

1. Our Terms of Business

This document sets out our standard Terms of Business.

In addition, for each matter, we will usually provide you with an Engagement Letter describing: (i) the work to be done for you; (ii) who will be doing it; and (iii) the name of the supervising partner (i.e., which partner is responsible for the overall supervision of the work).

For each matter, the terms set out in these Terms of Business and in any letter describing the work to be done by us for you comprise our agreement for that matter.

2. Who we are

Jurit LLP is a limited liability partnership registered in England and Wales with registration number OC 385560.

Jurit LLP is registered with the Law Society of England and Wales and regulated by the Solicitors Regulation Authority (www.sra.org.uk/) under No. 599134.

A list of the members of Jurit LLP, and non-members who are designated as partners, is open to inspection at our registered office at Newfrith House, 21 Hyde Street, Winchester, Hampshire, SO23 7DR. We also have a branch office at 110 Bishopsgate, London, EC2N 4AY.

Members are all qualified and regulated solicitors or registered foreign lawyers.

The VAT number of Jurit LLP is GB 178 5105 92.

3. Other definitions

In this document and any Engagement Letter, unless the context otherwise requires:

- **Jurit** is the trading name of Jurit LLP;
- any reference to **we, us, our, Jurit, firm** and the like, is a reference to Jurit LLP;
- any reference to a **partner** is a reference to a partner in Jurit LLP, or to a Jurit consultant with equivalent standing and qualification; and
- the **client care partner** is the partner who will deal with any formal complaint you may have, as identified below in clause 8., **Client care partner and complaints**.

4. How we work

Jurit seeks to take advantage of modern technology, internet-based communication systems and cutting-edge business practices in the provision of its services. As a consequence, most work is undertaken away from our office at 110 Bishopsgate, London, EC2N 4AY. Contact details for those working with you, including email address and telephone numbers are available on the Jurit website at: www.jurit.com, and will be detailed in our correspondence with you.

Our normal office hours are between 9.30 am and 6.00 pm on weekdays, but you should be able to contact us outside those hours, if you wish to do so.

5. Which individuals we can act for

We confirm that we shall be pleased to continue to advise individuals in respect of their business and financial affairs, including employment matters and investment issues (where permitted). Jurit can advise individuals who are acting wholly or mainly outside their trade, business, craft or profession subject to the provisions of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013: SI 2013 no. 3134 (**Regulations**). Where required under the Regulations, we will provide you with information concerning your rights under the Regulations to cancel a contract with us.

6. What we expect of each other

Our aim is to provide an efficient and effective service, in a pleasant and friendly manner.

Our intention is to be frank and open in our dealings with you.

Our work for you will be carried out using reasonable skill, care and diligence.

Our advice will be limited to English law and, unless otherwise agreed in writing, we will not advise on the laws of any other jurisdiction.

Except to the extent expressly agreed with you otherwise and as specified in our Letter of Engagement, we do not provide advice on tax, so you must consult suitable advisers regarding the tax implications, if any, of any matter.

In order for us to keep our side of the bargain, we rely on you to be open and transparent with us and, in particular, to:

- a) give us clear instructions and tell us of any relevant developments in any matter;
- b) co-operate with us and do so in a timely manner; and
- c) take care of documents which are likely to be required and to provide all of them to us promptly on request.

Please do not ask us to act improperly, because we will not do so.

7. Anti-money laundering and Sanctions

We are required by anti-money laundering legislation to verify your identity and we can accept instructions only on the basis that you can properly identify yourself (and any persons whom you represent) to us. We take our obligations seriously to protect both us and our clients and so, if we do not receive sufficient evidence of identity, we will not be able to act. We will therefore ask you to provide us with a photocopy, scan or photograph of your passport (or other photo ID) and a document to verify your current address (a bank statement or utility bill, and not being a mobile phone bill). If one of our banks asks us to identify you as our client, you agree that we may provide them with your name and copies of the documents you have provided to us in order to confirm your identity.

In accordance with the Engagement Letter, we intend to verify your identity by means of an electronic search service provided by a third party. To do so the credit reference agency may check the details you supply to us against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record that an identity search has been carried out will be retained, which will have no effect on your credit history; the search simply verifies your identity and provides us with proof of your residence.

