

| | |
|---|---|
| <p>1 Our team</p> <p>1.1 You may contact your client relationship partner at any time to discuss any aspect of our services.</p> <p>1.2 Details of the team for each matter, including the supervising partner with overall responsibility, will be set out in our engagement letter. We may involve others as well or instead (if necessary without asking you first) including trainees, paralegals, non-practising barristers and foreign qualified lawyers.</p> <p>2 Our services</p> <p>2.1 These terms of business (Terms), as amended from time to time, will apply whenever you instruct a BLP Firm or Associated Firm (as defined in paragraph 21), unless our letter of engagement states otherwise. You may ask us for the latest version of the Terms or find it through the legal notices section of our website (www.blplaw.com). Unless we agree otherwise in writing, you will instruct us separately on each matter on which we provide advice or services and, therefore, you do not engage us on a permanent basis.</p> <p>2.2 When you instruct us on a new matter, we will agree the scope of our services and how and when they are to be provided.</p> <p>2.3 You, and any other professional advisers involved in the matter, will need to give us complete and accurate information and instructions promptly. If you are unsure whether something is relevant, please discuss it with us. Unless you ask us not to, we may from time to time contact and take instructions or advice from your staff and your other advisers whom we reasonably believe to be involved in and able to help on the relevant matter.</p> <p>2.4 Your instructions as to timing and format will necessarily affect the content of our work. For example, if you ask us to report to you in a shortened format or timescale, you may not receive all the information, or as much detailed advice, as you would otherwise have received.</p> <p>2.5 Our role is limited to advising on the legal issues raised by your instructions. We advise only on the laws that we are entitled to practise. We base our advice and documentation on our interpretation of the law and practice at the time we do the work. Unless we expressly agree to do so in writing, we have no duty to review or update our advice or documentation to reflect any later changes in the law or practice.</p> <p>2.6 We advise on tax only if we expressly agree to do so in writing.</p> <p>2.7 Once a matter ends, we will not remind you about future time deadlines or obligations relevant to that matter unless we expressly agree to do so in writing.</p> <p>3 Communications</p> <p>3.1 Unless agreed otherwise our Staff may send information by email. Email messages and consumer grade file-sharing sites are not secure communication methods. They carry certain risks, including of non-delivery, delay, data corruption, interception, virus transfer and loss of confidentiality and of privilege. We do not accept any liability for loss resulting from using email (or if specifically requested, consumer grade file-sharing sites) for communication.</p> | <p>3.2 The possibility of impersonation is inherent in the nature of email. If you doubt that an email from us is genuine, please contact the person named as sender in another way. Please contact us if you wish to arrange more secure communication methods.</p> <p>4 Our fees</p> <p>4.1 When you instruct us on a new matter we will agree the basis of our fees with you. Unless we agree otherwise, our fees will primarily reflect the time spent on the matter and the experience of the team involved. We may adjust our fees to reflect the nature and importance of a matter. Our fees may include time spent travelling on your matter.</p> <p>4.2 Estimates are only a guide and not a firm quotation unless we expressly agree otherwise in writing. All estimates are exclusive of prevailing taxes.</p> <p>4.3 We normally review our fee rates with effect from 1 May each year, and will tell you of any changes.</p> <p>5 Expenses</p> <p>5.1 We will often incur expenses on your behalf during a matter and may do so without your advance approval. These might include, for example, search fees, registration fees, stamp duty land tax, other prevailing taxes, travel, accommodation, transcripts, translations, investigators, court fees, certain conference calls and other similar expenses.</p> <p>5.2 We may also charge you (at our standard rates from time to time) for other services, for example hosting an online data or deal room, transaction bibles, producing or printing other documents, file administration and bank transfers. Our current rates are available on request.</p> <p>5.3 We may sometimes have to give a binding promise to pay a sum of money on your behalf on a matter. We will not do this unless:</p> <p>5.3.1 we receive the relevant amount in advance; and/or</p> <p>5.3.2 you have confirmed that we may do so.</p> <p>5.4 You must pay our expenses in full even if all or any of our fees are payable on a contingent basis.</p> <p>6 Choosing and instructing third parties</p> <p>6.1 If you ask us to choose a foreign lawyer or other professional on your behalf other than a BLP Firm or an Associated Firm, then, unless we expressly agree otherwise in writing:</p> <p>6.1.1 we will use reasonable care in choosing them but will not be responsible for any of their actions or omissions, nor for any errors or deficiencies in their work; and</p> <p>6.1.2 even if we instruct them on your behalf, you will be their client and you will be responsible for payment of their fees and expenses. If we pay those fees and expenses, we will invoice you for them and payment will be due under paragraph 7.</p> <p>6.2 In any such circumstances, the terms of business of any such foreign lawyer or professional will apply to any advice or other services that they provide.</p> |
|---|---|

