

Woodford Equity Income Fund

Letter of Engagement

Welcome to Slater and Gordon.

Thank you for your instructions to act on your behalf

This letter, together with the Conditional Fee Agreement (**CFA**), Litigation Management Agreement, Terms of Business and Privacy Notice, sets out the basis on which we propose to work with you and forms the legal basis of our agreement with you. It is important that you read these documents carefully and ask us if you are unsure about anything or have any questions.

The documents provided as part of this pack explain in detail the basis of the contractual relationship you are entering into.

As a retained client, you will not have to pay anything if your claim is not successful. On the same basis, if your claim is successful, you will pay a maximum of 30% from your overall damages, excluding VAT and costs associated with ATE.

1. People Responsible for Your Matter

The fee earner will be Brad Pistorius and they will manage your matter on a day to day basis. Senior Associate (Foreign Qualified) and in terms of Hourly charging rates they are a Grade A Fee earner.

The supervisor of your matter is Gareth Pope who is a The Head of Collective Actions and in terms of Hourly charging rates they are a Grade A Fee earner. This supervision helps ensure the quality of our service to you. Other members of my group may also work on your matter if appropriate and if it is efficient or necessary to do so. If the work requires us to involve other specialists within the firm we will introduce you to them.

Work may also be undertaken by a Costs Project Manager, in relation to the preparation and updating of the costs estimate for this matter.

Please use the following details to contact us in respect of your Claim:

Phone: 0330 107 5065 (Switchboard)

Email: Admissions.HL@slatergordon.co.uk

2. Your Instructions

You have instructed us to carry out the work as detailed in the "Scope of this agreement" section of your CFA.

3. Our Advice

Your claim appears to be a claim with merit that is both likely to succeed and potentially capable of becoming part of a group action (if appropriate).

You have been provided with a document entitled “Your Claim: Woodford Equity Income Fund - Initial Advice” that sets out key information in relation to your claim.

4. Funding Your Matter: How your contract works

It is important that you have the best information possible about our professional charges and the expenses that you are likely to incur. This information will be updated as the work progresses and I will be happy to provide you with any additional information you request in relation to these charges and expenses.

The following paragraphs will explain how our charges operate in respect of the work that we are going to do for you. You are legally liable for all these costs but those costs will (in the main) be paid by the Defendant if the Claim is successful and (if the claim is lost) either not payable by you or covered by your insurance policy or litigation funding. This means that if the claim is unsuccessful you will not be out of pocket provided you have kept to your responsibilities.

The Conditional Fee Agreement Contract provides the detail of the arrangement you have with us (including any limits on any costs payable out of damages in winning cases).

4.1 Professional Charges

Our professional charges are calculated by reference to the amount of time spent dealing with your matter. This includes, but is not limited to, advising, attending upon you and others, dealing with papers, correspondence and telephone calls, travelling and waiting time. We operate a firm wide computerised time recording system to help ensure accuracy. Each individual working on your matter has an hourly charging rate and our charges are calculated in accordance with the time spent by the individual at their respective hourly rate. The hourly rates are based on the level of experience of the individual dealing with the matter and are exclusive of VAT which will be added unless you are exempt from payment of VAT.

4.2 Disbursements and Expenses for Your Matter

In addition to our professional charges, you will be responsible for any disbursements (expenses) we incur on your behalf as part of your matter. I will of course consult you (or the Claimant Committee as appropriate) before incurring any substantial disbursement, and in particular before instructing any barrister on your behalf..

Our bill will therefore comprise three elements:

- i. Our professional charges;
- ii. Any disbursements incurred; and
- iii. VAT on professional charges and disbursements at the appropriate rate.

4.3 Costs Estimates

When we are able to do so we will do our best to estimate the likely charges to be incurred (please see the Initial Advice document for your initial estimate). It is often difficult to estimate how many hours' work will be required to complete the matter and it is difficult to give an estimate of overall charges as so many variables can affect the course of a matter that are not anticipated from the outset. Therefore, at any point, providing an estimate for a particular stage of your matter may be more accurate than providing an estimate for the whole of the matter.

If your matter is straightforward, then the final professional charges may be lower than any estimate. Conversely, if it is unexpectedly complex, requires urgent action, work outside normal office hours or additional expertise or specialist knowledge, charges are likely to increase. Developments as your matter progresses may necessitate more, or fewer, disbursements which will also affect the cost of your matter. If at any point we foresee that costs will be substantially higher than estimated, we will let you know as soon as possible.

We will keep any estimate updated and will inform you if any unforeseen additional work becomes necessary and before any additional expenses are incurred.

Should you wish to know at any time what charges and expenses have been incurred to date, please let me know.

You will appreciate that it is almost always the most commercially sensible option to explore a resolution of any dispute without recourse to the court if at all possible. We would normally advise you (or any Claimant Committee as appropriate) to explore alternative dispute resolution procedures, such as mediation, either before proceedings are commenced or during any litigation.

4.4 Recovering Costs in Litigation

In a civil Court action, once proceedings have been served on the other party, you are potentially liable to pay their charges and disbursements (as well as your own) if you subsequently lose or discontinue the action (however please see "Insurance" below).

Even if you are successful in a Court action, the Defendant(s) may not be ordered to pay all your charges and disbursements. This is because the Court may assess your costs and decide that it is not reasonable for the Defendant to pay them all (if, for example, if you pursued an issue that the Court decided was unnecessary).

If this happens, you are legally responsible for the balance of our charges and disbursements. In other words, if there is a shortfall between the charges and disbursements you have incurred with us and the charges and disbursements you recover from the other party in a successful matter, you will be responsible for paying that shortfall. However, the normal position in successful cases is that apart from the costs we are able to recover from the Defendant(s), the amount that you will be charged in respect of Our Costs, excluding any applicable ATE premium(s) and VAT, will not exceed 30% of your overall damages.

Please note that if the other party is legally aided, you may not get back any of your costs even if your matter is successful.

If you are successful and the Court orders the Defendant(s) to pay some or all of your charges and disbursements, interest on them can be claimed from the Defendant(s) from the date of the Court order. We will account to you for such interest to the extent that you have paid our charges or disbursements on account, but we are entitled to the rest of that interest.

You will also be responsible for paying the charges and disbursements of seeking to recover any costs and disbursements that the Court orders the other party to pay.

In some circumstances, the Court may order you to pay the other party's charges and disbursements, for example, if you lose or decide to discontinue. Any such costs would be payable in addition to our charges and disbursements payable in the circumstances. We will discuss with you (or any Claimant Committee as appropriate) whether it would be advisable for

you (or the claimants as a whole) to have insurance to protect you against the risk of having to pay the other party's costs and/or our costs in unsuccessful claims.

4.5 The Funding Arrangement for Your Matter

We will enter into a Conditional Fee Agreement (**CFA**), sometimes referred to as a 'No Win, No Fee' agreement with you.

How Does a CFA Work?

A CFA ensures that the charges a client is liable to pay are dependent on the outcome of the matter. Please see the CFA document itself for the specific details applicable to you.

Success Fee

In return for taking the risk of not being paid their full fees, the solicitor may charge a success fee in addition to his usual costs. The amount of the success fee is calculated as a percentage of the solicitor's charges.

Liability for Costs

Provided you meet your obligations under the CFA and our Terms of Business (e.g. giving full cooperation and honest instructions) the following will apply:

- a) If a matter is successful, you are responsible for the Basic Charges, Disbursements (including counsel's fees), any Success Fee and any Litigation Funding fee. However, there will normally be an order or agreement that the Defendant(s) is liable to pay your reasonable costs. Any shortfall in recovery from the Defendant(s) or any applicable costs payable to the Defendant(s), must be paid by you.
- b) However, in successful group claims (where there is a Claimant Committee acting on your behalf) the costs that you will be charged in respect of these costs (excluding any applicable ATE premium(s) and VAT or costs payable to the Defendant(s)) will never exceed an amount equivalent to 30% of your compensation.**
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- c) If a matter is unsuccessful, whilst you will not be liable for your own solicitor's charges, you will be liable to pay disbursements such as Court fees, expert's fees or travel expenses. In addition, you will ordinarily be liable for the costs of the other party. However, you will not be charged for these as Litigation Funding is secured on your behalf.

Insurance

We may be able to take out Litigation Funding (see the CFA for further details) and/or insurance to cover your liability for your expenses/disbursements and the other party's legal costs. Any Insurance is known as 'after the event' (**ATE**) insurance. We will not proceed with your Claim unless we are able to secure Litigation Funding and/or insurance.

Various companies offer ATE for matters such as this. It is not our responsibility to search the market for the best offering or cheapest premium. Please see the CFA (and other relevant documents) for any specific details in respect of any potential Insurance policy we recommend for your Claim.

Counsel

If it becomes necessary to instruct a specialist barrister to advise on the matter, we will ensure that either

- their costs are covered by the Funding of your claim; or
- the barrister is instructed on a No Win No Fee Basis.

Group Litigation

The Litigation Management Agreement (LMA) is a separate document that you must agree to for Slater and Gordon to be able to act for you. The LMA provides the detail of certain procedures and how your claim will be affected if it becomes part of a group action including:

- the effect on your costs
- the appointment of a Claimant Committee.

Other Funding Options

The funding for your matter is set out above. However, there may be other options available to you.

If you have household or other insurance policies that include cover for legal expenses, or if you belong to a staff association or trade union that may cover members' expenses or provide legal assistance.

IMPORTANT NOTE ON FUNDING OPTIONS

Please note that Slater and Gordon do not offer to provide legal services for this type of claim via any funding method other than a Conditional Fee Agreement supported by ATE.

Slater and Gordon will not be able to act for you should you either:

- Wish to fund a claim by relying on any existing insurance or Trade Union or Membership service; or
- Not wish to purchase an ATE insurance policy

In the event of the above, if we are not yet acting for you we will not be able to accept your instructions and you will need to obtain alternative legal representation. If we have been acting for you at the point you inform us you do not wish to continue with a CFA and ATE, your contract will come to an end and we will charge you for our services up to that point in accordance with the Conditional Fee Agreement.

5. Service Commitment

We know that engaging with the legal system can be daunting and we strive to make the process as easy for you as possible. We aim to provide you with the best possible service at all times and we will:

- Always act in your best interests;
- Explain to you the benefits and risks associated with your matter and the costs;
- Regularly inform you of how your matter is progressing and of any change in circumstances; and

- Give you our best advice.

Your feedback is important to making sure we maintain those standards. If at any point are dissatisfied with how your matter is being handled, please let me know. Please contact me to discuss and if necessary my supervisor will review your concerns and discuss them with you. Alternatively, if you would prefer to discuss the matter with someone other than my supervisor you can contact Client Services:

- By phone on 0800 740 8596;
- By email at clientservices@slatergordon.co.uk; or
- By post at: Client Care, Dempster Building, Atlantic Way, Liverpool, L3 4UU.

A copy of our full complaints procedure is available on our website www.slatergordon.co.uk and can be provided upon request.

In the unfortunate event that we are not able to resolve your concerns you may wish to contact the Legal Ombudsman. Full contact details and relevant time frames are included in our enclosed Terms of Business and on our website. If your complaint is about your bill you may also have the right to apply to the Court for an assessment.

We are always seeking to improve the service we offer our clients and I will provide you with our client satisfaction survey at the end of your matter.

6. What You Need to Do

Please read all the supplied documents fully before agreeing to the contract.

Please let me know if you change your address or telephone number.

7. What We Will Do

Once you have agreed the contract we will start work on your file as per your instructions.

Thank you again for your instructions. Please do not hesitate to telephone me if you have any questions or wish to arrange an appointment for me to contact you at a mutually convenient time.

I look forward to acting on your behalf.

