



STANDARD TERMS AND CONDITIONS OF SERVICE

At Leman Solicitors LLP we strive to provide the best possible commercial service to all our clients. Our terms and conditions apply to all engagements to ensure that our clients obtain consistent high standards of service at all times.

1. Discussing your expectations

We will discuss your expectations and tell you whether we think they are realistic. It is important to us that you understand at all times what is happening in your case. To help prevent any confusion or stress on your part, we will give you general information and explain any procedures regarding your case or matter as it progresses.

2. Instructing your solicitor at Leman

It is important that you give us clear and accurate instructions from the very beginning and when you get any new information as the case or matter develops. We will do our best to carry out the agreed instructions and to give you a confidential and friendly service.

3. Services

Schedule 1 of our letter of engagement sets out the following:

- your instructions to us (the "Services")
- our fees for the Services (the "Fee")
- the anticipated duration of the Services (the "Duration")

Unless otherwise stated the Fee will be a fixed fee to cover the scope of work for the Services set out in the letter of engagement. Where hourly rates apply this will be clearly stated.

It will not always be possible or appropriate to fix a fee for work that may be required. Where this occurs, we will set out the basis of our charges and provide a fee estimate (if possible). If work is required that is beyond the scope of the fee provided, this will be conducted in accordance with the hourly rates specified in the letter of engagement.

Our fees do not incorporate outlay charged at 5%, barristers' fees and/or the fees of any third party engaged by us on your behalf.

Typical outlay not subject to VAT includes stamp duty, companies registration office fees, searches of public records, expert and barristers' fees and commissioner's fees (where they are incurred). It can also include negative interest on amounts held in our client account on your behalf. Typical outlay subject to VAT includes travel, photocopying, couriers, and registered post.

The anticipated duration of the Services is set out in Schedule 1.

4. Client Obligations

The provision of the Services at the Fee and in the anticipated Duration is based on your compliance with the following obligations: -

- the prompt provision by you of any necessary supporting documents (such as documents of title, supporting evidence etc.) in a clear and understandable format which is properly organised.
- in respect of any agreement, your having agreed all the primary commercial terms at the outset; and
- your prompt response with instructions where required.

The Fee will also be subject to increases in the manner set out below in the following circumstances: -

- if you require us to delay completion of the Services or to perform additional services not included in the Services; and/or
- If we are required to carry out additional works or services essential to your intentions which are not included in the Services and were not foreseen when the Fee was agreed.

5. Increase in the Fee

If we propose to increase our Fee in order to achieve the intended result,

we will notify you of our revised fee in writing or by email. This revised fee will only apply after we have given you at least 7 days written notice of our intention to apply an increase together with the basis for the revised fee.

On receipt of such notice, you will have the choice of requiring us to carry out your instructions at the increased fee or requiring us to discontinue our services. If, after you receive such notice, you do not instruct us within such period of 7 days to discontinue our services and you continue to instruct us and/or engage with us in the supply of the Services, you will be deemed to have accepted the increase in our fee notified to you.

6. Discontinuance of Service

If the transaction outlined in your instructions does not proceed to completion, our fee will be in respect of work done to the date upon which we are notified to discontinue work.

7. Method of Communication

We aim to keep you up to date in relation to how your instruction is progressing. We shall primarily communicate to you by way of email and telephone; however, we cannot guarantee the security of emails or when they will arrive. We are not responsible for any loss or damage caused by emails arriving late, or loss or damage caused by email security being compromised.

You can see all the documents, correspondence, and activity on your file through the Leman Solicitors Client Portal. A username and password to access the Leman Solicitors Client Portal has been provided to you in our letter of engagement.

Information accessed via the Leman Solicitors Client portal is for viewing purposes only. It does not constitute legal or professional advice. No liability is accepted by Leman Solicitors for any action taken or not taken in reliance on the information accessed via the Leman Solicitors Client Portal. Professional or legal advice should be obtained from Leman Solicitors before taking or not taking any action based on the information accessed via the Leman Solicitors Client Portal. Any information accessible via the Leman Solicitors Client Portal is subject to change.

Leman Solicitors reserve the right to suspend or terminate your access to the Leman Solicitors Client Portal should we become aware of any potential or suspected unauthorised access to your file via the Leman Solicitors Client Portal.

Leman Solicitors will not be responsible for any unauthorised access to your file which results from you failing to keep your username and password secure.

You must always keep your password and username for the Leman Solicitors Client Portal safe and secure. If you lose or forget your password, please contact us and we will reset your password.

8. Updating your instructions

We may need to update your instructions from time to time, for example, if:

- New issues or information arise,
- Events take an unexpected turn,
- We need more information from you, or
- Fees or expenses have not been paid

It is important that you give us instructions when they are needed. If you fail to do this, we cannot make progress. This may affect the outcome and, in some cases, may mean we have no choice but to stop acting for you.

9. Acting on your behalf

- When you give us instructions, we assume that you are giving us permission to take various actions on your behalf. For instance, our role as your solicitor may involve holding information for our records, including 'sensitive data', such as your Personal Public Service (PPS) number or medical reports,
- Employing barristers and other experts, such as doctors and engineers, on your behalf, and
- Obtaining information from third parties to help us with your case, without seeking your permission in advance.

Important:

- If you instruct us to repay money on your behalf, you cannot change these instructions later, if we have given a professional promise to others to do so.
- We will hold any money we receive on your behalf strictly in line with the Solicitors' Accounts Regulations. If we are charged negative interest by our bank on any amounts we are holding in our client account on your

behalf we will be entitled to recharge such interest to you.

- We will only use any personal or 'sensitive' information relevant to your case or matter to help your case.
- We will only employ experts with your permission. We will select professionals who we believe to be competent, but we are not responsible for the negligence of anyone we employ on your behalf. We cannot be held responsible to pay their fees and costs - these will be your responsibility.

10. Cost of services

At the beginning of your case or matter, as required by law, we will give you information, in writing, about our fees and other expenses that may be incurred. If we fail to agree the fees for our services with you, we will not act on your behalf.

If we agree to charge you based on the time spent on your case, remember that there will be a charge for all tasks carried out on your behalf, including letter writing, phone calls and so on. We will tell you if we believe that you could appropriately carry out some of the tasks.

The law allows us to keep any client's file as security for any costs until we have been paid for our services. We will issue our bill of costs to you without delay.

We reserve the right to request an initial payment on account before commencing with your instruction, which may include special factors which may be taken into account in calculating charges, such as urgency, quantum, complexity and issues of special importance.

11. VAT

Unless expressly quoted as including VAT, all prices quoted are exclusive of value added tax or any other government taxes or duties which, if applicable, shall be paid by the Client. Vat is currently charged at a rate of 23%.

12. Time of Invoice

Unless otherwise agreed in writing or expressed in the engagement letter, we will invoice you on a periodic basis to request payments on account, with a final invoice upon completion of the services

13. Payment Terms

Unless otherwise agreed in writing by Leman, all payments due to Leman must be made on or within 14 days of the date of the invoice, by cheque OR in cleared funds to the Leman bank account.

14. No Deductions

All payments must be made in Euros, without set-off or counterclaim and free and clear of all taxes, deductions, withholdings, and other charges.

15. Interest

Interest is charged on any overdue amount at a rate of 5% per annum above the refinancing base rate of the European Central Bank from the due date for payment until payment, calculated on a daily basis and compounded monthly. Interest will be payable both before and after judgement.

16. Litigation costs

In contentious matters if we successfully defend or prosecute your case an award for costs will normally be made by the Judge/Arbitrator.

In Litigation/Arbitration costs are classified as "party/party" costs i.e., the costs of progressing the case, dealing with the Judge/Arbitrator and the opposing legal team during the case.

The other category of costs is called "solicitor/client" costs, i.e., the cost incurred by the client in communicating with his solicitor e.g. meetings, advices and communications with the client.

Ordinarily the party who succeeds in their case will obtain an Order for costs against the other party. However, it is important to note that such an award for costs only includes the "party/party" costs. Accordingly, you may be required to discharge the "solicitor/client" costs in any event, if there is any shortfall. Please note that we will be asking you to discharge any shortfalls which are not covered by the other party.

If you lose your case, settle your case with no contribution towards your costs, the Judge/Arbitrator only awards you a portion of your costs or where the other party cannot pay your costs, then you may be liable to

pay the other party/parties costs as well as your own.

17. Timescale of case

We will estimate how long your case is likely to continue, including, as your case proceeds, what stage we have reached and what and when the next steps will be. This will save you having to inquire about your case. If any event occurs that will delay your case, we will let you know and give you our best estimate of a new timescale. Please note that time limits may apply in the following two situations, so please make sure that we have all the correct information in good time to take any necessary actions:

Litigation cases – certain actions must be taken by you or by us within a particular period or else your case will fail.

Actions under the Civil Liability and Courts Act 2004 – if you are making a claim under this act, you must write a letter outlining the details of your claim within two months of the date of the accident. Failing to do this may have a bad impact on your case and may also lead the court to award you only part, or none, of your costs.

18. Legal Requirements

Under anti-money laundering and anti-terrorist financing legislation, we need to be sure of your identity and source of assets before we can take on your case. We are also required in certain cases to monitor clients and their activities. The way in which we are required to do so may differ depending on certain risk factors identified by the legislation. We reserve our right to change the way we do so or how we monitor clients in accordance with new or amended legislation.

Identity – Anti-Money Laundering and Anti-Terrorist Financing Documentation

(i) Individuals

You will need to give us evidence of your identity, such as your current driving licence or passport, even if we already know you. We will also need you to give us a document showing your permanent address, for example an ESB or telephone bill or a bank statement dated within the 12 months preceding your engagement with us.

(ii) Non-Regulated Bodies Corporate (e.g. limited liability companies)

In the case of a company, we require copies of the certificate of incorporation; the memorandum and articles of association, a list of the current directors and identification (as at (i) above) in respect of each individual who directly or indirectly owns 25% of the company or more.

(iii) Partnerships and Unincorporated Bodies

In the case of a partnership or an unincorporated body we require its name, address, confirmation of the nature of the business or activity carried on and we must identify (as at (i) above) one partner and one individual authorised to act on behalf of the partnership.

(iv) Trusts, Foundations & similar entities (excluding Charities)

We need to know the full name, its nature & purpose, its country of establishment, and the names and addresses of all trustees or equivalent persons in relation to foundations or other similar entities. In addition, we will need to receive copies of all instruments establishing and governing the trust, foundation, or other similar entity. If instructing trustee is an individual, we must confirm the individual's identity (as at (i) above). If the trustee is a non-regulated body corporate, we need to carry out the procedures set out at (ii) above.

(v) Source of assets - any funds or property that you ask us to deal with must have been legally obtained. If we become aware or suspect that these assets come from an illegal source, we must notify the Gardaí and the Revenue Commissioners without telling you, except in limited circumstances. We will immediately stop acting for you if we must report our suspicions unless otherwise directed by the Gardaí or Revenue or any other statutorily appointed authority.

Even when we are not obliged to report to the authorities, we cannot transfer any assets or property funded by the proceeds of crime. This includes funds that have not been declared for tax purposes or that have been obtained illegally. In this situation, you would have to legalise your position before we could act on your behalf.

19. Obtaining your file

Once you pay us for our services, and provided that we have done everything we promised to do, you can take your original file. We are entitled to copy this file to comply with solicitors' regulations. Usually, we keep a client's file for at least six years and then destroy it. However, we never destroy deeds and wills.

If you need your file or information from the file, we can send this file to you. We will charge you a fee for this service, based on the current rates at the time of your request. Alternatively, you will be able to download specific documents, correspondence and activity on your file or the entire file should you choose to do so via the Leman Solicitors Client Portal provided that all fees for the services you have received have been discharged.

20. Complaints/Disputes

Good communication between us will guarantee the best possible outcome. If you wish to make a complaint about any aspect of our service, however, please send it in writing to us and we will review your file without delay. We will then send you a written reply to any requests for information, advising you of any actions that we will be taking in relation to your case.

We sincerely hope that our clients may never have any cause for a dispute with Leman Solicitors LLP. However, should any dispute arise out of, under or in correction, with this agreement, the parties agree to firstly attempt to settle it by negotiation.

If resolution cannot be reached through negotiation within 14 days of notification of the dispute, then the parties agree then either party may initiate legal proceedings in the Courts. In this regard the Courts of Ireland shall have exclusive jurisdiction to hear and decide on any such dispute.

21. Transferring to another solicitor

We hope to reach a successful result on your behalf. But if you decide for any reason to transfer to another solicitor's firm, we will require payment for any work done up to that point. We are entitled to keep all your papers and documents while there is money owing to us for our fees and expenses. This requirement includes certain litigation cases, even if we might have agreed to seek a fee only if your case was successful. If you change to another solicitor, this agreement automatically ends, and we will require payment for the work we have actually done.

22. Professional Insurance

We confirm that we have the appropriate level of professional insurance in place, as required by law.

23. Sub-Contracting

We may only delegate any of its duties in the provision of the Services once consent has been obtained from you in advance.

24. Storage of Papers and Documents

We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no longer than is necessary for the purpose in which your personal data contained within that file of papers was collected and in any case for no more than seven years. We keep the file on the understanding that we have the authority to destroy it seven years after the date of the final bill we send you for this matter. We will not destroy documents you ask us to deposit in safe custody.

25. Governing Law

These conditions of service shall be governed by Irish law.

26. Release of files

As we operate a paperless office, all original correspondence is filed off site and retained for 6 years. When required, we can produce a soft copy of your file and no charge will be applied in respect of this. If however you request all original correspondence from your file, this will require the original documents to be taken from storage and compiled. This will take a minimum period of 30 days and the time associated will be charged at a rate of €100 per hour, the bill for which must be paid when the file is released.

Alternatively, you will be able to download specific documents, correspondence and activity on your file or the entire file should you choose to do so via the Leman Solicitors Client Portal provided that all fees for the services you have received have been discharged.

27. Limitation of liability

We will always do our best to ensure that we provide the best possible service to our clients. In all cases our liability in respect of any loss suffered by any client (whether as a result of the firm's negligence, breach of contract or otherwise) shall be limited to €1,500,000.

28. Conflicts of Interest

We may not be able to act for you if there is a conflict of interests, or potential conflict between us, or between you and another client of the firm. For example, if before we accepted your instructions, we found out that we also acted for a person that you now wanted us to sue, then we could not act for you.

We have internal procedures in place to make sure that we can identify a

conflict. We aim to always give you independent advice. If, during the course of your case or transaction, we become aware of a potential conflict of interests we will tell you about it. We can then agree whether or not it would be appropriate for us to continue to act on your behalf.

29. Confidentiality

We will always respect the confidentiality of your affairs. However, in the normal course of running a solicitor's practice, we must give access to bodies with legal powers, like the Revenue Commissioners; the Law Society of Ireland; or others. We may also give limited access to quality control companies so they can inspect random files each year. We also use professional and other services, which will involve some access to files, including accountants; risk assessment auditors; IT maintenance contractors; and others. This allows us to manage our firm properly. We always try to make sure that the provider of the services is reputable and, where appropriate, we will require them to sign letters of confidentiality. When we store files offsite, whether electronic or hard copy, we will take all reasonable steps to make sure that we keep your information confidential.

You are solely responsible for keeping your password and username for the Leman Solicitors Client Portal safe and secure at all times. Leman Solicitors LLP will not be responsible for any unauthorised access to your file which results from you failing to keep your username and password secure.

30. Your money

We will hold any money we receive on your behalf strictly in line with the Solicitors' Accounts Regulations. By asking us to handle your legal case or matter, you agree that we may hold any money you give us, or which we receive on your behalf, in any bank, which is a bank approved by the Law Society. We will just hold your money. We will be entitled to charge you for any negative interest incurred by us on amounts held for you by our bank. We do not have any additional responsibilities around the protection of your money. You also agree that we are not legally responsible for a loss or reduction in the value of the money because the bank at which the money is held becomes insolvent and does not have the money to pay back the full amount.

By asking us to handle your case or transaction, you agree that if we have given a professional promise or undertaking on your behalf, which, because of the insolvency of the bank at which we had placed the money, we cannot carry out, you will refund us in full any loss we suffer if we are forced to carry out our promise at our own expense.

31. Authority to endorse cheques

When we receive cheques made out in your name, we need your authority to sign the back of the cheques so that the bank will then accept these cheques for lodgement to our firm's client account. The form giving us your authority that you have to sign is in the section for details at the end of this document.

