



TERMS OF BUSINESS

We are pleased that you have chosen us as your legal advisers. These Terms of Business together with the associated Client Care Letter set out the basis on which we will act for you. Please keep a copy of these Terms in a safe place and let us know if you need a new copy. If you have any questions about your representation, please contact the Individual in charge of your matter.

1. Terminology

- 1.1. "Client", "you", or "your" means the party or parties to a Terms of Agreement with us.
- 1.2. "Client Care Letter" means a separate letter sent by or on behalf of a Consultant and issued by us for each matter on which we act for or represent you.
- 1.3. "Consultant" means a lawyer of Cubism Limited who is able to charge for the provision of legal services.
- 1.4. "Individual" means any director, Partner, Consultant, lawyer, trainee, paralegal, support staff, employee or subcontractor of Cubism Limited.
- 1.5. "Partner" means individuals who may be employees or consultants with equivalent standing and qualifications. For the purposes of the Companies Act 2006, these members are not officers of Cubism Limited and a list of all directors is open to inspection at our registered office, together with a list of the non-members who are referred to as partners.
- 1.6. "Related Entities" means (a) any organisation which you control, or which controls you or which is under common control with you, and (b) the directors, employees, representatives, agents and advisers of you and those entities.
- 1.7. "SRA" means the Solicitors Regulation Authority of England and Wales.
- 1.8. "SRA Conflict Rules" means the SRA's rules and guidelines on conflicts of interest and confidential information (available on the SRA's website at www.sra.org.uk/handbook page).
- 1.9. The Legal Ombudsman is the independent body in England and Wales that handles complaints about the provision of legal services.
- 1.10. "Terms of Agreement" means the contract under which we will provide services to you on each matter, the terms of which are set out in a (i) Client Care Letter and (ii) the Terms of Business.
- 1.11. "Terms of Business" or "Terms" means this Terms of Business.
- 1.12. "VAT" means any value added tax, sales tax or similar tax which may be or may become payable on services provided.
- 1.13. "We", "our" or "us" means Cubism Limited and its trading names.

2. Contract

2.1. You agree that the Terms apply to all your matters except to the extent we inform you that different terms apply. The Client Care Letter takes precedence over the Terms.

2.2. You agree that the Terms apply to all current and any future matters we undertake for you.

2.3. We will not be responsible for matters not included or that are expressly excluded in the applicable Client Care Letter.

3. Office details

3.1. Cubism Limited is a limited liability company registered in England and Wales under Company No 04969473. It uses the trading names of Cubism Law, Freshlaw, Golden Leaver, Nabas International Lawyers and Vovan & Associés. It is authorised and regulated by the SRA. A list of the directors and non-members who are referred to as partners is open for inspection at its registered office at 1 Plough Place, London, EC4A 1DE. Cubism Limited is registered for VAT purposes with VAT registration number 836125143. Our office hours are 09:00 to 18:00 Monday to Friday.

4. Responsibilities

4.1. A Consultant will have overall responsibility for each matter although we may involve other Individuals as appropriate. We may also instruct counsel, experts and lawyers in other jurisdictions or other third parties to assist you.

4.2. Your responsibilities include providing us with clear and timely instructions, providing us with the relevant information and documents necessary for us to do our work, giving us full and candid disclosure of all facts and information that we request or that appear relevant regarding your matter, and thereafter notifying us of all relevant changes in facts and circumstances.

4.3. You acknowledge that we cannot and have not made any guarantees about the outcome of any matter. Any advice we give or discussions we have with you are limited by the knowledge we have at the time.

5. Our charges

5.1. Unless we have agreed otherwise, our fees are calculated by reference to the time Individuals spend on your matter at their hourly rates applicable from time to time. This will include preparation for, attendance at and follow up from hearings and meetings, reading and working on documents, correspondence (including emails) and time spent

travelling from the office when this is necessary. The rates applicable to each matter are set out in the Client Care Letter but may be adjusted from time to time.

5.2. Correspondence and phone calls are charged on a time-spent basis. The minimum charge is a six minute unit of time.

5.3. As well as our fees we reserve the right to charge £35.00 plus VAT for other costs and expenses we incur on your behalf such as photocopying, printing, telephone calls, faxes, telegraphic transfers, travel, couriers and other incidental expenses.

