

Babbé LLP Terms and Conditions of Business

The Engagement Letter and these terms and conditions govern the basis upon which we provide professional legal services and collectively are referred to as our/the/these **Terms**.

The Terms override any other terms and conditions stipulated or incorporated by you in your instructions unless otherwise expressly agreed by us in a separate engagement letter with you.

References in these Terms to we/us shall mean Babbé LLP (**Babbé**) which is a limited liability partnership registered in Guernsey, having its registered office at La Vieille Cour, La Plaiderie, St Peter Port, Guernsey, GY1 4BL. Babbé uses the term partner to refer to a member of Babbé or an employee or consultant of equivalent standing and qualification. A list of the members of Babbé is available for inspection at our registered office. Babbé is registered as a Prescribed Business with the Guernsey Financial Services Commission.

1. Babbé

- 1.1 Your contract is with Babbé and not with any partner of Babbé (**Partner**), employee, consultant of, or any person connected with Babbé or any Babbé group companies who deliver services on behalf of Babbé.
- 1.2 Any advice given to you (or other work done for you) by a Partner, employee or consultant of Babbé is given (or done) by that person on behalf of Babbé and not in his or her individual capacity and no such person assumes any other personal responsibility to you for the advice or other work.
- 1.3 You agree that you will not bring any claim in connection with advice or services provided to you, whether on the basis of contract, in tort (including, without limitation, negligence), breach of statutory duty or otherwise against any Partner or any employee or consultant of Babbé or any Babbé group company but this will not limit or exclude the liability of Babbé (subject to the terms set out in Clause 11 of these Terms) for the acts or omissions of its Partners, employees or consultants.
- 1.4 This Clause 1 is intended to benefit Babbé and such Partners, employees or consultants who may enforce this clause. Notwithstanding any benefits or rights conferred by these Terms on any third party, the parties to these Terms may agree to vary or rescind these Terms without any third party's consent.

2. Scope of our Engagement

- 2.1 The scope of our engagement in relation to each matter or transaction will be as agreed between you and us from time to time.
- 2.2 Our advice will be based on our understanding of the relevant statutes, case law and practice as at the time it is given. Any subsequent changes in law and practice may therefore affect its conclusions. Unless we have expressly agreed with you to do so, we will be under no obligation to update our advice for any subsequent changes in the law or practice.
- 2.3 During our work on a matter or transaction, we may provide to you drafts of documents produced by us, such as letters of advice or reports, for your review. You cannot rely on a draft until its



contents have been finalised and confirmed to you in writing even if we do not provide you with a final version of the advice or report. Multiple copies and versions of finalised documents may exist in different media. In the case of any discrepancy, a signed copy is definitive.

- 2.4 We will treat you as our client for professional purposes and we are authorised to take instructions from you and any other person whom we reasonably believe to have been authorised by you to give instructions to us. Our duty of care is to you alone as our client and does not extend to your holding company, subsidiaries, directors, employees, shareholders, affiliated companies or other third parties except with our written consent.

3. Responsibility for Client Matters

- 3.1 A supervising partner (**Supervising Partner**) will be appointed for every Babbé matter or transaction. Your Supervising Partner is responsible for ensuring that every aspect of the service provided to you by us is of the highest standard.
- 3.2 We will delegate work to staff members who appear to the Supervising Partner to be appropriate, by qualification or experience, to handle the work concerned.
- 3.3 It may be necessary and/or appropriate for us to instruct English counsel to advise on particular aspects of the case. There are many occasions when a Guernsey court would look to the law of England for guidance on a particular issue and it is often in your interests and more cost efficient for English counsel to be instructed in such circumstances.

