

TERMS OF BUSINESS

1 Introduction and definitions

1.1 These terms of business should be read and construed in conjunction with the Engagement Letter and Privacy Policy which accompanies or refers to them. Where there is any inconsistency between these terms, the Privacy Policy and the Engagement Letter, the latter will prevail.

1.2 In these terms, the following words and phrases shall have the following meanings:

“Agreement” means the contract between the Client and Fortune Law, the terms which are recorded in these terms, the Privacy Policy and the Engagement Letter, together with any documents or other terms applicable to the Services to which specific reference is made in the Engagement Letter, the Privacy Policy or in these terms.

“Client” or **“you”** means the addressee of the Engagement Letter;

“Fortune Law” **“we”** or **“us”** means Fortune Law Ltd, whose principal place of business is Central Court, 25 Southampton Buildings, Chancery Lane, London WC2A 1AL;

“Engagement Letter” means the letter enclosing or referring to these terms and recording the engagement by you of Fortune Law for the purpose of delivering the Services;

“Services” means the services to be provided by Fortune Law in accordance with the Agreement.

2 Working together

2.1 To achieve your objectives, it is imperative that we work together as a team and that any changes in your objectives are communicated clearly to us. Such changes may require amendments to the scope of the Services as described in the Engagement Letter or amendments to the advice we give you and we will issue an appropriate amended engagement letter, letter of confirmation or written confirmation to record these changes. It is your responsibility however,

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to decide the use of the advice given by us and the extent to which you rely on and implement our advice and/or recommendations.

3 Conflicts of interest

- 3.1 Due to the nature of our business, we may act for parties engaged in a similar business to you. We are permitted to do this. If we are approached to advise another party or parties who are either in dispute with you or, alternatively, whose interests are opposed to yours through their material concern in matters to which the Services are related (“**a Conflict**”) you agree that we may act for such parties, provided that we will only act where a Conflict exists with your consent and the consent of the other party or parties involved.
- 3.2 Where either a Conflict exists or a party has engaged us to advise it before you have done so and subsequently circumstances change, we may consider that your interests are likely to be prejudiced and we may not be satisfied that the situation can be managed in a manner which safeguards the interests of each client. In that event, we reserve the right to terminate the Agreement with immediate effect, but we shall consult with you before we take such action.
- 3.3 You agree that only information known to those individuals having conduct of or working on the matter to which the Services are related shall be taken into account in determining the extent of our responsibilities to you. You also agree that our obligation to disclose information to you shall not extend to information learned outside the scope of our retainer with you. You agree that we will not be under any obligation to disclose to you or to use on your behalf any information in respect of which we owe a duty of confidentiality to a third party.

4 Complaints and suggestions

- 4.1 If you have a problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitors Regulation Authority, which also provides a complaints and redress scheme.
- 4.2 The Engagement Letter will set out who you should approach in the first instance if you have a complaint. We also encourage you to notify us

immediately about any aspects of our services that you may find unsatisfactory, or with any suggestions as to how we may improve our services.

5 Our services

5.1 Services and quality

The scope of the Services is described in the Engagement Letter (as amended or supplemented from time to time). We shall not be responsible for providing any service or advice outside the scope set out in the Engagement Letter unless it is agreed by you and us in writing. We will, as far as is practicable:

- 5.1.1 keep you regularly informed of progress and the timescale
- 5.1.2 communicate to you in plain English
- 5.1.3 explain the legal work which may be required
- 5.1.4 advise you regularly of the cost/risk benefit of pursuing a matter.

5.2 Financial Services and Markets Act

We are not authorised by the Financial Conduct Authority to carry on regulated activities within the meaning of the Financial Services and Markets Act 2000 but we are able to offer a limited range of investment services to you because we are members of the Law Society. We can provide these investment services if they are an incidental part of the Services we have been engaged to provide or where our activities are otherwise exempt from the requirement for authorisation under the Financial Services and Markets Act 2000.

5.3 Data protection

The General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) applies to the information we keep on you. In connection with delivering the Services, we will act as data controllers and will not be processing personal data on your behalf.