Under the legislation, we may also need to raise enquiries as to the source of client assets and the source of funds to be used with each retainer.

We reserve the right to decline the receipt of large sums of money in cash. In addition, we will not accept funds from any source unless that source is one which has previously been identified to our satisfaction and from which we have agreed to accept funds. If this is not the case, the funds will be dealt with in accordance with applicable law and regulation. In the event that we are unable to accept funds from the source in question, you will remain responsible for the payment of our fees, disbursements and VAT and the discharge of any other liabilities, which the funds were intended to meet.

Please be aware that we are obliged to report to the National Crime Agency any client activity that raises a suspicion of money laundering or breaches of the Proceeds of Crime Act and if we so report, we may not be able to inform you that a disclosure has been made or the reasons for it, as the law can prevent us from notifying you ("tipping off").

We are subject to the UK sanctions regime and carry out due diligence checks to identify whether a person (whether natural or legal) is designated. When dealing with a non-natural person, we also consider beneficial owners or individuals with possible control of the entity and any counter parties.

8. Client care partner and complaints

We value you as a client and would not wish you to have reason to be unhappy with us, or our service.

All solicitors must attempt to resolve problems that may arise with their services and it is therefore important that you raise any concerns that you have with us, as soon as is practicable.

If you have any queries or concerns about our work for you (including an invoice) please contact the supervising partner. If they do not resolve the matter to your satisfaction, or you would prefer not to speak to the supervising partner, then please contact our client care partner, who is **Anthony Garrod** - anthony.garrod@jurit.com.

We will try to address any problem quickly and operate an internal complaints handling system to help us resolve the matter between ourselves. A copy of our complaints handling procedure can be found on our website, [here](#).

If for any reason we are unable to resolve matters between us, you can ask the Legal Ombudsman (www.legalombudsman.org.uk) to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within the following time frames:

- no more than one year from the date of the act or omission being complained about; or
- no more than one year from the date when you should have realised that there was cause for complaint; and
- within six months of receiving a final response by us to your complaint.

Responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority (SRA), the independent regulatory arm of the Law Society, can help if you are concerned about our behaviour. This could be for things like dishonesty, taking or losing your money or treating you unfairly because of your age, a disability or other characteristic.

Visit their website to see how you can raise your concerns with the [Solicitors Regulation Authority](#).

9. Confidentiality and conflicts

The rules of professional conduct under which we practice impose requirements upon us regarding conflict between the duties we owe to different clients in relation to the same or related matters and regarding preservation of our clients' confidences.

We shall take reasonable steps to preserve your confidences, both during an engagement and after its completion, and it is agreed that we may use internal information barriers for this purpose. It is also agreed that you will not expect us to divulge to you any other client's confidential information which we may hold. If, while representing you, we learn that your interests are adverse to those of another Jurit client or potential client, we may (in accordance with our professional rules) approach you to seek your agreement to our continuing to act on terms satisfactory to all concerned. In some circumstances, however, our professional rules may require that we cease to act.

Our confidentiality obligations are subject to certain exceptions, such as legislation on money laundering and terrorist financing, which has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency. The duty includes where a solicitor knows or suspects that a client transaction involves money laundering. Under the legislation, we may not be able to inform you that a disclosure has been made or of the reasons for it.

We reserve the right to use external agencies for photocopying, printing, translation and typing services, subject to appropriate safeguards to maintain confidentiality. There may be occasions when it is desirable to outsource other activities, but we will advise you before doing so.

10. Compliance officers

The firm's Compliance Officer for Legal Practice ('COLP') is:

Robert Marcus (robert.marcus@jurit.com); and

The firm's Compliance Officer for Finance and Administration ('COFA') is:

Benjamin Macfarlane (ben.macfarlane@jurit.com).

11. Charges and expenses

We prefer where possible to agree, in advance, a scope of work and a fixed fee for that work when we can then invoice you for that work.

Otherwise our charges are based on the time we spend dealing with a matter and reflect the seniority and experience of those working on it. Where we are working on a time – spent basis, we will provide you separately with details of the applicable rates for those working on your matters, either in our covering letter or at any other time, on request.

Our rates of charge are usually reviewed annually, and details of any revisions will be supplied to you.

