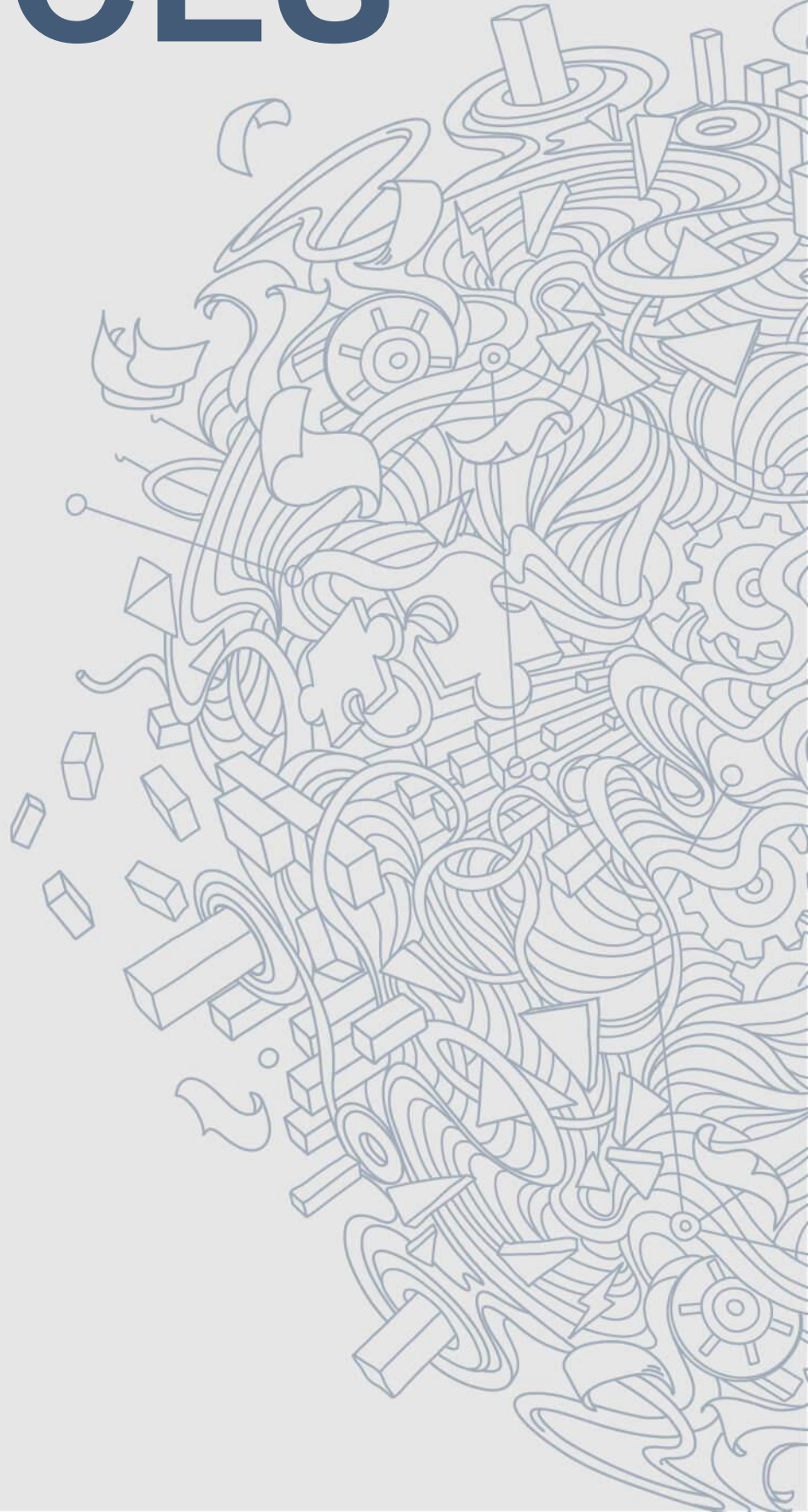


LEGAL NOTICES

April 2024



GENERAL LEGAL NOTICES

These legal notices detail the mandatory information we must give you and important information about how Addleshaw Goddard provides services to our clients worldwide.

Please refer to the Definitions and Interpretation section for the meaning of capitalised terms and other expressions used in these legal notices.

DATA PROTECTION

Addleshaw Goddard holds all necessary licences, registrations and authorisations required in order to process personal data in the jurisdictions in which we operate, as determined in accordance with the applicable Law for the jurisdiction in which each member of Addleshaw Goddard is based.

Please refer to our [Privacy Notice](#) for information about what we do with personal data relating to you.

If you have any questions in this regard, or if you wish to exercise any of your rights as a data subject, please contact us at

- for our UK offices: dataprotection@addleshawgoddard.com
- for our non-UK offices: dataprotection@aglaw.com

Alternatively, you can write to our GC & Risk Team at Milton Gate, 60 Chiswell Street, London EC1Y 4AG.

Where, as part of any matter for you, we process personal data about any third party (including your employees, your customers and any other third parties involved in your matter), you agree that you shall be responsible for ensuring that each data subject to whom such personal data relates:

- receives a Processing Notice, where required in order for us to act for you on the relevant matter; and
- has provided their consent to our processing of their personal data, where such consent is necessary in order for us to lawfully process their personal data as part of acting for you.

INFORMATION SHARING AND USE OF YOUR INFORMATION

You agree that any information we obtain as a result of acting for you (which may include your confidential information and personal data) may be shared across the AG Group and with our suppliers to assist us in providing the services requested by you and complying with the Law. This may involve transfer of, or access to, such information worldwide.

All entities and individuals within the AG Group may use this information, or disclose it to third parties, for general business purposes, including any one or more of the following:

- for conflict checking;
- for the provision of our services to you;
- for disclosure to other third party advisers working for you on the same matter;
- for disclosure to third parties to whom we outsource relevant support services and where such disclosure may involve transfer, processing and storage of the information using third party software and hosting on third party platforms;
- for fraud prevention, anti-money laundering purposes, anti-bribery purposes and/or generally for the prevention or detection of crime;
- to comply with mandatory reporting obligations;
- to ensure the safety and security of our people and premises (where we also use CCTV);
- for disclosures to our auditors, our own legal and other professional advisors, our banks and insurers and insurance brokers;
- to administer your account with us, including providing e-billing services at your request and tracing and collecting any debts;
- conducting specific tests on or developments to our existing or new systems, networks, applications and software and for the general improvement of our services;
- provided that you do not object to us so doing, for advertising, marketing and public relations, including sending you direct marketing communications;

- to manage our business performance, to assess client satisfaction (such as by asking you to participate in surveys) and generally to help improve our services;
- as otherwise required by Law;
- where you have given written consent to such use or disclosure.

MARKETING, SEMINARS AND TRAINING MATERIALS

We may use the contact details that you provide to us - including names, telephone numbers, addresses and email addresses - for sending out marketing communications including invitations to events, such as seminars or conferences, or briefings or similar publications which we think might be of interest to you.

If you do not wish to receive such communications, please let us know in writing, addressed to the Business Development team at any of our offices or by sending an email to:

- for our UK offices: unsubscribe@addleshawgoddard.com
- for our France office: unsubscribefrance@aglaw.com
- for our German office: unsubscribegermany@aglaw.com
- for our Ireland office: unsubscribeireland@aglaw.com
- for our Luxembourg office: unsubscribeluxembourg@aglaw.com
- for our Singapore office: unsubscribeingapore@aglaw.com
- for our Dubai office: unsubscribedubai@aglaw.com
- for our Oman office: unsubscribeoman@aglaw.com
- for our Qatar office: unsubscribeqatar@aglaw.com

ANTI-MONEY LAUNDERING

In order to comply with the Law, Addleshaw Goddard are obliged to undertake detailed client due diligence and ongoing monitoring for both new and existing clients. Before accepting instructions, we are required to carry out due diligence to verify the identity of:

- all prospective clients; and
- all connected parties, such as the beneficial owners of a client;

and we are required to re-verify all checks periodically thereafter.

We may terminate the provision of any services to a client, or be instructed to do so by the relevant authorities, if such client fails to provide evidence of identity or if we suspect that the client or any other party connected with such client or with the matter is involved in any activities proscribed by relevant Law.

COMMUNICATION AND INFORMATION SECURITY

We will communicate with you and, as appropriate, third parties using any normal means such as letters, fax, e-mail, text, instant messaging, telephone, voicemail and video conferencing or using CD-ROMs, DVDs or USB devices. If there is any mode of communication which you do not wish us to use, please notify the partner responsible for the matter in writing.

If you regard any communications from or to us as particularly confidential, or require particular security arrangements with regard to a matter or have alternative communication requirements please notify the partner responsible for the matter in writing.

Our anti-virus and anti-spam filters and other security arrangements may reject or filter legitimate emails. Please ensure that any important email you send is followed up by a telephone call if it has not otherwise been acknowledged.

AG Group cannot guarantee the availability or security of its electronic information, storage and communications systems.

THE SERVICES WE PROVIDE

Our services are provided to and for the benefit of our client only. No other person may use or rely upon the services undertaken for you nor derive any rights or benefits from such services unless expressly agreed otherwise.

If there is any change in the Law after the date on which any services are provided, we have no responsibility to notify you of the change or the consequences of such change, unless expressly agreed otherwise.

We alone are responsible for the provision of the services. No AG Individual assumes any personal responsibility to you and accordingly, no AG Individual shall owe you any personal duty of care. Accordingly, when instructing us, you agree that (a) you will not bring any claim whether in contract, tort, under statute or otherwise against any AG Individual or any other member of Addleshaw Goddard, and (b) AG Individuals and other members of Addleshaw Goddard shall be entitled to rely upon this provision, save to the extent such agreement is prohibited by applicable Law.

Clients wishing to take advantage of our Law, Plus More offering, including purchasing products and solutions offered by our Innovation & Legal Technology team, using the resourcing services offered by our AG Integrate team or taking advantage of our leadership training programmes, will be able to engage with us on terms appropriate for services which do not involve legal advice.

APPLYING AGREED LIABILITY LIMITS

Any amount agreed with you in writing as a limit on our liability, shall be applied (a) to each matter upon which we act for you; (b) to Losses arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including our negligence or non-performance); and (c) as an aggregate cap on the liability of AG Group.

Where we have agreed a monetary cap on our liability, the amount of such cap shall be the greater of (a) such amount agreed with you in writing; and (b) the minimum amount permitted under applicable Law.

PROFESSIONAL INDEMNITY INSURANCE

Addleshaw Goddard maintains professional indemnity insurance which:

- covers our practice worldwide;
- extends to acts and omissions of AG Individuals wherever in the world they may occur; and
- meets the minimum insurance requirements of all professional regulations to which our practice is subject.

Our current insurers are Aviva Insurance Limited, whose address is 18th Floor St Helen's, 1 Undershaft, London EC3P 3DQ.

HANDLING OF CLIENT MONIES: CYBERCRIME

Please be aware there is a significant risk posed by cybercrime fraud, specifically affecting email accounts and bank account details. Please be advised that you will not be notified of changes to Addleshaw Goddard bank account details via email.

If you receive an email from someone purporting to be from AG Group advising you of a change of bank account details, particularly during the course of a transaction:

- do not reply to the email;
- do not act on any information contained in the email; and
- immediately contact the person dealing with your matter.

If you are in any doubt, at any time, please do not send money to Addleshaw Goddard electronically without speaking to the person dealing with your matter first to verify the account details. AG Group does not accept liability in respect of a money transfer to a bank account which is not an Addleshaw Goddard bank account.

HANDLING OF CLIENT MONIES: INTEREST POLICY

In the ordinary course when we act for you we will hold any money of yours in our **general client account** on your behalf.

When we pay out funds or on completion of the matter we will apply interest, in accordance with our current Interest Policy (interest rates are available on request and may be positive, negative or zero), to the money we have been holding for you.

We will pay interest to you, except when:

- in accordance with your instructions and/or applicable Law, we are not to apply any interest to any monies we hold for you;
- in accordance with your instructions or any agreement you have entered into or undertaking we have given on your instructions, the interest has been paid to a third party;

- the interest is less than £20.00; or
- the interest rate applied is zero or below zero.

Where you know or reasonably expect that we will hold a high value sum for you and/or that we will hold a sum for a considerable amount of time, you can request us to place the money in a **designated account**. In that event we would account to you for the full amount of any interest received in respect of such amount from the bank.

Where a negative interest rate or any other charges are applied to the money that we hold for you in an Addleshaw Goddard account, we shall have the right to deduct such sums from the money that we hold on your behalf and you are responsible for any resulting shortfall in the money which we then transfer to the ultimate recipient (subject to our doing so in accordance with your instructions and applicable Law).

E-BILLING

Where you have requested that, as part of our services, we invoice you via a third party e-billing provider, Addleshaw Goddard will, unless you expressly notify us in writing to the contrary, use a web based SaaS e-billing application hosted by a third party to provide the invoices in the electronic format required by your e-billing provider.

You warrant that you are entitled to permit Addleshaw Goddard to access and use the e-billing service you require and agree to reimburse Addleshaw Goddard for any costs or other liabilities incurred by any entity or individual within the AG Group in engaging with your preferred e-billing provider.

No entity or individual within the AG Group shall incur any liability caused by the act, omission, fraud, delay, negligence, insolvency, collapse or default of such e-billing provider (save to the extent of any negligence on our part), including its failure to process your data in accordance with legal requirements.

FINANCIAL INSTITUTIONS AND SYSTEMS

If you wish to know the name of the deposit-taking institution(s) where your client money is being held, please ask the partner responsible for any matter.

No entity or individual within the AG Group shall incur any liability caused by the act, omission, fraud, delay, negligence, insolvency, collapse or default of a deposit-taking institution or a financial clearing or payment system (save to the extent of any negligence on our part). This does not affect the enforceability of any express legal undertaking.

In the UK, some clients may be entitled to compensation in the event that monies are lost due to the collapse of a deposit-taking institution, please refer to the relevant jurisdictional page of these Legal Notices for further information.

COMPLAINTS HANDLING

You and any third party has a right to complain.

Our Complaints Procedure can be opened and printed in pdf format by clicking the relevant link below.

[Complaints Procedure – Clients](#)

[Complaints Procedure – Third Parties](#)

UK LEGAL NOTICES

The provisions detailed below are applicable to the work provided to the clients of Addleshaw Goddard LLP from our offices in the UK and apply in addition to the General Legal Notices set out above.

REGULATORY REGIME AND REQUIREMENTS

Addleshaw Goddard LLP is authorised and regulated in England and Wales by the [Solicitors Regulation Authority](#), which is the independent regulatory body of The Law Society of England and Wales and by the Law Society of Scotland. A small number of our lawyers are regulated by other professional legal bodies including [The Bar Standards Board](#), the Institute of Trade Mark Attorneys, and in the case of lawyers admitted in jurisdictions outside England and Wales or Scotland, the relevant regulatory body in the jurisdiction in which they are admitted to practice.

SOLICITORS' COMPENSATION FUND

[The Solicitors' Compensation Fund Rules 2011](#) provide for the Law Society of England and Wales to establish and maintain a fund for compensation claims. Grants are made from the fund at the discretion of the [Solicitors Regulation Authority](#).

THIRD PARTY RIGHTS

Where under any circumstance a third party derives any benefit from the contract between us and you, the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded save where expressly stated otherwise.

CONTENTIOUS WORK - COSTS RISK WARNING

In litigation, the Court may decide to order one party to pay the costs of another party. The Court usually orders the unsuccessful party to pay all or a part of the successful party's costs although there is no certainty about this. The successful party usually recovers a proportion of its costs from the unsuccessful party although there is no certainty about this. You should be aware that, in a case heard in a court in England and Wales:

- If you make an interim application to Court which does not succeed you may have to pay the other side's costs, usually within 2 weeks
- If you lose the case you may have to pay the other side's costs and it is not usually possible for you to withdraw from the case without dealing with the issue of those costs
- Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs rarely exceed 60-70% of actual expenditure
- You will still be liable to pay our invoices in full even if the other party fails to pay the costs awarded to you by the Court
- Issues which the Court may take into account in assessing the costs payable or recoverable include:
 - efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures
 - the effects of payments into court and offers of settlement
 - the complexity and size of the matter and the difficulty or novelty of the questions raised
 - the skill, effort, specialised knowledge and responsibility involved
 - the time spent
 - the place and circumstances in which the work was done

If the other side is or becomes legally aided it is highly unlikely that you will recover your costs even if you are successful.

If you are unsuccessful, or the court so orders for some other reason, you may be ordered to pay the other side's costs. We will discuss with you whether the likely outcome will justify the expense/risk.

CONTENTIOUS WORK – PAYING FOR YOUR CASE

Legal expenses insurance may be included in your contracts of insurance and you should check your policies to see if you are covered. Your policy may cover your costs and/or your liability to pay the other side's costs. If you believe you are covered,

please discuss this with us so that we can assist you in notifying your insurer. If you do not have legal expenses insurance, you may be able to purchase insurance to cover you in the event that you have to pay the other side's costs.

LOBBYING (SCOTLAND) ACT 2016

Where our services on your matter include work which is covered by the definition of "regulated lobbying" under the Lobbying (Scotland) Act 2016 (Act), we are required to publicly disclose our lobbying activity, carried out on your behalf. Such lobbying activity must be disclosed on the Scottish Government Lobbying Register, which is a public register and openly available online.

If, as part of a matter, you wish to assert privilege over relevant information or keep such information confidential, we will be unable to provide services in respect of that part of your matter which would constitute "regulated lobbying". If you instruct us to provide services which we have informed you would constitute "regulated lobbying", you will be deemed to have waived confidentiality and privilege in relation to any information which we are required to disclose publicly pursuant to the Act.

FINANCIAL SERVICES AND INSURANCE MEDIATION

Addleshaw Goddard is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. In addition, our Scottish offices are licensed by the Law Society of Scotland to carry on incidental financial business which includes insurance mediation activity. This part of our business, including redress if something goes wrong is regulated by the Solicitors Regulation Authority for work undertaken from an office in England and Wales and by the Law Society of Scotland for work undertaken from an office in Scotland. The register can be accessed via the Financial Conduct Authority website at: <http://www.fca.org.uk/register>.

While we may provide advice to clients in relation to a matter which involves or relates to an investment, we are only able to provide such advice on a limited basis where an exemption under FSMA applies. Exemptions include the provision of the advice where it is an incidental part of the professional services we have been engaged to provide; where the advice can reasonably be regarded as a necessary part of our professional services or where the provisions of FSMA otherwise permit us to give the advice.

FSCS COMPENSATION

For clients who are individuals or small companies, compensation is recoverable through the Financial Services Compensation Scheme, in the event monies are lost through the collapse of a deposit-taking institution.

Further information is available at: <http://www.fscs.org.uk>

CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

Where we are instructed by you in your capacity as a "Consumer" (being *an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession*) the information provided in the engagement documentation, including the Engagement Letter, Matter Specification and these Legal Notices, satisfies the requirements of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

If you are such a client, and the contract between you and us has not been entered into on Addleshaw Goddard premises, then you should also have been provided with a document headed "Cancellation Information" which notifies you of your rights, under the above regulations, to cancel your contract with us within 14 working days of your receipt of the engagement letter, without financial consequences. A cancellation form is available for you to complete and return should you wish to exercise this option.

Under the above regulations we cannot provide any element of the services prior to the expiry of the 14 day cancellation period. If you wish for us to start work as soon as possible you must sign and return the copy Matter Specification or e-mail us with your express authority to commence work for you. In doing so, you will not lose your right to cancel, however should you then exercise that right, you will be liable to pay us for any work we have already undertaken for you.

Under our Terms you have the right to instruct us to stop work at any time outside of the 14 day period however. If you exercise that right, you will then have to pay us for the work we have done.

Milton Gate
60 Chiswell Street
London EC1Y 4AG
Tel +44 (0)20 7606 8855
Fax +44 (0)20 7606 4390

3 Sovereign Square
Sovereign Street
Leeds LS1 4ER
Tel +44 (0)113 209 2000
Fax +44 (0)113 209 2060

One St Peter's Square
Manchester
M2 3DE
Tel +44 (0)161 934 6000
Fax +44 (0)161 934 6060

1st Floor North, Kingshill View
Prime Four Business Park
Kingswells Causeway
Aberdeen AB15 8PU
DX: AB7 Aberdeen
Tel +44 (0)1244 444 310

Exchange Tower
19 Canning Street
Edinburgh EH3 8EH
DX: ED27 Edinburgh
Tel +44 (0)131 228 2400

Cornerstone
107 West Regent Street
Glasgow G2 2BA
DX: GW120 Glasgow
Tel +44 (0)141 221 2300

FRANCE LEGAL NOTICES

The provisions detailed below are applicable to the work provided to the clients of Addleshaw Goddard (Europe) LLP from our offices in France and apply in addition to the General Legal Notices set out above.

MANDATORY SERVICE PROVIDER INFORMATION

Our legal practice in France is provided by a branch office of Addleshaw Goddard (Europe) LLP (local address details below), a limited liability partnership incorporated in England and Wales with registered number OC428995 whose registered office is at Milton Gate, 60 Chiswell Street, London EC1Y 4AG.

Addleshaw Goddard (Europe) LLP VAT Number: FR30 882 248 859

Addleshaw Goddard (Europe) SIRET Number: 882 248 859 00028

REGULATORY REGIME AND REQUIREMENTS

Addleshaw Goddard (Europe) LLP is authorised and regulated in England and Wales by the Solicitors Regulation Authority (authorisation number 664997) and its branch office in France (address below) is registered with the Paris Bar pursuant to Directive 98/5/EC. We are regulated by the National Bar Council (Conseil National des Barreaux – CNB) in France, and more particularly by the Paris Bar Council (Ordre des Avocats de Paris).

Our members are lawyers (Avocats), registered foreign lawyers or registered European lawyers authorized to practice in Paris and regulated by the National Bar Council (Conseil National des Barreaux – CNB) in France, or non-registered European lawyers. Some members may also be authorized to practice law in other jurisdictions.

PROFESSIONAL INDEMNITY INSURANCE

In compliance with section 27 of law n° 71-1130 dated December 31, 1971, all lawyers (*avocats*) registered with the Paris Bar are covered with a double collective insurance with respect to both professional liability (*responsabilité civile professionnelle – RCP*) and fund management (*garantie de représentation des fonds*) subscribed by the Paris Bar and managed by its Insurance department.¹

DATA PROTECTION

When handling your personal data, we comply with applicable Law including the General Data Protection Regulations ((EU) 2016/679). Please see the General Notices for further information and a link to our Privacy Notice.

32-34 Avenue Kleber
Paris 75116
France
Tel: +33 (0)1 84 13 49 30
Fax: +33 (0)1 84 13 49 79

¹ FOR TRANSLATION PURPOSES, here is the French text as detailed on the insurance page of the Paris bar website:
Conformément à l'article 27 de la loi du 31 décembre 1971, tous les avocats inscrits au barreau de Paris sont assurés, au titre de leur responsabilité civile professionnelle (RCP) d'une part, et au titre de la garantie de représentation de fonds d'autre part, par une double assurance collective souscrite par l'Ordre et gérée par le Bureau des assurances.

GERMANY LEGAL NOTICES

The provisions detailed below are applicable to the work provided to the clients of Addleshaw Goddard (Germany) LLP from our offices in Germany and apply in addition to the General Legal Notices set out above.

MANDATORY SERVICE PROVIDER INFORMATION

Information on the limited liability partnership pursuant to Sec. 5 of the German Telemedia Act (Telemediengesetz, TMG) and the German Regulation on Service Information Requirements (Dienstleistungs-Informationspflichten-Verordnung, DL-InfoV)

Our legal practice in Germany is provided by a branch office of Addleshaw Goddard (Germany) LLP (local address details below), a limited liability partnership incorporated in England and Wales with registered number OC427247 whose registered office is at Milton Gate, 60 Chiswell Street, London EC1Y 4AG.

Tax Identification Number: DE323826940

The provider of our website is Addleshaw Goddard (Germany) LLP and the content (Sec. 55 German Interstate Treaty on Broadcasting and Telemedia (Staatsvertrag für Rundfunk und Medien, RStV) is provided by David Handy, General Counsel.

REGULATORY REGIME AND REQUIREMENTS

Every partner is entitled to accept and process client instructions (casework) themselves. Unless otherwise stated, all lawyers at our German office(s) are admitted to practise in Germany as Rechtsanwälte and are members of their relevant Rechtsanwaltskammer (local Bar), as detailed below, which are at the same time their competent supervisory authorities. As part of their activity for the law firm, each lawyer has the authority to advise clients out of court as well as legally represent them in and out of court.

Hamburg: [Hanseatische Rechtsanwaltskammer Hamburg](#), Bleichenbrücke 9, 20354 Hamburg, Germany

The following professional conduct rules/laws apply to Rechtsanwälte. For further details, see the Federal Lawyers' Chamber website at <https://www.brak.de> under the "Berufsrecht" section (primarily in German language).

- Federal Lawyers' Order (*Bundesrechtsanwaltsordnung, BRAO*)
- Professional Code of Conduct (*Berufsordnung für Rechtsanwälte, BORA*)
- Specialized Lawyers' Professional Code of Conduct (*Fachanwaltsordnung, FAO*)
- Lawyers' Remuneration Act (*Rechtsanwaltsvergütungsgesetz, RVG*)
- Act on the Activity of European Lawyers in Germany (*Gesetz über die Tätigkeit europäischer Rechtsanwälte in Deutschland, EuRAG*)
- Professional Rules for Lawyers in the European Union (*Berufsregeln der Rechtsanwälte der Europäischen Union, CCBE-Berufsregeln*)
- Law implementing the directives of the European Community pertaining to the professional law regulating the legal profession

PROFESSIONAL INDEMNITY INSURANCE

Addleshaw Goddard has group-wide professional indemnity insurance cover, details of which can be found in the General Notices.

Addleshaw Goddard (Germany) LLP and the lawyers in our Hamburg office are covered by an additional professional indemnity insurance policy provided by R + V Allgemeine Versicherung which covers our German practice globally and applies to acts and omissions wherever in the world they occur.

INFORMATION UNDER S36 CONSUMER DISPUTE RESOLUTION ACT (VERBRAUCHERSTREITBEILEGUNGSGESETZ VSBG)

Addleshaw Goddard (Germany) LLP is not obligated to participate in and shall not participate in a dispute resolution proceedings before a consumer conciliation board within the meaning of the VSBG.

Signature Kurfürstendamm
Knesebeckstraße 62/63
10719 Berlin
Germany
Fax: +49 40 87 4060 59

Alter Wall 32
20457 Hamburg
Germany
Tel: +49 40 87 4060 10
Fax: +49 40 87 4060 59

Bockenheimer Landstraße 39
60325 Frankfurt am Main
Germany
Tel: +49 69 566 0816 80
Fax: +49 40 87 4060 59

Theresienhof
Theresienstraße 1
80333 München
Germany
Tel: +49 89 262 0217 40
Fax: +49 40 87 4060 59

IRELAND LEGAL NOTICES

The provisions detailed below are applicable to the work provided to the clients of Addleshaw Goddard (Ireland) LLP from our offices in Ireland and apply in addition to the General Legal Notices set out above.

REGULATORY REGIME AND REQUIREMENTS

Addleshaw Goddard (Ireland) LLP is regulated by the Legal Services Regulatory Authority and the Law Society of Ireland and is a limited liability partnership authorised by the Legal Services Regulation Authority. All partners and solicitors are in possession of practising certificates issued by the Law Society of Ireland in accordance with the Solicitors Acts 1954 to 2015.

PROFESSIONAL INDEMNITY INSURANCE

Addleshaw Goddard has group-wide professional indemnity insurance cover, details of which can be found in the General Notices. In addition, Addleshaw Goddard (Ireland) LLP has in place the required professional indemnity insurance cover for the purposes of compliance with section 46 of the Legal Services Regulation Act 2015, section 26 of the Solicitors (Amendment) Act 1994 and the Solicitors Professional Indemnity Insurance Regulations 2020 (as amended).

LIABILITY FOR NEGLIGENCE

Pursuant to Section 44 of the Civil Law (Miscellaneous Provisions) Act 2008, our maximum liability is limited to €1,500,000, being the current minimum sum for which a solicitor must carry insurance for claims of negligence. This amount is our maximum exposure to you all where there is more than one of you. This limitation will not exclude death or personal injury caused by our negligence.

EU (CONSUMER INFORMATION, CANCELLATION AND OTHER RIGHTS) REGULATIONS 2013

Where we are instructed by you in your capacity as a "Consumer" (being a natural person who is acting for purposes which are outside the person's trade, business, craft or profession) the information provided in the engagement documentation, including the Engagement Letter, Matter Specification and these Legal Notices, satisfies the requirements of the EU (Consumer Information, Cancellation and Other Rights) Regulations 2013 (SI No. 484 of 2013).

If you are such a client, and the contract between you and us has not been entered into on Addleshaw Goddard premises, then you should also have been provided with a document headed "Cancellation Information" which notifies you of your rights, you have the right under the above regulations, to cancel your contract with us within 14 working days of your receipt of the engagement letter (notwithstanding the cooling off period provided for in the engagement letter), without financial consequences. A cancellation form is available for you to complete and return should you wish to exercise this option.

Under the above regulations we cannot provide any element of the services prior to the expiry of the 14 day cancellation period. If you wish for us to start work as soon as possible you must sign and return the copy Matter Specification or e-mail us with your express authority to commence work for you. In doing so, you will not lose your right to cancel, however should you then exercise that right, you will be liable to pay us for any work we have already undertaken for you.

Under our Terms you have the right to instruct us to stop work at any time outside of the 14 day period however. If you exercise that right, you will then have to pay us for the work we have done.

REGULATION OF LOBBYING ACT 2015

Addleshaw Goddard (Ireland) LLP operates a strict "no lobbying" policy and does not engage in any lobbying on behalf of clients, within the meaning of the Regulation of Lobbying Act 2015 or otherwise.

FINANCIAL SERVICES AND INSURANCE MEDIATION

Addleshaw Goddard (Ireland) LLP is not authorised by the Central Bank of Ireland. We do not carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts and are not an insurance intermediary.

Addleshaw Goddard (Ireland) LLP is not an investment business firm or an investment firm within the terms of Section 47(1)(a) of Section 47(1)(b) and does not provide investment business services (including acting as an insurance intermediary) or investment advice to clients save where the provision of the advice is an incidental part of the professional services we have been engaged to provide.

HANDLING OF CLIENT MONIES: INTEREST POLICY

At Addleshaw Goddard (Ireland) LLP, client monies are held in accordance with the provisions of the Solicitors Acts 1954 to 2015 and the Solicitors Accounts Regulations 2023 and will be held in accordance with any subsequent and/or replacement regulations that may be made from time to time.

Where a negative interest rate or any other charges are applied to the money that we hold for you in an Addleshaw Goddard (Ireland) LLP account, subject to your agreement and the applicable Law, we shall have the right to deduct such sums from the money that we hold on your behalf and you are responsible for any resulting shortfall in the money which we then transfer to the ultimate recipient. In the alternative, we shall have the right to charge you in respect of any negative interest rate or other charge applied to any money we hold for you in an Addleshaw Goddard (Ireland) LLP account, subject to your agreement and the applicable Law.

S150 COSTS NOTICE

The following standard costs information is provided in accordance with s150 Legal Services Regulatory Act 2015 (referred to below as the **Standard Costs Notice**).

Detailed below is the standard basis upon which we calculate our charges for providing legal services and this supplements any matter-specific costs and services information we have set out in our engagement documents confirming your instructions on a matter (referred to below as the **Matter Specification**).

You should refer to the Matter Specification for important information regarding the contract between us, including the following information:

- detailed scope of our services;
- any assumptions upon which we have based our scope of work and costs assessment; exclusions from the scope; and your responsibilities;
- expected fees for the matter, which may be fixed or estimated or a combination of both;
- hourly charge-out rates of personnel who may be involved in your matter;
- anticipated expenses (including search fees, counsel fees, travel expenses);
- costs incurred as at the date of issue or any date of reissue as applicable, of the Matter Specification;
- applicable tax; and
- the cooling off period, which applies from the date of issue or any date of reissue, as applicable, of the Matter Specification.

Unless expressly agreed otherwise in writing, the costs and services information expressly set out in the Matter Specification for your matter shall take precedence over the Standard Cost Notice.

In the event of a conflict between the Standard Cost Notice and the Matter Specification, the information set out in the Matter Specification shall prevail.

PRINCIPLES RELATING TO LEGAL COSTS

In accordance with Schedule 1 of the Legal Services Regulatory Act 2015, our fees are dependent on a number of factors, including:

- the complexity and novelty of the issues involved in the provision of our legal services;
- the skill or specialised knowledge relevant to the matter which we have applied to the matter;
- the time and labour that we have reasonably expended on the matter;
- the urgency attached to the matter by you and whether we are required to prioritise the matter over other matters;
- the place where, and the circumstances in which, the matter was transacted;

- the number, importance and complexity of the documents we are required to draft, prepare or examine;
- where money, property or an interest in property is involved, the amount of the money, or the value of the property or the interest in the property concerned;
- whether or not we necessarily undertook research or investigative work and, if so, the time scale within which such work was required to be completed; and
- the use and costs of expert witnesses or other expertise engaged by us on your instruction and whether such costs were necessary and reasonable.

CHARGING STRUCTURE: FEES

In accordance with normal professional practice, our fees are based upon the time occupied on the work and the degree of skill and responsibility involved. The Matter Specification details the hourly charge-out rates of the personnel who may be involved in your matter and those rates reflect the legal expertise and (if relevant) the geographical location of those personnel.

Our services may be provided on a fixed fee basis or we may provide you with a fee estimate, both of which are assessed on a time and expertise basis. In general, the time and expertise required will depend on the complexity of the matter. For example: more complicated instructions and/or larger transactions which require a larger team of personnel; drafting and negotiation of complex documentation; examination of large quantities of data; novel issues which require research; are all likely to incur higher costs.

Where it has not been reasonably practicable to provide you with a fixed fee, fees accrue according to the time spent by individuals on your matter, recorded in units of one tenth of an hour and calculated by applying their hourly rate. Fees accrue in this way for services where we have provided an estimated fee and for services we provide which fall outside the scope of work detailed in the Matter Specification or outside any element of the scope of work for which a fixed fee has been agreed.

Where we have provided you with an estimated fee, such fee estimate is given in good faith but is only a guide and is not an agreement to provide the services for a fixed fee. Our professional fees and costs for undertaking the matter may be more or less than our indicative estimate. It is often difficult to estimate how much time will be required to complete a matter and we will revise our fee estimate as necessary as the matter progresses and inform you accordingly.

Our fees are always detailed exclusive of VAT or any other applicable tax.

CHARGING STRUCTURE: DISBURSEMENTS AND EXPENSES

Fees for our legal services do not include third party disbursements we incur on your behalf or other expenses properly and reasonably incurred by us in relation to your matter, which will be charged in addition to our fees.

Professional services provided by third parties may include counsel fees, overseas legal advice, expert fees and if such services are required, we will agree this with you and the costs for such services, in advance. We shall engage any such third party as agent on your behalf and you shall remain responsible for their fees.

We shall inform you of the fixed or estimated costs of such third parties and shall not engage such third parties on your behalf without your prior approval.

Expenses (including for example, without limitation, couriers services; specialist postal services; travel tickets) and disbursements will be invoiced to you at cost.

When we provide services ancillary to your matter the costs for these may include an element of profit and a full tariff for such internally provided services is available on request. Internally provided services include, without limitation, telegraphic transfers; catering; print room services; secretarial overtime.

We may levy a charge for retrieving and/or copying data, including documents, from storage at your request.

Where appropriate, VAT or any other applicable tax, will be applied on invoicing to the disbursements and/or expenses we have incurred related to the matter.

INCREASES TO CHARGES

Where we become aware of anything which would make the costs significantly greater than indicated in the Matter Specification including where we have only been able to provide costs for part of the matter, or where the scope of the matter changes or any of the assumptions detailed is or becomes incorrect, we shall undertake a review of the costs.

We shall inform you when we become aware that such a review will be necessary and shall issue you with an updated Matter Specification.

CONTENTIOUS WORK - COSTS RISK WARNING

If the matter becomes contentious and is determined by a Court, the Judge will decide who will be responsible for paying the parties' costs at the conclusion of any Court proceedings. The underlying principle adopted by the Courts is that the unsuccessful party should pay the costs of both parties to the case. If your case goes to trial and you win your case, you may therefore be entitled to an order for your costs against the loser. If you lose your case, you may therefore have to pay your costs and the winner's costs. If you win and secure an order for your costs, the costs you are entitled to recover are those deemed to have been properly and necessarily incurred in prosecuting your case to its final conclusion. These are called "Party and Party Costs". If agreement cannot be reached with the loser as to what those costs are, it is the Legal Costs Adjudicator who will rule on your entitlement. There may be items of work arising during the course of your case that we believe are necessary but which may not be recoverable on taxation from the other side. There may also be items of work and outlay, which, although properly and necessarily incurred, have cost more than the Legal Costs Adjudicator is willing to approve. If we advise you of such necessary work or such costs and you authorise us to complete or incur it, you will be liable to pay us for that work or additional expense, even if you cannot recover for it on adjudication. These are referred to as "Solicitor and Own Client Costs".

If you withdraw from and/or discontinue your case after it has started, or if you decide not to continue to defend your case, you are likely to be responsible not only for our costs but also the reasonable legal costs incurred by the other party in defending or prosecuting (as the case may be) the case up to the time the case was withdrawn and discontinued. In the event of your making any decision we will of course advise you in detail about the consequences including the effect of the Statute of Limitations 1957.

REQUIREMENT TO CONSIDER MEDIATION IN LITIGATION MATTERS

Before issuing proceedings, we are obliged to discuss with you whether mediation could be used as an alternative means to resolve the dispute. We will discuss the advantages of mediation and can provide you with details of people providing mediation services. If you decide to proceed with court proceedings, then we will be required to provide a statutory declaration to the courts to confirm that mediation has been considered by you. You may be penalised in costs if it is determined by a court that you were unreasonable in your decision not to consider mediation as a means to resolve the dispute.

COOLING OFF PERIOD

As detailed in the Matter Specification, we will not provide any legal services to you in respect of your matter for a period of 5 working days from the Effective Date of the Matter Specification, or the any update to the Matter Specification where expected costs have increased, unless:

- you confirm to us that you wish us to proceed;
- in our opinion, a failure to provide legal services (and thus incur costs) would be a breach of a statutory requirement or the rules of court or would prejudice your rights in a manner that cannot subsequently be rectified;
- a court orders us to provide legal services to you; or
- (should the matter involve litigation) a notice of trial has been served or a hearing date has been fixed.

PAYMENT ON ACCOUNT

From time to time we may require an advance payment on account to be applied against anticipated fees and disbursements before we can start work, and we may at any time (particularly in litigation or contentious matters and before any hearing or trial) require further sums to be paid on account.

Where a payment on account of anticipated fees or disbursements is requested, we will be unable to commence or continue to provide services to you until such payment is received.

Any payment on account of anticipated fees and disbursements will be credited against the final invoice for the matter. Funds held on account will not be credited against interim invoices which remain payable in full on receipt by you.

PAYMENTS

All monies must be paid to, and shall be released by, Addleshaw Goddard (Ireland) LLP.

No partner or member of staff is entitled to receive in his own name moneys due and/or payable to or from a client. No partner or member of staff is permitted to be a sole signatory on a client's bank or similar account.

Where we hold funds received from you or received on your behalf in our client account and an invoice is outstanding for more than 3 months, and we have made reasonable attempts to contact you in the interim but have not received instructions, we may, and you hereby confirm that is in order for us to apply any such funds against the outstanding invoice.

THE AG TEAM

The Matter Specification details the supervising Matter Partner with overall responsibility for the Matter.

You will be notified of the names and contact details for any other key AG personnel expected to work on your Matter as and when relevant.

It may be necessary to include other personnel as the matter progresses or to temporarily or permanently replace personnel with one or more individuals of equivalent skill and comparable charge out rates in the event of illness, vacation or some other unavoidable reason. Any need for additional or replacement key personnel will be communicated to you.

PRACTICE AREA SPECIFIC INFORMATION

PRACTICE AREA	LIKELY ADDITIONAL COSTS
Corporate and Commercial	<p>Subject to the scope of work detailed in the Matter Specification, some of all of the following ancillary costs are likely to be incurred in the course of providing our services:</p> <ul style="list-style-type: none"> ● Legal company search fees ● Companies Registration Office filing fees ● Company incorporation fees <p>Please be advised that, although not part of our legal service provision, there may be additional costs payable by you in respect of your transaction including:</p> <ul style="list-style-type: none"> ● Stamp duty will be payable by the buyer of a corporate entity, currently at the rate of 1% of the consideration payable. In some specific cases, the stamp duty rate is currently 7.5% (where, for example, the target company owns a non-residential property acquired for the purpose of realising a gain from its disposal and the property was or is being developed by the target company for the purpose of realising a gain from its disposal) ● If a notification to the Competition and Consumer Protection Commission (CCPC) is required in connection with the matter or transaction, a fee of currently €8,000 will be payable by you to the CCPC
Company Secretarial	<p>Company secretarial matters that do not fall within the ambit of the agreed scope of work (such as, for example, uploading financial statements, creation and maintenance of beneficial ownership register, making filings with the Registrar of beneficial ownership, preparation of minutes, resolutions and statutory forms for any special business) will be charged at the applicable hourly fee rate.</p> <p>Subject to the scope of work detailed in the Matter Specification, some of all of the following ancillary costs are likely to be incurred in the course of providing our services:</p> <ul style="list-style-type: none"> ● Legal company search fees ● Companies Registration Office filing fees

	<ul style="list-style-type: none"> ● Company incorporation fees
Banking	<p>Subject to the scope of work detailed in the Matter Specification, some of all of the following ancillary costs are likely to be incurred in the course of providing our services:</p> <ul style="list-style-type: none"> ● Companies Registration Office (CRO) fees for registering the security ● Land Registry and /or Register of Deeds fees for registering the security ● CRO and Land Registry fees for releasing any previous security ● Search fees
Dispute Resolution	<p>Subject to the scope of work detailed in the Matter Specification, some of all of the following ancillary costs are likely to be incurred in the course of providing our services:</p> <ul style="list-style-type: none"> ● Counsels' Fees ● Stamp Duty on court documentation ● Commissioners Fees on swearing affidavits ● Property Registration or Companies Registration Office searches <p>Please also see the costs risks warning for contentious matters and further information about mediation detailed above this table.</p>
Employment	<p>Subject to the scope of work detailed in the Matter Specification, some of all of the following ancillary costs are likely to be incurred in the course of providing our services:</p> <ul style="list-style-type: none"> ● Counsels' Fees ● Stamp Duty on court documentation ● Commissioners Fees on swearing affidavits ● Property Registration or Companies Registration Office searches
Real Estate	<p>Subject to the scope of work detailed in the Matter Specification, some of all of the following ancillary costs are likely to be incurred in the course of providing our services:</p> <ul style="list-style-type: none"> ● property registration fees ● Stamp Duty fees ● Land Registry fees ● search fees ● MUD Act Requisition fees ● fee for obtaining title deeds from the Bank ● fee for obtaining letter re roads and services from the local authority ● Commissioner for Oaths fees for swearing documents <p>Please be advised that, although not part of our legal service provision, there may be additional costs payable by you in respect of your transaction including:</p> <ul style="list-style-type: none"> ● Stamp duty will be payable by you, currently at the rate of [7.5% for non-residential property / where a binding contract was in place before 9 October 2019 and the subsequent deed of conveyance or transfer or lease is executed before 1 January 2020 the rate of stamp duty is 7.5% for non-residential property / 1% for residential property up to €1,000,000 / where residential property is over €1,000,000 stamp duty is calculated at 1% for the first 1 million and 2% of the balance over €1,000,000) ● If a notification to the Competition and Consumer Protection Commission (CCPC) is required in connection with the matter or transaction, a fee of currently €8,000 will be payable by you to the CCPC

Private Client (Wills)

Subject to the scope of work detailed in the Matter Specification, some of all of the following ancillary costs are likely to be incurred in the course of providing our services:

- Probate Office fees
- Share Register fees
- Stockbroker Valuation fees
- Estate Agents Valuation fees
- Commissioner for Oaths fees for swearing documents

Private Client (Probate)

Subject to the scope of work detailed in the Matter Specification, some of all of the following ancillary costs are likely to be incurred in the course of providing our services:

- Medical Report fee
- Commissioner for Oaths fees for swearing documents

Temple Chambers
3, Burlington Road
Dublin 4
Ireland
D04 RD68
Tel: +353 1 202 6400
Fax: +353 1 667 5200

LUXEMBOURG LEGAL NOTICES

The provisions detailed below are applicable to the work provided to the clients of Addleshaw Goddard (Luxembourg) LLP from our offices in Luxembourg and apply in addition to the General Legal Notices set out above.

REGULATORY REGIME AND REQUIREMENTS

Addleshaw Goddard (Luxembourg) LLP is authorised and regulated in England and Wales by the Solicitors Regulation Authority (authorisation number 828287) and its branch office in Luxembourg (address below) is registered with the Luxembourg Bar (Ordre des Avocats du Barreau de Luxembourg).

Lawyers based in our Luxembourg office are avocats à la Cour or foreign lawyers registered with the Luxembourg Bar Association. Some members may also be authorized to practice law in other jurisdictions.

PROFESSIONAL INDEMNITY INSURANCE

Addleshaw Goddard has group-wide professional indemnity insurance cover, details of which can be found in the General Notices.

Avocats registered with the Luxembourg Bar are covered by an additional indemnity insurance policy entered into on their behalf by the Bar for the duration of their registration.

46A Avenue John F. Kennedy
L-1855
Duchy of Luxembourg

DUBAI LEGAL NOTICES

The provisions detailed below are applicable to the work provided to the clients of Addleshaw Goddard (Middle East) LLP from our offices in Dubai and apply in addition to the General Legal Notices set out above.

REGULATORY REGIME AND REQUIREMENTS

Addleshaw Goddard (Middle East) LLP is a wholly owned subsidiary of Addleshaw Goddard LLP and a limited liability partnership licensed in the Dubai International Financial Centre (Commercial License Number 1200) registered with the [Dubai Financial Services Authority](#) (Reference Number F001625).

In accordance with the DIFC Regulatory Law No.1 of 2004, we are obliged to act within the scope of our DFSA license and comply with our legal and regulatory obligations as prescribed by the DFSA and/or the DIFC.

DIFC means Dubai International Financial Centre

DFSA means Dubai Financial Services Authority

Addleshaw Goddard LLP is authorised and regulated by the [Solicitors Regulation Authority](#), which is the independent regulatory body of The Law Society of England and Wales and by the Law Society of Scotland. A small number of our lawyers are regulated by other professional legal bodies including [The Bar Standards Board](#), the Institute of Trade Mark Attorneys, and in the case of lawyers admitted in other jurisdictions, the relevant regulatory body in the jurisdiction in which they are admitted to practice.

CONTENTIOUS WORK - COSTS RISKS WARNING

In DIFC Courts litigation, the DIFC Court may decide to order one party to pay the costs of another party. The DIFC Court usually orders the unsuccessful party to pay all or a part of the successful party's costs although there is no certainty about this. The successful party usually recovers a proportion of its costs from the unsuccessful party although there is no certainty about this.

You should be aware that:

- If you make an interim application to the DIFC Courts which does not succeed you may have to pay the other side's costs, usually within 2 weeks, unless another date is set by the Court
- If you lose the case you may have to pay the other side's costs and it is not usually possible for you to withdraw from the case without dealing with the issue of those costs
- Costs awarded on a standard basis have to be proportionate to the value of the dispute and reasonable, (with any doubt resolved in favour of the paying party). Recovered costs rarely exceed 60-70% of actual expenditure when assessed on the standard basis. The position is different if costs are awarded on an indemnity basis. In that case costs only have to be reasonable and the Court will resolve any doubt which it may have as to whether costs were reasonably incurred or were reasonable in amount in favour of the receiving party
- You will still be liable to pay our invoices in full even if the other party fails to pay the costs awarded to you by the Court
- Issues which the DIFC Courts may take into account in assessing the costs payable or recoverable include:
 - efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures
 - the effects of payments into court and offers of settlement
 - the complexity and size of the matter and the difficulty or novelty of the questions raised
 - the skill, effort, specialised knowledge and responsibility involved
 - the time spent
 - the place and circumstances in which the work was done

If the other side is or becomes legally aided it is highly unlikely that you will recover your costs even if you are successful.

If you are unsuccessful, or the court so orders for some other reason, you may be ordered to pay the other side's costs.

We will discuss with you whether the likely outcome will justify the expense/risk.

CONTENTIOUS WORK – PAYING FOR YOUR CASE

Legal expenses insurance may be included in your contracts of insurance and you should check your policies to see if you are covered. Your policy may cover your costs and/or your liability to pay the other side's costs. If you believe you are covered, please discuss this with us so that we can assist you in notifying your insurer. If you do not have legal expenses insurance, you may be able to purchase insurance to cover you in the event that you have to pay the other side's costs.

Level 6, Burj Daman Tower
Dubai International Finance Centre
PO Box 506555, Dubai
United Arab Emirates
Tel: +971 4 350 6400
Fax: +971 4 354 4944

OMAN LEGAL NOTICES

The provisions detailed below are applicable to the work provided to the clients of Addleshaw Goddard from our offices in the Sultanate of Oman and apply in addition to the General Legal Notices set out above.

REGULATORY REGIME AND REQUIREMENTS

Nasser Al Habsi & Saif Al Mamari Law Firm is licensed by the Ministry of Justice of Oman (Registration Number 67/2013) and operates in Oman in association with Addleshaw Goddard (Middle East) LLP.

Addleshaw Goddard (Middle East) LLP is a wholly owned subsidiary of Addleshaw Goddard LLP and a limited liability partnership licensed in the Dubai International Financial Centre (Commercial License Number 1200) registered with the [Dubai Financial Services Authority](#) (Reference Number F001625).

Addleshaw Goddard LLP is a limited liability partnership registered in England and Wales and is authorised and regulated by the [Solicitors Regulation Authority](#), which is the independent regulatory body of The Law Society of England and Wales and by the Law Society of Scotland. A small number of our lawyers are regulated by other professional legal bodies including [The Bar Standards Board](#), the Institute of Trade Mark Attorneys, and in the case of lawyers admitted in other jurisdictions, the relevant regulatory body in the jurisdiction in which they are admitted to practice.

Nasser Al Habsi & Saif Al Mamari Law Firm Tax Card Number: 8132552

Nasser Al Habsi & Saif Al Mamari Law Firm
Beach One,
Shatti Al Qurum,
PO Box 4, PC 102
Al Qurum,
Sultanate of Oman
Tel: +968 2495 0700
Fax: +968 2464 9044

QATAR LEGAL NOTICES

The provisions detailed below are applicable to the work provided to the clients of Addleshaw Goddard (GCC) LLP from our offices in Qatar and apply in addition to the General Legal Notices set out above.

REGULATORY REGIME AND REQUIREMENTS

Addleshaw Goddard (GCC) LLP is a wholly owned subsidiary of Addleshaw Goddard LLP and a limited liability partnership incorporated in the Qatar Financial Centre (QFC No. 00174) licensed by the [Qatar Financial Centre Authority](#).

Addleshaw Goddard LLP is a limited liability partnership registered in England and Wales and is authorised and regulated by the [Solicitors Regulation Authority](#), which is the independent regulatory body of The Law Society of England and Wales and by the Law Society of Scotland. A small number of our lawyers are regulated by other professional legal bodies including [The Bar Standards Board](#), the Institute of Trade Mark Attorneys, and in the case of lawyers admitted in other jurisdictions, the relevant regulatory body in the jurisdiction in which they are admitted to practice.

Level 44,
Tornado Tower,
PO Box 27774
West Bay,
Doha,
State of Qatar
Tel +974 4019 0300
Fax +974 4458 1819

SAUDI ARABIA LEGAL NOTICES

The provisions detailed below are applicable to the work provided to the clients of Addleshaw Goddard LLC from our offices in Kingdom of Saudi Arabia and apply in addition to the General Legal Notices set out above.

REGULATORY REGIME AND REQUIREMENTS

Addleshaw Goddard LLC is a professional limited liability company, registered under commercial registration number 1010961474 and having a fully paid capital of SAR (500,000) and is licensed to practice in the Kingdom of Saudi Arabia under Ministry of Justice license number 450122000020.

9th floor, Hital Tower,
King Fahad Branch Road
As Sahafah District
Riyad 13315,
Saudi Arabia

SINGAPORE LEGAL NOTICES

The provisions detailed below are applicable to the work provided to the clients of Addleshaw Goddard LLP from our offices in Singapore and apply in addition to the General Legal Notices set out above.

REGULATORY REGIME AND REQUIREMENTS

Addleshaw Goddard LLP is authorised and regulated by the [Solicitors Regulation Authority](#) (with registered number 440721), which is the independent regulatory body of The Law Society of England and Wales and by the Law Society of Scotland, and is licensed by the Attorney General's Office of Singapore to practise law in Singapore as a Licensed Foreign Law Practice and registered with ACRA (with registration number T12FC0039C).

CONTENTIOUS WORK (ENGLAND & WALES) - COSTS RISK WARNING

In litigation, the Court may decide to order one party to pay the costs of another party. The Court usually orders the unsuccessful party to pay all or a part of the successful party's costs although there is no certainty about this. The successful party usually recovers a proportion of its costs from the unsuccessful party although there is no certainty about this. You should be aware that, in a case heard in a court in England and Wales:

- If you make an interim application to Court which does not succeed you may have to pay the other side's costs, usually within 2 weeks
- If you lose the case you may have to pay the other side's costs and it is not usually possible for you to withdraw from the case without dealing with the issue of those costs
- Costs awarded have to be proportionate to the value of the dispute and, in the ordinary course, recovered costs rarely exceed 60-70% of actual expenditure
- You will still be liable to pay our invoices in full even if the other party fails to pay the costs awarded to you by the Court
- Issues which the Court may take into account in assessing the costs payable or recoverable include:
 - efforts made before and during the proceedings to try to resolve the dispute, including the appropriate use of mediation and other alternative dispute resolution procedures
 - the effects of payments into court and offers of settlement
 - the complexity and size of the matter and the difficulty or novelty of the questions raised
 - the skill, effort, specialised knowledge and responsibility involved
 - the time spent
 - the place and circumstances in which the work was done

If the other side is or becomes legally aided it is highly unlikely that you will recover your costs even if you are successful.

If you are unsuccessful, or the court so orders for some other reason, you may be ordered to pay the other side's costs. We will discuss with you whether the likely outcome will justify the expense/risk.

CONTENTIOUS WORK (ENGLAND & WALES) – PAYING FOR YOUR CASE

Legal expenses insurance may be included in your contracts of insurance and you should check your policies to see if you are covered. Your policy may cover your costs and/or your liability to pay the other side's costs. If you believe you are covered, please discuss this with us so that we can assist you in notifying your insurer. If you do not have legal expenses insurance, you may be able to purchase insurance to cover you in the event that you have to pay the other side's costs.

FINANCIAL SERVICES AND INSURANCE MEDIATION

Addleshaw Goddard is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. In addition, our Scottish offices are licensed by the Law Society of Scotland to carry on incidental financial business which includes insurance mediation activity. This part of our business, including redress if something goes wrong is regulated by the Solicitors Regulation Authority for work undertaken from an office in England and

Wales and by the Law Society of Scotland for work undertaken from an office in Scotland. The register can be accessed via the Financial Conduct Authority website at: <http://www.fca.org.uk/register>.

While we may provide advice to clients in relation to a matter which involves or relates to an investment, we are only able to provide such advice on a limited basis where an exemption under FSMA applies. Exemptions include the provision of the advice where it is an incidental part of the professional services we have been engaged to provide; where the advice can reasonably be regarded as a necessary part of our professional services or where the provisions of FSMA otherwise permit us to give the advice.

10 Collyer Quay
#40-00
Ocean Financial Centre
Singapore 049315
Tel +65 6808 6230
Fax +65 6808 6231

DEFINITIONS AND INTERPRETATION

In these Legal Notices, the following expressions shall have the following meanings:

Addleshaw Goddard means Addleshaw Goddard LLP together with each AG Entity

Addleshaw Goddard LLP means Addleshaw Goddard LLP a limited liability partnership incorporated in England and Wales with registered number OC318149, authorised and regulated by the Solicitors Regulation Authority and by the Law Society of Scotland and whose registered office is at Milton Gate, 60 Chiswell Street, London EC1Y 4AG and any successor practice

Addleshaw Goddard (Europe) LLP means Addleshaw Goddard (Europe) LLP a limited liability partnership incorporated in England and Wales with registered number OC428995, which is an AG Entity and member of the AG Group, whose registered office is at Milton Gate, 60 Chiswell Street, London EC1Y 4AG and whose trading address is 29-31 Rue de Courcelles, 75008 Paris, France

Addleshaw Goddard (GCC) LLP means Addleshaw Goddard (GCC) LLP, a wholly owned subsidiary of Addleshaw Goddard LLP and a limited liability partnership incorporated in the Qatar Financial Centre (QFC No. 00174) and licensed by the Qatar Financial Centre Authority

Addleshaw Goddard (Germany) LLP means Addleshaw Goddard (Germany) LLP a limited liability partnership incorporated in England and Wales with registered number OC427247, which is an AG Entity and member of the AG Group, whose registered office is at Milton Gate, 60 Chiswell Street, London EC1Y 4AG and whose trading address is Alter Wall 32, 20457 Hamburg, Germany

Addleshaw Goddard (Ireland) LLP means Addleshaw Goddard (Ireland) LLP, a limited liability partnership authorised by the Legal Services Regulatory Authority, whose registered office is at Temple Chambers, 3 Burlington Road, Dublin 4, D04 RD68

Addleshaw Goddard LLC means Addleshaw Goddard LLC, a professional limited liability company registered under commercial registration number 1010961474, having a fully paid capital of SAR (500,000), licensed to practice in the Kingdom of Saudi Arabia under Ministry of Justice license number 450122000020, operating from 9th floor, Hital Tower, King Fahad Branch Road, As Sahafah District, Riyadh 13315, Saudi Arabia

Addleshaw Goddard (Luxembourg) LLP means Addleshaw Goddard (Luxembourg) LLP a limited liability partnership incorporated in England and Wales with registered number OC438737, which is an AG Entity and member of the AG Group, whose registered office is at Milton Gate, 60 Chiswell Street, London EC1Y 4AG and whose trading address is 46A Boulevard John F. Kennedy, Luxembourg L-1855

Addleshaw Goddard (Middle East) LLP means Addleshaw Goddard (Middle East) LLP, a wholly owned subsidiary of Addleshaw Goddard LLP and a limited liability partnership licensed in the Dubai International Financial Centre (Commercial License Number 1200) and registered with the Dubai Financial Services Authority (Reference Number F001625)

Nasser Al Habsi & Saif Al Mamari Law Firm means Nasser Al Habsi & Saif Al Mamari Law Firm, an AG Entity, licensed by the Ministry of Justice in Oman and operating in association with and controlled by Addleshaw Goddard (Middle East) LLP and whose trading address is Unit 402, Beach One, Building 37, Way 2601, Al Sarooj, Muscat, Sultanate of Oman

Addleshaw Goddard Singapore means the branch of Addleshaw Goddard LLP which operates in Singapore

AGID means AG Intelligent Delivery Limited, a wholly owned subsidiary of Addleshaw Goddard LLP and a limited company incorporated in England and Wales with registered number 11669777, whose registered office is at Milton Gate, 60 Chiswell Street, London EC1Y 4AG and any successor practice

AG Entity means any entity owned or controlled by Addleshaw Goddard LLP or any of its partners (other than Addleshaw Goddard LLP), or owned or controlled by any other AG Entity or any of such AG Entity's partners, or any other partnership, entity or practice authorised to use the name "Addleshaw Goddard" including Addleshaw Goddard (Europe) LLP, Addleshaw Goddard (GCC) LLP, Addleshaw Goddard (Germany) LLP, Addleshaw Goddard (Ireland) LLP, Addleshaw Goddard LLC, Addleshaw Goddard (Luxembourg) LLP, Addleshaw Goddard (Middle East) LLP and Nasser Al Habsi & Saif Mamari Law Firm and **AG Entities** shall be construed accordingly

AG Group means Addleshaw Goddard LLP, AG Entities and AG Individuals

AG Individual means any partner, director, officer or employee of, or any consultant or other advisor to, Addleshaw Goddard LLP or any AG Entity such as English qualified solicitors, barristers, trainee solicitors, paralegals, lawyers qualified in other jurisdictions and support staff and **AG Individuals** shall be construed accordingly

DP Law means all applicable Law relating to data protection, the processing of personal data and privacy in force anywhere in the world from time to time, including (a) The Data Protection Act 2018; (b) UK General Data Protection Regulation, Retained Regulation (EU) 2016/679 (**UK GDPR**); and (c) EU General Data Protection Regulation, Regulation (EU) 2016/679 (**EU GDPR**); and **processing, controller, processor, personal data, personal data breach, data subject** and **supervisory authority** shall have the meanings given to them (or nearest equivalent terms) in the applicable DP Law

Law means, in any jurisdiction in which Addleshaw Goddard provides services, applicable: (a) common law; (b) case law; (c) legislation, enactment, statute, statutory instrument, regulation, by-law; ordinance or subordinate legislation; (d) statutory, industry or other professional regulations, rules, codes, guidance, regulations, practice directions, instruments and provisions

Losses means all losses, liabilities, fines, damages, costs and expenses including legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties

partner means someone who is a member of Addleshaw Goddard LLP or a member or partner of any AG Entity or an employee or consultant with equivalent standing based on their experience and/or qualifications. A list of our members' names may be inspected at our registered offices

Processing Notice means information required to be provided to a data subject where personal data has been collected from or obtained in respect of such data subject, as set out in Article 13 and Article 14 of the GDPR or any similar requirement under DP Law

we, us, and **our,** means Addleshaw Goddard LLP or such other AG Entity with which the client has entered into a contract to provide services

you means the client, being the person or persons identified by us as having provided our instructions and to whom we are providing the services and **your** shall be construed accordingly

use of the words **other, includes, including, for example** and **in particular** and similar words or phrases, do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as preceding words where a wider construction is possible

references to us carrying out **work** for or providing **advice** to our clients, include all aspects of our services, for example drafting documents, negotiating on our client's behalf and advising on the Law

any reference to **liability** means that, notwithstanding any provision in these Legal Notices which details the extent to which the liability of entities and individuals within the AG Group is limited or excluded, nothing in these Legal Notices shall limit or exclude the liability of any entity or individual within the AG Group for:

- death or personal injury arising out of negligence
- fraudulent misrepresentation or
- any other matter which cannot be limited or excluded by Law

use of the words **expressly agreed** means we have given prior consent in writing

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