If you are a client who is also an individual, we will be processing personal data on you in connection with the carrying out of the Services, and you

consent to our doing so. We take appropriate technical and organisational measures which are designed to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

Our Privacy Policy outlines what personal data we may use, how we use and store that personal data and your rights under the GDPR as a data subject. If you have any questions about data protection or our Privacy Policy please contact Shainul Kassam at skassam@fortunelaw.com.

5.4 Hours of Business

Our normal hours of business are 9.00am – 6.00pm. We can however arrange to be contacted out of our normal hours of business on request.

6 Your obligations

- 6.1 To enable us to provide the Services to you, you agree to provide us with all relevant information, including details of any matter or fact which may have any bearing on our acting for you or our provision of the Services so that we can consider whether it is relevant to the conduct of the matter.

There are inherent risks involved in litigation generally. We are required to give you an assessment of any unusual level of risk that we foresee, and discuss with you as matters progress whether the likely outcome will justify the expense or risk involved.

It is of particular importance that:

- i) you provide us in a timely manner with all instructions, information and documents required for us to carry out the Services;
- ii) all information which you provide to us is true, accurate and not misleading (this is important as we will not verify the accuracy and completeness of the information which you supply to us unless we have agreed to do so in providing the Services); and
- iii) if there are changes to the information provided to us, you notify us immediately.

Accordingly, we shall not be responsible for any loss or damage arising from reliance on any information which has been obtained from you and which is inaccurate or incomplete.

You remain responsible for any commercial decision that you make, and in taking such decisions you should have regard to the restrictions on the scope of our work and to the large number of other factors, commercial and otherwise, which may affect any decision you take including information and/or advice obtained from other advisers or other sources.

7 Fees

7.1 Basis of fees

Our fees will be charged on the basis set out in the Engagement Letter or, if not so set out, on the basis of any other written or verbal agreement made between us. In cases where our charges are based on hourly rates, unless otherwise agreed, our rates are subject to review from time to time and we will keep you informed of any changes which are made.

All estimates of, or references to, fees and disbursements are exclusive of any taxes (such as value added tax) and will be subject to their addition, where applicable, at the prevailing rate.

7.2 Fee estimates

Any fee estimate given by us will be given in good faith and will, unless the Engagement Letter expressly provides otherwise, be an estimate and will not be contractually binding. It is our policy wherever it is practicable to do so, to notify you if the estimate set out in the Engagement Letter is likely to be exceeded.

7.3 Disbursements and expenses

In addition to our fees, we may incur disbursements and expenses from time to time. By way of example, disbursements include counsel's fees, Companies House fees, overseas legal fees, enquiry agent's fees, property search/enquiry fees, valuation fees, courier charges, recorded delivery and additional postage fees.

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Expenses we incur will also be charged to you (including, by way of example, travel expenses, scanning and photocopying charges (which are currently 20p per sheet)). Disbursements and/or expenses only bills will be billed when or any time after the disbursement and/or expense is incurred.

7.4 Recovery of costs

In contentious matters, there is likely to be an award of costs to the successful party. Even if you are successful in any legal action, the other party may not be ordered to pay all of your charges and expenses, or these may not be recovered from them in full. If the other party does not have money to pay, or is receiving Community Legal Service Funding, or your case is before an Employment Tribunal, you may not get back any of your charges and expenses even if you win. In any such case, you will continue to be responsible to pay our charges on the due date.

7.5 Other party's legal costs and expenses

In contentious matters, the court may order you to pay the other party's legal charges and expenses, if you lose the case. These sums would be payable in addition to our charges and expenses.

7.6 Insurance

You should consider whether our charges and expenses and your liability for another party's charges and expenses may be recovered by insurance. If you do not have already legal expense insurance (pre-paid) insurance, we would advise you to consider obtaining "after the event" legal expense insurance to cover you against the risk of losing your claims. We can provide you with details of available policies.

7.7 Conditional Fee or "No Win-No-Fee" Agreements

This is an agreement between a solicitor and a client whereby the solicitor agrees not to charge for his services unless the client's claim is successful. This firm does not undertake work on this basis.

7.8 Community legal service funding

This is now only available on a limited basis, based on eligibility and merit. This firm does not undertake this kind of work.

7.9 Billing

Unless otherwise stated in the Engagement Letter, our policy is to submit invoices on an interim or monthly basis. A description of the work charged for will be provided with each invoice.

All invoices will be in sterling, except where another currency is specifically agreed, and are, unless otherwise agreed, payable 14 days after the date of the invoice. Any query on an invoice should be raised within 7 days of delivery. If an invoice is not paid within 14 days of the due date, we reserve the right to charge interest from the date of the invoice at 8%. We also reserve the right (where permitted) to suspend or terminate the provision of the Services if any invoice is not paid within 30 days of the due date (although it is our policy not to do so without consulting you first).

You must pay us by cheque or telegraphic transfer. We will not accept cash in any circumstances.

8 Client monies

- 8.1 We may ask you, either at the outset of our work or as it progresses, to make a payment to us, either by way of retainer or on account of our fees or expenses or as a security deposit. We would hold this payment in a client account, separately from Fortune Law's own monies and credit it against our next invoice for the work concerned.
- 8.2 You will be entitled to any interest over £20 on any monies which are held by Fortune Law in accordance with the rules of the Law Society from time to time.
- 8.3 Monies deposited with Fortune Law on account of future fees and expenses (including accrued interest) will be available to us to transfer and use the same in payment of our invoiced fees and expenses.

9 Commissions

- 9.1 If we receive a commission from a third party (other than a solicitor) arising from work we are doing for you, we will credit you with that commission, unless you have agreed otherwise or if the amount is less than £10.

10 Confidentiality

10.1 Confidentiality

Fortune Law and its employees will (subject to clauses 10.2 and 12.1.2) treat all information which is provided to us by you or on your behalf for the purposes of providing the Services as strictly confidential and we will not use or disclose this information except for the purposes of providing the Services (which you acknowledge may require us to disclose information to third parties including your other advisers).

This obligation will not apply to any information which is in or comes into the public domain otherwise than as a result of a breach by us of these terms, nor does it apply to information which is already lawfully in our possession at the time it is communicated by you to us.

10.2 Disclosure

Notwithstanding clause 10.1 and in line with our Privacy Policy, Fortune Law and its employees will be entitled to disclose confidential or personal information relating to or belonging to you to:

- i) Our professional indemnity insurers in line with our current policy we hold with them;
- ii) Our auditors and any other professional advisers appointed by us from time to time;
- iii) Our assessors as part of our vetting procedures for the purposes of accreditations; and
- iii) Our assessors as part of our vetting procedures for the purposes of accreditations; and
- iv) Any other third party to the extent that law or regulation requires this including but not limited to our professional duty of disclosure under the Money Laundering Regulations. If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able inform you that a disclosure has been made or of the reasons for it because the law prohibits “tipping off”. Where the law

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permits us to do so, we will tell you about any potential money laundering problem and explain what action we may need to take.

10.3 Contractual obligations

Clauses 10.1 and 10.2 will continue in force beyond the termination or expiry of the Agreement.

11 Electronic Communication

11.1 Email

Unless you expressly instruct us otherwise, you agree that we may communicate with you by email sent without encryption over the Internet. You acknowledge that this may not be as secure as some other forms of communication. We shall not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of emails, including any attachments, nor shall we be responsible for the effect on any computer system (or any loss or damage arising from any such effect) of any emails, attachments or viruses which may be transmitted to you by this means (save to the extent that this is caused by our negligence or wilful default).

12 Retention and deposit of documents

12.1 It is our policy to archive files and documents for a period of six years after they have been closed by us. We will not destroy documents we agree to hold in safe custody.

12.2 Further information about how we store your personal data and documents that contain as such can be found in our Privacy Policy attached.

12.3 After completion of the Services, you agree that we shall be entitled to retain and use for our own internal development and management purposes copies of all files and documents created and received by us during the provision of the Services.

12.4 You agree that we shall be entitled to retain all files and documents created and received by us during the provision of the Services until our fees and disbursements are paid in full.

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13 Intellectual property rights

- 13.1 Unless otherwise specifically agreed in writing, we retain all copyright, database rights and other intellectual property rights in all works and other things developed, designed, generated or created by us in the course of us providing the Services to you (either before the commencement of or during or after the completion of the Services) including systems, methodologies, software, know-how, documents and working papers. For the avoidance of doubt, we also retain all copyright, database rights and other intellectual property rights in all reports, written advice, documents and all other materials provided by us to you.

14 Liability

14.1 Duty of care

We will use reasonable skill and care in the provision of the Services.

14.2 Current law

The Services are provided in accordance with:

14.2.1 our understanding of current professional practice and guidelines;
and

14.2.2 our interpretation of the law, court decisions and regulations as at the date on which the advice is provided.

It is possible that changes in the law and its interpretation may occur after our advice is given but before our advice is acted upon. We cannot accept responsibility for any changes in the law or its interpretation which occur subsequent to our advice being delivered to you and which could not reasonably be known by us at the time the advice is given.

14.3 Drafts

Any draft documents which we provide will not constitute our definitive opinion.

14.4 Exclusion and limitation of liability

The Services are provided to and for the benefit of you as our client, and you alone. Fortune Law accepts liability to you, and you alone. Neither Fortune Law nor any of its employees shall be liable to any other person as a result of you communicating our advice to them. You agree that you will not communicate our advice to any other person without our consent. You agree that you will indemnify us and each of our employees against any liability incurred in any action brought against us and/or any employee of Fortune Law as a result of you communicating our advice to any other person without our consent.

We recognise that, if you suffer loss as a result of any act or omission by Fortune Law or any of our employees, we may incur liability to you. Our liability to you arising from our deliberate fraud or reckless disregard of our professional obligations shall not be restricted by any provision in the Agreement nor shall anything in the Agreement exclude our liability to the extent prohibited by law or regulation in the case of a contentious business agreement. With those exceptions, our liability and that of our employees shall be subject to the following:

- 14.4.1 neither Fortune Law nor any of our employees shall be liable in any circumstances for any loss damage, cost or expense arising from any dishonest, deliberate or reckless misstatement, concealment or other conduct on the part of any other person;
- 14.4.2 neither Fortune Law nor any of our employees shall be liable for any indirect or consequential loss or damage suffered by you arising from or in connection with the Services;
- 14.4.3 the aggregate liability of Fortune Law and our employees in any circumstances whatsoever, whether in contract, tort, delict, statute or otherwise, and howsoever caused (including our negligence), for loss or damage arising from or in connection with the Services shall be limited to the sum specified in the Engagement Letter, or, if no sum is specified, a sum equal to the limit of our professional indemnity insurance at the time the claim is notified to us; and
- 14.4.4 without prejudice to the earlier provisions of this clause, you agree that Fortune Law alone will be responsible for the provision of the Services and that you will not bring any claim in respect of or in connection with the Services (whether in contract, tort, delict, under statute, or otherwise) against any employee of Fortune Law.

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14.5 Proportionality

Our liability to you in respect of breach of contract or breach of duty or fault or negligence, or otherwise whatsoever arising out of or in connection with the provision of the Services shall be limited to that proportion of the loss or damage (including interest and costs) suffered by you, which is ascribed to us by a Court of competent jurisdiction allocating proportionate responsibility to us having regard to the contribution to the loss and damage in question of any other person responsible and/or liable to you for such loss and damage (loss and damage having the same meaning as in the Civil Liability (Contribution) Act 1978). This provision shall have no application to any liability for death or personal injury, any other liability which cannot lawfully be excluded or limited or to liability arising as a result of fraud on our part.

For the purpose of assessing the contribution to the loss and damage in question of any other person pursuant to the preceding paragraph, it is agreed that no account should be taken of any limit imposed on the amount of liability of such person by any agreement made before the loss and damage in question occurred.

15 The time for bringing claims

15.1 Any claim for breach of contract, breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with this engagement shall be brought against us within six years of the act or omission alleged to have caused the loss in question.

16 Consumers

16.1.1 If you are acting in the capacity of a Consumer (as determined by the Consumer Contracts Regulations 2013), you have certain additional rights as set out in this section.

16.1.2 If you are a Consumer, you may cancel the Agreement at any time during the 14-day period after accepting the terms of the Agreement (“Cancellation Period”) without giving any reason. For ease, you may use the following wording and send it to us in writing or by email, but you are not obliged to use

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this exact wording and you may simply notify us of any such cancellation in writing.

Form of cancellation notice:

To: Fortune Law, Central Court, 25 Southampton Buildings, Chancery Lane, London WC1A 1AL or enquiries@fortunelaw.com

I/We [your name/s] hereby give notice that I/We cancel my/our Agreement with you for the provision of Services which were ordered by me/us on [date].

Name (s):

Address:

Date:

Signature (s):

17 Force Majeure

- 17.1 Subject to the section headed “Your obligations” above, neither we nor you shall be liable in any way for failure to perform, or delay in performing, our respective obligations under this engagement if the failure or delay is due to causes outside the reasonable control of the party who has failed to perform.

18 Severance of Terms

- 18.1 In the event that any of our terms of engagement are held to be invalid, the remainder of the terms will remain in full force and effect.

19 Termination

- 19.1 Fortune Law reserves the right to cease to act on your behalf if we in our absolute discretion consider this appropriate (for example, in circumstances where you are in breach of the terms of the Agreement or you are subject to insolvency proceedings). If we propose to exercise this right, we shall, so far as practicable, consult with you and provide reasons and also provide reasonable assistance in transferring the matter to another firm subject to our right to claim a lien over deeds, documents, monies and other items held for you until our fees and disbursements have been paid in full (which will be applicable whether we or you terminate the Agreement). We will charge you for all work completed up to the date of termination of the Services on a pro-rata basis and any costs incurred by us in concluding or transferring the matter.

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- 19.2 You are entitled to terminate the Agreement with immediate effect by giving us written notice. If you terminate the Agreement you will pay us for all work completed up to the date of termination of the Services on a pro-rata basis and any costs incurred by us in concluding or transferring the matter even if only part of the Services have been provided.
- 19.3 The termination of the Agreement will be without prejudice to our respective rights and obligations existing at the date of termination.
- 19.4 On conclusion of the Agreement any monies due to you will be paid by us by cheque or telegraphic transfer. In no circumstances will any monies due to you be paid in cash or to a third party.

20 General

20.1 Applicable law and jurisdiction

The Agreement will be governed by and interpreted in accordance with English Law and you irrevocably agree that the English courts shall have exclusive jurisdiction over any dispute which may arise out of or in connection with the Agreement.

20.2 Subcontracting

In appropriate circumstances, Fortune Law will use third parties to assist us in providing any part of the Services. Any reference to our employees in the Agreement includes these third parties. You should be aware that this entails a potential risk in preserving confidentiality and you should notify us if you object to this practice.

20.3 Waiver

Any delays in enforcing the terms or conditions of the Agreement will not affect or restrict any of the rights and powers arising under the Agreement. Either party will only be taken to have released its rights under the Agreement if it has confirmed such release in writing to the other.

20.4 Third party rights

A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of the Agreement.

20.5 Notices

Any notice or other communication to be given under the Agreement shall be given in writing and delivered by pre-paid first-class post (or pre-paid overseas equivalent) to, or by hand at, our respective addresses appearing in the Engagement Letter (or such other address as may have been notified in writing). Notices shall be deemed to be given in the case of delivery personally on delivery and in the case of posting (in the absence of earlier receipt) 48 hours after posting (six days if sent by overseas first-class post equivalent).

20.6 Entire Agreement

The Agreement constitutes the entire agreement between Fortune Law and you with respect to the Services.

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