| | |
|---|--|
| <p>7 Billing and payment</p> <p>7.1 We may ask you to pay a sum on account of anticipated fees and/or expenses (charges). A payment on account is not an estimate or fixing of charges. Our total charges may be greater than the payment on account.</p> <p>7.2 We will usually bill you regularly during a matter. We may issue separate bills for expenses incurred on your behalf.</p> <p>7.3 If:</p> <p>7.3.1 the law of any country requires you to deduct any amount from a bill; or</p> <p>7.3.2 we otherwise suffer a tax liability on our charges (whether for direct, indirect, withholding or other taxes) as a result of acting on a matter,</p> <p>you agree to pay us the amount that we would have otherwise received. In the unlikely event that you have given us incorrect information about your tax status, you also agree to indemnify us fully on demand for any interest, penalties or legal costs that we incur as a result.</p> <p>7.4 Unless we expressly agree otherwise, when we are instructed on a matter by or on behalf of more than one person, each person for whom we act will be jointly and severally liable to pay the full amount of our charges and any prevailing taxes.</p> <p>7.5 If, under a court order, arbitrator's award or an arrangement to which we consent, a third party is liable to pay any of our charges as invoiced to you and whether directly or via you as our client, we are only able to issue tax invoices to you and not to the third party. You will therefore remain liable for any prevailing taxes on our charges and for any charges that the third party does not pay in full.</p> <p>7.6 If we agree to use an "e-billing" service, you accept that the e-bills will replace your paper bills. You consent to our transferring information to a third party provider on your behalf. We accept no responsibility for any such provider and cannot guarantee that e-billing will be uninterrupted or error-free. You agree that, if there is a fault with e-billing, or if applicable rules and law so require, we may send paper bills.</p> <p>7.7 Payment is due on delivery of our bill. If you have a query on a bill, please raise it promptly with the supervising partner for the matter, or with your client relationship partner.</p> <p>7.8 If you do not fully pay any bill within one month, we may charge interest on the outstanding amount except if (or to the extent that) to do so would contravene applicable local laws. Any interest will accrue on a daily basis at 5% above the London Interbank Offered Rate (LIBOR) from time to time for the currency of the bill (or on a reasonably equivalent basis if the bill is in a currency for which no LIBOR is published). Interest will accrue from one month after the date of delivery of the bill to the date of payment and will be payable on demand. This right is in addition to the rights in paragraph 15.</p> <p>7.9 If you have insurance, we may recover from you any of our charges that your insurer fails to pay.</p> <p>7.10 If a bill includes the charges of a third party, we may assign to that third party any cause of action in respect of their charges.