5.4. Our charges for administering telegraphic transfers will be £35.00 plus VAT which includes a bank fee (£17.00 - £21.00). These charges may vary from time to time.

5.5. Our charges are not contingent and will be payable whether or not a matter is concluded, unless expressly agreed otherwise. If we agree a fee for a matter which then does not conclude, we may charge up to the agreed fee by reference to the time spent.

5.6. Where costs are charged to us by third parties, we will charge you the amount charged to us. When we instruct third parties on your behalf, such as counsel or experts, we will do so as your agent and you will be responsible for their fees, costs and applicable taxes. We may arrange for these charges to be billed directly to you or we may include them in our invoices.

5.7. Where applicable, we will charge VAT on our fees, costs and expenses.

5.8. It may sometimes be possible to obtain 'after the event' insurance cover. Please let us know if you wish to explore that possibility or require us to advise on it (see paragraphs 8.1b, 8.1d and 8.4 below).

6. Changes to charge-out rates

6.1. Our hourly rates are reviewed with effect from 1st May each year. If the rates are changed, we will notify you of the new rates and you will then be bound by them. If you do not accept the new rates, we reserve the right not to continue acting for you.

7. Cost estimates

7.1. Any cost estimate we give at any time is a guide to assist you with budgeting and is not intended to be fixed.

7.2. Any fixed fee, capped fee or other fee arrangement we agree with you, or any costs estimate we give you, is based on the scope of the work anticipated and our assumptions about the matter at the time it is agreed or given. If the scope of the work changes or the assumptions, facts or circumstances change, the fee arrangement and cost estimate may no longer apply. In that case we will discuss a revised fee arrangement or estimate with you.

8. Charges in contentious matters

8.1. With regard to contentious and potentially contentious matters:

- a) you will be responsible for paying our invoices in full regardless of any order for costs made against an opponent;
- b) if the case is lost, you will probably have to pay the opponent's costs as well as your own;
- c) even if you win the opponent may not be ordered to pay or may be incapable of paying your costs, especially if they are in receipt of public funding; and
- d) the amount of any costs recoverable from another party is limited by statute and by the Court rules.
- e) In some contentious matters for example, in small claims court cases or in claims involving employment tribunals, different costs regimes apply meaning that solicitors' costs are unlikely to be recoverable from an opponent.

8.2. If the Court orders us to pay any costs because of the way in which you instructed us to conduct a matter, or because you did not give us adequate and timely instructions, we may charge these costs to you.

8.3. If the Court makes an order for costs against you at the end of an interim hearing, and we do not hold enough funds for you in our client account, you must provide the sum due in time for us to pay within the deadline, or you must arrange to pay directly.

8.4. If you do not have insurance against the risk of having to pay the other party's or parties' costs,

you may wish to consider arranging suitable insurance.

9. Billing and invoices

9.1. We may invoice monthly or otherwise issue interim invoices to you. We may deliver our invoices to you personally, by post or by email.

9.2. Our invoices are due and payable when delivered. We may charge you interest at the rate of 1% per month, which interest will accrue daily, on any invoices that are not paid within 14 days.

9.3. We expect all invoices to be paid by bank transfer. We welcome payment of your invoices by debit and or credit card although we do not accept American Express cards. Although we do occasionally accept payment of invoices by cheque or cash, we reserve the right to refuse payment by those methods. We never accept any cash payment in excess of £500. If clients circumvent this policy by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

9.4. Where any sums are due to us, either in respect of bills we have raised or sums on account of costs we have requested, we are entitled to hold on to any files and documents belonging to you which are in our possession until all such sums have been paid in full. We also reserve the right to stop working on all matters on which we are acting for you.

9.5. Where you expect a third party to reimburse you for our charges, we are entitled to recover payment in full from you, even if the third party does not pay you on time or at all.

9.6. If you are not happy with an invoice you have a right to complain under the firm's complaints procedure (see paragraph 26 below) or you have a right to have the invoice reviewed or assessed by the Court.

10. Payments on account and client money

10.1. It is our policy to ask you to make payments on account of anticipated fees, costs and expenses and any applicable taxes. A request for payment on account is not an estimate of or cap on any fees, costs or expenses. We may apply any such payments towards any invoice issued to you. This will not affect any of your statutory rights to challenge the amount of the invoice.

10.2. We will hold any funds you pay us in accordance with the law and SRA's Code of Conduct that apply to us. Any funds paid to us on account of

fees, costs and expenses will be held by us on your behalf.

10.3. Any monies we hold for you or on your behalf are held in a UK bank account at your own risk. We will not be liable to repay any monies that we hold for you which are lost as a result of failure of the bank.

10.4. If any such client bank account fails, you may be eligible for compensation through the Financial Services Compensation Scheme (FSCS). To be eligible you must be an individual or a small company. The maximum amount the FSCS can pay out in compensation is £85,000. This limit applies to you as an individual in total and includes any personal monies you may hold separately at the same bank. Further information can be found on the Financial Conduct Authority's website at <http://www.fca.org.uk/>

11. Interest on funds we hold for you

11.1. In accordance with the SRA Accounts Rules 2011, we are required to account to you for interest on money held by us in our client bank account when it is fair and reasonable to do so.

11.2. The holding of client money is incidental to the carrying out of clients' instructions.

11.3. In addition, we are required to hold client money in an instant access account to facilitate transactions. As a result, the rates of interest paid under this policy are unlikely to be as high as those obtainable by yourself. Interest will be paid where the amount of interest calculated exceeds £50.

11.4. Where money is held in relation to separate matters for you we will treat the matters and money as separate, unless the matters are so closely related that they should be considered together.

11.5. Interest will be calculated on a daily basis, using the rate of interest offered to business customers on instant access deposit accounts at the bank where we hold client monies.

11.6. Interest will be calculated from when cleared funds are received into our account, whether paid by cheque, BACS, debit or credit card.

11.7. We will normally account to you for interest at the conclusion of the matter. You may contract out of receiving interest by signing a written agreement with us.

11.8. The interest policy, including the de minimis limit of £50, will be reviewed periodically, particularly if changes are made to the Bank of England's base rate.

12. Email and other communications

12.1. Unless you tell us otherwise you agree to us communicating with you, including sending invoices

and other confidential information by normal, unencrypted email using the email address(es) you have given to us. You should be aware that there is a risk that emails may be intercepted, delayed, corrupted or fail to be delivered. They may also be improperly accessed on your computer or our computer or even on another computer unconnected to either of us through which email passes. Please contact the Consultant responsible for your matter if you need special security arrangements or other communication arrangements. We will not use special security arrangements for electronic transmissions unless you expressly instruct us to do so.

12.2. Unless specific confidentiality restrictions have been expressly agreed with you, your Consultant(s) may share your information with other Cubism Limited Consultants.

12.3. We have taken the steps we believe to be reasonable to ensure our information and communication systems are secure and safe from attack. To the extent permitted by law, Cubism Limited does not accept any liability resulting from:

- a) use of email communications;
- b) viruses or other malicious programs;
- c) interruptions to the availability of IT services;
- d) third parties gaining unauthorised access to information on our systems or during transmission.

12.4. Sometimes spam, virus filters and security arrangements may reject legitimate emails. You should therefore follow up important emails by telephone, to confirm receipt.

13. Documents and storage

13.1 After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. Thereafter, we will normally destroy all records six years after a matter is finished.

13.2 If you would like us to keep certain records for longer, please notify the consultant handling your matter or the firm's office manager.

13.3 As there is a cost to Cubism Limited for storage and retrieval of documents, we reserve the right to charge you for the costs incurred for storage and for copying the file or producing a document from storage. Our charges will include reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved file or providing additional copies of any documents. We

will notify you of our storage rates at the appropriate time.

14. Conflicts and confidentiality

14.1. The SRA Conflict Rules apply to us.

14.2. Our client is only the person or entity designated in our Client Care Letter and not any of its Related Entities. Accordingly, for conflict of interest purposes we may represent another client with interests adverse to any of your Related Entities. Our relationship with you does not create any rights in or liabilities to any of your Related Entities.

14.3. We have a duty not to disclose confidential information we have obtained, or may obtain from any person as a result of another client instructing us. If you give any Consultant confidential information but then do not instruct him or her, that Consultant may act for another client on another matter to which your confidential information is relevant, to the extent permitted under the SRA's Conflicts Rules.

14.4. From time to time our practice may be audited or checked by our accountants, or our regulators or other organisations. These organisations are required to maintain confidentiality in relation to your files.

14.5. We are professionally and legally obliged to keep your affairs confidential. However, Solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

15. Outsourcing

15.1 We may, from time to time, outsource certain legal activities or operational functions to external providers. We will always ensure that we have signed a confidentiality agreement with these providers. If you do not want your file to be outsourced, please tell us as soon as possible.

15.2 You should be aware that third parties may process personal data on our behalf for business reasons. In that event we will ensure that there is an appropriate contract in place to commit the third party to process the data strictly in accordance with our instructions and in accordance with appropriate standards to ensure that the third party complies

with its obligations to protect the data the same way.

15.3 From time to time, we may disclose personal data to professional advisers, regulatory bodies, electronic verification reference agencies and other parties for business or legal reasons and in the event this occurs, we will do so under conditions of strict confidentiality.

16. Duties and rights of third parties

16.1. Our advice is for your benefit only. Unless otherwise agreed or permitted by law, we disclaim any liability to any person other than the Client named in the applicable Client Care Letter. We may consider a request by another party who specifically asks for the right to rely on our advice, but we reserve the right to decline. You agree that you are not seeking our advice or services on behalf of another unless we expressly agree otherwise in writing in advance.

16.2. You may not assign any Terms of Agreement.

16.3. No term of this agreement shall confer rights on or be enforceable by any person who is not a party to the Terms of Agreement. No consent is required from any person who is not a party to the Terms of Agreement in order to rescind, vary, waive, assign, novate or otherwise dispose of any or all of our respective rights or obligations under it.

17. Limitations on our liability

17.1. Our financial liability to you shall be limited as follows:

- a) Irrespective of the legal grounds on which any claim against us is made, our liability to you shall always be limited to £3,000,000 (or such other amount as has been expressly agreed in writing between us) for all claims and losses:
 - i) resulting from one act, error or omission; or
 - ii) arising from a series of related acts, errors or omissions; or
 - iii) resulting from a series of related acts, errors or omissions arising out of or attributable to the same originating cause, source or event; or
 - iv) arising from the same or similar act, error or omission in a series of related matters or transactions.
- b) We will not be liable for any consequential, special, indirect or exemplary damages, costs or

losses or any damages, costs or losses attributable to lost profits or opportunities.

17.2. For the purposes of Clause 17.1, a claim against any one or more of our directors, Consultants, solicitors, trainee solicitors, employed barristers and any other member of staff (whether employees or not) shall be regarded as a single claim against us and our liability to you shall be limited accordingly.

17.3. We shall not be liable to you in the event that any failure to provide our services to you has been caused by matters beyond our control.

17.4. If we recommend the services of anyone to you such as accountants, surveyors, HR professionals, trade mark and patent agents, insurance brokers, financial advisers, foreign lawyers or anyone else, we shall do so in good faith and shall incur no liability to you in that regard. You agree that you will undertake your own due diligence on the qualifications, expertise, reputation and testimonials of the person in question before using their services and that it is your decision to use them and you do so relying solely on your own assessment of their suitability.

17.5. Where we are liable to you and other third parties in respect of a matter, the limitations of liability in this Clause 17 shall apply and represent our total liability to you and all such third parties.

17.6. In addition to the other limitations in this document, where we and/or third parties are responsible for any loss suffered by you, our liability for that loss will be limited to a fair proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged others to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, in order that our position is not adversely affected by any such limitation of their liability, you agree that our liability to you will not exceed the amount which would have applied in the absence of that limitation.

17.7. On any matter on which we act for you, no Individual will have any liability to you. You also agree not to bring any claim against any Individual whether in contract or tort (for example, negligence) for breach of statutory or other duty, or otherwise.

17.8. We will not advise in relation to tax, intellectual property rights, welfare benefits, appeals and/or enforcements of judgments, unless such advice is an integral and clearly specified part of the

agreed services and we accept no liability for any failure to give such advice.

17.9. The limits in this Clause 17 apply to all liabilities whether arising in contract or tort (for example, negligence) for breach of statutory duty or otherwise except:

- a) liability for death or personal injury caused by our negligence;
- b) liability for fraud or our reckless disregard of professional obligations; or
- c) any other liability to the extent that its limitation or exclusion is prohibited by law.