4. Fees and Disbursements

- 4.1 Unless otherwise agreed, our fees are determined by reference to a number of factors, the most important being the time spent on the matter. This includes, but is not limited to, time spent travelling, unless otherwise agreed with you, and time spent on routine correspondence as well as making and receiving telephone calls. We do not provide any services on any form of contingency basis.
- 4.2 In addition to our fees, we may incur expenses (which are called disbursements) covering (amongst other things) counsel's fees, expert's fees, courier and postage charges, court fees, Guernsey Registry fees and travel expenses. When we incur such disbursements, we will usually include these in our next invoice or send a separate disbursement only invoice. In every case, you are liable to reimburse us on demand for all expenses incurred. In the case of certain expenses, such as those relating to counsel and experts, we will not be obliged to instruct those third parties until a payment on account of the estimated costs is received by us.
- 4.3 We may also recover from you other costs and charges (not incorporated within our hourly rates) representing support staff overtime in relation to urgent matters requiring our support staff to work after normal business hours.
- 4.4 We will do our best to keep you informed as to the likely fees and disbursements of each matter or transaction. However, as the amount of work required in respect of contentious and certain non-contentious matters is often uncertain, often the best that can be achieved is for you to be kept informed on a regular basis as to the fees and disbursements incurred as the matter or transaction proceeds.

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- 4.5 Subject to the Engagement Letter and these Terms, the initial basis on which you will be charged and any applicable rates will be agreed with you in advance and confirmed in writing by the Supervising Partner or the person having day-to-day responsibility for your work.
 - 4.6 Where an estimate of fees and disbursements is required and given, it is only an indication of the amount anticipated as being the likely charge and shall not be regarded as an agreed fee for the work or transaction unless specifically confirmed in writing as such by the Supervising Partner.
 - 4.7 Any hourly rates we provide are determined by reference to the level of experience and seniority of the lawyers concerned. Rates will change in line with the lawyer's post qualification experience and career progression during the term of our engagement.
 - 4.8 In the event that we stop acting for you on whatever basis in accordance with the provisions of Clause 10 below, unless otherwise agreed, you will be liable, as set out in this clause, for all fees and disbursements incurred up to the point that we stop acting for you, despite the fact that we might not have completed what we were instructed to do. You will also be liable for such further fees or disbursements, which we may unavoidably be required to incur (for example court costs). We may also charge you (at our standard rates) for the cost of extracting files or data and delivering the same to you.
 - 4.9 You are liable to pay on the full indemnity basis all costs and expenses incurred by us in any jurisdiction in the recovery of any and all amounts owed to us by you including the costs of any agents (including lawyers) appointed by us to recover such amounts.

5. Billing and Paying Arrangements

- 5.1 Our invoices may only contain a brief summary of the work carried out on your behalf. You have the right to ask for a more detailed breakdown if you wish.
- 5.2 Depending on the nature of the matter or transaction, we will normally render invoices to you on a monthly basis. We reserve the right to send invoices on a more frequent basis if your matter or transaction requires an unusually large amount of work, or where we otherwise consider it appropriate to do so.
- 5.3 Disbursements will include the amounts referred to Clause 4.2 above. We reserve the right to require payment in advance of significant disbursements that we agree to incur on your behalf. We may also send disbursement only invoices where we otherwise considered it appropriate to do so.
- 5.4 All sums payable by you will be paid free and clear of any deductions or withholdings (together a **Withholding**), except as required by law. If any Withholdings are so required, unless otherwise agreed between you and us in writing, you will pay us such sum as will leave us with the same amount as we would have received in the absence of a requirement to make a Withholding.
- 5.5 We cannot accept cash amounts of more than £500 in payment for any invoice, or any sum, due from you to us or payable in relation to any matter.
- 5.6 Where we are instructed by more than one person jointly, liability for our charges and disbursements is shared between those persons on a joint and several basis so that we may recover from any one or more of those persons individually or together the full amount of our



charges and disbursements notwithstanding any agreement which may be reached between those persons.

