

terms of engagement

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1 Our contract

- 1.1 The terms in this document as supplemented and/or amended by any relevant letter of engagement ("Terms"), apply to each matter in relation to which Mills & Reeve LLP undertakes work for you.
- 1.2 In the event of any conflict between this document and the relevant letter of engagement, the letter of engagement shall prevail.

2 Who we are

- 2.1 Mills & Reeve LLP provides legal services in England and Wales, is authorised and regulated by the Solicitors Regulation Authority (number 464604) and is subject to the SRA Code of Conduct 2011, which can be viewed at: www.sra.org.uk/solicitors/handbook/code/
- 2.2 We maintain professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Details of the insurer and the

territorial coverage of the policy are available for inspection at our offices.

3 What we expect from you

- 3.1 We shall be entitled to assume that whoever gives us instructions to provide services has actual authority to do so and we shall be entitled to rely on any information provided to us by that person.
- 3.2 Where instructions are given on behalf of a company, LLP or other organisation we shall be entitled to assume that the Terms have been brought to the attention of and approved by the directors of the company, members of the LLP or, in the case of any other organisation, the appropriate officers of that organisation.
- 3.3 Where our client consists of more than one person or entity, the liability of those persons or entities is joint and several. Each joint client irrevocably permits us to disclose to any other of the joint clients at any time any information which we would otherwise be prohibited from so disclosing by virtue

of our duty of confidentiality. If any joint client ends this permission during the provision of the relevant services, or if a conflict of interest arises between joint clients, we may suspend or terminate the provision of the services related to that matter to one or more of the joint clients.

3.4 It is vital that you provide us with all relevant information to represent you and provide services to you and that all information provided is, to the best of your knowledge, complete, accurate and up to date, and is supplied as quickly as practicable. Please tell us of any subsequent changes to the information provided, as well as about any further information which might be relevant.

4 Communications

4.1 Please let us know if you have a preferred method of communication eg telephone, email or fax. Unless we hear from you, we will use whatever mode of communication appears appropriate in the circumstances.

4.2 All email messages sent to us will, if properly addressed, arrive on the terminal of the person to whom they are addressed. Please be aware of the following points:

4.2.1 the firm is connected to the internet, but the exchange of email messages may be subject to delays outside of our control;

4.2.2 the safe delivery of email via the internet should not be assumed;

4.2.3 the confidentiality of email cannot be guaranteed;

4.2.4 we use Microsoft Office 2003.

4.3 Unless you ask us, we shall not be required to encrypt or password-protect any email or attachment sent by us.

4.4 We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of emails including any attachments.

4.5 We shall not be responsible for the effect on any hardware or software (or any loss or damage arising from any such effect) of any emails or attachment which may be transmitted by us (except where this is caused by our negligence or wilful default).

5 Conflicts of interest

5.1 We take conflict issues seriously. We have procedures in place to ensure that conflict checks are carried out on every matter as soon as practicable so that, if an issue arises, it can be discussed with you and dealt with as soon as possible.

5.2 Our conflict procedures help us fulfil our professional obligations not to act for a client in a matter where there is an actual (or significant risk of a) conflict with:

5.2.1 the interests of another client for whom we are already acting; or

5.2.2 our interests.

5.3 If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately.

5.4 Subject to our professional duties, we will always seek to resolve any conflict issues in the most advantageous way to the clients concerned.

5.5 Where our professional rules allow, you agree that after termination of our retainer, we may act or continue to act for another client in circumstances where we hold information which is confidential to you and material to the engagement with that other client. We will not, however, disclose your confidential information to that other client.

6 Confidentiality

6.1 We will keep confidential any information (which may also be subject to your legal professional privilege) which we acquire about your business and affairs. We may disclose such privileged and/or confidential information and any advice, certificate, report or opinion given by us to you or any third party in connection with your affairs to:

6.1.1 our auditors, external assessors or other advisers or

6.1.2 our insurers (i) for the purposes of our professional indemnity insurance renewal or (ii) in order to assist us to comply with the terms of our professional indemnity insurance cover.

