

Harneys (Jersey) Terms and Conditions

1. Purpose of this document and other terms of our relationship

This document contains the terms on which we, Harneys (Jersey) (referred to as **we**, **us** or the **Firm** in these terms and conditions) will provide legal services to you under this engagement.

This document does not seek to deal with all issues which may arise during the course of your dealings with the Firm and we would also refer you to our individual engagement correspondence. If there is a conflict between this document and an individual engagement letter or engagement email, the latter will prevail.

2. Nature of advice

We advise only on the laws of Jersey. While we will always seek to give advice which is commercially useful in the cross border environment in which we inevitably operate, we do not accept responsibility for any failure to advise on matters which fall outside the scope of your instructions or our stated areas of competency. We assume your compliance with, and adequate consideration of, legal and regulatory requirements imposed on you under the laws of each jurisdiction other than Jersey.

Unless otherwise instructed, we will only advise on the laws of Jersey. It is your responsibility to obtain proper professional advice on legal and regulatory requirements imposed on you in any other jurisdiction. We shall assume you have or will obtain all such professional advice and will comply with it.

Unless we explicitly state otherwise in that advice, or we otherwise agree in writing, our advice is provided solely for the purposes of the instructions to which it relates and for the benefit only of the person to whom it is addressed (or to an identified underlying client of a professional who is instructing us on their behalf). We accept no responsibility for any consequences arising from reliance upon our advice by any person other than you.

We advise on the laws of Jersey as they are in force at the time we give the advice. Unless otherwise agreed, we are not under any obligation to advise you of any changes to Jersey law which may occur after we have delivered our advice.

If our advice is to be communicated to other parties we ask to be informed at the earliest possible opportunity.

3. Authorised representative

In our provision of legal services you authorise us to deal with and take instructions on your behalf from any designated representative notified to us in writing (including by email) or by telephone from time to time. That notification may come from you or other professional advisers or agents or other third parties providing services for you in relation to this engagement. If there is any change to the persons who we are authorised to deal with and take instructions you must notify us at the earliest opportunity.

Where (a) you are a company, partnership or other entity (other than an individual person), and (b) during the course of our engagement there is a change of control or alleged change of control (each, a **Change of Control**) in relation to you which results in a dispute as to which persons are legally entitled to give instructions to us on your behalf as our clients, then this paragraph will apply. In such an event we shall be entitled to take independent professional advice as to the effectiveness of that Change of Control. If we do so then (i) we shall be entitled to rely upon that advice in determining who can give instructions on your behalf, and (ii) any charges associated with obtaining such advice shall be recoverable from you as disbursement properly incurred as part of our engagement.

4. Standard of care

We shall procure that the standard of care which shall be provided by us in the provision of our professional services shall be that of a reasonably competent lawyer practising at the relevant time in Jersey.

In certain circumstances we may be asked to advise on an urgent basis, or where for other reasons we are not given complete instructions or sufficient time to properly consider the matter before providing advice. In such cases you acknowledge and agree that the standard of care which we are obliged to exercise to you shall be limited to what is reasonable and appropriate in all the circumstances.

During the course of our engagement we may provide you with a draft or drafts of advice for review. Such drafts are not final advice, and our definitive advice will be solely contained in our final written documentation.

It is not possible for us to provide any promise or guarantee about the outcome of any matters. No statement by any of our lawyers or staff about the future outcome of a matter should be considered a promise or guarantee.

Our role is to provide you with professional, competent and timely legal advice. The determination of your course of action and the consequences of any commercial decision relating to our legal advice are matters solely to be determined by you.

5. Communication

At the outset we will notify you of the lawyer who will have principal conduct of the matter, and the partner who will have overall responsibility for the file.

We will keep you informed from time to time of the progress of any instructions and will usually do so by email or telephone. We will communicate orally or in writing with any person who is, or appears to be, from the office or institution by which we were initially contacted, and take instructions from any such person, unless you specifically request otherwise. Such requests should be made to the relevant partner and will apply only in respect of the matter in which they were made.

We will use various forms of electronic communication in the course of taking and acting on instructions from you. Unless you advise us otherwise we will assume communication by email is acceptable to you. With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties.

We use scanning software to reduce the risk of viruses, malware and similar damaging items being transmitted through emails or electronic storage devices. We also expect you to operate such software. However, electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by non-receipt, delayed receipt, inadvertent misdirection, interception by third parties, viruses nor for communications which are corrupted or altered after despatch. Nor do we accept any liability for problems or accidental errors relating to this means of communication especially in relation to commercially sensitive material.

Any email communications to or from us may be monitored by us for operational or business reasons.

When you seek and receive legal advice from us on your rights and obligations, legal advice or attorney-client privilege is likely to attach to our communications related to that advice. If we act for you in contemplated or actual legal proceedings, litigation or lawyer-client privilege is likely to attach to our communications related to those proceedings. You should be aware however that legal privilege may be lost by communicating with third parties or with people in your own organisation who are not involved in the giving of instructions to, or in the seeking, obtaining or receipt of advice from, us.

Whilst making every reasonable attempt to secure personal data, we cannot accept responsibility for any unauthorised access or loss of private information that is beyond our control. If you choose to communicate with us by any messaging application, such as WhatsApp, WeChat, Telegram or any other form of messaging system or service, we accept no liability for any loss or damage and assume no risk which may occur as a result of any virus or security breach.

Please refer to the provisions of our Privacy Statement (<https://www.harneys.com/privacy-statement/>) for further information on how we collect personal data, how we use it, what rights and choices you have in relation to the personal data we hold and process and how you may contact us.

6. Termination

You may terminate your instructions to us and we may cease to act for you at any time, in each case by written notice but we are entitled to and will retain all your papers, documents and other property in our possession while there is money owing to us for our fees and expenses in relation to any matter.

In the event that our engagement is terminated, you will be responsible for the cost of all work completed up to the date of termination and any costs incurred by us in concluding or transferring the matter. No discount will be offered on the basis of a premature closing of a transaction or other matter.

7. Due diligence requirements

As with other professional service firms, we are required to identify our clients (and, in a number of cases, beneficial owners) for anti-money laundering and combatting terrorist financing compliance (**AML KYC**) purposes when accepting instructions in relation to a number of areas of our business. You must properly and promptly disclose to us all persons and entities who may have an interest in any matter in respect of which we are to be engaged, both for the purposes of complying with legal requirements to provide AML KYC, and also so that we may avoid any conflicts of interest.

We will always seek client identification and due diligence documents that comply with best practice under the relevant laws and regulations applicable to that office.

If you subsequently instruct another Harneys office in relation to any matter, unless you indicate otherwise we will assume we may share any AML KYC provided by you to them unless you instruct us otherwise. You should be aware that because of different requirements in different jurisdictions, you may still be required to provide additional AML KYC to comply with applicable local laws and regulations.

Notwithstanding the scope of any regulatory requirements and without limiting our rights under paragraph 4 ([Standard of care](#)), we reserve the right to terminate our relationship at any point where we have concerns about either the nature of the transaction(s) on which we are advising or persons involved with them or if any request for further information is not met promptly (whether we have an obligation or right to request such information or not).

We are not permitted to provide final advice to enable a transaction to complete until our due diligence checks have been finalised. Any advice that we give to you prior to the completion of the due diligence checks will be taken to be preliminary advice on which you cannot place any reliance and for which we accept no liability.

We reserve the right to conduct credit checks (or to engage third parties to conduct credit checks) on any client, and by engaging the Firm you consent to such checks. We also reserve the right to seek guarantees of payment of our fees in relation to new clients or clients who do not have an established credit history.

8. Liability cap and scope of liability

Our maximum aggregate liability to you in respect of any engagement is limited to **£3 million** or the equivalent value in any other currency. If we act for multiple clients under the same engagement, this limit will apply to our aggregate liabilities to all of those clients, and the liability limitation of each client shall be their pro rata share of that amount. We shall maintain professional indemnity insurance cover for such liability in an amount not less than £3 million.

Further:

- a) we will not be liable for the acts or defaults of any third party, including any agents or sub-contractors, and will only accept liability for direct loss suffered by the person instructing us or a disclosed underlying client alone and, in any event, only to the extent that such loss was reasonably foreseeable as arising from our act or default giving rise to the loss;
- b) we will not be liable for any punitive, exemplary or multiplicatory damages or similar claims beyond the actual amount of your loss;
- c) we will not be liable for any consequential loss or loss of profit however arising, whether or not such loss was foreseeable and whether it was suffered by the person by whom we are instructed or any third party;
- d) we will not be liable if you act on advice given by us on an earlier occasion without first confirming with us that the advice remains valid in the light of any changes in the law or your circumstances and will accept no liability for losses arising from changes in the law or in the interpretation of the law which are first published after the date on which our advice is given;
- e) we will not be liable for any losses where those losses are due to inaccurate, incomplete or misleading information provided to us; and
- f) we shall not be liable for any inability on our part to perform our services for any cause beyond our reasonable control, including adverse weather conditions affecting the relevant the Firm office,

and you agree not to bring such claims against us.

Our advice will depend on the particular circumstances specific to the matter in respect of which we have been engaged. We are not responsible or liable for its use for a different purpose or in a different context.

If we are jointly, or jointly and severally, liable to you with any other party we shall only be liable to pay you the proportion of your losses which is found to be fair and reasonably due to our fault. We shall not be liable to pay you the proportion which is fairly and reasonably due to the fault of another party.

It is a fundamental provision of these terms and conditions that you agree no individual has or will have any personal responsibility to you for the legal services provided by them on behalf of the Firm. This does not limit or exclude any liability of the Firm for the acts or omissions of any of its employees acting under the supervision of the firm or within the scope of their employment with the firm.

9. If you are lawyers

The nature of our business is such that we are often instructed by other lawyers or other professional intermediaries. Our practice is also truly global so that many very different codes of behaviour apply to other professionals instructing us and their obligations in relation to us. It is impossible for us to monitor or enforce those so we choose to set out our own terms which we believe to be both reasonable and commercially viable.

Where we are engaged by another law firm then, unless otherwise indicated, we will act on the basis that law firm is engaging us as agent for their underlying clients. Where we are engaged by an agent on behalf of a principal these terms will be binding upon both the principal and agent. In all other cases the Firm acts for the instructing client as principal and not as agent for any other party unless otherwise agreed. Any advice given will be solely for the benefit of our instructing client. You agree not to share such advice with any other person except as may be expressly agreed by us, and we will not be liable to any other person with respect to that advice.

We expect to be informed of the identity of your underlying client or clients at the outset and to be given telephone and email contact details regardless of who undertakes responsibility for our fees. We will assume that you will pass on our advice in a timely and accurate manner but reserve the right to communicate directly with the person you have identified as the underlying client at any stage.

If you carry out business in a recognised or equivalent foreign jurisdiction for compliance with AML KYC legislation and you are subject to equivalent application of the FATF Recommendations with respect to AML KYC then for due diligence purposes we may be able to rely on customer due diligence carried out by you on the underlying client. In such cases if you consent to such reliance then you must hold the relevant records for a minimum period of ten years after the completion of the matter and allow us to inspect those records upon request or if required by the laws of Jersey, provide us with copies of the AML KYC documents collected by you from your client.

If your firm does not accept responsibility for our fees we expect to be told either in your initial instructions to us or immediately on receipt of any estimate or communication from us in relation to fees. All estimates are given on the basis that the person requesting them is paying and are subject to change if this is not the case. Whilst we often waive requirements for money on account when dealing with law firms who are long established intermediaries, we may require payment on account if such firms do not confirm that they will be responsible for our fees.

Where your firm does not accept responsibility for our fees we expect you to use all reasonable commercial endeavours to assist us in obtaining payment of our fees from the party responsible.

Our position on conflicts of interest is set out in paragraph [10 \(Conflicts of interest\)](#) of this document but if we are instructed by your firm in relation to an entity and have previously been instructed by your firm in relation to that entity we will assume that no conflict of interest issues arise unless you explicitly tell us otherwise.

10. Conflicts of interest

The nature of our business and the limited number of law firms able to advise on complex transactions involving the laws of Jersey means that what are commonly referred to as conflicts of interest or potential conflicts of interest often arise. We set out below our policies in such circumstances. It is not possible to avoid all potential conflicts of interest and we therefore seek to manage them. In addition to the steps we take, in order to minimise the likelihood of a conflict arising, you must notify us as soon as you become aware of any potential conflict, or situation that may give rise to a conflict.

What we mean by conflicts of interest and potential conflicts of interest is:

- a) **No exclusivity.** We act for a very large number of financial institutions and multinational groups. None of those clients have agreed to use the Firm exclusively and we do not expect you to. However, this means that we would not consider a conflict to arise merely by virtue of providing advice to a competitor. Similarly, the fact that we act for you in relation to one matter does not mean we will decline to act for another client against you in relation to an unrelated matter in future.
- b) **Confidential information.** In the course of advising on a transaction we will almost always receive information in confidence; the possibility that we have received such information in relation to an entity incorporated in or operating from Jersey (or any other jurisdiction where Harneys has an office) in respect of which you instruct us is high. It is a term of our relationship that you agree that we shall not be under any obligation to communicate that information to you where it has been obtained from another source in confidence.
- c) **Previous advice.** We do not usually consider the fact that we have previously advised another third party in relation to a relevant entity to represent a conflict of interest. Acting for you does not preclude us from acting for another client in any matters that are not substantially related to our work for you. We may represent other clients' interests in other matters even if they are directly adverse to you or your affiliates. We may ask that you permit us to disclose the fact of accepting your instructions to our previous client.
- d) **Nature of our role.** We are also frequently asked to advise in a situation where, despite differing commercial interests, what each client requires from us is similar (e.g. ensuring and confirming that the transaction documents are valid and binding insofar as the law on which we are qualified to advise is concerned). We would seek client consent to such a role except in situations where a lawyer in another jurisdiction instructs us on behalf of multiple parties.
- e) **Searches and registration.** We do not consider that a request to obtain publicly available information, to request information from a registered agent or registered office provider, to register documents, to create and file registers, or to effect service of documents gives rise to a conflict of interest and will undertake such instructions without carrying out any conflict check procedures.

As soon as you have identified the entities or assets in the Relevant Country to which your instructions relate, we will carry out an internal database search to see whether we have previously advised in relation to that entity or asset. We will utilise other methods only if specifically instructed to do so.

You should note a number of limitations inherent in this. First we are only able effectively to search against names of entities incorporated or organised in a Relevant Country. Unless all relevant parties are made available to us at the point at which we are instructed, a potential conflict may only come to light once we have commenced work. Secondly, details of shareholders/directors etc. and changes of names are often only made available to us at a very late stage in a transaction and we will only conduct fresh conflicts searches if asked to do so.

If, at whatever stage and for whatever reason, it transpires that we are not able to complete the instructions, you agree to pay for work done and expenses incurred up until the point at which it is determined that it is not possible for us to continue to act.

In the event that we identify a conflict, our first step will be to contact you to alert you to a potential conflict and ask you for permission to disclose your identity to the law firm or client for whom we have previously acted. Once we have received this we would contact the other client giving them such details about you and the proposed transaction as we are authorised to disclose, and seeking their permission to disclose to you details of the previous transaction and client. At this point we would be able to put before you the details of the nature of our previous involvement with the relevant entity so that you can decide whether you believe it is in your best interests that we act. If such communications are with your lawyers we do not consider that we have an obligation to ensure that every nuance of the possible ramifications of such a conflict has been explained to them.

If you are unable or unwilling to give permission for us to disclose your name or any transaction details it is unlikely that we will be able to obtain permission to disclose information from the other party.

Subsequent issues such as the implementation of an information barrier and taking such safeguards as you consider necessary should you wish us to accept your instructions will be agreed on a case by case basis.

In the event that a conflict of interest arises between two or more clients after we have accepted instructions to act for one or more of them, we reserve the right to cease acting for any or all parties irrespective of the order in which we were instructed.

Under no circumstances will we act for any client adverse to you in a specific legal matter if we have obtained confidential information from you which is material to that matter unless you give us express written permission to do so. However, in circumstances where we do not have such material confidential information, we may represent other

clients in legal matters, even those potentially or actually adverse to you or any of your affiliates, without the need to obtain your consent.

11. Harneys group

The Harneys group is made up of a number of constituent law firms in various locations which practise the laws of different jurisdictions. When you engage one or more of those constituent firms your engagement is with those individual constituent firms. Engaging or communicating with one constituent firm does not mean (a) any other constituent firm is under any duty towards you, or (b) that any information or documents will automatically be communicated between constituent firms.

12. Basis of charging

We generally charge fees based either on a time and expertise basis or on a fixed fee basis.

When our fees are based on the amount of our time and expertise a matter requires, our professional fees are normally calculated by reference to the current hourly rate of the lawyer concerned, applicable to the type of work done at the time the work is done. We reserve the right to charge higher rates or apply an uplift if either the nature of the work or the applicable deadlines justify this.

Hourly rates vary both between departments, offices and lawyers and the hourly rates of the lawyers working on your instruction are available on request. These rates are reviewed periodically and are adjusted and applied automatically from the time they are reviewed. It is not our practice to notify you of changes to billing rates but we will provide up to date information upon request.

Estimates

For many transactions we are able to give estimates of the cost of completing the work. Estimates are not fixed fees or caps on our fees and are provided solely for the purpose of indicating to you the likely overall cost of our services. In the event that the actual fees that are chargeable on a time and expertise basis exceed the estimate, we shall be entitled to recover from you our fees in full.

Fixed fees

On occasion we are able to provide fixed fee quotations for particular instructions or elements of work within a larger instruction. We expect to be paid the entire amount of the fixed fee regardless of the time or expertise required to complete the work once the work has commenced. If you terminate our instructions once the work has commenced for any reason we reserve the right to charge you for the full amount of the fixed fee. However, we will not seek to charge more than the fixed fee quotation if our time and expertise costs exceed the fixed fee provided that all the assumptions upon which the fixed fee was agreed have been met. If any assumptions have been broken we reserve the right to charge on a time incurred basis, absent a further agreement in writing with you. For work which is not specifically included in the scope of any fixed fee arrangement we reserve the right to charge for this work in addition to any fixed fee on a time spent basis on our prevailing standard hourly rates which can be obtained from the partner handling your file, unless otherwise agreed in writing with us.

Fee caps

In certain limited circumstances, we may agree to cap our fees at a particular level. In this event we will charge fees for time incurred up to, but not in excess of, the amount of the fee cap, provided all the assumptions upon which the fee cap was agreed have been met. If any assumptions have been broken we reserve the right to charge on a time incurred basis, absent a further agreement in writing with you. For work which is not specifically included in the scope of any fee cap we reserve the right to charge for this work in addition to any fee cap on a time spent basis on our prevailing standard hourly rates which can be obtained from the partner handling your file, unless otherwise agreed in writing with us. No fee cap will be implied into any estimate unless expressly provided for and agreed in writing.

Aborted or delayed transactions

Transactions may be aborted or delayed for a variety of reasons beyond our control. Our fees are not conditional upon a transaction or other matter happening or not happening. In these circumstances we will charge for work done up to the time the transaction aborts or is delayed for more than 3 months (at the sole determination of the partner handling your file), save for with respect to fixed fee work where the full amount of the fixed fee will be liable to be charged on receipt of an instruction to commence the work.

Disbursements

In instructing us you are authorising us to incur such external expenses as we consider necessary or reasonable and agreeing to reimburse us for such expenses. In relation to certain disbursements we also seek to recover part of the fixed costs associated with that type of disbursement (for example, we charge set fees for registry searches) and in the absence of agreement to the contrary will also add a charge calculated at 6% of our professional fees in respect of printing/photocopying costs and other general expenses not charged directly. However, we are not obliged to incur any fee, cost or expense on your behalf and we will have no liability to you in the event that we fail to pay for any fee, cost or expense unless we have agreed explicitly to pay such disbursement on your behalf and you have put us in cleared funds sufficient to cover the cost of such disbursement in full prior to it falling due.

Although we will ordinarily pay such disbursements directly and seek reimbursement in our invoice to you, for any significant third party disbursements (such as expert reports, external counsel's fees or significant payments of stamp duty) we reserve the right to pass such disbursements directly to you for payment.

Grossing-up

Our charges are net of any bank charges and withholding taxes and you should not assume that we are registered for tax in any country or state from which you may choose to make payment. If you are compelled to make any deductions from payments on account of such charges or taxes, you must gross up the payment so that we receive the amount stated on the face of any invoice which we issue.

Orders for costs

You agree to pay the full amount of our fees and disbursements in litigious matters irrespective of the outcome of any proceedings or any order for costs or any order on assessment which may be made. We should point out that even if you are successful in your litigation and you are entitled to the payment of your costs by another party (i) it is unlikely that you will recover the full amount which you have been billed by us, (ii) in some cases it is not possible to recover the amount awarded from a party against whom a costs order is made, and (iii) certain costs which form part of our fees and disbursements will not be recoverable including fees relating to work done by foreign qualified lawyers and paralegals. This does not limit or reduce your obligation to pay the full amount of our fees and disbursements.

VAT and/or GST

We will add to your invoice any value added tax, goods and services tax or similar tax that may be chargeable on all or any part of the services which we provide as part of our engagement or any disbursements or charges in relation to those services.

No deductions

In the event you are required to withhold or make any deductions in respect of any tax or similar levy, you will pay to us such additional amount as will ensure we receive the same total amount that would have been received if there were no such withholding or deduction.

Joint instructions

Where our client or other person responsible for payment of our fees in relation to a particular matter constitutes two or more persons, then each person shall be jointly and severally liable for the full amount of payment of our fees and disbursements.

13. Payment on account

We often require some or all of the fees we estimate as likely to be incurred on an instruction to be paid at the commencement of the instruction and held on account of our fees and any disbursements incurred for you in relation to that instruction.

Where we receive such payment on account, we will hold the money in a non-interest bearing account which is segregated from the Firm's money. As and when invoices are rendered for professional fees and disbursements, you authorise us to apply the sums held in such account on your behalf to immediately settle such invoice.

In the event that the fees and disbursements incurred for you in relation to that instruction exceed the sums paid on account, you will settle the balance immediately in cash in the ordinary course.

Where there are any sums left on account following the conclusion of an instruction, we will either repay the balance to the account from which it was transmitted or we will seek your permission to apply it to another instruction if appropriate.

14. Sums received as part of a transaction

We generally do not provide our client account for the purposes of holding sums payable to third parties, whether as part of a transaction on which we are advising, to facilitate an escrow account arrangement, a trust arrangement or otherwise. In the event that such services are required, specific arrangements and additional due diligence will be required to comply with our regulatory obligations.

15. Bank failures

We accept no liability for any sums held in a client account which are not readily available to us as a consequence of failure of any financial institution which is regulated and doing business in Jersey (a **Bank**), or any restriction by that Bank of access to deposits.

In the event of the failure of a Bank or similar event relating to insolvency or illiquidity of the Bank, our liability for sums held by us (whether money on account for fees or sums received by us as part of a transaction) which have been deposited with a Bank is limited to such sums as we can reasonably recover in the bankruptcy or reorganisation of the Bank.

16. Invoices

Although often for non-contentious matters we will usually submit an invoice at the completion of a transaction, unless we explicitly state otherwise, we reserve the right to submit invoices periodically (not more than monthly). Contentious matters will usually be billed monthly.

Invoices will be submitted by email only.

You agree to pay the full amount of our fees and disbursements due under our invoices following receipt. For the avoidance of doubt, this includes the fees relating to the work of lawyers, paralegals and support staff.

Payment is due upon receipt of the invoice.

If you wish to dispute any part of an invoice then you must do so within 14 days of receipt of the invoice after which time the invoice shall be treated for all purposes as agreed. Any notice of dispute must be in writing and must clearly set out the basis of your objection.

Where any invoice is not paid when due:

- a) **45 days.** Where any sums are not paid within 45 days of the date of an invoice, interest shall become payable on the invoice from the date on the face of the invoice at an annual rate of 8.5%. For any sums not paid within 45 days of the date of the invoice we reserve the right to rescind and forfeit any discounts or preferential fee arrangements which otherwise applied to the relevant invoice unless otherwise agreed in writing and invoice you for the balance or reinvoice at the full amount which otherwise would have been payable, and you agree to pay such amounts in full.
- b) **90 days.** Where any sums are not paid within 90 days of the date of an invoice we reserve the right to impose a late payment charge of £500 in relation to administration of the outstanding fees. In the event that it becomes necessary to engage collection agents, tracing agents, lawyers or other third parties to secure payment of any invoice which has been outstanding for over 90 days, you will be responsible for the payment of all such charges on an indemnity basis, which shall be added to the relevant invoice or separately invoiced to you. This includes time spent by any of our lawyers in relation to recovery of such amounts outstanding, on a time spent basis at our prevailing hourly rates. You agree we may provide any documents relating to you (including documents provided for compliance purposes) to such collection agents, lawyers or third parties to assist with recovery of outstanding amounts.
- c) **120 days.** You agree we may factor or assign debts which relate to invoices which are unpaid after 120 days.
- d) We reserve the right to stop or suspend working in relation to any matter where the relevant client has not paid any outstanding invoice(s). In the event that we do stop or suspend working on any matter on the basis of unpaid fees, we shall not be liable for any loss or damage which this may cause.

17. Practices

We will always seek to act in what we reasonably believe to be your best interests throughout the terms of our engagement. However we will not act in any way which is either illegal or unethical. In particular:

- a) we have strict anti-bribery and anti-corruption policies and procedures which apply worldwide;
- b) we will not engage in or facilitate any form of tax evasion, or unlawful avoidance of tax reporting requirements – please refer to our Global Tax Code of Conduct (<https://www.harneys.com/media/33xp3krl/g03-harneys-global-tax-code-of-conduct-nov-2024.pdf>);
- c) under no circumstances will we assist or facilitate any transaction or matter which either constitutes transferring, converting or concealing the proceeds of any crime or the financing of terrorism, or gives rise to a reasonable suspicion that it may do so;
- d) we will not engage in or facilitate any actions which are intended to directly or indirectly pervert the course of justice in any jurisdiction; and
- e) we will always treat any personal data we are provided with in a manner which respects the privacy of the underlying data subjects, using appropriate security systems to store and use your data, in the manner described in paragraph [20 \(Data protection\)](#) below.

18. Confidentiality

All information that you provide to us will be treated as confidential unless you advise us otherwise or the information is already in the public domain. Much of the information you provide to us will also be covered by legal professional privilege, although the rules relating to privilege vary by jurisdiction, and are determined by law.

We will take all commercially reasonable steps to maintain adequate safeguards to protect the confidentiality of any information relayed to us. We will not be liable for any loss of confidentiality caused by the actions of a third party which could not have been prevented by the operation of commercially reasonable safeguards.

Under the laws of Jersey we may in certain circumstances be permitted or compelled to disclose confidential information to regulatory or law enforcement authorities. In such cases we will not be liable for any disclosure which we reasonably believe to be in compliance with our legal obligations in Jersey.

At the completion of a matter we will retain relevant documents for at least the minimum periods prescribed required under applicable law. After the end of those periods we may dispose of the files without further reference to you.

Periodically we are asked to provide examples and brief details of important transactions and matters that we have been involved with to legal directories and other media. Where a transaction and the parties have already been publicly reported in the mainstream financial press or a court judgment has been issued in open court, we will assume that we are permitted to indicate that we were involved in the transaction or case unless we have been instructed that we may not do so.

19. Intellectual property rights

We will retain all copyright in any document prepared by us during the course of our instructions unless specifically agreed otherwise.

20. Data protection

We may obtain, use, process and disclose personal data about you in order to carry out our instructions and for other related purposes including updating and enhancing our client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, and in any case as further set out and explained in our Privacy Statement (<https://www.harneys.com/privacy-statement/>). This means, amongst others things, that we may transfer your personal data abroad if required to do so for the Permitted Purposes (as defined in the Privacy Statement).

We will comply with all relevant law and in particular, where applicable, with the provisions of the EU General Data Protection Regulation (Regulation 2016/679). Please refer to the provisions of our Privacy Statement for further information on how we collect personal data, how we use it, what rights and choices you have in relation to the personal data we hold and process and how you may contact us.

21. Miscellaneous

These terms and conditions shall govern the terms of our relationship from the time when we receive formal instructions from you to proceed with any matter. The obligations created hereunder shall continue after the completion of the matter or the termination of the relationship.

These terms and conditions may not be amended or varied orally or by course of conduct.

Any delay in enforcing any of these terms and conditions will not affect or restrict any of the rights and powers arising thereunder. We will only be taken to have released or waived any of our rights under these terms and conditions if we have done so in writing.

The scope of our engagement will be limited to a specific matter. It is our policy not to accept a general retainer to act for any party and we reserve the right not to accept instructions in respect of any matter, or to decline to continue to act further on any specific matter for any reason or for no reason. We shall not be obligated to provide reasons for declining instructions or declining to act further on any matter.

These terms and conditions are our standard terms and conditions of engagement, and as such may be amended from time to time by us.

If the Firm (a) merges or amalgamates with another firm, or (b) transfers all of its business to a new entity, then any engagement which we have with you shall not terminate as a result and the successor firm shall continue the engagement unless you otherwise instruct.

You may not assign any rights which you may have against the Firm or any of its partners or principals to any other person without our prior written consent.

If any of the provisions of these terms and conditions are found to be unenforceable for any reason in any jurisdiction, the remaining provisions shall not be affected.

Headings are for convenience only and shall not affect the interpretation or construction of these terms and conditions.

We cannot advise you with respect to these terms and conditions or with respect to any letter of engagement you have with us. It would constitute a professional conflict of interest if we were to do so. If you wish to receive such advice, you should consult independent legal advisors.

22. Applicable law and Dispute Resolution

The terms of this engagement are governed by the laws of Jersey.

Subject to paragraph 23 ([Arbitration and waiver of legal proceedings](#)) and any express provisions set out in any engagement letter between you and the Firm, any dispute or disagreement between you and the Firm shall be resolved exclusively by the courts of Jersey, and you submit to the jurisdiction of the courts of Jersey for such purposes.

Nothing in the paragraph above shall limit the Firm's ability to claim or take any proceedings against you in any jurisdiction for unpaid fees or disbursements.

23. Arbitration and waiver of legal proceedings

Any claim, dispute or controversy arising out of or in connection with our engagement may at the Firm's option be referred to and finally resolved by arbitration under the LCIA Rules.

- a) The number of arbitrators shall be one.
- b) The language to be used in the arbitration shall be English.
- c) Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

If you initiate a court action at the time the Firm chooses to submit the matter to arbitration, it is agreed that such court action will be discontinued forthwith.