MILLS & REEVE
Achieve more. Together.

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 their Standards and Regulations, which can be viewed at: www.sra.org.uk.

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.

3.5 The services are provided to you and may not without our prior written consent be disclosed to any other party or be referred to in any public document or communication.

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 Please be aware that criminals are known to target communications by email between solicitors and their clients. Therefore, before you use email to communicate with us, we strongly advise you to install and maintain appropriate anti-virus and anti-malware software. We shall not be responsible for checking whether you have done so. Please be particularly wary of any email or its attachment which gives you information about where to send money eg bank account details. If in any doubt you should seek appropriate corroboration from us by phone or personal contact.

4.3 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:

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

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

4.3.3 the confidentiality of email cannot be guaranteed.

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

4.5 We shall not be responsible for any loss or damage arising from:

4.5.1 the unauthorised interception, re-direction, copying or reading of emails including any attachments; or

4.5.2 our acting on instructions which appear to come from you but in fact do not (for example via "spoofed" email including where your account has been hacked), unless we are negligent to do so.

4.6 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 appropriate 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. Subject always to ensuring that appropriate safeguards are in place to protect confidentiality, we may from time to time 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 third parties for the purposes of our business, including but not limited to:

6.1.1 our auditors, external assessors or other advisers;

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;

6.1.3 external agencies who undertake typing, printing, photocopying, mailings, data storage and other business support services.

6.2 We may be required, by law or other regulatory authority to which we are subject, 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.

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

6.5 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.

6.6 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.

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

6.8 You should take care to preserve the confidentiality of your documents and information. Confidentiality (and also legal professional privilege if it applies) could be lost if you refer to legal advice on social media, to the press, have a conversation on a crowded train or potentially if you put information or legal advice into a public AI system. More guidance is available on request or at www.mills-reeve.com/information/guidance-about-privilege.

7 Data protection and our use of your information

7.1 Privacy notice and personal data:

7.1.1 Our privacy notice is available on request or at: www.mills-reeve.com/information/client-customers-and-third-parties-privacy-notice/.

7.1.2 It explains:

(i) what categories of personal data we may hold about you and the sources of that data;

(ii) the purposes we use that information for and the legal basis for processing that information;

(iii) who we may share that data with;

(iv) the period for which your data is stored, or the criteria to determine that period;

(v) the rights that you have in respect of your data, including information about the right to lodge a complaint with the Information Commissioner's Office if we have failed to comply with our obligations in respect of your data.

7.1.3 We may amend our privacy notice periodically to ensure that it is operating effectively and complies with relevant laws and regulations. We will notify you of any substantial changes to the notice.

7.1.4 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.

7.1.5 Where you provide any personal data to us (including that of third parties involved in the instructed matter), you are responsible for ensuring that your disclosure of that data to us for the use by us in the provision of our services complies with the requirements of the data protection legislation. You have the sole responsibility for the accuracy,

quality and legality of the personal data you provide to us.

7.2 Use of your information to search the files of credit reference agencies:

7.2.1 To help us to make credit decisions about you, to prevent fraud, to check your identity and to prevent money laundering or other financial crime, we may also use the personal data we hold about you to search the files of credit reference agencies who may record any searches on your file. We may do this before you enter into this agreement. 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.

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. 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 this, please let us know.

9.3 On completion of a matter and payment of any outstanding bills, we shall return to you 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 files for a period of at least seven 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 solely in electronic form. We reserve the right to destroy files without further reference to you seven 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 names, 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. You may not assign all or any part of the benefit of, or your rights and benefits under, the Terms.

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 and/or service providers, 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 other charges.

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.

11.6 We may use appropriate technology and software in the performance of our services, which may include use of artificial intelligence (such as machine learning or generative AI). Our use of such technology or software does not affect our duty of care to you.

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 and source of wealth and funds of their clients and sometimes people related to them – Customer Due Diligence ("CDD"). 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. We need to complete CDD checks satisfactorily in order to comply with legal obligations. You agree that we may retain your personal data relating to our CDD checks for as long as we consider necessary which may exceed the periods referred to in regulations 40(3) and 40(4) of the Money Laundering, Terrorist Financing and Transfer of Funds (information on the Payer) Regulations 2017.

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 National Crime Agency ("NCA") 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 the NCA, the firm must stop work on the matter until it is authorised by the NCA to proceed.

13.4 Any fees, disbursements and other charges 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 the NCA 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 the NCA 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.

14.3 We 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.

14.4 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.

14.5 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, other charges 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.

14.6 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.

14.7 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.

14.8 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:

14.8.1 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;

14.8.2 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. That means that if a person working on a matter for you spends less than six minutes on your matter on one or more occasions, a full six minutes may be recorded for each occasion. 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 other charges

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 We reserve the right to charge you a fee (which will cover any actual cost to us and/or an administration charge):

16.3.1 for arranging certain bank transactions and 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 other charges where applicable.

17 Payments on account

17.1 We may require you to make a payment to us on account of fees, disbursements and other charges 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 other charges 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 SRA Accounts Rules ("SRA AR") which can be found at www.sra.org.uk. Subject always to the SRA AR, we will not be responsible for any loss arising from the insolvency of any bank where client funds are held or from any other action or event, where that action or event is beyond our control, including but not limited to governmental or other levies on bank accounts. 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 account to you for a fair sum of interest on any client money we hold on your behalf. A full version of our policy is available on request or from our website at: www.mills-reeve.com/information/legal-statements. We draw your attention to the clause of the policy relating to disclosure of information to the FSCS.

18.3 Deposit interest paid to UK residents by us will be paid without deduction of tax unless we tell you in writing otherwise. It is your responsibility to declare sums so received for tax purposes.