6.2 We may be required to disclose such privileged and/or confidential information and any advice, certificate, report or opinion given by us to you or any third party in connection with your affairs, by law or other regulatory authority to which we are subject.

6.3 If you or we engage other professional advisers to assist with a matter we will assume, unless you notify us otherwise, that we may disclose any such information, advice, certificates, reports or opinions to such other advisers as necessary.

6.4 On occasion we will use external agencies to undertake typing, printing, photocopying, mailings and other business support services. Before doing so we ensure that appropriate safeguards are in place to protect confidentiality. If you have any concerns about this or would like to know more, please let us know.

6.5 In certain circumstances, it may be necessary to erect an information barrier (or Chinese Wall) to protect the confidentiality of client information; if this is needed we will discuss it with you.

6.6 Where possible, we will disclose to you all information which is material to your affairs and business regardless of the source of that information. However, we will not disclose to you any confidential information about the business and

affairs of any other existing or former client, or any information in respect of which we owe a duty of confidentiality to a third party.

6.7 If at any time a third party requests access to documents held by us or asks to interview us in connection with the services we have provided, we may be required as a matter of law to comply with this request.

6.8 You will be responsible for our fees, disbursements and expenses in dealing with any such request, including the fees, disbursements and expenses involved in identifying relevant documents, attending interviews or making or defending any application in connection with the validity of the request. Disbursements and expenses may include the fees of counsel or of third parties instructed by us in order to advise on issues connected with the request.

7 Data protection and our use of your information

7.1 We will use the personal information we receive about you for the administration of our relationship with you, billing (and, where necessary, debt collection) and marketing.

7.2 To help us to make credit decisions about you, to prevent fraud, to check your identity and to prevent money laundering, we may also use the information to search the files of credit reference agencies who will record any credit searches on your file. The information may be used by other credit grantors for making credit decisions about you and the people with whom you are financially associated, for fraud prevention, money laundering prevention and occasionally for tracing debtors. We may disclose your details to our agents and service providers for any of the purposes set out in this paragraph.

7.3 We may from time to time contact you by mail, telephone, or email to provide information that may be of interest to you, including details of the services we offer, newsletters, legal updates and invitations to events. Please let us know when returning any letter of engagement if you do not want to receive such information.

8 Freedom of information

8.1 Save for the information set out in paragraph 8.3 below, information provided by us to you about the firm and/or the provision of our services is confidential to Mills & Reeve LLP and/or commercially sensitive under the Freedom of Information Act 2000 ("2000 Act").

8.2 Likewise information generated by you about us may involve confidential and/or commercially sensitive information under the 2000 Act. Any disclosure of such information to others is likely either to be a breach of confidence and/or to prejudice your or the firm's commercial interests.

8.3 Save in exceptional circumstances, we consent to the following details being disclosed in response to a request for information under the 2000 Act:

8.3.1 these terms;

8.3.2 your annual expenditure on legal services provided by us;

8.3.3 the firm's name as your appointed solicitors and/or tenderers and the firm's business address;

8.3.4 the name and business address of the firm's lead partner for the appointment; or

8.3.5 other information about us which is in the public domain.

8.4 In the event of a request for information under the 2000 Act about us, you will notify us promptly in writing (and before making disclosure) and pay due regard to any representations which we may make about disclosure.

9 Papers and documents

9.1 We store deeds and papers for clients, normally without charge. We also do not normally make a charge for retrieving stored papers or deeds in response to continuing or new instructions to act for you. However, we reserve the right to make a charge based on the time we spend on reading papers, writing letters or providing other services necessary to comply with the instructions.

9.2 We may on occasion wish to put a document created while we are acting on your behalf on our legal know-how system FELIX (Fee Earner Legal Information eXchange). This is an intranet available only to us and helps us to provide you and our other clients with a better service. If you have any concerns about this or would like to know more about FELIX, please let us know.

9.3 On completion of a matter and payment of any outstanding bills we shall return to you, on request, any documents lent to us by you for the purposes of the matter. Where we are acting for joint clients and one joint client asks us to transfer documents lent to us for the purposes of the matter, we will deliver them to, or to the order of, the joint client who delivered them to us.

