

TERMS OF BUSINESS – FS REG LIMITED (“FSREG”)

1 October 2022

1. INTRODUCTION

- 1.1. These terms of business govern the provision by FSREG of legal, tax, regulatory, business consulting and other services to a client. Each client of FSREG shall be deemed to accept these terms of business by instructing, or continuing to instruct, FSREG in relation to any matter. Once agreed, these terms of business shall govern the provision of any services by FSREG to the client from time to time including those that go beyond our initial engagement unless otherwise specifically agreed in writing.
- 1.2. FSREG is a trading name of FS REG Limited, a private limited company registered in England, company number 05666284, having its registered office at 13 Claremont Heights, 70 Pentonville Road, London N1 9PR, United Kingdom, VAT registration number GB278389735.
- 1.3. FSREG is not authorised by the Solicitors Regulation Authority (SRA). Accordingly:
 - 1.3.1. FSREG is unable to carry on reserved legal activities (such as the conduct of litigation or conveyancing) and the work carried on by FSREG is not regulated by the SRA;
 - 1.3.2. clients of FSREG do not have a right to apply for a grant to be made out of the Solicitors' Compensation Fund;
 - 1.3.3. FSREG is not required to hold professional indemnity insurance that complies with the SRA's minimum terms and conditions;
 - 1.3.4. the advice provided by FSREG may not be covered by legal professional privilege; and
 - 1.3.5. the protections in the SRA Accounts Rules in relation to client money do not apply to FSREG.

Notwithstanding the above, any FSREG member of staff who is a Solicitor holding a current practising certificate granted by the SRA will provide any legal services on behalf of FSREG in their capacity as a practising Solicitor and be subject to the SRA Code of Conduct for Solicitors and the jurisdiction of the Legal Ombudsman.

Additional regulatory information regarding the provision of legal services by FSREG is set out at clause 15.

- 1.4. FSREG is not authorised to, and shall not, provide to a client any service that constitutes a regulated activity under the Financial Services and Markets Act 2000 unless an exemption applies.
- 1.5. Unless otherwise specifically agreed in writing, FSREG shall not provide to a client any tax, accounting, environmental, investment, commercial or financial advice and shall not advise on the laws or regulations of any jurisdiction other than England.

2. DURATION

- 2.1. Either FSREG or the client shall be entitled to terminate the engagement of FSREG at any time by giving written notice to the other.
- 2.2. A client who terminates the engagement of FSREG shall promptly pay any fees accrued, and expenses incurred, by FSREG prior to the date of termination.

- 2.3. FSREG shall promptly advise a client if it becomes unable for any reason to provide, or continue to provide, any service that it has agreed to provide to the client.
- 2.4. Provided such notice has been given, FSREG shall not be liable for any losses, liabilities, claims, costs, damages or expenses suffered or incurred by the client as a result of FSREG ceasing to act for it.
- 2.5. Unless otherwise specifically agreed in writing, any deadline or timescale provided by FSREG for the completion of any work shall be only indicative and FSREG shall not be liable for any failure to meet such deadline or timescale unless the delay is due to the gross negligence, wilful default or fraud of FSREG.

3. FEES AND EXPENSES

- 3.1. A client shall pay promptly to FSREG any fees accrued, and expenses incurred, by FSREG in relation to the provision of its services to the client.
- 3.2. Any fee estimate provided by FSREG to a client shall not constitute a fixed price, cap or quotation unless otherwise specifically agreed in writing.
- 3.3. The fees of, and any fee estimate provided by, FSREG shall be exclusive of VAT and expenses, which shall be payable by the client in addition if applicable.
- 3.4. A client shall pay any invoice received from FSREG within 30 days of receipt unless otherwise agreed in writing.
- 3.5. Unless otherwise agreed in writing, the fees of FSREG shall be determined based on the following hourly rates (plus VAT): (i) Managing Director: £500 per hour; (ii) Director: £400 per hour; (iii) Senior Associate: £350 per hour; (iv) Associate: £250 per hour; (v) Trainee or Paralegal: £100 per hour.
- 3.6. At the beginning of each engagement, FSREG will provide to the client the name and title of the FSREG staff member who will be working on the relevant matter and, if requested, an estimate of the likely fees payable by the client in respect of such matter.

4. INTELLECTUAL PROPERTY

- 4.1. FSREG shall be the sole owner of any intellectual property rights arising from or in connection with the provision of its services to a client, including any copyright relating to any document prepared by FSREG for the client.
- 4.2. Without limiting the generality of the foregoing, FSREG shall be entitled to use any such document in its discretion, including for training purposes or as the basis for providing services to other clients or producing templates or other publishing products, provided such use does not constitute a breach of any confidentiality obligation owed by FSREG to the client. FSREG shall not be accountable to the client for any benefit received by FSREG pursuant to such use.

5. CLIENT DUE DILIGENCE

- 5.1. A client shall provide promptly to FSREG any information and documentation FSREG may reasonably require from time to time to complete or update its client due diligence in relation to the client.
- 5.2. A client shall notify FSREG promptly in writing if any information provided by it to FSREG has changed in any material respect and provide promptly any relevant updated information.

6. LIABILITY

- 6.1. To the fullest extent permitted by law, FSREG shall not be liable, whether in contract, tort or otherwise (including for breach of any contractual term, duty of care, fiduciary or statutory duty or the provision of negligent advice), for any losses, liabilities, claims, costs, damages and expenses suffered or incurred by a client arising out of or in connection with the provision by FSREG of its services to the client, or any failure by FSREG to provide its services to the client, unless such losses, liabilities, etc. arise solely and directly from the gross negligence, wilful default or fraud of FSREG.
- 6.2. The liability of FSREG for any such losses, liabilities, etc. shall not exceed in any case an aggregate amount equal to the lower of:
 - 6.2.1. 3 times the fees (if any) (net of any VAT and outlays) received by FSREG from the client in respect of the relevant item of work; and
 - 6.2.2. £500,000.
- 6.3. FSREG shall not be liable in respect of any claim, whether in contract, tort or otherwise (including for breach of any contractual term, duty of care, fiduciary or statutory duty or the provision of negligent advice), arising out of or in connection with the provision by FSREG of its services to the client, or any failure by FSREG to provide its services to the client, unless legal proceedings in respect of that claim have been issued and served on FSREG within 3 years from the date on which FSREG provided, or failed to provide, the relevant services.
- 6.4. A client shall:
 - 6.4.1. without limiting the provisions of clause 6.6 below, indemnify fully on demand FSREG and each of its directors, employees, consultants and agents for any losses, liabilities, claims (including any third party claims), costs, damages and expenses suffered or incurred by any of them arising out of or in connection with the provision by FSREG of its services to the client unless such losses, liabilities, etc. arise solely and directly from the negligence, wilful default or fraud of FSREG; and
 - 6.4.2. not bring any claim whatsoever, whether in tort, contract or otherwise (including for breach of any contractual term, duty of care, fiduciary or statutory duty or for the provision of negligent advice), arising out of or in connection with the provision by FSREG of its services to the client, or any failure by FSREG to provide its services to the client, personally against any director, employee, consultant or agent of FSREG, even if the claim arises from the actions, omissions or negligence of, or breach of any contractual term, duty of care, fiduciary or statutory duty by, that director, employee, consultant or agent.
- 6.5. Under no circumstances shall FSREG be liable under contract, tort or otherwise (including for breach of any contractual term, duty of care, fiduciary or statutory duty or the provision of negligent advice):
 - 6.5.1. for any indirect, special or consequential losses suffered by a client;
 - 6.5.2. for any losses, liabilities, claims, costs, damages or expenses suffered or incurred by a client that would not have been suffered or incurred had the client acted diligently or which the client failed to avoid or mitigate acting reasonably;
 - 6.5.3. to any person other than the client of FSREG as designated by FSREG at the time of its engagement; or
 - 6.5.4. in respect of any action or omission that FSREG considered it was necessary or desirable for FSREG or any of its directors, employees, consultants or

agents to take in order to comply with any applicable laws, rules or regulations (including any SRA rules).

- 6.6. A client of FSREG shall ensure that no other person relies on any advice or services provided by FSREG to the client or brings against FSREG or any of its directors, employees, consultants and agents any claim whatsoever, whether in tort, contract or otherwise (including for breach of any contractual term, duty of care, fiduciary or statutory duty or the provision of negligent advice), arising out of or in connection with any such advice or services. The client shall indemnify fully on demand FSREG and each of its directors, employees, consultants and agents in respect of any such claims.
- 6.7. Any director, employee, consultant or agent of FSREG shall be entitled to rely on and enforce against any client of FSREG the provisions of this clause 6 (including without limitation the provisions of clauses 6.4 and 6.6 above) as if such director, employee, consultant or agent were a party to these terms of business.

7. PRIVACY AND DATA SECURITY

- 7.1. FSREG is committed to protecting the privacy of individuals whose data we process and to complying with our obligations under any applicable data protection and privacy laws including the UK version of the General Data Protection Regulation (Regulation 2016/679).
- 7.2. The privacy policy available on our website (www.fsreg.com/legal) provides information on how FSREG processes personal data which we collect about clients, non-client business contacts, contractors and service providers, job applicants and visitors to our website.
- 7.3. Each client of FSREG consents to the processing by FSREG of any personal data relating to the client and any directors, partners, officers, employees, consultants and agents of the client in accordance with our privacy policy as amended from time to time.
- 7.4. Each client or prospective client of FSREG also consents to the disclosure by FSREG, on a confidential basis for conflict check or client due diligence purposes, of any personal data or other information relating to the client or any person associated with the client to any law firm with whom FSREG is associated from time to time.
- 7.5. FSREG adopts such technical and organisational measures to protect the security of any client data as it considers to be reasonable having regard to its own circumstances, the circumstances of its client and the nature of the client data. FSREG shall not be liable to a client or any other person for any losses, liabilities, claims, costs, damages and expenses suffered or incurred by the client or any other person arising out of or in connection with any unauthorised or unlawful access or processing of any client data or accidental loss, destruction or damage of any client data that has taken place notwithstanding the adoption by FSREG of such measures, including without limitation any losses, liabilities, etc. resulting from any cyber-attack or criminal act.

