

W&A Law Terms of Business

W&A LAW LIMITED a company incorporated in England and Wales with registered number 09586652, of which the registered office is Suite 1, 85 Western Road, Romford, RM1 3LS ("W&A Law");

1 DEFINITIONS

- 1.1 Matter - the particular legal dispute or matter in respect of which W&A Law is Instructed to provide the Services;
- 1.2 Rules & Regulations - rules and regulations issued by the Solicitors Regulation Authority (SRA), as amended from time to time;
- 1.3 Instructions - the written briefs, instructions and requests for work (along with all accompanying materials) circulated by the Client to W&A Law; the terms "Instruct" and "Instructing" shall have corresponding meanings;
- 1.4 Invoice - includes a fee note not amounting to a VAT invoice;
- 1.5 Client - the Client of whatever nature for whose benefit or on behalf of whom W&A Law is instructed to provide the Services. For the purposes of these Terms & Conditions the term "Client" also includes any person authorised by the Client or any person who is reasonably believed by W&A Law to be acting lawfully on behalf of the Client with the Client's consent;
- 1.6 Services - the legal services provided by W&A Law in order to assist the Client on the Matter; if not expressly specified otherwise in writing for all purposes London, England is deemed to be the place of the Services;
- 1.7 Agreement - a written agreement between W&A Law and the Client in respect of the Services. Unless otherwise expressly agreed upon in writing, any Agreement is deemed to incorporate these Terms & Conditions.

2 APPLICATION AND PRIMACY OF THESE TERMS & CONDITIONS

- 2.1 W&A Law carries out the Services on the terms of these Terms & Conditions and subject to its professional obligations under the Rules & Regulations.
- 2.2 These Terms & Conditions may only be varied by the Parties by entering into an agreement in writing, including any variation agreed in the letter of engagement.
- 2.3 These Terms & Conditions apply in respect of the Services provided by W&A Law to the respective Client notwithstanding any other contractual obligations entered into by the Parties unless otherwise expressly provided.
- 2.4 By instructing W&A Law to provide Services in relation to the Matter, the Client accepts these Terms & Conditions in relation to the Services, as well as in relation to the Services already provided to the Client on the Matter, if any.

3 INSTRUCTIONS TO W&A LAW

- 3.1 The Client takes every step to ensure the Instructions delivered to W&A Law contain all the necessary information and documents required to provide the Services.
- 3.2 Without prejudice to the above W&A Law takes every step to request any additional information or documents it deems necessary for the Matter and the Client provides it without delay and in sufficient time for

W&A Law to provide the requested Services. If the Client understands the Matter is urgent they must specify the timescale within which the Services are required and the reasons for urgency in their initial request for Services.

3.3 If W&A Law has reasonable grounds to believe that the delivered information/documents are not true or accurate it reserves the right to refuse Services and allocate any expenses incurred to the Client.

3.4 Without prejudice to clause 4.2, W&A Law may refuse any Instructions if it has reasonable doubts that it can meet the deadlines specified by the Client in the request for Services.

3.5 If an urgency notice is not included in the initial request for Services but urgency becomes apparent after onboarding of the Matter, the Client must immediately inform W&A Law.

3.6 The Client must inform W&A Law within a reasonable time if the Matter is settled or otherwise concluded.

4 RECEIPT AND ACCEPTANCE OF THE INSTRUCTIONS

4.1 Upon receipt, W&A Law reviews the Instructions within a reasonable time and informs the Client whether or not the Instructions are accepted.

4.2 W&A Law may accept or refuse the Instructions at its discretion to the extent allowed by the Rules & Regulations.

4.3 W&A Law is not deemed to have accepted the Instructions until all the Know Your Client procedures provided for by applicable law as well as internally have been fully complied with.

4.4 The Agreement becomes effective upon acceptance of the terms by the Client in writing, including their continued instructions in relation to the Matter.

