

STANDARD TERMS OF BUSINESS

1. Introduction

We aim to offer all our clients quality legal advice with a first class, personal service at a fair cost. As part of this process, we set out in this document the terms that will govern our relationship with you and the basis on which we will provide legal services to you. Together they constitute a legally binding contract between you and Pathfinder Legal Services Limited. We are committed to promoting equality and diversity in all our dealings with clients, third parties and agents instructed on behalf of Pathfinder Legal Services Limited.

When we refer to 'you' and 'your' we mean the person identified as our client in the Letter of Engagement; any reference to 'Pathfinder Legal Services' 'we', 'us' or 'our' is a reference to Pathfinder Legal Services Limited.

2. Hours of Business

The normal hours of business are between 9.00 am and 5.00 pm Monday to Thursday and 9.00 and 4.30 pm on Fridays. The offices are based at:

- 3rd Floor Pathfinder House, St Mary's Street, Huntingdon, PE29 3TN.
- One Angel Square, Angel Street, Northampton, NN1 1ED.
- Priory House, Monks Walk, Chicksands, Shefford SG17 5TQ.

3. Responsibilities

3.1 Responsibility for Your Work

Upon the opening of every matter, you will be provided with a Client Care Letter which will confirm the name and status of the lawyer representing you. This named fee earner will have daily responsibility for your work and will supervise any work that may be undertaken by agents instructed on behalf of Pathfinder Legal Services Ltd. In turn, our work is undertaken in accordance with the Law Society's Lexcel quality standard and with the Solicitors Regulation Authority (SRA) Code of Conduct for Firms. We will try hard to ensure that we provide you with continuity of representation throughout the course of your matter but if we have to pass this matter to another lawyer or at any stage we will tell you promptly of any change and why it may be necessary.

3.2 Standards

As part of our commitment to provide you with the highest level of service, we shall:

- represent your interests
- keep your business confidential (subject to limited exceptions as outlined below)
- explain in plain English and as succinctly as possible, the issues raised in your matter and the legal work that may be required
- discuss with you the possible outcomes of your case, including the prospects of a successful outcome
- discuss with you the merits of the matter on a cost benefit analysis
- keep you regularly informed of progress
- provide you with copies of relevant correspondence or summarise the contents of such correspondence
- deal promptly with all communications
- provide you with regular and timely costs updates
- send you interim bills, normally on a monthly basis, to help you budget for non-Fixed Fee work.

3.3 Confidentiality

Solicitors have a professional and legal obligation to keep the affairs of the client confidential. However, this obligation is subject to a statutory exception. Legislation on anti-money laundering and counter terrorist financing has placed us under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA) in line with The Proceeds of Crime Act (POCA) 2002 and The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017.

Under the terms of POCA, Solicitors are under a very strict duty to disclose to the appropriate authority any knowledge or reasonable suspicion that a client may be involved in a criminal activity. This could range from, for example, drug trafficking and money laundering to tax evasion and benefit fraud. If we do not make such a disclosure in these circumstances, we may be held guilty of an offence under the Act. We may not be in a position to inform you, the client, that a report has been made if it could

assist in the furtherance of the criminal activity or disrupt any investigation into the crime.

This duty to disclose would override the usual professional privilege and duty of confidentiality that exists between a client and his or her solicitor. It is very important that you appreciate and understand this obligation.

As part of our quality assurance procedures your file may from time to time be reviewed by a third party or by an external auditor. In addition, Pathfinder Legal Services is subject to external audits in line with the requirements of our professional regulator, the Solicitors Regulatory Authority (SRA) (www.sra.org.uk) to confirm our compliance with the SRA Standards and Regulations 2019, as amended from time to time. Pathfinder Legal Services will aim to obtain a confidentiality agreement with the third party. If you do not wish any information from your file to be made available in such circumstances, please let us know in writing. In the absence of any such notice your consent and authority to audit or independent review will be deemed to have been given.

