KP|Law

TERMS OF BUSINESS

1. TERMS

1.1 These Terms of Business apply to all the work We do for You unless We agree otherwise in writing. We are authorised and regulated by the Solicitors Regulation Authority. The SRA is the independent regulatory arm of the Law Society of England and Wales, Our professional body. We are governed by Codes of Conduct and other professional rules, which You can access on the SRA's website at www.sra.org.uk or by calling 0370 606 2555. Our SRA authorisation number is 661050. All services provided by Us are regulated by the SRA. Our professional rules can be viewed at https://www.sra.org.uk/solicitors/standards-regulations/

1.2 Where We carry out work for You following receipt by You of these Terms of Business, or where We have given You access to them, You will be deemed to have agreed to them unless You notify Us otherwise.

1.3 "You" means an individual, or a company (including, where applicable, other group, subsidiary or associated companies), or organisation that is Our client and instructs us.

1.4 "We", "Our" or "Us" refers to KP Law Limited, a limited company registered in England and Wales with number 11937792. Individuals referred to in these Terms of Business and elsewhere as "partners" are directors of KP Law Limited, or an individual, employee or consultant of KP Law Limited with equivalent standing and qualifications.

1.5 "KP Law Limited Part(y/ies)" means KP Law Limited, its affiliated businesses, members, consultants, employees, former members and employees and agents (and the personal representatives of any of them) and any service, administration, trustee or nominee company owned and/or controlled by KP Law Limited, together with employees/former employees/consultants of those service, administration, trustee or nominee companies.

1.6 These Terms of Business apply to all of the work that We do for You unless We enter into a revised/updated/amended Terms at a subsequent date. We will undertake work for You on individual matters, and on each individual matter We will send You an engagement letter (also known as a retainer letter) together with any further contractual documents setting out any additional terms, what work We will do (scope) and Our fees and costs (price). The term "these Terms of Business" includes the terms of business set out herein, and, for each individual matter, the additional terms recorded in the engagement letter (and any update thereto) and any further contractual documents supplied to you.

2. KP LAW LIMITED & YOU

2.1 Any advice We give will be provided solely to You (or to any party appointed by You as your agent) as Our client and solely for the purpose for which We were instructed.

2.2 Our advice may not be used or relied on for any other purpose or by any person other than You without Our express prior written agreement.

2.3 Each and every KP Law Limited Party shall be entitled to the benefit of paragraph 4. Except for You and the KP Law Limited Parties, no other person who is not a party to the retainer shall have the right to enforce any provision of it.

3. OUR FEES

3.1 Your liability to pay Our Fees and Expenses is as set out in the Conditional Fee Agreement, Damages Based Agreement or other fee agreement You have entered into with Us. Please see the terms of that agreement. In the event of an inconsistency between these Terms of Business and the terms of that agreement, the terms of that agreement will prevail.

4. LIABILITY

4.1 We will carry out Our duties and responsibilities pursuant to the retainer with reasonable skill and care.

4.2 We have professional indemnity insurance giving cover for claims against Us. Details of this insurance, including contact details of Our insurer and the territorial coverage of the policy can be provided on request.

4.3 It is a condition of Our professional indemnity insurance that We notify Our insurer and/or broker of any circumstances which may give rise to a claim against Us. In doing so, We may disclose documents and information to Our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information We pass to them strictly confidential.

4.4 Our maximum liability to You (or any other party We have agreed may rely on Our services) in relation to any single matter or any group of connected matters which may be aggregated by Our insurers will be £3,000,000 including interest and costs unless We expressly state a different figure in the Engagement Letter.

4.5 None of the KP Law Limited Parties have any liability to You (including without limitation for negligence) for any indirect or consequential loss or liability howsoever arising.

4.6 You agree that You will not bring any claim relating to the retainer (in contract, negligence, tort, breach of statutory duty or otherwise) personally against

any KP Law Limited Parties other than KP Law Limited.

4.7 Subject to the other provisions of this Section 4, if You suffer any loss or damage for which any KP Law Limited Party and any person who is not a KP Law Limited Party is liable, neither KP Law Limited nor any other member or affiliated business of KP Law Limited are jointly, or jointly and severally, or severally liable, the aggregate liability of the KP Law Limited Parties to You shall be limited to a just and equitable proportion of the total loss and damage after taking into account:

4.7.1 the contributory negligence and legal responsibility of any other party (regardless of the ability of that party to make payment); and

4.7.2 any contributory negligence or legal responsibility of yourself.