In assessing the level of our fees, consideration will be given to all relevant circumstances, in addition to time spent. These include any change in scope of work, or in circumstances, from those anticipated; the complexity of the issues, the expertise or specialist knowledge that the case requires, the urgency of the case and the importance of the matter to you. The fees may be higher if, for example, the matter becomes more complex or urgent than expected, in which event we will endeavour to notify you in advance of any such intention.

Generally, hours worked outside normal office hours are charged at the same rate, but in the event that we are obliged to work regularly outside office hours, we reserve the right to increase the level of the hourly rate, when you will be notified in advance of any such intention.

If you have any query about the level of any revised rates notified to you, please contact the supervising partner of your case, straightaway.

Our fees are exclusive of VAT, which must therefore be added (where chargeable under current legislation).

Our fees are also exclusive of disbursements, which are therefore charged in addition. Disbursements include payments made or incurred by us on your behalf, such as court fees, counsel's fees, expert fees and the like; they also include miscellaneous office expenses such as room hire, photocopying, fax, telephone, travelling, couriers and out of pocket expenses. Disbursements may be subject to VAT, which will be payable in addition, where applicable.

In the case of overseas clients, where our fees are paid subject to any deduction or withholding in respect of tax in any non-UK jurisdiction, we reserve the right to charge you an additional amount which will, after any deduction or withholding has been made, leave us with the same amount we would have received in the absence of any such deduction or withholding.

We reserve the right to charge you for any losses incurred on foreign currency disbursements because of relevant exchange rate changes between the date when our invoice was rendered and the date of payment.

Details of expenses which you are likely to have to pay, when they are likely to become due and an estimate of the relevant amount will be given to you by the supervising partner, as soon as is practical.

We are entitled in most circumstances to exercise a lien over any money or assets held by us on your behalf for any outstanding amounts due to us. This means that we are able to pay those amounts out of funds or assets held on your behalf. See clause 19., **Our right to a lien**, for more details.

If you are unhappy about the amounts we charge, you are entitled to apply for an assessment of those amounts by the Court, but you should do so within a month of receiving our invoice. You may be responsible for the Court costs of that assessment and our charges, depending on the result. Please see clause 13., **Information on challenging our invoice**, below for more details.

12. Fixed Fee Fair Usage

Where a fixed fee is agreed, such fee applies only to the specific scope of work set out in the engagement letter and assumes the matter proceeds in a timely and orderly manner with prompt client instructions and cooperation. Any work falling outside the agreed scope — including changes in instructions, delays, additional or protracted negotiations, multiple or fragmented rounds of comments, or the need to revisit or rework completed documents — will be charged at our standard hourly rates. We also reserve the right to charge on an hourly basis where client delays or inactivity materially impact progress, or where a matter becomes more complex than reasonably anticipated. Disbursements and third-party costs are not included in the fixed fee and will be charged separately.

Any agreed fixed fee for this engagement is based on the scope of work as discussed and does not extend to extensive or iterative discussions generated through AI-enabled tools or platforms (including where such tools are used to produce multiple queries, refinements, or follow-up analyses). While we are happy to address reasonable queries arising in the ordinary course of the matter, where engagement involves prolonged or repeated AI-assisted questioning or review beyond what would reasonably be anticipated, we reserve the right to

charge for such additional time on an hourly basis at our standard rates. We will notify you where we consider that this threshold has been exceeded.

13. Information on challenging our invoice

If you are unhappy with our invoice, you may have a right to object to it by way of our complaints procedure described in clause 8., **Client care partner and complaints**, and/or by making a complaint to The Legal Ombudsman and/or by applying to the Court for an assessment of the invoice under Part III of the Solicitors Act 1974 Sections 70, 71 and 72.

If all or part of this invoice remains unpaid, we are entitled to charge interest at 8% from the date the invoice is due. If an unpaid invoice is outsourced to a debt collection agency, we will also charge debt recovery fees.

The Legal Ombudsman may not deal with a complaint about an invoice if you have applied to the Court for assessment of it.

For information about the Legal Ombudsman please see clause 8., **Client care partner and complaints**, above.

