

Fiduciary Business Services Limited

TERMS OF ENGAGEMENT

IMPORTANT PRELIMINARY POINTS

1. These are the standard terms Fiduciary Business Services Limited, and will apply to all instructions which we receive from you, unless we have written to agree specific variations to them.
2. Fiduciary Business Services Limited is an unregulated limited liability company incorporated in the United Kingdom.
3. Fiduciary Business Services Limited will procure legal services from Stuart Pryke in his separate capacity as an independent barrister regulated by the Bar Council and the Bar Standards Board. When carrying out legal services as a barrister, Stuart Pryke operates under the trade name Fiduciary Legal. Fiduciary Legal's terms of engagement are attached at Schedule 1.
4. Where we procure Fiduciary Legal to provide legal services to you Stuart Pryke will provide those services directly to you under the separate terms and conditions set out in Schedule 1 and under no circumstances will such legal services be provided by Fiduciary Business Services Limited but any fees payable in respect of Fiduciary Legal's services will be paid only to Fiduciary Business Services Limited. In providing legal services as a barrister under the trade name Fiduciary Legal, Stuart Pryke carries professional indemnity insurance further details of which are provided in Schedule 1.
5. Fiduciary Business Services Limited does not provide any legal services (as defined in the Code of Conduct of the Bar of England and Wales) and is not regulated by the Bar Council or the Bar Standards Board, nor does it hold itself out as a solicitors' firm or provide any 'reserved legal activity' as defined in the Legal Services Act 2007 but we may provide other forms of service to you.
6. All references in these Terms of Engagement (but not including Schedule 1) to "we" or "our" are references to Fiduciary Business Services Limited but where we are procuring the services of Fiduciary Legal then the terms "we" and "our" also include Fiduciary Legal as the context requires.

CALCULATION OF OUR CHARGES

7. Depending on the nature of the matter for which we are engaged, we may be able to agree a fixed or scale charge with you. In other cases, the amount of time spent in dealing with each matter is central to the amount of the charge. This is so even if a matter does not progress to a successful conclusion. When we have given an estimate of our charges, it is always on the basis that we will encounter no difficulties or unexpected delays. We may charge for extra work arising out of such complications, but we will inform you if our estimate may be significantly exceeded. All charges are made by and payable only to Fiduciary Business Services Limited and not Fiduciary Legal.
8. A careful record will be kept of the amount of time spent with any aspect of a matter. Routine letters and phone calls are charged at a minimum of 10 minutes each unless a greater time is actually spent. If you wish, you may stipulate a limit to the amount of charges incurred, by writing to us to fix a sum. Once that limit is reached, we will advise you, and we will not take any further action, nor incur further charges, without your agreement unless we consider it necessary in exceptional circumstances in order to protect your interests and we have been unable to contact you.
9. In some cases the final charge will reflect only the value of time spent, at the hourly charging rates of the person who has carried out the work. In others, factors such as value, speed, importance, difficulty, novelty, complexity, urgency, or any unusual feature, may also be relevant – if so, they may enhance the final charge. In the absence of any written agreement to the contrary the hourly charging rates will be as follows (exclusive of VAT if applicable):

Stuart Pryke – £675 per hour

Marina Starkova – £375 per hour

Consultants – as may be agreed

10. We can supply more information about the charging rates of anyone dealing with your matter, or about how a charge has been calculated, if you ask us.

DISBURSEMENTS AND COMMISSIONS

11. When we have incurred expense on your behalf, we are entitled to recover that cost from you, in the same way that we can recover charges. The term "fees" includes our charges and any disbursement.
12. In certain circumstances, commission or other benefits may be payable to us as a result of the instructions. Any commissions payable to us will be notified to you. You consent to such commission or other benefit being retained by us without our being

liable to account to you for such amounts. We will not be liable to pay to you any such commission paid to us but we may take it into account in determining our fee.