4.8 If the amount for which We (or any KP Law Limited Party) are able to claim contribution against some other person in connection with any claim is reduced as a result of an exclusion or limitation of liability agreed by You with that other person, then Our liability in respect of that claim shall be reduced by the amount of that reduction.

4.9 We shall not be liable for any failure to fulfil Our obligations under the retainer where that failure is due to an event beyond Our reasonable control, or where We have suspended Our retainer with You.

4.10 You agree that any claim relating to the retainer (in contract, negligence, tort, breach of statutory duty or otherwise) shall be brought against Us within six years of the act or omission alleged to have caused the loss in question.

4.11 Nothing in the retainer limits or excludes liability:

4.11.1 for death or personal injury caused by the negligence of any KP Law Limited Party;

4.11.2 for fraud;

4.11.3 for reckless disregard of professional obligations;

4.11.4 for KP Law Limited and KP Law Limited Parties who are solicitors, where the aggregate liability of those parties does not exceed the Insurance Rules Minimum (meaning the minimum sum insured for any one claim required under the SRA Indemnity Insurance Rules in force at the time when the relevant claim is first notified to us, or if different, at the time when the circumstances in relation to the relevant claim are notified to the insurers under Our Professional Indemnity Insurance) which is currently £3 million; and

4.11.5 where such limitation or exclusion is prohibited at law.

5. TERMINATION OF INSTRUCTIONS

5.1 Subject to the terms of any Damages Based Agreements, Conditional Fee Agreement and any other contractual documents We supply to you, You may terminate Our retainer at any time and for any reason.

5.2 We may terminate Our work for, or retainer with You if:

5.2.1 the job is finished;

5.2.2 any interim or final bill remains unpaid for more than 30 days after its presentation to You (or such other period expressly agreed with you);

5.2.3 we consider that it is not in Our mutual best interests for Us to continue to act for you;

5.2.4 you decide not to instruct Us any longer, or where there is a lapse in your instructions such that We reasonably assume that You no longer wish Us to act;

5.2.5 you become or We consider it likely that You will become insolvent or, in Our reasonable opinion, You will have difficulty in paying Us in accordance with these Terms of Business;

5.2.6 we consider that We are unable to continue to act for professional reasons such as a conflict of interest arising, or your instructions are unlawful, unethical or impractical (including for any reason arising from or related to the matters set out at paragraphs 6 and 7); or

5.2.7 You fail to comply with your responsibilities as set out in any Damages Based Agreement, Conditional Fee Agreement or other agreement dealing with Our retainer and fee arrangement with you.

We will not cease to act for You without good reason and We will try to provide You with reasonable notice where appropriate.

5.3 Subject to any express agreement with You on specific matters, You will remain responsible for all costs, Internal Charges and Disbursements up to the date of termination and for any costs, Internal Charges and Disbursements incurred on the transfer of your work to another firm (if applicable). Once We have sent or given You a bill or otherwise notified You in writing of the costs, Internal Charges and Disbursements owing to us, We are entitled to payment and may use any of your money held in Our client account for this purpose.

6. KNOW YOUR CLIENT

6.1 In common with banks, building societies and other law firms, We are subject to certain laws and regulations to prevent money laundering and

terrorist financing.

6.2 To comply with Our legal obligations and internal procedures We must check the identity of clients (and their beneficial owners). We may ask a client, or persons or organisations who instruct Us on a client's behalf, for passport and/or other identification documents and about Our client's wealth and source of funds. We will ask You for this information at the outset of Our business relationships, although We may need to update it during the course of Our ongoing business relationships. We may cease to act for You if You fail to comply with any requests We make or We are unable to obtain this information from another independent and reliable source.

6.3 Any personal data We receive from You for the purposes of Our money laundering checks will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your consent.

6.4 The money laundering regulations require Us to keep records of Our identity checks for a number of years from the end of Our relationship with you. We will retain such data for longer than the statutory period to align with Our default retention period as set out below in paragraph 9.4, unless You tell Us otherwise.

6.5 If We know or suspect that the work We are instructed to undertake involves the proceeds of crime, We are, in certain circumstances, required to make a disclosure immediately to the National Crime Agency. If We do not do so, We may commit a criminal offence. Notifying You as Our client or any other party of the action We have taken and why may also be an offence.

