

TERMS OF BUSINESS

1. Introduction

1.1. We aim to offer you high quality legal advice at a fair cost, and you agree to the following:

- These terms apply to any work that you have requested from us.
- These terms comprise of our contract with you, along with our Client Care Letter.
- Your commitment in promoting equality, diversity and inclusion in all our dealings with third parties and agents instructed on your behalf.
- We will notify you of any significant changes to the terms while we are working with you.
- Your continuing instructions confirm that you accept these terms and our Client Care Letter.

1.2. When we refer to 'you' and 'your' we mean the person and or the organisation identified as our client in the Client Care Letter; any reference to 'Pathfinder Legal Services' 'the Firm' 'we' 'us' or 'our' is a reference to Pathfinder Legal Services Limited.

2. Hours of Business

2.1. 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.

2.2. Disabled Access

If you propose to visit the Firm's 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.

3. Our responsibilities to you

3.1. Responsibility for Your Work

- The person who carries out most of the work on your matter and the person with responsibility for its supervision will be set out in our Client Care Letter.
- Under the supervision of solicitors, trainee solicitors, paralegals and case handlers may work for you. They may undertake duties such as research, administration, and drafting. You may request information on all those who work for you at any time.
- We will try to avoid changing solicitors, lawyers, trainee solicitors, paralegals or case handlers but, if we have to, then we will explain promptly why the change was necessary.
- We may sub-contract aspects of your work to appropriate specialists. If we do, we will inform you and we accept responsibility for their work, unless we agree otherwise with you.

3.2. Standards

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.

3.3. Confidentiality

- We shall maintain the confidentiality of information received from you and others while acting on your behalf. Except as required to carry out your instructions, we shall not release such information to others without your explicit agreement or unless required to do so by law or regulation.
- You understand that we owe the same confidentiality duties to all our clients and, as a result, cannot reveal confidential information stored for them to you without their approval.
- Occasionally, information we have on file for you may be relevant to an instruction from another client or potential client. In that case, you agree that we will fulfil our obligation of confidentiality to you by putting effective procedures in place, in line with applicable rules, to limit access to confidential information within the Firm. You agree that if such safeguards are in place, you will not seek to prevent us from acting for another client or potential client because we have access to your sensitive information.
- Similarly, you agree that if we retain confidential information for another client or former client that is relevant to your instruction, we may act for you with effective protections in place to ensure that

access to relevant sensitive information is restricted, according to applicable restriction.

4. Conflicts of Interest

4.1. We conduct routine checks for conflicts of interest on accepting instructions. We can only accept your instruction if no conflict exists or is likely to develop.

If, during the course of a matter, a conflict of interest prevents us from continuing to act for you, we shall inform you immediately and assist you in finding new legal advisers. You agree to pay the Firm's fees, disbursements and expenses to the date of any such transfer in accordance with these terms and the Client Care Letter.

We may have to stop acting for you if a conflict arises. This could happen because we acquired or are aware of information gained while acting for another client that we would ordinarily have to disclose to you. However, disclosing that information to you would conflict with our duty of confidentiality to the other client. In this case, we reserve the right to withhold this information and cease operating on your behalf. In some situations, we may continue to represent you and the other client, but only if we are able to maintain our responsibility of confidentiality to you.

We also represent other clients who work in the same sector. You acknowledge that other existing clients or future clients who instruct us may have commercial interests that are averse to your own. In that case, you agree that it would not preclude us from acting on your behalf.

4.2. Sanctions Checks

We undertake checks to ensure we are not working with individuals or entities subject to international or UK sanctions. These checks are required by law to prevent the financing of terrorism and other illegal activities.

4.3. Scope of Engagement/ Instruction

Our acceptance of this engagement or instructions 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 to 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 area 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.

5. Your Responsibilities

5.1. 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 requirements 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 in a timely manner;
- telling us immediately if your expectations or 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 the Firm, as we may need to contact you urgently.

Please notify us in writing of any changes.

5.2. Confidentiality of Advice

The advice that we give you must not be passed on to others without our prior written consent. The advice which we give is confidential and for the exclusive use of you as our client. You may not assign all or any part

TERMS OF BUSINESS

of the benefit of, or your rights and benefits under, the agreement of which these terms form part.

5.3. Client Identification and Verification

In line with the provisions of anti-money laundering legislation (as referenced at paragraph 10.3), we undertake customer due diligence to verify the identity of all our clients. It is a condition of our acting for you that we are satisfied as to your identity.