TERMINATION

13. You may terminate our services at any time by notice in writing. We reserve the right to cease acting for you at any time including, but not limited to, when:
 - (a) you have not complied with these terms or any other terms agreed in writing; or
 - (b) we have not received adequate instructions from you within a reasonable time of request, or we perceive in our discretion that the necessary relationship of mutual trust and confidence required for a workable relationship no longer exists; or
 - (c) we are unable to complete our standard due diligence process which we follow as part of our compliance procedures; or
 - (d) it becomes required by law or ethical considerations for us to cease to act for you; or
 - (e) any invoice has not been paid within 3 weeks of being rendered or we consider that payment of our fees and disbursements may be at risk.

If you or we decide that we will stop acting for you, you will remain liable to pay us our professional fees for services rendered and disbursements incurred by us up to the date of termination of our retainer.

OUR RESPONSIBILITIES

14. We will provide our services with reasonable skill and care and in accordance with the professional standards expected of us and in a timely manner.
15. The nature, extent and content of any services we provide will be determined by the specific nature, scope and limitations of the instructions, as well as the amount and accuracy of information provided to us and the timescale within which you require our services to be provided.
16. If, at your request, we provide our advice or services in an abbreviated format or timescale, you acknowledge that you will not receive all the information you would have done had we provided a full written report or had more time in which to carry out the work.
17. If general advice is provided, the applicability of this will depend on the particular circumstances in which it is to be used by you (of which we might not be aware) and should be viewed accordingly. In relation to any particular transaction, specific advice on that transaction should always be sought and all material information provided to us.
18. We rely upon the accuracy of information provided to us by you, or by others on your behalf. We will not normally seek to verify or check any information provided to us by you and you acknowledge that we shall be entitled to rely on such information when carrying out your instructions.
19. The advice or other service provided by us is to be used for the purposes of the matter for which we were engaged and we are not responsible for its use for a different purpose or in a different context.
20. Unless you inform us to the contrary in writing, we may correspond by means of the Internet or other electronic media. Although we will take reasonable steps to safeguard the security and confidentiality of the information transmitted, you acknowledge that we cannot guarantee its security and confidentiality. It is our policy to check all correspondence with anti-virus software; however, we cannot guarantee that email transmissions will be free from viruses.

YOUR RESPONSIBILITIES

21. It is your responsibility in relation to our engagement with you to promptly provide us with complete and accurate instructions and all necessary information and to carry out any other reasonable requests made to you or others under your control. We will not be responsible for any direct or indirect consequences which may arise from any delay or failure by you to do so and these may also result in additional fees for which we may raise invoices.
22. You remain responsible for any commercial decisions that you make, and due regard must be given to the restrictions on the scope of our work and other factors, commercial and otherwise, of which you and your other advisers are, or should be, aware by means other than our work.

CLIENT CARE COMMITMENT

23. If there is a clash of commitments or other matters beyond our control such that we are not able to assist you properly we will notify you promptly and assist you in finding an alternative professional to deal with your matter and we will also discuss the cost implications of using an alternative professionals.

24. We aim to satisfy all of our clients. If there is any aspect of our service which you wish to discuss, and upon which the person dealing with the matter has not been able to satisfy you, please raise your particular concern with Stuart Pryke. The sooner you do this, the better.

CONFLICTS OF INTEREST

25. We provide a range of services for a number of clients and may be in a position where we are providing services to companies and organisations which you might regard as giving rise to a conflict of interest. Whilst we have established procedures to identify such situations, we cannot be certain that we shall identify all of those which exist or may develop, in part because it is difficult for us to anticipate what you might perceive to be a conflict. We request that you notify us of any potential conflict affecting the instructions of which you are, or become, aware. Where the above circumstances are identified and we believe that your interests and the interests of any other client with conflicting interests can be properly safeguarded by the implementation of appropriate procedures, we propose to discuss and agree with you the arrangements that we shall put in place to preserve the confidentiality and to ensure the advice and opinions which you receive from us are independent. Just as we shall not use confidential information relating to you for the advantage of a third party, we shall not use confidential information obtained from any other party for your advantage.
26. Before taking on a new client or a new matter for an existing client it will often be appropriate and desirable for us to carry out a conflicts search to ensure that we are not already acting for a client in the same or a related matter who has or may have an interest in the matter which conflicts or may conflict with the interests of the potential new client. The information which may be provided by us internally concerning such potential new client or new matter in carrying out such a conflicts search is confidential to the potential new client and we are required to treat it as such. If such information should happen to relate to you or your matter you accept and agree that we have no duty in such a situation to disclose such information to you and that any duty of disclosure of material information to you which we may otherwise have does not arise in the context of such a conflicts search.
27. Stuart Pryke is a director of Fiduciary Business Services Limited. Unless specifically stated otherwise in any letter of engagement with you, Stuart Pryke as principal of Fiduciary Legal will be procured to provide legal services to you in his capacity as an independent barrister by Fiduciary Business Services Limited. Accordingly you expressly waive any claims or rights of any nature which you may have arising as a result of any conflict of interest which may exist by reason of Stuart Pryke's role in providing legal services to you as a barrister and by reason of him also being a director of Fiduciary Business Services Limited

PAYMENT OF OUR FEES

28. You will usually receive the final bill when we conclude the matter. Before that we may ask you to make payments on account, i.e. advance payments to cover fees. We may also submit interim bills when a matter is partly concluded, especially in long-running matters.
29. In the case of instructions received from a limited company, we may ask for a written guarantee for payment of our fees from one or more directors or shareholders, and may suspend work until these have been completed to our satisfaction. If we state that this is a requirement we will not undertake substantial work until a signed copy of such written guarantee has been returned to us.
30. Any bill submitted must be paid within three weeks. Unless you tell us otherwise in writing, we may apply any of your money we hold to your credit to payment of any bill due to us, 3 weeks after the bill has been delivered to you. On overdue accounts, we have the right to charge interest from the date of the bill at 2% over Barclays base rate.
31. We may immediately suspend all work on your behalf, if you do not make a payment on account when requested, or if payment of any bill is overdue.
32. VAT is usually chargeable on our fees, and (unless stated in writing) is not included in any estimate given. Our VAT Registration number is:- 978 3244 79

LIMITATIONS ON LIABILITY, DATA PROTECTION AND POINTS TO NOTE

33. In the event that there is a claim of any sort against us by you, our liability to you will in any case be limited to the amount of fees we have received from you. This is agreed by you as being a reasonable restriction on our liability to you, unless we have agreed a different arrangement with you in writing.
34. Fiduciary Business Services Limited is a limited liability company and under no circumstances will any of our directors, officers, consultants or employees be personally liable to you for the activities of the company or any loss which you may suffer as a result of the activities of the company.
35. Unless we have written to you accepting responsibility to advise on the tax implications of any transaction, we have no such liability or responsibility.
36. Where we engage the services of third parties, including Stuart Pryke in his personal capacity as a barrister, we give no warranty or representation as to their suitability for purpose or function and accept no liability in respect of any advice which

they may give or actions or services which they may take or provide on your behalf and we accept no liability as a result of any loss which you may suffer in respect thereof.

37. Under the Data Protection Act we are required to advise you that we hold your details on our database and that we may use this, from time to time, to send you information which we think will be of interest.
38. We do not offer, or hold ourselves out as offering investment business advice. If you require such advice we will put you into contact with an independent financial adviser.
39. We do not offer, or hold ourselves out as offering legal services, although such services may be procured by us.
40. Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this agreement under the Contracts (Rights of Third Parties) Act 1999 save that this does not preclude the recovery of any fees due to Fiduciary Business Services Limited by any executors or administrators appointed in relation to the estate of the principal of Fiduciary Business Services Limited.

MONEY LAUNDERING REGULATIONS

41. Since the implementation of various money laundering legislation, we may have a duty to report certain matters to the relevant authorities. If we do so in your case, and have acted in good faith, we will not be liable to you for any loss you suffer as a result of that. We may refuse to accept payment of sums in cash.
42. Under such money laundering legislation we may need to ask you to provide details of identity and address and we may also need to take up appropriate references. It is a condition of us accepting instructions that you will provide us with any information which we may request in this regard.
43. If we act on instructions from SOCA or other relevant authority not to complete or progress a transaction or instruction then we will not be liable to you for any loss which occurs as a result of that instruction from SOCA.

FILE STORAGE AND DOCUMENTS

44. We are entitled to keep copies of any documents you give us for our own professional records. When we conclude your matter your file (or a copy) will be retained for a period of 6 years unless we agree a longer period with you and original documents supplied to us will be returned to you either before or after our instructions have ceased. We may dispose of the file after the 6 year time period. We presently make no charge for storing your file, but we may charge you for the time we spend, if you request its withdrawal from storage. Files may be stored in electronic format rather than hard copy.
45. We retain all copyright and other intellectual property rights in everything developed by us both before and during the instructions including all documents, all information held on disk or in any information retrieval system, systems, methodologies, software and know-how save for share certificates and original documents given to us by you and expressly held on your behalf.

CONFIDENTIALITY

46. The information which you give us will be received in professional confidence. The only exception is that statutory and other legal requirements may cause us to disclose information which we have received from you to governmental or other regulatory authorities and to do so without first obtaining your consent to such disclosure or telling you that we have made it.

JURISDICTION

47. The contract we are making between us will be governed by English law, and any dispute will be subject to the jurisdiction of the English courts.

July 2019

Schedule 1

Fiduciary Legal

TERMS OF ENGAGEMENT

1. Stuart Pryke trades as a barrister under the name 'Fiduciary Legal' and these are his standard terms, and will apply to all instructions which he receives from you, unless he has written to agree specific variations to them.

OUR RESPONSIBILITIES

2. Stuart Pryke will provide his legal services with reasonable skill and care and in accordance with the professional standards expected of him and in a timely manner.
3. The nature, extent and content of any legal services Stuart Pryke provides will be determined by the specific nature, scope and limitations of the instructions, as well as the amount and accuracy of information provided to him and the timescale within which you require our services to be provided.
4. If at your request, Stuart Pryke provides advice or other legal services in an abbreviated format or timescale, you acknowledge that you will not receive all the information you would have done had Stuart Pryke provided a full written report or had more time in which to carry out the work.
5. If general advice is provided, the applicability of this will depend on the particular circumstances in which it is to be used by you (of which we might not be aware) and should be viewed accordingly. In relation to any particular transaction, specific advice on that transaction should always be sought and all material information provided to Stuart Pryke.
6. Stuart Pryke relies upon the accuracy of information provided to him by you, or by others on your behalf. He will not normally seek to verify or check any information provided to him by you and you acknowledge that he shall be entitled to rely on such information when carrying out your instructions.
7. The advice or other legal service provided by Stuart Pryke is to be used for the purposes of the matter for which he was engaged and he is not responsible for its use for a different purpose or in a different context.
8. Unless you inform Stuart Pryke to the contrary in writing, he may correspond by means of the Internet or other electronic media. Although he will take reasonable steps to safeguard the security and confidentiality of the information transmitted, you acknowledge that he cannot guarantee its security and confidentiality. It is his policy to check all correspondence with anti-virus software; however, we cannot guarantee that email transmissions will be free from viruses.

YOUR RESPONSIBILITIES

9. It is your responsibility in relation to Stuart Pryke's engagement with you to promptly provide him with complete and accurate instructions and all necessary information and to carry out any other reasonable requests made to you or others under your control. He will not be responsible for any direct or indirect consequences which may arise from any delay or failure by you to do so and these may also result in additional fees for which Fiduciary Business Services Limited may raise invoices.
10. You remain responsible for any commercial decisions that you make, and due regard must be given to the restrictions on the scope of Stuart Pryke's work and other factors, commercial and otherwise, of which you and your other advisers are, or should be, aware by means other than his work.

CLIENT CARE COMMITMENT

11. Stuart Pryke will have the day to day responsibility for all matters and will inform you of progress and of any problems or delays. You should direct routine enquiries to Stuart Pryke at Fiduciary Legal (all relevant contact details can be found at the website address www.fiduciarybusinessgroup.com).
12. If there is a clash of commitments or other matters beyond Stuart Pryke's control such that he is not able to assist you properly he will notify you promptly and assist you in finding an alternative professional to deal with your matter and he will also discuss the cost implications of using an alternative professionals.

13. Stuart Pryke is bound by the Bar Code of Conduct and thus if he considers that another professional needs to be instructed in his own interests or for some other professional reason then he will no longer be able to act for you other than on the instructions of such other appropriate professional. If he foresees this situation arising he will give you as much notice as possible.
14. Stuart Pryke aims to satisfy all of his clients. If there is any aspect of his service which you wish to discuss, and upon which he has not been able to satisfy you, please raise your particular concern with Stuart Pryke. The sooner you do this, the better. If for any reason we are not able to deal with your complaint you may take the matter up with the Complaints Department, Bar Standards Board, 289-293 High Holborn, London WC1V 7HZ (<http://www.barstandardsboard.org.uk>). Complainants may also wish to consult the Legal Ombudsman details of which can be found at the website:- www.legalombudsman.org.uk.

CONFLICTS OF INTEREST

15. Stuart Pryke provides a range of services for a number of clients and may be in a position where he is providing services to companies and organisations which you might regard as giving rise to a conflict of interest. Whilst he has established procedures to identify such situations, he cannot be certain that we shall identify all of those which exist or may develop, in part because it is difficult for us to anticipate what you might perceive to be a conflict. He requests that you notify him of any potential conflict affecting the instructions of which you are, or become, aware. Where the above circumstances are identified and he believes that your interests and the interests of any other client with conflicting interests can be properly safeguarded by the implementation of appropriate procedures, he proposes to discuss and agree with you the arrangements that he shall put in place to preserve the confidentiality and to ensure the advice and opinions which you receive from him are independent. Just as he shall not use confidential information relating to you for the advantage of a third party, he shall not use confidential information obtained from any other party for your advantage.
16. Before taking on a new client or a new matter for an existing client it will often be appropriate and desirable for Stuart Pryke to carry out a conflicts search to ensure that he is not already acting for a client in the same or a related matter who has or may have an interest in the matter which conflicts or may conflict with the interests of the potential new client. The information which may be provided by him internally concerning such potential new client or new matter in carrying out such a conflicts search is confidential to the potential new client and he is required to treat it as such. If such information should happen to relate to you or your matter you accept and agree that he has no duty in such a situation to disclose such information to you and that any duty of disclosure of material information to you which we may otherwise have does not arise in the context of such a conflicts search.
17. Stuart Pryke is also a director of Fiduciary Business Services Limited and, unless specifically stated otherwise in any letter of engagement with you, Stuart Pryke will be procured to provide legal services to you as an independent barrister by Fiduciary Business Services Limited. Accordingly you expressly waive any claims or rights of any nature which you may have arising as a result of any conflict of interest which may exist by reason of Stuart Pryke's role in providing legal services to you as a barrister and by reason of him also being a director of Fiduciary Business Services Limited.

LEGAL SERVICES COMMISSION

18. If you would like to investigate the possibility of your financial means being such as to bring you within the scope of public funding, you should contact a solicitor who undertakes work for the Legal Services Commission. This is because public funding is generally only available for work carried out for a client by a solicitor, who may in turn instruct a barrister.

POINTS TO NOTE

19. Unless Stuart Pryke has written to you accepting responsibility to advise on the tax implications of any transaction, he has no such liability or responsibility.
20. Under the Data Protection Act he is required to advise you that he holds your details on his database and that he may use this, from time to time, to send you information which we think will be of interest.
21. Stuart Pryke does not offer, or hold himself out as offering investment business advice. If you require such advice he will put you into contact with an independent financial adviser.
22. Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this agreement under the Contracts (Rights of Third Parties) Act 1999 save that this does not preclude the recovery of any fees due to Fiduciary Business Services Limited.

MONEY LAUNDERING REGULATIONS

23. Since the implementation of various money laundering legislation, Stuart Pryke has a duty to report certain matters to the relevant authorities. If he does so in your case, and has acted in good faith, he will not be liable to you for any loss you suffer as a result of that. Fiduciary Business Services Limited may refuse to accept payment of sums in cash.

24. Under such money laundering legislation he may need to ask you to provide details of identity and address and he may also need to take up appropriate references. It is a condition of him accepting instructions that you will provide him with any information which he may request in this regard.
25. If Stuart Pryke acts on instructions from SOCA or other relevant authority not to complete or progress a transaction or instruction then he will not be liable to you for any loss which occurs as a result of that instruction from SOCA.

INSURANCE AND LIMITATION OF LIABILITY

26. Stuart Pryke will maintain professional indemnity insurance with Bar Mutual Indemnity Fund Limited for an amount of no less than £2,500,000.00. In the event that there is a claim of any sort against Stuart Pryke by you, our liability to you will in any case be limited to this amount. This is agreed by you as being a reasonable restriction on Stuart Pryke's liability, unless he has agreed a different arrangement with you in writing.
27. Information concerning the terms and conditions of Stuart Pryke's insurance including any relevant territorial limits can be found at the website address:- www.barmutual.co.uk .

FILE STORAGE AND DOCUMENTS

28. Stuart Pryke is entitled to keep copies of any documents you give us for his own professional records. When he conclude your matter your file (or a copy) will be retained for a period of 6 years unless he agrees a longer period with you and original documents supplied to us will be returned to you either before or after our instructions have ceased. He may dispose of the file after the 6 year time period. He presently makes no charge for storing your file, but he may charge you for the time he spends, if you request its withdrawal from storage. Files may be stored in electronic format rather than hard copy.
29. Stuart Pryke retains all copyright and other intellectual property rights in everything developed by him both before and during the instructions including all documents, all information held on disk or in any information retrieval system, systems, methodologies, software and know-how save for share certificates and original documents given to him by you and expressly held on your behalf.

GENERAL OBLIGATIONS, INFORMATION AND CONFIDENTIALITY

30. The information which you give him will be received in professional confidence. The only exception is that statutory and other legal requirements may cause him to disclose information which we have received from you to governmental or other regulatory authorities and to do so without first obtaining your consent to such disclosure or telling you that he has made it.
31. Fiduciary Legal is the trading name under which Stuart Pryke operates. Any legal services provided under the instructions will be provided by Stuart Pryke and references to 'Fiduciary Legal', "he" or "him" in this Schedule 1 should be construed as references to Stuart Pryke unless the context otherwise requires. Because Stuart Pryke is a barrister there are certain limitations on the work which he may carry out on your behalf and in particular he may not handle your money (other than in relation to fees and disbursements) or deal with the management administration or general conduct of your affairs (subject to certain exceptions) or take on any arranging role. In performing his work Stuart Pryke will be subject to the requirements of the Bar Code of Conduct and, in particular, paragraphs 401(b) and 608 and, depending on the circumstances, the Bar Public Access Rules. Stuart Pryke cannot be expected to perform the functions of a solicitor or other authorised litigator. In any case where Stuart Pryke has been instructed by an intermediary it should be made clear that he is independent of and has no liability for the intermediary and that the intermediary is the agent of the lay client and not the agent of Stuart Pryke.
32. Details concerning the Bar Code of Conduct and the Public Access Rules can be found at the website:- www.barstandardsboard.co.uk .
33. The contract you are making with Stuart Pryke will be governed by English law, and any dispute will be subject to the jurisdiction of the English courts.

July 2019