6.6 We reserve Our rights to comply with the money laundering legislation as We determine in good faith. In appropriate cases, this shall override Our duty of confidentiality to You or to any other person.

7. ETHICS AND INTEGRITY

7.1 We are committed to ensuring that all business We carry out is conducted with integrity, transparency and fairness and in compliance with all relevant rules, regulations and legislation. We are committed to preventing the facilitation of any form of tax evasion or the occurrence of bribery. We will not engage in or with any business that does not share Our values and this commitment to preventing the facilitation of any form of economic crime.

8. FINANCIAL SERVICES AND INSURANCE DISTRIBUTION ACTIVITY

8.1 We are not authorised by the Financial Conduct Authority to provide advice regulated by the Financial Services and Markets Act 2000 as amended from time to time ("**FSMA**"), or to approve any FSMA regulated advertisement or other promotion.

8.2 However, We are included on the register maintained by the Financial Conduct Authority so that We can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of Our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/firms/financial-services-register.

8.3 If, in connection with services We provide, You need advice on investments, We may have to refer You to someone who is authorised by the Financial Conduct Authority.

8.4 The Law Society is a designated professional body for the purposes of the FSMA and responsibility for regulation and the handling of complaints for this part of Our business has been transferred to the Solicitors Regulation Authority and the Legal Ombudsman.

9. DOCUMENTS AND STORAGE

9.1 We hold Our files electronically wherever possible. In parts of Our business, and subject to paragraph 9.2, all paper correspondence and file documentation will be scanned and retained electronically, with the original documentation being destroyed.

9.2 Any hard copy document bearing an original signature (other than correspondence), such as contracts, deeds, guarantees or certificates, will usually be scanned to Our e-file and returned to You unless there is a good reason for Us to hold them for you.

9.3 If You would prefer to receive any correspondence received by Us in relation to your matter which would ordinarily be scanned and destroyed, please let Us know now. Otherwise, You are agreeing that We can deal with Our file in accordance with these Terms of Business.

Document Retention

9.4 At the end of your matter, We will keep the file or e-file for a particular piece of work for at least six years, on the understanding that, subject to paragraphs 3.10, 9.2, 9.5, 9.9, 12.1 to 12.6 and, We will usually destroy or delete it. In agreeing to these Terms of Business You consent to the destruction or deletion of the file or e-file after this six- year period. If You wish to receive a copy of those parts of the file or e-file to which You are entitled at any time prior to destruction/deletion, please contact us.

9.5 If You require storage of your title documentation such as deeds or wills, please discuss this with your client partner. We may charge a fee for storage of physical papers.

Electronic Mail and Messaging

9.6 Unless You let Us know otherwise, We will use email or other electronic communication, such as SMS, WhatsApp and Facebook Messenger, to communicate with you. However, You acknowledge that, even when taking reasonable precautions, email is not completely secure or confidential, and in agreeing to these Terms of Business, You agree

to that risk. We do not routinely encrypt emails. We monitor emails and other messaging functions.

Extranet

9.7 The services and information We make available via the internet (e.g., case management platform, extranets and deal rooms) may be subject to separate agreements covering their terms of use. Where any of those terms are inconsistent with these Terms of Business, these Terms of Business will prevail to the extent of such inconsistency.

Copyright

9.8 Unless We agree otherwise, We retain the copyright in any documents We prepare for you. You may use such documents only for the purposes for which they were prepared for you.

9.9 Where We obtain an opinion from Counsel on your behalf, You consent to Our storing a copy of that opinion in Our internal know- how system.

10. EQUALITY AND DIVERSITY POLICY

10.1 We are committed to promoting equality and diversity in all of Our dealings with clients, third parties and employees, and We have a written equality and diversity policy to support that goal. Please contact Us if You would like Us to send You a copy of that equality and diversity policy.

11. CONFIDENTIALITY

11.1 The information We receive from You will be kept confidential except to the extent You agree otherwise, or We are required to disclose it by law. We owe the same duty of confidentiality to all of Our clients. It may be that, whilst acting for another client, We have received information which might be material to the work We are doing for you. You understand, and acknowledge, that We are nevertheless unable to disclose such information to you. You agree that We may disclose any relevant information in order to protect and/or defend ourselves in any actual or threatened legal, civil or regulatory proceedings and may also disclose any relevant information in confidence to Our insurers, insurance brokers, auditors, bankers and other advisers without waiving or losing any applicable legal professional privilege.