5.4. Responsibility for Fees

- Our fees for each matter are detailed in our Client Care Letter.
- Fees are calculated based on the amount of time we spend dealing on your matter. We might be able to agree on a different charging arrangement, such as a fixed fee.
- 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 us 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 providing you with advice in accordance with the law of England and Wales, 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 the scope of the Firm, 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.

6. Communications

6.1. Means of Communication

- You acknowledge that we 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 to provide legal services to you from time to time.

Whilst we 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. If in the event you do not wish to communicate with us 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.

7. Fees and Disbursements

7.1. Disbursements (expenses)

We may have to pay out various expenses (some of which attract VAT) on behalf of clients, including but not limited to issuing fees and various experts' fees. We refer 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. Where practicable, should this be necessary, we will agree this with you in advance, in writing.

We will provide the details of any potential disbursements relevant to your matter.

7.2. Monies on Account Held by Us on Your Behalf

As we are a body licensed by the SRA, we retain a client account and invoice for work that we have completed, on a regular basis. Our financial dealings are subject to the provisions of the SRA Accounts Rules. 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. Alternatively, we may make arrangements, as agreed with you, for you to make the payment direct to the third party.

7.3. Costs Estimates

In our Client Care Letter we will try to give the best estimate possible about the likely overall costs, including a breakdown between fees, VAT

and disbursements. The detail and accuracy of the estimate will depend on the nature of your instructions.

Unless we agree otherwise, all estimates, quotations or other indications of cost are intended as a guide and are subject to increase and/or change.

If any unexpected extra work becomes necessary, we will notify you. We shall also notify you in writing if it appears that a cost estimate or agreed upper limit may or will be exceeded. If we are asked to perform any additional services, we will charge a separate fee in addition to any agreed fees.

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. We will resume work once we have received your written authority to do so.

7.4. Fixed Fee

If we have agreed to undertake your matter on a fixed fee basis, our Client Care Letter will confirm the fixed fee agreed, and this will include a description of what we have agreed to do for that fee and will specify any conditions which may be applicable.

7.5. 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 us 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, we may take into account other 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 we are of the view that higher rates are justifiable, we will inform you accordingly and before we make any such increase.

8. Invoices

We may invoice you monthly for work completed and more frequently for disbursements or other expenses. Once the matter is completed, these invoices will not be subject to any adjustments. If we seek an advance payment for costs, it will be clearly marked and may be subject to adjustment when an invoice is delivered upon completion of the matter.

Unless agreed otherwise, all invoices will be issued in pounds sterling.

Accounts must be settled within 7 days. We may charge interest on invoices which are not paid in full within that time at the fixed rate of 8%

or at the rate of 4% a year above the base lending rate of the Bank of England, whichever is the higher. This interest will accrue daily from the due date until payment is made.

If you do not settle an account within 7 days, we may pass your information on to a tracing agent, debt collection agency and/or credit reference agency to collect payment from you. We may charge you for any additional debt recovery costs.

We reserve the right to cease acting for you if payments are not made when requested.

If we have issued you with a final invoice and there is outstanding money due to a third party for fees or expenses incurred on your behalf, we may send you a further invoice or invoices to cover these disbursements.

Our invoice is payable by you, the client. There may be exceptions to this, but do not assume that one will apply; if you have a problem paying our invoices, you must first address it with the fee earner who is managing your case. If you ask us to send an invoice marked as payable by a third party and we agree, you will still be liable for any VAT owing on it. You will also be obligated to pay the invoice, in whole or in part, if the third party fails to pay it by the due date.

While money is owed to us, we may keep all files and documents pertaining to you. This is referred to as a lien.

If you request us to respond to a letter from your auditors on your behalf, we may charge you the expense of doing so at our current hourly rates.

If you have any query or concern about your invoice, and it has not been addressed by the fee earner who is managing your case to your satisfaction, then you should contact the Principal Lawyer or Head of Service with ultimate responsibility for this work straight away.

We shall charge VAT on our fees at the applicable rate when we issue our invoice to you. If we have agreed a fixed fee with you, we will add VAT to our fees at the rate that applies when the work is done. VAT will also be payable on certain expenses and disbursements.

Our fee rates are reviewed on 1 April in each calendar year. We may also review our rates at any other time. Please also note that the qualification levels of our lawyers and their associated charging rate may increase during the course of the matter. Should rates change before the matter is concluded we will inform you of the new rates.

If we do not finish the work, we will charge you for all the work done and disbursements incurred.

You may request full information of the fees, charges, and expenditure incurred in connection with your matter at any time.

9. Our Liability to You

9.1. Professional Indemnity Insurance: Limitation on liability

The Firm:

- has Professional Indemnity Insurance under which the Firm 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 the Firm arising from any one matter to such limit of £5 million;
- 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.

