

TERMS OF ENGAGEMENT and additional information for clients

1. INTRODUCTION

K&L Gates comprises multiple affiliated entities: a limited liability partnership named K&L Gates LLP registered in England and Wales and maintaining offices in London and Paris (and any reference in these Terms to "K&L Gates-UK", "we", "us" or "our" means the London office only unless the context otherwise requires); a limited liability partnership of the same name qualified in Delaware ("K&L Gates-US") and maintaining offices in certain states throughout the U.S.A. and in Berlin, Doha, Dubai, Frankfurt, Munich, Seoul ("K&L Gates LLP Seoul Foreign Legal Consultant Office") and Shanghai ("K&L Gates LLP Shanghai Representative Office"); an Australian multi-disciplinary partnership ("K&L Gates-AUS") maintaining offices in Brisbane, Melbourne, Perth and Sydney; a Delaware general partnership ("K&L Gates Belgium") maintaining an office in Brussels; a limited liability partnership established under the laws of Ireland (K&L Gates (Ireland) LLP) maintaining an office in Dublin; a private limited company registered with the Luxembourg Register of Commerce and Companies ("K&L Gates Volckrick S.à.r.l.") with an office in Luxembourg; a Hong Kong general partnership ("K&L Gates, Solicitors") maintaining an office in Hong Kong; a professional association established and organised under the laws of Italy ("Studio Legale Associato") maintaining an office in Milan; a Taiwan general partnership ("K&L Gates") maintaining an office in Taipei; a joint enterprise formed in accordance with Japanese regulations ("K&L Gates Gaikokuho Joint Enterprise") maintaining an office in Tokyo; and a limited liability company organised under the laws of Singapore ("K&L Gates Straits Law LLC") maintaining an office in Singapore (each (but, for these purposes, excluding the London office of K&L Gates-UK) being "another K&L Gates entity" and "other K&L Gates entities" shall be construed accordingly).

These Terms, together with any accompanying letter or email from us ("Engagement Letter"), supersede any prior written or oral understandings between us with regard to the terms of our engagement or that of any predecessor firm. These Terms will apply to all matters on which you engage K&L Gates-UK.

2. OUR RELATIONSHIP WITH YOU

We will normally send you an Engagement Letter confirming your instructions to us. Each engagement will be only by the client(s) ("Client") named in our Engagement Letter, even if someone other than the Client, including an insurer, is responsible for paying, or has agreed to pay, our fees. Accordingly, unless we otherwise agree in writing, we have not agreed to represent, and are not representing, and shall not by virtue of such engagement be forming a lawyer client relationship with or owe any liability to (1) if our Client is an individual, any person not so identified as that Client or any affiliated person or entity, (2) if our Client is a corporation, partnership, joint venture or other entity, any person in any way connected with that Client, including directors, officers, employees, managing agents, partners, members, shareholders, affiliates (including parents and subsidiaries) or other persons associated with that Client and (3) if our Client is an association or other member organization, any director, officer, member of or other entity represented by that Client or any other constituent of that Client. Section 10 below shall be construed accordingly.

Accordingly, absent our explicit written agreement otherwise, our representation of the Client will not give rise to a conflict of interest if other clients of the Firm are or become adverse to any persons or entities affiliated with the Client referenced in the previous paragraph.

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entities affiliated with the Client referenced in the previous paragraph.

In addition, our engagement is limited to the matter(s) on which we are instructed now or in the future and whether or not there is an Engagement Letter. Consequently our engagement does not amount to a general retainer and in particular does not include any on-going obligation to review any advice or services previously provided.

Under the EU Market Abuse Regulation ("MAR"), issuers or people acting on the issuer's behalf or on the issuer's account are required to maintain a list ("Insider List") of personnel who have obtained material, non-public information referred to in MAR as "inside information". We do not assume any responsibility for creating or maintaining an Insider List for you or for your use unless we have expressly agreed to do so.

You acknowledge that we have not provided or agreed to provide legal advice to the Client concerning these Terms or the terms of any Engagement Letter.

Our advice and services are provided by, and are the responsibility of, K&L Gates-UK rather than another K&L Gates entity or any individual member, partner, officer, employee or consultant of K&L Gates-UK or another K&L Gates entity and any liability for any such advice or service is solely that of K&L Gates-UK.

3. K&L GATES ENTITIES

You agree that, as your agent, we may where appropriate engage another K&L Gates entity on your behalf to work with us in carrying out our engagement. In that event, the Terms of Engagement of the relevant K&L Gates entity will apply to its engagement, a copy of which will be supplied to you at the appropriate time.

You will not be a client of another K&L Gates entity unless we so engage that entity on your behalf, as described above, or unless you engage that entity directly.

4. OUR FEES

Unless we agree with you in writing some other basis for our fees, our fees will be based on the amount of time spent by the partners and professional staff dealing with the matter, at their standard hourly charging rates in effect when our services are rendered. Such time will include but not be limited to meetings; travelling time; considering, preparing and working on letters, documents, pleadings and other papers; written and electronic correspondence; and telephone calls. We will tell you the hourly charging rate of any partner or member of staff working on any matter for you. Our hourly rates are periodically reviewed and adjusted and we will let you know of any changes which will affect any matter on which you have engaged us. In addition to our fees, there will be added to your bill a sum in respect of incidental expenses (such as document management, printing, and copying) at our standard rate (available on request).

It is often difficult to estimate how many hours of work will be necessary to complete a particular matter, and accordingly how much our total charges are likely to be. We will, whenever requested, endeavour to give you an estimate but any estimate (which will be exclusive of VAT and disbursements) may change as the matter proceeds and it becomes clearer how much time is likely to be spent on it. An estimate is not a fixed fee and any estimate we provide will not constitute a promise or agreement that we will render services within a specific time or for a fixed amount. We will, on request, let you know at any time the total amount already incurred on any particular matter and, if any estimate is likely to be exceeded, we will advise you of that fact and provide you with a revised estimate as soon as practicable.

Information regarding standard hourly charging rates and other charges established by us or another K&L Gates entity is proprietary to us. You agree not to disclose such information to third parties without our prior written consent. In the event that you are served with a demand or legal process that you believe requires you to disclose such information, you agree immediately to notify us of such demand or process, and to reasonably cooperate with us in protecting our proprietary information from disclosure without our consent.

5. DISBURSEMENTS

In addition to our fees, there will be added to your bill any expenses or disbursements incurred by us on your behalf (such as counsel's fees).

Where we are likely to incur any significant expense or disbursement on your behalf, we may ask you to put us in funds either before it is incurred or so as to enable us to discharge it (including VAT) on receipt of invoice. It is a condition of our engagement that we are put in funds for such expenses and disbursements immediately on request.

Where an expert witness, an overseas lawyer or any other third party (not being another K&L Gates entity) is to be engaged, we will expect you to engage him directly and to be responsible for his fees. If we agree to instruct the third party direct, we will ask you to put us in funds in an amount sufficient to cover the third party's fees (including VAT or equivalent taxes).

6. PAYMENTS ON ACCOUNT

It is our normal practice to ask clients for payments on account of costs whenever this appears to us to be appropriate and our right to do so is a condition of our engagement. We therefore reserve the right to suspend work for you or (on reasonable notice) to terminate our engagement in the event that any request for a payment on account is not met promptly.

Where we receive any payment from you which is not appropriated to a particular bill, we will be entitled to determine how that payment is appropriated between the amounts then owed to us, whether for costs, interest, reimbursement of expenses or otherwise.

7. BILLING

We will deliver bills to you at regular intervals (normally on a monthly basis). Our entitlement to bill you is not conditional on complete performance of our obligations under our engagement. In relation to specific transactions we may submit a bill on or shortly after completion which will cover fees incurred up to that time and may include an additional amount to cover anticipated post-completion work. We will also be entitled to submit a bill if a matter takes longer than expected or appears to be abortive.