</p> | <p>8.2 We will apply any money recovered from a third party against any outstanding bills and any interest on them. In England and in some other jurisdictions:</p> <p>8.2.1 the court or tribunal has discretion to award costs in any manner it sees fit, both during and at the end of the case;</p> <p>8.2.2 even if you are successful and are awarded costs, it is most unlikely that these will cover all of your costs. There is a risk that the third party will not pay the judgment sum/arbitral award or the costs;</p> <p>8.2.3 if all or part of your costs or a third party's costs have to be assessed, we will incur, and you will have to pay, further charges that may not be recoverable from the third party;</p> <p>8.2.4 if you are wholly or partly unsuccessful you may be liable to pay another party's costs, which may include any insurance premium. These costs will be in addition to our charges; and</p> <p>8.2.5 if the third party is receiving government aid in litigation you are most unlikely to recover your costs, even if you are successful in the proceedings.</p> <p>8.3 For further details, please contact the supervising partner for your matter.</p> |
| | <p>9 Interest on and return of client money</p> <p>9.1 Unless we expressly agree otherwise and unless contrary to applicable local laws, we pay sums in lieu of interest on monies held on behalf of clients, when the amount of interest accrued exceeds £20 (or the equivalent in the relevant local currency). We pay those sums when we close the matter, or earlier if you ask us to. Any interest rates reflect published instant-access rates of major retail clearing banks.</p> <p>9.2 When we close the matter and you have paid all our bills, we will make reasonable attempts to return any monies held by us on your behalf. If we are unable to do so, you agree that we may give them to a charity of our choice.</p> |
| | <p>10 Conflicts of interest</p> <p>10.1 We have procedures in place to prevent our acting for clients when there is a legal or regulatory conflict of interest. If you are aware, or become aware, of a possible conflict, please immediately tell the supervising partner or your client relationship partner. Occasionally a conflict of interest may appear only after we have started acting for you on a matter. If this happens:</p> <p>10.1.1 subject to our duty of confidentiality we will discuss the matter with you to try to resolve the conflict but we may have to stop acting for you on that matter; and</p> <p>10.1.2 you agree that we will be free, taking account of applicable rules and law, best practice and your and any other concerned client's interests and wishes, to decide whether to act for both clients, for one, or for neither.</p> <p>10.2 Unless we expressly agree otherwise in writing, if you have not instructed us on a particular matter, we may act on that matter for another client, including clients whom you may regard as competitors.</p> <p>10.3 In certain cases, more than one of our clients may actually or potentially be interested in the same subject matter of a transaction, or be competing for the same asset. Examples might be buying an entity through auction sale or tendering for a contract. If this happens, you agree that we are free to act for more than one client.</p> |
| <p>8 Costs in contentious matters</p> <p>8.1 You will remain responsible for payment of our charges irrespective of the outcome of any contentious matter and whether or not those charges are in principle recoverable from someone else.</p> | <p>11 Anti-money laundering</p> <p>11.1 We have to obtain and hold satisfactory evidence of the identity of our clients and sometimes of related people.</p> <p>11.2 We take a risk-based and proportionate approach to identifying clients for anti-money laundering purposes.</p> |