8. COMPLAINTS

- 8.1. If a client of FSREG wishes to complain about our services or charges, they can do so by emailing our Managing Director, Giuseppe Giusti, at contact@fsreg.com. FSREG deals with all complaints fairly and aims to resolve any complaint within 8 weeks of receiving it.
- 8.2. Please see clause 15 for additional information about submitting complaints in relation to the conduct of, or legal services provided by, a practising Solicitor working for FSREG.

9. VARIATION

- 9.1. FSREG shall be entitled to vary or supplement these terms of business at any time by uploading on its website an updated version of these terms of business.
- 9.2. The updated terms of business shall apply to each client of FSREG with effect from the date on which they have been notified to the client in writing.

10. ASSIGNMENT

- 10.1. A client shall not be entitled to assign or transfer to any person any of its rights, claims, benefits or obligations arising under or in connection with these terms of business without the prior written consent of FSREG.

11. SEVERANCE

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

12. THIRD PARTY RIGHTS

- 12.1. Unless these terms of business expressly state otherwise (see, for example, clause 6.7 above), no person other than FSREG and the designated client of FSREG shall be entitled to enforce any provision of these terms of business.

13. GOVERNING LAW

- 13.1. These terms of business shall be governed by English law.
- 13.2. The courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms of business.

14. FSREG AFFILIATES

- 14.1. There may be circumstances where services are provided to a client not by FS REG Limited but by another person or entity (each, an “**FSREG Affiliate**”) which may or may not be under common ownership or control with FS REG Limited even though it trades under the FSREG brand. Where that is the case, this will be made clear to the client at the time of the engagement.
- 14.2. Where services are provided to a client by an FSREG Affiliate, these terms of business shall apply to the provision of such services as if any reference to FSREG was a reference not to FS REG Limited but to the FSREG Affiliate that is providing such services.
- 14.3. FS REG Limited shall not be liable for any act or omission of any FSREG Affiliate or any losses, damages, liabilities, etc. caused to a client or any other person by any FSREG Affiliate, including as a result of any negligent advice provided by that FSREG Affiliate.
- 14.4. Unless otherwise specifically agreed in writing, a client of any FSREG Affiliate shall not be a client of FS REG Limited.

15. ADDITIONAL REGULATORY INFORMATION

- 15.1. The following information is relevant to clients that receive legal services from FSREG.
- 15.2. Unless otherwise advised and without prejudice to clause 6.4.2 above, any legal services that FSREG has agreed to provide to a client will be provided on behalf of FSREG by our Managing Director, Giuseppe Giusti, who is a practising Solicitor (SRA ID: 398719) and subject to the SRA Code of Conduct for Solicitors and the jurisdiction of the Legal Ombudsman.
- 15.3. FSREG is not required to hold professional indemnity insurance that complies with the SRA's minimum terms and conditions which, in summary, require SRA authorised law firms to hold insurance providing cover of at least £3 million for any one claim and not to limit their liability to clients to an amount that is lower than such amount. FSREG does not hold professional indemnity insurance from an insurer but self-insures its liabilities by holding within its business at least £100,000 in liquid assets at any given time. The liability of FSREG to its clients is subject to the financial cap set out in clause 6.2 above.
- 15.4. Clients of FSREG do not have a right to apply for a grant to be made out of the Solicitors' Compensation Fund, which is a discretionary fund of last resort for making grants to persons whose money has been stolen, or has not been accounted for, as a result of the acts or omissions of Solicitors, and to relieve losses for which SRA-authorised firms should have had, but did not have, insurance. Please note that, in any case, the Solicitors' Compensation Fund is not available to clients that are businesses having a turnover of £2m or more per year.
- 15.5. If you have a complaint relating to legal services provided by a practising Solicitor working for FSREG that has not been resolved to your satisfaction within 8 weeks following the filing of the complaint with FSREG, you have the right to take your complaint to the Legal Ombudsman. Additional information about the Legal Ombudsman, including full details of how to contact it, can be provided on request and are available at <https://www.legalombudsman.org.uk>.
- 15.6. Complaints against the conduct of Solicitors working for FSREG can also be brought to the Solicitors Regulation Authority (SRA). Full details of how to contact the SRA are available at <https://www.sra.org.uk>.