

Standard Business Terms

iGlobal Law is the trading name of WB Global Limited, a private limited company registered in England and Wales under number 08181382 and authorised and regulated as a law firm by the United Kingdom Solicitors Regulation Authority ("SRA") (number 571528).

It has its registered office at 71 Queen Victoria Street, London EC4V 4AY, United Kingdom.

A list of the directors is open to inspection at its registered office.

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Effective : January 2023

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Introduction

1.1 Our contract ("**Contract**") for legal services ("**Services**") is set out in these Standard Terms of Business ("**Standard Terms**") and in any engagement letter or separate service agreement ("**Engagement Terms**") we send you confirming your instructions in general or on any particular matter. In the event of any conflict between the Standard Terms and the Engagement Terms, the latter will prevail.

1.2 The Contract is between you and iGlobal Law alone. For the avoidance of doubt, there is no contract between you and any director, employee, consultant or agent of iGlobal Law. Any advice given to you by a director, employee, consultant or agent of iGlobal Law as part of any Service is given by that person on behalf of iGlobal Law and not in his/her individual capacity.

1.3 Unless otherwise indicated, references in the Contract to:-

1.3.1 "the **Code**" are to the Solicitors' Regulatory Authority Code of Conduct 2011;

1.3.2 "**costs**" are to our fees, disbursements and/or expenses;

1.3.3 any legislation, rule or code are references to that legislation, rule or code as replaced or amended from time to time.

1.4 The terms of the Contract shall apply equally to any Services that you ask us to provide to another member of your corporate group and shall be treated as having been entered into directly with that group member.

1.5 No amendment to any provision of the Contract will be effective unless it is agreed in writing between you and us.

Scope of Services

2.1 Unless otherwise agreed in writing the Services are limited to :-

2.1.1 advising you on employment and HR related compliance laws and legal procedures applying in the United Kingdom; and/or

2.1.2 obtaining and providing non-UK employment and HR related compliance law advice and support in non-UK jurisdictions and for this purpose where necessary retaining on your behalf appropriate legal counsel in those jurisdictions.

2.2 The Services do not include advice on the tax or accounting implications of any transaction or course of action.

2.3 We will not be obliged to provide, and can accept no liability for, any advice or work beyond the scope of the Services or in relation to factors of which we were not made aware.

2.4 We will of course aim to meet any deadline we agree with you for the performance of any Service. Time however shall not be of the essence of the Contract.

Our Professional Obligations

3.1 The "Client Director" named in any Engagement Terms will have overall responsibility for our relationship with you.

3.2 The "Matter Director" named in any Engagement Terms will be primarily responsible for the delivery of the Services. That person has discretion to deploy such of our lawyers, trainees, paralegals or other staff as they consider necessary for the appropriate provision of the Services.

Conflicts

4.1 We cannot act for you in a context where there is a conflict of interest (or a significant risk of one), within the meaning of the Code. If you become aware of such a conflict you should notify us as soon as possible. In the event of such a conflict it will be our responsibility to decide on the appropriate course of action in light of the Code.

4.2 We reserve the right to act, during and after the term of any Contract, for other clients whose interests may be commercially adverse to yours.

Your Responsibilities

5.1 So that we can provide the Services and/or to comply with any applicable legal or regulatory obligations, you will provide us with comprehensive and accurate instructions and information relating to the Services. You will notify us promptly of any material change to such instructions or information. We will be entitled to rely on them without further verification unless expressly agreed otherwise between us in writing.

5.2 In the absence of any written agreement to the contrary, we shall be entitled:-

5.2.1 to treat the person(s) instructing as being authorised by you to do so, including in respect of accepting the Standard Terms and any Engagement Terms, and

5.2.2 to assume that we may act on instructions given orally in the absence of written instructions from you, and (wherever possible) you will confirm the same in writing.

5.3 You agree to tell us as soon as possible if matters are or become urgent and/or require action by a specific time.

Calculating Our Charges

6.1 Our fees for providing the Services will take into account the nature and extent of the Services and the overall circumstances. Unless we have agreed with you in advance to charge fees on some other basis, the primary element in calculating our fees is normally the time spent by fee earners in providing the Services to you (including anything that we are required to do under any applicable law or regulation), which is recorded in units of six minutes. The standard hourly rates of our fee earners vary depending upon their seniority and experience and the rates of those fee earners engaged in providing any Services will be notified to you. These rates may be reviewed by us annually or at other periodic intervals.