3.4 Conflicts of Interests

If during the course of a matter a conflict of interests prevents Pathfinder Legal Services from continuing to act for you, we shall inform you immediately and assist you in finding new legal advisers. You agree to pay Pathfinder Legal Service Ltd's fees, disbursements and expenses to the date of any such transfer in accordance with these Terms of Business and the Client Care letter in each case.

3.5 Scope of Engagement

Pathfinder Legal Service Ltd's acceptance of this engagement does not:

- involve an undertaking to represent you or any of your interests in any other matter
- include responsibility to review your insurance policies to determine the possibility of coverage for any of your legal costs, for notification of your insurance carriers about the matter, or for advice to you about your disclosure obligations (excluding your disclosure obligations to your opponent in the case of litigation) concerning the matter under any securities law or any other applicable law.
- include responsibility to advise on any other branch of law which is not directly relevant to the matter on which you are instructing us
- include advice on tax-related issues or the tax implications of any transaction, nor on pensions or pension-related issues.

3.6 Disabled Access

If you propose to visit the offices and have any special needs, please advise us prior to your appointment. If an alternative location would be better suited for your needs, we can arrange this with you in advance.

4. Your Responsibilities

4.1 Your Role

You can help us to do our best for you in a variety of ways. This includes:

- bringing all relevant papers to any appointment, or supplying them in advance
- telling us if you have any special needs relating to the service you want to receive
- telling us at the start what you expect of us so that we can agree with you what is likely to be achievable
- providing us with all appropriate information
- telling us immediately if your expectations change
- telling us immediately if your circumstances change
- telling us immediately if you have personal time limits or targets which might not be obvious to us
- letting us know immediately if any advice we have given is unclear
- telling us if you wish to change our means of communicating with you
- keeping us informed of any changes to your contact details whilst you are a client of Pathfinder Legal Services Ltd, as we may need to contact you urgently.

Please notify Pathfinder Legal Services in writing of any changes.

4.2 Client Identification and Verification

In line with the provisions of anti-money laundering legislation, we must hold on each file, satisfactory evidence of the identity of each client. It is

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a condition of our acting for you that you have satisfied us that you have proved your identity. Details of evidence required can be found at clause 9.2.1.

4.3 Responsibility for Fees

Please note that you are responsible for paying our fees, disbursements and expenses whether or not a third party has agreed or been ordered to pay them. If you instruct Pathfinder Legal Services together with any other person or entity, you will be jointly and severally liable to pay our fees, disbursements and expenses with them.

Our liability to represent you is limited to the providing to you with advice in accordance with English Law, unless otherwise agreed and only insofar as it directly pertains to your matter. In the event that we are asked to provide advice on an area of law which is outside our scope of business, we may instruct third parties on your behalf and with your consent, or alternatively, we may decline to act in respect of that part of your matter.

5. Communications

You acknowledge that Pathfinder Legal Services may communicate with you (or your nominated authorised representative) by post, telephone or any electronic means (including email or instant messaging) as may be convenient in order to provide legal services to you from time to time.

Whilst Pathfinder Legal Services will take all reasonable and practical steps to ensure confidentiality you acknowledge that these means of communication (particularly by electronic means) are not necessarily secure. By signing or accepting the covering letter you agree to Pathfinder Legal Services communicating by such means in delivering legal services to you.

If you do not wish to communicate with Pathfinder Legal Services by electronic means, please advise us in writing. We will then take all reasonable and practicable safeguards to communicate with you by other means, whilst maintaining confidentiality.

6. Costs Information

Pathfinder Legal Services has agreed with you that we shall undertake our work for you on either:

- a fixed fee basis; or
- on the basis of hourly charge rates; or
- the detail as provided in the Client Care letter.

6.1 Anti-Money Laundering Check

As part of the initial enquiries, we may undertake enquiries as to the identity and authority of individuals and company officers of client organisations. Whilst this is not normally required for the vast majority of our clients, we reserve the right to make such enquiries, as appropriate.

If we obtain personal details as a result of these enquires, they will be held and processed in accordance with our General Data Protection Regulations obligations. We will destroy such records once they are no longer required.