14. Estimates

In matters where a fixed fee is not appropriate, we will provide an estimate. In some cases, it is hard, in the first instance, to provide a sensible estimate of our likely overall charges. Nevertheless, we try where possible to give estimates for the overall charges of the matter concerned and more particularly, we will endeavour to give you estimates for each stage of the matter as it proceeds.

You may set a limit on the charges and expenses to be incurred, which means that you will be responsible for paying those charges up to the agreed limit, without our having to refer to you. However, we will inform you as soon as it appears that the limit may be exceeded.

Please note that an estimate is not intended to be a fixed or guaranteed figure. It represents our view of our likely charges up to a particular stage or time and it will usually be on the basis that the work proceeds smoothly.

15. Payments on account

We may require payment or part payment of our charges and disbursements in advance.

16. Client Account

Any monies held by us on behalf of our clients in accordance with the Solicitors Accounts Rules (Rules) shall be held at Arbutnot Latham & Co. Limited (at Arbutnot House, 20 Finsbury Circus, London, EC2M 7EA) and/or at National Westminster Bank plc (216 Bishopsgate, London, EC2M 4QB).

In accordance with these Rules, we will account to you for any interest accruing, where it is fair and reasonable to do so in all the circumstances.

17. Invoicing and payment arrangements

If you wish to set a limit on fees and disbursements to be incurred, or on the length of time which may elapse before we render an invoice to you, please let us know by writing to the supervising partner for your matter.

Unless otherwise agreed in writing, we have the right to render interim invoices at monthly intervals, or other periodic intervals, which we regard as appropriate in the circumstances of any particular case. Such invoices are final accounts for the periods covered by them (unless

otherwise stated).

All invoices must be paid within 14 days of receipt. Thereafter, we are entitled to charge interest at a rate equivalent to that payable from time to time on judgment debts on any balance outstanding and unpaid on the invoice.

We reserve the right to deduct from any monies held by us on your behalf (whether on account or otherwise), sums equal to any unpaid fees and disbursements in the case concerned or in any other matter in which we are instructed by you, and to sue for recovery of any such unpaid fees and disbursements.

If arrangements are made for a third party to pay any of our fees or disbursements and VAT, you remain responsible for the payment of any charges, to the extent that the third party does not pay our invoice in full. This includes, but is not limited to, any case in which we have been instructed by your insurers to represent you under a policy of insurance.

We have set up a credit card payment facility, operated through www.xero.com. We can accept Mastercard or Visa payments.

18. Payments involving currency exchange rates

We will invoice you in pounds sterling (GBP) unless you notify us that you prefer to be invoiced in US dollars (USD) or euros (EUR). If you would like an invoice to be issued to you in a different currency please notify us as soon as possible.

Any monies received into our client account on your behalf that are not sent as GBP, USD or euros will be subject to the currency exchange rate provided by our bank. Any loss incurred because of the exchange of currencies, will be charged to you and any gain will be passed on to you.

19. Our right to a lien

The common law entitles us to retain any money, papers or other property belonging to you, which properly come into our possession pending payment of our charges, whether or not the property is acquired in connection with the matter for which the charges were incurred. This is known as a “general lien”. We are not entitled to sell the property held under a lien, but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of our charges.

20. Storage of papers and documents

We generally work digitally and therefore do not necessarily keep papers or a physical file. We will keep a digital file for you in storage for six years after which we may delete the file. If we have papers, subject to our lien, we will return them to you or, if agreed, keep them in storage for six years. Our storage of any physical papers is on the clear understanding that we have the right to destroy papers after such period as we consider reasonable, or to make a charge for storage if we ask you to collect your physical papers and you fail to do so. We will not of course destroy any documents such as Wills, deeds and other securities, which we agree to hold in safe custody. We reserve the right to make reasonable charges for such storage. If we retrieve papers or documents from storage at your request, we may also make a reasonable charge.

21. Our use of Artificial Intelligence (AI)

Jurit LLP is committed to delivering high-quality legal services efficiently. Where it is appropriate and safe to do so, we may use carefully selected artificial intelligence (AI) tools to

support our work, for example, to help with research, drafting or document review. We do so under a formal internal policy and always under the supervision of a qualified lawyer.