10. Regulatory Matters

10.1. The Firm 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.

10.2. Data Protection

We 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.

Under Data Protection legislation, data subjects have rights in certain circumstances. These include the right to access their personal data, request corrections to inaccurate information, have their data deleted, restrict or object to how their data is processed, and receive their data in a portable format.

The firm's Data Protection Officer is Judith Armstrong and Deputy Data Protection Officer is Salma Kantharia. They may be contacted at: pathfinderlegaldata@pathfinderlegal.co.uk

10.3. Anti-Money Laundering

We are required to provide you with the following information regarding anti-money laundering (AML):

The Firm is subject to UK requirements to identify clients for the purposes of anti-money laundering legislation. We may therefore ask you to provide us with appropriate evidence of identity and address or other information, which we will retain. If we are accepting instructions from you without having met you in person, we may be obliged to carry out additional checks on your identity including electronic verification. If satisfactory evidence or information is not provided within a reasonable time of our request, we may have to stop working for you. In that event you will be charged for the work done up to the time we stop acting.

We are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to statutory exception: legislation on money laundering and terrorist financing has placed solicitors under a legal duty, in certain circumstances, to disclose information to the National Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits this.

- 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 we do.
- We may use personal data provided by you to conduct appropriate anti-fraud checks. Personal data that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.
- To enable us to comply with anti-money laundering legislation and for general security reasons, we do not accept payment in any form other than by cheque or bank transfer. Our preferred method of payment is by bank transfer.

We use a company called SmartSearch, an electronic verification platform, to undertake AML and sanctions checks. The costs will be passed onto you as a disbursement. The cost per search are as follows:

- AML/sanctions check - £4.06 plus VAT for a UK based individual and between £5.26 and £8.52 plus VAT for international individuals depending on the country
- Incorporated entities and ultimate beneficial owners check - £13.97 plus VAT
- Sole traders, partnerships and PLCs - £9.94 plus VAT

By agreeing to our terms of business, you authorise us to incur these costs to comply with current legislation.

10.4. Anti-bribery and anti-corruption

We are committed to upholding all applicable laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010.

We are unable to accept instructions that compromise our position in relation to these requirements. If we are asked or required as a result of your instructions to take any action that may compromise our position in relation to these requirements, we may have to stop working for you. In that event, you will be charged for the work done up to the time we stop acting.

10.5. Financial Conduct Authority

The 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 through the Financial Conduct Authority website at www.fca.org.uk/register.

11. 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 organisational 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.

We 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.

12. Storage of Papers and Documents

At the conclusion of your instructions, you are entitled to request the return of your papers. Subject to our lien, which entitles us to keep all such documents while there is money owing to us, we will return to you, at your request, your file 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.

However, if you instruct the Firm 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.

We will keep our file of matter(s) electronically. The file is kept on the understanding that we have the authority to destroy it after. This retention 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, we reserve 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.

13. Raising queries or concerns

We are confident we will provide 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.

If you have any query or concern about your invoice or service, you should raise it with the person dealing with your matter or the supervising Principal Lawyer. If you prefer, you can raise this with the Head of Service with ultimate responsibility for this work straight away. We will do the best that we can to resolve any concerns or complaints that you may have.

We make every effort to fulfil our professional obligations. However, occasionally misunderstandings may arise. If you need to make a complaint, please initially do so with the person dealing with your matter. Our complaints procedure is available on request.

14. Copyright

We own all copyright and other intellectual property rights in material we create or develop on your matters.

We may keep copies of documents relating to any work we do for you including documents or advice created by external professionals.

We may make the contents available within our organisation for training purposes. We may also use such material to help us provide services to other clients.

15. Entire Agreement and Variation

These terms, together with the Client Care Letter, comprise the entire agreement between you and us and no variation shall be binding on us unless in writing. If in conflict with the Client Care Letter, these terms shall prevail (unless and to the extent that the Client Care Letter expresses the intention to override these terms).

16. Agreement

Unless otherwise agreed, these terms 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.

Your continuing instructions in this matter will amount to acceptance of these terms and your understanding of the basis on which we act for you. The Firm may not be able to start work on your behalf until such time you have accepted these terms and the Client Care Letter.

17. Law and Jurisdiction

The Firm 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) under the law of England and Wales.

If a court or administrative body decides that any term is not valid or cannot be enforced, this will not affect the other terms which will continue to apply.

If a court or administrative body decides that any term is not valid or is unenforceable but would be valid or enforceable if part of the term was deleted, such term will apply with any necessary changes made to make it valid.

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

Please sign and date this document and return it to us.

Signed:

Date: