



Ogier (Ireland) LLP

Terms and Conditions of Business - Legal Services

1 Introduction

- 1.1 Ogier is a multi-jurisdictional legal and fiduciary services provider. It is not a legal entity but includes collectively Ogier Legal Limited Partnership, Ogier Global Holding Company Limited, separate legal or limited liability partnerships (each using the name 'Ogier') and any of their subsidiaries, associates and undertakings (including any successor to any of them) wherever each and any of them may be situate. A full list of jurisdictions in which Ogier operates and the main trading entities included within Ogier is available at www.ogier.com.
- 1.2 References in these Terms and Conditions and any accompanying engagement email or letter to **we, our, us** and **the firm** means Ogier (Ireland) LLP, a partnership of solicitors operating from its office at Percy Exchange, 8-34 Percy Place, Dublin 4, Ireland DO4 P5K3 which is authorised to operate as a limited liability under section 125 of the Legal Services Regulation Act 2015. Whilst it is part of Ogier, this limited liability partnership alone is fully and exclusively responsible for providing legal services to you under this engagement.
- 1.3 The word "partner" means an employee, consultant, member, partner or limited partner of the relevant Ogier partnership or affiliate assuming the title of partner.
- 1.4 References in these Terms and Conditions and any accompanying engagement email or letter to **you** or **your**, means the Client named as set out in the engagement email or letter or if no engagement letter or email is issued, the person or persons to whom we have expressly agreed to provide legal services. Unless we expressly agree otherwise this does not include any third parties who may instruct us on your behalf such as legal representatives or other advisers, directors, shareholders or employees. Any advice that we provide is for your benefit alone and solely for the purpose of this engagement. Unless we expressly agree otherwise, the advice is not to be used or relied upon by third parties (including your associates, shareholders, owners, directors, employees, beneficiaries or any other interested parties). We accept no responsibility for any consequences arising from reliance upon our advice by you other than in the context of this engagement, or in any circumstances by any other person.
- 1.5 The words execution, signed, signature and words of a like import in connection with this engagement shall be deemed to include

electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of paper based systems, as the case may be, to the extent and as provided by relevant law and regulation.

- 1.6 We may vary these Terms and Conditions from time to time, including during the course of the provision of legal services, without your prior consent. These Terms and Conditions and any future variations will be published on www.ogier.com by way of public notice to all current and prospective clients. On the basis of such publication you shall be deemed to have agreed to these Terms and Conditions and all such variations.

2 Your Designated Representative

In our provision of legal services you authorise us to deal with any designated representative notified to us in writing (including by email) or by telephone from time to time. That notification may come from you or other professional advisers or agents or other third parties providing services for you in relation to this engagement.

3 Due Diligence

- 3.1 We are required to complete due diligence checks on all Clients. These checks will include gathering information and documents to identify and verify each Client and, if applicable, related parties such as controllers and anyone on whose behalf you are acting. You and any person acting on your behalf are required to keep Ogier fully and promptly informed of any material changes in such information including the ownership or control of the Client. We may conduct electronic identity verification searches.
- 3.2 Either the lawyer or fee earner responsible for your engagement or a member of the take on team will contact you or your designated representative to agree what information and documents are required to satisfy our due diligence checks.
- 3.3 We may immediately stop acting for you if any information or documents (in a form acceptable to us) we require for our due diligence checks is not produced. If we exercise this right it will be without any liability on our part and without prejudice to our ability to claim our fees, disbursements and charges incurred prior to that termination.

- 3.4 We are not permitted to provide final advice to enable a transaction to complete until our due diligence checks have been finalised. Any advice that we give to you prior to the completion of the due diligence checks will be taken to be preliminary advice on which you cannot place any reliance and for which we accept no liability.

4 Appointment of Professionals

- 4.1 Where you instruct us to assist with the selection and engagement of counsel, experts, agents, lawyers or other professionals those third parties will be engaged by us as your agent and you will be responsible for their charges (whether settled directly or added as a disbursement on our invoice). We shall not be responsible for any act or omission of such persons or, subject to clause 9, for the selection of those third parties nor for any loss or damage caused by inaccurate, incomplete or late instructions.
- 4.2 Where necessary in the course of acting for you we may request that a member of Ogier trading under the name of Ogier Global provides fiduciary services to you and their terms and conditions available here will apply to those services. Unless agreed otherwise the fees of Ogier Global will be added as a disbursement on our invoice to you.