Where we engage another K&L Gates entity on your behalf, we will be entitled to include their fees and charges in our K&L Gates-UK bill, unless you ask for a separate bill in respect of those fees and charges.

Our bills are payable on receipt. We reserve the right to charge interest on outstanding bills at the rate prescribed by English law in relation to judgment debts (currently 8 per cent per annum) if payment is not made within one month of delivery of the bill. In the event of a payment not being made, we reserve the right to suspend work for you or on reasonable notice to terminate our engagement and in either case we shall be entitled to payment in full of all sums in respect of work carried out up to that date. In certain circumstances, we may be entitled to exercise a lien for unpaid costs.

In the unlikely event that we change our banking details or payment arrangements, we will communicate this change to you via your usual billing contact. The changes will also be highlighted in the next invoice issued. If you suspect that the request to change the payment arrangement may be fraudulent, please suspend all payments and immediately contact the partner responsible for your matter or your usual billing contact. Please be aware of the potential for payment diversion fraud or business email compromise. Criminals may contact you via email, usually claiming to be from our firm. They will request a payment to be made or inform you of a change of our bank account details. Criminals will often create fake e-mail addresses which are very similar to our firm's genuine

business addressees and send over copies of invoices to make it more believable. All of this may lead to payments from you directly into bank accounts controlled by the criminals and money is unlikely to be recoverable.

If an insurer or other third party undertakes to pay any portion of our fees, you will remain responsible for payment of any fees not paid by that third party. Where we have agreed to represent multiple Clients in a matter, those Clients will be jointly and severally responsible for payment of our fees in respect of that matter.

8. TERMINATION

Except where otherwise agreed, you may terminate our engagement at any time, either generally or in respect of any particular matter or aspect of a matter. All that is required is that you notify one of the partners in K&L Gates-UK and, if so requested, confirm the position in writing. No period of notice is necessary. We reserve the right to terminate the engagement with good reason and on reasonable notice being given to you (which will be confirmed in writing, if requested). On termination of our engagement, we will submit a bill to you to cover work done in respect of the period up to the date of termination. See also above in section 6 our right to terminate our engagement in the event that any request for a payment on account is not met promptly, and in section 7 our right to terminate our engagement in the event of a payment not being made within one month of delivery of a bill we deliver to you.

If we are on the record as acting for you in any proceedings, the consent of the Court may be required before we can be removed from the record. Your right to terminate our engagement may, to that extent, be restricted.

If a conditional fee agreement or an insurance arrangement is in place, your right to terminate our engagement may be conditional and the terms of that agreement or the relevant policy of insurance will prevail where those terms are inconsistent with these Terms.

Any provisions of our Engagement Letter or these Terms which, either expressly or by implication, extend beyond the expiry or termination of our engagement shall survive such expiry or termination.

9. QUALITY OF SERVICE

If you are unhappy with any aspect of our service, including our bill or the level of our costs, please raise this with the partner in overall charge of the relevant matter or, if you prefer or if you are unhappy with our initial response, with our London managing partner, Paul Callegari. See section 21 below for further details.

10. CONFLICTS OF INTEREST

We cannot accept instructions in matters where a conflict exists between your interests and those of another client or clients in the same or related matters, or there is a significant risk of such a conflict, unless the affected clients have given their informed consent for us to do so and it appears to us to be proper to do so under applicable rules of professional conduct. Our ability to represent one client in any matter involving, directly or indirectly, another client or clients will be governed by applicable rules of professional conduct. Where a conflict of interest exists or arises, we might have to cease acting for you and, where appropriate, for the other client or clients concerned.