What this means for you

- A lawyer is always responsible. AI never replaces the judgment of your legal team. A qualified lawyer remains fully responsible for the advice and work product you receive.
- Your confidentiality is protected. We do not input confidential, privileged or personal client information into AI tools unless they have been specifically approved by the Firm as secure and appropriate for that purpose. We never use free, public AI tools for your confidential information.
- Outputs are checked. Any AI-assisted output is reviewed and verified by your legal team before it is relied upon or sent to you.
- We protect your data. Our use of AI is subject to UK data protection law and our privacy notice, including controls over where and how data is processed.
- You can talk to us. If you have questions about our use of AI on your matter, or specific requirements or restrictions, please tell us and we will accommodate reasonable requests.

Your instructions

If you would prefer that we do not use AI tools in connection with your matter, please let us know and we will discuss the options with you.

22. Financial services

Matters upon which we are instructed may involve regulated activities within the meaning of the Financial Services and Markets Act 2000. We are registered as an exempt professional firm ('EPF') as authorised by the Financial Services Authority under that Act and thus authorised to advise on the purchase of ATE insurance as being incidental to the provision of legal services. We are not otherwise authorised to conduct regulated activities as defined by the Act and so may have to refer you to someone who is authorised to provide any necessary advice.

However, as we are members of the Law Society (which is a designated professional body for the purposes of the Financial Services and Markets Act 2000), we may be permitted to engage in certain limited regulated activities, provided that they are closely linked to the legal services we are providing to you. Any services we provide in this respect are regulated by the Solicitors Regulation Authority.

This firm is not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at <http://www.fca.org.uk/>.

23. Ceasing to act for you

You may terminate your contract with us generally, or for a particular matter. If you wish to do so, please notify the supervising partner in writing. No notice period is required.

In some circumstances it may not be possible or practical for us to continue to act for you, or we may consider we ought to stop acting for you, for example, if you do not meet your

responsibilities to us. We may decide to stop acting for you only with good reason, and will give you reasonable notice that we will stop acting for you.

We also reserve the right to decline to act further if you do not pay promptly any request for money on account or do not pay an invoice within the due period.

In certain circumstances we may be required by law or regulation to suspend, or to terminate our contract with you on a particular matter or generally without giving any period of notice. These circumstances include, for example, suspending or terminating a contract with a person or entity where we have reasons relating to the UK sanctions regime for concern about the individual or entity we are advising.

Any termination by us will be confirmed to you in writing, if requested.

If we cease to act, for whatever reason, you will pay our charges with expenses and we will submit an invoice to you to cover work done and disbursements incurred in respect of the period up to the date of termination, and necessarily incurred afterwards, as part of the orderly termination of our retainer.

For contentious matters, if we are on the record at Court as acting for you in any proceedings, the consent of the Court may be required before we can be removed from the record and, to that extent, your right to terminate our retainer may be restricted.

Unless otherwise terminated, our contract will end when our work on the matter is completed and our final statement of account is rendered and we have been paid.

24. Communications and Privilege

We will communicate with you by email unless you notify us in writing that another method must be used. We may need to check discs or e-mail for viruses. Unless you withdraw consent, we will communicate with others when appropriate by e-mail or fax, but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax to you or others.

In order to avoid any confusion or duplication, instructions to us should be given by you personally when you are instructing us in a personal capacity or in the event of a corporate client instruction by an individual or group authorised to do so (such as the client's legal department). Please let us know if you want us to provide advice to other colleagues, so that we can ensure that our communications remain confidential and protected by privilege.

Communication by us on your behalf outside your firm (such as with government or regulatory authorities or your other advisers / auditors) is unlikely to be privileged and, if it is, there is a risk that privilege may be lost or waived.

Physical post will be sent to your business address, unless agreed otherwise.

Communication by email and other digital means is efficient, but runs the risk of interception, unauthorised access and disclosure. We recommend that where possible you use a business email address for correspondence with us and adopt a secure means of sharing documents with us electronically. We accept no responsibility for the content of any fraudulently sent communications. Please discuss these arrangements with us to ensure that confidentiality and privilege are maintained.

25. Data Protection

Subject to what is set out below we will use all personal information that you give us, or a party supplies to us on your behalf for the following purposes:

- a) to provide you with legal and other services;

- b) to comply with legal and regulatory requirements;
- c) to carry out credit checks, to detect, investigate and prevent fraud and to trace debtors; and
- d) to update and enhance client records.