Yours sincerely

Slater and Gordon

Enclosures:

1. Your Claim: Initial Advice - Woodford Equity Income Fund Claims
2. Woodford Equity Income Fund Conditional Fee Agreement and Notice of Right to Cancel
3. Litigation Management Agreement - Woodford Equity Income Fund
4. How it works: Complaints Information
5. Terms of Business
6. Slater and Gordon Insurance Services: Statement of Demands and Needs
7. Privacy Notice (attached or available via the Micase Portal)

Your Claim: Initial Advice - Woodford Equity Income Fund Claims



Slater and Gordon is one of the country's leading law firms with an international reputation of excellence and a team of committed, enthusiastic, highly skilled and knowledgeable lawyers who have been involved in some of the UK's most important and ground-breaking cases.

We have built our reputation by always acting in our clients' best interests and giving people easy access to world-class legal services. We ensure that they have access to the best legal advice available, dealt with by our teams of experts, to help minimise the burden of dealing with practical issues which can arise.

It is our aim to ensure that you get the justice you deserve together with peace

The claim

Your claim potentially belongs to a group legal action on behalf of investors who have suffered losses as a result of investing in the Woodford Equity Income Fund ("WEIF").

Investors may have a claim under section 138D of the Financial Services and Markets Act 2000 ("the FSMA") against Link Fund Solutions Ltd (as the authorised corporate director of the WEIF) and and/or Northern Trust Ltd ("Northern Trust") (as the depository of the WEIF) for breaches of the FCA Handbook Rules.

In addition, investors who invested in the WEIF via the Hargreaves Lansdown investor platform may also have a claim against Hargreaves Lansdown based on implied representations for including the WEIF in the Hargreaves Lansdown "Best Buy" lists and under section 138D of the FSMA for breaches of the FCA Handbook for misleading communications.

What is Group Litigation

In many cases we act for groups of clients pursuing claims of a similar nature. Where this is so, it may be necessary for arrangements to be made between clients to share liability for legal costs. Your claim may be such a claim. This brings with it a number of advantages for the claimants, including cost savings and a stronger position from which to conduct negotiations with the Defendants.

Where we act for such a group of clients, and your claim is of a similar nature, you may be added to the group once we determine that your claim has prospects of success of at least 50%.

In addition we are aware of several other firms which represent (or which may in the future represent) other claimants. We envisage we will apply to the court for a Group Litigation Order 'GLO' (a method of case

management which accounts for several differently represented parties bringing similar claims against the same defendant) and we may ask the Court to make Slater and Gordon 'Lead Solicitors' for the purposes of the GLO. If the Court appoints us Lead Solicitors, we will be responsible for the procedural elements of the claim and will conduct all correspondence with the Court on behalf of the claimants. In any event, you should be aware that other interested parties are an element of the case's dynamic, and that where possible we will try to work collaboratively with firms representing them in your best interests.

Generally speaking the costs of the Group Claim are shared equally amongst all successful claimants (unless a cost is specific to an individual client or group of clients).

The detail of how your costs will be affected by your participation in the group claim is set out in the Litigation Management Agreement (LMA)

It may be necessary to make costs sharing arrangements which differ from those provided for in the LMA, for example because the court makes orders about costs sharing which have different provisions, or because certain claims are nominated as lead or test cases, or because this is necessary in order to obtain a suitable Insurance Policy. If this is so:

- i. the Claimant Committee/ Slater and Gordon will need to make reasonable alternative costs sharing arrangements on your behalf and
- ii. those arrangements would prevail over the terms of any prior Agreement.

Where you are part of a group of litigants, any liability to pay the costs of an opponent will, in default of agreement be determined by the court. Often, the costs of a successful opponent in group litigation will be a liability of the unsuccessful claimants

in equal shares, but the court has wide powers to make different provisions.

You should be aware that your name and address will appear on a claim form and will be a matter of public record. If the case goes to trial, any member of the public will be entitled to attend court to watch the case being heard.

Eligibility to participate in the group action

You will only be eligible to participate in the group action if:

- You invested in the WEIF; and
- You suffered a capital loss on your investment as a result of the manner in which the WEIF was run, managed and/or administered.
- The claim is made within the time limit set by the law (otherwise the right to claim is likely to be lost).

In regard to a claim against Hargreaves Lansdown, in addition to the above, you will need to establish that you relied on Hargreaves Lansdown's Best Buy lists when choosing to invest in the WEIF.

Your Involvement in the group claim: the Litigation Management Agreement (LMA)

A condition of Slater and Gordon being able to represent you in respect of the claim (as part of a potential group Claim) we will require you to agree to a Litigation Management Agreement (LMA).

Before joining the Group Claim, you must indicate that you authorise us (an appropriate Principal lawyer at Slater and Gordon) to sign a statement of truth on your behalf in relation to the legal forms that will be submitted to the high court detailing your claim, i.e. a) a Claim Form; b) the Generic Particulars of Claim; and c) a Schedule of Information summarising the information you provide to us through a Questionnaire that we will ask you to complete.

if we are to run the case effectively, it will be necessary for us to disclose the facts underlying your claim to the Claimant Committee (and in limited circumstances to other claimants) and to the professional advisers (principally experts and counsel) we engage. The LMA allows us to do that. We and/or the Claimant Committee will report to you on a regular basis as the case progresses. It is very important that you ensure that all communications and documents you receive from us (including the LMA and the document pack) remain confidential because it could damage the your Claim or the Group Claim if they were seen by the Defendant(s). The LMA requires you to keep information you receive during the course of the claim confidential, even if you cease to be our client.

You have the right to obtain independent legal advice in relation to the LMA prior to agreeing for Slater and Gordon to act for you.

The Claimant Committee

Ordinarily, a steering group comprising a small number of selected Slater and Gordon claimants (the Claimant Committee) is set up to make decisions and agree to things on behalf of all Slater and Gordon clients.

The Claimant Committee will take day to day decisions about your claim on your behalf. The Claimant Committee's duties will include overseeing the legal team, agreeing the Litigation Funding and Adverse Costs Protection documents (and any other relevant documents), approving invoices, directing how the case should be run, and making settlement decisions on your behalf.

How long will the claim take?

It is not possible to know precisely how long the litigation will take as we do not know what approach the Defendant(s) will take and whether or not they will contest the litigation or make a settlement offer.

As with most large-scale litigation against corporate defendants, it is likely to be aggressively defended and can take a number of years to reach a conclusion.

What are the time limits?

The time limits for bringing your claim vary depending on the nature of the claim and the applicable facts but normally the claim must be brought within six years of the accrual of the

cause of action (usually the date you suffered loss).

Will I need to go to Court?

There is a possibility that you might be selected by the Court as a 'sample' or 'test' claimant, in which case you will have to spend time talking to or meeting us with a view to preparing a witness statement and you may be asked to attend court to give evidence. This is unlikely because there will be thousands of claimants and only a few will be selected, but if you are required to give evidence, you will be treated with courtesy by the Defendants' counsel and the Judge. All you would be required to do would be to tell the truth.

How much will it cost?

This will depend on the agreement entered into with us.

Your costs will normally comprise of some or all of the following 5 elements:

1. Our Fees ("Basic Charges")

Our Basic Charges are calculated by one of the following 2 methods:

- (Standard option) An hourly rate basis as specified in your contract with Slater and Gordon ("the Contract"), and will be dependent on the complexity of your case and the seniority of the legal representative(s) acting for you; or
- A fixed percentage of your Damages or Compensation award.

2. An uplift payable on those Basic Charges

Depending on the contract there may be provision for an uplift on Basic Charges at the end of successful cases (called a "Success Fee").

3. Your Expenses/Disbursements (that are yours to pay but that will initially be incurred by us on your behalf)

These may include, but aren't limited to, fees paid to experts for expert reports, court fees, or any fees paid to barristers for representing you. We will consult you or the Claimant Committee once it is established before incurring any substantial disbursement.

4. Any Insurance premiums for After the Event or other insurance purchased on your behalf

Usually in litigation the losing party is ordered to pay the winning party's costs. This is often called 'Adverse Costs'. To ensure that you don't have any liability to pay anything personally in the event that the claim is

unsuccessful, before we issue proceedings we will make sure that either an 'After the Event' insurance policy or other indemnity (most likely from the Funder of the litigation) is in place to insure you against this risk. The Litigation Funding will be arranged in a way that ensures the cost of the Adverse Costs protection is only payable by you if the claim is successful.

5. Litigation Funding

Under the terms of the LMA, in order to offer you the funding arrangements set out in the contract we may secure litigation funding for the claim, after consultation with the Claimant Committee who will enter into any agreement with the funder on your behalf. Any such funding may result in an additional fee that is payable by you however any such fee will be subject to the cap on your "payment out of compensation" as defined in the CFA.

Will I have to pay money "out of my compensation"?

In accordance with your contract with us and depending upon the case circumstances, there may be costs left for you to pay as a result of costs that:

- You owe to us that have not been recovered from the Defendant(s); and/or
- You owe to the Defendant(s) (Adverse costs)

Any costs that are left for you to pay will be payable "out of your compensation". If litigation Funding has been obtained the total amount you will have to pay "out of your compensation" is:

- 30% of your Damages; plus
- Any applicable ATE premium(s); plus
- Any applicable VAT; plus
- Any applicable Adverse Costs

If litigation Funding has not been obtained then the amount you will have to pay "out of your compensation" will be:

- A maximum of 30% of your Damages; plus
- Any applicable ATE premium(s); plus
- Any applicable VAT; plus
- Any applicable Adverse Costs

What happens if I win?

Your/Our costs

- Generally speaking, in all cases if you win you are liable to pay all your own costs, but some (or all) of these costs may be recovered from and paid by the Defendant(s).
- It is difficult to say with certainty how much of these costs we will be able to recover from the Defendant(s) as this will depend on a variety of factors, such as (but not limited to) what stage the case is concluded and the amount of damages recovered.
- What happens in respect of any of your costs not recovered from the Defendant(s) will depend on your funding option.

The Defendant's costs (Adverse Costs)

- You would not normally have to pay these and so these are normally zero.

However, even if you win there are circumstances where you could be at risk from paying the Defendant's costs. This applies, for instance, if there is an interim issue and you are ordered to pay Adverse Costs or the Defendant makes a Formal Offer to Settle your claim (known as a Part 36 offer), and you do not go on to achieve a better settlement than the offer that was made. We will give you advice on the likelihood of receiving compensation that is greater than any offer so that you can make an informed decision. However, we cannot guarantee a result for you.

What happens if I lose?

Your/Our Costs

- The Defendant(s) will not pay any of your costs.
- However normally you will not have to pay anything yourself and be out of pocket.
- Provided you have kept to your contractual responsibilities with us and depending on the funding option you will normally only have to pay your own expenses and disbursements and these will normally be paid by a third party/funder on your behalf so that you are not out of pocket.
- If your funding option means that you do have to pay any legal fees (our Basic Charges), again, they would normally be paid by the third party/funder on your behalf so that you are not out of pocket.

The Defendant's costs (Adverse Costs)

- You will normally be required to pay the Defendant's legal costs if you lose after Court proceedings have been issued.

- If you do have to pay any Defendant costs, they would normally be paid by a funder on your behalf (e.g. through ATE Insurance) so that you are not out of pocket.

How much will my legal costs be?

When Basic Charges for legal services are calculated on an hourly rate basis it is difficult to estimate precisely at this stage what your total charges will be.

The costs incurred on your claim will consist of our fees and disbursements and any ATE premium(s). In addition, Litigation Funding fees will be payable when Litigation Funding is in place.

At this stage it is not possible to predict the cost for an individual client as this depends on several factors, including the size of the claimant group and the length of litigation.