6.2 Disbursements (expenses)

Solicitors have to pay out various expenses (some of which attract VAT) on behalf of clients, including issue Fees and various experts' fees. Pathfinder Legal Services refers to such payments generally as 'disbursements'. Please note that:

- these costs are in addition to our fees and are not included in any estimate of costs, or an agreed fixed fee
- these costs are fixed by others and we will charge you the amount we pay at the time
- unless otherwise stated, we have no obligation to make such payments unless you have provided us with the funds required for that purpose
- We may require a payment in advance from you in respect of any searches or fees payable in relation to any disbursements. Should this be necessary, we will agree this with you in advance, in writing.

Pathfinder Legal Services Ltd's Letter of Engagement will provide the details of any potential disbursements relevant to your matter.

6.3 Monies on Account Held by Us on Your Behalf

As we are now a body licensed by the SRA, we retain a client account and invoice for work that we have completed, on a monthly basis. Our financial dealings are subject to the provision of the SRA Accounts Rules 2018. However, where large disbursements are to be paid to another

party, we may request that you pay the sum to us in advance, in order that we may make the payment to the third party, as appropriate. If we do this, we may reimburse our Business Account from those funds which you have provided. Alternatively, we may make arrangements, as agreed with you, for you to make the payment direct to the third party.

6.4 Costs Estimates

On every matter Pathfinder Legal Services will provide you with an estimate of our costs in our Client Care letter. Depending on the nature of the matter, this estimate will cover:

- the costs for the overall matter; or
- the first stage of the matter; and
- it will include an hourly rate applicable to each fee-earner who may work on the matter.

The estimate is based on our initial understanding of the work that your matter will entail, which may change as the matter progresses. It is not always possible to provide an accurate estimate of anticipated costs in advance because the level of fees is, in part, dictated by the actions and responses of others who are involved in the matter. The Client Care letter will provide as much detail as is available at the time and we will keep you informed and review the situation with you. However, please note that any estimate does not in any way set an upper limit on the total costs for a given matter and it is not intended to be binding.

We will keep you informed of our costs as the matter progresses and, where relevant, agree with you any amendments to the estimate before we incur costs that would exceed the agreed estimate.

If you have elected to agree to costs up to an agreed limit or stage in your matter, once such a limit or stage is reached, we will contact you and cease all work subject, always, to any obligation we may have to the court, where relevant. Please note that you may risk incurring liability for your opponent's legal costs in these circumstances. Pathfinder Legal Services will resume work once we have received your written authority to do so.

6.5 Fixed Fee

If Pathfinder Legal Services has agreed to undertake your matter on a Fixed Fee basis, our Client Care letter will confirm the Fixed Fee agreed, will include a description of what we have agreed to do for that fee and will specify any conditions which may be applicable to the Fixed Fee agreement.

6.6 Hourly Charge Rate

If we have agreed with you that we shall undertake your matter on the basis of our hourly charge rates, our fees will be based on the time actually spent by us (or anyone instructed by Pathfinder Legal Services to do so) in respect of any work we carry out on your behalf. This is charged on an hourly basis and the rates that apply will be determined by our hourly rates or the hourly rate of any agents instructed on your behalf.

Time spent on your matter may include any of the following: considering, preparing, perusing, drafting and responding to papers and correspondence; meetings; making and receiving telephone calls; time spent travelling and waiting.

Routine letters sent are charged as six minute units of time (1/10th of an hour, 10% of the hourly rate), as is time spent on making and receiving telephone calls. Routine letters received are charged as six minute units (1/10th of an hour, 10% of the hourly rate). Other letters and telephone calls will be charged on a time basis.

In addition to time spent, Pathfinder Legal Services may take into account a number of factors, including the complexity of the issues and/or the speed at which action must be taken. Whilst at the outset of your matter, we would normally expect all such factors to be covered by our hourly rates, if Pathfinder Legal Services is of the view that higher rates are justifiable, we will inform you accordingly and before we make any such increase.