9.4 We do not agree to retain files for any particular period of time but generally keep all files for a minimum period of 16 years. All files and papers held by us (other than deeds, wills and similar items you have asked us to keep in secure storage) may be preserved on microfilm or by other means of image processing or in electronic form. We reserve the right to destroy files without further reference to you 16 years after completion of a matter.

10 Intellectual property rights

10.1 We retain full and exclusive ownership of all copyright and all other intellectual property rights in all documents, advice and other works (in any form including, without limitation, in electronic form) we create, develop or generate for you in the course of providing the services (including, without limitation, working and draft documents and advice as well as

final documents and advice). We now grant you a non-exclusive, non-transferable, non-sublicensable licence to use and reproduce such documents, advice and other works solely for the purposes for which such services were provided by us and not otherwise. If you do not pay us in full for such services in accordance with paragraph 19 we may, on giving you notice, terminate that licence with immediate effect (in which event you shall not use or reproduce such documents, advice or other works for any purpose) and we will only again grant such licence to you once full payment has been made to us for such services.

10.2 We may retain for our subsequent use a copy of the advice or opinion of any barrister or other third party given in written form (or any note of any advice or opinion) obtained in the course of providing the services. Any barrister or other third party will be instructed on the basis that any such advice or opinion will be retained.

10.3 If we retain a copy of any advice or opinion in this manner we will take all reasonable steps to conceal information (such as name, addresses or descriptions) which might reasonably enable you to be identified.

11 Duty of care and other advisers

11.1 The services provided by us are for your benefit alone and solely for the purpose of the matter to which they relate. They may not be used or relied upon for any other purpose or by third parties. Our duty of care is to you as our client and does not extend to any third party.

11.2 Subject to what is set out in paragraph 14 below, no third party shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Terms, provided that no right or remedy of any such person which exists or is available otherwise than by virtue of that Act shall be adversely affected by the Terms.

11.3 We will, on your behalf, instruct, liaise with or coordinate advice from other professional advisers, including foreign lawyers. We will not be responsible for the accuracy or appropriateness of the advice given or work undertaken by those other advisers or for payment of their fees and expenses.

11.4 We do not provide services relating to the laws of any jurisdiction outside England and Wales and cannot be responsible for the accuracy or appropriateness of the advice given or the work undertaken by foreign lawyers.

11.5 Under the US Sarbanes-Oxley Act 2002, the firm cannot advise on US Securities and Exchange Commission ("SEC") matters in connection with a company's or any parent company's listing in the US. Please let us know about any such listing. You will need to consult with a US law firm where the matter relates to SEC matters. If foreign legal advice is required we can, on your behalf, refer the matter to a substantial network of contacts including the State Capital Global Law Firm Group of which we

are a member. The Group has around 120 member firms, including one from each State capital and other major cities in the USA and some 50 other jurisdictions around the world. Members of the Group practise independently of one another and are not in a relationship for the joint practice of law.

12 Insider lists

12.1 To the extent that the Disclosure Rules applicable to listed and quoted companies require you to procure that persons acting on your behalf draw up insider lists, we will maintain, and provide copies to you on request (in accordance with the Disclosure Rules) of, such lists in relation to those individuals at the firm who have access to inside information about you and will take the necessary measures to ensure that every person whose name appears on such lists is aware of the legal and regulatory duties entailed and of the sanctions attaching to the misuse or improper circulation of such information.

13 Anti-money laundering

13.1 The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. To comply with the law, we need to get evidence of your identity as soon as possible. We will let you know what forms of evidence (if any) we need from you.

13.2 In order to comply with its statutory obligations, the firm operates an anti-money laundering reporting procedure. If the firm knows or suspects that you (or any other party involved in this matter) are involved in money laundering or hold the proceeds of crime, the firm may be required by law to make a report to the Serious Organised Crime Agency (SOCA) and if notification is made, the firm is prohibited from advising the suspected party that it is doing so. These requirements override the firm's duty of confidentiality to you.