However, where there is a group action and Claimant Committee acting for you, in the event of a successful outcome it will always be the case that apart from the costs we are able to recover from the Defendant(s), the amount that you will be charged in respect of Our Costs, excluding any applicable ATE premium(s) and VAT, will not exceed 30% of your overall damages.

When the size of the claimant group has been established, we will update you with an estimate of the costs to be incurred, which will be updated as required during the course of the litigation.

How does my particular contract work?

Your contract sets out the specific funding for your matter.

Are there other types of funding options that might apply to me?

If not already done, you may wish to fully investigate whether or not you have household or other insurance policies that include cover for legal expenses, or if you belong to a Membership Organisation or trade union that may cover members' expenses or provide legal assistance.

However, Slater and Gordon do not offer legal services for your type of claim funded in this way or with any funding option other than a Conditional Fee Agreement ("CFA") supported by an ATE Insurance policy. Should you wish to fund the claim by another method you will need to obtain alternative legal representation.

We must advise that it is possible, but unlikely, that the Defendant(s) or entity who may be liable, may offer a settlement outside the litigation so that you could be offered compensation if you do nothing and do not claim.

Can I cancel my agreement with you?

We reserve the right not to start work until you have agreed to the CFA and LMA.

Our contract with you takes effect from the date you tell us to start work.

You will not be liable for our costs if you let us know within 14 days of agreeing to all the documents that you no longer wish to proceed.

You are free to change your mind for whatever reason. You may use the Notice of Right to Cancel at the end of the Contract or let us know by post, fax or email that you do not wish to proceed.

Methods of Communication

If you have provided an email address, we will normally attempt to use that as the first line of communication with you unless you instruct otherwise.

We will assume that such communications are secure and confidential unless you inform us that they are not. We may also be exchanging telephone calls in which case we may need to call you both at work and at home. Please let us know if this would be inconvenient for any reason.

Under no circumstances will we ask for (or should you provide) any of your financial details via email.

What do you need to do?

Please read your CFA Contract, the Litigation Management Agreement, our Terms of Business and Privacy Notice carefully. Please confirm that you agree to these documents and that you want to instruct us to start work on your behalf on the terms set out in them.

Your Responsibilities

You must:

- give us instructions that allow us to do our work properly;
- respond promptly to any requests for information
- not ask us to work in an improper or unreasonable way;
- not deliberately mislead us;
- co-operate with us;

- go to any expert examination or court hearing unless you inform us in sufficient time to advise you.

Preservation of Evidence

If now, or at any time in the future, this matter is the subject of formally contested proceedings you will almost certainly have to disclose (that is, tell the Defendants about and provide copies at their request) documents, including electronic documents, relevant to the matter. Documents must be disclosed regardless of whether they are helpful or harmful to your claim.

We can advise you in the future on your responsibilities in this regard. In the meantime you should ensure that you

do not destroy or allow to be destroyed any documents (e.g. receipts) that relate to this matter in any way (however slight you believe the connection may be), as otherwise your position in the proceedings could be seriously compromised. If you are in any doubt as to whether a document may be relevant, your file handler will be pleased to advise you more fully.

Know your Client (KYC)

We are professionally required to confirm that you are who you say you are. We will check your identity electronically using public databases (this means we do not need to ask for

a copy of your passport and utility bills). However, we may ask you to produce certified copies of your ID documents if we fail to establish your identity electronically.

Finally:

We hope the information above helps to explain the value we can provide and some of the key points in respect of your claim.

Please rest assured that if it becomes necessary we have the expertise and experience to help and guide you through any court litigation process.

Additional Services

Benefits Advice

If you are unsure whether you are entitled to benefits, our dedicated benefits and welfare rights team can assist and ensure you are fully aware of what you are entitled to. We can also help you make any applications.

Protecting Your Benefits

If you have concerns that your compensation may affect any means tested benefits, our dedicated trusts team can provide you with expert advice and arrange a Personal Injury Trust to be set up to ensure your benefits will not be affected.

Making Plans For the Future

If you have concerns and wish to make plans for the future in order to give you peace of mind, our specialist wills and trusts team are here to provide you with the best possible advice

Other Departments

We have many other departments who can attend to all your legal needs. Should you have any queries on any other legal issues, please do not hesitate to contact us.

Authorised and Regulated by the Solicitors Regulation Authority (no 591058). The content of this factsheet was correct at the time of print August 2021.

IMPORTANT WARNING - Exaggeration and inaccuracy

Please note that in a litigation claim **any exaggeration or intentional inaccuracy in relation to any part of the claim may lead to the whole claim being thrown out.** This will happen even if the Defendants have been found to be at fault.

If this occurs then the following apply:

- No damages would be received and you may be ordered to pay the Defendants' costs;
- Our agreement with you would have been breached;
- Any insurance policy (or other funding) supporting your claim would be invalidated; and
- You would then be personally responsible for our professional charges as well as the Defendants' costs

COLLECTIVE ACTIONS

Woodford Equity Income Fund Conditional Fee Agreement and Notice of Right to Cancel

This Agreement is a binding legal contract between you and Slater and Gordon UK Limited. Before you sign, please read everything carefully. This Agreement must be read in conjunction with the Schedules and the Conditions attached. By entering this Agreement you also agree to be bound by the terms of the Litigation Management Agreement and the Terms of Business which accompany this Agreement and the Privacy Policy which is available via the **Portal** or accompanies this Agreement.

The effect of this document, alongside the litigation funding arrangement and the ATE policy that we will enter into on your behalf, is that as a retained client, you will not have to pay anything if your claim is not successful.

On the same basis, if your claim is successful, you will pay a maximum of 30% from your overall damages, excluding VAT and costs associated with ATE.

I/We, Slater and Gordon UK Limited, the solicitors

You, the client

Scope of This Agreement – (What services **We have agreed to provide to **You**)**

We agree to act for **You** in respect of the following

- Your claim for damages arising as a result of investing in the Woodford Equity Income Fund ("WEIF") against any and all relevant Defendant(s) ('your **Claim**').
- Please see "what is covered by this agreement" for further details

Please note that pursuing your Claim may prevent further claims against the Defendant(s) for other losses not specifically included in your Claim.

Costs payable by you (under This Agreement)

Basic Charges and Disbursements

- Our Basic Charges are calculated on the basis of the time we spend on your Claim. Please see Schedule 1 for further details. Unless you win your Claim, and so long as you comply with your obligations, you will only have to pay our Basic Charges to the extent that a Litigation Funder pays on your behalf.
- In addition you will normally be required to pay our Disbursements, but credit will be given for any Disbursements that any Litigation Funder pays on your behalf.

Success Fee uplift on Our Basic Charges

Subject to any Overall Cap (see below) if your Claim is successful a Success Fee is payable by you. This Success Fee is a percentage uplift of Basic Charges that will not be recoverable from the Defendant(s) and so will be payable out of any damages you may receive.

- The Success Fee applicable to your Claim is 100% of Basic Charges
- **You confirm that you agree that this level of Success Fee applies even though it does not necessarily reflect the level or risk in your Claim; but rather it represents the commercial basis on which Slater and Gordon are prepared to act under the terms of a CFA for claimants with this type of claim.**
- Please see "schedule 2" for further details

Overall Cap (i.e. WHAT YOU PAY OUT OF DAMAGES)

- We will limit the final amount of our costs, (Basic Charges, Success Fee, Disbursements and any Litigation Funding fee) payable by you (including any interim costs already paid by you) to the following,
 - i) Any sums recovered from the Defendant(s) on your behalf in respect of costs (including any VAT); plus
 - ii) **A maximum amount (in respect of any costs not recovered from the Defendant(s) excluding any elements of VAT) no greater than 30% the of the total damages you receive. This is called the 'Overall Cap'.**
- Any VAT on costs owed under ii) will be payable in addition to this Overall Cap
- The cost of any ATE insurance premium(s) will also be payable in addition to this Overall Cap.
- Any element of costs that could reasonably be described as Adverse Costs payable by you are payable in addition to the Overall Cap. This includes any sums paid by any insurer or funder on your behalf that needs to be repaid at conclusion under the terms of the insurance/funding.
- Please see "**Exclusions from the Overall Cap**" for further details in respect of the Overall cap

Your After the Event (ATE) Premium

About the ATE policy

- Usually in litigation the losing party is ordered to pay the winning party's costs. This is often called 'Adverse Costs'. To ensure that you don't have any liability to pay anything in the event that your Claim is unsuccessful, before we issue court proceedings we will make sure that either an 'After the Event' ('ATE') insurance policy or other indemnity (most likely from the Litigation Funder) is in place to indemnify you against this risk. The Litigation Funding will be arranged in a way that ensures the cost of the Adverse Costs Protection will only be payable by you if your Claim is successful.
- The Claimant Committee which is to be formed under the Litigation Management Agreement will purchase ATE on your behalf.
 - The costs of any ATE premium(s) are not normally recovered from the Defendant(s).
 - The costs of any ATE premium(s) that are not recovered from the Defendant(s) remain payable on top of any Overall Cap
- Please note that in the event your Claim is unsuccessful the ATE premium will not cover:
 - Any non-attendance fees or other associated costs for failing to attend a hearing or examination.
 - Any bank transfer fees incurred.
 - Any Disbursements incurred against our advice.
- If your Claim concludes unsuccessfully the insurance policy premium amount itself will, depending on the particular product normally either be self-insured, reduced to £0 or written off by the Insurer. Provided you have complied with the terms of your Litigation Funding and the ATE policy terms, if any premium amount remains payable by you, we will pay this sum on your behalf.

Litigation Management Agreement

- You agree to be bound by the terms of any attached Litigation Management Agreement.
- Please see the Litigation Management Agreement itself for further details.

Litigation Funding

- As a result of the expected length of court proceedings and the cost to us of financing the ongoing work in progress and Disbursements, and the financial risk being borne by us in the event that you do not win, we may arrange Litigation Funding with a litigation funder on your behalf.
- If applicable, please see the specific agreement(s) in relation to any Litigation Funding itself.
- The Litigation Funding will be used to pay for Basic Charges, Disbursements including barristers' fees, ATE Insurance (if payable upfront) and Portal Administration Fee; as well as fees, costs, interest and expenses of the Litigation Funding itself.
- If your Claim proceeds to become part of a Group action, any Litigation Funding will only be obtained for your Claim after consultation with the Claimant Committee, which will enter into any agreement with the litigation funder on your behalf as appropriate (please see the Litigation Management Agreement for further details).
- Unless agreed and specified otherwise, if Litigation Funding is arranged on your behalf, the litigation funder is expected to require payment from your damages if you win.
 - This payment is not normally recovered from The Defendant(s) if you win.
 - This payment remain payable by you but within any Overall Cap.
- The litigation funder may be SG Funding Limited (a Slater and Gordon Group Company)
- If the litigation funder is not SG Funding Limited then as part of this Litigation Funding and in accordance with any Priorities Agreement, the litigation funder may share part of its fee, with SG Funding Limited. In such circumstances SG Funding Limited will provide an indemnity to Us where, at the conclusion of the claim, We are unable to recover all of Our Fees, Counsel's Fees and Expenses

Signatures

You agree that we may start work on your case immediately (i.e. within any 14 day cancellation period).

Signed:

This Agreement does not require a signature and starts when you click Accept. By selecting the button "Accept" you acknowledge that you are entering into a contract that requires you to pay costs (although it is likely some of these costs will be recovered from your opponent).

Slater and Gordon UK Ltd CFA Terms

• What is covered by this Agreement?

- any and all work we carry out (or have carried out) in respect of **your Claim** before or after the date of this Agreement, including any and all relevant work carried out prior to your personal involvement (if applicable).
- any work additional to but directly necessary for the purposes of pursuing The Claim, such as (but not limited to) inquests and interim applications.
- Any application for pre-action or non-party disclosure.
- Any appeal by the Defendant(s).
- Any appeal you make against an interim order or an assessment of costs.
- Any proceedings you take to enforce a judgment, order or agreement.
- Negotiations about and/or a court assessment of the costs of this claim.
- For the avoidance of doubt, if applicable this contract covers all work before and after the transfer (by way of assignment or novation) of this claim/file from any business to the Slater and Gordon Group (Slater and Gordon UK LLP or Slater and Gordon UK Limited). This also includes any transfers (by way of assignment or novation) to any business that then subsequently transferred (by way of assignment or novation) this claim/file to Slater and Gordon Group.

• What is not covered by this agreement?

- Any counterclaim against you.
- Any appeal you make against the final judgment or order.
- Any related non-contentious services such as Financial or Tax advice or obtaining any required grants of probate or letters of administration.

• Costs during the Claim

During your Claim you are liable to pay 50% of our Basic Charges and 100% of our Disbursements and barristers' fees; but only when and to the extent that you have Litigation Funding in place to enable you to meet these costs.

These costs will be invoiced monthly or at other regular intervals.

• What do you pay if you win?

If you win your claim, you pay our Basic Charges, our Disbursements and Success Fee together with the premium for any insurance you take out.

You are entitled to seek recovery from the Defendant of part or all of our Basic Charges and our Disbursements. You provide us with your irrevocable agreement to pursue such a claim on your behalf. If we and the Defendant cannot agree the amount, the court will decide how much you can recover. If the amount agreed or allowed by the court does not cover all our Basic Charges and Disbursements, then you pay the difference. We are allowed to keep any interest the Defendant pays on these costs.

Credit will be given for any payments made by any Litigation Funder or any interim costs received.

The overall amount we will charge you for our Basic Charges, Success Fees and Disbursements is limited as set out in the Overall Cap.

It may be that the Defendant makes a formal offer to settle your Claim which you (or more normally the Claimant Committee) reject on our advice, and your Claim for damages goes ahead to trial where you recover damages that are less than that offer. If this happens, we will not claim any costs for the work done after the last date for acceptance of that offer (unless an Order for costs is made

in your favour for or during this period). In these circumstances, you may be ordered to pay the Defendant's costs.

We are allowed to keep any interest the Defendant pays on our costs.

You agree to authorise all payments to be made payable to us. If applicable and possible, you authorise us to pay into a designated client account any cheque received by you or by us from the Defendant and made payable to you. Out of any such money received, you agree to let us take the balance in respect of any Basic Charges and Disbursements, the Success Fee, VAT, any insurance premium and any payment to a Litigation Funder.

We will provide you with a copy of any relevant judgment or our calculation. If you do not agree our calculation and this makes a difference to the amount payable by you, then we will put the matter for determination by an independent barrister of at least 10 years' call, to be appointed by agreement between us or, in default of agreement, by the President of the Law Society of England and Wales, such barrister to act as expert and not as arbitrator, and his decision shall be binding. The barrister's costs for assessing this issue are to be paid by you if the barrister agrees with us, but otherwise are to be paid by us.

You also have the right to apply to the court for assessment of our charges, including any success fee.

• Exclusions from the Overall Cap

Absent a current Claimant Committee authorised to make decisions in respect of your Claim by you the Overall Cap does not include:

- Any non-attendance fees or other associated costs for failing to attend a hearing or examination that are not recovered from the Defendant.
- Any Disbursements (such as a expert report fees) incurred at your request (against our advice) that are not recovered from the Defendant
- Any bank transfer fees incurred at your request.

• What do you pay if you lose?

If you lose you will normally be ordered to pay the Defendant's costs, but these will normally be covered by an ATE insurance policy or other indemnity (most likely from the Litigation Funder) in place to protect you against this risk.

If you lose your Claim your liability for of Basic Charges will be limited to any Basic Charges that a Litigation Funder has paid or agreed to pay on your behalf.

In addition you will normally be required to pay all our Disbursements, but credit will be given for any Disbursements that any Litigation Funder has paid or agreed to pay on your behalf.

In addition to the above you will be required to pay the following (which will normally not be covered by any ATE Insurance):

- Any non-attendance fees or other associated costs for failing to attend a hearing or examination.
- Any Expert reports or other costs incurred against our advice.
- Any bank transfer fees incurred.

• Interim Damages

If you receive interim damages, we may require you to pay our Disbursements at that point and a reasonable amount for our future Disbursements.

In addition, we may deduct and retain an amount of money up to 36% plus the anticipated cost of any ATE premium from any interim or final damages payments received.

We will hold such monies on account of any deductions from damages which may be payable on conclusion of the matter. We will account to you once final costs have been agreed or awarded.

- **Interim Costs**

If you win overall but on the way lose an interim hearing, you may be required to pay the Defendant's charges of that hearing.

If on the way to winning or losing you are awarded any costs, by agreement or court order, then we are entitled to payment of our Basic Charges and Disbursements covered by that award, together with the Success Fee on those Basic Charges if you go on to win.

If, at the time we incur any Disbursement (including the court fee for issuing proceedings on your behalf) for which you are entitled to make a claim under an insurance policy (or any other funding arrangement), we are entitled to ask you to pay that Disbursement at that point.

- **Payment for advocacy**

The cost of advocacy and any other work by us, or by any solicitor agent on our behalf, forms part of our basic charges. We shall discuss with you the identity of any barrister instructed, and the arrangements made for payment.

Barristers who have a conditional fee agreement with us

If you win, you are normally entitled to recover their fee from the Defendant, but not their success fee. The barrister's success fee is shown in the separate conditional fee agreement we make with the barrister. You must pay the barrister's success fee shown in the separate conditional fee agreement we make with the barrister. We will discuss the barrister's success fee with you before we instruct him or her. If you lose, you pay the barrister nothing.

Barristers who do not have a conditional fee agreement with us

If you win, then you will normally be entitled to recover all or part of their fee from the Defendant. If you lose, then you must pay their fee.

- **If the Defendant fails to pay monies due to you**

If the Defendant does not pay any damages or charges owed to you, we have the right to take recovery action in your name to enforce a judgment, order or agreement. The charges of this action become part of the Basic Charges.

- **Our responsibilities**

We must:

- always act in your best interests, subject to our duty to the Court;
- explain to you the risks and benefits of taking legal action;
- give you our best advice about whether to accept any offer of settlement;
- give you the best information possible about the likely costs of your Claim.

- **Your responsibilities**

You must:

- Provide us with clear, timely and accurate instructions

- Not ask us to work in an improper or unreasonable way
- Provide us with all information and documents which are relevant to the Claim, including but not limited to letters, documents and e-mails; and third party reports and records. If necessary, we will ask you to give us written authorisation to obtain this information
- Safeguard and preserve any relevant documents (both electronic and hard copy) that may be relevant to your Claim
- Not deliberately mislead us
- Co-operate with us as we may require
- Go to any expert appointment or attend any hearing.
- Tell us promptly if any information that you have previously given to us is no longer true or accurate;
- Consult with us before making any contact with or having any discussion or correspondence with the Defendant or its lawyers concerning any aspect of this Claim;
- Not abandon or discontinue your Claim or any part of your Claim against our advice;
- With our guidance, take all reasonable steps to engage constructively with the Defendant to resolve the Claim, including through mediation if appropriate and notify us immediately if you receive an offer of Settlement, orally or in writing, from or on behalf of the Defendant;
- Not settle your Claim (or any part of it) without our consent such consent not to be unreasonably withheld having regard to our duty to act in your best interests;
- Not cause or contribute to a conflict of interest arising that would prevent us from continuing to act in this Claim;
- Not enter into any agreement, orally or in writing, with any other person in respect of your Claim (including any agreement relating to a sharing of Damages) without our agreement;
- Not enter into any new agreement concerning your Claim that does not acknowledge the enforceability of this contract and our rights;
- Not create a charge over your damages in favour of any other person;
- Not create any future interest in the Damages that would have priority over our interest and/or any Litigation Funder's interest; and
- Not to receive any payment directly from the Defendant or any other person in respect of Damages or Recovered Costs and ensure that all Damages and Recovered Costs are paid directly into our client account.

- **What happens when this Agreement ends before your Claim ends?**

(a) Paying Us if You end this Agreement

You can end this Agreement at any time. Unless you have a right to cancel this agreement and return a signed Notice of Right to Cancel Form within the 14 day time limit we then have the right to decide whether you must:

- pay our Basic Charges and our Disbursements including barristers' fees but not the Success Fee when we ask for them; or
- pay our Basic Charges, and our Disbursements including barristers' fees and Success Fee if you go on to win your Claim; or
- pay our Disbursements except barristers' fees immediately and our Basic Charges, Success Fee, barristers' fees if you go on to win your Claim.

The Overall Cap does not apply in this situation unless Litigation Funding has been obtained in which Case the Litigation Funding Fee is also payable if you go on to win your claim but up to the limit of the Overall Cap.

(b) Paying Us if We end this Agreement

The Overall Cap does not apply unless Litigation Funding has been obtained in which Case the Litigation Funding Fee is also payable if you go on to win your claim but up to the limit of the Overall Cap.

(i) We can end this Agreement if:

- you do not keep to your responsibilities.
- you refuse to obtain any ATE policy to support this agreement (or cancel any ATE already obtained).
- you do not pay your incurred insurance premium when asked to do so.
- you do not agree to any Litigation Management Agreement in respect of your Claim becoming part of a Group action
- you become, or have been, insolvent/bankrupt at any relevant time such that you do not have the legal right to proceed with your Claim.
- you have a conflict of interest with either another client or Slater and Gordon
- you are unable to satisfy our Know your Client/Customer (KYC) checks including Identity and Money Laundering Checks

If this happens we then have the right to decide whether you must:

- pay our Basic Charges and our Disbursements including barristers' fees but not the Success Fee when we ask for them; or
- pay our Basic Charges and our Disbursements including barristers' fees and Success Fee if you go on to win your Claim.

(ii) We can end this Agreement if:

- we believe you are unlikely to win
- we are unable to obtain ATE Insurance and/or Litigation Funding to support your Claim.

If this happens, you will be liable for costs in accordance with the section "What do you pay if you lose".

(iii) We can end this Agreement if you reject our opinion about making a settlement with the Defendant. You must then:

- pay our Basic Charges and our Disbursements including barristers' fees in any event;
- pay the Success Fee if you go on to win your Claim.

(iv) We can end this Agreement if the law of England and Wales does not apply to your Claim. If this happens then we have the right to decide whether you must pay our Basic Charges and our Disbursements.

(v) We can end this Agreement if you instruct or have instructed any other firm of solicitors to act on your behalf in respect of your Claim.

In this situation, we may in our absolute discretion crystallise your payment in the sum of £150 (plus VAT) or require payment in accordance with the section "Paying Us if You end this Agreement".

(c) Death

This Agreement (including any Litigation Management Agreement), automatically ends if you die before your Claim is concluded. We will be entitled to recover our Basic Charges up to the date of your death from your estate.

If your personal representatives wish to continue your claim for damages, we may offer them a new conditional fee agreement (and Litigation Management Agreement as appropriate), as long as they agree to pay the Success Fee on our Basic Charges from the beginning of this Agreement with you.

• What happens after this Agreement ends

After this Agreement ends, we may apply to have our name removed from the record of any court proceedings in which we are acting for you unless you have another form of funding and ask us to work for you.

We have the right to preserve our lien unless we accept an undertaking from another solicitor working for you to pay us what we are owed including the Success Fee if you win.