We may disclose the personal information you give us to:

- i. our agents and service providers for any of the purposes set out above;
- ii. credit reference agencies, the Police, Government departments and agencies for the purposes set out in c) above; and
- iii. any person to comply with the purpose set out in b).

Before you or a party on your behalf gives us any personal information about your employees or related parties, you must inform them that you are giving the personal information to us and that it will be used in the manner and for the purposes described above.

Further details of our commitment to you in respect of how we handle your personal information are set out in our privacy policy, a current copy of which can be found on our website at: www.jurit.com/privacy-policy/. A current copy of our Data Protection Policy can also be found on our website at www.jurit.com/data-protection-policy/.

26. Responsibility to third parties

Save where imposed by law, we do not accept any responsibility to any third party in relation to the matter on which we are instructed by you. To the extent that the law nonetheless imposes on us such responsibility to any third party, our liability to them shall be limited in accordance with clause 26., **Limitation of liability** and a single limit as set out in the clause, shall be shared between all such third parties and you.

27. Limitation of liability

Our liability to you (and, where applicable under clause 25., **Responsibility to third parties**, to any third party) shall not exceed £5,000,000.

This limit shall apply to any and all causes of action against us in respect of, or arising from, or in any way connected with, our engagement by you.

Where you instruct us on future matters, the provisions of this clause 26. shall also apply to each such future matter, but with a fresh limit, as above.

Where instructions on any matter are from multiple clients, a single limit will apply, to be shared by all such clients.

If you would like to propose a higher limit for any matter, please contact us to discuss this.

Your relationship will be solely with Jurit LLP, and Jurit LLP will have sole legal liability for the work done for you and for any act or omission in the course of that work. No individual partner, consultant, contractor, agent or employee of Jurit LLP will have any personal legal liability for that work, whether in contract, tort (including, without limitation, negligence) or otherwise. In particular, the fact that an individual partner, consultant, contractor, agent or employee signs in his or her own name any letter, e-mail or other document while carrying out that work will not mean that he or she is assuming any personal legal liability, separate to that of Jurit LLP.

You agree that (other than in the event of fraud) any claim brought in respect of a matter upon which we are instructed will be made against Jurit LLP, and not against any Jurit Person.

For the purposes of these Terms of Business, a **Jurit Person** is:

- a) any partner, employee, agent or consultant of Jurit LLP; or
- b) any company controlled by Jurit LLP or any officer, employee, agent or consultant of any such company; and
- c) any successor of any of the persons listed in (a) and / or (b) above.

These Terms of Business shall only apply to exclude or limit any liability to the extent permitted by law, and (without limitation) nothing in these Terms of Business shall operate to exclude or limit any liability for fraud.

28. Insurance

Our indemnity insurers are Travelers Insurance Company Ltd. There is no territorial limit to the cover. The limit of the cover is £5,000,000 in respect of any one claim.

29. Third party rights

Except to the extent provided below, a person who is not a party to the agreement between us has no right under the Contracts (Rights of Third Parties) Act 1999, to enforce any term of the agreement.

The exclusions of liability in favour of Jurit Persons contained in clause 26., **Limitation of liability**, above may be enforced by any Jurit Person subject to and in accordance with the terms of the agreement between us and the Contracts (Rights of Third Parties) Act 1999.

Notwithstanding that any term of the agreement between us may be or become enforceable by a Jurit Person, you or Jurit may deal with any of our respective rights and obligations under the terms of the agreement between us, and we may agree to vary or terminate that agreement without reference to or the consent of any Jurit Person.

30. Intellectual property

Unless otherwise expressly agreed in writing, we own the rights in the work product that we produce in providing services to you. Subject to payment of our fees for services provided, we grant to you a non-exclusive, royalty free and perpetual licence to use the work product for the purposes for which we produced it for you. This licence does not allow you to give the work product to any third party to use for their benefit, unless we have specifically agreed to this in writing.

31. Equality and diversity

We have formal procedures in place to ensure equal opportunities. We view diversity as critical to the international nature of our business and have created a working environment where people from different backgrounds can thrive. We are committed to treating all prospective and existing employees, partners, clients and third parties equally and without regard to gender, marital status, ethnic origin, age, disability, sexual orientation or religious belief. Our Equality and Diversity Policy is available on request.