- Sometimes we may need to:
- 11.2.1 see original documents;
 - 11.2.2 check the information you provide;
 - 11.2.3 use corporate, personal and/or confidential information to check identity through electronic data sources; and
 - 11.2.4 ask you for up-to-date evidence of identity.
 - 11.3 If we ask for documents or information, you must provide them promptly. If you do not, or if they are not satisfactory, we may not be able to act, or to continue to act, for you.
 - 11.4 Our Compliance Team, who are mainly based in England, handle client identification. They will therefore have access to your corporate, personal and/or confidential information. Other BLP Firms and Associated Firms may also have access to the information.
 - 11.5 We do not accept payments in cash whether for our charges or otherwise.
 - 11.6 If we are unable to satisfy ourselves as to source of funds, monies paid to us will usually be frozen and not applied to the transaction, unless and until the appropriate authorities consent.
 - 11.7 We will not make payments to anyone other than you unless this is a necessary part of the transaction, and then only if you instruct us to do so.
- 12 Confidentiality, privilege and intellectual property**
- 12.1 Communications between a lawyer and client are generally privileged although the rules vary between jurisdictions. This usually means that courts and other authorities cannot compel us to disclose the communications. If someone asks us for information, we will take reasonable steps to assert privilege. There is, however, a risk that we will be ordered to produce the information. You can lose privilege if you share communications, or their contents, too widely. To help protect privilege, you should share those communications only with people in or outside your organisation that need to know the information to deal with the matter, and only subject to suitable safeguards. To learn more, please contact the supervising partner for your matter.
 - 12.2 If you are a US taxpayer, to comply with your obligations to the US Internal Revenue Service, you may have to disclose information from us that is relevant to the US federal income tax treatment of any transaction. We confirm that you (and your employees, representatives and other agents and, other than in the case of a C corporation, your beneficial owners) may disclose this. This does not mean that we have advised or agreed to advise you on US federal tax. Nor does it allow anyone other than you to rely on our advice, unless we expressly agree otherwise in writing, and you agree to so tell any other person to whom you disclose our advice. This authorisation to disclose does not affect the privilege of communications between us. If, however, you disclose those communications, you may have waived that privilege.
 - 12.3 We will protect the confidentiality of the information that we receive about you and your matters. We will not disclose it or our advice, without your consent in advance, to anyone else except in certain circumstances, for example:
 - 12.3.1 to your staff and other professional advisers whom you identify to us or whom we reasonably believe to be involved in the relevant matter;
 - 12.3.2 if applicable rules or law or any regulatory authority require disclosure;
 - 12.3.3 to the extent that the information enters, or has entered, the public domain;
 - 12.3.4 to our auditors or other professional advisers for legal, regulatory and compliance purposes;
 - 12.3.5 to agents instructed to collect any unpaid charges on our behalf;
 - 12.3.6 within the BLP Group and to successors in title to any BLP Firm;
 - 12.3.7 to Associated Firms and any of their successors in title; or
 - 12.3.8 to selected third parties (including consultants and barristers) who help us with legal, administrative, financial, information technology and other services, and who will or may have access to confidential information as part of their role. If any BLP Firm or Associated Firm engages third parties, we will put in place suitable confidentiality agreements requiring them to treat your information as confidential.
 - 12.4 Subject to the exceptions in paragraphs 12.3.1 – 12.3.8 we will use your information subject to your instructions, to your privilege in our advice, to applicable data protection laws and to our duty of confidentiality.
 - 12.5 You agree that we have no duty to disclose to you or to use for your benefit any information that we hold from time to time in which we owe a duty of confidentiality to another person. You also agree that our holding confidential information about you or your business will not stop us acting for other clients to whom that information might be material, whether or not you remain our client at the relevant time. We will protect your confidential information for the duration of the matter to which that information might be material.
 - 12.6 We have to hold professional indemnity insurance and must tell insurers if:
 - 12.6.1 you bring a claim against us;
 - 12.6.2 you have said that you consider that we were at fault and that you intend to claim against us for your loss; or
 - 12.6.3 we consider that something might have happened which could give rise to a liability on our part but you have not yet made any claim.
 It is in your interests as well as ours for insurers to know of these situations as soon as possible and in detail. You therefore permit us, to the extent necessary for this purpose, to disclose any privileged or confidential documentation and other information to our insurers and/or insurance brokers and their professional advisers.
 - 12.7 The copyright and any other intellectual property rights in any of our original documents and other materials belongs to us. We grant you the non-exclusive, non-transferable, non-sub-licensable right to use our work on the relevant matter, including the right to make copies of and to edit that work. You must obtain our explicit consent for any other use.
 - 12.8 Unless agreed otherwise, we may archive copies of documents and other material in our internal databases of legal information and may use them for internal training and in acting for other clients, subject to our duty of confidence to you.
 - 12.9 If we have instructed a third party adviser, you agree that, subject to that adviser consenting, we may archive and use copies of any documents and other materials produced by that third party adviser in the way set out in paragraph 12.8.
- 13 Data protection and marketing**
- 13.1 We comply with applicable data protection and privacy laws. Our privacy policy at www.blplaw.com gives more information.
 - 13.2 We may process any personal data that we receive about