• Publicity

Where any public announcements are made about this matter following its completion, you agree to us also making an announcement at any time after the conclusion of the matter associating ourselves with you as your advisers. Unless we have your consent, we will not publicise or disclose details of any aspect of the matter (including the amount of consideration paid) which has not been announced publicly.

• Fraudulent or (deliberately) Exaggerated Claims

In the event that any aspect of your Claim is found or admitted to be fraudulent or exaggerated, the consequences are as follows:

- a) Any insurance policy or litigation funding may be voided, in which case you would be personally responsible for paying any and all Basic Charges and Disbursements incurred by yourself and the Defendant's costs.
- b) If you win your Claim you pay our Basic Charges, Success fee, Disbursements and any ATE premium(s). The Overall Cap will not apply unless Litigation Funding has been obtained (and is not voided) in which case you will be liable for costs in accordance with the section "What do you pay if you win".
- c) If you lose you pay our Basic Charges, our Disbursements including barristers' fees and any applicable ATE premium(s) but not any Success Fee.

• VAT

We add VAT, at the rate that applies when the work is done, to the total of the Basic Charges and Success Fee, and our Disbursements where applicable. Our VAT Registration Number is **GB 125 446 327**.

• Other Points

The parties acknowledge and agree that this agreement is not a Contentious Business Agreement within the terms of the Solicitors Act 1974.

Note: At our discretion we are not bound to act on a conditional fee basis until you have signed and returned the CFA

Schedule 1

Basic Charges

These are for the **Work covered by This Agreement**

until this agreement ends. These are subject to review.

How we calculate our Basic Charges

These are calculated for each hour engaged on your matter. Routine letters and telephone calls will be charged as units of one tenth of an hour. Other letters and telephone calls will be charged on a time basis. The hourly rates (exclusive of VAT) are:

Grade of Fee Earner	Hourly Rate
Grade A Solicitors or Fellow of Chartered Institute of Legal Executives ("CILEX") over 8 years' qualified experience or equivalent years of non-qualified experience	£600
Grade B Solicitors or Legal Executives (CILEX) over 4 years' qualified experience and Costs Lawyers who are suitably qualified, and subject to regulation, depending on the complexity of the work or equivalent years of non-qualified experience	£400 - £600
Grade C Other qualified Solicitors or Legal Executive and Costs Lawyers who are suitably qualified, and subject to regulation, depending on the complexity of the work or equivalent years of non-qualified experience	£250 - £400
Grade D Paralegals (and other non-legally qualified fee earners) with more than 4 years experience, or Trainee Solicitors	£250
Grade E - Paralegals or non-legally qualified fee-earners with less than 4 years' experience	£200

All work done by, and any fees charged by, any cost draftsperson will form part of the Basic Charges.

We review the hourly rate each year and we will notify you of any change in the rate in writing.

Schedule 2

Success Fee

The Success Fee percentage reflects the following:

1. our assessment of the risks associated with the Claim, including but not limited to;
 - 1.1 difficulties in identifying correct Defendant;
 - 1.2 risk of failing to establish fault;
 - 1.3 risk of causation issues;
 - 1.4 indemnity issues – either none or insufficient;
 - 1.5 difficulty enforcing any judgment;
 - 1.6 risk of the Defendant being uninsured/untraced; and
 - 1.7 the Defendant advancing a defence not currently contemplated.
2. any other appropriate matters, including but not limited to;
 - 2.1 the risk of us not being paid our Basic Charges;
 - 2.2 fact that if you win we will not be paid our Basic Charges until the end of the claim;
 - 2.3 our arrangements with you about paying Disbursements;
 - 2.4 the arrangements about payment of our costs if the Defendant makes an offer (including any Part 36 offers) or payment which you reject on our advice, and your Claim for damages goes ahead to trial where you recover damages that are less than that offer or payment;
 - 2.5 we may not yet have seen all relevant documentary evidence;
 - 2.6 the quantum of your Claim is uncertain and affected by evidence including by way of disclosure from the Defendant not yet reviewed and detailed expert evidence. Consequently it may be lower than anticipated;
 - 2.7 the Defendant may issue interim applications and pursue appeals; there are inherent risks and a multitude of uncertainties that arise in litigation;
 - 2.8 it is uncertain when and if the Defendant will make reasonable offers to settle your Claim; whilst an early settlement is possible it would not be a safe assumption;

- 2.9 we have the responsibility of making a significant investment in your Claim (in addition to the significant investment already made) including not only in relation to our own time for work undertaken but also in respect of Disbursements including barristers' fees notwithstanding the risk factors set-out above.

You confirm that you agree that the Success Fee applies even though this level of Success Fee does not necessarily reflect the level or risk in your Claim; but rather it represents the commercial basis on which Slater and Gordon are prepared to act under the terms of a CFA for claimants with this type of claim.

3. In addition, the following risks may apply to cases involving elements outside England and Wales
 - 3.1 complex issues relating to jurisdiction;
 - 3.2 complex issues relating to choice of law;
 - 3.3 difficulty of establishing causation under foreign law;
 - 3.4 difficulties liaising with foreign police;
 - 3.5 difficulties liaising with foreign witnesses;
 - 3.6 difficulties in obtaining evidence from abroad;

The Success Fee cannot be more than 100% of the Basic Charges in total.

Glossary of Terms

(a) Advocacy

Appearing for you at court hearings.

(b) Basic Charges

Our charges for the legal work we do on your Claim as set out in Schedule 1.

(c) Claim

Your demand for damages whether or not court proceedings are issued.

(d) Counterclaim

A claim that the Defendant makes against you in response to your Claim.

(e) Damages

Money that you win whether by a court decision or settlement.

(f) Our Disbursements

Payments we incur or make on your behalf such as:

- court fees;
- experts' fees;
- barristers' fees;
- accident report fees;
- expenses
- travelling expenses.
- Portal Administration Fee

(g) Interim damages

Money that a court says the Defendant must pay or the Defendant agrees to pay while waiting for a settlement or the court's final decision.

(h) Interim hearing

A court hearing that is not final.

(i) Introducer

Any third Party such as an insurance company that introduced you to the firm with whom Slater and Gordon may have a financial relationship with.

(j) Lien

Our right to keep all papers, documents, money or other property held on your behalf until all money due to us is paid. A lien may be applied after this agreement ends.

(k) Lose

The court has dismissed your Claim or you have stopped it on our advice.

(l) Formal Offer to Settle

An offer to settle your claim made in accordance with Part 36 of the Civil Procedure Rules.

(m) Provisional damages

Money that a court says the Defendant must pay or the Defendant agrees to pay, on the basis that you will be able to go back to court at a future date for further damages if:

- you develop a serious disease; or
- your condition deteriorates;

in a way that has been proved or admitted to be linked to your personal injury claim.

(n) Portal

The Micase Portal Platform/Slater and Gordon Claims Portal (or equivalent) which may charge a fee for the use of their services (Portal Administration Fee)

(o) Qualified One-Way Cost Shifting (personal Injury Claims only)

The rules in respect of costs payable if you lose a personal injury claim set out in Part 44 Section II of the Civil Procedure Rules.

(p) Success Fee

The percentage of Basic Charges that we add to your bill if you win your claim for damages.

(q) Small Claims Track Claim

Claims that conclude:

- In the Small Claims Track portal for low value Road Traffic Accidents (RTA Small Claims Protocol)
- And/or concludes after allocation to the Small Claims Track

(r) Trial

The final contested hearing or the contested hearing of any issue to be tried separately and a reference to a claim concluding at trial includes a claim settled after the trial has commenced or a judgment.

(s) Win

Your claim for damages is finally decided in your favour, whether by a court decision or an agreement to pay you damages or in any way that you derive benefit from pursuing the claim.

'Finally' means that the Defendant:

- is not allowed to appeal against the court decision; or
- has not appealed in time; or
- has lost any appeal.

You also win your claim if the Defendant is ordered to pay you provisional damages (Personal Injury Claims Only).

STANDARD NOTICE OF THE RIGHT TO CANCEL

This only applies if you sign the contract with Slater and Gordon:-

1. At your home, workplace or at someone else's home; or
2. At our offices but following a visit by us (or by someone acting on our behalf) to your home, workplace or someone else's home; or
3. At our offices but following a meeting between us away from our offices; or
4. Using our online client portal

You have the right to cancel this contract, without reason, if you wish and can do so by returning (including by electronic mail) a cancellation notice at any time within 14 days starting with the day of receipt of this Notice. If you wish to cancel the contract, you **must do so in writing** and deliver personally or return (which may be by electronic mail) this to us. You may use this form if you want to but you do not have to.

Please send the cancellation notice to the person handling your enquiry making sure you quote your reference number.

Notice of cancellation is deemed to be served as soon as it is posted or sent to us.

By post to:- Slater and Gordon UK Limited

Dempster Building

16 Atlantic Way

Liverpool

L3 4UU

By email to :- admissions.hl@slatergordon.co.uk

I hereby give notice that I wish to cancel my instruction of your firm.

Signed	
Name (please print)	

Address	
Date	
Slater and Gordon Reference Number	

Litigation Management Agreement Woodford Equity Income Fund

This Litigation Management Agreement ("**LMA**", "**this Agreement**") is a legally binding contract between you, Slater and Gordon UK Limited and all the other Claimants who have instructed Slater & Gordon in the litigation concerning the Woodford Equity Income Fund ("**the WEIF Group Litigation**").

This Agreement regulates how your claim and the claims of other members of the WEIF Group Litigation shall be managed. To allow the claims to be brought jointly on a group basis, it provides for the appointment of a Claimant Committee (the "**Claimant Committee**") whom you and other Claimants (defined below) agree to authorise to take decisions in relation to the claim.

This Agreement also sets out how the WEIF Group Litigation will be managed from the Claimants' perspective, including how costs and information will be shared, how decisions will be taken by the Claimant Committee and the obligations of the Claimants to each other.

Please read this Agreement carefully before agreeing to its terms. It should be read alongside the rest of the Claimant Agreements, i.e. the Conditional Fee Agreement ("**CFA**"), the Terms of Business, the Privacy Notice, Litigation Funding Agreement(s) (when entered into), any Adverse Costs Protection (when entered into) and any other documentation entered into by agreement with the Claimant Committee which relates to the Claim. Terms are defined in Schedule 1 of the this Agreement.

In the event that there is any conflict between the Claimant Agreements, the documents shall take precedence in the following order of priority: (1) the LMA, (2) the CFA and (3) Terms of Business. If and when entered into, the Claimant Committee will agree where in the order of priority any Litigation Funding and Adverse Costs Protection (each as relevant) will sit.

DATE OF AGREEMENT(S)

You confirm your agreement to the terms of this LMA upon agreeing to the CFA (that references this document). The LMA applies as between all Claimants who agree to it and you will have the obligations set out within it to all other Claimants, irrespective of the date on which any Claimant agreed to this LMA.

PARTIES

This LMA is an Agreement made between:

- (1) **You;**
- (2) Slater and Gordon UK Limited of 58 Mosley Street, Manchester M2 3HZ ("**Slater & Gordon**"); and
- (3) all of the other persons (together referred to in this document as "**Claimants**", and individually each as a "**Claimant**") who execute a counterpart of this Agreement and whose names, addresses, and the date of signing of this Agreement will be recorded in a register or registers to be kept by Slater & Gordon, which may be updated from time to time as provided for in this Agreement ("**Group Register**"). Any reference to **Claimants/Claimant** includes **You**.