32. Rights and remedies

The rights and remedies available to us by virtue of these Terms of Business are without prejudice to any other rights or remedies available to us.

Any failure by us to exercise or delay by us in exercising a right or remedy provided by these Terms of Business or by law does not constitute a waiver of the right or remedy, or a waiver of other rights or remedies.

33. Law and jurisdiction

We and you agree that any dispute or claim arising out of or in connection with our agreement and any contract arising under our agreement and /or its subject-matter or formation (including, without limitation, non-contractual disputes or claims) shall be:

- a) governed by and construed in accordance with English law; and
- b) subject to the exclusive jurisdiction of the English courts.

34. Litigation

In all cases, you are reminded that you will be bound by all documents which you sign which will, in litigation matters, include all statements of truth. You are strongly advised to read all documents thoroughly and to raise any queries before signature. Under no circumstances should a document be signed unless you thoroughly understand it and are satisfied with its contents in all respects. We are here to help you - please ask at any time for clarification or explanation as and when required.

35. Opponents Costs and Orders (Litigious Matters Only)

The English Courts and arbitrators have the power to order the unsuccessful party in litigation to pay the successful party's legal costs and expenses. We shall advise you more fully on these aspects at appropriate occasions during the handling of the case. However, the following general points should be noted:

- a) an unsuccessful party may be ordered to pay the successful party's costs including disbursements (and, if applicable, arbitrators' fees and expenses) of the proceedings;
- b) an order to pay costs may be made at any stage of the proceedings and the unsuccessful party may be ordered to make immediate payment of costs;
- c) sanctions can be imposed for failure to pay costs by the appropriate deadline;
- d) the amount of costs and expenses to be paid to the successful party are assessed by the arbitrators and/or the Court (as the case may be) if the amount cannot be agreed;
- e) the unsuccessful party may be ordered to make a payment on account of the ordered costs pending assessment of the costs;
- f) a successful party may in certain circumstances have part or all of their costs disallowed. Assessment of costs on the usual or "standard" basis can result in the successful party being awarded a proportion of the legal costs and expenses incurred (usually of the order of 60-80% of the legal costs incurred depending on the nature of the work carried out);
- g) interest may be payable on the costs from the date of the costs order until payment;
- h) if you recover costs from the other party, there is always a risk that that party will not pay those costs;
- i) please note that you shall remain responsible for payment of all our professional fees and disbursements incurred in your case even if you are unsuccessful with your case or if you are successful but are unable to obtain payment of your costs from the opponent;
- j) you agree that we may retain any damages or costs or interest received or recovered in respect of our unpaid and unbilled professional charges and/or disbursements.

36. Funding Arrangements

As explained, you will be responsible for payment of our professional fees and disbursements incurred in your case and, if unsuccessful (in the event that your instructions involve the

commencement or defence of litigation), you may also be ordered to pay your opponent's legal fees and expenses. It is therefore important that you consider the possible arrangements for funding the legal costs and expenses. In this connection, please check whether your existing insurance arrangements cover your legal costs and expenses and/or possibly your opponent's legal costs. Even if you do not have existing insurance arrangements, you may still be able to purchase insurance for your own legal costs and/or your opponent's legal costs. Please inform us if you wish us to investigate the possible insurance arrangements for funding legal costs you will incur.

37. Cybercrime and Fraud

Please be aware of the increase in cybercrime and fraud. Jurit LLP will not change its bank account details without prior notification. If you receive an email stating a change in bank account details purporting to be from Jurit LLP, do not send the funds to the account and contact us immediately by phone on +44 (0) 20 7846 2370 to check that the details are accurate and not fraudulent. We will not accept liability for any money sent to the wrong account. Details of third-party bank accounts contained in emails will need to be checked verbally and may be subject to further evidence requests.

38. Conclusion

Unless otherwise agreed, these terms and conditions of business apply to any future work you give us. Your continuing instructions in this matter will amount to your acceptance of these terms and conditions.

We hope that by sending you these terms and conditions, we have addressed any of your immediate queries about the day - to - day handling of your work and our Terms of Business. If you still have any query, please do not hesitate to contact the person handling the matter.