5 Fees, Disbursements and Expenses

- 5.1 Unless otherwise agreed, the time spent by our lawyers and other fee earners will be the starting point for the assessment of our fees. However we are entitled to take into account, when assessing rates and fees generally, other factors including the importance, urgency, novelty and complexity of the matter, the values involved, the number and length of any documents involved, any special skills required and the firm's experience, expertise and precedents. We are always willing to discuss with you a fair and reasonable method to determine our fees (including fixed fees) in any specific case. You may request an update on fees at any time during the course of our engagement.
- 5.2 Our billing rates vary according to the experience, qualifications and role of the individuals involved and are reviewed from time to time and may be adjusted as we consider necessary without notice. The rates applied will be those in force at the time the work is undertaken and are available on request.
- 5.3 You authorise us to incur and charge for disbursements such as those relating to registry fees, court fees, courier services, government fees, travel expenses and other third party charges. In addition, a sundry expenses charge of up to 5% of fees may be included in each invoice to cover general expenses which it is not practical to charge on a provision basis such as

those relating to telephone calls, printing and regulatory compliance which are not included within standard or fixed fees billed.

- 5.4 Although we may give estimates of fees, disbursements and charges, the amounts ultimately invoiced may vary from those estimates. We will endeavour to inform you as soon as possible if it appears that any estimate is likely to be exceeded or if there are significant changes to the variables on which the estimate was based. Failure to do so will not affect our ability to charge and your liability to pay the full amount of fees incurred.
- 5.5 If another member of Ogier records time in a currency which is different to the billing currency the fees of that other Ogier member will be converted to the billing currency using the relevant Oanda rate as we may use from time to time. If a disbursement for which we request monies on account is denominated in a currency which is different to the billing currency, the disbursements will be converted to the billing currency using the relevant Oanda rate as we may use from time to time. Should there be any currency fluctuations in the period between the calculation being made and the disbursement being settled we reserve the right to charge for the additional cost.
- 5.6 Where more than one member of Ogier is instructed to act on the same or similar matters, any member of Ogier can bill on behalf of the other members instructed.
- 5.7 In the event that we are requested and authorised by you to provide copies of due diligence records to third parties outside of Ogier, we may charge a fee depending on the extent of the due diligence required.
- 5.8 Where we are providing legal services to you in your capacity as trustee of a trust or administrator of any other legal or non-legal body and we receive a data protection subject access request from a person related to that trust or body we reserve the right to charge you, to the extent permissible, for any costs incurred in complying with that request.
- 5.9 Unless expressly quoted as including value added tax, all prices quoted are exclusive of value added tax, goods and services tax or other similar taxes or duties. We will add to your invoice any such tax that may be chargeable in respect of all or any part of the services which we provide as part of our engagement or any disbursements or charges in relation to those services.
- 5.10 If you are required to withhold or make any deductions in respect of any tax or similar levy, you will pay to us such additional amount to ensure that we receive the same total amount of the invoices.

- 5.11 Overtime charges may apply in respect of administrative services in circumstances where you have requested work on an expedited basis that requires overtime outside of normal office hours.

6 Payments on Account and Client Account Funds

- 6.1 We reserve the right to request a payment at any time on account of fees, disbursements and/or charges. Where significant or unusual third party payments are required we may forward any related invoices to you for direct payment.
- 6.2 We reserve the right to refuse to incur significant expenses or charges or engage with third parties on your behalf unless we are in receipt of monies on account. We further reserve the right to require you to engage directly with a third party.
- 6.3 All clients' money accepted by the firm will be held in an account separate from the firm's money. It will be held on trust or on account for the client as applicable. We pay interest on clients' money in certain circumstances. Please ask if you would like further details of this.
- 6.4 Any monies retained in our client account (irrespective of the reason for which they are held) shall be placed on account with a bank in accordance with any relevant professional rules. In the event of such a bank being unable to meet its obligations to its creditors for any reason (including but not limited to any form of insolvency), we shall not be liable to any person for any costs, claims or expenses or any losses (whether consequential or otherwise), damages or liabilities howsoever arising and your liability for payment of our fees, disbursements and charges shall remain unaffected.
- 6.5 Paragraph 6.4 shall not apply in respect of undertakings we provide to any of our clients or to third parties as part of the legal services which we provide (unless otherwise expressly stated in the terms of the undertaking).
- 6.6 Where we are holding money for you on account or otherwise and we have suspicions of money laundering or any illegal activity we reserve the right to refuse to transfer out such money without the prior sanction of any relevant authorities. We may not be able to notify you of the reasons for such refusal.
- 6.7 We will return any residual client funds as soon as there is no longer any proper reason to retain those funds. We will make reasonable attempts to trace you (or, where different, the owner of the funds) by reference to the amount of money remaining and the costs associated with tracing you or the owner. Where you or the owner cannot be traced or instructions cannot be obtained or fulfilled for whatever reason and subject to local professional rules, we will

donate the funds to charity or as otherwise agreed with the local law firm regulator.

7 Payment

- 7.1 Invoices are usually issued monthly in arrears and generally include all fees, disbursements and charges incurred and notified to us up to the date of the invoice. Interim invoices may be issued. Payment is due immediately and you may be contacted by our credit control team in relation to any unpaid invoices which are older than 15 days.

- 7.2 Where we are holding money for you, on account or otherwise, we may use this money towards payment or part-payment of any of our outstanding invoices. Unless otherwise agreed (for example in the engagement email or letter, or fee estimate) or as otherwise provided by relevant law or regulation we will inform you when this is being done. Should you inform us in writing within 7 days of the date of the invoice of a bona fide dispute in relation to our fees, disbursements or charges, we will place such funds on a suspense account pending resolution of any such dispute.

- 7.3 If payment is not made within 30 days, we may charge interest at a monthly rate of 2%.

- 7.4 Without prejudice to our right to claim interest, if payment is not made when due in relation to any invoice or request for monies on account, we may stop acting for you or refuse to release a work product and retain documents and papers belonging to you, together with our own records, pending payment in full. You agree that this may act as a waiver (to the extent permissible) of any local conduct rules on a lawyer's ability to cease work.

- 7.5 Where we are instructed by more than one client, responsibility for our fees will be joint and several unless agreed otherwise with us.

- 7.6 You remain personally responsible for payment of our fees where it is intended that our fees will be met from any source other than your own funds. You are liable when payment is due, whether or not monies are available from any such other intended source and whether or not the invoice is sent to a third party. Without limitation this includes where instructions are given on your behalf, or where you act as trustee or as liquidator, receiver or administrator of a company or other body and our fees, disbursements and charges are intended to be met out of the other party's assets, or trust or company assets, as the case may be.

8 Confidentiality, Intellectual Property and Data Protection

- 8.1 References in these Terms and Conditions to **Client Information** means all the details we hold about you and the matters upon which we are instructed by you, whether those details are supplied by you or come from third parties.

- 8.2 Subject to clauses 8.5 and 8.6, we shall not at any time disclose to any person, and shall treat as confidential, any Client Information.
- 8.3 Where such Client Information consists of personal data about you and/or your officers, employees, shareholders, beneficial owners, associates, agents and, where applicable, family members you acknowledge that we may process such personal data in accordance with applicable data protection legislation and our privacy policy which is available [here](#) or on request. Ogier and you will each comply with the applicable data protection legislation.
- 8.4 Any information related to the business, finances, partner, employee or consultant, of any member of Ogier which is identified as or can reasonably be considered as confidential (**Ogier Confidential Information**) shall be treated as confidential. Subject to clause 8.5, you shall not at any time disclose to any person (other than your directors, officers, employees, consultants and agents on a need to know basis and provided they are subject to similar standards of confidentiality) Ogier Confidential Information.
- 8.5 Neither party shall disclose to any third parties any confidential Client Information or Ogier Confidential Information, as the case may be, unless:
- (a) such disclosure is permitted by these Terms and Conditions;
 - (b) the other party has otherwise consented to such disclosure;
 - (c) such information is already in the public domain (other than as a result of unauthorised or improper conduct of the recipient);
 - (d) the other party is required by any law, regulation, rule, code or order of any court, tribunal or judicial equivalent or pursuant to any direction, request or requirement (whether or not having the force of law) of any governmental, regulatory or supervisory body; or
 - (e) disclosure is authorised pursuant to clause 2.1.
- 8.6 We may disclose confidential Client Information for legitimate business purposes to any of the following, which may be in another country:
- (a) other members of Ogier;
 - (b) professional third parties instructed by us or you in connection with the engagement; and
 - (c) service providers or agents who are subject to duties of confidentiality such as auditors, credit reference agencies, insurers, debt collectors and providers of computing facilities.
- 8.7 The legitimate business purposes for which we may use and disclose confidential Client Information include but are not limited to:
- (a) the provision and continuous improvement of our services;
 - (b) general client and matter management, undertaking internal conflict of interest checks, anti-money laundering and financing of terrorism checks, analysing Ogier's performance and generating internal financial and marketing reports;
 - (c) assessing legal and financial risks and collecting debts;
 - (d) ensuring that our client care is of the highest quality; and
 - (e) marketing Ogier's services to you in the future, which may involve contacting you or, where applicable, individuals within your organisation using the contact details that you have provided to us.
- 8.8 From time to time we may wish to refer to you as a client of Ogier in publications or other marketing material. We may also wish to refer to matters on which we have acted for you where we reasonably consider that such matters are in the public domain or are otherwise not of a confidential nature. Unless you advise us otherwise in writing (either generally or in relation to any particular matter), we will take it that you consent to this.
- 8.9 If we have suspicions of money laundering based on information obtained by us professionally, it may be necessary or appropriate for us to report those suspicions to the relevant authorities. Such a report does not breach any duty of confidentiality, and we shall not be liable for any losses suffered by you or a third party as a result of a delay in providing our services or our refusal to provide information regarding such delay.
- 8.10 Where any transfer of Client Information as described in these Terms and Conditions is to any person in another country, such transfer is on the basis that anyone to whom we pass it provides an adequate level of protection. However:
- (a) that other country may not provide the same level or type of statutory (other legal) protection as your country; and
 - (b) in some circumstances, your Client Information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.
- 8.11 You must ensure that any Client Information provided to us has been provided legitimately and with the relevant person's consent or acceptance where necessary and where the Client Information consists of personal data that you have complied with all applicable data protection legislation for providing such data to us.

- 8.12 We are the primary data controller in relation to this engagement.
- 8.13 You acknowledge that Ogier holds all Intellectual Property Rights in our, or any other member of Ogier's, as relevant, working papers, correspondence, files and records (other than statutory corporate records) and all information and data held by us or another member of Ogier relating to carrying out our services and our duties and, except to the extent required by law and regulation, you shall not have any right of access thereto or control thereover.
- 8.14 All Intellectual Property Rights in original materials that we generate for our clients vest on creation in us. You are entitled to use those materials for the purposes for which they were obtained and for all reasonably associated purposes. Subject to the provisions of applicable professional rules, you are not entitled to receive or review our internal correspondence relating to your matters irrespective of whether our fees on those matters included the production of that correspondence.
- 8.15 In connection with the receipt of our Services you may provide us with Client Content in which you own or have a licence to use the Intellectual Property Rights. Subject to clauses 8.2 and 8.5, you acknowledge and agree that we may use the Client Content for the purpose of providing or in connection with our provision of the services and you grant us a licence/ sub-licence, as appropriate, for these purposes.
- 8.16 Subject to clauses 8.2 and 8.5, you acknowledge and agree that we may use Generative AI in connection with the provision and continuous improvement of our services and that all Intellectual Property Rights in the outputs of Generative AI used for such purposes vest in Ogier to the extent permitted by law.
- 8.17 Nothing in this clause 8 grants or purports to grant Intellectual Property Rights in the Client Content to us or any other member of Ogier. We will not hold ourselves out as having Intellectual Property Rights in the Client Content.
- 8.18 For the purposes of this clause 8:
- (a) **Client Content** means any document, information and data provided to us by you or on your behalf, and which may include Client Information;
 - (b) **Generative AI (GenAI)** means a type of artificial intelligence that can create new content, such as text or images, by learning patterns from existing data. It uses algorithms and techniques such as deep learning and machine learning to generate data that is similar to or a variant of the input data; and
 - (c) **Intellectual Property Rights** means patents, rights to and in inventions, trade-marks, trade names, domain

names, service marks, service names, copyright and related rights, source code, topography rights, rights to extract information from databases, database rights, rights in designs, design rights, rights in get-up and look and feel, goodwill and the right to sue for passing off or unfair competition, moral rights, confidential information including know how and trade secrets, and rights of confidence, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world, whether or not any of them are registered and including applications for registration of any of them.

9 Limitation of Liability

- 9.1 Our aggregate liability in contract and in tort (including negligence) or under statute or otherwise, for any loss, liability or damage suffered by you or any other person that may arise from or in connection with our services (**Loss**) shall be limited to £5,000,000. This is agreed as a reasonable limitation on our liability. In the event we are acting for multiple clients or there is more than one person who is found to have suffered Loss the maximum contractual aggregate liability will apply to be shared amongst all of those persons.
- 9.2 We shall not be liable for any Loss which is considered to be indirect or consequential loss (including loss of business opportunity, loss of profit or loss of anticipated saving or benefit).
- 9.3 We shall not be liable for any Loss directly caused by, directly resulting from or directly arising out of:
- (a) a Cyber Act;
 - (b) any partial or total unavailability or failure of any Computer System;
 - (c) the receipt or transmission of malware, malicious code or similar by us or any person acting on our behalf; or
 - (d) the failure or interruption of service provided to us or any other party acting on our behalf by an internet service provider, telecommunications provider or cloud provider or by any utility provider (where such failure or interruption impacts a Computer System owned or controlled by us or any other party acting on our behalf).

For the purposes of this clause:

Cyber Act shall mean an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax hereof, involving access to, processing of, use of or operation of any Computer System; and

Computer System shall mean any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or controlled by us or any other party acting on our behalf.

- 9.4 If you, or a party whom you represent or who otherwise may claim through you, suffer or incur any Loss you and any such party may only have recourse to the assets of the relevant Ogier partnership you have engaged in respect of that loss or damage. For the purpose of this clause the assets of that partnership include all rights or claims (including any indemnity) of the partnership or the partners or any other employee or consultant pursuant to any professional indemnity or similar insurance held or maintained by Ogier.
- 9.5 Apart from the relevant partnership's assets, you and any such other party will have no recourse to the personal assets of any partner, employee or consultant, their respective personal representatives or any related person. You agree not to bring a claim against any of our employees or consultants personally (or in the case of Ogier (Ireland) LLP, its partners or members). This paragraph shall not exclude or limit the liability of the relevant partnership for the acts or omissions of its employees performed under its supervision or within the scope of the employee's contract of employment.
- 9.6 If you have agreed to limit the liability of a co-adviser or you are unable to recover from that co-adviser for any reason, you also agree that our liability of whatsoever nature and howsoever arising is limited in the following way: our liability excludes any amount which we would have been entitled to recover from that co-adviser in contribution proceedings had you not agreed to the limitation with that co-adviser or had you not been unable to recover from that co-adviser.
- 9.7 Any claim whether in contract or tort (including negligence) or under statute must be made within three years of the date on which the relevant work was performed or if the engagement was terminated, within three years of the date of termination.
- 9.8 For the purposes of clause 9.7:
- (a) the date shall be the date when the earliest cause of action (in contract or tort or under statute or otherwise) shall be deemed to have accrued in respect of the relevant claim; and
 - (b) a claim shall be "made" when court or other dispute resolution proceedings are served on us.

- 9.9 Nothing in these terms shall limit or exclude any liability that cannot lawfully be excluded including liability for fraud or fraudulent misrepresentation.

10 Termination

- 10.1 You may terminate our engagement at any time by notice in writing to the partner responsible for the matter.
- 10.2 In addition to the grounds for termination under paragraphs 3.3 and 7.4, we may also stop acting for you in any of the following circumstances: (i) we believe that your actions may potentially breach any laws, regulations, rules or codes; (ii) we consider there has been a breakdown in confidence and trust between us; or (iii) in any other circumstances where, in our opinion, it is not appropriate or possible for us to continue acting.
- 10.3 If for any reason we cease to act for you before the conclusion of the matter, you will be responsible for our fees, disbursements and charges incurred up to the date of termination and for any fees, disbursements and charges associated with the transfer of your files to another adviser of your choice.

11 Conflicts of Interest

- 11.1 As a matter of policy we will not accept a general retainer to act for you. We reserve the right to decline any matter for any reason, or to decline to continue to act further on the grounds of conflict of interest (as to which our determination shall be final).
- 11.2 It is a condition of our engagement that we may represent, now and in the future, existing or new clients in any matters or disputes even those potentially or actually adverse to you or any of your affiliates. This only applies where those matters or disputes are not substantially related to our work for you and where we do not have material confidential information relevant to the matter or dispute. You acknowledge that such circumstances do not constitute a conflict of interest.
- 11.3 A conflict of interest does not necessarily arise where we act for more than one party in the same transaction or matter, although in order to so act we may need to seek the consent of you and the other party. If you consent to us acting for more than one party in relation to the same subject matter you accept that we may come into possession of information relevant to your matter from another party which we are unable to share with you, and you accept that this will not, of itself, constitute a conflict of interest which would prevent us from acting for you or the other party.
- 11.4 A conflict of interest may arise where our duties to act in the best interests of two or more clients in relation to the same or related matters conflict or where our own interests conflict with those of our client. Subject to certain exceptions we are prohibited by professional rules governing the

conduct of lawyers from acting in any matter where there would be a conflict of interest or significant risk of a conflict of interest. In order to minimise the likelihood of a conflict arising, you must notify us as soon as possible as you become aware of a potential conflict, or situation that may give rise to a conflict.

- 11.5 Under no circumstances will we represent parties on opposite sides of the same litigation or other proceedings. In the unlikely event that we are already engaged by clients who then become adverse to one another, we will cease acting for one or both parties depending on the existence of any applicable contractual terms.

12 Parallel Retainers – M&A Transaction

- 12.1 Where the engagement relates to you and any other person (whether identified or not) competing for the same asset or objective you confirm your consent for us to advise any of the following: (a) other actual and potential competing bidders or their providers of finance; and (b) other providers of professional services engaged by them, whose interests may be adverse to yours in connection with such transaction. We will only consider advising another party as well as you if we have satisfied ourselves that (i) we are able to do so in accordance with applicable laws and regulations and (ii) sufficient resources are available to enable us properly to support more than one client team. Where you irrevocably withdraw from the transaction you specifically agree that subject to treating all information confidential individuals who have worked on your engagement may act for the client(s) remaining.
- 12.2 With a view to protecting your interests, we will put in place working arrangements intended to preserve the confidentiality of your information and that of our other clients during any matter on which parallel retainers exist. These include separate teams of partners and employees for different clients and information barrier procedures to prevent the flow of confidential information between client teams.
- 12.3 As a result of these working arrangements, we may become aware of confidential information relating to another client that may be material in the context of our work for you. You acknowledge that we will not disclose to you, or use for your benefit, confidential information relating to another client, nor will we be under any obligation to you to do so. We will of course apply the same principles, vice versa, in relation to the non-disclosure of your confidential information to other clients. Furthermore, we will not be able to become involved for you (or the other client(s)) in direct litigation or regulatory proceedings between you and the other client(s) in relation to a matter on which parallel retainers exist, although by accepting your instructions we confirm that we do not anticipate that this will be an issue.

13 General

- 13.1 We will retain documents relating to this engagement in accordance with our current record retention policy. All documentation (including original documentation) that we hold or are requested to hold for you in safekeeping will be held by us at your risk and we accept no responsibility or liability whatsoever or howsoever arising in relation to the storage or destruction or loss of any such documentation. We recommend that you retain a copy of all such documents for your own reference.
- 13.2 In order to communicate with you efficiently, we may communicate with you by e-mail or other methods of communicating via the internet. To the extent practicable any internet communications will be encrypted. In limited circumstances we may communicate with you by unencrypted email unless you expressly instruct otherwise. Internet communications, however, cannot be guaranteed to be secure or error-free as they may be intercepted, corrupted, lost, arrive late or contain viruses. We do not accept liability for any interceptions, errors or omissions in the context of a message sent by internet transmission.
- 13.3 We will exercise reasonable skill and care in the course of our dealings with you. A relationship of utmost good faith exists between us and you. You agree that you will provide us with all information and documentation that may reasonably be required for us to advise you in relation to our engagement. As such do not rely upon us having any documentation or information that you may have provided to us in relation to any prior engagement. You must ensure that such information and documentation is and remains true, accurate and complete in all material respects and is not misleading. We will not seek to independently verify the truth, accuracy or completeness of information and documentation you supply to us save where we specifically agree in writing to do so.
- 13.4 If our service falls short of your expectations in any way, please advise the partner responsible for the matter immediately. A copy of our complaints procedure is available on request.
- 13.5 Our advice is applicable to Irish law in force at the time we provide our services and we are not responsible for advising on changes in the law after we have delivered our advice. We are not responsible for compliance with any laws or regulations of any jurisdiction other than Ireland. We therefore rely on the strict understanding that you have obtained, or will obtain, proper professional advice on the laws of every relevant jurisdiction other than those on which Ogier (Ireland) LLP has expressly agreed to advise.

- 13.6 Neither party shall be entitled to assign or otherwise transfer the benefit or burden of the engagement to any other person without the prior written consent of the other party unless such assignment or transfer is by Ogier to a successor in title or another member of Ogier.
- 13.7 Notwithstanding the references to "advice" in these Terms and Conditions, you acknowledge and agree that Ogier are acting in an "information" capacity and are contributing a limited part of the material on which you will rely when making a decision. At no time is the advice given by us to be regarded or construed as evaluating or recommending a commercial decision or a given course of action. The determination and the consequences of any course of action are matters entirely to be determined by you. Without prejudice to clause 9 you agree that our liability is limited only to the extent of any financial consequences of the information being provided being wrong, even if the information was critical to the decision of whether to enter into the transaction.
- 13.8 We do not provide investment advice and unless otherwise agreed by us in writing we do not provide tax advice.
- 13.9 In the event that any provision of the engagement is held by a court or tribunal of competent jurisdiction to be invalid, void or otherwise unenforceable, the provisions of this engagement shall be severable and the remaining provisions shall remain enforceable.
- 13.10 We will not be liable for any failure or delay in providing any services as a result of circumstances beyond our reasonable control including, without limitation, pandemic, fire, flood, storm, earthquake, wars, cyber events and riots.
- 14 Governing Law and Jurisdiction**
- The terms of this engagement are governed by the laws of Ireland. Subject to clause 15 both parties submit to the non-exclusive jurisdiction of the courts of Ireland in respect of any dispute arising out of or in connection with the terms of this engagement.
- 15 Arbitration and Waiver of Legal Proceedings**
- 15.1 Any claim, dispute and controversy arising out of or in connection with our engagement (including, without limitation, any question regarding this engagement's existence, validity or termination or any claims of professional negligence) may, at Ogier (Ireland) LLP's sole option, be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. Judgment on the award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 15.2 The number of arbitrators shall be one.
- 15.3 The seat, or legal place, of arbitration shall be Ireland.
- 15.4 The language to be used in the arbitral proceedings shall be English.
- 15.5 If a court action has been initiated by you at the time that Ogier chooses to submit the matter to arbitration, then it is agreed that such court action is to be discontinued, unless the arbitrator finds that Ogier has waived such right by substantially participating in the court action without having raised its right under this clause.

September 2024