4.5 If W&A Law reasonably considers that the requirements of the applicable Know Your Client regulations have not been satisfied or seized to satisfy it may withdraw acceptance of the Instructions without incurring any liability.

5 CONFIDENTIAL INFORMATION AND PUBLICITY

5.1 W&A Law will keep confidential all information provided by the Client in connection with the Matter unless:

5.1.1 it is authorised by the Client to disclose it;

5.1.2 the information is in or comes into the public domain without any breach of confidentiality on the part of W&A Law; or

5.1.3 the disclosure is required by law, or by the regulatory or fiscal authorities, in which case, W&A Law will make every effort to give the Client as much advance notice as possible and permitted by law in every Matter.

5.2 Unless expressly notified to the contrary W&A Law may allow any of its partners, employees, subcontractors and third party services suppliers to familiarize themselves with the materials of the Matter, as long as they undertake in writing to comply with clause 5.1.

5.3 Subject to its obligation under clause 5.1, W&A Law may make and retain copies of the Instructions and any written materials of the Matter.

5.4 To the extent such information is already in the public domain, W&A Law may disclose in its marketing and similar materials, and to prospective clients and publishers of legal directories the information about being instructed by the Client and the nature of the Case. To the extent any such information is not already in the public domain, W&A Law may only refer to it for marketing purposes in a form which sufficiently preserves the Client's privilege and confidentiality and (where the law so requires) with the Client's consent.

6 ELECTRONIC COMMUNICATION

6.1 W&A Law corresponds by means of electronic mail, and the Parties agree to use commercially reasonable procedures to maintain security of electronic mail and to check for commonly known viruses in information sent and received electronically.

6.2 The Client may request that W&A Law uses alternative means of correspondence or apply additional security measures. In every case W&A Law accesses the possibility of fulfilling the request and, where possible, fulfills it at the Client's expense and risk.

7 DATA PROTECTION

7.1 W&A Law is a data controller for the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679) and Data Protection Act 2018 and is bound by the Regulation and the Act amongst other things, to implement appropriate technical and organisational measures to ensure an appropriate level of security of personal data including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage. W&A Law is entitled to process (which includes obtaining, consulting, holding, using and disclosing) personal data of the Client and other persons relevant for the provision of the Services: to enable it to provide the Services; to liaise with other persons involved in respect of the Matter or on the Client's behalf; to pursue their legitimate interests, including maintaining and updating Client records, producing management data, preventing crime, and publicising its activities as set out in clause 5.4 above, except where those interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data; and to comply with legal and regulatory requirements to which it is subject.

7.2 W&A Law will process personal data in accordance with its internal policies.

7.3 The Client has, subject to the exemptions provided in the Regulation and the Act:

7.3.1 the right of access to their personal data;

7.3.1.1 for the purpose of rectification or erasure of their personal data or restriction of processing concerning the data subject or to object to processing;

7.3.1.2 to exercise their right to data portability;

7.3.2 the right to withdraw consent to the processing of personal data (it being understood that, in the event of such withdrawal of consent, W&A Law may no longer be able to continue to act and that W&A Law may continue to process the personal data for purposes which are permitted by law notwithstanding the withdrawal of consent);

7.3.3 the right to lodge a complaint with the Information Commissioner.

8 PROVIDING THE SERVICES

8.1 W&A Law exercises reasonable skill and care in providing the Services in full accordance with the duty of care owed to the Client at common law, subject to its professional obligations under applicable laws and Rules & Regulations.

8.2 W&A Law may subcontract the provision of any part of the Services. In every case W&A Law ensures that such subcontractor follows strict professional standards and follows all the essential requirements of the Agreement including but not limited to requirements of confidentiality. W&A Law will remain responsible for the acts, omissions, defaults or negligence of any subcontractor as if they were the acts, omissions, defaults or negligence of W&A Law.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 All copyright and other intellectual property rights of whatever nature in or attaching to the product of the Services, including all documents, reports, written advice or other materials provided by W&A Law to the Client belong to and remain with W&A Law. The Client has the right and licence to use the product of the Services for the particular Matter and the particular purpose for which they are prepared.