6.2 In addition to time costs, we are entitled by professional rules to reflect in our fees additional factors such as the novelty or complexity of the matter, the skill, expertise, responsibility and knowledge required, the urgency or speed of action required, the amount or value of any money involved, unsociable hours worked by fee earners and the overall value or importance of the work to you.

6.3 We will keep a record of the time that we spend on a matter and will, if requested by you at any time, provide you with a written breakdown of the time spent and the fees attributable to it.

6.4 You may agree with us an upper limit for the costs that may be incurred by us without further authority in a particular case and we shall endeavour to notify you in advance if that limit is being approached.

6.5 Unless specifically agreed between us in writing, no estimate that we give to you of our costs shall be construed as a binding quotation or as setting any upper limit on them. No estimate or quotation that we give to you shall have effect unless it is provided in writing.

6.6 Whether or not any matter to which any Service relates proceeds to completion, and irrespective of its outcome, we will be entitled to charge you for the work done and disbursements and expenses incurred by us, and also for such further costs that we may unavoidably be required to incur.

6.7 Where any of our costs are paid subject to any deduction or withholding in respect of tax in any non-UK jurisdiction, we reserve the right to charge you an additional amount that will, after any deduction or withholding has been made, leave us with the same amount that we would have received in the absence of any such deduction or withholding.

6.8 We shall inform you of any financial or other interest that an introducer has in referring you to us, and of any fee-sharing arrangement that is relevant to the Contract.

Expenses

7.1 You agree to reimburse us for expenses and disbursements (such as overseas lawyers' fees and expenses, court fees, and electronic money transfer fees charged) which we incur on your behalf and we reserve the right to require payment for them before we incur the liability to pay them. We will, where requested, notify to you in advance (or estimate) any such disbursements which are to be incurred.

7.2 We are entitled to recover from you any bank and other charges for the transfer or receipt of money and for the conversion of currency (including exchange rate losses) that we incur on your behalf in providing any Service.

VAT

8.1 Our hourly charge rates and costs (and any estimates or quotations in respect of any of the foregoing) are exclusive of value added tax ("VAT") which (where chargeable under current legislation) will therefore be added to our invoices where required by UK VAT rules.

8.2 Our VAT registration number is GB 974 8926 52

Billing

9.1 Unless otherwise agreed in writing, we may issue interim invoices at monthly or other periodic intervals that we regard as appropriate in the circumstances, and/or when we incur or agree to pay expenses on your behalf, and/or at the end of our financial year.

9.2 Each invoice will have an outline of the Services to which it relates.

9.3 You may complain to us about any of our invoices, and you may be entitled to object to any of our invoices by making a complaint to the Legal Ombudsman (see further paragraph 14.2) and/or by applying to the court pursuant to Part III of the Solicitors Act 1974 for an assessment of our charge, although the Legal Ombudsman may not deal with a complaint about an invoice if you have

applied to the court as aforesaid. Time limits may apply to any such complaint or application.

Payment

10. We may apply any amount held by us on your behalf on any matter in our client account (provided that it is not held for a specific purpose agreed between us in writing) in or towards payment of any sum requested or due from you as regards any other matter, whether on account or in respect of any interim, disbursement-only or final invoice, or interest, or any combination of the foregoing.

Insurance

11. We have professional indemnity insurance (details of which are available on request from our Compliance Officer for Legal Practice ("**COLP**"), Julian Cuppage (julian.cuppage@igloballaw.com)) for at least the minimum amount required by the SRA.

Regulation

12.1 We are obliged to comply with UK legislation designed to target money-laundering and terrorist-financing, including but not limited to the Terrorism Act 2000, the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 (together "the Legislation"). Notwithstanding any obligation of confidentiality owed by us to you, we may be required by the Legislation to report to the relevant authorities, without notifying you, any suspicions that we may have that any matter on which we are instructed or asked to be instructed, or any person involved in such matter, contravenes or may be contravening the Legislation.