- 5.7 In addition, we may also recover from you professional fees at our hourly rates and support staff charges for researching and responding to access requests from third parties for personal data in our possession resulting from or connected to the advice or services provided to you.
- 5.8 Where a matter or transaction is carried out through a company, limited partnership, limited liability partnership or other corporate vehicle established, or to be established, for that purpose, the members will remain jointly and severally responsible for payment of our fees and disbursements in connection with that matter or transaction in question. Where we are asked to invoice that entity and agree to do so, if the invoice has not been settled in full we may cancel the amount outstanding and invoice that amount plus accrued interest to any member.
- 5.9 Where a matter or transaction is carried out on the instruction of an entity or individual as trustee, the trustee will be personally liable for payment of our fees and outlays in connection with that matter or transaction, unless otherwise agreed in writing.
- 5.10 All invoices must be paid in full without deduction, counterclaim or set-off. All invoices, whether interim or final, should be settled upon receipt. Unless otherwise agreed in writing in advance, interest will be charged on all invoices that are not paid in full and in cleared funds within 30 days of the date of the invoice at the rate of 10 per cent per annum (calculated and charged on a daily basis) until payment is received in full.
- 5.11 We may ask that you make payments of anticipated invoices and disbursements in certain circumstances. In particular, we have the right to request payment on account for work before it is commenced and to suspend or terminate all or any part of your instructions to us and any work done for you, without further obligation to you, in the event that any such request for payment on account or any invoice remains unpaid.
- 5.12 Prior to any major court hearing on your behalf, we would normally require all outstanding costs and fees to be paid at least 21 days' before a hearing and will likely require payment of funds on account (of further payment on account) to cover the estimated fees and disbursements that are likely to be incurred with respect to that hearing.
- 5.13 We may also apply any amount held on your behalf in any matter or transaction in our client account in or towards payment of any sum requested or due from you as regards any other matter or transaction whether on account or in respect of an interim, disbursement only, or final invoice or interest, or any combination of these.
- 5.14 In addition to any right that we may have at law, we are also permitted exercise a lien and retain your files or any of your papers or property or sums held by us on your behalf until all monies due from, or payable by, you to us have been paid provided that this does not prejudice your rights.

6. Costs payable by and to other parties

- 6.1 Whatever the outcome of your matter or transaction (including in any court action), you will be liable to us to pay our fees and disbursements.

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- 6.2 In general, the successful party in any court action is usually (but not always) entitled to be paid its “recoverable costs” from the losing party. “Recoverable costs” are calculated in accordance with court rules that apply a maximum hourly rate to Advocates (but not to non-Advocate fee earners) which is calculated annually. There is another form of costs called “indemnity costs”. These are costs awarded on a more punitive basis and do not apply any maximum hourly rate for Advocates. Note Advocate’s costs are not recoverable in civil proceedings before the Magistrate’s Court of Guernsey (also known as Petty Debts) or the Court of Alderney (Small Claims).
- 6.3 Any order of costs in your favour (especially on the recoverable costs basis) is unlikely to cover all your actual costs, even if you are successful.
- 6.4 Any order for costs against another party is only worth the ability of that party to pay it. In any event, you will be personally responsible for the payment of our fees and disbursements in full regardless of any order for costs made against another party. If costs are payable by another party, then we will charge you for any steps that have to be taken to seek to recover those costs from that party in accordance with these Terms.
- 6.5 If you lose your court action you should be expected to have to pay not only our fees and disbursements, but the costs of the other party as well. Any award of costs (on whatever basis) is a matter of discretion of the relevant Bailiwick court. The court does have the ability to review the other party’s costs to make sure that they are reasonable in amount and reasonably incurred.

7. Anti-Money Laundering and Countering Terrorism Financing

- 7.1 As a matter of law, we are required to operate anti-money laundering and countering terrorism financing (**AML/CTF**) checks and procedures in respect of our services. We reserve the right to apply such checks and procedures (including in particular confirmation of identity and address/place of business and verification of capacity to give instructions in the case of limited companies) in respect of all matters and transactions in which we are instructed and at any time. In addition, we reserve the right to refresh and update any such checks and procedures. We may use electronic databases to assist us to verify information you have given us in relation to our AML/CTF requirements.
- 7.2 Any failure to provide such information as we request in order to enable us to carry out such checks and procedures enables us to terminate our client relationship with you and we accept no responsibility or liability arising directly or indirectly as a result of our need to do this. Any information or documentation provided to us in order to enable us to operate such checks and procedures may be subject to disclosure and production pursuant to orders having legal effect in Guernsey. In certain circumstances, we are required to disclose information and documentation in respect of AML/CTF checks and procedures that we have undertaken in respect of our clients to third parties including the relevant authorities. By instructing us in any matter or transaction and providing such information and documentation as we require, you will be taken to have consented to our onward disclosure of such information and documentation to third parties where appropriate.