To allow K&L Gates-UK and/or another K&L Gates entity to represent clients to the fullest extent consistent with applicable rules of professional conduct, you agree that (1) we and/or another K&L Gates entity can (a) represent you in any matter involving, directly or indirectly, another client and/or another client or clients whose interests are or have been actually or potentially adverse to you, and (b) render patentability, infringement and validity opinions regarding, and advance patentability arguments over, patents and/or patent applications owned, licensed or controlled by you, but not handled by us and/or another K&L Gates entity and (c) render registrability, infringement and validity opinions regarding, and advance registrability arguments over, registered or unregistered trademarks and/or trademark registration applications owned, licensed or controlled by you, but not handled by us and/or another K&L Gates entity, provided that, in each case, such representation and/or opinion (i) is not in relation to a matter which is substantially related to any current or concluded matter in which we and/or another K&L Gates entity are representing or have represented you

(ii) is carried out and/or rendered (as the case may be) consistently with applicable rules of professional conduct and (iii) is undertaken and/or rendered (as the case may be) in circumstances where we and/or the relevant other K&L Gates entity (as the case may be) reasonably conclude, and after taking into account this agreement by you, that such representation and/or the rendering of such an opinion (as the case may be) does not conflict with applicable rules of professional conduct and (2) you will not seek to prevent us and/or the relevant other K&L Gates entity (as the case may be) from carrying out such representation and/or rendering such an opinion where the provisos set out above are satisfied.

For the avoidance of doubt nothing in this paragraph is intended to or shall limit the ability of K&L Gates-UK to act where it is permitted to do so under applicable UK rules.

For the purposes of determining whether any conflict may exist you, as the Client, shall be considered as our sole client.

11. COMMUNICATIONS

If there are particular limitations on how you would like us to communicate with you, please advise us in advance.

We may communicate with you by email unless you request to the contrary. The transmission of information by email has inherent risks and such communications may become lost, delayed, intercepted, corrupted or be otherwise altered or rendered incomplete. We will try to ensure that electronic communications that we send to you are free from viruses and any other material which may cause inconvenience or harm to any other computer system and you undertake to do likewise with any electronic communications you may send to us. However, we do not accept and will not have any responsibility or liability to you or any third party (except in case of our bad faith or wilful default) in respect of any loss or damage arising out of or in connection with the failure of any electronic communication to arrive with you or any third party at the time and in the form intended by us, or the receipt of any such communication by any person for whom it was not intended, or the accidental transmission of any virus or corrupting material.

For your convenience documents may be made available to you in electronic as well as hard copy format. Multiple copies and versions of documents may therefore exist in different media. In the case of any discrepancy the signed hard copy should be regarded as definitive.

12. FILES

You agree that your client file consists of the product and documentation of our legal services, including final versions of our work product and substantive communications with you or third parties regarding your matters. You agree that our drafts of documents, notes, internal working papers, internal e-mail, administrative and operational records, and electronic databases shall be and remain the property of the Firm and shall not be considered part of your client file. The Firm retains the right to make copies of your file, at our expense, for our own information and retention purposes.

We normally keep our file of papers and documents (including client due diligence records) for up to 7 years after completion of the matter to which they relate, other than duplicates which may be destroyed earlier or files in relation to trusts and estates and certain real estate matters which may be destroyed later. Our file will contain papers and documents by law belonging to you and papers and documents by law belonging to us. Papers and documents belonging to you will be disposed of when we dispose of those belonging to us, unless we have specifically agreed with you to retain particular papers or documents for some minimum period or not to dispose of them without notifying you first. We normally store files free of charge, but reserve the right to charge for the storage of any file containing papers or documents which you have asked us to retain for you. We also normally retrieve papers and documents kept in storage free of charge in response to continuing or new instructions from you, but reserve the right to charge, based on time spent and out of pocket expenses, for the retrieval of papers and documents in storage, their re-storage, and for considering and complying with requests relating to papers and documents which we hold. This paragraph applies to files for all matters worked on by us or any predecessor firm of ours at any time, not only those

relating to the matters to which these Terms apply, and includes electronic as well as hard copy format.