If the Client wishes to use copies of the product of the Services for purposes other than those for which they are prepared, this will require the express permission of W&A Law.

10 LIABILITY

10.1 W&A Law is not liable (to the extent such exclusion is not prohibited by law):

10.1.1 for any loss or damage, however suffered, by any person other than the Client;

10.1.2 for any loss or damage, however suffered, which is caused by inaccurate, incomplete or late Instructions;

10.1.3 for any indirect or consequential loss or special or exemplary damages including costs or losses attributable to lost profits or opportunities however suffered;

10.1.4 for any loss caused or occasioned by any matter beyond W&A Law's control, including (but not limited to):

10.1.4.1 death of a partner, employee or subcontractor essential for the Matter;

10.1.4.2 disablement, illness or other physical or mental incapacity of a partner, employee or subcontractor essential for the Matter;

10.1.4.3 sudden and unexpected death or life-threatening illness of a person close a partner, employee or subcontractor essential for the Matter;

10.1.4.4 an act of God including fire, flood, adverse weather conditions or volcanic activity (including interference with transport due to volcanic ash);

10.1.4.5 war, civil unrest or criminal activity;

10.1.4.6 transport delays where the delay is no fault of W&A Law, its partner, employee or subcontractor essential for the Matter.

10.2 W&A Law or any of its partners, employees or subcontractors will not be responsible for any loss howsoever caused in excess of £3 million in respect of any one Matter.

10.3 The Services will be provided on the basis of the proper interpretation of laws and case law as of the date of provision of the Services. Changes in the law or its interpretation may take place before reliance is placed on the Services, or may be retrospective in effect. W&A Law is not liable for any consequences for the Client of such changes in the law or its interpretation occurring subsequently to the date of provision of the Services.

11 FEES

11.1 The fee for the Services will be calculated as agreed between W&A Law and the Client.

11.2 W&A Law will provide the Services on an hourly basis charged in 6 minutes units. The hourly rates of W&A Law's partners, employees and subcontractors depend on their seniority and the facts of a particular Matter including its urgency and are agreed between W&A Law and Clients on a case by case basis in writing.

11.3 W&A Law will normally require an advance payment to cover its initial costs and expenses (such as but not limited to: Court fees, barrister's fees, expert's fees, travelling costs, photocopying and printing costs).

11.4 If no fee or hourly rate is agreed, then W&A Law is entitled to charge a reasonable fee for the Services having regard to all relevant circumstances.

11.5 By circulating the Instructions the Client confirms that they have been duly informed about the following:

11.5.1 the losing party normally pays the winning party's legal costs and expenses (this responsibility can be insured);

11.5.2 costs awarded to the winning party are lower than the actual costs incurred;

11.5.3 full amount of banked costs recovered by the winning Client is always payable to W&A Law;

11.5.4 despite obtaining a cost-recovery judgment or arbitral award the winning party may not be able to actually recover the costs e.g. because of insolvency of the opponent;

11.5.5 if the claimant is based overseas and/or is an impecunious company, it may be ordered by Court to pay a substantial sum into Court as security for its costs.

11.6 W&A Law's fees are exclusive of any applicable Value Added Tax (or any tax of a similar nature).

12 BILLING, PAYMENT AND INTEREST

12.1 W&A Law shall be entitled to deliver an Invoice to the Client in accordance with the terms of their written agreement or absent such agreement – in a reasonable time within 3 months from performing the Services.

12.2 The Invoice will set out:

12.2.1 the Services provided by W&A Law and the fees charged;

12.2.2 any disbursements incurred and the cost thereof; and

12.2.3 VAT (or any tax of a similar nature, if any).

12.3 The Client must pay the Invoice upon delivery. The Invoice must be paid without any set-off, and without any deduction or withholding on account of any charges unless otherwise agreed in writing.