or from you and/or your staff to enable us to provide you with legal services and all related functions including the publication of business development material such as pitches and/or deal credentials. BLP Firms and Associated Firms in jurisdictions whose data protection laws might not be as comprehensive as those in your jurisdiction may access and use that personal data. The data might also need to be provided to authorities, regulators and third parties. Third parties include our auditors, insurers or bankers for accounting, legal, regulatory or compliance purposes or those who process information for us in various jurisdictions.

13.3 An individual may have the right under applicable data protection and privacy laws to access and correct his or her personal data. If we have to provide personal data in response to a request from someone whose data we hold in connection with your current or past matters, providing that data will be part of our services to you and you will be responsible for our reasonable charges incurred in doing so.

13.4 In giving us anyone's personal data you are agreeing to this paragraph 13 and confirming that you have the authority to agree to this on behalf of others, as appropriate. We understand the obligations on us to provide a secure environment and we will seek to ensure that your data is treated securely and in accordance with our privacy policy. Similarly, you agree that you will treat personal data and confidential information that you receive from us as confidential and in accordance with applicable data protection and privacy laws, and that you will use it only for the purpose for which you receive it.

13.5 We may monitor or record incoming and outgoing email, telephone and similar communications to ensure compliance with applicable rules and law and our internal policies, and for business continuity. Notice of this appears in our email footers. Even so, to the extent required under applicable law you agree to ensure that anyone contacting us on your behalf during a matter knows of, and agrees to, this.

13.6 You agree that we may disclose that you are a client of ours. Once details of a matter are in the public domain (otherwise than through an unauthorised disclosure by any party), we may disclose that we acted for you and the general nature of our work. We will disclose this information mainly in pitches and marketing materials.

14 Responsibility for advice and limitation of liability

14.1 The relevant BLP Firms or Associated Firms (rather than their Staff as individuals) will provide advice and services to you. Those BLP Firms or Associated Firms alone will be responsible for performing the contract between us. You agree (to the extent enforceable) that you will not bring any claim against the Staff of any BLP Firm or Associated Firm (whether for breach of contract, breach of duty, misrepresentation or otherwise) about any advice and/or services given to you. This will not limit or exclude the liability of the BLP Firm or Associated Firm for the acts or omissions of its Staff.

14.2 All work that we do and advice that we give is for your use and benefit only in connection with the relevant matter. No other person may see or rely on our advice without our written approval in advance, and subject to any conditions that we may impose at the time.

14.3 You agree that (subject to paragraph 14.4):

14.3.1 our liability to you in connection with any matter is limited to the proportion of the loss or damage (including interest and costs) suffered by you that is just and equitable, considering the extent of your own responsibility and the contribution of any other person to the loss or damage and regardless of any contractual or other limitation of their

liability, their ability to pay and/or any limitation defences available to them;

14.3.2 we do not assume any responsibility for aspects of matters on which other professional advisers are advising or on which they might usually be expected to advise. We will have no liability for any errors in or arising from the use of any formulae or calculations supplied to us by you or by your other professional advisers;

14.3.3 we will not be liable for any failure to carry out our obligations due to circumstances beyond our reasonable control. In particular, we will not be liable for:

- (a) a cyber-attack or other infection of our computer systems caused by circumstances beyond our reasonable control; or
- (b) any loss or damage suffered by you as a result of a bank with which we have placed monies that you have provided to us, becoming insolvent or failing, delaying or refusing to comply with instructions we give on your behalf to transfer monies. In this connection you should be aware that monies from our clients are held in our client accounts with Barclays Bank plc, Citibank, The Royal Bank of Scotland, Lloyds TSB Bank plc or HSBC;

14.3.4 under applicable rules and laws (including those in respect of anti-money laundering and any economic, financial, political, legal and other sanctions imposed by the United Kingdom, European Union or other relevant country or international organisation (Sanctions)) or court orders we may, exceptionally, have to disclose details of your affairs to the relevant authorities. We will not always have the right to tell you that this has happened. Complying with these requirements may make us stop or delay carrying out your instructions or proceeding with the relevant matter. We may also have to keep any monies, assets or property in our possession or control unless and until a relevant authority and/or agency allows us to deal with them. As long as we have acted in good faith, we will have no liability to you for the consequences (including any third party fees, costs, expenses or other charges that you may incur as a result) of any steps we take to fulfil our reasonable understanding of our legal or regulatory obligations; and

14.3.5 the limitations and exclusions of liability in the Terms may be relied on by the BLP Firms and Associated Firms and their Staff as if they were party to this agreement.