13.3 Proceeds of crime are assets or income which have been acquired through some illegal activity, for example drug-trafficking, non-payment of tax or fraudulently obtaining benefits. If a report is made to SOCA, the firm must stop work on the matter until it is authorised by SOCA to proceed.

13.4 Any fees, disbursements and expenses incurred in complying with the above will be charged to you. There may be circumstances in which the firm considers that it is obliged to make a report to SOCA which it later turns out was not required by law. By instructing the firm you agree that such reports can be made. The firm cannot accept responsibility or liability for any loss, damage or expense (whether direct, consequential or otherwise) arising from any delay or otherwise as a result of making any reports to SOCA and ensuring compliance with its statutory obligations.

14 Exclusions and limitations of liability

14.1 If we are prevented by circumstances beyond our reasonable control from providing the services we have undertaken to perform for you, we will immediately notify you of the nature and extent of such circumstances. If as a result of those circumstances we are unable to meet any deadline or complete the services by any estimated date of completion or at all:

14.1.1 any such failure on our part will not constitute a breach of the agreement between us;

14.1.2 we will not be otherwise liable to you for any such failure to the extent that it is attributable to any such circumstances notified to you; and

14.1.3 any estimated date for completion of the services will be extended accordingly.

14.2 We shall not be responsible for any failure to provide services on any issue which falls outside the scope of our engagement and shall have no responsibility to notify you of, or the consequences of, any event or change in the law (or its interpretation) which occurs after the date on which the relevant service is provided.

14.3 We shall not be liable for any indirect loss or damage or any loss of profit, income, anticipated savings, production or accruals arising in any circumstances whatsoever, whether in contract, tort, negligence, for breach of statutory duty or otherwise, and howsoever caused.

14.4 The liability of Mills & Reeve LLP for any claim in contract, tort, negligence, for breach of statutory duty or otherwise, for any loss or damage, costs, expenses or any contractual or statutory interest howsoever caused arising out of or in connection with the services shall, in relation to each matter, be limited to the sum specified in the letter of engagement or, if no sum is specified, the sum of £8 million.

14.5 Mills & Reeve LLP alone will provide the services and your agreement is solely with Mills & Reeve LLP. You agree that you will not bring any claim whether in contract, tort, negligence, for breach of statutory duty or otherwise against any service company owned or controlled by or on behalf of Mills & Reeve LLP or any of the members of Mills & Reeve LLP or against any member of, consultant to, or employee or agent of Mills & Reeve LLP or of any service company owned or controlled by or on behalf of Mills & Reeve LLP or any of the members of Mills & Reeve LLP. Those service companies, members, consultants, employees and agents assume no personal liability for the provision of services and shall be entitled to rely on the Terms insofar as they limit or exclude their liability.

14.6 Nothing in the Terms shall exclude or restrict our liability to you for death or personal injury resulting from our negligence or for fraudulent misrepresentation or in any other circumstances

where liability may not be so limited or excluded under any applicable law or regulation.

14.7 Subject to any agreed limit on our liability, our liability to you shall be limited to such sum as it would be just and equitable for us to pay having regard to the extent of our responsibility for the loss or damage and the responsibilities of all other persons. You agree that our liability shall not be increased by:

14.7.1 any limitation, exclusion or restriction of liability you have agreed with any other person, or any joint insurance or coinsurance provision between you and any other person;

14.7.2 your inability to recover from any other person, or your decision not to recover from any other person.

15 Our fees

15.1 Our fees are normally based on the time spent dealing with a matter. Other factors may also be taken into account in accordance with Law Society rules, for example, complexity, value, importance to the client and urgency. We reserve the right to add an uplift to our hourly rates to take account of these other factors, and to make a charge for the use of our precedents and know-how. We are willing to provide services on an urgent basis, and will endeavour to make staff available outside normal hours if necessary. Please let us know if you would like to have someone on call either over specific periods or generally.