BACKGROUND

- (A) The Claimants are, or were, investors in the Woodford Equity Income Fund (**"the Fund"**).
- (B) The Claimants intend to begin and/or join proceedings **"(the Proceedings)"** against the **Defendant(s)**
- (C) The Claimants have all confirmed that they understand and appreciate the risks of the Proceedings (the **'Risks'**), that they understand their obligations to the court and that they understand the nature of the allegations that will be pursued in the Proceedings. The Claimants have also all authorised Gareth Pope (or other appropriate principal lawyers) of Slater & Gordon to issue Claim Forms and (where appropriate) to sign statements of truth on any of the Claimants' behalf.
- (D) The purpose of this Agreement is to confirm certain aspects of the process by which the Proceedings will be managed including the role of the Claimant Committee, how information will be shared between the Claimants, how costs and liabilities will be dealt with (including any Defendants' costs that the Claimants may be ordered to pay (known as Adverse Costs)), and how any recoveries from the Proceedings may be apportioned and distributed.
- (E) Because of:
 - (a) the expected length of Proceedings and the cost to Slater & Gordon of financing the ongoing Fees, Disbursements (including Counsel Fees) during this period; and
 - (b) the financial risk being borne by Slater & Gordon in the event that there is no Success in the Proceedings (in which case the Claimants will not, unless they are in breach of the Claimant Agreements, be expected to pay any Fees or Disbursements (including Counsel Fees))

Slater & Gordon will arrange Litigation Funding to assist with the financing of all or any of these costs on terms to be agreed with the Claimant Committee.

- (F) In order to protect Claimants against the risk that the Proceedings fail and the Claimants are ordered to pay Adverse Costs, the Claimant Committee will, before issuance of the Claim, enter into an agreement with a Funder(s) or ATE Insurer under which the Funder or ATE Insurer (as appropriate) will indemnify the Claimants against some or all of the risk of the Proceedings being unsuccessful and the Claimants being ordered to pay Adverse Costs. The Claimants agree and acknowledge that Slater & Gordon reserve the right not to issue the Claim until such time as Adverse Costs protection/Litigation Funding is secured and agreed by the Claimant Committee.
- (G) By the authority delegated to it under this Agreement, the Claimant Committee has entered or will enter into certain documents (such as those related to funding and insurance necessary for the conduct of the litigation) on the Claimants' behalf in relation to the WEIF Group Litigation.
- (H) The money recovered by the Claimants, whether as a result of a settlement or the decision of the court, is referred to collectively in this Agreement as the Claim Proceeds. Claim Proceeds are subject to the terms of the CFA.

- (l) You acknowledge that you have either taken independent legal advice in relation to the arrangements set out in this Agreement or that you are content to proceed without such advice.

1. AGREEMENT TO WORK WITH OTHER CLAIMANTS

- 1.1 The Claimants' individual circumstances vary, in particular in respect of how much they have invested in the Fund, the manner of investing in the Fund and the time of the investment. Despite this, you all agree that you have a common interest in pursuing the Proceedings and warrant that by joining the Proceedings that you have no interest adverse to the success of the Proceedings.
- 1.2 The Claimants' common interest is in attempting to secure the largest possible sum in Damages. It is understood by the Claimants that if the Proceedings result in a successful judgment at trial, the court may order that some Claimants be compensated in a different way from others.
- 1.3 If there is a Settlement before trial, the Claimants acknowledge that no detailed account will be taken of the individual merits or demerits of individual Claimants' cases (if any) and accept that adjudicating between individual Claimants' cases would be disproportionately expensive and burdensome, so the overriding policy will be to treat Claimants fairly. Nevertheless, the Claimants accept that in order to achieve rough fairness within the Claimant group it may be necessary to distinguish between different categories of Claimant in accordance with Clause 7 (Settlement and Distribution of Global Damages).

2. SHARING OF INFORMATION, CONFIDENTIALITY AND LEGAL PRIVILEGE

- 2.1 Information which is confidential to the Claimants shall be referred to as "**Confidential Information**". The Claimants agree that the duty of confidentiality owed to them individually by Slater & Gordon shall be waived in respect of:
 - a) the facts of their individual claims disclosed to Slater & Gordon by the Claimant or by any other party in or third party to the Proceedings; and
 - b) any documents produced by them or to them through disclosureas against their fellow Claimants and the Claimant Committee in so far as Slater & Gordon consider it necessary or helpful to compare the facts of individual claims for the purposes of advising on and conducting the common aspects of the Claimants' claims in the Proceedings. In either case, the Claimants' Confidential Information will only be shared on terms of confidentiality and without any waiver of privilege.
- 2.2 The Claimants agree that Slater & Gordon shall be authorised to share Confidential Information with other firms of solicitors and/or their clients with whom they may, with the approval of the Claimant Committee, subsequently cooperate.
- 2.3 The Claimants agree that Slater & Gordon shall be authorised to report to the Claimants as a body on the facts underlying each Claimant's claim, including the facts stated in the evidence disclosed by the Defendants.
- 2.4 The Claimants agree to disclose to Slater & Gordon the fact and terms of any offer to settle made to them as an individual Claimant in the Proceedings and that such offer may be disclosed by Slater & Gordon to any other Claimant and/or the Claimant Committee.
- 2.5 The Claimants agree that, if Slater & Gordon consider it to be necessary or helpful, it may use information or documents derived from one Claimant's individual claim in any other Claimant's individual claim or in the Proceedings in general.

- 2.6 Any Confidential Information disclosed as authorised above shall be limited to that which is absolutely necessary to fulfil the purposes for which it is being disclosed.
- 2.7 Where it is in the legitimate interest of pursuing the litigation or any aspect thereof Slater & Gordon may share your personal data with the Claimants' Committee or other cooperating law firms approved by the Claimants' Committee. Such sharing will be limited to only that which is absolutely necessary to fulfil the purposes for which the personal data is shared.
- 2.8 The Claimants agree that any information shared amongst the Claimants and between the Claimants and the Claimant Committee pursuant to clauses 2.1, 2.3, 2.4 and 2.5 above shall remain fully confidential as against any person who is not either a Claimant or a professional adviser of a Claimant, who has a duty of confidentiality to that Claimant, and the Claimants undertake that they will keep all such information fully confidential and will not disclose any such information to any third party except for the purposes of obtaining professional advice.
- 2.9 The Claimants acknowledge that if a Claimant ceases to be a party to this Agreement pursuant to this clause or clause below, his, her or its duty of confidentiality shall continue with full force and effect.
- 2.10 The Claimants agree that where appropriate Slater & Gordon will only report updates to the Claimant Committee.
- 2.11 All communications between Slater & Gordon and the Claimants or any of them shall be subject to legal professional privilege and the Claimants irrevocably agree that legal professional privilege shall not be waived or abrogated from in any way by the passing of Confidential Information amongst the Claimants.
- 2.12 The Claimants agree that they will not disclose to any person who is not either a Claimant or a professional adviser of a Claimant, who has a duty of confidentiality to that Claimant, any advice received from Slater & Gordon or any other communication received from the Claimant Committee in connection with the Proceedings.
- 2.13 The Claimants recognise the commercial sensitivity of the terms of any Litigation Funding, Adverse Costs Protection and Priorities Agreement and waive any entitlement they may have to receive copies of such or any part of them. Instead, these documents will be available for inspection at the London office of Slater & Gordon (or any other office location later notified to the Claimant Committee).
- 2.12 The Claimants agree that Slater & Gordon may, for reasons of cost efficiency or otherwise, instruct a third party firm to manage some of the administrative burden of the Proceedings and, in particular:
- a) to maintain a secure website to facilitate communication and the exchange of information between the Claimants, the Claimant Committee and Slater & Gordon; and
 - b) if necessary, to instruct a third party claims administrator to administer any Claim Proceeds.

3. CLAIMANTS' COSTS

- 3.1 The Claimants' liability for their costs will be provided for by the terms of the CFA unless they have agreed otherwise in writing with Slater & Gordon.

- 3.2 All Claimants acknowledge that if the Claims succeed, Slater & Gordon will be paid their Fees, the Disbursements (including Counsel Fees) plus a Success Fee in accordance with the terms of the CFA.
- 3.3 In addition:
- 3.3.1 The Claimants understand that they will be responsible for any Fees, Disbursements (including Counsel Fees) and Adverse Costs Protection which will be accounted for in periodical invoices and covered by the Litigation Funding and no payment will be required from you directly to settle the invoice(s) unless you are in breach of the Claimants Agreements.
- 3.3.2 The Claimants recognise that a fee may be due to the Funder under the Litigation Funding however any such fee will be included (and treated as a disbursement) in any **Overall Cap** on charges as defined in the CFA.
- 3.4 The Claimants agree so far as may be possible to run the common elements of their separate claims jointly, and for the common costs ("Generic Costs") to be shared in accordance with this Agreement. For the avoidance of doubt, the Generic Costs shall be deemed to include the premium(s) of any Adverse Costs Protection entered into on the Claimants' behalf from the date Slater & Gordon started to work on the Proceedings, and the costs of building the Claimant group (including the costs of attending on potential Claimants, whether or not they subsequently join the group and the costs of promoting the Proceedings to other potential Claimants, including the costs of establishing and maintaining a case website, PR costs and advertising costs).
- 3.5 Elements of Claimants' individual claims which are unique to individual Claimants are defined as "Individual Costs".
- 3.6 The costs of dealing with specific issues which apply to some but not all Claimants are defined as "Issue Costs".
- 3.7 The Claimants agree that the Proceedings should be managed under a Group Litigation Order or subject to common case management to regulate their claims. The Claimants agree that the costs of any test case within the Proceedings will be treated as Generic Costs.
- 3.8 Each Claimant agrees that his or her share of costs shall be dealt with under the CFA, as further set out in clause 4 below from the date on which Slater & Gordon began acting in relation to the Proceedings.
- 3.9 The Claimants authorise Slater & Gordon to incur legal and other professional costs and disbursements (including but not limited to the fees of leading and junior counsel, experts, public relations professionals, the suppliers of case management and document management software, and costs draftsmen) in relation to the Proceedings.
- 3.10 The Claimants agree that the Claimant Committee are authorised to agree any appropriate invoicing arrangements that are required by the Litigation Funding, if entered into.
- 3.11 Slater & Gordon will have no further duty to report on costs other than to report to the Claimant Committee from time to time as appropriate. For the avoidance of doubt, Slater & Gordon will have no duty to produce itemised reports showing each Claimant's Proportionate Share of its costs, save at the conclusion of the Proceedings.

4. COSTS SHARING BETWEEN THE CLAIMANTS

- 4.1 Each Claimant is liable for the greater of: (i) his or her Individual Costs; or (ii) a share of the Individual Costs of all Claimants, which share is calculated as: the total of all the Individual Costs that all Claimants are liable for or would be liable for if they had won their claims, divided by the total number of Claimants.

Slater & Gordon may apply to the Court for a Court order in respect of costs sharing and the Claimants agree that, unless the Court orders otherwise, each Claimant who wins is liable for a share of Generic Costs, which share is calculated as: the total of all Generic Costs, divided by the number of Claimants who win.

Further unless the Court orders otherwise, each Claimant who wins and to whom an issue applies is liable for a share of Issue Costs, which share is calculated as the total of all Issue Costs attributable to that issue, divided by the number of Claimants who win and to whom that issue applies.