14.4 Nothing in the Terms shall exclude or limit liability to the extent that such liability cannot be excluded or limited under applicable rules and law.

15 Cancelling, suspending and ending our services

15.1 Unless ended earlier under paragraph 15.2, our engagement on a specific matter will be deemed to end 30 days after we have delivered our final bill.

15.2 You may give us notice to end our services at any time. We may suspend our work and/or stop acting for you if we have good reason, for example if:

15.2.1 our professional rules require it, for example, if there is a legal or regulatory conflict of interest;

15.2.2 you fail to give us proper or adequate instructions;

15.2.3 we risk breaching applicable rules and law, including our obligations in respect of anti-money laundering and applicable Sanctions;

15.2.4 there has been a breakdown in confidence between us;

15.2.5 you fail to give us enough money on account; or

15.2.6 you fail to pay in full any bill that we send you on any matter.

We will give you reasonable notice if we intend to suspend

our work or stop acting for you unless prevented from doing so by reasons outside our reasonable control.

- 15.3 If we suspend our work, or if you or we end our services:
- 15.3.1 you must pay our charges for work carried out up to the date of suspension or end of services; and
- 15.3.2 we may keep all the materials, and money in our client account, that we have the right to keep until you have paid all of our charges and any interest.
- 15.4 In accordance with the English Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you are a "consumer" and your contract with us is made "off-premises" or is a "distance contract" (as those terms are defined in the regulations) then you have the right to cancel your contract for services with us and the following terms will apply:
- 15.4.1 you have the right to cancel the contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the date of the contract;
- 15.4.2 to exercise the right to cancel, you must tell us of your decision to cancel by a clear statement (e.g. a letter sent by post, fax or email) before the cancellation period expires;
- 15.4.3 we will not be able to start work on your matter during the cancellation period unless you expressly ask us to do so by letter, email or fax;
- 15.4.4 if you cancel the contract, we will refund all payments received from you relating to it. We will make the refund without due delay, and not later than 14 days after the day on which we are informed about your decision to cancel. We will make the refund using the same means of payment as you used for the making of any payments to us, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the refund;
- 15.4.5 if you asked us to start work during the cancellation period, you must pay us our reasonable fees for the work carried out up to the date on which we received your cancellation notice.
- 15.5 Paragraphs 2.5; 2.7; 7-10; 12-14; 15.3; 16; 19 and 20 will survive the ending of our engagement for whatever reason.

16 Storing documents

- 16.1 We keep files for at least six years, after which we may dispose of them without further notice, except for any documents or deeds that we have agreed in writing to hold for safe keeping. We may transfer paper files into, and store them in, electronic format.
- 16.2 We keep insurance cover for the safekeeping of especially valuable documents, for example deeds and wills. Our insurance does not cover economic loss consequential on destruction or loss, for which we do not accept responsibility.
- 16.3 You may at any time (once you have paid all outstanding charges) ask for your files. You may not however require us to destroy all paper and/or electronic records held by us. We have the right to keep a full copy of your files for legal, regulatory and professional indemnity reasons.

17 Feedback, complaints and insurance

- 17.1 We are committed to providing high-quality legal services, and to improving our standards. If you are unhappy with our service, or are concerned about a bill, please contact your client relationship partner, the relevant departmental managing partner or office managing partner. If you wish to make a formal complaint, please contact our designated complaints counsel by email at complaintshandling@blplaw.com, on the telephone on +44 20 3400 1000, or by post at our London address. The

designated complaints counsel will give you a copy of our complaints procedure.