18. Financial Services and Markets Act 2000

18.1. We are not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000. However our services may sometimes involve regulated activities relating to investments within the meaning of the Act. We are only able to provide services which are incidental to our legal services (such as arranging or advising) or can be regarded as a necessary part of them. In doing so we are regulated by the SRA. No communication from us is intended or should be construed as advising on the merits of acquiring or disposing of any particular investments or an inducement to engage in any investment activity.

19. Insurance mediation

Although we are not authorised by the Financial Conduct Authority, we are included on the register of exempt professional firms maintained by the Financial Conduct Authority so that we can carry out insurance mediation activity. This is broadly the advising on, selling and administration of insurance contracts. The register can be found on the Financial Conduct Authority's website at <http://www.fca.org.uk/>

20. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

20.1. If you have engaged us in a personal capacity and are not acting on behalf of your trade, business, craft or profession, then you may be entitled to a 14-day cooling-off period during which you may cancel the contract if any of the following circumstances apply:

- a) We met with you somewhere other than at our offices and at that meeting we agreed to act in your matter.
- b) We met with you somewhere other than at our offices and at that meeting you asked us whether

we could act in your matter. At some point after that meeting we agreed to act.

- c) We personally and individually addressed you somewhere other than at our offices and immediately afterwards effected the contract to act for you either in our offices or by telephone or email.
- d) We agreed to act for you in your matter during an excursion that we organised.

20.2. Should you wish to cancel the contract, please do so in writing. A cancellation form is attached for your convenience and use. However if you would like us to commence work within the 14 day cooling-off period, you must confirm this to us in writing.

20.3. Please note that if you ask us to commence work before the end of the 14-day cooling-off period, you will be liable to pay us for any work prior to any subsequent cancellation. If you have authorised us to commence work early, your right to cancel is lost if all the work is completed before you cancel.

21. Data protection and privacy

21.1. We will ensure that we comply with Regulation (EU) 2016/679 (the "GDPR") and all other equivalent Data Protection Laws and regulations insofar as they are applicable to us in any other part of the world.

21.2. We will process relevant personal data in accordance with our Data Privacy Policy which can be accessed by referring to our website <https://www.cubismlaw.com/legal/privacy-cookies/>

21.3. We will ensure that all relevant personal data is only disclosed to our personnel who have a legitimate business need to process the personal data.

21.4. In instructing us, you acknowledge that, in the context of such processing, we and our Consultants are each Controllers, independently deciding the purposes for which, and the means by which, the relevant personal data is processed.

21.5. You shall ensure that you are lawfully permitted to disclose personal data to us before making any such disclosure and it is your duty to ensure that you, as far as is reasonably possible, have provided our privacy policy to any affected

data subjects before disclosing their personal data to us.

21.6. The data provided to us will primarily be used for the provision of legal services to you and for related purposes including:

- a) maintaining and updating client records;
- b) legal and regulatory compliance including identifying and avoiding conflicts of interests;
- c) carrying out identity, credit, anti-money laundering and fraud prevention checks against your name using databases kept by other organisations
- d) analysis for management purposes and statutory returns;
- e) if we transfer/merge all or part of our business in which case your information will be disclosed to potential or actual successors of the business
- f) preparing and sending marketing information about our activities; and
- g) as otherwise permitted by law.

21.7. Our use of that information is subject to your instructions, the data protection legislation and our duty of confidentiality.

21.8. Please note that our work for you may require us to disclose information to third parties such as HMRC (in relation to your FATCA status, GIIN, payments made to you and other issues), other supervising or regulatory authorities, expert witnesses and other professional advisers.

21.9. You have a right of access under data protection legislation to the personal data that we hold about you. If you wish to exercise this right please contact the Compliance Department via email at compliancecentral@cubismlaw.com

21.10. We may from time to time send you information which we think might be of interest to you. If you do not wish to receive such information you may opt out please notify us in writing.

21.11. Any personal data we receive from you for the purposes of our identity verification and money laundering checks will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by Law or with your consent.