12.2 You authorise us to comply with the Legislation in connection with any matter on which you request us to represent you.

Communication

13. You agree that we may (unless otherwise directed by you in writing) communicate with you by what we consider to be the most appropriate means, which may include (amongst other things) fax and/or unencrypted email.

Complaints

14.1 We hope that you will be entirely satisfied with the way in which we perform the Services but, if you are not, please refer your complaint initially to the Client Director. If they are unable to resolve the complaint to your satisfaction please then contact our COLP, who will arrange for the complaint to be investigated in accordance with our complaints policy, a copy of which is available on request,

and will then report to you.

14.2 If for any reason our COLP is unable to resolve your complaint, the SRA (www.sra.org.uk) and the Legal Ombudsman provide or will provide complaints and redress mechanisms, details of which are available from us on request. Normally, you will need to bring a complaint to the Legal Ombudsman (a) within six months after receiving a

final written response from us about your complaint and (b) within six years from the date when the issue occurred or within three years from the date when you became aware of it, with an ultimate back-stop date of 6 October 2010. The contact details of the Legal Ombudsman are as follows: website: www.legalombudsman.org.uk; email: enquiries@legalombudsman.org.uk; postal address: P O Box 6806, Wolverhampton WV1 9WJ, United Kingdom; telephone number (from the UK): 0300 555 0333; telephone number (from outside the UK): +44 121 245 3050.

Intellectual Property

15. Unless otherwise agreed between us in writing, all intellectual property rights throughout the world in all documents and other materials that we create for you in providing any Services will belong exclusively to us.

Liability

16.1 This paragraph contains limitations and exclusions of our liability to you in the event that you have a claim against us. You should therefore read and consider this paragraph carefully.

16.2 For the purposes of the Contract our liability for any claim or costs related to any claim arising in connection with the Services ("Liability") shall be limited as follows:

16.2.1 Except where expressly set out in the Contract, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

16.2.2 Except where set out in the Contract, no person other than iGlobal Law will have Liability for any Service, and you agree that any such claim will be brought only against iGlobal Law and not personally against any of our directors, employees, consultants or any other member of our staff (whether employees or not).

16.2.3 Unless otherwise agreed in writing between us, you agree that the aggregate liability of iGlobal Law and of all of its agents and contractors in any circumstances whatsoever in respect of all claims for any Liability arising out of or in connection with the Contract shall not exceed the sum of £10,000,000 (ten million pounds sterling).

16.3 Our Liability will be limited to the scope of our engagement and we shall not incur any Liability:-

16.3.1 for any loss arising from any breach by you of the Contract or any act or omission of any other person or any change in the law or its interpretation that occurs after we have advised thereon;

16.3.2 for any loss of actual or anticipated revenue, profits, income, savings, goodwill, reputation, data or business opportunities;

16.3.3 for any type of indirect, special, punitive or consequential loss;

16.3.4 for any loss arising from any situation in which we are prevented from or delayed in providing any Service as a direct or indirect result of any cause beyond our reasonable control;

16.3.5 (whether for breach of confidence, corruption of data or otherwise) arising directly or indirectly from our use of email or other electronic communication systems (unless you have previously prohibited us from using the same in order to communicate with you);

16.3.6 for any loss arising from any deferral, suspension or termination of the provision of any Service as permitted by the Contract; or

16.3.7 in the circumstances referred to in paragraph 12.2.

16.4 Each limitation and exclusion of our Liability contained in the Contract is to be construed as a separate limitation and exclusion (applying and surviving even if for any reason one or other of the said limitations or exclusions is held inapplicable or unreasonable in any circumstances) and shall remain in force notwithstanding termination of the Contract.

16.5 Notwithstanding anything in the Contract to the contrary, (a) no limitation of our Liability will exclude or limit any Liability for death or personal injury caused by our negligence or for fraud or reckless disregard of professional obligations or for any other category of Liability that cannot lawfully be excluded or limited, and (b) each such liability or exclusion is without prejudice to our obligation to inform you of any act or omission that could give rise to a claim by you against us.