- 17.2 We hope to resolve any problem to your satisfaction, but if we do not:
- 17.2.1 in the case of BLP:
- (a) you may have the right to ask the Legal Ombudsman to consider your complaint by email to enquiries@legalombudsman.co.uk, by telephone on 0300 555 0333 or by post to PO Box 6806, Wolverhampton WV1 9WJ, United Kingdom. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint. Our complaints procedure contains further information about the powers and procedures of the Legal Ombudsman and the categories of client to whom his services are available; and
- (b) if your complaint is about a bill, you may also have the right to apply to the court for an assessment of our bill, but if all or part of a bill remains unpaid we may charge interest; and
- 17.2.2 in the case of another BLP Firm, an Associated Firm, or of a third party we have instructed on your behalf on your matter, you may have the right to complain to the relevant professional body in the relevant jurisdiction. Our designated complaints counsel can give further details.
- 17.3 We learn through constructive feedback from our clients. We hope, therefore, that you will agree to debrief us at the end of a matter and tell us how we might improve our service.
- 17.4 Our primary layer professional indemnity insurers are currently QBE Casualty Syndicate 365 and QBE Syndicate 1886, Plantation Place, 30 Fenchurch Street, London, EC3M 3BD. Our designated complaints counsel can give you details of the policy number and the territorial extent of the insurance.

18 Regulatory and Financial services

- 18.1 BLP is regulated by the Solicitors Regulation Authority (SRA) which is the independent regulatory arm of The Law Society.
- 18.2 In respect of financial services provided by us in the United Kingdom:
- 18.2.1 BLP is not authorised under the Financial Services and Markets Act 2000 (FSMA). As a Law Society member it is, however, able in certain circumstances to offer a limited range of investment and consumer credit services to clients if they are an incidental part of the professional services BLP has been instructed to provide. Nothing we say or do should be construed as an invitation or inducement to engage in investment activities, or as advice on the investment merits of acquiring or disposing of particular investments.
- 18.2.2 BLP is not authorised by the Financial Conduct Authority (FCA). We are, however, on the FCA register so that we can carry on insurance mediation activity (broadly advising on, selling and administering insurance contracts). The Solicitors Regulation Authority (SRA) regulates this part of our business, including arrangements for complaints or redress if something goes wrong. The FCA register is on the FCA website at www.fca.org.uk/register.
- 18.2.3 The Law Society is a designated professional body under FSMA. The Legal Ombudsman is an independent body set up to decide complaints that a firm's complaints procedure cannot resolve. If you are unhappy with any insurance advice from us, please contact either the SRA or the Legal Ombudsman.

19 Insider lists

- 19.1 If you have to comply with the Market Abuse Directive and relevant implementing legislation, or other equivalent rules (Market Abuse Rules), we will:
- 19.1.1 produce and keep an insider list of anyone acting on your behalf who works for (or is engaged by) us and who has access to inside information about you, following the requirements in the Market Abuse Rules. To do this, we rely on you to let us know when we have access to inside information;
- 19.1.2 ensure that every person on the insider list acknowledges the legal and regulatory duties entailed and knows of the sanctions for misusing or improperly circulating inside information;
- 19.1.3 if required to comply with your obligations under the Market Abuse Rules, and subject to applicable data protection and privacy laws, provide a copy of the list to you as soon as possible after any of your authorised staff ask us to do so; and
- 19.1.4 keep the list for at least five years from the date we create or update it.
- 19.2 We provide our insider lists to you on condition that you will keep them confidential and comply with applicable data protection and privacy laws. In particular, you agree not to disclose them to any third party other than a relevant regulator, nor to use them for any other purpose, without our written consent in advance.

20 Law, jurisdiction and invalidity

- 20.1 The Terms are subject to any mandatory provisions of applicable local rules and laws.
- 20.2 Subject to paragraph 20.1, English law governs the Terms and any non-contractual obligations arising out of or in connection with them. Subject to paragraph 20.3, the English courts are to have exclusive jurisdiction to decide any dispute arising in connection with the Terms or our services, including disputes about any non-contractual obligations.
- 20.3 Nothing in the Terms prevents us from bringing proceedings in the courts of any other country that may have jurisdiction, or in any other appropriate forum.
- 20.4 If any Term is or becomes invalid, this will not affect the validity of the remaining Terms. The invalid Term (and any missing terms) will be replaced by the valid term that comes closest to the economic intent and purpose of the parties.

