



MBM COMMERCIAL LLP - TERMS OF BUSINESS

MBM COMMERCIAL LLP's Terms of Business below explain the terms and conditions which apply when you ("you") instruct us to act on your behalf (your "business"). They are subject to any accompanying "Letter of Engagement" (which may be a letter or an email from us further detailing our engagement with you). If there is any conflict between the terms of these Terms of Business and any accompanying Letter of Engagement, then the terms of the Letter of Engagement shall prevail. Please check our website on the "Instructing Us" page at www.mbmcommercial.co.uk/instructing-us.html for the most up to date version of our Terms of Business.

1. WHO ARE WE?

MBM Commercial LLP ("MBM", "we" or "us") is a limited liability partnership registered in Scotland, number SO330552 with its registered office at 5th Floor, 125 Princes Street, Edinburgh EH2 4AD and with offices in Edinburgh and London.

We are authorised and regulated by the Law Society of Scotland (20613) and the Solicitors Regulation Authority (563609) as a multi-national practice. Our firm includes lawyers (being either partners, employees or consultants) admitted to practice in Scotland, England and various states of the USA. We also have a number of consultants who are trade mark attorneys, patent attorneys, tax specialists and experts in regulatory compliance. Our patent attorneys are subject to regulation by The Intellectual Property Regulation Board. Our tax specialists are regulated by the Institute of Chartered Accountants of Scotland.

2. OUR DUTY OF CARE AND WHAT WE DO AND DON'T DO

The scope of our representation is described in the Letter of Engagement and is also limited to working on behalf of the client identified in the Letter of Engagement. We do not represent any other entity or individuals unless specifically stated in the accompanying letter. We will give your business proper professional skill, care and attention and we will not act for you if it is not in your best interests. For the avoidance of doubt we will not be responsible for advising on the accountancy implications of any work undertaken by us from time to time. We will only be responsible for advising on a tax matter if we have expressly agreed to do so in a Letter of Engagement as part of our tax consultants being engaged to assist you. We recommend that you seek appropriate advice from tax advisers, accountants and other professional advisers in relation to your business. Furthermore we also recommend that for any investment deals that you may be involved in where a particular tax relief (eg Enterprise Investment Scheme, SEIS or VCT relief) requires to be sought then you ensure that an advance clearance is sought from HMRC with the help of a specialist tax adviser. To be clear, if we give you any guidance on tax or accounting related issues that is not expressly covered by a Letter of Engagement for tax advice this is only informal guidance and not advice which you can rely on and as such you must seek separate advice from a specialist tax adviser or accountant (as appropriate). Unless otherwise expressly agreed with you, the work that we undertake will not include monitoring or reminding you of warranty periods or other notice periods. In most instances, our advice will either relate to the law of Scotland or the law of England but where one of our solicitor's competencies extends to relevant aspects of other jurisdictions' law (eg a state of the USA), we will advise as appropriate. All legal advice and correspondence given by a partner (being a member of MBM), solicitor, consultant or member of

staff of MBM is given for and on behalf of MBM unless otherwise stated.

3. OUR DUTY OF CONFIDENTIALITY

Your business will not be disclosed to any other party without your permission, except in a situation when we are legally compelled to do so. It is important that you keep all aspects of your communications with us confidential and what we tell you is generally protected by the lawyer-client privilege. As the privilege could be deemed to have been waived if someone other than the client sees the privileged material, we recommend that you keep all of our statements in a separate file and keep the file in a secure place. We are occasionally audited by the Law Society of Scotland, the Solicitors Regulation Authority and other applicable regulators and client files may be selected and reviewed for audit purposes.

4. DELIVERY OF OUR SERVICES

We believe that effective communication with our clients is fundamental to providing a high quality service. We will correspond with you by telephone, letter and/or by email as appropriate. If you have any preference then please let us know. Please note carefully the security arrangements in Paragraph 26 below that are also relevant to the delivery of our services.

5. INSTRUCTIONS

You can help us by giving clear instructions, disclosing fully and accurately all facts, keeping us informed of all developments relating to the matter and asking questions about anything you do not understand. We would also ask that you deal promptly with any queries or requests for information, let us know if there are any important time limits which we should be aware of, be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay reasonably informed on all developments relating to the matter. We will rely upon information and guidance you provide to us. We will keep you reasonably informed of progress and developments, and respond to your inquiries.

If we are acting for more than one person (eg partners or husband and wife) we may take instructions from one person on behalf of the other(s) and all will be fully liable for any actions taken or fees incurred on a joint and several basis. You should also advise us if we are able to take instructions or authorisation from anyone other than yourself. If we are selling a property or business for you must tell us about all mortgages, standard securities, charges or inhibitions affecting you or the relevant property or business.

We are in a number of instances bound by the ethical guidelines of various regulatory authorities and will accept instructions to act for you on the basis that we will act in accordance with those ethical guidelines where they apply to us.

6. CLIENT IDENTIFICATION & SOURCE OF FUNDS CHECKS

It is a criminal offence for us to fail to carry out various client identity checks and procedures in the course of our profession. Under the The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and other legislation we are required to ask you for certain information, carry out risk assessments and formally establish your identity and permanent address as well as establish that you are not on certain "black list" databases (eg for politically exposed persons and also for terrorist suspects). Part of this process will involve us undertaking a third party data check (often via Amiqus ID) and if your identity cannot be verified using this service then we reserve the right not to act for you. We reserve the right to request that you provide us with original documents to enable us to perform these mandatory checks as well as detailed background information about you, the source of any funds and your business. Please note that we must perform these checks prior to providing any advice to you. We are also legally required to carry out these checks on a regular basis to ensure that the information we hold about you is up to date. Please note that we may also have to carry out checks against any persons who are involved in instructing us who may not be our client and also in relation to any

investors involved with your transaction. Please note we apply a standard charge of £15 plus VAT for each identity check that we are required to undertake (as we have to pay for this service) and this will normally be added to your next invoice.

As part of our legal obligations to verify the source of any funds involved in any transaction we will normally need to know details of the bank account (including sort code and account number) and where the funds have come from, so please do not be offended should we ask you. Please note that if we cannot verify the source of any funds within 24 hours of receipt we are obliged to return these funds to the relevant bank.

7. OUR OFFICE HOURS

Our normal office hours are 9 a.m. to 5 p.m. (GMT) each weekday (excluding bank and public holidays in London and Edinburgh). Arrangements can be made to see you outside these hours if necessary and messages can always be left on our voicemail and answering machine or sent to us by email. We will endeavour to respond to any message as soon as possible. If you instruct us to work outside normal working hours then we reserve the right to charge an appropriate uplift on the standard hourly rate of the relevant solicitor, consultant or member of staff being asked to work depending on the circumstances.

8. PAPERS AND CORRESPONDENCE FILES, STORAGE COSTS & OUR LEGAL RIGHT OF LIEN

At the conclusion of a particular item of work, we will normally send you any original signed contracts or documents or other papers (eg share certificates) to you for safe keeping. Please note that postal services are at times unreliable and we cannot be responsible for any items which go missing as a result of the postal system. If you ask us to send out documents to you and/or other relevant parties by recorded delivery post then we shall be entitled to charge you for these costs. If you instruct us to store original signed contracts or documents or other papers please note that (i) these shall be stored in secure premises but not in fire-proof conditions and (ii) we shall be entitled to charge you for such storage and we shall notify you of any charges to be made (whether before such storage takes place or at any time in the future).

We are required to retain correspondence files for up to 10 years and as a result we charge a correspondence file storage fee of £20 plus VAT to cover our costs for doing so. We have electronic filing for most of our files and by instructing us you agree to having your records and correspondence with us stored in such format. If you would like more information about this then please let us know.

Please also note that we have the right to retain your correspondence files, papers and documents (in whatever format) until our fees, including any late payment fees or interest, are paid. If we ever receive a mandate from you to transfer your correspondence files, papers and documents to a third party then you agree that this may be done by us in any format (which normally will be in electronic format given that we have electronic filing for most of our files).

9. OUR COPYRIGHT POLICY

Unless we expressly agree otherwise, the copyright in the original materials which we generate for you belongs to us, and we assert our moral rights. However, the fee you pay for our work permits you to make use of that material for the purposes for which it is created.

10. OUR FEES

Unless otherwise agreed with you, prior to beginning any specific items of work for you from time to time we shall endeavour to provide your business with an estimate or fixed fee quote (normally in our "**Letter of Engagement**", which may be a letter or an email from us). Please note that this may be difficult to do at times if the scope of the work is not clear or if the request for the work is urgent. In the absence of any Letter of Engagement or other correspondence from us in writing or by email which details an agreed feeing arrangement, our fees in connection with any work

instructed by your business from time to time will be charged on the hourly rates of the relevant solicitor, consultant or member of staff. Copies of the hourly rates applicable at any one time for all solicitors, consultants and members of staff of the firm are available on our website at www.mbmcommercial.co.uk (see section called "Instructing Us") or can be obtained on request. Unless otherwise expressly agreed with you in a Letter of Engagement, (i) we shall not provide our services on a contingent fee basis, and (ii) if any matter that we are working on does not proceed to completion then we shall then be entitled to invoice you immediately for all work carried out up to that date at our standard charge out rates (provided this does not exceed any fixed fee where we have agreed one with you).

Where we agree a **fixed fee** (as detailed in our Letter of Engagement), this will be based on two assumptions: (1) the structure or complexity of your business will not be changed to any material extent by any revision or renegotiation; and (2) no material work will be required beyond what was anticipated at the time the fixed fee was issued. We reserve the right to revisit and increase any fixed fee quotes in the event that any of these assumptions turns out not to be the case. If this happens we will provide another fixed fee quote. You will be deemed to have accepted the new fee unless you let us know to the contrary within 5 working days of having received notice of this from us. If you inform us within 5 working days that the additional fee is unacceptable to you, we shall then be entitled to invoice you immediately for all work carried out up to that date at our standard charge out rates, notwithstanding that your business has not been completed.

Where we give you an **estimate or quotation**, it is an estimate or quotation only, not a fixed fee. The fee we will charge you will be the time taken by the relevant solicitor, consultant or member of staff acting on your behalf, multiplied by their hourly charge out rate. However, if we become aware that the work required to complete your business will exceed our estimate or quotation, we will let you know as soon as possible and provide you with a further estimate or quotation to cover the additional work considered necessary to conclude your business.

Where our fees are based on **hourly rates**, these hourly rates will be in line with the hourly rates which are published from time to time on our website or as otherwise notified to you. Please note that different hourly rates may apply for different types of work or transactions, for different types of legal qualification and different geographical locations.

In some transactions third parties may be liable to you to pay or contribute to your costs. As our client you are nonetheless responsible for our costs. We will account to you for any sum that is received from the third party.

11. OUR OUTLAYS / DISBURSEMENTS

In addition to professional fees, we will ask you to pay for any outlays/disbursements, significant photocopying charges, courier charges and other out of pocket expenses incurred on your behalf and also travelling time (including in relation to all work undertaken by us in relation to any mandate to transfer the correspondence files, papers and documents to a third party). We will either ask for a sum on account before any such charges or expenses are incurred, or will invoice you immediately afterwards. Please note that we apply a standard charge of £100 plus VAT for the first CD-Rom/electronic Completion Bible that we are asked to produce and £10 plus VAT for each subsequent CD-Rom/electronic Completion Bible. Please note that there is no cost for bibles provided by way of Dropbox or similar download or electronic file sharing facility and we do not prepare paper-based Completion Bibles. As already noted we also apply a standard charge of £15 plus VAT for carrying out an identity check (which we are obliged to undertake) and a correspondence file storage fee of £20 plus VAT (due to our obligations to store correspondence). For assisting with standard and advanced electronic signatures we use DocuSign and apply an outlay charge of £10 plus Vat per DocuSign e-signature envelope. Due to the complexity of setting up and using qualified electronic signatures we will provide a separate outlay charge for dealing with these. Please refer to the Digital Deals Hub on our website for more details on which

electronic signatures may be appropriate for what type of transaction and document.

12 OUR INVOICES

Our invoices are payable on receipt. In the event of non payment within 14 days we shall be entitled (at our absolute discretion) to charge you a late payment administration fee of £150 or interest on the outstanding amount at the rate of 8% above the Royal Bank of Scotland base rate applying at the time, calculated on a daily basis and compounded monthly. We shall be under no obligation to carry out any further work for you until outstanding invoices (and applicable late payment fees or interest) have been paid in full. We shall also be entitled to set off any fees (and applicable late payment fees or interest), expenses and outlays due to us against any credit balance or deposits held on your behalf before sending you the balance. Unless otherwise agreed with you in any Letter of Engagement, (a) we will charge for our work on (i) completion of the relevant matter, (ii) a monthly basis, or (iii) when the relevant work in progress reaches £1,000, whichever is the sooner; and (b) all invoices shall be made out to your business. Any payment you make to us on account of costs or any sum received by us on your behalf which is not received for a specific purpose, may be set off against any invoice (interim or final) issued to you by us.

13. INTEREST ON CASH DEPOSITS HELD BY US

On account of the very low interest rates which are currently available and the level of administration which we would have to charge you for, our policy is that we will not ordinarily place cash deposits on an interest bearing account. We do however, in accordance with the requirements of the Law Society of Scotland, place very large sums which we are to hold for long periods of time on deposit on an interest bearing account. If you wish us to deposit funds on your behalf or require any further information on our deposit accounts, please let us know.

14. DATA PROTECTION & OUR PRIVACY POLICY

Where we specifically request ID documentation from you in order to carry out client identity checks as required under Anti-Money Laundering legislation, we will only use this documentation for this purpose. Full details of our use of personal data (including our legal basis for such use) and information on the rights of data subjects in relation to that data are set out in our privacy policy at <https://mbmcommercial.co.uk/general-privacy-policy.html>. If you have any questions about this policy, or our use of personal data generally, then please contact our Data Privacy Partner, Andy Harris, at andy.harris@mbmcommercial.co.uk.

15. UNFORSEEN CIRCUMSTANCES

If we are unable to perform our obligations to you as a result of circumstances beyond our control (which includes without limitation delays as a result of acts of God, pandemics, war, acts of terrorism, civil disturbances, staff absences, unavailability of email, I.T. and/or other telecommunication systems and governmental regulations and directions) we shall give you prompt notice of such circumstances or delay. Such delay that we give you notice of shall not constitute a breach of our agreement with you, but if such delay continues for a period in excess of 30 days, you shall be entitled to terminate your relationship with us.

16. OUR INSURANCE AGAINST CLAIMS & LIABILITY LIMITATION

Unless another limit is expressly agreed in writing by us, our maximum aggregate liability for any claim or series of related claims directly arising out of, or in connection with services and advice supplied by us to you (whether as a result of breach of contract, negligence or otherwise) shall be such sum which equals ten times the amount of the fees that you pay us in connection with the relevant claim(s) up to a maximum sum of (i) £2,000,000 for any patent consultancy services or advice that is provided by our patent attorney consultants, or (ii) £15,000,000 for all other services and advice.

Although we may be liable for direct claims, we shall not be liable for any indirect or consequential

claims, losses or damages in connection with services and advice supplied by us, including without limitation for loss of business, opportunity, profits, revenue, goodwill, reputation, interest or anticipated savings or tax reliefs (whether suffered by you and/or any person associated with you such as your investors or business associates). Nothing in these Terms of Business shall exclude or limit our liability for death or personal injury, which cannot be excluded or limited by law.

In the unlikely event of any claims against us, we have professional indemnity insurance cover in place for any claims up to relevant limits referred to above.

Please note that unless otherwise expressly agreed in writing with you, all services and advice supplied by us is the responsibility of MBM Commercial LLP only and no personal liability shall attach to any individual whether partner, member, consultant or employee of MBM Commercial LLP who may have supplied or been involved in supplying any services or advice.

Our advice and services are provided to you for your benefit only and may not be used or relied upon by anyone else without our prior written consent.

17. DISSATISFACTION

If you feel you have cause for dissatisfaction about any aspect of our service, you should first take this up with the Client Care Partner who is responsible for supervising the matter concerned, failing which please contact our Complaints Partner, Jane Ramsay. Where possible, we would ask that you put your comments in writing. We have a comprehensive Complaints Policy and will provide you with a copy if you come to us with a complaint. It is always our intention to deal with a complaint promptly and fairly, but if you are not satisfied with the outcome, any such complaint must be submitted as follows:

For complaints relating to our Edinburgh office:

The Scottish Legal Complaints Commission, The Stamp Office, 10/14 Waterloo Place, Edinburgh, EH1 3EG (Telephone: 0131 201 2130) within one year of the last date on which we provided our service in relation to which your complaint relates.

For complaints relating to our London office:

The Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ (Telephone: 0300 555 0333) within six years from the act/omission, or three years from when the complainant should reasonably have known there was a cause for complaint.

For complaints relating to California law advice, you may contact the State Bar of California, Intake Unit, 845 S. Figueroa Street, Los Angeles, CA 90017-2515 (Telephone: (001) 800-843-9053).

For complaints relating to New York law advice, you may contact the New York City Bar Association, 42 West 44th Street, New York, NY 10036 (Telephone: (001) 212 382 6663).

For complaints relating to Texas law advice, you may contact the Texas Grievance Information Helpline at (001) 800-932-1900 toll-free for more information, or contact the Office of the General Counsel of the State Bar of Texas at (001) 512-463-1463.

For complaints relating to tax advice, you may contact the Institute of Chartered Accountants of Scotland, CA House, 21 Haymarket Yards, Edinburgh, EH12 5BH (Telephone: 0131 347 0100).

18. TERMINATION

If you wish to terminate your business relationship with us, you are entitled to do so by providing written notice to us. Where we have agreed a fixed term engagement with you a notice period

may require to be given. You will remain responsible for our fees and outlays until termination, in accordance with these Terms of Business and any Letter of Engagement. If we provide you with any corporate finance services (as detailed in any Letter of Engagement from us), then you shall remain responsible for our corporate finance fee if the completion of the investment or sale takes place within twelve months following termination of your relationship with us.

19. SEVERABILITY OF THESE TERMS OF BUSINESS

If any of the terms or other provisions of these Terms of Business and/or any Letter of Engagement are found by an arbiter, court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from these Terms of Business and/or any Letter of Engagement (as applicable) but the remaining provisions of these Terms of Business and/or any Letter of Engagement (as applicable) shall continue in full force and effect insofar as they are not affected by any such deletion.

20. BINDING AGREEMENT

The Letter of Engagement and these Terms of Business represent the entire agreement between you and us with respect to this engagement. By agreeing the Letter of Engagement (or instructing us after having received it), you acknowledge that the Letter of Engagement and these Terms of Business have been carefully reviewed and its content understood and you agree to be bound by all of its terms and conditions. Furthermore, you acknowledge that MBM has made no representations or guarantees to you regarding the outcome of your representation or the time necessary to resolve the matter. No change or waiver of any of the provisions of the Letter of Engagement and these Terms of Business shall be binding on either you or us unless the change is in writing and expressly agreed by both you and MBM.

21. NO WAIVERS OF OUR RIGHTS

No failure by us to exercise any right or remedy available to us pursuant to these Terms of Business nor any delay to exercise any such right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

22. COURT ACTIONS

In court actions the general rule is that expenses follow success i.e. if you are 100% successful, the losing party pays your expenses. You should be aware, however that only a portion of the legal costs of the successful party will be payable by the unsuccessful party. You will be liable for our fees whether or not you are successful in the proceedings.

23. PROCEEDINGS BEFORE THE COURT OF SESSION

If you instruct us to raise a court action, and that action is brought before the Court of Session (Scotland superior Civil Court, based in Edinburgh), you must be represented by an Advocate or Solicitor Advocate. These individuals are specialists in presenting oral and written arguments before that court. Advocates are members of the Faculty of Advocates and are entirely independent from MBM, and from you as their client. Solicitor Advocates tend to be experienced solicitors in private practice, who specialise in presenting cases before the Court of Session and other tribunals, and who have undergone specialist training in that area. The decision on whether to instruct an Advocate or a Solicitor Advocate is entirely yours. Please note that we do not always employ Solicitor Advocates in each of our practice areas. Accordingly, if it is necessary to instruct an Advocate or external Solicitor Advocate, we will engage someone to carry out that work on your behalf. In these situations it is our practice to instruct individuals we have instructed in the past, and whom we know are capable and experienced in the area in question. Where that is not possible, we generally instruct individuals who are recommended to us personally. That individual is usually an Advocate. Generally, Advocates have more experience than Solicitor Advocates in appearing in front of a judge or sheriff. Generally, it is possible to instruct an Advocate with an appropriate level of specialisation in any particular field. Generally, an Advocate is cheaper than

an equivalently experienced Solicitor Advocate. This is not always the case. If in a particular case we consider it advisable to instruct a Solicitor Advocate (whether internal or external), we will discuss that with you. However, if you wish to instruct a Solicitor Advocate we would be happy to do so.

24. PROCEEDS OF CRIME

The Proceeds of Crime Act 2002, The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and other legislation (“the Legislation”) places certain obligations on us and our solicitors, consultants and members of staff. If any solicitor or member of staff becomes aware of or suspects the existence of the proceeds of crime (whether in respect of you or a third party) which relates to any matter upon which you have instructed us, we are required by the Legislation to report this to the National Crime Agency (NCA). Authority from NCA is then required before we can continue to act for you. We are prohibited from informing you that a report has been made to NCA. Even if the NCA authorises us to continue to act for you NCA is entitled to pass any information received from us to third party agencies (such as HM Revenue & Customs) who may decide to make further investigations. The obligations upon us and our solicitors and members of staff under the Legislation can, in certain circumstances, override our duty of confidentiality to you as a client.

25. LAND & BUILDINGS TRANSACTION TAX

Land and Buildings Transaction Tax (LBTT) is payable in Scotland by the tenant on most new leases and by the purchaser on most purchases. The effective date, within 30 days of which the necessary forms and payment must be submitted to the Revenue Scotland, may well occur before the lease is prepared for signature and more rarely in purchases before the disposition is prepared for signature. In most cases the effective date will be the date of entry to the property. We may not know when the date of entry occurs until sometime later and it is therefore extremely important that you let us know when the date of entry occurs so that LBTT penalties and interest are avoided. It is your responsibility to let us know the date of entry as soon as you become aware of it.

In lease transactions, please be aware that there are circumstances in which further LBTT returns will be required and more LBTT due to be paid during the course of the lease. For example, further LBTT returns require to be submitted to Revenue Scotland in all cases (i) every three years from the date of entry, (ii) on each occasion the lease is assigned and (iii) at the end of the Lease and also (a) if there is a variation of the lease for consideration payable by the tenant and (b) if the lease term continues beyond the original expiry date. If any further return discloses a change in circumstances which results in LBTT becoming payable or more LBTT becoming due on the lease transaction, then the tenant is required to make payment.

Please note that MBM Commercial will not issue any reminders regarding LBTT occurring after the initial effective date and it will be the responsibility of the tenant to monitor the situation throughout the course of their lease, maintain records and comply fully with their obligations (we would, of course, be pleased to provide you with all necessary assistance at the appropriate time if you instruct us to do so).

Please note that if we undertake lease or other property work for you in any other jurisdiction (beyond Scotland) then unless we expressly agree to the contrary in a Letter of Engagement we will not be responsible for dealing with any tax payments, maintenance of records, submissions, notifications or reminders to you or any third party in connection with such matter.

26. SECURITY

Please note that we take security extremely seriously and if we have to make any payments to you then we will as a matter of course contact you separately (often by telephone) to check any payment / bank account details sent to us are correct and in order. If you have only provided these details to us verbally or in a meeting then we will need a separate email from you to confirm the

details. To help avoid financial fraud we will often ask for these details from you early on in a transaction and we will also only issue certain bank details to you using password protected/encrypted means. We ask that you please do the same in relation to any payments that you make to us because we will not be liable for payments being sent to the wrong bank account (whether as a result of fraud or simply due to your own mistake). Please do not circulate by email any bank account details to third parties, including the MBM bank account details, on transactions unless you use password protected/encrypted means. Please also be aware that we will not write to you in the ordinary course to provide you with new MBM bank account details with requests to divert payments. Any such correspondence should be immediately reported to your usual contact at the firm as it is likely to be fraudulent. We appreciate your vigilance and also your patience with us if any of these protocols result in increased timelines for any payments being made to us or from us. Please also note that our practice is not to encrypt email messages or email attachments in the normal course (although bank details will be sent in a password protected file) and if you would like us to adopt enhanced security protocols when dealing with you then please get in touch.

27. RIGHTS OF THIRD PARTIES

No term of these Terms of Business shall be enforceable against us by a third party, but this does not affect any right or remedy of a third party which exists or is available and which does not apply under the Contract (Third Party Rights) (Scotland) Act 2017, the Contracts (Rights of Third Parties) Act 1999 or any equivalent statutes or common law rules in any other jurisdiction that we are subject to.

28. ACCEPTANCE OF THESE TERMS OF BUSINESS

These Terms of Business (subject to the terms of any Letter of Engagement by us) shall govern our solicitor/client relationship with you unless we agree otherwise with you in writing or by email. We shall endeavour to provide you with a Letter of Engagement prior to beginning specific items of work however this may not always be possible. In the absence of (i) any Letter of Engagement or (ii) an acceptance from you in writing or by email of any Letter of Engagement and/or these Terms of Business, it shall be assumed that by providing us with your instructions you accept the terms of these Terms of Business in full and we shall proceed only on this basis.

29. GOVERNING LAW & JURISDICTION

Unless we agree to the contrary in writing or by email, these Terms of Business, any Letter of Engagement and our solicitor/client relationship with you shall be governed by and construed as follows:

- (i) for all work instructed to our Edinburgh office, in accordance with Scottish law and the courts of Scotland shall have non-exclusive jurisdiction to settle any questions or disputes which may arise out of or in connection with the same; and
- (ii) for all work instructed to our London office, in accordance with English law and the courts of England shall have non-exclusive jurisdiction to settle any questions or disputes which may arise out of or in connection with the same.

Version 20.0

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