

TERMS OF BUSINESS

1. GENERAL

These Terms apply to the services which Flynn O'Driscoll Business Lawyers supplies to its clients. In these Terms of Business (the "Terms") "Flynn O'Driscoll Business Lawyers" or "we" shall mean the law firm of Flynn O'Driscoll Business Lawyers, its partnerships and associated companies including all partners and employees and any successor or assignee.

When we are instructed on a new matter it is our practice to send our client, "you", a Section 150 notice which will include details of the scope of our instructions. These Terms apply to our instructions unless they are varied in the engagement letter or otherwise in writing. If you are arranging for any other person to pay our fees and expenses on a matter you must ensure that they are aware of our Terms and the arrangements agreed in your engagement letter by sending a copy of this letter to that person. If you do not provide this engagement letter to that person, the person paying our fees and expenses will be deemed to be on notice of the terms of the engagement letter and these Terms where we have requested you to pass on this engagement letter.

2. OUR ADVICE

Our advice on any matter is confidential and is provided to you solely for the purpose of the instructions set out in this notice. Save with our prior written consent it may not be relied upon for any other purpose or by any other person.

Our advice extends to the law applicable in the Republic of Ireland at the time that our advice is given.

We are not responsible for advising (or not advising) on matters outside the scope of this Section 150 notice nor for advising on changes in the law after we have delivered our advice nor if you act or refrain from acting on the basis of any draft advice before it has been finalised.

One of our Partners will have responsibility for the services provided to you from the outset of the matter. During the course of a matter, other Partners, Solicitors and other professional staff will work on the matter when it is appropriate to do so. You will be given the name of the professional dealing with your matter and whom you should contact with day to day enquires.

It may be necessary in the course of a matter to instruct one or more experts outside the Firm such as barristers, accountants, actuaries, doctors, engineers or other lawyers. We will discuss this with you at the appropriate time, including who might be suitable and we will not engage them without first (1) finding out how much he or she is likely to charge or how he or she charges, (2) giving you information on their charges and (3) being satisfied as to your approval of such possible additional expenses. You will be their client and you will be responsible for paying their costs and expenses. We accept no liability for the acts or omissions of any third party we may instruct on your behalf.

3. YOUR RESPONSIBILITIES

It is your responsibility to provide clear, timely and accurate instructions and to provide all documentation and instructions necessary for this Firm to carry out its retainer. It is your responsibility to carry out any other reasonable requests made to you or others under your control. We will not be responsible for any consequences which may arise from a failure or delay by you to carry out what we may request and you acknowledge that this may result in additional fees for which we may raise invoices.

You are responsible for the discharge of fees and expenses in accordance with these Terms and the Section 150 notice.

All commercial decisions are your responsibility. Please note the restrictions on the scope and extent of our work and all other factors, commercial and otherwise, of which you or which you should be aware.

You are responsible for safeguarding any documents which are likely to be required for disclosure or discovery.

The consequences of withdrawal from litigation and/or its discontinuance are (i) the remedy you are seeking may not continue to be available, (ii) legal limitations on making a claim may apply and you may be prohibited from pursuing the claim on the basis that too much time has elapsed, (iii) your opponent may try to dismiss the case for failure to prosecute (if not discontinued), (iv) it may not be possible to pursue or progress your claim where too much time has passed, (v) the remedies sought by the other side may not be available and (vi) your opponent may obtain judgment against you and may seek orders for costs against you.

4. PROVISION OF INFORMATION

You agree to provide us with all information and documentation that is reasonably required for us to advise you and to ensure that such information is, and remains, true and accurate in all material respects and is not misleading. Unless we agree otherwise, we will not check the accuracy or completeness of such information. You should not assume that information or documents which have previously been given to us or matters on which we have previously advised will be known to those instructed on a new matter.

Unless specifically agreed in writing, we will not update any advice given by you, nor do we have a continuing obligation to inform you of changes to the law or to any administrative practice that may impact adversely on your interests. If you wish to seek up to date advice or if you wish to instruct us to monitor legal developments over time, please let us know in writing. We may charge for such an ongoing engagement.

You are responsible for ensuring that you have all necessary rights to supply us with the information, documentation or data you provide and that our use of that information will not infringe the rights of any third party or result in a breach of any law, rule or regulation.

5. OUR CHARGES

Hourly rates: Unless we agree otherwise, our charges will be based on the time spent on your matter, applying our hourly charging rates as applicable from time to time (exclusive of applicable VAT). We may charge an uplift on our hourly charging rates if your matter requires us to work outside normal business hours.

Expenses: We charge separately for travel expenses, electronic funds transfers and support services provided outside normal business hours. We may incur additional expenses on your behalf including fees for counsel, experts, other third parties, couriers, searches, registration, overseas lawyers and stamp duty. Such expenses will be your responsibility and if they are likely to be significant we will generally ask for payment in advance.

Should you “lose” a court action, tribunal hearing or arbitration, or where you withdraw from or discontinue a matter after it has started or if you decide not to defend your case (or any part of any action or any motion or associated appeal) you may be held liable for all or part of the legal costs of other parties to those proceedings, in addition to the charges incurred by this Firm. Such costs and/or charges may include solicitors’ and barristers’ fees, VAT, outlays, disbursements and expenses and fees due to any other persons engaged to supply goods and/or services in relation to the matter.

Should you be successful in an action or any proceedings and are awarded legal costs, you should not anticipate that the amount recovered from the other party, if any, will be sufficient to discharge our fees and expenses in full. You should also appreciate that payment of our fees and expenses is not dependent on recovery of any sum in respect of costs from the other party. You will remain liable in full for our fees and expenses as per our Terms and the Section 150 notice even if the other party does not make any payment to you.

Please note that in certain proceedings, particularly employment matters, costs are not awarded and each party is responsible for its own costs, irrespective of the outcome of the matter.

If the action is one for personal injuries that has to be submitted to the Personal Injuries Assessment Board (“PIAB”) for assessment and the assessment made by the PIAB is accepted by the relevant parties, no provision will be made for the successful party to recover costs from the losing party and all costs with the exception of the PIAB application fee and certain other normal charges will be payable by you.

Upon receipt of your consent in writing, we may apply any sums recovered on your behalf on foot of any judgment or monetary award together with any costs and interest recovered from the losing party, in discharge of any fees and expenses that you owe us.

6. FEE ESTIMATES

Estimates: Where possible we will give you an estimate in the Section 150 notice of the likely level of our fees and expenses. Any estimate will be based on a number of

assumptions and will therefore be a guide and not a quotation or fixed fee.

Any estimate of fees is simply an estimate and not contractually fixed or capped unless clearly agreed as such. As you will appreciate it is difficult to predict with certainty the amount of costs which may be incurred. The extent of fees that may be incurred could depend on a range of factors including the attitude of the other party or parties to a transaction or litigation (where a range of contested applications may be brought), changes in factual or legal circumstances and any as yet unknown or unexpected factors which create further factual or legal complexities.

7. BILLING

Billing: Unless we agree otherwise, we will invoice you on a monthly basis. If you are arranging for any other person to pay our fees and expenses on a matter you will remain liable for any amounts unpaid.

Time for payment: **Unless otherwise agreed, our invoices are due on issuance.** In certain circumstances, particularly where we are engaged in a new time intensive matter or we have no prior relationship with you we may seek a payment on account. If you do not discharge our invoice in full within 30 days of the date of the invoice we may charge interest on the amount outstanding from the due date at 2 per cent per annum above the base lending rate of Allied Irish Banks p.l.c. If an invoice remains unpaid for 30 days from the date of the invoice (or such other period as may be agreed, whether shorter or longer) we shall be entitled to stop acting for you and you can make an application to have our bill adjudicated by the Legal Costs Adjudicator.

If you are not satisfied with an invoice which we issue to you, queries should be directed in writing in the first instance to the Partner in charge of your matter within 14 days of the invoice being provided to you who will take appropriate and reasonable steps to resolve the matter. If you are still not satisfied, please contact our Managing Partner (jamesduggan@fod.ie). We will take all appropriate and reasonable steps to resolve the matter by informal means with you, which may include mediation. If you or the Firm are still not satisfied and have made all reasonable steps to resolve the dispute, the dissatisfied party shall inform the other party in writing of that opinion. Any dispute in respect of fees can then be referred to a Legal Costs Adjudicator for adjudication. If the bill of costs is reduced by the Legal Costs Adjudicator by less than 15 per cent, you will be responsible for paying the costs of adjudication.

8. CLIENT MONEY

If we are holding monies for you (whether on account of our fees or otherwise) these will be placed in our separate client account. Monies held by us on account may be used to pay outstanding invoices we have delivered to you. We accept no responsibility for any loss of your funds (in whole or in part) resulting from any insolvency, liquidation, examination, nationalisation or analogous event affecting any financial institution, or for any financial institution charging a negative interest rate, where we hold funds on your behalf. If any financial institution charges a negative interest rate, it shall be entitled to deduct any amount daily

accrued from your funds without recourse to us and we shall not be responsible for taking any step to improve that rate.

9. CONFIDENTIALITY

We will keep confidential all information we receive regarding your business and affairs unless you instruct us to disclose that information or it is already in the public domain or if we, in good faith, consider disclosure to be required by law or the rules of any governmental, regulatory or professional body. If this happens, we will comply with the request only to the extent that we are bound by law and, in so far as it is allowed, we will notify you of the request or provision of information. There may be circumstances (for example under money laundering legislation) in which we could be prevented from telling you about a disclosure. We may have to stop working on a matter for a period of time and we may not be able to tell you why.

Once a matter has been completed, is in the public domain or with your approval we may refer publicly to our involvement on your behalf.

Ordinarily our advice is subject to legal professional privilege protecting it from production in civil or criminal proceedings. To maintain such privilege it is important that our advice is kept confidential and is not disclosed to third parties. If you are in any doubt about this please ask us for advice.

10. DOCUMENTS

All materials prepared by us remain our property and we provide you with a limited licence to use them for the purpose for which you engaged us. We are entitled to retain all documents that we hold for you on any matter whether or not supplied by you or prepared by us for so long as any fees or expenses are outstanding to us. This is a legal right known as a lien. Our lien, if exercised, includes the right to refuse access to files or documents for inspection or copying purposes.

We retain the copyright in all written material produced by us. Where we hold documents in custody for you we accept no responsibility or liability should any such documents be damaged or lost.

11. DATA PROTECTION

When you employ us to handle your case or transaction, we may use and obtain personal information about you. We will only use and process such information in accordance with the Data Protection Acts, 1988-2018 and the General Data Protection Regulation (EU) 2016/679 (the "GDPR") for the purpose of providing legal services to you. Our data protection representative is Laura Myles.

11.1 Why we process your data, the lawful basis for processing your data and who we share it with

We will only use your personal information when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you;
- Where it is necessary for our legitimate interest (or those of a third party) and your interests and

fundamental rights do not override those interests; and/or

- Where we need to comply with a legal or regulatory obligation.

We have set out below, in table format, a description of the ways we plan to use your personal data and the legal basis we rely on to do so.

Purpose/Activity	Legal basis for processing
In order to provide you with legal advice.	Performance of a contract Necessary to comply with a legal obligation
To assist you with legal claims or legal proceedings and/or your legal rights.	Performance of a contract
To receive payment from you in consideration of the services being provided by us and in certain cases to recover debts owed to us.	Performance of a contract
To manage our relationship with you, including notifying you about changes to the services.	Performance of a contract Necessary to comply with a legal obligation
To provide you with updates, information and other service communications, including updates in relation to changes in the law or events that may affect or relate to you and/or your business.	Performance of a contract Necessary to comply with a legal obligation Necessary for our legitimate interests (to develop and grow our business and to keep our clients informed).

Please also refer to our [Privacy Policy](https://fod.ie/wp-content/uploads/2018/11/PRIVACY-POLICY.pdf) (https://fod.ie/wp-content/uploads/2018/11/PRIVACY-POLICY.pdf).

Where we process special categories of data relating to you, (e.g. health data that we may process in connection

with a legal claim where we are acting on your behalf), our legal basis for processing will be that the processing is necessary for the establishment, exercise or defence of legal claims.

There may also be limited circumstances where our legal basis for processing is your consent (where we have sought it and you have provided it to us), in which case you can withdraw your consent at any time. This does not affect the lawfulness of processing which took place prior to its withdrawal.

We share your personal data with our practice management system provider. We may also send you emails through our email service provider. Our service providers may only process this personal data for the purpose of providing us with their services, and no other purpose.

We may also share certain parts of your personal data with (where applicable) your barrister, doctor or expert witness and with the counterpart solicitor, consultants, advisors, transcription and technology service providers, including IT services and support services and data room providers, and as needed with our financial and legal auditors.

We will retain your personal data in accordance with our data retention policy.

11.2 Your rights

You, as an individual data subject, have the following rights under the GDPR, in certain circumstances and subject to certain exemptions, in relation to your personal data:

- right to access the data - you have the right to request a copy of the personal data that we hold about you, together with other information about our processing of that personal data;
- right to rectification- you have the right to request that any inaccurate personal data that is held about you is corrected, or if we have incomplete information you may request that we update the information such that it is complete;
- right to erasure - you have the right to request us to delete personal data that we hold about you. This is sometimes referred to as the right to be forgotten;
- right to restriction of processing or to object to processing - you have the right to request that we no longer process your personal data for particular purposes, or to object to our processing of your personal data for particular purposes; and
- right to data portability - you have the right to request us to provide you, or a third party, with a copy of your personal data in a structured, commonly used machine readable format.

In order to exercise any of the rights set out above, please contact our data protection representative at lauramyles@fod.ie or by post at Flynn O'Driscoll, Unit 16, Galway Technology Centre, Mervue, Galway, Ireland.

If you are unhappy with how we process personal data, we ask you to contact us so that we can rectify the situation.

You may lodge a complaint with a supervisory authority. The Irish supervisory authority is the Data Protection Commission.

The rights described in this section are personal rights and are exercisable only by or on behalf of the individual data subject concerned.

11.3 Requirements to process personal data

If you do not provide us with your personal data for the purposes described above, we cannot provide you with legal advice and/or represent you in legal proceedings.

11.4 Automated decision-making and profiling

We do not use any personal data for the purpose of automated decision-making or profiling.

12. ELECTRONIC COMMUNICATIONS

You acknowledge that the electronic transmission of information by email or otherwise may be delayed, intercepted, corrupted or otherwise fail to be delivered.

The risk of cybercrime is a very real risk that both of us must be constantly aware of.

This Firm will communicate with you and third parties as the urgency requires by post, telephone, fax, face to face and (unless you advise us in writing that you do not wish us to do so) by email. Email is an important business tool, but there are certain risks associated with it, and we will only use it subject to you recognising that:

- a) Email may not be secure;
- b) The delivery of email in terms receipt generally and time of receipt is uncertain. You cannot assume that an email you send has reached its intended recipient and that it has been read at the time of sending. You can only assume that it will be read by this Firm within a reasonable time of receipt, subject to any out of office notifications you may receive. If any degree of urgency attaches to your instruction, you must verify by telephone that the email has been received by the intended recipient;
- c) We will be entitled to treat all messages as genuine, complete and accurate;
- d) Incoming emails are subject to screening for spam, viruses and other undesirable content, and will be quarantined (and, therefore, not read) if any such content is detected or if the email emanates from an unknown source;
- e) If you do not want us to communicate with you by email, in light of these risks, please let us know. For the avoidance of doubt, we may act on email instructions received and we will act also on oral instructions, although we will endeavour to keep a written or digital record of such instructions.

We shall use our reasonable endeavours to ensure that electronic communication that we send are free from viruses and any other material which may cause harm to any computer system. You undertake to act likewise with any electronic communications you send to us. We reserve

the right to monitor all email communications through our network.

We have certain procedures which must be strictly adhered to, if monies are to be transferred by us to you or a third party. We shall not be liable to you in respect of any claim or loss arising in connection with an electronic communication or cybercrime other than where such claim or loss arises from bad faith or wilful default on our part.

13. DOCUMENT STORAGE AND DESTRUCTION

Save for documents in respect of which we have specific instructions from you we will store documents relating to a matter for a minimum of 6 years. Thereafter we may destroy them without further reference to you. Personal data will be retained in accordance with our data retention policy.

14. MONEY LAUNDERING

We are required to comply with all relevant anti-money laundering legislation. Among other matters, this means that in order to act for a new client we have to be satisfied as to that client's identity in accordance with the prevailing anti-money laundering legislation and procedures. We may also be obliged to ask you about the source of funding of transactions which we are working on your behalf.

There are also circumstances under anti-money laundering legislation in which we can be required to make a confidential report to national criminal intelligence bodies of grounds on which we know or suspect that a criminal offence has been committed. In that event, we will not be permitted to inform you of such a report.

15. LIMITATION OF LIABILITY

The potential total aggregate liability of Flynn O'Driscoll Business Lawyers to you, whether arising from breach of contract, tort (including negligence, misrepresentation or otherwise), breach of statutory duty or otherwise arising out of or in connection with our engagement and whether related to any act, omission, statement or delay in acting will be limited to the lower of the fee estimate set out in our Section 150 notice (if any) and the amount that could be met without recourse to the personal assets of any partner or related person.

We shall not be liable for any indirect or consequential loss nor shall we have any liability whatsoever arising out of any action that we, in good faith, consider is necessary for us to comply with anti-money laundering legislation or any other legislation, rule, regulation or order of a Court.

We shall have no liability to any third party for any services or advice that we provide to you nor shall we have any liability for any services or advice given by any third party whom we instruct on your behalf including, without limitation, any legal and other professional advisers.

Where we and your other advisers and/or third parties are responsible for any loss suffered by you, our liability for that loss will also be limited to a just and equitable proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged other professional advisers to represent or advise you on a matter in which we

are involved and you agree with any of them that their liability to you will be limited, our liability to you will not exceed the amount which would have applied in the absence of that limitation. Nothing in this clause or the Section 150 notice or Terms shall exclude or limit our liability to you (i) for fraud or fraudulent concealment or (ii) to the extent that liability may not be excluded or limited by any applicable law.

You agree not to bring a claim against any of our employees personally.

We shall have no liability to you where we have not been paid in full for our services. No right of set off can be applied by you.

16. INDEMNITY

You acknowledge that you might engage the Firm and / or Flynn O'Driscoll Secretarial Limited and / or Flynn O'Driscoll Management Services Unlimited Company and / or one or more of the Firm's partners (the "Indemnified Parties" and each an "Indemnified Party") as legal advisor, company secretary, non-executive director or otherwise (the "Service"). You acknowledge that the Companies Act 2014 and / or related legislation (including but not limited to the European Union) (Anti Money Laundering: Beneficial Ownership of Corporate Entities) Regulations 2019) imposes certain strict legal obligations on the Indemnified Parties and that failure to comply with such obligations may result in fines / penalties being imposed on certain or all of the Indemnified Parties. In consideration of our agreeing to provide the Service, you agree to fully indemnify the Indemnified Parties and hold them harmless against:

- a) all costs, damages, charges, losses, fines, fees, expenses and liabilities including any direct, indirect or consequential losses, loss of reputation and all interest, penalties and legal costs arising out of or in connection with any proceedings or other claim brought against you or an Indemnified Party for an actual or alleged breach of any legal obligation or statutory duty imposed on you and/or an Indemnified Party in the provision of the Service; and
- b) amounts paid (or due to be paid) by the Indemnified Parties by reason of anything done or not done by you and/or the Indemnified Parties in any capacity in connection with the provision of the Service, including but not limited to any costs or other liability incurred by the Indemnified Parties in defending any legal proceedings or dispute against them in connection with the provision of the Service.

This indemnity will not apply in respect of any fraudulent behaviour or criminal act which the Indemnified Parties may knowingly or recklessly commit.

17. NO INVESTMENT / FINANCIAL / TAX ADVICE

The scope of our engagement does not and will not include giving you advice on the merits of entering into any transaction or investments. When providing our services, we will assume that you have decided or will decide to negotiate and enter into any such transaction or engage in litigation solely on the basis of your own evaluation of it. We will not communicate, either to you or on your behalf to any other person, any invitation or inducement to engage in

investment activity, and nothing we write or say should be construed as any such invitation or inducement. We do not provide any form of tax or financial advice whatsoever and would suggest that you retain appropriate personnel to assist you in relation to such aspects, should the need arise.

18. CONFLICTS

We have procedures in place to identify and address potential conflicts of interest between clients and/or this Firm. In some circumstances we may be precluded from accepting instructions as conflicts of interests may arise. You agree to provide us with all necessary facts and details so that we can carry out such searches. On occasions we may be asked to advise a client whose business competes with yours or whose interests may potentially conflict with your own. Where we are not prevented from doing so by duties of confidentiality our normal practice is to discuss potential conflict issues with you.

19. FORCE MAJEURE

This Firm will not be liable to you for any failure or delay in performing our services or obligations under these Terms or the Section 150 notice if the failure is due to a cause or causes outside our control or outside the reasonable control of any third party which has failed to perform its services. Notwithstanding any force majeure event which may affect this Firm and / or you and / or your business and / or the counterparty to any work carried out by us on your behalf, all fees, costs and expenses shall be due and payable by you to this Firm.

20. TERMINATION

You may terminate our services at any time by notice in writing and where practicable, upon giving reasonable prior notice.

The Firm may decide to stop acting for you, including but not limited to, if:

- a) you fail to give adequate instructions within a reasonable time of request, or if we perceive that the necessary relationship of mutual trust and confidence required for a workable solicitor/client relationship no longer exists; or
- b) you fail to discharge an invoice or comply with a request for payment on account in accordance with our Terms or we consider that payment of fees and disbursements may be at risk; or
- c) you have not complied with these Terms or other terms agreed in writing; or
- d) the Firm becomes required by law or by our professional rules or ethics for us to cease to act for you.

Termination of our services will not affect your responsibility to pay for legal services rendered and additional charges incurred before and after termination and in connection with an orderly transition and/or printing of your files.

Our engagement will be considered terminated upon our completion of the specific services that you have retained us to perform, if open-ended services are agreed upon, when more than six months have elapsed from the last time you requested and we furnished any billable services to you. If you later retain us to perform further or additional

services, our engagement will be revived, subject to these and any subsequent written terms. The fact that we may inform you from time to time of developments in the law which may be of interest to you, by newsletter or otherwise, should not be understood as a revival of our engagement.

On termination you will pay all outstanding and accrued fees and expenses. Our retainer relating to a matter will be deemed to terminate on delivery of our final invoice relating to the matter.

All accrued rights and liabilities under these Terms and our engagement letter and, in particular, the provisions of clauses 2, 6, 8, 9, 11, 12, 14, 21 and 22 of these Terms shall survive and remain in full force and effect notwithstanding termination.

21. SEVERABILITY

If any provision in our Terms is or becomes invalid, illegal or unenforceable then it shall, to the extent required, be severed and shall be ineffective and the validity of the remaining provisions shall not be affected in any way.

22. DISPUTE RESOLUTION

Without prejudice to your right to refer a matter or complaint to the Legal Services Regulatory Authority, if any dispute arises out of or in connection with your instructions, then the parties shall attempt to settle it by mediation in Dublin in accordance with the CEDR Model Mediation Procedure. If the dispute is not settled by mediation within a reasonable period then it shall be referred to and finally resolved by arbitration in accordance with the Arbitration Act 2010. There shall be one arbitrator to be mutually agreed between us and the place of the arbitration shall be Dublin. If agreement is not reached between us as to the appointment of the arbitrator within 21 days of either party suggesting an individual for appointment, the matter can be referred to the President of the Law Society of Ireland by either party who shall appoint as arbitrator a senior counsel and such decision shall be final and binding.

Nothing in this clause shall prevent us from applying to a court of competent jurisdiction for the recovery of fees and expenses, including those of any third party, incurred on a matter on which you have instructed us, nor from taking any steps we consider necessary if proceedings are issued against us by a third party (such as joining you as a party to such proceedings).

23. VARIATION

A variation of these Terms is valid only if it is in writing.

24. SEARCHES

Where we engage a firm of law searchers to conduct law searches (such as Property Registration Authority searches, planning searches etc.), we do so as your agent. We will provide you with details of the indemnity insurances of the relevant service provider upon request.

25. GOVERNING LAW

These Terms, our engagement letter, this Section 150 notice and any dispute between us shall be governed by, and construed in accordance with, the laws of Ireland.