Data Protection

17.1 We are obliged to comply with the Data Protection Act 1998, the General Data Protection Regulation 2016/679, the Data Protection Bill 2017, the Privacy and Electronic Communications Regulations 2000 and any other applicable

data protection legislation (together "**Data Protection Laws**"), to the extent that at any time these are in force and applicable to us.

17.2 You agree to our processing the personal data that you provide to us for the Contract ("the **personal data**") to enable us to perform the Services. Where the personal data is that of any of your officers, directors or staff, you agree to ensure that you have all necessary consents to the foregoing. For the purposes of the Data Protection Laws, we will be a data controller.

17.3 Our processing of the personal data is subject to your instructions, the applicable data protection legislation (under which we are recorded in the UK Data Protection Register) and our duty of confidentiality to you.

17.4 You agree to indemnify us fully on demand, both during and after the term of the Contract, against all losses and costs relating to those losses incurred by us at any time as a direct or indirect result of our having responded to or handled, on your instructions.

17.5 You agree that we may disclose the personal data to foreign lawyers engaged to perform the Services on your behalf, to third parties who perform administrative functions on our behalf, to third parties that conduct audit or quality checks on our practice, to third parties that provide identification verification services and to our insurers provided only that we are reasonably satisfied that it is bound by obligations of confidentiality similar to those contained in paragraph 17.7. Some of the said third parties may be based overseas in countries that do not have equivalent data protection laws to those of the United Kingdom

17.6 You agree that we may place the personal data on our marketing database for the purpose of contacting you by post, telephone, email or otherwise about our services and about events such as seminars and conferences, and to send you briefings and similar material. If you have any objection to any of the personal data being held on our marketing database please inform our Marketing Department (email: info@igloballaw.com) that you wish the personal data to be removed from it.

17.7 Where information provided by you to us pursuant to the Contract is stated to be confidential or clearly appears to be confidential (together "**Confidential Information**"), we will, whilst providing the Services, take such steps as are reasonably appropriate in good faith to keep it confidential, unless:-

17.7.1 you have consented in writing to our disclosing it;

17.7.2 it enters the public domain without any breach of confidence by us; or

17.7.3 we are required to disclose it by law or by any authority of competent jurisdiction or to our insurers, in which case we will endeavour (where practicable and unless precluded by law) to notify you of any such event.

17.8 Unless otherwise agreed in writing, the fact that you are or have been a client on any specific matter, will not be deemed to be Confidential Information.

Third Parties

18.1 The Services are provided solely and exclusively to you and for your benefit as our client, and, for the purposes of the Contracts (Rights of Third Parties) Act 1999 ("the **1999 Act**"), no third party may (unless expressly authorised by us in writing) use or rely on any of them or derive any right or benefit from any of them.

18.2 Each director, employee, consultant and agent of iGlobal Law will be entitled, under the 1999 Act, to the benefit of paragraph 16.4 and of any other provision in the Contract that excludes or limits his or her liability, but the Contract may be varied from time to time or terminated without the consent of any such person. Save as aforesaid, the provisions of the 1999 Act are hereby excluded.

Expiry

19.1 All of our rights under the Contract will survive the date of its expiry or termination unless they are stated to endure for the term of the Contract only, or the same is implied by the context. Unless otherwise expressly stated herein (if at all) all of our obligations under the Contract (including but not limited to any obligation to remind you of any deadline or of anything else that may be relevant to your case) will irrevocably cease upon its expiry or termination.

Assignment

20. We may assign all or any of our rights or obligations under the Contract to any third party (including a limited liability partnership) that carries on business as our successor, in which case you will accept the performance by the assignee of the assigned obligations in substitution for their performance by us.

Miscellaneous

21.1 If any provision of the Contract is held by any judicial, regulatory or other authority of competent jurisdiction to be invalid or unenforceable but would be valid and enforceable if it or part of it were deleted, the Contract shall apply with such deletion as will make it valid and enforceable.

21.2 The Contract is governed by English law. In connection with any dispute between us relating to it, you and we each agree to submit to the exclusive jurisdiction of the English courts, save that we may in our sole discretion commence proceedings against you in any other court.

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