From time to time, but at least annually on 1st April, Pathfinder Legal Services may review the hourly rates. We will notify you in writing of any variation in the rate before it takes effect.

7. Invoices

Invoices are due for payment within the parameters of your payment agreement with Pathfinder Legal Services Ltd. Late payment may result in interest being charged at the current judgment debt rate on the unpaid invoice amount. Interest will be calculated on a daily basis starting from 7 days after the invoice was sent.

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Depending on the nature of your matter, we will normally send you interim bills, typically on a monthly basis, to assist you with your budgeting. The accompanying Letter of Engagement will provide the necessary detail.

If you have any queries about our invoice, please contact our practice management staff who will answer your queries to your satisfaction. If this is not possible, please refer to Section 12 below for guidance.

If you fail to pay an invoice, Pathfinder Legal Services is entitled (subject only to our obligation to the court and our professional body) to terminate our relationship with you. We are also entitled to exercise a legal right (known as a solicitors' lien and referred to in these Standard Terms of Business as "our Solicitors' Lien") to hold your papers and documents until such time as our outstanding invoices are paid in full.

8. Our Liability to You

8.1 Professional Indemnity Insurance: Limitation on liability

Like all solicitors Pathfinder Legal Services has Professional Indemnity Insurance under which Pathfinder Legal Services is insured against any loss or damage caused by our negligence up to the limit of £5 million. You expressly agree to limit any single claim against Pathfinder Legal Services arising from any one matter to such limit of £5 million.

Pathfinder Legal Services shall not be liable to you for any loss of business, profit, data, goodwill or reputation, loss of any anticipated savings or gains or any special, indirect or consequential loss for any loss, damage or delay arising out of our compliance with any statutory or regulatory requirement if we are unable to perform legal services as a result of any cause beyond our reasonable control.

9. Regulatory Matters

Pathfinder Legal Services Ltd is authorised and regulated by the Solicitors Regulation Authority (SRA). Our services will be performed in accordance with the Code of Conduct for Firms, details of which can be found on the SRA website at www.sra.org.uk.

9.1 Data Protection

Pathfinder Legal Services will use information about you which you or other people have given to provide legal services, for administration, for legal and regulatory compliance and for marketing, including telling you about our services, events and publications. Our use of that information is subject to your instructions, the Data Protection Act 2018 and our duty of confidentiality.

9.2 Anti-Money Laundering

We are required to provide you with the following information regarding anti money laundering:

9.2.1 Client identification and verification

We are required by law to carry out certain checks to verify the identification of our clients. Due to the nature of our client base (public authorities), in almost every case, we will not need to undertake such checks, unless circumstances dictate that that we do.

9.2.2 Payments by cash and personal cheque

To enable us to comply with anti-money laundering legislation and for general security reasons, the firm is generally not prepared to accept cash payments during the course of your transaction other than in exceptional circumstances.

Pathfinder Legal Services does not accept payment in any form other than by cheque or bank transfer. Its preferred method of payment is by bank transfer.

9.3 Financial Conduct Authority

This firm is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority 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 Financial Conduct Authority website at www.fca.org.uk/register

10. Termination of Instructions

You may terminate your instructions to us in writing at any time. You may decide to terminate your instructions for a number of reasons. For example, if you cannot give us clear or proper instructions on how we are to proceed, or you may decide through personal reasons not to proceed.

In some circumstances we may decide to stop acting for you, but only with good reason. For example, if we are professionally unable to follow your instructions, if you fail to provide suitable instructions, if you do not pay an invoice, if you do not comply with our request during the course of this matter for a payment on account, or in the event of a breakdown in confidence between you and us.

Pathfinder Legal Services will normally give you reasonable notice that we will stop acting for you.

In the case of clients for whom we are acting on the basis of Hourly Charge Rates, there are circumstances where we will request the Court to approve our decision to stop acting. In such a circumstance we may need to provide otherwise confidential information to a Judge or other Court officer.

If you, or we, decide that we will no longer act for you, you agree to pay our fees for work completed up to the date we stop acting, together with any disbursements, on the basis set out above.

