

1. Gareth Conan Myers Incorporated (Registration Number: 2012/158847/21) (**GCM Legal**) is a Law Firm providing various services, hereinafter referred to as the **contracting party**.
2. **We, our** and **us** refer to the contracting party; **you** and **your** refer to the party (jointly, if more than one, and not individually) with which the contracting party engages and to any other individual or entity that becomes subject to the terms of our engagement in the future.
3. These terms and conditions together with our Letter of Engagement form the written agreement between us.
4. **Your relationship with us**
 - 4.1. When you instruct us on an individual matter, we will write to you to set out:
 - (a) the scope of the work we have agreed to undertake and any assumptions on which it is based;
 - (b) who will be the responsible attorney;
 - (c) the fees and invoicing arrangements;
 - (d) any applicable limitation on the liability of the contracting party.
 - 4.2. Your contractual relationship for individual matters is between you and the contracting party, and the contracting party alone is responsible for all matters pertaining to this relationship and not any specific individual.
5. **Our fees**
 - 5.1. Our bills are payable on receipt and in the currency in which they are submitted.
 - 5.2. If you are required by law to deduct any amount when paying a bill, you will pay to us an additional amount so as to ensure that we receive a net sum equal to the amount of the bill.
 - 5.3. We need to approve in advance any proposal for any part of one of our bills to be paid by a third party. Notwithstanding our approval, you agree that you will remain responsible for paying the whole bill and any interest accrued on it.
 - 5.4. If a bill remains unpaid 30 days after delivery,
 - (a) you agree that we are entitled to charge interest on it at a rate and under arrangements allowable under the laws and professional regulations applicable to us, and,
 - (b) we may, on giving written notice to you, cease work on the matter to which the bill relates and any of your other matters. You agree that we are not responsible for any loss resulting from such inactivity.
- 5.5. You agree that we may exercise a lien over your files and documents until all bills due to us from you have been paid in full.
- 5.6. If we are required by any governmental or regulatory body, or by a service provider appointed by you, to audit one of our bills, to produce documents or provide information on any individual matter on which you have instructed us, we shall be entitled to bill you for the work involved (and any disbursements incurred) at the rates agreed for the relevant matter. If legal privilege attaches to any such documents, you will either waive privilege or instruct us to review them in your interests.
6. **Disbursements and other expenses**
 - 6.1. We may consider it to be in your interests to instruct counsel or engage correspondent lawyers, experts or others on your behalf and at your expense. We will consult you before doing so if such instructions or engagements will result in significant fees becoming payable.
 - 6.2. We may also charge for photocopying, telephone calls, travel, searches, court fees, hosting on-line data or deal rooms and for other services at our standard rates from time to time and other out-of-pocket expenses. These charges will be included in our bills.
7. **Money held on account for you**
 - 7.1. We will deposit any money we hold on your behalf with a regulated financial institution and manage it in accordance with the laws and professional regulations applicable to us. You agree that we are not responsible for any loss of funds so deposited and managed.
 - 7.2. If you deposit money with us on account of our fees, principal and interest accrued, if any, will be applied to your final bill, rendered when we complete your instructions. Unless you and we have agreed otherwise, we may also apply any part of the money in settlement of any outstanding interim bills we submit to you.
8. **Communicating with us**
 - 8.1. When you seek and receive legal advice from us on your rights and obligations, legal advice privilege will attach to our communications related to that advice. If we act for you in contemplated or actual legal proceedings, litigation privilege will attach to our communications related to those proceedings. You should be aware however that legal privilege may be lost by communicating with people in your own organisation who are not involved in the giving of instructions to, or in the seeking, obtaining or receipt of, advice from us.

8.2. You agree that we may communicate with you using electronic means, knowing that certain risks (including, for example, interception, unauthorised access and risk of viruses) are associated with such means.

9. Confidentiality, conflict of interests, and our relationships with other clients

9.1. We will keep all information obtained from you, which is not in the public domain, confidential within GCM Legal, and will only otherwise disclose it with your authority or if required to do so by the laws and professional regulations applicable to us. Nevertheless, you agree that we may disclose any relevant information in confidence to our insurers, brokers, auditors and other advisers, and in order to protect and/or defend ourselves in any actual or threatened legal, civil or regulatory proceeding.

9.2. You will provide us, and will instruct your other advisers and any co-venturer or other co-participants to provide us, on any matter on which we are instructed, with all relevant information and documents, all of which will have been properly obtained and on which we may rely without verification. You agree that we may disclose any relevant information to your other professional advisers and also in confidence to our outsourcing contractors (such as information technology providers, word processors, photocopiers, translators and other service providers), unless you instruct us otherwise.

9.3. Subject to paragraph 9.4, we will not act where a conflict of interests - or a significant risk of such a conflict - exists, unless we are permitted to do so under the laws and professional regulations applicable to us and, where required, with your consent. However we advise a large number of clients worldwide and may not always be able to anticipate all such occasions; please inform us promptly if you become aware of any such circumstances.

9.4. You agree that we may act for other clients in transactions or disputes in which you or any affiliated entity of yours has an interest but on which you or they have instructed another law firm, and that you will not view our doing so as a conflict that requires a waiver under any applicable ethical rules, provided that we do not thereby breach our duty of confidentiality to you

9.5. You agree that we are under no duty to disclose to you or use on your behalf any information in respect of which we owe a duty of confidentiality to another client or any other person.

9.6. You agree that we may disclose our role as legal advisers in any matter on which we are instructed following its completion, for the purposes of publicity, unless you instruct us otherwise. You also agree that,

unless you instruct us otherwise, we may publicise the fact that we have a relationship with you.

10. Complaints

10.1. Any concerns or complaint about our work should be directed initially to the attorney responsible for carrying out your instructions or, if you prefer, to the Director of GCM Legal. The laws and professional regulations applicable to us may also provide formal complaint procedures.

10.2. In particular, you should raise any queries regarding any of our bills with the attorney responsible for the matter as soon as possible. If any part of one of our bills is queried by you or the relevant payer, you agree to immediately pay, or procure payment of, those parts not subject to query.

11. Data protection, exchange of information and storage of documents

11.1. We will process personal data provided to us by you in accordance with Protection of Personal Information Act. We will ensure compliance with the data protection standards set out in the preceding sentence at all times

11.2. We do not undertake to store or retain your files (whether paper or electronic) for any particular period of time, but we will do so for at least the minimum number of years required by the laws and professional regulations applicable to us. We may destroy files at any time after the expiry of such period, without notice, except those files you ask us to retain beyond that period.

12. Copyright and intellectual property

You are free to use and copy all documentation created by us for you in the course of any matter but we retain all copyright and other intellectual property rights in all material developed, designed and created by us in the course of the matter and they will remain our property. We may use all documents created by us in the course of any matter for legal training and research purposes.

13. Our compliance with certain laws and regulations

13.1. We may require you to provide identifying documents and information concerning yourself and individuals and/or entities associated with you in order to comply with anti-money laundering laws and regulations, and to keep those documents and information up to date. We may be unable to carry out your instructions if we are unable to verify your identity or, in some instances, the identities of your directors, shareholders and eventual beneficial owners.

13.2. We may be required by law or regulation to report to a governmental or regulatory authority our knowledge and/or suspicion that certain criminal offences have

been committed, regardless of whether such an offence has been committed by a client of ours or by a third party. We may not be able to discuss such reports with you because of restrictions imposed by those laws and regulations, and we may have to cease acting for you in those circumstances. You agree that we are not responsible for any adverse consequences you may suffer as a result of our compliance with such laws and regulations.

14. Force majeure

Neither you nor we will be responsible for failure to perform our respective obligations concerning your instructions (save for your responsibility to pay our bills in full) if the failures are due to causes outside, respectively, your or our control.

15. Amendments

From time to time, we may need to amend these terms of engagement. If this occurs, we will notify you of the changes by means of a notice on our website but they will not affect any matter on which we are then currently instructed.

16. Limitations

If the validity or enforceability of any of these terms of engagement is in any way limited by the laws and professional regulations applicable to us, those laws and professional regulations will take precedence over these terms of engagement but they will be valid and enforceable to the fullest extent permitted by such laws and professional regulations, and such limitation shall not affect the validity or enforceability of any other term.

17. Integrity and ethics

Our policy is to act at all times in accordance with the highest professional, ethical and business standards, and we expect you to act in like manner in all your dealings with us and your business counter-parties. We do not countenance bribery or corruption in any form and you agree (i) not to expect or request any conduct from us that might bring our name into disrepute or compromise our integrity, (ii) that you and your employees and agents will refrain from any practices involving bribery or any other corrupt activities and (iii) that you have taken or will take internal steps or procedures designed to ensure that the risk of corruption and bribery during the course of our relationship is eliminated.

18. Termination

- 18.1. Either you or we may terminate our engagement at any time by giving reasonable prior notice in writing. We will only stop acting for you if we believe we have a good reason to do so, including in the circumstances contemplated by paragraph 5.4(b).
- 18.2. If our engagement is terminated for any reason, you agree to pay in full our bills representing fees, costs, disbursements and other charges up to the time of the engagement's termination.
- 18.3. An attorney/client relationship exists between you and us only if, at the relevant point in time, we are working under instructions from you. If we are not under instructions from you at a given point in time, you agree that we are entitled to accept at that time other instructions to act in respect of the subject matter of your previous instructions although we will not disclose to, or use to the benefit of, another client any information or documents in respect of which we owe you a duty of confidentiality.