11.2 You agree that We may exchange your information (including personal data) with
(a) other service providers with whom We work to provide Our services to you, including but not limited to other lawyers and third party technology providers and/or (b) third parties for the purposes of conflict checking, compliance, financial planning, billing, business development and matter management and/or (c) any committee appointed by You or Us for the purposes of group litigation; and/or (d) other clients of ours for the purpose of pursuing and managing any group litigation to which You and such clients are parties. Arrangements are in place for us to protect the confidentiality of the information exchanged. We will not exchange information that will result in waiver or loss of any applicable legal professional privilege.

11.3 In order to provide You with the most efficient service, certain business support tasks such as printing, document production and IT may be outsourced to third party organisations locally or overseas and client information may be disclosed to the extent required for that purpose. We have put in place appropriate safeguards to ensure confidentiality is protected. If You would like more information, please let Us know.

11.4 Some of your data may be stored using cloud technology managed by a third-party service provider. We have agreements in place with the third-party service providers (where applicable) and also employ technical and organisational measures to protect the confidentiality and security of any information shared with them.

12. DATA PROTECTION

12.1 For the purposes of this paragraph 12, personal data, processing, and controller have the meanings as set out in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation, "GDPR"), as amended from time to time, and as made applicable in the United Kingdom by the Withdrawal Act, and other applicable mandatory legislation of the European Union or the United Kingdom relating to the parties' to these Terms of Business processing of personal data under these Terms of Business (together the "Data Protection Legislation").

12.2 Personal data could relate to You, your employees, customers or suppliers, in each case, current, future and past, or other third parties with whom You have a relationship.

12.3 Where You disclose personal data to us, You must ensure that You have the necessary grounds, consents or authorisations to provide it to Us and You confirm that You will try to ensure that the personal data provided is accurate.

12.4 If We conduct electronic document review or engage other third party technology suppliers (such as case management platform providers) as part of your matter, We may use third parties to assist.

12.5 Please limit the personal data that You send to Us to the minimum amount that You believe We will require to perform Our services: if We need additional personal data, We will let You know.

12.6 As explained in paragraph 9.4, We need to keep a copy of the personal data on a file or e-file for a period after We have completed your matter.

12.7 We are a controller in respect of the personal data which You send to Us so that We can provide legal services to you. We are also a controller in respect of personal data that You send to us, including personal data which relates to you, for: (i) managing Our practice (e.g. keeping Our client records up to date, analysing data, practice management, completing Our statutory returns and fillings and to ensure Our legal and regulatory compliance); (ii) sending You information and updates that We think will be relevant to you; (iii)

inviting You to Our events; and (iv) developing Our business. We will also share your contact details, and those of your staff with whom We have contact, with other KP Law Limited Parties in order to provide You with information relevant to your business and to ensure your continuous access to publications, events and news in areas of interest to you. Please see Our Privacy Statement for further information on Our processing of personal data.

13. COMPLAINTS

13.1 If You have any problems with Our service or level of Our fees, You are entitled to complain.

13.2 You should, in the first instance, contact the person who is dealing with your matter, his or her supervising partner, or your client partner by telephone, email or post.

13.3 We have a complaints procedure which sets out how your complaint will be dealt with. If You would like a copy at any time, please let Us know. A copy is also available on Our website.

13.4 We treat complaints very seriously and make every effort to deal effectively with them. If You are not satisfied with Our handling of your complaint, or We have not resolved the complaint to your satisfaction within eight weeks, You can ask the Legal Ombudsman to consider the complaint. Their helpline number is 0300 555 0333; their address is Legal Ombudsman, PO Box 6167, Slough SL1 0EH; and their e-mail address is enquiries@legalombudsman.org.uk. A six month time limit, from the date of Our final response, normally applies to complaints to the Legal Ombudsman. Usually complaints must be made to the Legal Ombudsman within six years of the date of the reason for the complaint, or three years from discovery of the reason for complaint. The Ombudsman will not accept complaints where the act or date of awareness is before 6 October 2010. Further information can be found on the Ombudsman's website at www.legalombudsman.org.uk. However, please note that the service provided by the Legal Ombudsman is only available to certain types of clients/organisations. For further details please consult the Ombudsman's website.

