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# International Engagement Terms

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Date of Document: August 2026

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## Section 1 – Who are we?

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1 When we refer to “Osborne Clarke” we are referring to one or more of the member entities of Osborne Clarke Verein, a Swiss verein, or to certain associated entities (each an “OC Associated Entity”). Osborne Clarke Verein does not itself provide legal or any other services to clients. A list of the member entities (each an “Osborne Clarke Verein Member”) and other relevant OC Associated Entities is set out below.

- 1.1 Osborne Clarke LLP (England), a limited liability partnership registered in England and Wales with registered number OC397443 whose registered office is at One London Wall, London EC2Y 5EB, UK. It is authorised and regulated in the UK by the Solicitors Regulation Authority and is registered as a recognised body with SRA number 619990;
- 1.2 Osborne Clarke GmbH & Co. KG (Germany), a professional services company with limited liability established under German law (and registered in the commercial register under number HRA 38178) whose principal place of business is Innere Kanalstr. 15, D-50823 Köln, Germany;
- 1.3 Osborne Clarke España S.L.P. (Spain), a professional private limited liability company (sociedad de responsabilidad limitada profesional) incorporated under the laws of Spain with registered offices at Av. Diagonal, 477, planta 20, 08036 Barcelona, Spain and provided with tax identification number (NIF) B-65697609, registered with the Commercial Registry of Barcelona and with the Registry of Professional Partnerships of the Barcelona Bar Association;
- 1.4 Osborne Clarke Studio Legale (Italy), a partnership established under the laws of Italy whose registered office is Corso di Porta Vittoria 9, 20122 Milan, Italy (VAT number 10924500159);
- 1.5 Osborne Clarke BV/SRL (Belgium), a professional private limited liability company incorporated under the laws of Belgium with registered offices at Bastion Tower, Marsveldplein 5 Place du Champ de Mars, 1050 Brussels, Belgium;
- 1.6 Osborne Clarke SELAS (France), a simplified joint stock professional company incorporated under the laws of

France with registered offices at 163, Boulevard Malesherbes, 75017 Paris, France;

- 1.7 Osborne Clarke N.V. (The Netherlands), a professional limited liability company incorporated under the laws of The Netherlands with registered offices at Jachthavenweg 130, 1081 KJ Amsterdam, The Netherlands, registered with the Trade Register of the Chambers of Commerce with registration number 60184965;
- 1.8 Osborne Clarke Advokatfirma AB (Sweden), a limited liability company (aktiebolag) established under the laws of Sweden with registered number 559291-2603 whose registered office is at Mäster Samuelsgatan 6, 111 44 Stockholm, Sweden. It is a law firm whose shares are directly or indirectly owned by individual professionals who are members of the Swedish Bar Association (Sw. Advokatsamfundet);
- 1.9 OC Queen Street (Singapore), a limited liability company established under the laws of Singapore with offices at 1 Raffles Place #04-61, One Raffles Place Tower 2, Singapore 048616; and
- 1.10 Zhang Yu & Partners (Shanghai) is a law firm licensed in China by the PRC Ministry of Justice with its principal place of business at Suite 708, West Wing, Shanghai Centre, 1376 Nanjing West Road, Shanghai, China, 200040.
- 1.11 Osborne Clarke, Inc. (USA), a Delaware-incorporated company with filing no. 5032434 whose principal office is 455 Market Street, Suite 1100, San Francisco, CA 94105, United States. Osborne Clarke, Inc. does not provide US legal advice, but may advise on the laws of other jurisdictions in which its employees are qualified.
- 1.12 Osborne Clarke Olkiewicz Świerzewski i Wspólnicy S.K.A. is a limited joint-stock partnership incorporated under the laws of Poland with registered offices at 49 Mokotowska Street, 00-542 Warsaw, Poland, registered in the register of entrepreneurs of the National Court Register under number KRS 0000956511.
- 1.13 Each Osborne Clarke Verein Member is a separate regulated legal entity providing legal and other client services in accordance with the laws of the jurisdictions in which it operates. Further details of the member entities and OC Associated Entities that provide legal or other services to clients in each country can be found on our website at [osborneclarke.com](https://osborneclarke.com).
- 1.14 Each Osborne Clarke Verein Member and OC Associated Entity accepts liability for the provision of services it provides. Unless explicit written agreement is

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## Section 1 – Who are we?

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given by each entity involved, no Osborne Clarke Verein Member or OC Associated Entity is responsible for the acts or omissions of, nor has the authority to obligate or otherwise bind, any other Osborne Clarke Verein Member or OC Associated Entity.

- 1.15 The use of the name “Osborne Clarke” and words or phrases such as “international legal organisation”, “firm”, “law firm” or “practice” used in relation to the Osborne Clarke Verein, any Osborne Clarke Verein Member or any OC Associated Entity are for convenience only and do not mean that the Osborne Clarke Verein or all or any Osborne Clarke Verein Members or OC Associated Entities are in partnership together or accept responsibility for each others' acts or omissions.
- 1.16 The Osborne Clarke Verein will not be liable for the acts or omissions of any Osborne Clarke Verein Member or OC Associated Entity.

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## Section 2 - Universal Terms and Conditions

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### 1 Definitions

- 1.1 **Applicable Law(s)** means the law, in force at the time of delivery, applying to a particular matter.
- 1.2 **“Osborne Clarke”, “we”, “us” or “our”** means the relevant Osborne Clarke Verein Member or OC Associated Entity and any successors in business of each entity, including a company or limited liability partnership (“LLP”), and any individual member, employee or consultant of such successor.
- 1.3 **Regulatory Requirements** means the laws which govern the provision of professional services in the jurisdiction in which they are provided, as well as any other Applicable Laws and any requirements of national or international regulators.
- 1.4 **“You” or “your”** means the person or entity named as the client in relation to a particular matter.

### 2 Applicable terms

- 2.1 Our terms of business (“Terms”) apply to and govern the contract between you and us.
- 2.2 All matters are governed by Sections 1 and 2 of these Terms in addition to whichever Section or Sections, after Section 2, are applicable to the Osborne Clarke Verein Member entity/entities you instruct.
- 2.3 The Terms may be amended/supplemented by agreement in writing (“Engagement Letter”) and such agreement may be further supplemented during a matter in writing (“Supplemental Engagement Letter”).
- 2.4 The Terms should be read together with our Engagement Letter and, if applicable, our Supplemental Engagement Letter: together they form the contract. In the event of a conflict, the latest engagement letter will prevail.
- 2.5 Our Terms also incorporate additional information prescribed by Regulatory Requirements which is detailed on our website and referenced in these Terms (“Regulatory Information”).
- 2.6 The contract will come into force at the moment when you confirm the Engagement Letter (orally or in writing or electronically or tacitly) or at the moment when the services are commenced.
- 2.7 These Terms and/or the Regulatory Information may be updated from time to time and we will draw your attention to this via notices in our email footers. We may not send a tailored communication to notify you.
- 2.8 Updates to the Regulatory Information will prevail over the version previously provided.

- 2.9 If you engage us to act for you in any new matter following such update, then such new engagement will be on the terms of the most recent version of our updated Terms.
- 2.10 If you require a hard copy of these Terms or any webpages referenced from time to time please let us know.
- 2.11 In the event that our Engagement Letter changes we will inform you in writing.

#### Joint clients

- 2.12 You agree to share information freely between you (which means we may continue to disclose such information between you after your retainer with us has ended) and you are aware that privilege will be retained by you jointly.
- 2.13 If one of you does impart confidential information to us or a currently unforeseen conflict arises we may need to cease acting for one or all of you.
- 2.14 If you are unable to resolve a dispute that is material to the instruction, we may be unable to continue to act for any of you.
- 2.15 If a discrete disagreement arises in respect of a peripheral aspect of the instruction, we will not be able to act for any of you in relation to that discrete disagreement.
- 2.16 Each of you is free to seek separate legal advice on that discrete disagreement. Thereafter you may jointly instruct us on any agreed position that is reached and we will document the agreed commercial terms.
- 2.17 You will retain ownership of your papers jointly.

### 3 Compliance with Regulatory Requirements

- 3.1 In providing services to you we will take the necessary steps to comply with our Regulatory Requirements, even if to do so is inconsistent with our Terms.
- 3.2 We are unable to accept an instruction if there is a conflict of interest or a significant risk of a conflict as prescribed by our Regulatory Requirements and/or the requirements of our regulators.
- 3.3 If you are or become aware of an actual or potential conflict you must inform us without delay.
- 3.4 There are certain limited exceptions where we may be able to act for two or more clients; where this is permitted pursuant to our Regulatory Requirements we will not act unless we have the consent of all parties.

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## Section 2 - Universal Terms and Conditions

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### Money laundering identity evidence

- 3.5 The law on anti-money laundering and counter terrorist financing requires us to obtain satisfactory evidence of your identity and source of funds as related to any transactions and/or the payment of our bills; and to verify that information and keep it up to date. We may request you to assist us with this process.
- 3.6 You agree that we can, if necessary, carry out a credit search against you.
- 3.7 If we cannot comply with the Regulatory Requirements we reserve the right to cease working for you. Where permitted, we will give you reasonable notice.
- 3.8 Do not send money to us unless expressly requested by us to do so. If you do send money prior to our request and we have not yet met our Regulatory Requirements, we may:
- (a) need to stop working for you and make a money laundering disclosure to the relevant authority; and/or
  - (b) not be able to return those funds to you.
- 3.9 Do not disclose our bank details to a third party without our written consent.
- 3.10 We may terminate the provision of any services to you, or be instructed to do so by the relevant authorities, if you fail to provide evidence of identity or if we suspect that you or any other party connected with you is involved in activities proscribed by the Applicable Laws.
- 3.11 If, while we are acting for you, it becomes necessary to make a money laundering disclosure, because we know or suspect that a transaction involves money laundering or terrorist financing, we may not be able to inform you that a disclosure has been made or the reasons for it. We may have to stop working on your matter for a period of time and may not be able to tell you why.
- (a) We cannot accept any liability for loss where it arises as a result of any such disclosure to the authorities made in good faith.
  - (b) Where the law permits us to do so, we will tell you about any potential money laundering problem and explain what action we may need to take.

### Bribery

- 3.12 Neither you nor we shall undertake any act that would cause the other party or its affiliates to be in violation of any anti-bribery and corruption laws and regulations

and any legislation or regulations of equivalent or similar nature in any other jurisdiction

## 4 Our services

- 4.1 The scope of a matter (and any changes) will be agreed with you. We have no obligation to advise on issues outside of the agreed scope.
- 4.2 We will determine how and by which person or persons the services will be performed. If the Engagement Letter provides that specifically named persons will perform the services, we will make reasonable efforts to ensure that these persons perform the services. We have the right to replace the persons named in the Engagement Letter by persons of comparable expertise.
- 4.3 If a matter requires professional services in a jurisdiction other than the one where the initially instructed entity is located, we will, unless advised otherwise, instruct one of the Osborne Clarke Verein Members on your behalf.
- 4.4 Where such instruction takes place, we will issue a Supplemental Engagement Letter to you. For the avoidance of doubt, this may result in the services to be provided by the secondary entity being described in a distinct appendix in that Supplemental Engagement Letter and where this is the case:
- (a) in relation to the work done by the primary entity, the relevant Sections of these Terms are Sections 1 and 2 of this document in addition to whichever Section, after Section 2, is applicable to that primary entity; and
  - (b) in relation to the work done by the secondary entity, the relevant Sections of these Terms are Sections 1 and 2 of this document in addition to whichever Section, after Section 2, is applicable to that secondary entity; and
  - (c) unless explicit written agreement is given by each Osborne Clarke Verein Member or OC Associated Entity involved, any combination of Engagement Letters is not intended to override Section 1 of these Terms and create a responsibility in the primary entity for the acts or omissions of any other Osborne Clarke Verein Member or OC Associated Entity.
- 4.5 Unless otherwise agreed, we may engage third parties and incur their charges as agent on your behalf.
- 4.6 You agree we may outsource certain services to third party organisations.
- 4.7 You will ensure that we are informed without delay of facts and circumstances which may be relevant in connection with the proper performance of our services.

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## Section 2 - Universal Terms and Conditions

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- 4.8 Neither party to these Terms may transfer the rights and obligations arising from or related to the Terms to a third party without the other's express written permission, except as provided in clause 16.

### 5 Fees, costs and money

#### Our fees

- 5.1 The nature of our fees will be set out in our Engagement Letter.
- 5.2 If you want to put a limit on the fees we incur please let us know.
- 5.3 Unless otherwise agreed:
- (a) an hourly rate is charged for each professional (reflecting their level of experience). Rates are reviewed periodically;
  - (b) we charge for the time spent on a matter;
  - (c) we may charge extra if the work is particularly complex: we will agree this with you, in writing, in advance;
  - (d) extra fees may be charged if we:
    - carry out work after completing the matter, such as company filings,
    - send any reports we produce for you to a third party, and
    - give you use of our own know-how.
- 5.4 Our charges are not contingent and are payable whether or not a matter is concluded.
- 5.5 If you have jointly instructed us, both you and the other party will be jointly and severally liable for the payment of the invoice amount or as otherwise agreed in writing with us.
- 5.6 In circumstances where we agree to work for a fixed fee, and the assumptions that the fixed fee agreement is based on prove to be incorrect, or we are asked to undertake work excluded from the original scope, we reserve the right to charge an additional fee.

#### Estimates

- 5.7 Any estimate provided is a guide; it is not a quote or an offer to provide services at a fixed fee.
- 5.8 We review estimates regularly and, if applicable, we will update an estimate in writing.
- 5.9 Estimates are exclusive of disbursements, expenses and any other provided services which may be ancillary to the matter.

- 5.10 The amount invoiced by us may differ from earlier estimates

#### Disbursements and other charges

- 5.11 We may add the following to our fees:
- (a) disbursements including, but not limited to:
    - any amount charged to us by third parties for their services associated with the matter;
    - mandatory fees incurred in the matter, including court fees, government taxes, notary and registrar fees, sworn translation costs, search fees, etc.;
    - expenses incurred by us such as travel costs/ accommodation; and
    - if we carry out work for you outside normal working hours we may charge you for reasonable travel and subsistence costs that we incur as a result.
  - (b) internally provided services, including photocopying, scanning, conference calling facilities and CHAPS payments;
  - (c) the cost of additional administration in relation to our engagement which is a Regulatory Requirement given the nature of the matter or your legal status; and
  - (d) document storage and retrieval costs, where appropriate.
- 5.12 If necessary we may obtain external reports to discharge our obligations in respect of money-laundering/credit checking purposes. We may charge you for any costs that we incur.
- 5.13 Unless otherwise agreed with you, our engagement does not include providing a formal legal opinion letter or audit letter to you or any third party. We may charge you for any costs that we incur.

#### Money on account

- 5.14 We may request, at any time, that you pay all or part of our estimated or agreed fee and/or disbursements before work is undertaken.
- 5.15 If this payment is not made, we reserve the right to stop working and charge for work we have done.
- 5.16 If we act for a limited liability entity we may require additional security for our costs (including in the form of guarantees from the directors). We will advise you if this is required.



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- 5.17 If our fees and/or disbursements are less than any sum paid in advance we will return the money to you unless prevented by a Regulatory Requirement.

### Billing

- 5.18 Unless otherwise agreed in writing, we will bill you on an interim basis: monthly; at the end of our financial year; on completion of your matter; and whenever extra fees, disbursements and costs as previously described are incurred post-completion.
- 5.19 Our bills will clearly show how the fee is made up.
- 5.20 Our bills are payable on delivery. If there is a delay in paying our bill we reserve the right to charge you interest on the amount of the bill or any part that remains unpaid (including disbursements) with effect from the expiry of one month from the date of the bill until it is paid.
- 5.21 If a third party is paying your bill please advise us as soon as possible. You will remain responsible if they do not pay. We may request written confirmation that they have agreed to pay our bill.
- 5.22 We may stop working on your matter, if you do not make a requested payment on account, or if payment of any bill is overdue.
- 5.23 We reserve the right not to complete the engagement if all sums due have not been paid in full. In such cases, we will do our best to notify you immediately.
- 5.24 We may also discharge any outstanding bills from funds that we receive or hold on your behalf. If we have to take proceedings against you because you do not pay our bill, we will ask the court to order you to pay all of the costs that we incur as well as the sum outstanding and any interest.
- 5.25 If we receive payment of your bill(s) from an unknown third party we may need to stop working and make a money-laundering disclosure in line with Regulatory Requirements.
- 5.26 Please contact us if you require our billing process to be customised to suit your internal administrative processes. We will endeavour to comply but, in the event we cannot, this will not exempt you from payment.
- 5.27 Where you have asked us to provide you with electronic bills via a third-party supplier of e-billing services, we will not be liable to you or any third party for any loss or damage suffered as a result of any act, omission, fraud, delay, negligence, insolvency or default of any such supplier or that of the directors, officers, employees, agents or representatives of any supplier.

### Methods of payment

- 5.28 We do not accept cash from clients. If you deposit cash directly with our bank we reserve the right to charge you for any additional checks necessary to prove the source of the funds.
- 5.29 If we pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

## 6 Exclusions of liability

- 6.1 Subject to clauses 7 and 8 we will not be liable for:
- (a) any indirect loss or damage; or
  - (b) any loss of profit, income, production costs; or
  - (c) any other such indirect losses howsoever described, whether in contract, tort, statute or otherwise and howsoever caused.
- 6.2 Subject to clause 8 we will not be liable for any advice or opinion given to you by any third party (whether or not recommended, nominated or instructed by us as agent on your behalf).
- 6.3 We will not be liable for any loss suffered by you as a result of the fact that you or any third party:
- (a) did not inform us in good time of, or withheld from us, facts and circumstances that may be relevant in connection with the proper performance of the engagement; and
  - (b) misrepresented the facts.

## 7 Limitation of liability

- 7.1 Please review the limitations set out below. We can discuss varying the limitations with you, but we reserve the right to vary our fees accordingly.

### Liability cap

- 7.2 Where we have agreed a liability cap with you this is a maximum aggregate liability in respect of all claims in contract, tort or otherwise arising out of the performance/non-performance of our engagement, unless otherwise specifically agreed.
- 7.3 Where no liability cap is specified in the Engagement Letter, it will be £10 million (GBP).
- 7.4 If you have instructed us jointly with another party and/or where we agree that someone else may rely on our advice to you, the cap will represent our total liability to all of you. In the absence of agreement it will be a matter for either: you; the court; or an arbitrator to decide how the cap will be divided.



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### Osborne Clarke Verein Members

- 7.5 If more than one Osborne Clarke Verein Member or OC Associated Entity is advising you, the liability cap for each entity will be set out in its respective Engagement Letter.
- 7.6 Where no liability cap is specified in the Engagement Letter, it will be £50 million (GBP) per entity.
- 7.7 We will decide how any sum payable to you as a result of a successful claim by you against one or more Osborne Clarke Verein Members or OC Associated Entities will be divided between those entities.

### Third parties

- 7.8 Unless otherwise specifically agreed with you in writing:
- (a) any documentation prepared by us and provided to you or advice given to you by us is intended solely for your own use and is not intended to be given to or relied upon by any other person unless agreed by us in writing;
  - (b) we will not be liable to any third party for any loss they claim to have suffered in the event that they receive a copy of, read or act upon our advice to you; and
  - (c) no person other than you has any right or entitlement in relation to our Engagement Letter with you.
- 7.9 If you ask us to treat a third party as a joint client for the purposes of enabling them to pay the bill, you agree that they will consent in writing to waive their rights to claim for the work we have performed for you.

### Other professional advisers – proportionate liability

- 7.10 If you instruct other professional advisers on a matter we are working on you are responsible for ensuring:
- a) such instruction is complete and accurate; and
  - b) any product created by either that professional or us is shared as appropriate.
- 7.11 We will inform you in advance if we propose to instruct a professional adviser on your behalf, unless that adviser has been selected by you.
- 7.12 If we instruct another professional adviser on your behalf we will act as your agent and will not be liable for their advice, omission or negligence.
- 7.13 If other professional advisers are instructed on a matter we are working on our liability for any loss or damage suffered due to a breach of any duty owed to you shall be limited to such sum as we ought reasonably to pay

having regard to our responsibility for that loss or damage, on the basis that:

- (a) we will not be liable for losses that may be attributable to the other professional advisers (whether or not such persons or organisations have limited or excluded their liability); and
  - (b) such other professional adviser(s) will be deemed to have paid to you such contribution as may be appropriate having regard to the extent of their responsibility for such loss or damage.
- 7.14 Please ensure that other professional advisers acting for you:
- (a) have not limited their liability to reduce the damages recoverable from them; and
  - (b) have adequate insurance cover.
- 7.15 We will, if requested, review and advise on the contractual terms of any such professionals, and will agree the potential fee that we will charge you for this service in advance of us undertaking the work.

## 8 Exceptions

- 8.1 Nothing in these Terms exempts us from liability arising from our fraud or where Regulatory Requirements prohibit the exclusion of such liability.

## 9 Confidentiality, data protection and disclosure

- 9.1 You and we will comply with applicable data protection legislation in relation to any personal information you share with us.
- 9.2 You will only provide us with personal information if such information is required in order for us to discharge our regulatory obligations or contractual obligations to you, or we request such personal information from you. In respect of any personal information you share with us you shall ensure that such personal information is accurate and up to date, that you have necessary authority from the data subject(s) for us to use and transfer it in respect of the matter(s) that we are working on for you (or in relation to new matters that you are proposing to instruct us on), and that the data subject(s) have been given a copy of our Privacy and Confidentiality Policy: [osborneclarke.com/website-privacy](https://osborneclarke.com/website-privacy).
- 9.3 In providing legal services we will generally act as a data controller in respect of personal information. We may process personal and/ or confidential information for the purposes of any of: (i) providing the services;(ii)

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maintaining and using IT systems; (iii) quality, risk and client management activities; (iv) providing you with information about us and our range of services; (v) preparing client proposals and responses to client tenders; and (vi) complying with any requirement of law, regulation or a professional body of which we are a member. Please see our Privacy and Confidentiality Policy for further details: [osborneclarke.com/website-privacy](http://osborneclarke.com/website-privacy).

- 9.4 We may transfer personal and confidential information shared with us to other Osborne Clarke Verein Members and OC Associated Entities, subcontractors and IT service providers in relation to any of the purposes as set out in clause 9.3. Some of these recipients may be located outside the European Union or the UK. Such transfers will only be made to a recipient who is: (i) in a country which provides an adequate level of protection for personal information; or (ii) under an agreement which covers the requirements for the transfer of personal information to data processors outside the EU or UK (as applicable). To the extent we act as a data processor in relation to personal information transferred to us, we will: (i) process it only on your lawful written instructions; (ii) implement appropriate technical and organisational measures designed to ensure its security; (iii) impose confidentiality obligations on personnel not subject to the regulatory duty of confidentiality; (iv) transfer it only to sub-processors (as set out in our Privacy and Confidentiality Policy) under a written contract which imposes obligations equivalent to those in this clause 9.4 and you authorise us to transfer your personal data to them; (v) provide you with reasonable assistance in carrying out any legally required data protection impact assessments, complying with the rights of data subjects and complying with your own data security obligations under applicable data protection legislation; (vi) notify you without undue delay after becoming aware of a breach in respect of it; (vii) subject to any legal or regulatory obligation, on your request either return or destroy it when the agreement ends; and (viii) on your written request, provide you with reasonable information necessary to demonstrate our compliance with this clause 9.4, which may include any available third party security audit reports.
- 9.5 Personal and confidential information that you share with us may be stored using cloud technology that is managed by third party service providers. Appropriate technical and organisation measures will be deployed at all times by the third party service providers in order to protect your personal and confidential information.

- 9.6 We use legal technology tools, including tools that incorporate artificial intelligence (AI) functionality, machine learning and generative AI, whether developed internally or provided by third parties, as part of our service delivery. These technologies may process your confidential information, strictly for the purpose of delivering or enhancing legal services. We do not seek client consent where our use of those tools is ancillary to our work on a matter, or where we use those tools to carry out routine tasks. We will ensure that any such use complies with our legal and regulatory obligations, including the duty to maintain client confidentiality. You acknowledge the use of your confidential information in AI systems on the basis set out herein. This does not affect any individual's rights under applicable data protection laws or our legal and regulatory obligations.

- 9.7 In relation to the purposes set out in clause 9.3, your information may be subject to limited automated processing, where to do so is consistent with our legal and regulatory obligations.

- 9.8 The scope of our obligations as to disclosure in respect of how we collect, use and retain personal information, is set out in our Privacy and Confidentiality Policy on our website at <http://www.osborneclarke.com/website-privacy>.

## 10 Intellectual property

- 10.1 We reserve all rights in respect of products of the mind that we use or have used, or develop or have developed, in performing the services.
- 10.2 You are expressly prohibited from reproducing, disclosing or exploiting the products referred to in clause 10.1 above.
- 10.3 We may use, continue to develop and exchange with other Osborne Clarke Verein Members and OC Associated Entities the knowledge, experience and general skills acquired by us as a result of performing the services.

## 11 Insider lists

- 11.1 Where we are in possession of inside information (as defined under Applicable Law) in connection with any matter on which we are instructed, we will maintain a list of our staff with access to such information (an "Insider List"), in line with Applicable Law.
- 11.2 We will provide a copy of our Insider List to any relevant authority to enable you to meet any request made of you by the relevant authority pursuant to Applicable Law.

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## Section 2 - Universal Terms and Conditions

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- 11.3 We will take reasonable steps to ensure that any person whose name is on an Insider List is aware of the legal and regulatory duties entailed and of the sanctions for misuse or improper circulation of such information.

### 12 Security of electronic documents

- 12.1 We may communicate with each other by means of electronic communications.
- 12.2 We have taken reasonable steps to ensure that the information and communication systems that we use are secure.
- 12.3 We cannot guarantee such systems are safe from attack or that electronic communications between you and us will be secure, virus free or successfully delivered.
- 12.4 We do not accept liability if electronic communications between you and us are intercepted, delayed, corrupted or not received or received by persons other than the intended recipient.

### 13 Documents

- 13.1 If we take papers out of storage in relation to continuing or new instructions to act for you, we will not normally charge you for such retrieval.
- 13.2 We may charge you for:
- (a) time spent producing stored papers that are requested; and/or
  - (b) reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers; and/or
  - (c) expenses we incur, which may include: making copies of retrieved documents; arranging specialised secure storage facilities; or storage of large volumes of documents.
- 13.3 If outstanding fees are owed to us we are entitled to keep all of your documents until such fees are paid.
- 13.4 If we act for you as a joint client, you are entitled along with the other joint client to receive copies of all documents in relation to your matter and to inspect any documents that we are storing.

#### Document retention

- 13.5 We retain data held in soft and hard copy formats for a period of 13 years, subject to exceptions for certain work types. If you require further information please let us know.

- 13.6 You understand that you should safeguard any documents which you retain which are likely to be required for disclosure.

### 14 Law and regulation

#### Consumer Contracts Regulation

- 14.1 If you are acting for purposes outside your trade, business, craft or profession, and your instructions have not been given to us at a face to face meeting at one of our offices, you have the right to cancel your instructions within 14 days from the day you enter into a contract with us to provide services based on those instructions.
- 14.2 You will lose this right to cancel if you've expressly requested we provide services during the cancellation period and they have been fully performed before you inform us of your intention to cancel.
- 14.3 If you wish to cancel your instructions you may use the form on our website at [osborneclarke.com/CCR](https://osborneclarke.com/CCR) or contact the person who is detailed in your Engagement Letter as being responsible for the overall supervision of the work.
- 14.4 If you cancel and:
- (a) we have not at your express request started to provide services before the end of the 14 day cancellation period, you will (where applicable) receive a refund of any fees paid on account;
  - (b) we have at your express request provided services during the 14 day cancellation period, you will be required to pay for all services provided up to your cancellation request. Where you have made a payment on account, you will in this case receive a refund of this payment less any fees due for services provided.
- 14.5 Unless prevented by a Regulatory Requirement, any refund will be processed without undue delay, and at the latest within 14 days of cancellation, and will be reimbursed using the same method as you used to make the payment on account (unless agreed otherwise). You will not incur any fees as a result of the re-imbursement.
- #### Ending this agreement
- 14.6 You may end your instructions to us in writing at any time.
- 14.7 We may only stop acting for you if there is a good reason, for example:
- (a) if we cannot get clear instructions from you;
  - (b) if you do not pay an interim bill;

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## Section 2 - Universal Terms and Conditions

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- (c) if you do not provide us with money on account which we have requested;
- (d) if you do not provide us with timely instructions;
- (e) if you give instructions inconsistent with the law and refuse to accept that this is the case;
- (f) if you do not accept reasonable advice; or
- (g) if there is a conflict of interest (including both those which were pre-existing prior to instruction but which were not detected and those which are created during the course of the matter).

14.8 We must give you reasonable notice that we will stop acting for you.

14.9 If you or we decide that we should stop acting for you, you will pay our charges up until that point.

14.10 Unless otherwise agreed in writing, there is no obligation for us to:

- (a) update the advice or reports provided to you after the matter completes to reflect changes in the law or if your circumstances change after they have been issued; or
- (b) notify you of any change in law which renders the advice no longer correct or appropriate.

14.11 Any advice, opinion, statement of expectation or recommendations given by us as part of the services will be under no condition or circumstance whatsoever be construed as a guarantee with respect to future events or circumstances.

### Surviving clauses

14.12 All rights and obligations arising from the Terms and Engagement Letter that, by their implication, are intended to continue in force after termination of the services will remain in full force between us and you after the services have ended.

### Governing law and jurisdiction

14.13 These Terms are governed by the law in the jurisdiction of incorporation of whichever Osborne Clarke Verein Member or OC Associated Entity you instruct (or, in the case of Osborne Clarke, Inc., by the law of England and Wales).

14.14 Where you instruct more than one Osborne Clarke Verein Member or OC Associated Entity, these Terms will be governed by the relevant member's jurisdiction of incorporation in relation to the scope of their instruction as per clause 4 of Section 2 above (or, in the

case of Osborne Clarke, Inc., by the jurisdiction of England and Wales).

14.15 Subject to the dispute resolution provisions contained in Sections 3-10 (as applicable), any dispute or legal issue arising from these Terms (or your instruction) will be determined by the law of the jurisdiction of incorporation of whichever Osborne Clarke Verein Member or OC Associated Entity you instruct (or, in the case of Osborne Clarke, Inc., by the law of England and Wales), and considered exclusively by that jurisdiction's courts.

14.16 Where the dispute covers more than one Osborne Clarke Verein Member or OC Associated Entity, each part of the dispute must be pursued against the relevant member separately.

## 15 Severability

15.1 Each of the clauses in these Terms is severable and distinct.

15.2 In the event that any of the clauses (either in whole or part) in these Terms is rendered illegal, void or unenforceable the remaining clauses will remain enforceable.

## 16 Changes to our business

16.1 If we merge with another firm or transfer our business to a limited company, a partnership or an LLP:

- (a) this arrangement, and all rights and liabilities arising from it, will automatically transfer to that new entity or entities; and
- (b) any advice which we give to you after that point will be the responsibility of the company or LLP and not that of any individual member employee, or consultant.

## 17 Complaints

17.1 If you have a complaint or any other issue concerning the services you have received, including a complaint about a bill or information regarding your rights, our complaints procedure and whom to contact is detailed on our website [osborneclarke.com/complaints](https://osborneclarke.com/complaints).

17.2 Notwithstanding anything set out in these Terms, we shall have the right at any time to:

- (a) serve any form of demand or notice or commence or continue with any bankruptcy, winding up or other insolvency proceedings against you;

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## Section 2 - Universal Terms and Conditions

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- (b) seek an order or award (whether interim or final) restraining you from doing any act or compelling you to do any act;
- (c) seek a judgment or award for a liquidated sum to which there is no arguable defence; or
- (d) seek the enforcement of any agreement reached with you or any binding order, award, determination, judgment or decision made against you.

17.3 You agree that we may disclose your file to our insurers and/or brokers where circumstances are to be notified in relation to your matter.

17.4 We may also disclose information about your matter to our insurers and/or brokers in order to determine whether circumstances should be formally notified, and in other circumstances where we are unclear as to whether work on which you instruct us is covered by our professional indemnity insurance.



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## Section 3 – Additional Osborne Clarke LLP Terms and Conditions

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Where you instruct us in the United Kingdom the following Additional Terms apply.

### 1 Applicable Terms

- 1.1 Clause 2.4 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clauses 1.2 and 1.3 of this Section as additional sub-clauses to clause 2.4.
- 1.2 These Terms constitute the contract between you and us and supersede all previous negotiations, understandings and correspondence.
- 1.3 Any advice given by any individual member, employee or consultant is the responsibility of Osborne Clarke and not the individual.
- 1.4 The term “**Director**” when referring to an Osborne Clarke professional means a senior professional who is not a partner nor a director of a company.

### 2 Compliance with Regulatory Requirements

- 2.1 Clause 3 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clauses 2.2 to 2.4 of this Section.
- 2.2 We are not authorised or regulated by the Financial Conduct Authority (“FCA”).
- 2.3 We will assume (unless expressly stated to the contrary in our agreed scope of work for the matter in question) that statutory registration or notification requirements under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended), the UK National Security and Investment Act 2021 and the UK Economic Crime (Transparency and Enforcement) Act 2022 have been complied with (or, if they arise during the course of our instruction, fall outside the ambit of our instructions).

#### Diversity

- 2.4 Osborne Clarke is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees subject to compliance with Applicable Laws.
- 2.5 Please contact us if you would like a copy of our Equality and Diversity Policy.

### 3 Fees, costs and money

- 3.1 Clause 5 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clauses 3.2 to 3.17 of this Section 3.

#### Our fees

- 3.2 Unless agreed otherwise in the Engagement Letter, time is recorded and billed in units of six minutes.
- 3.3 You will inform us as soon as reasonably practicable if our fees are subject to any withholding or deduction in respect of taxes or duties and, if they are, you and we will consider what reasonable steps may be taken to reduce or remove those taxes or duties or the effect of them. If the deduction or withholding is not reduced or removed, we shall be entitled to reflect those taxes or duties in our bills so as to ensure that our overall position net of tax is no worse than it would have been in the absence of the taxes or duties. If you do not inform us before we submit a bill, the amount of the bill will be treated as increased as necessary to ensure that after any withholding or deduction we receive and retain a net sum equal to the amount of the bill

#### Disbursements and other charges

- 3.4 VAT will be charged at the appropriate rate.
- 3.5 We are only permitted to issue a VAT invoice to the beneficiary of our services.

#### Billing

- 3.6 Our hourly rates are reviewed every May.
- 3.7 The rate of interest that we charge is the rate payable for commercial debts under the Late Payment of Commercial Debts (Interest) Act 1998 and is payable on demand.

#### Total Financial Exposure

- 3.8 We may notify you at any time that we are putting in place a cap on our Total Financial Exposure to you (comprising the sum of any unpaid bills and any unbilled work in progress on any or all of your open matters).
- 3.9 Where we have notified you of a cap in accordance with clause 3.7 above, we reserve the right to cease work on any or all of your open matters where our Total Financial Exposure to you exceeds the amount of that cap.

#### Your money and our policy on payment of interest

- 3.10 When we receive money from you or on your behalf, we pay it into a general client account.
- 3.11 We will send you an annual statement setting out the sums which we hold for you.
- 3.12 A full copy of our Interest Policy is available on request or via our website at: [osborneclarke.com/regulatorynotices](https://osborneclarke.com/regulatorynotices).
- 3.13 If we change banks in the future, you will be notified via your annual statement.



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## Section 3 – Additional Osborne Clarke LLP Terms and Conditions

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### Contentious work – costs risk warning

- 3.14 If court proceedings are issued in a matter on which we act for you, you will be responsible for paying our charges in full, even if these are greater than the amount you may recover from another party to the proceedings.
- 3.15 If you win the case:
- (a) your opponent may be ordered to pay your costs. However, such an order rarely covers all costs: it is very difficult to predict, but 65% would be a good result in most cases;
  - (b) there is also the risk that your opponent may not be able to pay your costs; and
  - (c) if your opponent is receiving funding from the Legal Aid Agency it is unlikely you will be awarded costs.
- 3.16 Also, if you enter into litigation funding arrangements with us, insurers or other entities, the costs of setting up and maintaining such arrangements are not recoverable from your opponent.
- 3.17 If the court orders another party to pay some or all of your costs, you may also claim interest on those costs from the date of the court order. We will pay over to you the interest on any of our charges or expenses that you have paid by then, but we are entitled to keep the rest of the interest.
- 3.18 If you lose your case, you will probably have to pay most of your opponent's costs (and possibly interest on them) as well as all of your own. You may be able to buy insurance via an appropriate independent broker to cover any costs you may have to pay. Please let us know if you wish to discuss this.

### Contentious work – paying for your costs

- 3.19 Conditional fee agreements ("CFAs") and damages based agreements ("DBAs"):
- (a) CFAs are complex agreements, in which professionals agree to share some of the risks of the case. This is done by charging some or all of their fees only if the clients win. CFAs change the relationship between professionals and clients and are, therefore, not always appropriate.
  - (b) If you ask us to, we will assess whether we would be prepared to offer to enter into a CFA or DBA with you.
  - (c) Another firm of solicitors may be willing to enter into a CFA or DBA with you where we would not.

### 3.20 Insurance:

- (a) If you have legal expenses cover (this is often a benefit in general insurance policies), please let us know as soon as possible so that we can discuss your cover with the insurer before we do any work.
- (b) If we carry out any work for you before making a claim under the policy, it is unlikely that the insurer will pay the fees and so you will be responsible for them.

### 3.21 Other potential funding:

- (a) In some cases other funding may be available, for example from associated companies or from commercial litigation-funding companies. Please let us know if you would like to discuss the possibility of third party funding for your case.
- (b) As a commercial law firm, we do not undertake publicly funded work, or advise on your potential eligibility for public funding. If you are an individual and at any stage you believe you may be entitled to public funding please let us know and we will be happy to assist you in locating an alternative solicitor.

## 4 Limitation of liability

- 4.1 Clause 7 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clauses 4.2 and 4.3 of this Section.
- 4.2 Regardless of any other provision in these Terms or in our Engagement Letter, the limit of our liability to you will not be less than the Solicitors Regulation Authority's minimum limit of insurance cover, currently £3 million (GBP).

### Third parties

- 4.3 Unless otherwise specifically agreed with you in writing, no person other than the addressee of this Engagement Letter has any right or entitlement in relation to our retainer with you by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## 5 Confidentiality, data protection and disclosure

- 5.1 Clause 9 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clauses 5.2 to 5.7 of this Section.

### Tax avoidance schemes

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## Section 3 – Additional Osborne Clarke LLP Terms and Conditions

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- 5.2 Changes to tax laws mean that advisers must notify HM Revenue & Customs when they become involved in promoting certain tax schemes.
- 5.3 In order to comply with our legal obligations we also reserve the right to make a notification if we reasonably believe that we should and in such way we believe is appropriate.
- 5.4 If such a situation arises, we will inform you about any such disclosure in advance to the extent we are permitted to do so by law or applicable regulation.

### **Solicitors Regulation Authority (“SRA”)**

- 5.5 The SRA may conduct audit or quality checks on our practice. They are required to maintain confidentiality in relation to your files.

### **ISO accreditors**

- 5.6 ISO accreditors may carry out quality checks on our practice. They are required to report to ISO on their findings and are required to maintain confidentiality in relation to your files.

### **Mortgage fraud**

- 5.7 Where we are acting for you and your proposed lender in any transaction, we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes any differences between your mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving you.

## 6 Documents

- 6.1 Clause 13 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clause 6.2 of this Section.
- 6.2 You understand that you should safeguard any documents which you retain which are likely to be required for disclosure.

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## Section 4 - Additional Osborne Clarke Studio Legale Terms and Conditions

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Where you instruct us in Italy the following Additional Terms apply.

### 1 Fees, costs and money

- 1.1 Clause 5 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clauses 1.2 and 1.3 of this Section.

#### **VAT, disbursements and other charges**

- 1.2 In addition to those in clause 5.10 of Section 2, we will add the following to our fees:
- (a) stamp duty or registration charge we may have to pay on your behalf to any notary, or Companies Register, or Court;
  - (b) social security charges;
  - (c) VAT where applicable;
  - (d) Contributo Unificato: according to Italian law this court fee is due prior to commencing proceedings. The relevant amount must be paid by you before commencement of proceedings; and
  - (e) Tassa di registrazione: this registration tax is payable in order that an order of the Italian courts becomes definitive and/or enforceable. Given that the amount may be considerable we suggest this is discussed with the partner dealing with your work.

#### **Billing**

- 1.3 The invoice, as provided by applicable law, will be issued following receipt of payment. If your IT systems require the issue of the invoice at an earlier date please inform us immediately, undertaking to make payment of our invoice within the end of the month in which the same is issued.
- 1.4 If you are resident outside Italy an invoice will be issued directly.

### 2 Limitations of liability

- 2.1 Clause 7 of Section 2 – Universal Terms and Conditions of these Terms is integrated with the following clause 2.2 of this Section.
- 2.2 Our liability towards you cannot be limited in the cases provided by article 2236 Italian Civil Code.

### 3 Documents

- 3.1 Clause 13.3 of Section 2 – Universal Terms and Conditions of these Terms will be deleted in respect of our services.

### 4 Law and regulation

- 4.1 Clause 14.15 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clause 4.2 of this Section.
- 4.2 The Court of Milan shall have exclusive jurisdiction for any dispute arising out of these Terms.

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## Section 5 - Additional Osborne Clarke España S.L.P. Terms and Conditions

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Where you instruct us in Spain the following Additional Terms apply.

### 1 Fees, costs and money

- 1.1 Clause 5.3(a) of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clause 1.2 of this Section.
- 1.2 Our hourly rates are reviewed every January 1st.
- 1.3 In addition to those in Clause 5.11 of Section 2, we will add the following to our fees: VAT where applicable.

### 2 Law and regulation

- 2.1 Clause 14.15 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clause 2.2 of this Section.
- 2.2 Any dispute or claim arising from or in connection with the Engagement Letter or these Terms will be governed by and considered in accordance with the common law of Spain (derecho civil común), and the parties agree to settle such dispute in the City of Barcelona by submitting the dispute to arbitration administered by the Arbitral Court of the Barcelona Bar Association (TACAB – Tribunal Arbitral del Ilustre Colegio de Abogados de Barcelona) under its internal arbitration rules. The award rendered by the arbitrator shall be binding upon the parties.

### 3 Limitation of liability

- 3.1 Clause 7.3 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clause 3.2 of this Section.
- 3.2 Where no liability cap is specified in the Engagement Letter, our liability shall not exceed three times the fees you paid for the performance by our office of the work described in the Engagement Letter.

### 4 Marketing

- 4.1 We may use your name and mention the sort of work we performed for you for marketing and reference purposes, and to mention all particulars which are already publicly known in the media or in any public registry.

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## Section 6 - Additional Osborne Clarke BV/SRL Terms and Conditions

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Where you instruct us in Belgium the following Additional Terms apply.

### 1 Fees, costs and money

- 1.1 Clause 5.3(a) of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clause 1.2 of this Section.
- 1.2 Our hourly rates are reviewed annually in January.

### 2 Limitation of liability

- 2.1 Clause 7.3 of Section 2– Universal Terms and Conditions of these Terms will be amended by the following clause 2.2 of this Section.
- 2.2 Where no liability cap is specified in the Engagement Letter, it will be an amount of €3,000,000 (EUR).

### 3 Documents

- 3.1 Clause 13 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clause 3.2 of this Section.
- 3.2 Subject to the conditions set out in the deontology rules of the relevant Bar Association we are not entitled to keep all of your documents until outstanding fees owed to us are paid.

### 4 Complaint and dispute resolution

- 4.1 Clause 17 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clauses 4.2 to 4.4 of this Section.
- 4.2 For any claim, complaint or other disputes related to the amount of our fees, the alternative dispute resolutions of the relevant Bar Association shall apply and the opinion of the relevant Bar Association authorities must be obtained prior to initiating judicial procedures against us.
- 4.3 For any claim, complaint or other disputes related to our criminal or civil liability, the Courts of Brussels shall have exclusive jurisdiction.
- 4.4 For any claim, complaint or other disputes related to our disciplinary liability, the rules of disciplinary proceedings of the relevant Bar Association shall apply.

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## Section 7 - Additional Osborne Clarke GmbH & Co. KG Terms and Conditions

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Where you instruct us in Germany the following Additional Terms apply.

matter in deviation from clause 13.5 of Section 2 – Universal Terms and Conditions.

### 1 Fees, costs and money

- 1.1 Clause 5 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clauses 1.2 to 1.4 of this Section.
- 1.2 The Terms set out in clause 5 do not apply to the extent they contradict German statutory law, in particular BRAO, and StBVV.
- 1.3 Clause 5.3(a) is not applicable.
- 1.4 With regard to clause 5.13, we will request only appropriate parts of our estimated and/or agreed fees before work is undertaken.

### 2 Limitation of liability

- 2.1 The Terms set out in clause 6 and clauses 7.1 to 7.4 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clauses 2.2 and 2.5 of this Section.
- 2.2 Clause 6 and clauses 7.1 to 7.4 do not apply if they contradict German statutory law, in particular sec. 52 BRAO.
- 2.3 Clause 6 is subject to the following clarifications:
  - a) Our liability is only excluded in cases of ordinary negligence but not in cases of gross negligence or intent.
  - b) Furthermore, liability is not excluded in cases of violation of life, body or health.
  - c) With regard to clause 7.13, joint liability will not be excluded in those cases where the preconditions of joint liability as determined in sec. 421 of the German Civil Code are applicable.
- 2.4 Our liability under the contractual relationship with the Client for damages arising from simple negligence (einfache Fahrlässigkeit) shall, for each engagement, be limited to € 10,000,000 (in words: ten million euros).
- 2.5 For the avoidance of doubt, this limit of € 10,000,000 (in words: ten million euros) applies as a single aggregate limit in all circumstances, including where there is more than one client or where more than one person is entitled to claim damages arising out of the same engagement.

### 3 Document retention

- 3.1 We retain data held in soft and hard copy formats for a period of 10 full calendar years after completion of the



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## Section 8 – Additional Osborne Clarke SELAS Terms and Conditions

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Where you instruct us in France the following Additional Terms apply.

### 1 Fees, costs and money

- 1.1 Clause 5.3(a), 5.5, 5.17, 5.19, 5.22 and 5.23 of Section 2 – Universal Terms and Conditions of these Terms will be replaced by the following clauses 1.2 to 1.7 of this Section as applicable.

#### Our Fees

- 1.2 If you have jointly instructed us, both you and the other party will be jointly and severally liable, pursuant to Article 1200 of the French Civil Code, for the payment of the invoice amount or as otherwise agreed in writing with us.

#### Billing

- 1.3 Unless otherwise agreed in writing, we will bill you on a monthly basis.
- 1.4 Our bills are due for payment on delivery.
- (a) If there is a delay in paying our bill, we are legally entitled to charge you a €40 (EUR) recovery indemnity as well as interest on the amount of the bill or any part which remains unpaid (including disbursements).
  - (b) The rate of interest that we charge is three times the legal interest rate.
  - (c) If you are a consumer, you will not be required to pay the €40 (EUR) recovery indemnity.
- 1.5 We may also discharge, with your prior written approval, any outstanding bills from funds which we receive or hold on your behalf.
- 1.6 If we have to take proceedings against you because you do not pay our bill, we will ask the Bâtonnier of the Paris Bar Association or the President of the Paris Court of Appeal as applicable, to order you to pay all of the costs that we incur as well as the sum outstanding and any interest.
- 1.7 Pursuant to Regulatory Requirements, we will not accept payment of your bill(s) from an unknown third party.

### 2 Limitation of liability

- 2.1 Clauses 7.2 and 7.3 of Section 2 – Universal Terms and Conditions of these Terms are replaced by the following clauses 2.2 and 2.3 of this Section.

#### Liability cap

- 2.2 Where we have agreed a liability cap with you this is a maximum aggregate liability in respect of all claims

arising out of the performance/non-performance of our Engagement Letter, unless otherwise specifically agreed.

- 2.3 Where no liability cap is specified in the Engagement Letter, our liability shall not exceed three times the fees you paid for the performance by our office of the work described in the Engagement Letter.

### 3 Exclusions of liability

- 3.1 Clause 6 of Section 2 – Universal Terms and Conditions of these Terms is replaced by the following clause 3.2 of this Section.
- 3.2 Subject to clauses 8 and 12 we will not be liable for:
- a) immaterial damages whether consequential or not;
  - b) indirect damages such as loss of opportunity, loss of contract, loss of profit, loss of income, loss of margin, loss of production, loss of goodwill, loss of data, interruption of business or any damage to your reputation; or
  - c) any other such indirect losses howsoever described and howsoever caused.

### 4 Exceptions

- 4.1 Clause 8 of Section 2 – Universal Terms and Conditions of these Terms will be replaced by the following clause 4.2 of this Section.
- 4.2 Nothing in these Terms exempts us from liability arising from intent, fraud, gross negligence, breach of fundamental obligations arising out or resulting from these Terms or of Applicable Law or where Regulatory Requirements prohibit the exclusion of such liability.

### 5 Documents

- 5.1 Clause 13.3 of Section 2 – Universal Terms and Conditions of these Terms does not apply with respect to your relationship with Osborne Clarke SELAS.

### 6 Complaints and dispute resolution

- 6.1 Clauses 17.2 and 17.3 of Section 2 – Universal Terms and Conditions of these Terms are replaced by the following clause 6.2 of this Section.
- 6.2 All:
- claims, rights and/or causes of action you may have against us; and
  - complaints and other disputes not resolved under clause 17.1

shall be referred to the Civil Courts of Paris to the exclusion of disputes or claims related to fees which are

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## Section 8 – Additional Osborne Clarke SELAS Terms and Conditions

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subject to the exclusive jurisdiction of the Bâtonnier of the Paris Bar Association or of the first President of the Paris Court of Appeal.

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## Section 9 – Additional Osborne Clarke N.V. Terms and Conditions

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Where you instruct us in the Netherlands the following Additional Terms apply.

### 1 Disbursements and other charges

- 1.1 Clause 5 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clause 1.2 of this Section.
- 1.2 In addition to the disbursements and charges described in clause 5.10 in Section 2 – Universal Terms and Conditions of these Terms, we will add 6% administration charge to our fees.

### 2 Limitation of liability

- 2.1 Clause 7.3 of Section 2- Universal Terms and Conditions of these Terms will be replaced with the following clause 2.2 of this Section.
- 2.2 Liability cap - Any liability on the part of Osborne Clarke N.V. arising out of or in connection with the engagement or instructions of a client, shall be limited to the amount paid out under the professional liability insurance policies taken out by Osborne Clarke N.V., plus the amount of any deductible sum (eigen risico).
- 2.3 Clause 7.6 of Section 2 – Universal Terms and Conditions of these Terms shall not apply.

### 3 Confidentiality, data protection and disclosure

- 3.1 Clause 9 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clause 3.2 of this Section.
- 3.2 Pursuant to the EU rules and regulations on anti-money-laundering and terrorist financing and the implementation thereof in Dutch legislation, we are required to identify our clients. Under certain circumstances we may also be obliged to report unusual transactions or provide information to the authorities or third parties. We will inform you of such notification or disclosure to the extent we are permitted to do so by law or applicable regulation.

### 4 Governing law: complaints and disputes

- 4.1 Clause 14.15 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clauses: 4.2 through to 4.4 of this Section.
- 4.2 Any dispute or claim arising from or in connection with these Terms will be governed by, and construed in accordance with, Dutch law.
- 4.3 A Complaints and Dispute Settlement Scheme for the Notarial Profession (Klachten-en Geschillenregeling Notariaat) applies to the services provided by civil-law notaries of Osborne Clarke N.V. The scheme is available at [www.knb.nl](http://www.knb.nl), the website of the Royal Dutch Association of Civil-law Notaries (KNB).
- 4.4 Subject to section 4.3 above, the courts in Amsterdam, the Netherlands, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

### 5 Rules of Professional Conduct and Practice Regulation for civil-law notaries

Civil-law notaries of Osborne Clarke N.V. must comply with all applicable rules of professional conduct and practice regulation. These rules are explained in the brochure 'Spelregels voor notaris en consument' (in Dutch). This brochure can be found at [www.knb.nl](http://www.knb.nl) and will be provided upon request.

### 6 Taxes, duties and exchange controls

- 6.1 You will inform us as soon as reasonably practicable if our fees are subject to any withholding or deduction in respect of taxes or duties and, if they are, you and we will consider what reasonable steps may be taken to reduce or remove those taxes or duties or the effect of them. If the deduction or withholding is not reduced or removed, we shall be entitled to reflect those taxes or duties in our bills so as to ensure that our overall position net of tax is no worse than it would have been in the absence of the taxes or duties. If you do not inform us before we submit a bill, the amount of the bill will be treated as increased as necessary to ensure that after any withholding or deduction we receive and retain a net sum equal to the amount of the bill.

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## Section 9 – Additional Osborne Clarke N.V. Terms and Conditions

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6.2 If your payment of our fees or our receipt of such payment is subject to exchange or other similar control, you will use your reasonable endeavours to obtain (or where appropriate help us to obtain) the necessary consents as soon as possible after each bill is submitted and then ensure we receive prompt payment in accordance with such consents. If exchange control approval has not been obtained within six months from the date of our bill then, if requested by us at any time thereafter, you will pay into an account designated by us the amount equivalent to the amount outstanding in the local currency of that account (converted using the exchange rate at the date of the bill).

### Terms and Conditions

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Where you instruct us in Poland, the following Additional Terms apply.

## 1 Fees, costs and money

- 1.1 Clause 5 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clauses 1.2 to 1.5 of this Section.

### ***VAT, disbursements and other charges***

- 1.2 In addition to those in clause 5.11 of Section 2, we will add the following to our fees:

- (a) VAT where applicable;
- (b) administration charge in the amount of 5% of the total fees.

### ***Billing***

- 1.3 Our bills are issued in electronic form, unless otherwise specifically agreed.
- 1.4 Our bills are due for payment within 14 days of their issuance to the bank account specified in the bills.
- 1.5 Our bills are payable in Polish zloty (PLN) or in euro (EUR). If the agreed payment currency is different than the one used to set our fees, costs, disbursements and other charges, such amounts will be converted into the payment currency on the basis of the PLN/EUR exchange rate published by the President of the National Bank of Poland on the last business day before the date of our services completion.

## 2 Limitation of liability

- 2.1 Clauses 7.2 and 7.3 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clauses 2.2 and 2.3 of this Section.

### ***Liability cap***

- 2.2 Where we have agreed a liability cap with you this is a maximum aggregate liability in respect of all claims in contract or otherwise arising out of the performance/non-performance of our Engagement Letter, unless otherwise specifically agreed.
- 2.3 Where no liability cap is specified in the Engagement Letter, our liability shall not exceed three times the fees you paid for the performance by our office of the work described in the Engagement Letter.

## 3 Exceptions

- 3.1 Clause 8 of Section 2 – Universal Terms and Conditions of these Terms will be replaced by the following clause 4.2 of this Section.
- 3.2 Nothing in these Terms exempts us from liability arising from our intentional fault or fraud or where the Regulatory Requirements prohibit the exclusion of such liability.

## 4 Confidentiality, data protection and disclosure

- 4.1 Clause 9 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clauses 4.2 to 4.5 of this Section.
- 4.2 At least some of the advice provided under the Engagement Letter may be subject to the obligation to report tax schemes within the meaning of the Polish Tax Ordinance Act.
- 4.3 You hereby acknowledge that you will be responsible for reporting on non-standardized tax schemes under the Polish Tax Ordinance Act.
- 4.4 You hereby acknowledge that we, pursuant to the provisions of the Polish Tax Ordinance Act in force, will notify the Head of the National Revenue Administration of standardized tax schedules concerning you. The scope of data reported by us will be limited to those required by the Polish Tax Ordinance Act.
- 4.5 You declare that you will not make any demands or claims against us in respect of the activities and events described in clauses 4.2 to 4.4 of this section.

## 5 Documents

- 5.1 Clause 13.3 of Section 2 – Universal Terms and Conditions of these Terms does not apply in respect to our services.

## 6 Complaints and dispute resolution

- 6.1 Clauses 17.2 and 17.3 of Section 2 – Universal Terms and Conditions of these Terms will be amended to include the following clause 6.2 of this Section.
- 6.2 All claims, rights and/or causes of action you may have against us and complaints and other disputes

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## Section 10 - Additional Osborne Clarke Olkiewicz Świerzewski i Wspólnicy S.K.A. Terms and Conditions

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not resolved under clause 17.1 of these Terms shall  
be referred to common courts for the Capital City of  
Warsaw.



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## Section 11 - Additional Terms and Conditions for Data Sites

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Please read the following terms carefully, which set out the terms on which Authorised Users may access and use our data site ("Terms of Use").

If you are not an Authorised User, you are not authorised to view the information contained in the Data Site, and you must not attempt to access the Data Site.

### 1 Definitions and Interpretation

1.1 In these Terms of Use the words and expressions set out below have the following meanings:

**"Osborne Clarke", "we", "us", "our" and "ours"**: Osborne Clarke LLP, a limited liability partnership registered in England and Wales, with registered number OC397443, whose registered office is at One London Wall, London EC2Y 5EB.

**"Authorised User", "you", "your"**: an individual who Osborne Clarke has authorised (directly or indirectly via an appointed Authorised User) to use or access the Data Site, in some circumstances and/or for a specified

duration. An Authorised User may include a Client and/or other persons (including a Client's professional advisors).

**"Client"**: our client for whom the Data Site has been made available.

**"Data Site Content"**: together, the: (a) Materials uploaded on to, and/or presented on, and/or facilitated on, the Data Site; (b) the pages of the Data Site itself and the data and information displayed thereon; and (c) the Index, in each case including any downloaded versions or printed copies of them.

**"Data Site"**: HighQ Collaborate, an online productivity tool for Osborne Clarke and Authorised Users which allows, among other functions, Materials to be shared, information to be presented and work to be monitored and executed. This includes some Osborne Clarke-proprietary software code and third party data visualisation libraries.

**"Index"**: any index of Materials on the Data Site.

**"Materials"**: information, documents or other materials deposited into, displayed or hosted on the Data Site and all or any coding and functionality used or provided on the Data Site (including for the avoidance of doubt all automated documents and their questionnaires and the documents produced and data displayed or accessible through the system).

**"Participating Organisation"**: (a) a Client; or (b) any other person which employs or engages an Authorised User.

**"Password"**: the password created by each Authorised User in order to gain access to the Data Site.

**"Permission"**: being authorised by us to access and use the Data Site in accordance with the definition of "Authorised User" above.

**"Personal Data"**: the meaning set out in EU Regulation 2016/679 (the "GDPR") or in any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR, as updated, amended or replaced from time to time.

1.2 Words in the singular include the plural and vice versa.

1.3 A reference to a person or individual includes a firm, partnership, company, corporation, association, organisation or trust (in each case whether or not having a separate legal personality).

1.4 A reference to a provision of any legislation includes any subordinate legislation made under it and all as amended, consolidated or re-enacted from time to time.

1.5 A reference to a clause is to a clause of these Terms of Use.

1.6 Any word or phrase introduced by the words "including", "include" or any similar word or expression is illustrative and is not intended to limit the meaning of the related general words.

### 2 Data Site

2.1 The Data Site is operated by Osborne Clarke. Osborne Clarke is regulated by the Solicitors Regulatory Authority, whose rules can be found on their website:

[www.sra.org.uk](http://www.sra.org.uk).

### 3 Access to the Data Site

3.1 If you are an Authorised User who is not a Client, your level of access to folders and Materials within the Data Site and to certain sections of the Data Site will be subject to limitations as imposed by us on behalf of and under the instructions of the Client.

3.2 We will endeavour, so far as is reasonably within our control, to allow uninterrupted access to the Data Site, but due to the nature of electronic transmission of data over the internet, access to the Data Site may be suspended or restricted at any time.

3.3 We reserve the right to refuse or withdraw any Permission at any time, and without providing prior notice

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## Section 11 - Additional Terms and Conditions for Data Sites

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or any reason for such refusal or withdrawal, at our sole discretion. In particular, if we believe that you, or others with whom you are connected, have failed to comply with any of the provisions of these Terms of Use, or you or they have been in, or are in, breach of any of the Terms of Use, we may remove Permission from you and/or to disable your Data Site account at any time, at our sole discretion. In the case of any of these events, you may be excluded from the Data Site and from any further access to it.

- 3.4 Osborne Clarke shall be entitled, at its sole discretion, to suspend or terminate the Data Site at any time or for any period.

### 4 Osborne Clarke's Obligations

- 4.1 Osborne Clarke may, at its sole discretion:

- (a) approve individuals to be Authorised Users;
- (b) issue Authorised Users with a link to the Data Site via email, by which the Authorised User may activate and access its Data Site account; and
- (c) assign each Authorised User a Permission level.

- 4.2 In order to grant you Permission, contact you regarding the Data Site and to tailor the Data Site to you, you will need to provide us with your email address which may include your name (you may also provide your first and last name). For more information about how we handle and process your Personal Data please refer to our Privacy and Confidentiality Policy:

[osborneclarke.com/website-privacy](https://osborneclarke.com/website-privacy).

- 4.3 Subject to clause 3 and valid Permission being in place, Osborne Clarke grants each Authorised User a non-transferable, non-exclusive, personal licence to use Data Site for the duration necessary, as Osborne Clarke may determine at its sole discretion Osborne Clarke shall upload documents received from an Authorised User (with a request for upload) in a timely manner.

- 4.4 If specifically agreed by Osborne Clarke and the Client, Osborne Clarke shall upload documents received from an Authorised User (with a request for upload) in a timely manner.

### 5 Authorised User Obligations

- 5.1 All Authorised Users shall comply with these Terms of Use. If you fail to do so, your Permission may be revoked and your access to the Data Site lost, in accordance with clause 3.3.

- 5.2 On being granted Permission, you will be sent an invitation to your registered email address to go into the

Data Site and will be required to create a Password which should be sufficiently secure. You agree to be responsible for all use of, and activity under, the Password linked to your Data Site account. The Password you set to gain access to the Data Site, and any subsequent Password you create for access to the Data Site, is personal to you and not transferable, and you agree to keep it strictly confidential and not use it to enable any third party to gain or share access to the Data Site.

- 5.3 You shall notify your usual Osborne Clarke contact or the site administrator immediately if you have reason to believe that your Password has been lost, stolen or disclosed to anyone else, or if you otherwise have reason to believe that the security of your Password has been compromised in any way.

- 5.4 Authorised Users shall ensure that they:

- (a) keep their Password secure;
- (b) do not allow any other individual to use their Data Site account details (including the relevant email address and Password) to gain access to the Data Site, without the prior written approval of Osborne Clarke; and
- (c) treat all Data Site Content as confidential.

- 5.5 Authorised Users shall ensure that they:

- (a) do not leave their computer unlocked and/or unattended for any period of time while they are logged in to the Data Site;
- (b) log out from the Data Site and close the browser window used to access the Data Site at the end of each session;
- (c) do not attempt to alter, or get someone to alter, the permission levels or settings associated with their Data Site account, nor alter or add to or in any way change the process, coding, layout or any other aspect of the Data Site;
- (d) do not include or make any amendments to the Data Site Content that are defamatory, offensive or obscene;
- (e) do not, or attempt to, upload any viruses or other malicious software into Data Site;
- (f) notify Osborne Clarke if they have been given access to any part of the Data Site by mistake;
- (g) comply with all applicable laws and regulatory requirements relating to their use of the Data Site; and

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## Section 11 - Additional Terms and Conditions for Data Sites

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- (h) comply with all reasonable instructions given by Osborne Clarke relating to the Data Site.

5.6 Authorised Users shall notify Osborne Clarke immediately if they know or suspect that there is or has been a breach of any of the Terms of Use by any person.

5.7 If an Authorised User ceases to require access to the Data Site, the Authorised User (or a representative of the Participating Organisation) shall notify Osborne Clarke in writing as soon as practicable, and in any event, no later than one week after the individual in question ceases to require access to the Data Site.

5.8 If you or we (on your instructions) deposit Materials as part of your use of the Data Site, you warrant and represent to us that you own or control sufficient rights in those Materials (i) to do so, and (ii) for us to make them available to Authorised Users of the Data Site through the Data Site without infringing or misappropriating any third party's intellectual property or other rights including confidentiality, proprietary or contractual rights.

5.9 You further warrant and represent to us that the Materials that you post or provide to Osborne Clarke to post on the Data Site:

- (a) are legal, decent and truthful;
- (b) comply with all laws and regulations;
- (c) are not defamatory, unreliable, misleading, harmful to minors, obscene or otherwise objectionable; and
- (d) are free of harmful code, bugs, worms or viruses.

## 6 Materials and Confidentiality

6.1 Data Site Content comprises confidential information. Authorised Users must not disclose Data Site Content or any other information, or any part of it, to any person who is not authorised to access them.

6.2 Holding Materials in the Data Site will not protect Authorised Users from the normal rules of disclosure in legal proceedings or from seizure by regulatory or other authorities in any jurisdiction in which the Material is held, opened or accessible, whether permanently or temporarily. Rules of legal privilege may be different in different jurisdictions.

6.3 The disclosure of any Material in the Data Site is subject to these Terms of Use and any other agreement or arrangement which applies to your use of the Data Site, including, any retainer, engagement letter, or terms governing your use of the Data Site.

6.4 We reserve, for ourselves and on behalf of any Client, the right to withhold any Material from the Data Site at any

time during the Data Site process, for confidentiality, commercial sensitivity or any other reason, at our sole discretion.

6.5 Materials posted by Osborne Clarke on the Data Site do not constitute legal or other professional advice by Osborne Clarke. Osborne Clarke is responsible to its Client only and not to any third party and its responsibility is governed by the terms of Osborne Clarke's retainer by the Client or express letter of engagement.

6.6 If Osborne Clarke considers that any part of any Data Site Content may expose it to the risk of complaint by any third party or any loss, Osborne Clarke may (at its sole discretion) block access to any or all of the Data Site and remove any or all of the relevant part of the Data Site Content.

6.7 Authorised Users shall be entitled to retain copies of Data Site Content to the extent that they are required to do so by law or to the extent necessary to comply with obligations imposed on them by an appropriate professional, governing or regulatory body.

6.8 The obligations in this clause 6 shall survive termination or expiry of these Terms of Use.

## 7 Updating the Data Site

7.1 We reserve the right to add Data Site Content, to amend or remove any Data Site Content, or any part of that Data Site Content, at any time at our sole discretion.

7.2 At our sole discretion, Authorised Users may be notified of any Materials which have been added to, amended or removed from the Data Site and/or any amendments to the Index. However, it is your responsibility to check regularly whether any Materials have been added to, amended or removed from the Data Site, whether the Index has been amended and whether the functionality and/or content of the Data Site that is relevant to you has changed.

## 8 Security

8.1 The Data Site is a secure application which includes user authentication, access controls, user permissioning, 256 bit SSL data encryption and a secure protected database. Although these facilities provide a high level of protection, total security of the Data Site cannot be guaranteed.

8.2 Subject to clause 6.7, you must not attempt to download, scan, print, copy or otherwise capture any of the Materials or any part of the Materials, except as agreed with Osborne Clarke. You must not attempt to circumvent the security settings on the Data Site or any Data Site Content by using any personal or third party software or

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## Section 11 - Additional Terms and Conditions for Data Sites

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any other methods nor must you instruct or allow others to do so.

- 8.3 You must not introduce any computer virus, Trojan horse, worm or other destructive or harmful code to the Data Site or the systems on which the Data Site is held.
- 8.4 Except where you are logged in via the wireless network in an Osborne Clarke office or via the Osborne Clarke VPN (Pulse Secure), after a period of inactivity (of 30 minutes or more), you will automatically be logged out of the Data Site and required to repeat the log-in process.

### 9 Unauthorised access

- 9.1 If you gain access (howsoever gained) to any section of the Data Site to which you know or suspect, or should reasonably have known or suspected, that you should not have gained access to, you must immediately exit such section and inform your usual Osborne Clarke contact or the site administrator of that unauthorised access. You will immediately delete or return to us (at our discretion) any copies of any Material or Data Site Content gained in this way.
- 9.2 You shall not divulge the fact of the unauthorised access or any information gained as a result to any other person, except where required to do so by an order of a court or other competent body, in which case you shall inform your usual Osborne Clarke contact or the site administrator accordingly.
- 9.3 If you have gained access to the Data Site (howsoever gained) and you have not personally been granted Permission by us, you should immediately exit the Data Site and inform your usual Osborne Clarke contact or the site administrator, detailing how you managed to gain access to the Data Site.

### 10 Links from the Data Site

- 10.1 Where the Data Site contains links to other websites and resources provided by third parties, these links are provided for information only. Osborne Clarke has no control over the contents of those websites or resources, and accepts no responsibility for them or for any loss or damage that may arise from the use of them.

### 11 Intellectual Property Rights

- 11.1 Osborne Clarke is the owner or the licensee of all intellectual property rights in the Data Site (including software relating to the Data Site) and in the material published on it (other than Materials, other content, responses or other data entries, that an Authorised User has inputted, posted (or provided to Osborne Clarke to

post on an Authorised User's behalf)) and you shall not acquire any right, title or interest in them.

- 11.2 Subject to clause 6.7 and except to the extent necessary to use the Data Site in accordance with these Terms of Use, an Authorised User must not copy, store in any medium (including in any other website), distribute, transmit, re transmit, broadcast, modify, show in public, systematically extract, or commercially exploit all or any part of the Data Site (including Materials posted by Osborne Clarke) without Osborne Clarke's prior written consent.
- 11.3 If third party software is required for you to access or use the Data Site, you must obtain a licence of such software at your own expense and at your own risk.

### 12 No representation or warranty

- 12.1 Where the Data Site Content has been prepared to assist bidders in making their own evaluation of a prospective transaction with a Client, no representation is given that the Materials are all-inclusive or contain all the information that may be desirable or required in order to properly evaluate a potential transaction.
- 12.2 Where Data Site Content has been prepared to assist or enable any Authorised User in relation to the conduct or assessment or use of any process, work, automation, advice or other Data Site Content, no representation is given that the Materials are all-inclusive or contain all the information that may be desirable or required in order to properly evaluate a potential transaction.
- 12.3 No representation or warranty, express or implied, is given by us, a Client and/or any Authorised Users as to the accuracy or completeness or fitness for the purpose for which it is intended of any of the Data Site Content or any opinion or projections expressed in the Materials or any other document or information supplied, or which may be supplied or produced through the system at any time. The Data Site (where applicable) provides an alternative means of relaying, surfacing, and enabling interaction with, the Client's data and with data provided by Osborne Clarke and others.
- 12.4 If the Data Site enables the production of documentation, no representation or warranty, express or implied, is given by us that any document so automated will be fit for the purpose for which it was produced. In such circumstance, Osborne Clarke provides that ability to automate documents only, and have no responsibility in relation to the underlying document content, question sets, data inputs, effects of question responses, produced documents, Data Site Content or any other outputs of the Data Site.



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## Section 11 - Additional Terms and Conditions for Data Sites

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### 13 Liability

13.1 We do not guarantee that the Data Site will be fault-free and do not accept liability for any (or damage caused by any) faults, errors or omissions. We do not accept liability for any information which is extracted and subsequently used by you or others through you for any purpose.

13.2 All warranties, conditions and other terms implied by statute or common law are excluded from these Terms of Use.

13.3 The Data Site is intended to facilitate the effective sharing and use of Materials and Data Site Content between and by Authorised Users. Osborne Clarke is not responsible for Data Site Content, except as set out in clause 6.5.

13.4 Due to the nature of electronic transmission of data over the internet, any liability we may have for any losses or claims arising from an inability to access the Data Site, or reliance on the data transmitted using the Data Site, is excluded.

13.5 In no event shall we be liable for any losses that may be suffered in connection with access to, or use of or reliance on, the Data Site, or any of the Data Site Content, or for any non-availability of the Data Site. This includes liability for any:

- (a) indirect loss and consequential loss;
- (b) loss of profit;
- (c) loss of use;
- (d) loss or corruption of data;
- (e) financial losses;
- (f) loss of business;
- (g) loss of opportunity;
- (h) loss of anticipated savings;
- (i) loss of goodwill or reputation; and
- (j) any other loss or damage (direct or indirect) howsoever caused,

even if the damage was foreseeable, whether in contract, tort or otherwise arising out of or in connection with these Terms of Use, except where that liability cannot be excluded by law.

13.6 You shall assume all risks, and we shall not be responsible or liable for:

- (a) the disclosure, distribution, use or replacement of the Data Site Content;
- (b) loss or damage to the Data Site Content, including where caused by: (i) a distributed denial of service

attack; (ii) viruses; or (iii) other technologically harmful material that may infect computer equipment, computer programs, data or other proprietary material;

- (c) loss or damage arising out of or in connection with any access to or use of the Data Site, or due to downloading or use of any Data Site Content posted in it or on any website linked to it; and
- (d) loss or damage caused to you or any Authorised User of the Data Site by: (i) harmful code; or (ii) use by third parties of the Data Site Content, whether or not authorised by you, us or any Authorised User of the Data Site.

13.7 We do not give any warranty that the Data Site is free from viruses or anything else which may have a harmful effect on any technology.

13.8 Nothing in this clause 13 excludes Osborne Clarke's liability for death or personal injury resulting from its negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded under applicable law.

### 14 Cookies

14.1 If you click a box which says "Remember me on this computer" upon setting your Password on, or logging into, the Data Site, we may place a cookie on your computer's hard disc. Cookies are small data files which collect certain information about you, including the fact that you are an Authorised User, and will enable you to enter the Data Site without having to repeat the log in process every time. You are not obliged to accept cookies and can change your internet browser settings to reject or delete cookies.

14.2 For further information on how cookies may be removed from your system, please visit your browser's "help" menu, and for further information about how we handle and process Personal Data please refer to our Privacy and Confidentiality Policy: [osborneclarke.com/website-privacy](https://osborneclarke.com/website-privacy).

### 15 Governing Law and Jurisdiction

15.1 These Terms of Use and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with them, their subject matter or their formation shall be governed by English law.

15.2 It is irrevocably agreed that the English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or

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## Section 11 - Additional Terms and Conditions for Data Sites

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in connection with these Terms of Use, their subject matter or their formation.

### 16 Miscellaneous

- 16.1 Osborne Clarke may update these Terms of Use from time to time. Any updated Terms of Use will be available on the Data Site.
- 16.2 Authorised Users should check for any updates that are made to these Terms of Use from time to time, and by using the Data Site Authorised Users agree to be bound by them.
- 16.3 Authorised Users may not assign, transfer or otherwise deal with in any other manner any right, benefit or interest under these Terms of Use, or subcontract any of their obligations under it, without the prior written consent of Osborne Clarke.
- 16.4 No failure or delay by Osborne Clarke to enforce or exercise any right or remedy under these Terms of Use or by law shall be deemed to be a waiver of that or any other right or remedy, nor shall it operate so as to bar the enforcement or exercise of that or any other right or remedy at any time subsequently. Any waiver of any breach of these Terms of Use shall not be deemed to be a waiver of any subsequent breach.
- 16.5 If any provision of these Terms of Use is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these Terms shall not be affected.

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Osborne Clarke is the business name for an international legal practice and the associated businesses. Full details here: [osborneclarke.com/verein](https://osborneclarke.com/verein)