21 The BLP Group and Associated Firms

- 21.1 The BLP Group consists of Berwin Leighton Paisner LLP (BLP), and affiliated firms and entities carrying on business under names including "Berwin Leighton Paisner" or "BLP" (individually, a BLP Firm). A list of the BLP Firms is on the legal notices section of our website (www.blplaw.com). References in these terms of business to "we", "us" or "our" are references to BLP and/or other BLP Firms and firms with which a BLP firm has a formal association (Associated Firms), collectively or individually according to context, and any successor firms.
- 21.2 BLP, and the following members of the BLP Group: Goltsblat BLP LLP, Berwin Leighton Paisner (Germany) LLP and Berwin Leighton Paisner (HK) LLP, are limited liability partnerships incorporated in England and Wales with registered numbers OC315919, OC340589, OC368339 and OC362827 respectively and a registered office at Adelaide House, London Bridge, London EC4R 9HA. BLP's VAT number is GB 974 9832 56. Berwin Leighton Paisner (Myanmar) Limited is a limited liability company registered in Myanmar with registered number 745FC/2015-16. BLP is

authorised and regulated by the SRA, and Associated Firm Haley Ho & Partners is regulated by the Law Society of Hong Kong. The lawyers in the BLP Group are regulated by the relevant professional body in their place of admission and, where applicable, their place of practice. The SRA rules are available at www.sra.org.uk/handbook/. For further information, see the legal notices section of our website (www.blplaw.com).

- 21.3 The BLP Firms and Associated Firms have agreements to refer work to each other if appropriate. The BLP Firm or Associated Firm that you originally instruct may therefore involve other BLP Firms or Associated Firms with the relevant specialist knowledge. By instructing a BLP Firm or Associated Firm, you authorise it to use the services of other BLP Firms or Associated Firms on your behalf, and to share information with them for that purpose. If this happens:
- 21.3.1 any work by those other BLP Firms or Associated Firms will be subject to the Terms unless we tell you otherwise; and
- 21.3.2 the bill of the BLP Firm or Associated Firm originally instructed will include the fees of those other BLP Firms or Associated Firms. BLP Firms and Associated Firms share fees and/or profits, as permitted.
- 21.4 Reference in the Terms to "Staff" means the staff of any BLP Firm and includes partners, directors, officers, consultants, self-employed lawyers and employees.
- 21.5 Within the BLP Group, we use "partner" to refer to a member, or an employee or consultant with equivalent standing and/or qualifications as required, of BLP or any of its affiliated firms and entities.
- 21.6 If at any time the whole or any part of the practice of a BLP Firm or Associated Firm moves to a successor firm (including a company or another limited liability partnership), the successor firm will carry out all work on which you have instructed us.

BLP, October 2017

About BLP

Berwin Leighton Paisner is an award-winning, international law firm. Our clients include over 50 Global Fortune 500 or FTSE 100 companies. Our global footprint of 13 international offices has delivered more than 650 major cross-border projects in recent years, involving up to 48 separate jurisdictions in a single case.

The Firm has won eight Law Firm of the Year titles, is independently ranked by Chambers and the Legal 500 in over 65 legal disciplines and also ranked in 'the top 10 game changers of the past 10 years' by the FT Innovative Lawyers report 2015.

Expertise

- Antitrust & Competition
- Commercial
- Construction
- Corporate Finance
- Dispute Resolution
- Employment, Pensions and Incentives
- Energy and Natural Resources
- Finance
- Insurance
- Intellectual Property
- Investment Management
- Private Client
- Projects and Infrastructure
- Real Estate
- Regulatory and Compliance
- Restructuring and Insolvency
- Tax

Clients and work in 130 countries, delivered via offices in:
Abu Dhabi, Beijing, Berlin, Brussels, Dubai, Frankfurt, Hong Kong,
London, Manchester, Moscow, Paris, Singapore and Yangon

www.blplaw.com