18.4 As required by the SRA AR, where we are holding client money, some or all of which will be used to pay our costs, we will provide a bill of costs or other written notification of costs incurred before the transfer of any client money in payment or part payment of our invoices. You agree that we can retain monies against unbilled and unpaid disbursements.

18.5 We do not accept any payment in cash. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to make enquiries about the source of the funds.

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 an 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 other charges 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 other charges.

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 the rate applicable to judgment debts until payment is made. In addition to our legal right (lien) to hold on to certain of 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 are required by law to make a deduction or withholding from the payment of a bill for our services, you are required to notify us in writing of the amount to be deducted or withheld and the legal justification for such deduction. If required by us, you shall pay such additional amount as shall be required to ensure that the net amount received by us will equal the full amount which would have been received by us on payment of the relevant bill had no such deduction or withholding been required to be made. To the extent that any deduction or withholding in respect of which an additional amount has been paid under this paragraph results in us obtaining a tax credit or deduction (all reasonable endeavours having been used to obtain such credit or deduction), we shall pay to you an amount equal to the lesser of: (i) the amount of tax saved by us as a result of the use of such credit or deduction; and (ii) the additional sum paid under this paragraph.

19.4 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.

19.5 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.

19.6 If a third party agrees to be responsible for payment of some or all of our fees, disbursements and other charges 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;

20.1.2 your insolvency;

20.1.3 the discovery or creation of a conflict of interests;

20.1.4 our being prevented from acting by the NCA;

20.1.5 your requesting us to break the law or any professional requirement;

20.1.6 any harassment, offensive or discriminatory behaviour by you towards us;

20.1.7 the relationship of trust and confidence necessary between solicitor and client ceasing to exist between us;

20.1.8 your failure to give us adequate instructions; or

20.1.9 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 19.4 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 a complaints manager setting out the nature of your complaint.

21.2 We have a client complaints procedure, a copy of which is available on request or at: www.mills-reeve.com/information/legal-statements.

21.3 We will endeavour to deal with any complaint as soon as practicable. If we are unable to resolve your complaint to your satisfaction within eight weeks of you first raising your complaint with us, you may have the right to refer the issue to the Legal Ombudsman at PO Box 6167, Slough, SL1 0EH or by email to enquiries@legalombudsman.org.uk.

21.4 Note that the Legal Ombudsman may consider complaints from prospective clients as well as existing or former clients, and from beneficiaries of trusts and estates, but may be unable to accept complaints from certain types of clients.

21.5 The Legal Ombudsman will expect complaints to be made to them within a year of the date of the act or omission about which you are complaining or within a year of the date on which you should reasonably have known there was cause for complaint and within 6 months of our final written response to you.

21.6 For further information you should contact the Legal Ombudsman on 0300 555 0333 or go to: www.legalombudsman.org.uk.

22 Dispute resolution

22.1 All disputes not resolved under paragraph 21 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 and insurance distribution activities

24.1 The services may involve investments. We are not authorised by the Financial Conduct Authority ("FCA") 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 FCA so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the FCA website at: www.fca.org.uk/firms/financial-services-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 Disclosure of Tax Avoidance Schemes (DOTAS) etc

25.1 There are circumstances in which: (i) arrangements which may enable a person to obtain a tax advantage; or (ii) proposals to enter into such arrangements are notifiable to HM Revenue & Customs ("HMRC") under Part 7 of the Finance Act 2004 (Disclosure of Tax Avoidance Schemes) and regulations made thereunder ("DOTAS Rules") or under section 66 of, and Schedule 17 to, the Finance (No.2) Act 2017 (Disclosure of Tax Avoidance Schemes for VAT and Other Indirect Taxes) and regulations made thereunder ("DASVOIT Rules").

25.2 If we are solely responsible for the tax advice given to you in the course of the design of such arrangements, we shall (unless instructed otherwise by you) provide you with advice on:

25.2.1 your obligation to notify such arrangements (or proposed arrangements) to HMRC or your ability (should you so decide) to waive legal professional privilege ("LPP") with the result that the obligation to notify HMRC falls on us; and

25.2.2 the possible adverse consequences which may flow from the application of the DOTAS Rules or the DASVOIT Rules;

and we shall give you an estimate of such additional fees as would become payable for such advice.

25.3 In all circumstances other than those referred to in paragraph 25.2 above we shall not (unless we accept instructions to do so) advise you on your obligation (if any) or the obligation of any other person to notify such arrangements (or proposed arrangements) to HMRC or your ability (should you so decide) to waive LPP with the result that any such obligation to notify HMRC might fall on us.

25.4 You will supply us with details (so far as the same are known to you) of any person or persons who:

25.4.1 have provided tax advice in the course of the design of such arrangements;

25.4.2 have brought such proposed arrangements to your attention; and/or

25.4.3 are (in addition to us) to any extent responsible for the organisation or management of the arrangements.

25.5 Save as set out above, we shall not in any of the above circumstances (unless we accept instructions to do so) advise you in relation to any further obligations you may have under, or any adverse consequences which may flow from the application of, the DOTAS Rules or the DASVOIT Rules.

26 Equality and diversity

26.1 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. We expect you to conduct yourself in the same way in your dealings with us and, in accordance with paragraph 20, we may terminate the provision of all or any services if you fail to do so.

27 Governing law

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

28 Severability

28.1 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.

29 Definitions

29.1 In these terms of engagement:

29.2 "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 24 King William Street, London, EC4R 9AT) 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;

29.3 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 our registered office;

29.4 “you” and “your” refer to our client;

29.5 “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; and

29.6 “services” means all services we provide to you in relation to the relevant matter.

November 2026

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