15.2 Time spent will include meetings with you (and perhaps others); any time spent travelling; considering, preparing and working on papers; file opening and compliance procedures; attending court; legal research; correspondence (including emails); preparing attendance notes; making and receiving telephone calls; and preparing and providing copies of documents for you after completion of a matter. We record time in six minute units. Where applicable, our hourly rates are set out in your letter of engagement and vary according to the level of seniority and expertise of each adviser. VAT will be added where applicable. The hourly rates are normally reviewed annually but we reserve the right to alter rates at other times. You will be notified of any changes to the rates. If you wish to cease instructing the firm as a result of any increase in rates, you are free to do so.

15.3 Although hourly rates are the norm, we aim to be flexible in our approach to charging and may have agreed with you an alternative charging method in your letter of engagement.

16 Disbursements and expenses

16.1 By instructing us, you are authorising us to incur such disbursements as we consider necessary. However, we will consult you before incurring any significant disbursements.

- 16.2 Disbursements may include the fees of counsel and other experts, court fees, search fees and stamp duty land tax. In relation to all disbursements we will charge you only the fee that has been charged to us.
- 16.3 In relation to expenses, we reserve the right to charge you a fee (which will cover any actual cost to us and an administration charge):
- 16.3.1 for arranging special bank transactions and special postage services;
 - 16.3.2 for travelling expenses, online meeting and webinar services, computer-based legal research, providing data on electronic media, photocopying, scanning, printing and incoming and outgoing faxes.
- 16.4 VAT will be added to disbursements and expenses where applicable.
- 17 Payments on account**
- 17.1 We may require you to make a payment to us on account of fees, disbursements and expenses at any time and on more than one occasion. The receipt of any such payment on account will be a condition of acting, or continuing to act, for you. Our total bill may be higher than the amount you have paid on account. Money paid on account which is not subsequently required for fees, disbursements and expenses will be refunded to you.
- 18 Clients' money**
- 18.1 Where we receive money from you which is to be applied on your behalf (including payments on account), it will (unless agreed otherwise with you) be held in our general client account which is subject to the strict provisions of the Solicitors' Accounts Rules ("SAR") which can be found at www.sra.org.uk. Subject always to the SAR we are not responsible for any loss arising from the insolvency of any bank where client funds are held. If we make a claim under the Financial Services Compensation Scheme (FSCS) in respect of money which we hold for you, you agree that we may give certain information about you to the FSCS to help them identify amounts to which you are entitled in our client account.
- 18.2 We are required to pay to you a fair sum in lieu of interest on any balance(s) we hold on your behalf in our general client account. This is calculated on the balance(s) held over the whole period for which cleared funds are held, and is paid at a rate not less than the rate of interest payable on the relevant amount or amounts if placed on deposit on similar terms by a member of the business community at the bank where the money is held.
- 18.3 Deposit interest paid to UK residents by us will be paid without deduction of tax. It is your responsibility to declare sums so received for tax purposes.
- 18.4 As required by the SAR, money held by us will be taken in payment or part payment of our invoices within 14 days of the date of the invoice, unless that money is held for any other purpose. You agree that we can retain monies against unbilled and unpaid disbursements.
- 18.5 We do not accept any payment in cash. Where we receive money from you by debit or credit card, we will make an additional charge of 2% of the amount received (except where you are paying our invoices), which will be shown as a fee on a subsequent invoice.
- 18.6 Where we make payment of money to you or to another person on your behalf, it will usually be by cheque sent in the ordinary post or an electronic funds transfer. Whichever payment method is used we do not accept any responsibility or liability for any losses arising in respect of any interception, appropriation, misuse or delay in receipt. You authorise us to send any cheque in the ordinary post and, on posting, property and risk in the cheque will pass to you. As a security measure and for your protection we ask that you tell us the payee's bank account number in addition to the payee's name for inclusion in any cheque. If you would like us to use any particular payment method then please let us know.
- 18.7 Where the firm makes (or secures the making of) a savings income payment to an individual who is resident in another EU member state (or certain other prescribed territories), the firm must notify the domestic tax authorities and provide a return of the payments made. The domestic tax authorities will share this information with the tax authorities in your country of residence.
- 18.8 If the income we pay or secure for you is received by you on behalf of someone else (as their agent or nominee, for example) we will also require this person's information to be provided to us. Normally, if we have details of the ultimate beneficiary of the income then it is the details of that beneficiary, rather than your own details, that we should include on our return.
- 19 Billing and payment terms**
- 19.1 Unless otherwise agreed in your letter of engagement, we will be entitled to bill you in respect of fees, disbursements and expenses monthly and on completion of each matter. At the end of our financial year we shall be entitled to bring up to date our billing in respect of all your then unbilled work. There may be a delay in invoicing disbursements incurred on your behalf pending our receipt of the relevant invoices from suppliers and our bills are not a final bill in relation to disbursements and expenses.
- 19.2 Our bills are due for payment on receipt without any deduction, set-off or counterclaim. We reserve the right to suspend or terminate the provision of further services until payment is received. If a bill (or part of a bill) remains unpaid for 30 days after the date of the invoice, we reserve the right to charge interest at a rate equal to the lower of the rate applicable to judgment debts and 3% above Barclays Bank plc base rate until payment is made. In addition to our legal right (lien) to hold on to your papers and other assets in our possession until all sums outstanding

to us are paid, we have a contractual right to do the same (whether in relation to the services for which payment has not been made or any other services).

- 19.3 If you have any problems with a bill please see the guidance in paragraph 21 (“Complaints handling”) below. In addition, you have a right to object to a bill by applying to the court for an assessment of the bill under Part III of the Solicitors Act 1974. If you apply to the court, the Legal Ombudsman (see paragraph 21 below for details) may decide not to deal with a complaint about the bill. We will send you a monthly statement of account detailing every bill which remains unpaid. You will also be sent a reminder letter for all unpaid bills which are older than 21 days.
- 19.4 Unless otherwise agreed in writing, you must pay all bills in sterling. If bills are not paid in sterling and we incur currency conversion charges or other bank charges, or we suffer exchange-rate losses, we reserve the right to charge additional sums to cover such items.
- 19.5 If a third party agrees to be responsible for payment of some or all of our fees, disbursements and expenses on your behalf, and payment is not made in accordance with these Terms, you will be responsible for paying to us any outstanding amount.

20 Early termination of services

- 20.1 You or we may bring the provision of all or any services to an end at any time by giving written notice to the other. We will not do this without giving you reasonable notice and without a good reason such as:
- 20.1.1 your failure to pay to us any amount due, or money on account requested; or
 - 20.1.2 your insolvency; or
 - 20.1.3 the discovery or creation of a conflict of interests; or
 - 20.1.4 our being prevented from acting by the Serious Organised Crime Agency; or
 - 20.1.5 your requesting us to break the law or any professional requirement; or
 - 20.1.6 the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us; or
 - 20.1.7 your failure to give us adequate instructions; or
 - 20.1.8 any other breach by you of the Terms.
- 20.2 If the provision of services is terminated you will be liable only for fees arising and payments made or committed up to the date of termination, together with any fees or payments for services necessary in connection with the transfer of the matter to another adviser. If this happens, we shall charge for services provided in accordance with the hourly rates prevailing at the relevant time. VAT will be charged as applicable. All our rights set out in the Terms

shall continue to apply even if we terminate the agreement between us.

21 Complaints handling

- 21.1 We do our utmost to treat all our clients fairly. If you have any problem with our services (including any problem with a bill – for further details see paragraph 19.3 above) you have a right to complain. If you are unable to resolve the problem with the individual dealing with the matter (or their supervisor) or the person managing our relationship with you, you should write without delay to the managing partner, Guy Hinchley, setting out the nature of your complaint.
- 21.2 We have a complaints procedure, a copy of which is available on request (or at www.mills-reeve.com/terms). We will endeavour to deal with any complaint as soon as practicable. If we are unable to resolve the complaint between us, you have a right to refer the issue to the Legal Ombudsman at PO Box 15870, Birmingham, B30 9EB. Any complaint to the Legal Ombudsman must normally be made within six months of receiving a final written response from us about your complaint or within a year of the act or omission about which you are complaining occurring (or you becoming aware of it). For further information you should contact the Legal Ombudsman on 0300 555 0333 or at www.legalombudsman.org.uk. Please note that the Legal Ombudsman may decline to deal with complaints from certain types of clients.