11. Storage of Papers and Documents

At the conclusion of your instructions you are entitled to request the return of your papers. Subject to our Solicitors' Lien, which entitles Pathfinder Legal Services to keep all such papers and documents while there is money owing to us, we will return to you, at your request, your file of papers consisting of all correspondence sent and received on your behalf and copies of relevant documents produced and received during the course of your instructions.

You are not entitled to and we will not deliver to you copies of internal emails, notes, memoranda, drafts and other documents prepared for our internal purposes.

If you collect all such documents, no charge will be made. However, if you instruct Pathfinder Legal Services Ltd to send the documents to you or elsewhere or additional work is otherwise involved, we will be entitled to make an administration charge of not less than £25 plus VAT. However, we will advise you in the event that we wish to apply such a charge in advance of us sending the documents to you.

With the exception of any of your papers and documents which you ask to be returned to you, we will keep our file of matter(s) electronically. The file is kept on the understanding that Pathfinder Legal Services has the authority to destroy it for a period of time after the date the file is archived. Such time period will be notified to you upon conclusion of the case.

There is not normally a charge for retrieving stored papers or legal documents. However, Pathfinder Legal Services reserves the right to make a charge based on the time spent on reading papers, writing letters or other work necessary to comply with your instructions.

12. Concerns

Pathfinder Legal Services Ltd is confident of providing a high quality legal service to our clients. However, if you have any queries or concerns about work undertaken for you or about an invoice, please raise them with us. We will do the best that we can to resolve any complaints that you may have.

It is important that you raise any concerns with us immediately. We value our clients and would like to know if you have reason to be unhappy with us. A copy of our Complaints Handling Policy and Procedure is available, on request.

We always aim to handle any complaint fairly, effectively and in accordance with our Feedback Policy. In the event that you do not feel, at the conclusion of the feedback procedure, that we have addressed your complaint to your satisfaction, if you are an individual, a very small business with fewer than ten staff and a turnover that does not exceed £2 million, or a charity, a club or a trust, you may have a right to refer your complaint to the Legal Ombudsman, an independent complaints body established under the Legal Services Act, who can investigate complaints about the legal service you have received from us.

The Legal Ombudsman's contact details are: -

Telephone: 0300 55 0333 Minicom: 030055 1777

Website: www.legalombudsman.org.uk

Post: Legal Ombudsman, P O Box 6806, Wolverhampton, WV1 9WJ.

Any complaint to the Legal Ombudsman about our service, including our costs, must be made within six months of the date of our final written response to your complaint and ordinarily must also be made within

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- one year from the act or omission complained of; or
- one year from when you should reasonably have known there was a cause for complaint without taking advice from a third party

Any complaint to the Legal Ombudsman about an invoice must be made within six months of the date of such invoice.

13. Jurisdiction

Our Client Care Letter and these Standard Terms of Business which together constitute the Agreement between you and us are to be construed pursuant to the laws of England and Wales. Pathfinder Legal Services and you agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this agreement or its subject matter (including non-contractual disputes or claims).

14. Entire Agreement and Variation

The Standard Terms of Business, together with the Client Care Letter, comprise the entire agreement between you and Pathfinder Legal Services and no variation shall be binding on us unless in writing. If in conflict with the Client Care letter, these Standard Terms of Business shall prevail (unless and to the extent that the Letter of Engagement expresses the intention to override these Standard Terms of Business).

15. Agreement

Unless otherwise agreed, these Standard Terms of Business apply to any future instructions you give us pursuant to, or supplemental to, the accompanying Client Care letter, subject only to any review of our charging rates notified to you

Although your continuing instructions in this matter will amount to acceptance of these Standard Terms of Business, please sign and date the enclosed copy to show that you understand the basis on which we act for you. Pathfinder Legal Services may not be able to start work on your behalf until we receive the signed copy.

This is an important document. Please keep one copy in a safe place for future reference.

Please sign and date the duplicate copy of this document and return it to us.

Signed:

Date: