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RSW LAW TERMS OF ENGAGEMENT

RSW Law Limited is a limited company registered in England and Wales with registered number 11966620. The term Partner is used to refer to a shareholder of RSW Law Limited. Where a shareholder is a limited company, then reference to Partner should be taken as a reference to the shareholder of that limited company.

RSW Law Limited is regulated by the Solicitors Regulation Authority (SRA).

(a) These terms of engagement are supplemental and/or in addition to the terms set out in the letter of engagement accompanying this document and apply to all work undertake for you. If there is an inconsistency between any of the provisions of these terms and conditions and the letter of engagement the letter of engagement shall prevail.

(b) The following terms of engagement apply to all work carried out by RSW Law Limited for clients unless agreed otherwise in writing by a Partner. In these terms "we", "us" and "our" refer to RSW Law Limited and "you" and "your" refer to you, the client.

(c) These terms include important provisions that limit our liability to £3 million.

1. INSTRUCTIONS

We shall assume that whoever gives us instructions to provide services has the actual authority to do so. Where instructions are given on behalf of a company, a limited liability partnership, a partnership or other organisation we shall assume that these terms of engagement have been brought to the attention of the appropriate officers.

Whenever possible we ask you to give or confirm your instructions to us in writing. If you do not confirm instructions in writing we may confirm your instructions in writing. To enable us to act in your best interests it is vital that you provide us with all the relevant information that is available and that you keep us fully informed of any changes in your instructions. We may confirm instructions to you in writing when you do not write to us. We will update you by telephone or in writing with progress on your matter on a regular basis.

You are responsible for informing us of all material factors of which you are aware that may affect the work we carry out.

Our advice will in many cases be based wholly or in part upon information provided by you or on your behalf. Therefore, we assume no responsibility and make no representations with respect to the accuracy or completeness of any information provided by you or on your behalf. You remain responsible for any commercial decision that you make, and in taking such decisions regard must be had to the restrictions on the scope of work and to the large number of other factors of which you and your advisers are or should be aware from sources other than our work.

Our normal office hours are 9:00 a.m. to 5:30 p.m. We can often be contacted outside these hours and please ask for alternative contact details if you require so to do.

2. OUTSOURCING

We may on occasions outsource work connected with your matter, such as typing, photocopying, seeking expert report to ensure that work is done promptly. We do our utmost to ensure the protection of confidentiality of all matters in these circumstances. We abide by guidelines in relation to outsourcing as outlined by the Law Society and the SRA. If you have any concerns in this regard please advise us in writing. If we do not hear from you, we will assume permission is given to outsource work in connection with your matter as necessary.

3. FEES

Each aspect of a matter is handled by a fee earner with the appropriate level of experience. All work that is undertaken on your behalf will be recorded to ensure that you are charged accurately. All work we carry out on your behalf will be charged in units of one tenth of an hour. This will include time spent attending meetings with you or others, travelling, preparing and working on papers and documents, attending court, legal research, correspondence (including e-mails), preparing attendance notes and making and receiving telephone calls.

We may provide you with a costs estimate before we begin work on a matter. An estimate is an indication we make in good faith of the likely costs for carrying out the work concerned based upon the information available to us at that time. An estimate is subject to revision and does not amount to a contractual commitment on our part to carry out the work within that estimate. We will tell you promptly if it becomes apparent that our fees are likely to exceed any estimate given to you.

We may also provide you with a quotation before we begin work on a matter. A quotation if accepted becomes a contractual commitment. If you instruct us to carry out work outside the scope of work for the agreed fee you shall be charged at our current hourly rates. We reserve the right to charge additional fees on the same basis for material additional work arising from circumstances known to you when you accepted a quotation but not disclosed to us.

Any estimate or quotation will be based on the information you have given to us. If the matter becomes more protracted than reasonably anticipated, complex or time consuming than can reasonably be anticipated or your requirements change significantly or urgent deadlines are imposed we reserve the right to revise any estimate or quotation provided to you.

An agreed fee is a fee which is fixed, not a fee that can be varied upwards nor a fee that is dependent on a transaction being completed. In the event we agreed to act for you for an agreed fee and the transaction does not complete for any reason you will be charged a proportional amount of the agreed fee depending upon when the transaction is aborted.

Our hourly rates are shown exclusive of VAT which will be added to your invoice at the rate in force at the relevant date. Our hourly rates are reviewed annually (currently, with effect from 1 April) and we will advise you in writing of any new rate applicable to your matter.

We may, at the outset of a matter or at any stage during the progress of a matter, request you to make a payment on account for our fees and/or disbursements. We shall hold this money in a separate bank account and credited against your invoice for the work concerned.

We will provide you with information about your fees at regular intervals and whenever possible we will explain to you any changes in circumstances which will, or are likely to, affect the costs. We aim to give you the best possible information, both at the outset and when appropriate as your matter progresses, about the likely overall cost of the work we are doing for you. But in some matters it may not be possible to give an estimate as to the likely overall amount of our costs, for example, in litigation matters, if documentation needs to be prepared or negotiated, if complicated legal points are involved

or if there are disputes about the facts of a case. In such matters we may simply be able to tell you our hourly rates, or propose a budget for a preliminary investigation. Such a budget does not imply that we will be able to complete the matter within the budget figure.

You need to bear in mind the risk that in litigation matters there may be an appeal against the decision of a lower court. In giving you any estimate of litigation costs, we do not allow for the further costs of any appeal by you or your opponent to a higher court.

Please note that VAT, specific expenses and disbursements must be added to any estimate, quotation or agreed fee proposal.

4. DISBURSEMENTS & EXPENSES

Unless you notify us in writing to the contrary, we will assume that we have authority to incur the usual disbursements and expenses encountered in the course of work we do for you. We shall consult with you before incurring any significant disbursements and seek your express agreement before incurring such disbursements. Disbursements may include Counsel's fees, expert fees, court fees, search fees, stamp duty, registration fees and bank fees.

If we are required to travel on your behalf you will be charged at business class rate (by air) or equivalent or first class by train or if by car a mileage rate of £0.70 pence per mile. These rates are in addition to charging for the time incurred in travelling at the agreed basis.

VAT will be added to all disbursements and expenses where applicable.

Your acceptance of these terms of engagement signifies your agreement that you are liable to pay our charges and expenses at the rates agreed with you and not as limited by section 74(3) of the Solicitors Act 1974 and not by reference to any of the principles concerning fees and expenses laid out in the Civil Procedure Rules 1998.

5. PAYMENT TERMS

Unless otherwise agreed in our letter of engagement all invoices are payable within 7 days. If you fail to settle our account when due we reserve the right to charge interest at the rate of 8% per annum until your remittance is received. Interest will accrue on a day-to-day basis.

There may be circumstances where we may be entitled to exercise a lien for unpaid costs. This means we may hold on to your papers and other assets in our possession pending payment of those costs.

We shall invoice you on a monthly basis for the work carried out in the preceding month, unless we have specifically agreed in writing to different payment terms.

Unless otherwise stated, each bill issued to you is a final bill covering the total charge for the work carried out within the stated period. Further, unless otherwise stated, each bill has the status of a statute bill which means that in the event of non-payment we are entitled to issue proceedings for recovery through the courts after the expiration of one month from the date of delivery of the bill. A statute bill also gives you certain rights to have the bill assessed by the court under the Solicitors Act 1974 if you consider that you have been incorrectly charged. The rights to have a bill assessed are however subject to time limits and lost if action is not taken by you promptly. You should note that your right to have a bill assessed is separate from your right to complain. If the 'value' or 'importance' element is achieved only as a result of the completion or final settlement of the case, and has not been taken into account in earlier bills, we reserve the right to take it into account in our concluding bill. We may also include in a later bill any specific expenses or disbursements incurred in an earlier period but not previously billed.

Our bills are payable in sterling, and if you send payment in other currencies you will be responsible for any conversion expenses and exchange losses. Payment should be made either by cheque drawn on a London bank or directly into our bank account.

We do not accept any cash payments. If this policy is circumvented by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

You agree that our bills may be delivered to you electronically.

6. YOUR OBLIGATIONS TO US

As part of these terms you agree to:

- supply us with personal identification information so that we can comply with legal requirements about client identification;
- ensure that we know the full background and all the circumstances of the matter before we start our work, and while it is continuing;
- inform us if any of the assumptions on which our engagement letter is based appear to be inaccurate or unrealistic;
- inform us if your objectives change;
- inform us whether you have any insurance that might cover the fees, and whether the fees may be paid by someone else such as a trade union or your employer; and
- give us full and accurate instructions.

7. DURING THE COURSE OF OUR WORK

You agree to:

- respond promptly to our requests for information and instructions, particularly as some of our work is time-critical;
- tell us promptly about any approach by, or discussions with, any other party involved with the matter;
- tell us if you negotiate, or aim to negotiate, any changes in the terms you have agreed with any other party;
- tell us promptly of any change of circumstances or progress in any aspect of the matter that you have to deal with; and
- tell us promptly if there is anything that you do not understand or that troubles you

When we are instructed to act in a matter for more than one person, we may assume that (unless you tell us otherwise in writing):

- each of those people is authorised to represent all of you; and
- they will each pass to everyone else any advice that we give them and will update everyone on the communications which we may have with them.

If you are not a private individual, we will accept instructions from anyone within your organisation who asks us to do any work for you. If you only wish us to deal with specific individuals, you should tell us this in writing.

8. CLIENT ACCOUNT & MONEY

Any monies that we receive either from you, or for you from a third party, will be held by us in our general client bank account (and not in a separate designated client account) subject to the provisions of the Solicitors' Accounts Rules. So far as allowed we shall not be liable to account to you for interest on any monies which we hold for you irrespective of the amount of such monies or the period of time held.

Without prejudice to the generality of the above paragraph we shall be entitled to retain (and not to account to you for) all and any interest earned on monies held by us as stakeholder.

In respect of all monies held or collected for you in our client account you consent to our using such monies for our costs and disbursement that have been billed to you from time to time.

We currently maintain a client bank account with National Westminster Bank Plc where we deposit clients' funds. Those funds will be deposited in that account at the request of the client and we shall accept no liability for any failure by National Westminster Bank Plc or any other bank with whom we are instructed to deal. The Financial Services Compensation Scheme (FSCS) limit of £75,000 applies to each individual client and so if you hold other personal money yourself with the same deposit taking institution, your limit remains £75,000 in total. Please note that some deposit taking institutions have several brands. You should therefore check with your deposit taking institution, the FCA or a financial advisor for more information. By accepting these terms of engage me t you are consenting to the disclosure of the FSCS of your details, in the event of a deposit-taking institution failure.

9. CONTENTIOUS COSTS

In contentious matters even if you are successful and obtain an order for another party to pay your costs the award made by the Court is generally not more than 60 -70% of your actual costs. You will remain liable at all times for payment of any invoices rendered during or at the end of any contentious matter. Please note that costs cannot usually be recovered in the County Court when the claim is for less than £10,000.

10. TERMINATION OF OUR INSTRUCTIONS

When we have not met with you the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply and you may have the right to cancel your instructions within fourteen days of receiving these terms and conditions. You can cancel your instructions by writing to us by post or e-mail clearly setting out your decision to cancel our instruction. You may wish to use the model cancellation form set out in Schedule 2.

Once we have started work on your matter, you will be charged if you cancel your instructions. Upon receipt of a signed engagement letter from you this will be taken as instructions to commence work on your matter within fourteen days.

We expect to continue to act for you until we finish the work commenced. Either you or we may bring the provisions of all or any services to an end at any time by giving written notice to the other. We will not do so without good reasons, such as your failure to pay us any money due or your failure to pay any sums we may require on account whether for our own costs or disbursements, should you give us instructions to act in a way that is inconsistent with the law and you refuse to accept that this is the case, should you fail to provide timely instructions, should you fail to co-operate and/or provide

reasonable requests for documents and/or other material information, the creation or discovery of a conflict of interest, you requiring us to break rules of professional conduct or law, our determination that the relationship of trust and confidence necessary between a solicitor and client does not exist between us, your failure to give us adequate instructions or any other breach by you of these terms of engagement.

If either of us terminates instructions, you must pay all fees and disbursements incurred before termination together with any further fees and disbursements for work necessary to transfer our files to another adviser of your choice.

11. FILE AND DOCUMENT STORAGE

We only retain certain original documents on your file. All correspondence, attendance notes, invoices for disbursements and copy documentation are stored electronically only. All electronic documents will be stored on a cloud storage facility. If you object to your documents being stored on a cloud storage facility please let us know and we shall endeavour to make alternative arrangements.

After completing the work, we will be entitled to keep all your papers and documents (in whatever form these are stored) while there is still money owed to us for fees and expenses. We will keep our file for up to 6 years, except those documents that you ask to be returned to you. We keep files on the understanding that we can destroy or delete them 6 years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we take papers or documents out of storage (including any electronic archive) in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you for:-

- time spent producing stored papers that are requested; and
- reading correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

Our working materials, all correspondence between you and us and other material generated by us in that work will remain our property.

If we receive requests for information of an auditing nature from you, your accountants or auditors, we may address our response to them without reference to you, and we may charge you for the time spent in addressing these enquiries at our normal hourly rates.

12. LIMITATION OF LIABILITY

Your agreement is solely with RSW Law Limited operating as a limited company and no director, shareholder, partner, consultant or employee assumes or will assume personal liability for the conduct of the work you instruct us to carry out. To the extent permitted by law, no director, shareholder, partner, consultant or employee shall have any personal liability. You and we intend that this clause is for the benefit, of, and shall be enforceable by, the directors, shareholders, partners, consultants and the employees under the Contracts (Rights of Third Parties) act 1999.

Our total liability to you in respect of any negligence on any single matter upon which we are instructed (whether in contract, tort or otherwise) shall be limited to £3 million. Should you require us to undertake a larger liability for any single matter we shall first need to reach agreement in writing setting out the new limit of liability agreed. This provision shall have no application to any liability for death or personal injury, any other liability which cannot be lawfully excluded or limited or in respect of liability arising as a result of fraud on our part. We will not be liable for any consequential, special,

indirect or exemplary damages, costs or losses or any damages, costs of losses attributable to lost profits or opportunities.

Where there is more than one party to an engagement letter the limit of liability will have to be allocated amongst our respective clients. It is agreed that, save where an allocation is expressly stated in the engagement letter, such allocation will be entirely a matter for you and you shall be under no obligation to inform us of the allocation. If no such allocation is agreed, you shall not dispute the validity, enforceability or operation of the limit of liability on the ground that no such allocation was agreed.

If other professional advisers are liable for the same losses as we are, our liability shall be limited to that proportion of your losses that it would be equitable, fair and reasonable to require us to pay having regard to the extent of our liability for the same, subject to the minimum £3 million restriction on limiting liability prescribed by the SRA Code of Conduct 2011.

If we instruct lawyers or agents in the United Kingdom or abroad to act on your behalf we will exercise due care in their selection. We will not however be responsible for any act or omission made by those lawyers or agents so instructed.

We believe that the limitations on our liability sera out in this section are a reasonable amount having regard to our assessment of:

- the amount of any likely liability to you if we make a mistake;
- the availability and cost of professional indemnity insurance; and
- possible changes in the future availability and cost of insurance and solvency of insurers

but we are happy to discuss the limit with you if you consider it insufficient for your purposes.

Our professional indemnity insurance is provided by Zurich Insurance Plc.

13. COMPLAINTS

We are committed to providing a high level of service. Details as to whom complaints should be addressed to are set out in the letter of engagement. You can obtain a copy of our complaints handling policy by asking any partner.

You are entitled to complain about any invoice rendered by us. You may also be able to object to the bill by making a complaint to the Legal Ombudsman and/or by applying to the court for an assessment of the bill under Part III of the Solicitors' Act 1974. Each invoice rendered will give information on your rights to seek from the Court an order for that account to be assessed or your right to complain to the Legal Ombudsman. The Legal Ombudsman may not consider a complaint about an invoice if you have applied to the court for assessment of the invoice.

14. ELECTRONIC COMMUNICATIONS

If you contact us by e-mail or agree to us contacting you by e-mail, you will take all security risks of e-mail contact although we shall do our best to use reasonable security measures. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information can be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affect or unsafe to use.

We each agree to use commercially reasonable procedures to check for the most commonly known viruses before sending information electronically, but we recognise that such procedures cannot be a guarantee that transmissions will be virus free.

The use of e-mail could result in breach of confidentiality. For example any e-mail may theoretically be intercepted, read, manipulated or corrupted at any point along its journey. Unless you specifically request in writing when returning our signed letter of engagement we shall assume you agree for e-mail to be used as means of communication in respect of all matters upon which you instruct us.

15. DATA PROTECTION

We use the information you provide primarily for the provisions of legal services to you and for related purposes including updating and enhancing client records, analysis to help us manage our practice, statutory returns and legal and regulatory compliance. Our use of that information is subject to your instructions, the Data Protection Act 1998 and the General Data Protection Regulations and our duty of confidentiality. Please note that our work for you may require us to give information to third parties and other professional advisers. You have a right to access under data protection legislation to the personal data that we hold about you.

You will find attached to these Terms of Engagement at Schedule 1 a Client Data Protection Information Notice.

16. ELECTRONIC VERIFICATION OF INDENTITY

We operate an electronic verification of identity process to comply with our obligations under money laundering legislation and regulations. There is a small fee for this as follows:

- Individuals resident in the UK - £5.00 plus VAT
- Sole traders, partnerships, charities, clubs etc. based in the UK - £10.00 plus VAT
- Limited companies and limited liability partnerships based in the UK - £15.00 plus VAT plus a further £10.00 plus VAT per beneficial owner
- Individuals resident outside of the UK - £20.00 plus VAT.

In the event you wish to opt out of this process and instead attend our office with original identification documents for us to examine and copy, then please notify us accordingly.

17. CONFIDENTIALITY

Information of a confidential nature which you provide to us will be kept strictly confidential, subject to our legal obligations. If, however, we are working on a matter in conjunction with your other advisers we may unless you notify us otherwise, disclose any such information to and discuss it with such other advisers as appropriate. Unless you notify us to the contrary in writing, we shall be entitled to refer to information which is in the public domain and/or is a matter of public record. This would include the fact that we are acting or have acted for you in relation to the matter for our marketing purposes, including any promotional material.

Whilst we are under a professional and legal obligation to keep your affairs confidential, this obligation is subject to a statutory exception; recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious and Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If

this happens, the solicitor may not be able to inform the client that a disclosure has been made or the reasons for it.

18. INTELLECTUAL PROPERTY RIGHTS

Unless agreed specially in writing we retain the copyright and other intellectual property rights in all written and other material supplied to you concerning matters in which we are instructed. If material prepared by us is passed to or disclosed to third parties then you accept liability for the payment of a proper professional charge for the use of such documentation together with all expenses or losses incurred in enforcing our intellectual property rights.

19. FORCE MAJEURE

A Force Majeure Event means an event beyond the reasonable control of us including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

We shall not be liable to you as a result of any delay or failure to perform our obligations as a result of a Force Majeure Event.

20. EQUALITY

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

21. GENERAL

Applicability. In the event that you instruct us in respect of any other matter after the date of our letter of engagement such instruction these terms of engagement shall apply to all such instructions unless specifically agreed otherwise in writing by us.

Severance. If any provision or part-provision of these terms of engagement is or becomes invalid, illegal or unenforceable, they shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the terms of engagement.

Waiver. A waiver of any right under these terms of engagement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under these terms of engagement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

Variation. Except as set out in letter of engagement, no variation of these terms of engagement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing by a partner of RSW Law Limited.

Governing law. These terms of engagement (including the letter of engagement), and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-

contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms of engagement or their subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

Data Protection Information Notice for Clients

1. The data we collect about you

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- **Identity Data** includes name, title, date of birth, the company you work for, your title or position and your relationship to a person.
- **Contact Data** includes postal address, email address and telephone numbers.
- **Financial Data** includes bank account details.
- **Transaction Data** includes details about payments to and from you and other details of services you have purchased from us.
- **Technical Data** includes internet protocol (IP) address, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this website.
- **Usage Data** includes information about how you use our website and services.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us.

If you fail to provide personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with our legal services). In this case, we may have to cancel the contract you have with us but we will notify you if this is the case at the time.

2. How is your personal data collected?

- **Direct interactions.** You may give us your Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise
- **Automated technologies or interactions.** As you interact with our website, we will automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies and other similar technologies.
- **Third parties or publicly available sources.** We will receive personal data about you from various third parties and using publicly available sources.

3. How we use your personal data

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

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal obligation.

See below for the types of lawful basis that we will rely on to process your personal data.

Generally, we do not rely on consent as a legal basis for processing your personal data although we will get your consent before sending third party direct marketing communications to you via email. You have the right to withdraw consent to marketing at any time by contacting us.

Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

4. Disclosures of your personal data

We may share your personal data with the parties set out below.

- External third parties such as service providers who provide IT and system administration services, professional advisers including accountants, bankers, auditors and insurers who provide accounting, consultancy, banking, and insurance services, HMRC and regulators and other authorities based in the United Kingdom who require reporting of processing activities in certain circumstances.
- Specific third parties such as courts, tribunals, third parties engaged in the course of the services we provide such as barristers and third parties engaged in undertaking anti-money laundering checks both in the United Kingdom and internationally.
- Third parties to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their

own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

5. International transfers

Some of our external third parties are based outside the EEA so their processing of your personal data will involve a transfer of data outside the EEA.

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

6. Data security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

7. Data retention

How long will you use my personal data for?

We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

8. Your legal rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data. You can:

- Request access to your personal information and how we process it
- Request correction of the personal information that we hold about you
- Ask us to delete your personal information
- Object to us processing your personal information

- Request the restriction of processing of your personal information
- Request the transfer of your personal information to you or to a third party
- Withdraw consent at any time where we are relying on consent to process your personal information.

If you wish to exercise any of the rights please contact us.

- Service providers who provide IT and system administration services.
- Professional advisers including accountants, bankers, auditors and insurers based in who provide accounting, consultancy, banking, and insurance services.
- HM Revenue & Customs, regulators and other authorities based in the United Kingdom who require reporting of processing activities in certain circumstances.

Schedule 2

Model Cancellation Form

CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To: RSW Law Limited
33 Bedford Row
London
WC1R 4JH

I/We* hereby give notice that I/We* cancel my/our* contract with you for your provision of legal services*

Ordered on:

Name of client(s),

Address of client(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

* Delete as appropriate