5. THE CLAIMANT COMMITTEE

- 5.1 The initial members of the Claimant Committee (the "**Initial Committee Members**" where it is appropriate to distinguish between initial and subsequent members; and a member of the Claimant Committee shall be referred to as a "**Committee Member**") shall be five individuals chosen from the group of Claimants, who respond to an invitation from Slater & Gordon to become Committee Members, who have invested in the Fund and suffered loss, who retained Slater & Gordon and who agree to represent the Claimants cohort.
- 5.2 The Claimants agree that the following rules shall govern Claimant Committee meetings:
- a) Claimant Committee meetings must be held in the presence of Slater & Gordon, may be called by any Committee Member and may be held in person on seven days' notice or by conference call on 24 hours' notice, such notice to be provided by email or by other means if so agreed by a Majority of Committee Members' votes cast ("**Majority**" in this Agreement means more than 50%);
 - b) Claimant Committee meetings held by the Initial Committee Members shall be considered quorate only if three or more members are in attendance, whether in person, by telephone or by video conference. If the number of Committee Members has fallen beneath three by the operation of clause 5.3(a), a Claimant Committee meeting shall be quorate if all remaining members are in attendance. If the number of Committee Members has risen to seven or more, a Claimant Committee meeting shall be quorate only if four or more members are in attendance, whether in person, by telephone or by video/online conferencing;
 - c) no one other than a Committee Member or a representative of Slater & Gordon shall be entitled to attend a Claimant Committee meeting other than by the invitation of at least four Committee Members or by the invitation of Slater & Gordon;
 - d) minutes must be kept of all meetings by Slater & Gordon and approved by the Claimant Committee;
 - e) the Claimant Committee shall agree by a Majority of the votes cast to appoint a Chairman from time to time, and the Chairman may exercise a casting vote in the event of a tied vote; and
 - f) the Claimant Committee may dismiss the Chairman for the time being and appoint a new Chairman by a Majority of the votes cast.

5.3 The Claimants agree that the following rules shall govern the appointment, removal, and resignation of Committee Members.

- a) a person shall cease to be a Committee Member as soon as he or she:
 - (i) retires by notifying each member of the Claimant Committee and Slater & Gordon in writing (but only if enough Committee Members remain in office to form a quorum for meetings);
 - (ii) dies;
 - (iii) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
 - (iv) has a bankruptcy order made against him or her;
 - (v) is subject to a resolution by a Majority of votes cast by Committee Members at a properly convened meeting of the Claimant Committee and with prior consent of Slater & Gordon, that he or she should cease to be a member of the Claimant Committee.
- b) no person shall be appointed a member of the Claimant Committee until he or she has executed a confidentiality agreement on terms stipulated by Slater & Gordon;
- c) subject to Slater & Gordon's consent a person shall be appointed a member of the Claimant Committee by a Majority of votes cast by Committee Members at a properly convened and quorate meeting of the Claimant Committee, providing that the number of Committee Members shall not exceed twelve.

5.4 The Claimants agree that the Claimant Committee will give instructions to Slater & Gordon in relation to the conduct of the Proceedings, including (without limitation):

- a) the execution of any Adverse Costs Protection;
- b) the execution of any Litigation Funding;
- c) the execution of any Priorities Agreement;
- d) discontinuance of a claim by any individual Claimant;
- e) Slater & Gordon's cooperation with other firms;
- f) strategy generally;
- g) the commencement and conduct of settlement negotiations;
- h) the acceptance and making of offers to settle;
- i) the commencement or response to an appeal of any interim or final order in the Claim; and
- j) any other matters or decisions reasonably required to be made by the Claimant Committee in connection with the Proceedings.

5.5 In relation to all matters other than the acceptance and making of offers to settle, the Claimants acknowledge business of the Claimant Committee will be resolved by a Majority of Committee Members voting. In the event of a tied vote the Chairman shall have the casting vote.

5.6 In relation to the acceptance and making of offers to settle and the operation of Clause 7 (Settlement and Distribution of Global Damages Clause) the Claimants acknowledge that the decision of the Claimant Committee must be made by a Majority of Committee Members voting and no vote in favour of the acceptance or making of an offer shall be passed unless Counsel advises it to be in the best interests of the Claimants as a whole.

5.7 In addition, the Claimant Committee will:

- a) act as the Claimants' representatives to Slater & Gordon in relation to the Proceedings;
- b) ensure that Slater & Gordon report to the Claimants from time to time on the progress of the Proceedings;

- c) ensure that Slater & Gordon report to Funders and ATE Insurers (as appropriate) in accordance with the requirements set out in the Litigation Funding, Indemnities and policies (each as applicable);
 - d) take any actions anticipated to be taken by the Claimants under any Litigation Funding and Adverse Costs Protection;
 - e) approve Slater & Gordon's accumulating work in progress/time costs incurred; the Claimant Committee may appoint an independent costs draftsman to assist them in this respect (the cost of which shall be considered Generic Costs) and is entitled to rely on his or her advice;
 - f) upon Slater & Gordon submitting to the Claimant Committee an account of the time costs they have incurred for approval on request, the Claimant Committee will be entitled to satisfy itself as to the reasonableness of the time incurred; and
 - g) give instructions as to the distribution of Claim Proceeds to the Claimants.
- 5.8 The Claimants agree that as a matter of practicality the level of detail of Slater & Gordon's reports to the Claimants under clause 5.7(b) above must be restricted because of the risk that they may be passed to the Defendants.
- 5.9 The Claimant Committee will at all times act in accordance with the terms of this Agreement and use its reasonable endeavours to act in the best interests of the Claimants as a group.
- 5.10 Subject to clause 5.9 above, and subject to a member of the Claimant Committee breaching his or her duties under a separate confidentiality agreement that each must sign pursuant to clause 5.3(b), no member of the Claimant Committee shall be liable to the Claimants (or any of them individually) for his or its own acts, neglects or defaults or for any loss to the Claimants incurred in connection with his role as a Committee Member, unless caused through his own fraud or dishonesty.
- 5.11 No Committee Member shall be liable for the acts, neglects or defaults of any other Committee Member.
- 5.12 The Committee Members shall be indemnified by the Claimants against any costs, losses or Disbursements to which they may become liable as a result of the proper exercise of their duties as Committee Members.
- 5.13 The Claimants agree that the Committee Members shall be entitled only to reimbursement of their reasonable Disbursements.

6. AUTHORITY OF THE CLAIMANT COMMITTEE

- 6.1 Subject to the provisions of this Agreement, each Claimant appoints the Claimant Committee to be his, her or its agents in relation to the Proceedings and confirms that the Claimant Committee may execute documents on its behalf and/or give instructions to Slater & Gordon in relation to the conduct of the Claims, including without limitation:
- a) discontinuance by all Claimants, or any one or more of them;
 - b) the entry into and conduct of settlement negotiations;
 - c) the acceptance and making of offers to settle (including for the avoidance of doubt the acceptance and making of offers in accordance with Clause 7 (Settlement and Distribution of Global Damages Clause) and the acceptance of making of offers to

settle not only the claims in the Proceedings but also to enter an agreement in full and final settlement of all claims the Claimants may have against the Defendants);

- d) the instruction of Counsel, experts and the incurring of any other third party liability that Slater & Gordon advise is necessary for the conduct of the Proceedings;
- e) any discussions regarding Litigation Funding and Adverse Costs Protection;
- f) the execution, termination or amendment of any Litigation Funding, Priorities Agreement and Adverse Costs Protection including, but not limited to, any related costs, fees and Disbursements, which will be borne by all Claimants in addition to any Costs payable under the terms of the CFA.
- g) the execution of the CFA (if any Claimant has not already entered into the CFA);
- h) the negotiation of new terms under which Slater & Gordon will act including in particular the negotiation of any subsequent CFA agreement and the execution of such;
- i) strategy generally; and
- j) that the Claimant Committee may do any ancillary necessary act and execute any ancillary necessary document.

6.2 The Claimants agree further to ratify and to confirm anything the Claimant Committee does or executes on their behalf in relation to the Proceedings in the proper execution of its role.

7. SETTLEMENT AND DISTRIBUTION OF CLAIM PROCEEDS CLAUSE

7.1 The Claimants recognise that if there are negotiations to settle the Proceedings with the Defendants, it is highly likely that any offers made will be on a global basis. The Claimants specifically authorise the Claimant Committee to solicit offers on a global basis and to allocate and distribute the Claim Proceeds, subject to the terms of any Priorities Agreement and clause 7.5 below, by reference to the amounts claimed or by any other method which Counsel advises is an appropriate method of determining a global settlement of damages. The Claimant Committee has discretion to decide which of these methods (and/or a combination of them) is most appropriate.

7.2 In giving this authority, the Claimants appreciate that the effect of this Settlement and Distribution of Global Damages Clause' is that no detailed account will be taken of the individual merits or demerits of individual Claimants' cases (if any) and accept that adjudicating between individual Claimants' cases would be disproportionately expensive and burdensome.

7.3 The Claimants agree that the distribution of any Claim Proceeds may be effected though the instruction of a class action claims administrator (an '**Administrator**'), who may be instructed to distribute the Claim Proceeds in accordance with an agreed formula. The Administrator is intended to be Slater & Gordon. The costs of distributing the Claim Proceeds will be paid out of the Claim Proceeds.

7.4 It is expressly understood by the Claimants that it is not possible at this stage to predict with accuracy how the Court may determine how Damages should be calculated.

- 7.5 Any Committee Member may require the decision of the Claimant Committee under Clause 7 (Settlement and Distribution of Global Damages Clause) to be referred prospectively to arbitration in accordance with clause 7.6 below. The Claimant Committee will then instruct Slater & Gordon to prepare a submission to an arbitrator (the '**Distribution Arbitrator**') which sets out the background and the factors influencing the Claimant Committee's decision. The Distribution Arbitrator shall be a retired High Court Judge, to be nominated by the Claimant Committee on the advice of Slater & Gordon and, in the absence of a nomination, to be nominated by the Chairman for the time being of the Chancery Bar Association.
- 7.6 The submission to the Distribution Arbitrator will include the following instructions:
- a) This matter is being referred to arbitration because the Claimant Committee appointed by the Claimants in the proposed the WEIF Group Litigation either disagrees as to what is the correct and fair manner to distribute the Claim Proceeds between the Claimants or because they wish to be reassured that the method of distribution of the Claim Proceeds they agree between them is appropriate;
 - b) The proposed the WEIF Group Litigation is conducted subject to a Litigation Management Agreement which contains a "Declaration of Common Purpose" which provides that if there is a settlement before trial, the Claimants understand that no detailed account will be taken of the individual merits or demerits of individual Claimants' cases (if any) and accept that adjudicating between individual Claimants' cases would be disproportionately expensive and burdensome, so that the overriding policy will be to treat Claimants equally. The Declaration of Common Purpose provides further that the Claimants nevertheless accept that in order to achieve rough fairness with the Claimant group it may be necessary to distinguish between different categories of Claimant;
 - c) At the outset, it is not clear what factors will be relevant to the distribution of global damages but it is anticipated that the Claimants may instruct an Administrator to assist in the distribution of a payment in settlement of global damages and that the each Claimant would be required to apply to the Administrator to prove their entitlement to a share in the Claim Proceeds;
 - d) In reaching his or her determination, the arbitrator is asked to bear in mind the principles underlying the LMA and the additional cost and complexity that may flow from distinguishing between different groups of Claimants.
- 7.7 The Distribution Arbitrator's decision will be binding on all Claimants, so that no Claimant may subsequently challenge it.
- 7.8 The costs of instructing the Distribution Arbitrator and of the Distribution Arbitrator shall be paid out of the Claim Proceeds before distribution.

8. APPLICATION OF CLAIM PROCEEDS

- 8.1 The Claimants agree that the Claim Proceeds shall be paid out in accordance with the CFA and any Priorities Agreement that may be entered into.

9. EXECUTION BY SLATER & GORDON

- 9.1 In making this Agreement available for signature, Slater & Gordon have given its agreement to its terms. In addition, Slater & Gordon will execute a single copy of the Agreement and such execution shall be evidence of Slater & Gordon's agreement with every Claimant who agrees to this Agreement.