13.5 If You are not satisfied with the amount of Our fees You may also be entitled to have Our charges reviewed by the Court. This is called "assessment". Your rights in this regard are set out in Part III of the Solicitors Act 1974. However, the Legal Ombudsman may not consider a complaint about Our charges if You have applied to court for assessment of the bill.

13.6 If all or part of a bill remains unpaid We may charge You interest (see paragraph 3.9).

14. LAWYERS IN OTHER JURISDICTIONS

14.1 We (that is, the UK offices of KP Law Limited) are qualified and authorised to advise only in relation to the laws of, and procedures in, England and Wales. We cannot therefore provide advice in relation to the laws of, or procedures in, any other jurisdiction.

14.2 It may be appropriate for Us to instruct lawyers, on your behalf, in foreign jurisdictions from time to time where KP Law parties do not have offices or affiliated offices while We are providing services to you.

14.3 Whilst We are happy to instruct or assist You in identifying appropriate foreign qualified lawyers for appropriate transactions, in relation to the involvement of foreign qualified lawyers You will appreciate that We cannot, and so do not, accept any liability in respect of the advice provided by the foreign qualified lawyers to You (whether or not such advice is routed through us).

14.4 We will instruct a foreign qualified lawyer on your behalf only after We have discussed the basis of appointment with you. Unless We agree otherwise, the payment of the fees of the foreign qualified lawyers will be your responsibility, not the responsibility of KP Law Limited and invoices from the foreign qualified lawyers will be addressed to you.

15. MEDIA INTEREST

Your choosing KP Law Limited, either for a specific piece of work or as part of a panel, may be of interest to the legal media. Experience has taught Us that managing this process effectively can result in positive coverage for both of us. We will contact You as and when appropriate in order to ask for your approval for the issuance of a press release.

16. GENERAL

16.1 We will rely on You to make sure all officers, employees and agents of your organisation who give Us instructions are properly authorised to provide instructions to Us so that We may act on their instructions without reference to anyone else. However, if You have any special requirements (e.g. if We are to accept, or not to accept, instructions from any one person or to inform a particular person before acting on any instructions) or if You require Us to follow any procedures to ensure confidentiality within your organisation, please let Us know.

16.2 We will not act in a situation that causes a legal conflict of interest unless Our professional rules enable Us to do so with your consent and that of the other party. We remain free to act for other clients whose interests may be adverse to your interests in an unrelated matter unless the confidential information We hold in relation to the work We have done for You is material to the new instruction. If this is the case, We may only act if You agree that We can do so with safeguards in place to protect your information, and the other client waives Our duty of disclosure.

16.3 A legal conflict of interest does not arise merely because: (i) We may be advising one client who is a business competitor of another; or (ii) We may be asserting a legal position that may be adverse to the interests of another client of Ours. Further, in intellectual property matters, We are permitted to act against an entity which is not directly represented by one of the KP Law Limited Parties in relation to the provision of patentability, infringement/validity opinions in respect of patents

or patent applications or registered or unregistered trademarks or trademark applications owned, licensed or controlled by that entity.

16.4 If any term or provision or part of any term of these Terms of Business is held to be invalid for any reason, such invalidity will not affect the rest of these Terms of Business.

16.5 English law applies to these Terms of Business, and to any retainer and/or engagement on any individual matter on which We work with you, and any issues, disputes or claims arising out of or in connection with them or any of them (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.6 Save that You agree that We have sole discretion to commence proceedings against You in the courts of any other jurisdiction if that appears convenient to Us (including by reason of any of your location or the location of your assets or the location of Our office from where Our work was undertaken for you), any issue, dispute or claim arising out of or in connection with these Terms of Business and/or the retainer and/or engagement on any individual matter on which We work with You (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall otherwise be subject to the exclusive jurisdiction of the Courts of England and Wales.

16.7 If We transfer all or substantially all of Our businesses to another firm ("Successor entity") Our engagement with You will not automatically terminate by reason of such transfer. You agree that the Successor entity is automatically appointed by You so that continuity of service can be provided to you.

16.8 Our retainer with You is a contract between You and us. A person who is not a party to Our retainer with You has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of this Agreement. You may not assign, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the retainer without Our express prior written agreement.