13. CONFIDENTIALITY

As our professional duty we keep confidential all information which we have concerning you and your affairs through acting for you and which is confidential to you ("your confidential information"), except where the law compels disclosure by us. You also agree that we may disclose your confidential information to another K&L Gates entity and, where we consider it appropriate, to our auditors, other professional advisers and insurers. When we have ceased to act for you on a matter, we may (subject to no conflict thereby arising) subsequently act for others on matters on which we would not have acted whilst still acting for you and in which your confidential information could be of value to them. In such a case we will take all reasonable precautions to ensure that knowledge of and access to your confidential information is kept not only from such others but also from any individual engaged on such matters for them.

Information regarding our standard hourly rates and other charges established by the Firm is proprietary to the Firm. Information regarding the Firm's security procedures, policies, and systems is proprietary and confidential to the Firm. Disclosure of this information to third parties poses significant commercial and security risks to the Firm and its clients. Accordingly, you agree not to disclose such information to third parties without the Firm's prior written consent. In the event that you are served with a demand or legal process that you believe requires you to disclose such information, you agree to notify the Firm immediately of such demand or process, and subject to relevant law, to reasonably cooperate with the Firm in protecting the Firm's proprietary and confidential information from disclosure without the Firm's consent.

14. LITIGATION

For all contentious matters, including arbitration or other forms of dispute resolution, you are primarily responsible for payment of our fees and expenses, even if you obtain a court order that your costs, or part of them, should be paid by another party. There is often a delay in recovery of costs because of difficulties in assessing and recovering them from a third party. However you are generally entitled to interest on any costs awarded to you from the date of the court order.

Even if you are successful, the other party may not be able to pay all of the costs awarded to you and, if the other party is legally aided, you may not be awarded any of your costs. You may also be required to incur further charges and expenses in order to effect the recovery of costs from the other party.

The costs awarded to you by the court or other tribunal are likely to cover only a proportion of our fees and expenses, and accordingly you will incur a liability for costs in pursuing or defending any claim which cannot be recovered from your opponent, even if you win the case. Certain expenses which we charge to you (such as photocopying) may not be recoverable from your opponent, and you will remain responsible for paying these expenses.

In some circumstances the court may order you to pay the other party's costs, for example if you lose or seek to withdraw from the case. These costs would be payable in addition to our fees and expenses.

In some tribunals, such as the Small Claims Court and the Employment Tribunal, costs orders are very rarely made and you should not expect to recover any of your costs if you are successful.

15. PUBLICITY

Once any matter on which we may be working or have worked for you is publicly announced or otherwise comes into the public domain, we shall be entitled to publicise our own role in the matter by issuing an announcement or advertisement or otherwise, provided that we will not without your consent disclose any details regarding the matter (except details of our own involvement in it) which are not then in the public domain.

16. LIMITATION OF LIABILITY

Where an Engagement Letter provides that our liability in respect of any matter shall be limited the limit will apply in respect of our total

liability of whatever nature, whether in contract, tort (including negligence), under statute or otherwise, to you and to all (if any) other persons who may have the benefit of and rely on our work on the terms hereof (you and they each a "beneficiary") for any losses arising from or in any way in connection with the matter in question and references in the relevant Engagement Letter and these Terms to our "liability" shall be construed as references to such total liability. Where there is more than one beneficiary, a limitation on our liability to all beneficiaries shall be apportioned by them amongst themselves. No beneficiary shall dispute or challenge the validity, operation or enforceability of this paragraph on the grounds that no such apportionment has been so agreed or that the agreed share of the limitation amount so apportioned to any beneficiary is unreasonably low.

Whether or not an Engagement Letter provides that our liability in respect of any matter shall be so limited you agree that (1) we shall have no liability in respect of any matter unless you give us written notice of the claim, stating in reasonable detail the nature of the claim and, to the extent practicable, an estimate of the amount claimed, within 12 months after completion of the matter, (2) any such claim must in any event be brought no later than 4 years after the date you should have been aware of the potential claim and, in any event, no later than 6 years after any alleged breach and (3) where you have agreed to any limitation or exclusion of the liability of any other of your advisers, and where the extent of our liability for any breach of our duties is or may be affected by the extent of the liability of the other advisers, our liability to you (and also to any other person so far as this provision may be capable of limiting our liability to such other person) shall be limited so as to be no greater than it would have been in the absence of that limitation or exclusion of liability, nor greater than that proportion of the loss or damage suffered which it is just and equitable that we should bear as our contribution.

Nothing in these Terms shall exclude or restrict (or prevent a claim being brought in respect of) any liability arising from our fraud or reckless disregard of our professional obligations or other liability which cannot under English law be limited or excluded.

17. INVESTMENT SERVICES/INSURANCE DISTRIBUTION

We are not authorised by the Financial Conduct Authority ("FCA"). However, we can provide certain limited services in relation to investments where these are closely linked to the legal work we are doing for you, since we are members of the Law Society of England and Wales which is a designated professional body for the purposes of the Financial Services and Markets Act 2000 ("FSMA 2000"). In cases where you require investment services outside the scope of what we can provide, we may refer you to a person who is authorised by the FCA. The Solicitors Regulation Authority ("SRA") is an independent regulatory body and redress systems are provided through the SRA and the Legal Ombudsman. The contact details and timescale for referring a complaint to the office of the Legal Ombudsman are set out in section 21 below.

The scope of our engagement does not and will not include giving you advice on the merits of entering into any transaction in investments. When providing our services, we will assume that you have decided, or will decide, to negotiate and enter into any such transaction solely on the basis of your own evaluation of the same, and any advice which you may receive from a person authorised under FSMA 2000. We will not communicate, either to you or on your behalf to any other person, any invitation or inducement to engage in investment activity, and nothing we write or say should be construed as any such invitation or inducement.

We are included on the register maintained by the FCA so that we can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. The register can be accessed via the Financial Conduct Authority website at: <https://register.fca.org.uk/s/>. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA and the Legal Ombudsman. Complaints and redress systems are provided through the SRA and the Legal Ombudsman. The contact details and timescale for referring a complaint to the office of the Legal Ombudsman are set out in section 21 below.

18. DATA PROTECTION

Without prejudice to our obligations of confidentiality to you or our other clients, you will understand that, in common with other professional firms, we make use of knowledge, information and documentation acquired or produced in the course of acting for clients in order to improve the service we offer to other clients. Such knowledge, information and documentation is held securely within our internal knowledge management system.

The way in which we collect, use and share personal data you provide to us and which we otherwise collect on you (if you are an individual) and on other individuals (including, for example, ultimate beneficial owners or directors of clients) is set out in the "United Kingdom Specific Information" section of our [Legal Notices](#). If you provide us with personal data on other individuals (including, for example, ultimate beneficial owners or directors of clients), it is your responsibility to ensure that they are made aware of that section and you acknowledge that your processing and sharing, with us, of their personal data is undertaken pursuant to a legal ground under the UK and / or the EU General Data Protection Regulation.

We confirm that before establishing a business relationship with you or entering into an occasional transaction with you, we are providing you with this statement that any personal data received from you, your owners or other related persons will be processed only (a) for the purposes of preventing money laundering, terrorist financing or proliferation financing, or (b)(i) if permitted by or under an enactment other than the UK Money Laundering Regulations or the UK General Data Protection Regulation; or (ii) if the Firm has obtained the consent of the relevant data subject to the proposed use of the data.

We may monitor telephone calls and electronic communications in order to ensure we comply with our internal policies and our legal obligations.

19. CLIENT IDENTIFICATION AND REPORTING

In common with other law firms and professionals in the UK, we are bound to comply with the requirements of UK anti-money laundering law. This involves our taking positive steps in relation to our dealings with clients and matters on which we are working.

UK Money Laundering Regulations require us (except in certain limited circumstances) to carry out due diligence on all our clients. This involves, among other things, identifying and verifying the identity of our clients and, where applicable, their ultimate beneficial owners. In accordance with SRA guidance, we reserve the right to charge the costs of client due diligence to you. Where we have charged for completing client due diligence, to ensure compliance our internal anti-money laundering policy, we will specify the expenses incurred in our bill(s) to you (e.g. purchasing documents, reports etc.)

You should also be aware that the UK's anti-money laundering legislation, especially the Proceeds of Crime Act 2002, may require us to report matters (including known or suspected money laundering) to the relevant authorities in circumstances where we may be precluded from informing you that we have done so. This may affect what we can do and how we do it, and it may also have an effect on timescales.

We are also obliged to report matters and transactions to authorities under other legislation including, without limitation, the EU Directive on Administrative Cooperation (DAC6).

Also in common with other law firms and professionals in the UK, we are subject to strict rules relating to sanctions enforcement and compliance. Where the client, its owners or controllers or another party to your matter is or becomes subject to international sanctions we have overriding regulatory obligations to take certain steps, including potentially reporting matters to relevant authorities and pausing or stopping acting for you immediately. Where appropriate we may decide to apply for a licence under which work may be permitted to continue but we are under no obligation to do so. Should such additional work become necessary we will advise you about the relevant costs and timescales involved.

If we engage others (including another K&L Gates entity) to act on your behalf then additional due diligence may be required and or the results of our own due diligence shared with them.

We do not verify information submitted by or on behalf of overseas entities to Companies House under the Economic Crime (Transparency and Enforcement) Act 2022 (as amended from time to time).

20. LAW, JURISDICTION AND RESPONSIBILITY

We advise only on English law. All contracts between K&L Gates-UK and its clients are governed by the laws of England. It is a term of our engagement that any claim whatever made against us or any of our members, partners, employees or agents must be made in the courts of England which will have exclusive jurisdiction in the matter.

21. REGULATORY INFORMATION

We are required by our professional code of conduct to notify you of the following.

We are authorised and regulated by the SRA in the United Kingdom. Our members are solicitors, registered foreign lawyers or registered European lawyers authorised to practice in England & Wales and regulated by the SRA in the United Kingdom, or non-registered European lawyers. Some members may also be authorised to practice law in other jurisdictions.

When we hold money in a client account for a client, or for a person funding all or part of our fees, or for a trust, we will account to the client or that person or trust for interest when it is fair and reasonable to do so in all the circumstances and in accordance with the SRA Accounts Rules 2019. We have a written policy on the payment of interest and you may obtain a copy of this by asking any of the partners for it.

We maintain compulsory professional indemnity insurance of at least £3 million in respect of each and every claim. The name of our insurer for the current policy period (1 October 2026 to 30 September 2027) is Liberty Mutual Insurance Europe SE (UK Branch). The registered office of the insurer is at 20 Fenchurch Street, London, EC3M 3AW, United Kingdom. Our policy number is APPUK2600569. Details of the minimum terms for the compulsory insurance, including territorial coverage, can be found at the SRA website: <https://www.sra.org.uk/solicitors/standards-regulations/indemnity-insurance-rules>.

If you wish to make a complaint then you should address it in writing to us for the attention of Paul Callegari, who is our designated Complaints Partner. You may obtain a copy of our complaints procedure by asking any of the partners for it.

We will try to resolve any problem or complaint quickly, in accordance with our complaints procedure. If you are not satisfied by our response, you may be entitled to ask the Legal Ombudsman to consider the complaint.

The Legal Ombudsman's service is open to all individual members of the public and very small businesses, charities, clubs and trusts. If in doubt whether you fall into one of those categories, you should contact the Legal Ombudsman. If you are entitled to make a complaint then, normally, the Legal Ombudsman expects complaints to be made to them within one year of the date of the act or omission about which you are concerned or within one year of you realising there was a concern. You will also need to refer it to the Legal Ombudsman within six months of receiving a final written response from us about your complaint. As noted above, you have a right to object to our bill by raising the issue with us, and, if you are not satisfied by our response, you may be entitled to make a complaint to the Legal Ombudsman. Alternatively, you may have a right to apply to the Court for an assessment of our bill under Part III of the Solicitors Act 1974.

If the services we have provided related to proceedings in a Court or tribunal, you may additionally be entitled to have the amount of our fees checked or assessed under rules of Court or regulations applying to the particular proceedings, or under the inherent jurisdiction of the Court or tribunal before which the proceedings are taking, or have taken, place.

If you exercise a right to have our costs assessed by the Court, you cannot refer the issue to the Legal Ombudsman. If all or any part of our bill remains unpaid whilst you dispute it, we may be entitled to charge interest, as to which see section 7 above.

The contact details for the Solicitors Regulation Authority are to be found at its website: <http://www.sra.org.uk/home/contact-us>.

The contact details for the office of the Legal Ombudsman are to be found at its website: www.legalombudsman.org.uk.

Our professional standards and regulations may be accessed at: <http://www.sra.org.uk/solicitors/standards-regulations>

Our address for service is at:
One New Change, London, EC4M 9AF.

Our VAT registration number is GB244046680

22. GENERAL

Our representation of you will not result in the transfer or assignment of any intellectual property from you to the Firm, or from the Firm to you. Furthermore, you agree that you do not have any rights to the Firm's intellectual property. The Firm agrees that we do not acquire any rights to your intellectual property, notwithstanding the fact that we may use them in the performance of our legal services, except limited and temporary license rights as may be required to provide you with legal services for your benefit.

No responsibility is in any circumstances accepted by us other than to our clients alone, and in particular not to any of a client's bankers, creditors or shareholders. In a case where we are asked and agree to give an opinion which might be relied upon by someone other than the client, we will separately stipulate the terms on which that opinion will be given.

Our partners, members, officers, employees, consultants and agents will be entitled to enforce the terms set out in any Engagement Letter and in these Terms for their protection, but no other person will have the right to enforce the terms of our engagement by you under the Contracts (Rights of Third Parties) Act 1999 or otherwise. You and we may agree to vary or rescind any terms of our engagement without the consent of any third party.

In the event of any inconsistency between an Engagement Letter and these Terms, the Engagement Letter shall prevail.

We may assign the benefit of or transfer our engagement to any partnership or corporate entity which carries on the business of K&L Gates-UK in succession to us. You will accept the performance by such assignee or transferee in substitution for performance by us. References in these Terms (other than in this paragraph) and in any relevant Engagement Letter to K&L Gates-UK shall include any such assignee or transferee. Subject to the above provisions of this paragraph, neither you nor we shall have the right to assign or transfer the benefit or burden of our engagement without the written consent of the other party.

In connection with our representation of you, we may use artificial intelligence services, including generative AI ("GenAI") to enhance and streamline certain aspects of our services. For example, we may use this technology to aid in document analysis, summarise information, and assist in legal research. Like any technology, GenAI carries some degree of risk, which may include the risk of errors in GenAI-generated content, data security vulnerabilities, and system malfunctions. We have implemented reasonable measures to safeguard against these risks, and our lawyers maintain oversight of GenAI-generated outputs. Accordingly, we believe and, by accepting our services, you agree, that the benefits of using this technology outweigh the related risks, and you consent to the use of this technology and to our uploading confidential information and documents for use with GenAI services.

We are committed to providing a safe, respectful and inclusive working environment for our partners, employees, workers, consultants, contractors, agency workers, interns and other individuals working with or on behalf of the Firm. We do not tolerate bullying, harassment, sexual harassment, discrimination, victimisation or other inappropriate conduct by any person involved in a matter, including clients, their officers, employees, agents, consultants or other representatives.

You will take reasonable steps to ensure that your personnel and representatives act professionally and respectfully in all

interactions with our personnel. If we reasonably consider that any conduct has breached this standard, we may take such steps as we consider appropriate to protect our personnel and comply with our legal and regulatory obligations, including requiring alternative personnel to be assigned to the matter, limiting direct contact, suspending work, or terminating our engagement on written notice without liability.

From time to time, we may consider it necessary or appropriate to amend or supersede these Terms by new terms, in which case we will notify you of the changes and, unless we hear from you to the contrary within 14 days after such notification, the amendments or new terms will apply as from the end of that period.

Edition: 1 October 2026