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- 7.3 In the event that we give disclosure to the relevant authorities, we shall be under no obligation to advise you that disclosure has been made.
- 7.4 You will notify us promptly if you become aware that your matter or transaction on which we are advising involves or may involve a breach of laws or regulations on anti-money laundering, countering terrorist financing, anti-bribery and corruption, sanctions and tax evasion and other laws and regulations relating to financial crime.
- 7.6 We cannot and do not allow our client account facilities to be used other than for handling payments in relation to a matter or transaction that we are dealing with on your behalf.

8. Queries and Complaints

- 8.1 If you wish to query an invoice or have a complaint, please let us know as soon as possible. You should first raise your issue with the fee earner who has day-to-day conduct of the matter of transaction or, if different, the Supervising Partner on your matter or transaction.

9. Commissions

- 9.1 In the event that commission is received by us from a financial institution or other entity, details of the commission and of the amount of such commission, or how it is calculated, will be provided to you. If we are to retain this commission, we will seek your consent, but make it clear that you will be able to withhold that consent.

10. Termination

- 10.1 Once instructed on a matter or transaction, we will continue to act for you in that matter or transaction until its conclusion unless:
- (i) you give us written notice of the termination of your instructions;
 - (ii) fees which have been invoiced are overdue for payment;
 - (iii) it is not appropriate or in your best interests for us to continue to represent you (for example, where a conflict of interest has arisen).
- 10.2 If we cease to act for you in any of the above circumstances, we will inform you and you will be responsible for payment of all fees and disbursements up to the date of termination and any fees or disbursements reasonably incurred in connection with the transfer of the matter or transaction to another lawyer of your choice. We reserve the right to retain your papers and documents which relate to the transaction or matter until all fees and disbursements have been paid.
- 10.3 We also have the right to refuse or cease acting for you if you do not provide satisfactory evidence of your identity, or the identity of any other relevant person or entity, or any other details under Clause 7 above, or if we are otherwise required, or deem it appropriate, in our absolute discretion, to refuse or cease acting for you by virtue of compliance with our obligations referred to in Clause 7 above.

10.4 If our engagement is terminated, you agree that we may take on other roles in relation to the matter or transaction in accordance with applicable rules and subject to protecting your confidential information.

11. Limitations on Liability

11.1 Nothing in these Terms shall exclude, restrict or prevent action in respect of any liability arising from:

- (i) fraud;
- (ii) dishonesty;
- (iii) reckless disregard of professional obligations;
- (iv) death or personal injury caused by negligence; or
- (v) other liabilities which cannot be lawfully limited or excluded.

11.2 The Guernsey Bar Council Rules 2010 presently require that firms of Advocates have minimum professional liability insurance cover of £2 million (Minimum Cover Amount). The Minimum Cover Amount may be varied by the Guernsey Bar. However, nothing in these Terms shall operate to exclude our liability below the Minimum Cover Amount.

11.3 In the event that the amount set out in Clause 11.4 below falls below the Minimum Cover Amount, the Minimum Cover Amount shall apply instead of the figure referred to in that Clause.

11.4 Subject at all times to Clauses 11.1 and 11.2 and unless otherwise specifically agreed in writing by a Partner of Babbé to the contrary in relation to any particular matter or transaction with regard to any liability which we would otherwise have to you, or any third party, in respect of all loss or damage claimed, or any costs incurred, on whatever basis claimed (whether in contract or tort), we:

- (i) exclude any liability of whatever nature arising as a direct or indirect consequence of our compliance in good faith with any statutory, professional or other regulatory obligations; and
- (ii) limit our liability, in total to the maximum aggregate sum of £10,000,000 (TEN MILLION POUNDS) (including interest and costs) arising out of:
 - A. the same matter or transaction;
 - B. the same act or omission;
 - C. a series of related acts or omissions;
 - D. the same act or omission in a series of related matters or transactions;
 - E. similar acts or omissions in a series of related matters or transactions.