22 Dispute resolution

- 22.1 All disputes will in the first instance be dealt with under the complaints handling procedure described at paragraph 21 above.
- 22.2 If the complaint cannot be dealt with under paragraph 21 above it will be referred to mediation by a sole mediator agreed between us and you or, in default of agreement, appointed by The Centre of Effective Dispute Resolution.
- 22.3 All disputes not resolved under paragraphs 21 and 22.2 shall be determined by the courts of England & Wales. You and we irrevocably agree to submit to the jurisdiction of the courts of England & Wales over any claim or issue arising under or in connection with the Terms and you and we waive any objection to proceedings being brought in these courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum.

23 Non-waiver

- 23.1 Any failure by the firm to insist upon strict performance of any of the Terms, or any failure or delay by the firm to exercise any rights or remedies whether under the Terms and/or at law or otherwise, shall not be deemed a waiver of any right of the firm to insist upon the strict performance of the Terms or of any of its rights or remedies as to any default under the Terms.

24 Investment advice

- 24.1 The services may involve investments. We are not authorised by the Financial Services Authority (FSA) under the Financial Services and Markets Act 2000 (2000 Act). Therefore, we may refer you to someone who is authorised to provide any necessary advice. However, because we are members of the Law Society of England and Wales, we can provide certain limited services relating to particular categories of investment, provided they are closely linked with the legal services we are providing to you. Where instructed by you, we may obtain advice from or arrange a transaction with or through an authorised or exempt person.
- 24.2 We are included on the register maintained by the FSA so that we can carry on insurance mediation 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 FSA website at www.fsa.gov.uk/Pages/register.
- 24.3 The Law Society of England and Wales is a designated professional body for the purposes of the 2000 Act. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment or insurance advice you receive from us, you should raise your concerns with either the Solicitors Regulation Authority or the Legal Ombudsman.
- 24.4 Our role is as legal adviser and therefore it is not generally part of our function to give advice on the merits of investment transactions or to act as a broker or arranger. Accordingly, we have assumed that your decision to discuss or negotiate any particular transaction, and any decision actually to enter into any transaction, will be made by you on the basis of your own assessment of the business, financial and policy aspects of the matter. In any event, it is not part of our role to communicate invitations or inducements to engage in investment activity on behalf of clients, and therefore nothing we say (by whatever means of communication) or do, should be construed as an invitation or inducement to you, or to anyone else, to engage in investment activity.

25 Equality and diversity

- 25.1 We are committed to promoting equality and diversity in all of our dealings with clients, third

parties and employees. We will not discriminate in the way we provide our services on the grounds of sex (including gender reassignment), marital status, sexual orientation, disability, race, colour, religion, age, nationality or ethnic or national origins.

26 Governing law

- 26.1 The Terms are governed by and will be construed in accordance with the law of England and Wales.

27 Severability

- 27.1 If any of the Terms is found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but without affecting any other Term.

28 Definitions

- 28.1 In these terms of engagement:
- 28.2 “we”, “us”, “our”, “firm” and “Mills & Reeve LLP” mean or refer to Mills & Reeve LLP (a limited liability partnership registered in England and Wales with registered number OC326165 and VAT number GB 104 8345 88 whose registered office is at Fountain House, 130 Fenchurch Street, London, EC3M 5DJ) and any successor practice and any service company owned or controlled by or on behalf of Mills & Reeve LLP or any of its members and, as the context requires, all members of, consultants to and employees and agents of, Mills & Reeve LLP and of any service company owned or controlled by or on behalf of Mills & Reeve LLP or any of its members;
- 28.3 the terms “partner” and “partners” mean or refer to a member or members of Mills & Reeve LLP (a list of members may be inspected at any of our offices or at www.mills-reeve.com/terms);
- 28.4 “you” and “your” refer to our client;
- 28.5 “matter” means a specific transaction, dispute or issue in relation to which you ask us to provide services whether or not it has been defined in a letter of engagement or other agreement;
- 28.6 “services” means all services we provide to you in relation to the relevant matter.

www.mills-reeve.com

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