

ADL | ADL SOLICITORS

Main Line: 0200 888 0300
Italian Department: 0207 929 4311
www.adlsolicitors.com

Matter Partner: Mr Nick Lockett, Solicitor, Barrister, Arbitrator, Higher Rights Advocate
Direct Email: Nick@adlsolicitors.com
DDI: 0200 888 0250. M: 0796 244 8000
SRA ID 213086 Inner Temple 30499

This letter is addressed to the Board

CLIENT RETAINER REQUEST / ENGAGEMENT REQUEST CORPORATES AND ITS DIRECTOR(S)

The Initial Instruction Pack is available at www.adlsolicitors.com/ClientCare.pdf and subject to our terms as set out herein and periodically at www.adlsolicitors.com/Terms.pdf. (Terms may be updated by publication on the website and are immediately effective.). Please familiarise yourself with these.

ADL Solicitors is requested to act immediately and the client understands by making this request that the client waives any right to cancel within any cooling off period.

YOUR COMPANY IS DEEMED TO HAVE ACCEPTED THIS AGREEMENT IF YOU INSTRUCT US AFTER HAVING RECEIVED OUR ENGAGEMENT TERMS.

<u>CLIENT NAME:</u>	
	<small>If 2 or more clients are engaged, in the event that a conflict of interest arises, the solicitors may determine which client to continue to represent</small>
<u>BILLING ADDRESS</u>	
<p>COMPANIES & DIRECTORS: Where we act for companies, this will also entail giving advice to “Directors” about their obligations and therefore unless the contrary is stated, both the incorporated entity and its “Directors” will be deemed clients and each jointly and severally responsible for the fees incurred.</p> <p>Directors for these purposes includes any person utilising the title Director (such as “Director of Sales” or “Marketing Director”, whether or not actually sitting on the Board) as well as Board Members. (Individual liability is limited to those fees incurred whilst an individual is a board member or while an individual is holding out themselves as a board member by using a title of Director.</p>	

Any offer contained in a letter or email is “subject to separate contract” unless the contrary is stated.

(Mail service may not be effective for 72 working hours after delivery to this address unless personally signed-for by a partner of the firm).

All work subject to terms and conditions of engagement and limitations set out in client handbook and as set out on our website

Late Payment of fees incurs statutory interest in accordance with the Late Payment of Commercial Debts [Interest] Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. Insured Endurance Worldwide via Lockton | Our liability is limited to £3M being the limit of our insurance policy and it is a condition of business that Directors &/or Partners are not individually liable; however, this limitation does not apply to fraud by a Partner or for death or personal injury caused directly by our negligence which the law does not permit to be excluded. Higher insurance limits can be arranged for additional cost but are subject to written contract in that respect. | Complaint details are available via our website.

Authorised and Regulated by Solicitors Regulatory Authority (ADL Solicitors Ltd # 643871 Companies House 10400870).

Partners & Directors: see Companies House | The terms “Partner” and “Partner-Designate” represents a designation of “partner” being the seniority of a lawyer as commonly used in the legal profession. Designated partner list available on request at the offices of the firm. | Meetings normally will be, & telephone calls may be, recorded for training, compliance & record keeping purposes. | COLF COLP Gerardo Aprotivolo

Although solicitors owe a primary duty to clients to disclose all relevant facts, ADL reserve the right to enter into “counsel-to-counsel” discussions with barristers or solicitors
Information disclosed on a counsel-to-counsel basis will not be disclosed to clients, but may influence advice given. Settlement Offers are subject to separate contract.

BUSINESS & COMMERCIAL, LAW (including Employment and Insurance) | FRANCHISING LAW | INTELLECTUAL PROPERTY, BRAND PROTECTION & INFRINGEMENT
| ITALIAN LAW | IT, E-COMMERCE, COMMUNICATIONS & TECHNOLOGY LAW | LITIGATION (COMPLEX), ARBITRATION AND MEDIATION,
PROFESSIONAL & MEDICAL NEGLIGENCE | PLANNING LAW

Lh2021GA

<p>CREDIT: By asking us to provide credit for fees, (i.e. by not paying in advance,) you agree that each Company Director is jointly and severally liable for fees incurred as a result of instructions.</p>	
<p><u>Nature of Engagement</u></p>	
<p><u>PREFERRED METHOD OF CONTACT & PERSONS ENTITLED TO INSTRUCT US:</u></p>	<p><u>NOTE: TO PRESERVE THE PRIVILEGE SHELL, LIAISON MAY BE VIA THIRD PARTIES IF ENGAGED BY ADL SOLICITORS UNDER CLIENT CONFIDENTIALITY & PRIVILEGE AGREEMENTS –</u></p>
<p><u>Nature of Business</u></p>	
<p><u>MATTER DESCRIPTION:</u></p>	<p>General Retainer all matters</p>
<p><u>Fees</u></p> <p>Fees are automatically billed and unless otherwise notified based on our published fee rate. £ 575 to £ 425 + VAT per hour Partner (Partner and matter dependent) £ 425 to £ 350 + VAT per hour Senior Associate (Associate and matter dependent) £ 350 to £ 275 + VAT per hour Junior Associate £ 275 to £ 250 + VAT per hour Paralegal (Our fee rates are periodically updated and will be mailed to you). They are binding when published or emailed to you whichever is the earlier.</p> <p>Where there is agreed staged-fee work where we agree a budget for the work, payment falls due immediately upon work starting and where paid in advance.</p> <p>Estimated Delivery Times may be extended where additional information is required and where there is a delay in providing this to ADL Solicitors.</p>	
<p><u>YOUR COMPANY IS DEEMED TO HAVE ACCEPTED THIS AGREEMENT IF YOU ENGAGE US AFTER HAVING RECEIVED OUR ENGAGEMENT TERMS.</u></p>	
<p><u>Terms Used</u></p> <p>Fixed Fees Agreed: A Fixed Fee is an agreed fee for a particular set of work or for a particular next step in matters such as litigation or a review of a contract. Once such work is accepted, the full fee becomes payable even if the work is subsequently cancelled before delivery of services in whole or in part. Fixed Fees are only valid if agreed in writing.</p> <p>Minimum Fees Certain work is taken on upon the basis of minimum fee payable in which case this will be notified at the outset. Work will usually be provided in stages but once Once such work is accepted, the full fee becomes payable even if the work is subsequently cancelled before delivery of services in whole or in part.</p> <p><u>Staged Fees Agreed:</u> A Staged Fee is where we agree that the next stage of the work will be carried out accordingly to particular parameters for a</p>	

continuation

particular fee.
 Work outside those parameters will be charged at appropriate hourly rates

Where no Fixed Fee letter is received, you should assume Hourly Rates apply.

Interest is charged on late payment at 8% above MLR base rate.

We may utilise cloud delivery of documents and invoices. A Cloud delivery account will always include a fee area

Lawyers means any lawyer trained in Geographic Europe (usually the EU and Russia) or Australia/New Zealand. Fixed Fees if agreed are subject to written quotation, otherwise please treat as estimates.

(See Limitations Below). All Rates are ex-VAT and VAT if applicable will be added.

For Fixed Fees see www.adllegal.com/FixedFees.pdf

These matters are not Entire Representation matters and ADL Solicitors has the right to cease to represent you if at any time fees are not promptly paid and/or if any of our staff are subject to abusive communications or inappropriate action or if unlawful actions are requested.

(See Client Care booklet). We are also entitled at our entire discretion to cease to represent you where you fail to take our advice and where continuing to act for you could result in embarrassment to the firm or in our opinion risks adverse risk and/or costs consequences to the firm. Fees are due when billed and non-refundable. Automatic billing may apply. Calls may be automatically recorded.

YOUR COMPANY IS DEEMED TO HAVE ACCEPTED THIS AGREEMENT IF YOU ENGAGE US AFTER HAVING RECEIVED OUR ENGAGEMENT TERMS.

<p>Authorisation Signature:</p> <p>The Client hereby confirms that they have received the Client Care and Litigation Letter and been notified about complaints procedures and accepts the ADL Solicitors terms of engagement and conditions of business of ADL Solicitors as published and provided from time to time (including the liability limitations and exclusions) and acknowledges that these may be amended on notice from time to time and that this is not a contract of entire representation but may be terminated at any time by ADL Solicitors, including upon any failure to pay fees or required disbursements as requested by ADL Solicitors.</p> <p>By issuing this signature, alternatively continuing to instruct us as your solicitors I/We confirm that we have the authority and permission of the Management Board to enter into this Contract on behalf of that business and the authority of each of the Directors/Partners individually (as defined above) to enter into this arrangement with the solicitors and that the Directors/Partners are jointly and severally liable for the ADL Fees and disbursements. It is only on these grounds that ADL Solicitors may not seek full payment in advance.</p> <p><u>Disbursements for Counsel must always be paid in advance.</u></p> <p>The signatory Director personally warrants the accuracy of this statement.</p> <p>We request that you act immediately and to the extent that these exist, we waive our rights to cancel within any cooling off period whether under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or otherwise.</p>	<p>For and on Behalf of the above Company</p> <p>.....Authorised Signatory</p> <p>.....Name</p> <p>.....Position</p> <p>ADL Solicitors is only authorised to give advice in relation to English Law and European Supra-National Law. Certain lawyers are qualified in other European jurisdictions and may be entitled to provide law in relation to those European jurisdictions, (such as Italy).</p>
---	---

- Please remember that for corporate engagements we will need
- (i) details of your website,
 - (ii) details of your corporate registrations, such as certificate of incorporation;
 - (iii) the names of your board of Directors,
 - (iv) passports of at least 2 of your directors (These can be provided in person or remotely via notarised by a notarial agent or certified by a qualified attorney/solicitor. If you have difficulty with this please email moneylaundering@adlsolicitors.com and we will advise you of alternative ways to verify).
 - (v) the details of any person holding more than 25% of the shares or equity of the entity and their passports (see for Directors)
 - (vi) corporate minutes appointing us.
 - (vii) details of the public register on which your company is listed
- Other details may be requested by us from time to time.

SECURITY OF DOCUMENTS

YOUR RECOMMENDED SECURITY OPTION IS OPTION C

As part of regulatory streamlining we now hold all documents internally and within cloud storage and as from about May 2019, no third party consultants, not even lawyers we work with on your other matters, will have access to these.

In the past, all documents have been secured but once anyone has access they have been able to open and amend documents. As part of our continuing improvement of client security, from May 2019, we are implementing AES encryption both to open documents and to modify documents, which means that even if a document sits on your server, it needs access passwords to be read and access passwords to be modified. This will apply to all documents written in word. At the completion of a document, you will receive a read-only document (i.e. one that is only available with an "open" password and which cannot be modified). At your request, we will happily provide .pdf copies of completed documents either with or without similar password protection.

YOUR OPTIONS: Please tick one box only (This can be changed at any time by calling the relevant partner).

OPTION A

Please use a separate password to a) open documents and b) to modify documents for each and every document (recommended only for the most secure and sensitive of deals);

RECOMMENDED ONLY FOR THE MOST SENSITIVE OF MATTERS. This means that every document from us has a different password to open and a different password to modify. So if you receive 30 documents and 20 letters from us, you will have to manage 80 passwords. Additional Administration Charges of £20 per document will apply to this option.

OPTION B

A separate password to a) open documents and b) to modify documents for each and every deal (i.e. documents in each deal are secured under i) a password to open and ii) a different password to modify, but the same passwords apply to every document in that deal);

This means that you get one open and one modify password per deal or per matter, so if you have 14 deals/matters over a year you are managing 28 passwords.

Additional Administration Charges of £25 per deal and £10 per document will apply to this option.

OPTION C

A separate password to a) open documents and b) to modify documents.

This will apply to all documents.

(You can ask for this to be changed at any time, such as if a key person changes, but this change of password will not apply to documents already sent to you). This means that you get one open and one modify password only, although you can ask for new ones at any time for example if staff leave. It means you only normally manage 2 passwords but any staff can read any document if they know the password for any previous document. This is the least secure of the secure communications options.

Additional Administration Charges of £250 one off set up fee

OPTION D : Default Option if no documents security boxes are checked

No encryption (not recommended). Anyone getting access to the document can read it.