11.5 If we are jointly or severally liable to you with any other party, whether or not in fact you claim against another party, subject at all times to Clauses 11.1 and 11.2 above:

- (i) we shall only be liable to pay the proportion which is found to be fairly and reasonably due to our fault;

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- (ii) we shall not be liable to pay you the proportion which is due to the fault of another party or for which another party would otherwise be liable.
- 11.6 Subject to Clauses 11.1 and 11.2 above, any sums due from us shall be reduced by the proportion for which another party would have been found liable if either:
- (i) you would also have brought proceedings or made a claim against them, or
 - (ii) we had brought proceedings and made a claim against them.
- 11.7 Without prejudice to reliance on Clause 11.4 above and subject to Clauses 11.1 and 11.2 above, any such exclusions of, or limits on, liability contained in these Terms are intended to benefit any Partners, employees or consultants against whom you may seek to claim, on any ground whatsoever.
- 11.8 Notwithstanding Clause 11.4, in the event that you seek to enforce a claim against Babbé or its Partners, employees or consultants, you agree that such claim may only be enforced against those assets or property which are partnership assets or property of Babbé.
- 11.9 If any part of these Terms which seeks to limit or exclude liability is found by a court to be void or ineffective on the grounds that it is unreasonable or does not accord with any professional obligation, or otherwise, the remaining provisions of these Terms shall continue to be effective.

12. Communication

- 12.1 We will communicate with you by the most appropriate means. This will be by email, letter, telephone or fax. In relation to email, we do not encrypt messages unless by prior agreement and cannot guarantee the security and confidentiality of any transmission in any event and accept no responsibility or liability in respect of the same. Whilst every reasonable step is taken to check all correspondence with anti-virus software, we cannot guarantee that email transmissions will be free from viruses. If you do not wish us to communicate with you by any particular method you must instruct us accordingly.
- 12.2 Where you choose to communicate with us through insecure means (for example, instant messaging applications, collaboration solutions or other forms of social media), you accept the risk of a breach of confidentiality that could arise from doing so. We reserve the right to record telephone calls.

13. Ownership and Retention of Work Product

- 13.1 Subject to Clauses 13.2 and 13.3 below, you have a right of possession in respect of any final form advice, document or other item in writing (whether paper copy or in electronic form) that we generate for you during, and as the object and purpose of, our work on a matter or transaction (the **Client File**). However, we retain the copyright and all other relevant intellectual property rights in all of our work product, including the Client File. Notwithstanding this, you will have a licence to use and make copies of the documents we prepare and provide to you for the purposes of the matter or transaction, but not for other purposes unless otherwise agreed.

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- 13.2. On termination of our engagement on each matter or transaction: (i) any original signed documents will usually be sent to you for safekeeping and we will have no further responsibility in relation to such documents; and (ii) you are entitled to request any other documents or material from your original Client File that we still have in our possession. We may keep copies of any materials provided to you for our records. A reasonable charge may be made for the time, costs and disbursements related to the identification, retrieval and production of such materials to you or to a third party either on your behalf or in response to a formal request or summons. You agree that in accordance with our policy on the destruction of documents we may destroy our paper and, where practicable, electronic files (other than any materials which you have asked us to return to you or to someone else) six years or more after sending you our final bill on the matter or transaction, without further reference to you, unless applicable law in any jurisdiction requires that we keep documents or electronic files for a longer time.
- 13.3 You agree that our internal communications, attendance and file notes, drafts of documents, working papers, internal memoranda, legal and factual research and any other similar internal materials that we create in connection with the matter or transaction, together with copies that we retain of any work product that we send to you, are and will remain our property and will not form part of the Client File for the purposes of Clauses 13.2 and 13.3 above.

