

APPENDIX 1 – DQ’s STANDARD TERMS AND CONDITIONS OF BUSINESS

1. Communication between you and us and legal privilege

We are confident of providing a high quality of service in all respects. If, however, you have any queries or concerns about our work for you, please do not hesitate to contact us. In the first instance, you should address any query or complaint to the fee earner having overall responsibility for your particular matter. If the issue cannot be resolved informally we will provide you with details of our complaints procedure.

All firms of advocates are obliged to attempt to resolve problems that clients may have with the service provided. It is, therefore, important that you immediately raise your concerns with us. We value your business and would not wish to think that you have any reason to be unhappy with us.

Please note if you are unable to resolve your query or complaint satisfactorily directly with us, you also have the right to make a complaint to the Isle of Man Law Society at 13 Mount Havelock, Douglas, Isle of Man, IM1 2QG.

Further note that whilst many dealings as between you and those providing services to you from DQ will be afforded legal privilege, not all work undertaken by us for you may qualify. We would recommend (specifically on cases where work is carried out by advisors who are not lawyers) discussing this with your advisor(s), if this is a relevant consideration, to confirm whether any particular work should qualify for legal privilege.

2. Joint and several liability

The obligations and liabilities pursuant to these terms of business are joint and several and all obligations, covenants, agreements, undertakings, representations and warranties made pursuant to these terms of business are entered into, agreed, given or made jointly and severally by you and any body corporate, partnership, trust, association or other person in respect of any services which are provided by us.

3. Electronic communications

During the engagement, we may from time to time communicate with you electronically. As you are aware, however, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly whilst we will use modern anti-virus software to check for the then most commonly known viruses before sending information electronically and notwithstanding any collateral contract, warranty or representation, neither DQ Advocates Limited nor its employees, agents or servants shall have any liability to you on any basis, whether in contract, tort (including negligence) or otherwise, in respect of any error or omission arising from or in connection with the electronic communication of information to you and your reliance on such information and including (but not limited to) the acts or omissions of our service providers. Such exclusion of liability shall not apply to DQ Advocates Limited in the event of such acts, omissions or misrepresentations which are in any case criminal, dishonest or fraudulent on the part of DQ Advocates Limited's employees, agents or servants.

If the communication relates to a matter of significance on which you wish to rely and you are concerned about the possible effects of electronic transmission, you should request a hard copy of such transmission from us. If you wish us to encrypt or password protect all or certain documents that we will transmit to you electronically you should discuss this with us and we will make appropriate arrangements.

4. Prevention of financial crime

In advance of signing this Letter of Engagement you will have been required to fully-complete and return one of DQ’s onboarding questionnaire (code, code tax or non-code), which lists the information and

documentation we need to comply with prevention of financial crime requirements in the Isle of Man before we can accept you as a client. You represent and warrant that all information which you provide to us is correct, complete and up-to-date and that you will advise us of any changes to this information, within 5 business days of becoming aware of such change.

5. Costs

We will have provided you with an estimate of costs if it is possible. This estimate is not intended to be fixed. If the matter becomes more complex than initially envisaged or if work is requested which falls outside the scope of work originally estimated for, then our costs may be higher and increase, in which case we will provide you with a revised quotation. Please contact us straight away if you have any query about the level of any revised costs. In the event that you do not request a cost estimate or we do not provide one, then fees will be charged on a time spent basis in accordance with the terms as set out herein.

We will charge for work carried out by us on your behalf even if we do not complete the work or the matter does not proceed to completion or you withdraw your instructions. Your liability for costs and expenses commences from the moment that we are instructed and covers any initial work which we may carry out as well as any subsequent work that we carry out.

Our charges are based on the time we spend dealing with a matter. Time spent on your affairs will include meetings with you and perhaps others; considering, preparing and working on papers, correspondence, and making and receiving telephone calls. Routine letters we write or receive and routine telephone calls we make and receive will be charged as units of 1/10th of an hour i.e. 6 minutes. Other letters and calls will be charged on a time basis.

We will inform you if any unforeseen additional work becomes necessary (for example, due to unexpected difficulties or if your requirements or the circumstances of the matter change significantly during the course of the matter). We will also inform you in writing of the estimated cost of the extra work before any extra charges and expenses are incurred.

We will contact you every three months or so with a revised costs estimate if appropriate. We will apply VAT to our charges at the rate which applies (if any) when the work is done.

Please note that if for any reason, a matter which we are handling for you cannot be completed or if you withdraw your instructions to us, we will charge for all work done up to that point (together with all disbursements). In such circumstances, we will also charge for work reasonably done and disbursements incurred in connection with the orderly closure of our file and (if appropriate) the transfer of the matter to another professional adviser.

We will charge you for any disbursements and expenses (and the appropriate VAT where applicable) reasonably incurred by us on your behalf in addition to our own fees and by engaging us, you authorise us to incur such disbursements and expenses on your behalf and agree to reimburse these. These include all expenses incurred by us on your behalf such as photocopying, printing, faxes, couriers, travelling expenses, counsel's fees, foreign lawyers' fees, court fees, experts' fees, search fees, registration fees, filing fees, banking administration costs, AML collection and processing time, all regulatory and compliance costs and all other expenses. We may ask you for payments in advance on account of anticipated disbursements and expenses. As outlined in this Letter of Engagement, we will in any event and for every matter apply an uplift of 2% of our total fees to cover general administrative expenses which are not billed directly to the matter. For the avoidance of doubt, this 2% fee is not ordinarily recoverable in the event of litigation in any assessment of your legal fees by the other party to the litigation and/or the costs assessor.