32. Appointment and indemnity for payment of taxes

If we act for you in the sale of a property because we handle the proceeds of the sale, we become legally responsible for the payment of capital gains tax. We will ask you to sign an authority if necessary. By signing an authority, you are giving us permission to pay the tax on your behalf. We also need you to indemnify us. This means that you agree to pay us back in full for any loss we suffer due to something you do, or omit to do, or some wrong-doing on your part. If we act for you in an application for a Grant of Probate/Administration and we are responsible for the payment of capital acquisitions tax, we will ask you to sign an authority. By signing this authority, you are giving us permission to pay the tax for you. We also need you to indemnify us. This means that you agree to pay us back in full for any loss we suffer due to something you do, or omit to do, or some wrong-doing on your part.

33. Power to sign documents

When you employ us to handle your case or transaction, we may ask you to give us permission to re-sign documents already signed by you. This is just for convenience. It would happen if we needed to make typing or clerical amendments or other small changes, after you had signed the document. We would not make any changes that change the meaning of the document. If we need this permission, we will ask you to sign an authority to do so.

34. Disagreements about bills

If there is a disagreement about any bill we send you, we will try to resolve the matter by agreement with you. We may stop acting for you.

35. Solicitor's lien'

The law allows us to keep your original file, and not to provide you with a copy, as security for any costs until we have been paid for our services. This is called the 'Solicitor's lien'. For the avoidance of doubt this also includes us suspending or terminating your access to your file via the

36. Data Protection

You and we will comply with applicable data protection legislation in relation to any personal data you share with us.

You will only be required to provide us with personal data, if such information is required in order for us to discharge our regulatory obligations or contractual obligations to you, or we request such personal data from you. In respect of any personal data you share with us you shall ensure that such personal information is accurate and up to date, that you have necessary authority from the data subject(s) for us to use and transfer it in respect of the matter(s) that we are working on for you (or in relation to new matters), and that the data subject(s) have been given a copy of our Privacy Policy, which may be found here: <https://leman.ie/privacy-policy-2/>

In providing legal services we will generally act as a data controller and, we may process personal information for the purposes of any of: (i) providing the legal services; (ii) maintaining and using our IT systems; (iii) quality, risk and client management activities; (iv) providing you with information about us and our range of services; and (v) complying with any requirement of law, regulation or a professional body of which we are a member. Please see our Privacy and Confidentiality Policy for further details: <https://leman.ie/privacy-policy-2/>.

Individuals

If you are an individual, you will need to provide us with personal data about yourself (and possibly others) for the purposes of our engagement.

As part of our anti-money laundering obligations (as set out above at paragraph **Error! Reference source not found.**) such data may include your name, address, date of birth, passport, or other identification documentation, contact numbers and email, bank account details, assets, family details including the names and ages of any children (where appropriate). We may also obtain from you and/or public sources the names, age, address, and other details of anyone involved with your matter.

On behalf of another legal entity

If you are the representative of any legal entity other than an individual, we will look after and use any personal data you provide to us for the purposes of acting, on the same basis as set out above. It is your responsibility to ensure that you have appropriate procedures in place (including adequate privacy notices) when you ask us to collect and process personal data for the purposes of your matter.

The legal basis for the processing of the personal data you provide under relevant Data Protection laws, including the 2018 General Data Protection Regulation (GDPR) and the Data Protection Act 2018, as appropriate, is primarily that it is necessary for the purpose of our legitimate interests, which include preparation for and performance of our agreed legal services (and those legitimate interests are not overridden by subject's interests, rights or freedoms).

If you do not wish to receive information about us and our services, wish to receive only certain kinds of information or wish to receive information only by a particular method, please use the unsubscribe function on our communications or email lemanconsent@leman.ie, by phone at 01 639 3000, or by post to Leman, 8-34 Percy Place, Dublin 4. None of the information we hold about you will be disclosed to third parties except in accordance with any requirement of law, regulation, or a professional body of which we are a member, or for the purpose of managing our database or improving our business.

37. Contact details

You can contact us using any of the following details:

Address: 8-34 Percy Place, Dublin 4, DX 1097009 Dublin;
Telephone: + 353 1 639
3000 Email: info@leman.ie