21.12. You consent to us retaining your AML identification records for longer than the five year statutory period.

22. Money laundering and anti-bribery

22.1. The Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017 require solicitors to take various steps to guard against money laundering. Under these regulations, we

may need to (a) verify your identity; (b) verify the identities of any beneficial owners; (c) obtain information on the purpose and intended nature of your relationship with us including, where necessary, your source of wealth and funds at the start of and at various times during the retainer. You must provide us with all the information we need for these purposes promptly. We may also obtain information about you for these purposes from third party information providers.

22.2. We may be obliged to report information about possible money laundering and terrorist financing to the authorities, notwithstanding our normal duty of confidentiality. If we have to make a report we may not be able to tell you that we have done so, because the law prohibits "tipping off". Where the law permits, we will tell you about any potential money laundering problems and explain what actions may be necessary.

22.3. We do not tolerate bribery or corruption in any form. A copy of our anti-bribery and corruption policy is available on request.

22.4. Where we receive personal data from you for the purposes of our money laundering checks, these will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent. You consent to us retaining such data for longer than the five year statutory period, unless you tell us otherwise.

23. Equality and diversity

We are committed to maintaining a diverse and inclusive work environment in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

24. Professional indemnity insurance

We are currently insured worldwide by AXIS Specialty Europe SE. The registered office of our insurer is 4th Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ.

25. Copyright

Copyright and all intellectual property rights in all documents, whether in hard or soft copy, software and other products any Consultant supplies to you will stay vested in us. We grant you a licence to use and copy such work products, but only in respect of the matters for which they were supplied to you.

26. Complaints

26.1. We are committed to providing high quality legal advice and client care. If you are unhappy

about any aspect of the service you receive or about any invoice, please contact David Sedgwick on 020 7831 0101 and david.sedgwick@cubismlaw.com or by letter to Cubism Limited, 1 Plough Place, London, EC4A 1DE. It is our policy to investigate complaints thoroughly and promptly. A copy of our complaints policy is available on request.

26.2. We have 8 weeks to consider your complaint. If we have not resolved it to your satisfaction within this time you may complain to the Legal Ombudsman.

26.3. You may contact the Legal Ombudsman at www.legalombudsman.org.uk or in any of the following ways:

- a) by post at:
PO Box 6806,
Wolverhampton
WV1 9WJ
- b) by email at:
enquiries@legalombudsman.org.uk
- c) by telephone on:
0300 555 0333.

26.4. You will need to contact the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring, or within three years of when you should reasonably have been aware of it.

26.5. The Legal Ombudsman Service may only be used by individuals, a business that is a micro-enterprise (fewer than 10 employees and with turnover not exceeding or assets valued at less than €2 million) or a charity, club, association or organisation with an annual income of less than £1 million.

26.6. As well as your right to complain about any of our invoices under our complaints procedure, you have the right to apply for the invoice to be assessed by the Court under Part III of the Solicitors Act 1974. The Legal Ombudsman may not consider a complaint about an invoice if you have applied to the Court for assessment of the invoice.

27. Ending our agreement

27.1. You may end your instructions to us at any time by letting us know in writing, unless other termination arrangements are expressly agreed for a matter. We may decide to stop acting for you at any time on reasonable notice, except as precluded by our professional obligations. If we do have to stop acting for you we will explain your options for pursuing the matter, and will work with you to

minimise any disruption to your matter.

27.2. However, if we stop acting for any reason, you agree to pay our fees, costs and expenses and applicable taxes incurred before our services ended and any work we have to do afterwards. If we have agreed a fixed fee for the matter we may charge up to the agreed fee by reference to the time spent. To the extent allowable under applicable law, we will have a lien on all of your papers and on any assets we hold for you until payment of all sums due to us.

28. Entire agreement

Your Client Care Letter and this Terms of Business constitute the entire agreement between us.

29. Changes

We reserve the right to change or add to these Terms either generally, or for a particular matter, by notice in writing.

30. Governing law and jurisdiction

30.1. The Law of England and Wales governs all the agreements and arrangements between us

relating to our services. You agree to submit to the exclusive jurisdiction of the Courts of England and Wales in the event of any dispute, claim or difference. This includes any dispute or claim or any difference of any kind whatsoever arising out of or in connection with the agreements and arrangements or their subject matter or existence or termination.

30.2. However we may at our sole option refer the dispute, claim or difference to an arbitrator in London.