6. Monies on Account

It is our policy to ask clients to pay sums of money from time to time on account of our fees and the charges and expenses that are expected in the following weeks or months. This helps to avoid delay and to enable payment of expenses before we start work on your matter. We may request further payments on account for charges and expenses as the matter progresses. When we put these payments towards your bill, we will send you a receipted bill. We will offset any such payments against

your final bill but it is important that you understand that your total charges and expenses may be greater than any advance payments.

7. Billing arrangements

To help you budget, it is our practice to send you an interim bill for our charges and expenses at the end of each month or at appropriate intervals while the work is in progress. These will be bills on account, not final bills. We will send you a final bill after completion of the work.

Payment is due to us within 14 days of our sending you a bill. If you do not pay the bill within 30 days, we will charge interest on the bill at 8% a year on a daily basis, from the date of the bill until the date of payment. If a bill is outstanding for in excess of 30 days, we reserve the right to stop all work on your behalf until the bill is paid in full.

Where funds belonging to you are received by us (for example in probate or property transactions or in settlement of a judgment obtained in your favour) then we reserve the right to deduct our charges and expenses from those funds and we will not be required to obtain your prior approval to this.

You have the right to seek assessment of fees charged in accordance with section 23 of the Advocates Act 1995.

If you have any query about your bill, you should contact us straight away.

8. Other party's charges and expenses (if relevant)

It is important that you understand that you will be responsible for paying our bills whatever the outcome of your matter. We will discuss with you whether your charges and expenses might be paid by another person. Even if you are successful, the other party may not be ordered to pay all your charges and expenses or these may not be recovered from them in full; if this happens you will have to pay the balance of our charges and expenses. If the other party is legally aided, you may not get back any of your charges and expenses, even if you win the case.

If you are successful and the court orders the other party to pay some or all of your charges and expenses, interest can be claimed on them from the other party from the date of the court order. We will account to you for such interest to the extent that you have paid our charges and expenses on account, but we are entitled to the rest of that interest.

You will also be responsible for paying the charges and expenses of seeking to recover any charges and expenses that the court orders the other party to pay.

In some circumstances, the court may order you to pay the other party's legal charges and expenses; for example, if you lose the case. The money would be payable in addition to our charges and expenses.

9. Storage of papers and documents

After completing the work, we are entitled to keep all your papers and documents while money is owing to us for our charges and expenses. We will keep our file of papers (except for any of your papers which you ask to be returned to you) in accordance with our legal and regulatory obligations. We will not destroy documents you ask us to deposit in safe custody.

We reserve the right to make a charge for retrieving your stored papers or deeds at your request (this will usually be limited to the actual cost to us of retrieving such papers from our off-site storage facility). We also reserve the right, however, to make a charge based on the time we spend reading papers, writing letters or other work necessary to comply with your instructions in relation to your completed file.

10. Termination

You may terminate your instructions to us in writing at any time but we will be entitled to keep all of your papers and documents while money is owing to us for our charges and expenses.

In some circumstances, we may consider we ought to stop acting for you, for example if a conflict of interest arises, if you cannot give us clear or proper instructions on how we are to proceed, or if it is clear that you have lost confidence in how we are carrying out your work.

We may also decide to stop acting for you only with good reason, for example, if you do not pay an interim bill, comply with our request for a payment on account or provide any customer due diligence documentation or information that we might request. We must give you reasonable notice that we will stop acting for you. Our charges and disbursements will be payable to the date of termination.

11. Monies Held in Client Account/Exclusion of Liability

Please note that when we hold money on your behalf, this is placed in our general clients' account with our bankers unless we agree otherwise with you. The general clients' account is subject to the rules and safeguards set out in the Advocates Accounts Rules 2008. Our general clients' account is also subject to an annual audit by external auditors who must file their audit report with the Isle of Man Law Society.

The Law Society has issued guidance to all advocates that we should make the position of liability in the event of a bank failure clear to our clients in our terms of business. Please note that DQ Advocates Limited, its directors, officers, employees, agents or servants accept no liability whatsoever for any loss, damage or liability you incur directly or indirectly as a result of the insolvency, liquidation, winding up, failure, collapse of, or similar event occurring in relation to, our bankers who operate our general clients' account or any group company of such bankers which results directly or indirectly in our bankers being unable, in whole or in part, to repay any deposit balance in our general clients' account (the "Bank's Failure to Repay"). You hereby agree to hold DQ Advocates Limited and each of its directors, officers, employees, agents or servants harmless in respect of the Bank's Failure to Repay. You accept and acknowledge that there are alternative arrangements available to you in relation to the funds you place in our general clients' account; and that by placing funds in our general clients' account, you agree to the terms of this exclusion of liability and irrevocably acknowledge the reasonableness of this exclusion.

12. Clients' Money

Where details of our clients' money account are provided to you, by way of an invoice or in any other form, in respect of a payment that we request from you, you can share the details of this account with any bank to which you are giving a payment instruction in respect of this payment. You are prohibited from sharing the details of our clients' money account with any other third party without our express written permission. Money should only be remitted to our clients' money account on receipt of a request from us to do so.

13. Data Protection

Our commitment to you in respect of data protection is set out in the Privacy Notice that you will receive as a separate document. If you have any queries in relation to the Privacy Notice, please contact the Data Protection Officer on 01624 626999 or by email at DPO@dq.im.

14. Governing Law & Jurisdiction

These terms of business and the entire engagement between us shall be governed by and construed in accordance with the laws of the Isle of Man. By signing these terms, you hereby agree to submit any disputes to the jurisdiction of the Isle of Man Courts.