

These Terms of Business (as updated from time to time) apply to all work we do on your behalf. It is an important document—please read and keep it in a safe place for future reference.

These Terms of Business (“Terms”) are the contractual basis on which we, Haseltine Lake Kempner LLP, a Limited Liability Partnership registered in accordance with the provisions of the UK Limited Liability Partnership Act 2000 (“Haseltine Lake Kempner LLP”) will provide intellectual property and legal services to you our client, being any person (but not a person under German law), company, partnership or other entity (“the Client”) instructing Haseltine Lake Kempner LLP. Throughout these Terms the words “we” or “our” refer to Haseltine Lake Kempner LLP and the words “you” or “your” refer to the Client.

## TERMS OF BUSINESS

### 1. QUALITY OF SERVICE & PROFESSIONAL STANDARDS

In providing intellectual property and any linked legal services to you, we will act in accordance with current standards of good professional practice and the requirements of the relevant professional bodies including, as and when appropriate to the qualifications held by the team members involved, any of the Intellectual Property Regulation Board (IPReg), the European Patent Institute (EPI), the Chartered Institute of Patent Attorneys (CIPA), the Chartered Institute of Trade Mark Attorneys (CITMA) and the Solicitors Regulation Authority (SRA) as the case may be. We will act fairly and reasonably towards you with a view to your best interests and to your intellectual property rights whilst acting in accordance with our professional standards.

You shall not be obliged to grant to us and we shall not be obliged to accept individual instructions or mandates. We shall give notice to you without undue delay in the event that we do not accept an individual instruction or mandate granted by you.

What you can expect of us. On matters on which you instruct us and which instructions we accept, we will:

- Offer in-depth, specialist intellectual property legal expertise to you
- Advise you on the protection and exploitation of your intellectual property assets
- Treat you fairly and with respect
- Communicate with you in plain language
- Use reasonable skill and care in the work we do for you

- Review your matter regularly
- Progress your matter and update you at major milestones
- Advise you of any changes in the law that affect your matter during the period of instruction
- Advise you of any reasonably foreseeable circumstances and risks that could affect the outcome of your matter
- Recruit our team and operate our selection of external experts fairly. Naturally, we will do so without any discrimination and without any inappropriate bias or outside influence. We shall endeavour to comply with the Equality Act 2010 and to achieve the standard we set ourselves of being fair in all we do.

We ask that you:

- Provide documents when we ask for them and respond promptly when we ask for instructions or information
- Notify us if your preferred contact details change
- Tell us immediately if your expectations change or if you are not sure you understand what we have discussed or, in giving our advice, you are not sure that we have understood your instructions, or if you consider that it should also take account of additional information or facts
- Inform us of any time limits or objectives that might not be obvious to us
- Notify us immediately if you receive any email or other communication purporting to be from

us stating that we have changed our bank details or payment arrangements. This is to help us mitigate the known risks of Cyber Fraud.

Each time you instruct us on a new stream or type of work we will send you a letter confirming your instructions and setting out the scope of the work we will carry out for you, our fees and the individual contact details for that work. This is called the Engagement Letter. These Terms should be read together with the Engagement Letter—as together they form the contract between us.

We will use reasonable skill and care in the work we do for you. Where we make an assessment, either expressly or impliedly, of the likely level of risk associated with different potential courses of action or potential outcomes, you accept that such an assessment is made relying only upon the information and documents then available to us and applying our experience and expertise but as advisers our assessment cannot, therefore, be definitive. Accordingly, our assessment should only be used as one element of your decision-making process.

The work we do for you is provided to you the client alone. No other person may use or rely upon it, nor derive any rights or benefits from it. The provisions of the Contracts (Rights of Third Parties) Act 1999 are to that extent excluded.

The nature of many types of intellectual property and legal services work mean that it is not possible to guarantee a particular outcome and no guarantees are therefore provided by us as to any particular outcome.

If we are required to obtain advice from another source such as, but not limited to, search agents, technical experts, notaries or legal advisors in another jurisdiction or Counsel (also known as a Barrister), that party may be responsible for the service and advice they provide. We will select such third-party service providers based on the best information available to us as to their expertise and ability and will maintain our obligations according of these Terms of Business, but we will not be responsible for any third-parties' advice.

Unless otherwise agreed in writing, our advice and any documents we prepare: (i) are for use only in connection with the specific matter on which we are instructed; (ii) can only be relied on by you; and (iii) reflect the law in force at the relevant time.

We want you to feel satisfied with every aspect of our service. If at any time you are dissatisfied, we hope in the first instance that you will discuss this with the attorney or solicitor responsible for your work. If the matter is not resolved in this way you can access our complaints procedure by writing to “The Complaints Officer” at our registered office or by emailing [clientexcellence@hik-ip.com](mailto:clientexcellence@hik-ip.com). The Complaints Officer will investigate the matter on your behalf and seek to resolve the matter to your satisfaction. If no such resolution can be reached, you may be entitled to raise a complaint with the Legal Ombudsman (please note the Legal Ombudsman operates scheme rules for eligibility of complaints which does exclude many larger organisations and non-consumers) or we may agree to use Alternative Dispute Resolution (ADR) methods including but not limited to mediation at our sole discretion.

## 2. IDENTITY OF CLIENTS

It is essential that we know the precise identity of the Client and the person(s) authorised to instruct us on behalf of the Client. At the start of our working relationship with you we will ask you to specify the entity that is to be our client and to confirm the identity and status of the person or persons who are authorised to provide instructions to us on behalf of that entity. We will include those details in our Engagement Letter and thereafter any change to the instructing entity or the authorised person(s) must be notified to us in writing and agreed by us in writing to be effective.

In the case of joint applicants or proprietors for intellectual property rights, we will require that one person only shall be authorised to provide instructions (although all applicants/proprietors will be jointly and severally liable for settlement of our fees and charges in accordance with the provisions of these Terms). Where we receive instructions from solicitors, lawyers, attorneys or agents, they and not the persons by whom they are instructed or for whom they act, shall be deemed to be the Client and shall be responsible for settlement of our fees and charges in accordance with the provisions of these Terms.

Where the Client makes arrangements for us to render invoices to a third-party (such as an investor or another company in the same group) or for a third-party to settle our invoices, the identity and status of the Client does not change and the Client shall remain liable for

settlement of our fees and charges in accordance with the provisions of these Terms.

If we are instructed to act on a matter for more than one client jointly, the rights and obligations of the joint clients to us in relation to the services that we will be providing shall be several (except for the obligation to pay us, which shall be joint and several).

Each joint client irrevocably permits us to disclose to any other joint client information which we would otherwise be prohibited from disclosing to another person or party by virtue of duty of confidentiality. If any joint client ends this permission during the provision of our services, or if a conflict of interest otherwise arises between joint clients, we may suspend or terminate the provision of services related to that matter, to one or more of the joint clients in our sole discretion although in doing so we shall take account of our Conflicts of Interest Policy.

### 3. COMMUNICATION WITH CLIENTS

Close cooperation between us, as well as the sharing of all relevant information and knowledge about all relevant facts, are fundamental prerequisites to the successful provision of the services assigned to us. You agree to promptly provide us with a complete and accurate record of all known facts related to an instruction or mandate.

In order to secure and protect your Intellectual Property Rights (IPRs) we may at times have to comply with strict deadlines imposed by registries (such as the European Patent Office or the United Kingdom Intellectual Property Office) or courts. We will give you as much notice as we reasonably can of such deadlines and of their significance and of anything that we require from you in order to be able to meet them. The provision of timely, complete and accurate information from you in response to any such requests is critical. In the absence of such information we will act on the basis of the most recent instructions that we have received from you and will do what we reasonably can in line with your instructions to preserve your IPRs but we will not be liable if rights are lost or impaired as a result of any failure on your part to provide the required information.

We may communicate with you by telephone, videocall, in person or by mail, fax or e-mail. We will take reasonable steps to ensure confidentiality, but we cannot guarantee the complete security or

confidentiality of any such means of communication and we accept no liability for any corruption to or disclosure of data sent by these means. Nor do we accept liability for any viruses which may be introduced into your data or your computer systems as a result of electronic communications emanating from us (although we do invest in a range of cyber protection measures and carry out regular virus checks). In particular, we shall be entitled to use ordinary e-mail to communicate with you unless you request in writing to exclude or restrict such communication via e-mail or request the use of encrypted e-mail. You acknowledge that the use of unencrypted e-mails might incur risks, such as unauthorised receipt or inspection by third parties, data loss, errors arising in the transfer of data and the introduction of computer viruses

### 4. CONFIDENTIALITY & CONFLICT OF INTEREST

We have professional and legal obligations to keep the affairs of clients confidential unless you instruct us or consent as below to disclose such information, or we are compelled to disclose it by law.

We are headquartered in England and Wales, and have an office in Germany, and UK and German legislation including (i) the Proceeds of Crime Act 2000 (POCA); (ii) the German Criminal Code (StGB); (iii) Money Laundering Regulations 2017 (MLR); and (iv) tax legislation may require us in certain circumstances to report our client's affairs and arrangements to the authorities without giving any warning or notice to clients.

We will keep your information confidential, unless:

- you consent to the disclosure of that information
- disclosure of the information is required or permitted by law; or
- these Terms state otherwise.

We have a strict professional obligation not to disclose any confidential information that you provide to us in connection with our work on your behalf (save as required by law under for example (but not limited to) POCA). It is your responsibility to ensure that any information supplied to us which is not in the public domain and which if disclosed could prejudice your ability to obtain IPRs protection is strictly controlled within your organisation to avoid any unintended disclosure prior to IPRs being secured.

The nature of the work that we do and the relatively small size of the legal services market including IP professions within Europe mean it is likely that we will at times act for two or more Clients within the same industry sector who might regard themselves as competitors. Our professional rules of conduct prohibit us from acting for both parties in dispute, may restrict us from acting on a transaction depending on the nature of the instructions and the presence of other advisers, and we may operate, subject to agreement, additional voluntary restrictions which are outlined in our Conflicts of Interest Policy (a copy of which is available on request), to limit the opportunity of a commercial Conflict of Interest arising for clients.

We operate in a number of Jurisdictions including those within the UK and EU. Additionally, due to the international nature of our practice, our team members may access your file and our systems remotely from anywhere in the world. By instructing us you confirm your agreement to this given our global reach. If you wish to restrict the access by jurisdiction for any reason please request this in writing and we will explore the feasibility of this.

You accept by instructing us that we shall have no duty to disclose to you (or take into account in the course of providing services to you) any information acquired by us in acting for any other client or any information in respect of which we owe a duty of confidentiality to a third-party.

Sometimes we ask other companies or people to provide services on our files or to our clients to help us deliver efficient, cost effective legal services. This may include (but is not limited to) HL Renewals LLP who are a separate but linked business who support clients on renewal matters, and any audits, IT services, outsourced administration or copying of documents. We ensure all outsourcing providers are aware of our legal and professional obligations, including in relation to confidentiality.

External organisations such as regulators or quality mark providers may conduct audit or quality checks on our files and policies from time to time. They may wish to audit, or quality check your file and related papers for this purpose. We will require that these external organisations maintain confidentiality in relation to any files and papers which are audited, or quality checked.

We mainly act for corporate clients and our use of personal data is therefore limited. However, any use of any personal data is subject to your instructions, the General Data Protection Regulation (GDPR), other relevant UK and EU legislation and our professional duty of confidentiality.

We use third-party service providers (including 'cloud' service providers) to help us deliver efficient, cost effective services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. We ensure all third-party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. If you instruct us to use an alternative provider for storing, sharing or exchanging documents/information, we are not responsible for the security of the data or the provider's security standards.

In order for us to work effectively with you, you consent that we may share confidential information about you and our professional relationship, including name, address and accounting details with:

- any office of Haseltine Lake Kempner LLP and HL Kempner Patentanwalt, Rechtsanwalt, Solicitors (England & Wales), Irish Patent Agent Partnerschaft mbB (HL Kempner Part mbB) for the purpose of conflict checking, the performance of legal services and the administration of its bank accounts (including invoicing, taxation and banking administration, client data hosting and IT support) and HL Renewals LLP for the provision of any services in connection with the renewal or maintenance of granted or registered intellectual property rights or with the payment of pre-grant maintenance fees. It is our usual practice to refer all such cases to HL Renewals LLP which are a related but separate business. They will correspond directly with you in relation to all such matters and will invoice you directly for all work done.
- our professional indemnity insurers for the purpose of insurance matters and proceedings;
- our auditors and other professional advisers who are sworn to professional secrecy, instructed by us;

- subcontractors and appointed service providers (some of which may also have their seats outside the European Economic Area) to whom we outsource elements of administration (including the administration of bank accounts, invoicing, taxation and banking administration, the hosting of client data and related IT support);
- authorities and courts for value added tax purposes in the UK and Germany (including VAT identification number, seat, place of residence, address and other information required pursuant to the German VAT Act);
- third parties in connection with a planned merger,

provided in all cases that we impose a duty of confidentiality upon them or a statutory confidentiality obligation exists. You may revoke this consent at any time.

Any confidential information shall remain confidential after the termination of this contract.

## 5. CHARGES AND BILLING ARRANGEMENTS

You are liable to pay the costs as set out in the Engagement Letter or elsewhere in writing, which also confirms any arrangements for billing. We will usually discuss this with you at the outset of your matter.

We may deliver our bills to you electronically. Please let us know if you have any particular requirements for the delivery of our bills.

Please inform us if you would like a third-party to be responsible for paying our bills or any part of them. We must approve this in advance in writing and we will need the party's name, contact details and any other information or identification documents we request. It is your responsibility to pay our bills even if another party has agreed to pay some or all of them. If someone else does pay some of our bills, you are responsible for paying any outstanding balance.

Unless agreed otherwise, we will invoice you at regular intervals for work done on your behalf. Value Added Tax (VAT) will be added to all our charges as required by law. Our charges are made up of three separate elements as follows:

- Service charges – these are fixed fees payable for routine procedural steps involved in the

processing of IPRs and are priced in accordance with our current published tariff (available on request). These service charges are reviewed periodically.

- Hourly charges – these are primarily time-based charges for the work of our attorneys, solicitors, lawyers and other professional staff. In the Engagement Letter at the start of the specified piece of work, or elsewhere in writing or at different times, you will be notified of the current rates for attorneys involved in your work. These rates are based on the seniority and expertise of our professionals and are reviewed periodically. Copies of the current rates applicable to your work are available on request. Occasionally, it may be appropriate for us to augment our standard hourly rates to take account of exceptional urgency, complexity or resourcing requirements.
- Disbursements – these are the direct fees, costs and charges associated directly with the carrying out of your work or payable to registries or to third parties (such as foreign agents) on your behalf. We reserve the right to invoice you in advance in respect of any high value disbursements such as official fees or travel costs.

Where we provide an estimate of costs, in the Engagement Letter or elsewhere in writing, this is given as a guide only to assist you in budgeting and should not be regarded as a firm quotation or a fixed or capped fee. Estimates may in particular be liable to change as a result of fluctuations in currency exchange rates. Any estimates given are net of VAT which will be added as required by law.

## 6. PAYMENT TERMS AND CLIENT MONIES

Unless otherwise agreed in writing, payment of all our invoices is due within 30 days of the date of invoice.

Any bank transaction or conversion charges in connection with your payment are for your account and will be re-invoiced if deducted from your payment.

Interest will be charged on late payments at the rate of 8% above the base rate from time to time of the Bank of England, accruing on a daily basis from the due date.

In the event that debt recovery action against you becomes necessary, you shall be responsible for all

costs (including legal costs) that we incur in connection with such recovery.

If you have any query or complaint regarding an invoice, please raise it with the attorney, solicitor or lawyer responsible for your work within 7 days of receipt of the invoice. While the matter remains in a valid dispute process, you will not be asked to pay the disputed element, but you will be obliged to pay any undisputed element of the invoice (including any disbursements) and any other outstanding invoices relating to the same or other matters.

Whatever the outcome of your matter, you will be responsible for paying our costs (including any expenses we incur in the course of acting for you). In certain UK litigation and dispute cases there might be an option that for us to agree to act under a Conditional Fee Agreement ("CFA"). If we are acting under a CFA, we will provide additional Terms including information about Litigation and Disputes.

We are under no obligation to provide credit terms and may require payment on account of any sums likely to arise including any service charges, hourly charges or disbursements before commencing or continuing to provide services to you.

Any money that we receive from you on account of our charges will be held in our designated Client Account until such times as the charges have been incurred, invoiced or committed to whereupon those monies will be transferred to our Business Account and applied against an applicable invoice. Where we receive money on your behalf from a third-party (such as a Registry) such money shall be paid into our designated Client Account for return to you (subject to the deduction of any invoiced sums due to us - which deduction is automatically expressly authorised by your instructions of us under these Terms). Unless otherwise agreed in writing by us in advance we shall not be required to account to you for interest on monies held for you in our Client Account.

We hold client money in various accounts with UK banks which are regulated by the Financial Conduct Authority (FCA) and if you are dealing with one of our offices outside the UK hold the funds in a bank local to that office on broadly equivalent terms (in a Client Account, without payment of interest and on account of likely costs etc.).

We shall not be liable for any losses you suffer as a result of any bank in which we hold client money being unable to repay depositors in full or any other banking failure. In respect of our UK banks you may, however, be protected by the Financial Services Compensation Scheme (FSCS) which is the UK's statutory fund of last resort for customers of banking institutions. The FSCS may pay compensation up to £85,000 if a banking institution is unable, or likely to be unable, to pay claims against it. More information about the FSCS can be found at <https://www.fscs.org.uk>.

## **7. TAXATION AND FOREIGN ACCOUNT TAX COMPLIANCE ACT**

Unless expressly indicated in the Engagement Letter, we will not advise in relation to any taxation issues including any reporting or payments due.

We may as a consequence of the US, UK or German reporting obligations as a result of the US Foreign Account Tax Compliance Act (FATCA) ask you to confirm your reporting status, for instance by requesting your Global Intermediary Identification Number (GIIN).

To comply with the law, we may have to share some of your information, including your FATCA status and, if applicable, your GIIN with financial institutions. It is vital that we keep your information current at all times. You are responsible for communicating to us any changes in circumstances that may alter your FATCA status.

## **8. LIMITATION OF LIABILITY**

It is a professional obligation that we carry Professional Indemnity Insurance (PII) to a minimum value of £1 million. This is the full limit of our liability to you in respect of any or all work done. If because of the scale, value or complexity of a particular project or matter, you believe that a level of insurance cover in excess of £1m is required, then you must advise us accordingly and we will liaise with you if this should incur additional costs for you to agree to such extended cover. As previously set out above our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £1,000,000 (one million pounds) including interest and costs unless we expressly state a different figure in the Engagement Letter.

Your agreement is solely with Haseltine Lake Kempner LLP, which has sole legal liability for the work done for you and for any act or omission in the course of that work. No representative, member, officer, employee, agent or consultant of Haseltine Lake Kempner LLP, will have any personal legal liability for any loss or claim.

Unless explicitly agreed otherwise, in writing:

- we do not owe, nor do we accept, any duty to any person other than you
- we do not accept any liability or responsibility for any consequences arising from reliance upon our advice by any person other than you.

We shall not be responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms and the Engagement Letter which expressly limit the scope of the services to you.

We will not be liable for:

- losses that were not foreseeable to you and us when this contract was formed
- losses not caused by any breach on the part of the firm
- any indirect or consequential losses
- business losses, including losses sustained by any individual not acting for purposes of their trade, business, craft or profession.

We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonable belief we may have, to report matters to the relevant authorities under the provisions of taxation or anti money laundering and/or terrorist financing legislation.

Nothing in these Terms shall exclude or restrict our liability in respect of:

- death or personal injury caused by our negligence
- fraud or fraudulent misrepresentation
- any losses caused by wilful misconduct or dishonesty
- any other losses which cannot be excluded or limited by applicable law.

Please contact us if you would like us to explain any of the exclusion of liability terms given the importance of these to you and us. Please note these are non-negotiable Terms.

We shall not be liable for any failure to perform or any delay in performance of any of our services, if and to the extent that the failure or delay is caused by any circumstance beyond our reasonable control, and the time for performance of the obligation so affected shall be extended accordingly.

From time to time it may be necessary for us to instruct patent or trade mark agents/attorneys in other jurisdictions or other professionals such as solicitors, barristers, notaries, search analysts or technical experts on your behalf. We will select such third-party service providers based on the information available to us as to their expertise and ability, but we will not be liable for any losses arising from their negligence or default. If this exclusion concerns you then you should notify us in writing prior to our engaging any third party and we will ask them to confirm their own professional indemnity insurance (PII) cover extends to you.

## 9. RENEWALS & MAINTENANCE FEES

It is our usual practice to refer services in connection with the renewal or maintenance of granted or registered IP rights to HL Renewals LLP which is a related but separate legal entity.

In the absence of any written instructions from you to the contrary we will deem you to have authorised us to instruct HL Renewals LLP to undertake renewals and maintenance fee services for you in accordance with their Terms of Business. They will correspond directly with you in relation to all such matters and will invoice you directly for all work done.

## 10. TERMINATION OF CONTRACT

We expect to act for you until completion of your matters but if we are unable to secure clear or proper instructions from you, if we are no longer able to provide the service which you require, if the relationship of trust and confidence breaks down or if you fail to settle invoices rendered by us in accordance with these Terms then we may terminate the contract by providing reasonable notice in writing.

You may bring your contract with us to an end at any time by informing us in writing of your wish to do so. We shall have a contractual lien over any documents or other property which we hold belonging to you until such time as you have settled any outstanding fees, charges and disbursements properly rendered by us.

Where the attorney, or solicitor, or lawyer/Client relationship is brought to an end either by you or by us, all outstanding invoices will fall due for immediate payment and any charges not yet invoiced will be invoiced as soon as practicable and will fall due for immediate payment.

#### **11. RETENTION OF DOCUMENTS & RECORDS**

We will keep such files and records as we consider necessary for the proper conduct of your work. These files and records remain our property at all times and we are free to determine how and for how long they should be retained and when and by what means they should be destroyed. If you have any special requirements relating to file retention or file destruction, we will seek to accommodate this subject to your agreement to meet any additional costs or charges incurred.

Should you decide to transfer your work to other professional advisers we can provide copies of our files to your new advisers (subject to reasonable copying charges being paid). Information can only be provided once any outstanding fees have been settled in full.

Any copyright which arises during the course of our work shall belong to us. These Terms grant you a non-exclusive, non-transferable, non-sublicensable licence to use work solely for the specific matter upon which you have instructed us and not otherwise. If you do not pay our invoices in full and by the due dates that licence will be deemed revoked without further reference to you and may only be re-granted at our discretion and once full payment of our costs and accrued interest has been made.

We may retain, for subsequent use, a copy of any opinion of any barrister or other third-party obtained in the course of providing services to you. If we do that, we will take all reasonable steps to conceal information which might reasonably enable you to be identified.

#### **12. REGULATORY**

Haseltine Lake Kempner LLP is governed by the provisions of the Legal Services Act 2007 and is regulated by the Intellectual Property Regulation Board (IPReg) in relation to the provision of intellectual property services and legal services.

Our solicitors are subject to personal conduct rules as issued by the Solicitors Regulation Authority (SRA) from

time to time. The SRA does not regulate either service complaints or Haseltine Lake Kempner LLP as a firm.

The use of the courtesy title "Partner" by any proprietor or employee of Haseltine Lake Kempner LLP is not intended to and does not infer or confirm either that the individual is a Member of Haseltine Lake Kempner LLP or that the individual has any personal liability for the acts or omissions of Haseltine Lake Kempner LLP.

#### **13. PREVENTION OF MONEY LAUNDERING AND TERRORIST FUNDING**

To comply with anti-money laundering and counterterrorist financing requirements, we may ask you for proof of your identity and may conduct searches or enquiries for this purpose. We may also be required to identify and verify the identity of other persons such as directors or beneficial owners and the source of any funds which are involved in any transaction, litigation or for our fees. If you or they do not provide us with the required information promptly, your matter may be delayed.

By instructing us you agree that we may make checks using online electronic verification systems or other databases as we may decide.

We will not usually charge you for undertaking identification and verification checks, but we reserve the right to do so where the checks are likely to be significantly more time-consuming than we would normally expect.

We may ask you to confirm the source of any money you have sent us or will send us. If you do not provide us with that information promptly, your matter may be delayed.

Any personal data we receive from you for the purpose of preventing money laundering or terrorist financing will be used only for that purpose or:

- with your consent, or
- as permitted by or under another enactment.

If we believe we are required by law to make a disclosure to the authorities such as when we know or suspect that a transaction may involve money laundering or terrorist financing, we will not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

In order to comply with legislation relating to money laundering and/or the prevention of terrorism and other crimes, we will undertake such identity checks as may be necessary to confirm your identity and standing. We may require proof as to your source of funds or wealth to comply with POCA and/or MLR.

#### 14. GENERAL MATTERS

Haseltine Lake Kempner LLP operates electronic systems for data storage and receipt to ensure efficient handling of client data. By instructing us you are deemed to consent to the electronic storage of data relating to your instruction of us and to have consented

to the sharing of your data amongst our group of businesses (including, but not limited to, our EU based offices, HL Renewals LLP and HL Kempner Part mbB, and to the worldwide use of and access to data in accordance with our Data Protection Policy and Privacy Notice which may be amended from time to time. Copies of these documents are available on request.

Your agreement with us is governed by English Law and will be subject to the jurisdiction of the English Courts.

We will commence work once we have this from you and you have taken any other appropriate steps such as providing funds on account and/or identification.

**We ask you to sign and return this document as a matter of best practice but please note your continued instruction of us after it is issued to you is deemed acceptance of these Terms in full.**

Signed \_\_\_\_\_ Position \_\_\_\_\_  
Print name \_\_\_\_\_ Date \_\_\_\_\_  
Duly signed for and on behalf of \_\_\_\_\_ [company name]