14. Preservation of documents

- 14.1 As a party to a court action you may be under a continuing duty to the other parties to disclose at the appropriate stage in the proceedings all relevant “documents” (including any “copy” thereof). In this context “document” means anything in which information of any description is recorded, and “copy”, in relation to a document, means anything onto which information recorded in the document has been copied by whatever means and whether directly or indirectly
- 14.2 Subject to any orders of the relevant court, a party is usually required to give to the other parties “standard disclosure” which requires the disclosure of (a) the documents on which that party relies, and (b) the documents which (i) adversely affect its own case, (ii) adversely affect another party’s case, (iii) support another party’s case. Your duty to disclose documents is limited to documents that are or have been in your “control”. In this context, a party has or has had a document in its control if (i) it is or was in its physical possession, (ii) it has or has had a right to possession of it, or (iii) it has or has had a right to inspect or take copies of it.
- 14.2 We will advise you about your duties in this context specifically when appropriate. However, from the outset you must retain in a safe place all documents that could conceivably fall to be disclosed within “standard disclosure”, as we will need to review them in due course. If documents “go missing”, even inadvertently, the success of your matter may be severely prejudiced.

15. Data Protection and Marketing

- 15.1 We are registered as a data controller of personal data in relation to our clients and contacts under the Data Protection (Bailiwick of Guernsey) Law 2017. Please refer to our Privacy Notice, the latest version of which can be found at babbelegal.com, for details concerning what personal data we collect, how and why we collect it and what rights you have in relation to it.
- 15.2 Before providing us with the personal data of third parties, you will obtain their consent (unless you otherwise have a lawful reason to provide it to us), and inform them of their rights in our Privacy Notice to the extent required by law.

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- 15.3 Where we have consent or are otherwise permitted to do so by law, we may contact a data subject (including by email) with marketing communications, which we believe may be of interest. We hold contact details on a centralised internal database. Any data subject who does not wish to receive marketing information can at any time request that such communications cease by clicking “Unsubscribe” or unsubscribe via the links provided at the bottom of each email.
- 15.4 To the extent permitted by applicable law and rules, you agree that we may monitor electronic communications for the purposes of ensuring compliance with our legal and regulatory obligations and internal policies.
- 15.5 You agree that we may disclose that we are acting for you in marketing and other materials and, if in the public domain, details which identify the matter or transaction. If the matter or transaction is not in the public domain, we may only disclose information for marketing purposes in generic form (and without reference to you), unless otherwise agreed.

16. Confidentiality

- 16.1 We will respect the confidential nature of your affairs and will not disclose any confidential information about your affairs to anyone without your prior consent except: (i) where we are required to do so by any applicable law, rules, regulatory or representative body or court order having taken, where practicable and at your expense, any action which you reasonably request to contest the disclosure after informing you of the requirement where we are permitted to; (ii) to anyone (including your other advisers, professional or otherwise) where we consider that it is appropriate for that person to know such confidential information, taking into account your interests, in order to assist in the conduct of the matter or transaction; (iii) to our professional indemnity insurers and brokers and their lawyers; and (iv) to selected third parties such as word processing, translation, waste disposal agencies, IT service providers (including cloud computing services) and other suppliers who assist us with legal, finance, administrative, IT and other roles, and who will or may have access to confidential information as part of their function. We will ensure by means of appropriate confidentiality agreements, organisational measures and, where applicable, technological restrictions, that confidential information will be protected.
- 16.2 We owe the same duty of confidentiality to all of our clients. Therefore, we will not disclose to you any information given to us in confidence in relation to any other client’s matter even if it is material to yours, without that client’s prior consent. You agree that we do not owe a duty of disclosure to you in relation to such information.
- 16.3 From time to time, we may act for other clients whose interests may differ from yours (**Other Clients**). We may come to hold confidential information of yours which would be material to such Other Clients’ matters. You agree that our duty of confidentiality to you will be satisfied by putting in place appropriate safeguards, in accordance with applicable rules, to protect your confidential information. Where such measures are in place, you agree that you will not seek to prevent us from acting for Other Clients by reason of our holding your confidential information. We may also from time to time hold confidential information for Other Clients, which may be material to the matter or transaction. You agree that we may act for you in such a situation, subject to applicable rules, and with appropriate safeguards in place to protect that confidential information.



16.4 We assume that information you give or otherwise disclose to us which is subject to confidentiality obligations owed by you to a third party has not been given and/or disclosed to us in breach of those obligations.

16.5 If you contact us about a potential matter or transaction, but decide not to instruct us, you agree that we may act for another client whose interests may differ from yours in the matter or transaction, subject to protecting your confidential information in accordance with our usual practice and applicable rules.

17. Variation and Publication of these Terms

17.1 We reserve the right to vary these Terms from time to time including during the course of acting for you in any particular matter or transaction. Where we do vary these Terms in the course of acting for you, we shall use reasonable efforts to draw to your attention any such variations.

17.2 A copy of these Terms and any variations thereto from time to time in force will be sent to you in hard copy form upon request at the outset of any matter or transaction. However, these Terms and any future variations thereto are published on our website at babbelegal.com. If we have given you written notice of the existence of the Terms on our website and you have not requested a hard copy to be sent to you, then, by the publication of these Terms and any variation thereto on our website, you shall be deemed to have agreed these Terms.

18. Working for other Clients

18.1 We reserve the right to provide legal services to any other clients at our discretion. Our acceptance of instructions from you in any matter or transaction should not be treated as meaning that we will not act for other clients in the same matter nor against you in other matters or transactions. We shall, however, ensure that where in the course of acting for you we become aware of or hold confidential information, this will be adequately safeguarded and will not at any time be used against your interest. In any matter or transaction where we consider there may be any conflict of interest and are acting for two parties in the same matter or transaction, we shall obtain the consent of both parties to us acting for both of them.

19. General

19.1 Unless we agree in writing to the contrary, any advice provided and work carried out by us in relation to any matter or transaction is intended to be relied on only by you and by no other person.

19.2 You agree not to make our work, including any advice given to you, available to third parties without our written permission and we accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

19.3 Unless specifically otherwise agreed by us in writing on each occasion, we will only advise on Guernsey jurisdiction, law and procedure. If the matter involves issues of non-Guernsey jurisdiction, law or procedure, subject to your agreement, we shall engage lawyers qualified in the relevant jurisdiction to provide specific advice on those aspects.

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- 19.4 Any matter or transaction upon which we act for you may give rise to tax and/or accountancy implications. We do not provide any tax or accountancy advice nor undertake to advise you on any such tax or accountancy implications.
- 19.5 Any advice provided by us will be based and dependent upon the instructions, information and documentation supplied by you and those you have specified will instruct us on your behalf. We will not be responsible for any consequences that may arise from a delay or failure by you or them to give us the instructions, information and documentation. We rely upon the accuracy of information provided to us by you, or by others on your behalf. Unless otherwise agreed in writing, we will not seek to verify or check that information and you acknowledge that we are entitled to rely on that information when carrying out your instructions.
- 19.6 We do not advise on the merits of any transaction that you may be entering into. You are responsible for any commercial decisions that you make.
- 19.7 If you request us to provide advice or other legal services in an abbreviated manner or timescale, you acknowledge that you may not receive all the information that you would have done had we provided a fuller report or had more time in which to carry out the work.
- 19.8 These Terms shall be governed by and interpreted in accordance with Guernsey law and any claim arising out of any matter or transaction we act on or advise you shall be subject to the exclusive jurisdiction of the Royal Court of Guernsey (save in relation to the enforcement of any judgment obtained by us against you). Each party irrevocably waives any right it may have to object to an action being brought in that Court, to claim that an action has been brought in an inconvenient forum or to claim that the Court does not have jurisdiction.
- 19.9 Following completion of any matter or transaction, or termination of any instruction, we are not under any obligation to inform you of any date by which you are required to do or refrain from doing an act to protect an interest or legal right.
- 19.10 We shall have no responsibility to you for any losses, liabilities, damages, costs, expenses or claims (**Losses**) to the extent those Losses arise out of or in connection with a delay in performing, or a failure to perform, our obligations under these Terms as a result of events, circumstances or causes beyond our reasonable control.

Updated May 2021