10. **YOUR RIGHT TO CANCEL**

- 10.1 Each Claimant which is not a business but claims as an individual consumer is entitled to cancel this Agreement without incurring any liability to Slater & Gordon or the other Claimants at any time until the expiry of the fourteenth day after the day on which that Claimant agrees to enter into this Agreement. If you wish to cancel the Agreement, then you must notify Slater & Gordon of your wish to do so in accordance with the Notice of the Right to Cancel included at the end of the CFA.

11. **TERMINATION**

- 11.1 Please see **"What happens when this agreement ends before your claim for damages ends?"** in the CFA.
- 11.2 After any statutory cancellation period a Claimant who wishes to discontinue his claim prior to being joined to the Proceedings but after the cancellation period may only do so with the permission of the Claimant Committee and subject to the terms of the CFA.
- 11.3 In addition to requiring the permission of the Claimant Committee, a Claimant may, as a consequence of the provisions of Part 38 of the Civil Procedure Rules, be able to withdraw only with the permission of his, her or its fellow Claimants or with the permission of the court. The normal position is that a discontinuing Claimant is ordered by the court to pay a share of the Defendants' costs up to the date of discontinuance. Any such court payment would be the sole responsibility of the discontinuing Claimant. It is very unlikely that the payment under any such court order would be covered by the ATE Insurance.
- a) In addition, if a Claimant is permitted by the Claimant Committee to discontinue prior to the resolution of the Proceedings, that Claimant agrees to pay: his, her or its Proportionate Share of the costs incurred up to the date of discontinuance; and
- b) the costs of Slater & Gordon associated with his, her or its discontinuance, including the cost of any application to discontinue.
- This is a necessary protection for the Claimants as a whole, as each individual claimant's Proportionate Share will rise if other Claimants discontinue, and as the group itself will be negatively affected by any instability within the Claimant group.
- 11.5 The same cost consequences will apply to any Obstructive Claimant (as defined in clause 12.5(c) below) whose Claim is required to be discontinued under Clause 12.5 below.
- 11.6 If any Claimant ceases to be a party to this Agreement, the obligations contained in this Agreement shall remain in full force and effect in relation to the departing Claimant's liabilities for Claimants' and Defendants' costs incurred up to the end of the calendar month in which the departing Claimant ceases to be a party to this Agreement.
- 11.7 In the event of one or more Claimants ceasing to be a party to this Agreement for any reason it is further agreed that the obligations of the remaining Claimants to one another will continue in all respects.
- 11.8 Any Claimant who is found to have brought a fraudulent claim (a "Fraudulent Claimant") or a fundamentally dishonest Claim risks having this reported to the police and being subject to a criminal prosecution. In the event that it is established that a claim is

fundamentally dishonest or fraudulent the consequences are set out in the CFA and Initial Advice.

12. GENERAL MATTERS

- 12.1 A Claimant is a Claimant only if he or she has accepted the Claimant Agreements. A partial completion of the registration process will not result in becoming a Claimant. Following acceptance of the Claimant Agreements, it will be the responsibility of each Claimant to check in due course that their name appears on the Group Register and Slater & Gordon will accept no liability to any person who believes that they are a Claimant but does not appear on the Group Register.
- 12.2 The Claimants accept that they are responsible for the accuracy of the information they supply to Slater & Gordon and for the consequences of it being inaccurate. In particular, each Claimant is responsible for ensuring that the information supplied as to the investment is accurate. Slater & Gordon has no duty to the Claimants to check the accuracy of the information supplied.
- 12.3 The Claimants will each act in good faith in applying the Claimant Agreements in accordance with the common objective of managing and pursuing the Proceedings to obtain maximum possible Damages overall and to share costs liabilities in accordance with the principles apparent from the Claimant Agreements.
- 12.4 The Claimants accept that in joining the Proceedings they are joining a group of Claimants who are collectively pursuing a claim that is suitable to be run as group litigation. In doing so, they gain the advantages of economies of scale and access to funding but Slater & Gordon is not advising any Claimant on whether they have alternative causes of action in respect of their investments in the Fund.
- 12.5 The Claimants will respond promptly to communications from the Claimant Committee and Slater & Gordon, and will provide all possible assistance to Slater & Gordon in connection with the Claim, including as to:
 - a) the signing of Authority Documents and any further letters of authority that may be required;
 - b) the disclosure of documents and data; and
 - c) the drafting of witness statements, recognising that if they do not, they will damage their case and those of their fellow Claimants.

Because of the importance to all of the Claimants of cooperation, if in Slater & Gordon's reasonable opinion any Claimant has persistently failed so unreasonably to comply with requests for cooperation that they are obstructing the efficient progress of the Proceedings (an "**Obstructive Claimant**"), Slater & Gordon may ask the Claimant Committee to instruct them to take steps formally to discontinue the claim of any Obstructive Claimant, with the consequences described at clause 11.4 above, and all Claimants accept that if they become an Obstructive Claimant, the authority they have given to the Claimant Committee will extend to the Claimant Committee being empowered to require an Obstructive Claimant's Claim to be discontinued.

- 12.6 The Claimants will keep this Agreement and its terms confidential unless required by the Court to disclose it in the Proceedings or for the purpose of determining a dispute pursuant to clauses 7 or clause 12.7.
- 12.7 This Agreement shall be governed by the laws of England and Wales and the Claimants agree to submit any dispute other than in relation to Clause 7 (Settlement and Distribution of Global Damages Clause in connection with or arising from this Agreement to arbitration by a Queen's Counsel or retired High Court Judge to be nominated by the Claimant Committee and in the absence of such nomination to be nominated by the Chairman for the time being of the Chancery Bar Association. In the event that an issue is referred to arbitration, the arbitrator's decision will be binding on all Claimants, so that no Claimant may subsequently challenge it.
- 12.8 All notices, documents, consents, approvals, or other communications (a "**Notice**") to be given hereunder shall be in writing and shall be transmitted by first class post, or by facsimile or other electronic means in a form generating a record copy to the party being served at their usual place of residence or place of business. Any Notice sent by mail shall be deemed to have been duly served two working days after the date of posting. Any Notice sent by facsimile or other electronic means shall be deemed to have been duly served at the time of transmission (if transmitted before 4.30pm on a business day and if not so transmitted then at 9am on the next business day after which the transmission as made).

e) SCHEDULE 1

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless otherwise provided:

"Adverse Costs"	means that portion of the Defendants' Costs incurred in relation to the Proceedings that is ordered by the court or agreed between the parties to be paid by you to any Defendants or their Affiliates.
"Adverse Costs Protection"	means ATE Insurance and/or the Indemnity as Applicable.
"Affiliate"	means in relation to a specified person, any person who controls, or is controlled by, or who is under common control with, or who is under common influence, or has a close connection with, that specified person.
"ATE Insurance"	means any contract of insurance between you and the ATE Insurer to cover certain liabilities of yours in respect of the Claim, including (without limitation) Adverse Costs and certain Disbursements.
"ATE Insurer"	means such provider of after-the-event insurance approved by us and the Claimant Committee.
"CFA"	means a Conditional Fee Agreement under sections 58 and 58A of the Courts and Legal Services Act 1990 and the Conditional Fee Agreements Regulations 2013.
"CFA Regulations"	means the Conditional Fee Agreements Regulations 2013.
"The Claim"	Your claim for compensation ("Damages") as defined in your CFA.
"Claimant Agreements"	means this CFA, the Authority Document, the LMA, the Terms of Business, the Privacy Notice, the Litigation Funding agreement (when entered into), any Adverse Costs Protection agreement (when entered into), the Priorities Agreement (when entered into) and any other documentation entered into by agreement with the Claimant Committee which relates to the Claim;
"Claimant Committee"	Has the meaning given to that term in the LMA, being the committee of claimants appointed to give instructions on the Proceedings and other matters

relating to the Proceedings (including the contractual relationship between you, Slater & Gordon, any ATE Insurer and any Funder) on behalf of the whole group of Claimants.

"Claim Proceeds"

means any sums due and payable to you in connection with the Claim, including payments made under any Settlement agreement, any Damages, any interim recoveries of monies you may receive, amounts pursuant to Adverse Costs Protection, Recovered Costs and/or from any other third party.

"Counsel Fees"

means fees charged by Counsel (barristers) engaged by us to advise, settle documents, appear at court hearings on your behalf and to perform any other task typically performed by barristers;

"Damages"

means all amounts of money or the value of any goods, services or benefits, recovered or received by you as a result of Success in the Proceedings and/or Settlement (including without limitation), and shall include statutory and other interest and be the gross amount prior to any set-off other than within the Proceedings or counterclaim exercised by the Defendants or prior to any deduction for taxes. Under this contract, Damages shall exclude Recovered Costs;

"Defendant(s)"

Means Link Fund Solutions Limited ("**Link**") and/or Hargreaves Lansdown Asset Management Ltd and/or any other person and/or entity against whom Slater and Gordon and the Claimant Committee formed by this Agreement advise to litigate and any other party against whom you issue proceedings in this Claim or in claims heard with this Claim, or any one or more of them;

"Disbursements"

means any expenses or disbursements that are incurred on your behalf in connection with the Proceedings. Examples of Disbursements include expert's fees, photocopying and courier's charges, some types of marketing/PR fees, portal administration fee and court fees as well as payment to others for establishing a data room or electronic bundling systems and bank fees. For the avoidance of doubt, Disbursements do not include any costs, expenses or premiums in relation to the Litigation Funding, the Adverse Costs Protection, our Fees.

"Fees"

means the legal fees (our "Basic Charges" and "Success Fee") we charge for time we spend on the Claim. Our

hourly charging rates are set out in the CFA.

"Funder"

means the provider of any Litigation Funding, which may be a member of the same group as companies as Slater & Gordon.

"Indemnity"

means any indemnity provided to you by a Funder to cover certain liabilities of yours in respect of the Claim, including Adverse Costs and certain Disbursements.

"Litigation Funding "

means any funding agreement between any Funder and Slater & Gordon (or Claimant, as appropriate) under which the Funder has, subject to the terms of that agreement, agreed to pay certain Fees, Disbursements (including Counsel Fees) and other amounts incurred by us in connection with the Proceedings.

"Priorities Agreement"

means an intercreditor agreement to be entered into between (inter alia) Slater & Gordon and any Funder and ATE Insurer (as appropriate), approved and executed by the Claimant Committee on behalf of the Claimants.

"Proceedings"

means any legal proceedings, mediation or other steps taken in contemplation of such legal proceedings or mediation issued by or taken over by you in relation to the Claim, including all forms of

alternative dispute resolution and whether proposed to be conducted in England and Wales or in any other jurisdiction.

"Recovered Costs"

means all amounts paid or payable to you or us, or any person on their behalf, by the Defendants (or any related party) on account of:

- (a) our Fees;
- (b) Disbursements (including Counsel Fees),

or, if a Settlement is agreed that fails to allocate the amount of the Settlement or compromise to such items, an amount equal to an order for Recovered Costs that a court might reasonably have been expected to make in the Claim as determined by Counsel, acting reasonably, or by an experienced costs lawyer or agreed between the parties.

"Settlement"

means an agreement between you and any Defendants in settlement of the Claim, whether in the Proceedings or otherwise. This shall include any waiver or compromise of the Proceedings against any one of the Defendants.

"Shortfall"

means the difference between your costs liability and the Recovered Costs (excluding any ATE insurance Premium).

"SRA Accounts Rules"

means the Solicitors Regulation Authority's rules that set out the requirements applicable to firms authorised by the Solicitors Regulation Authority which receive or deal with money belonging to clients, including trust money or money held on behalf of third parties.

"Success Fee"

means the uplift in our Basic Charges should the Claim end in Success in the Proceedings as defined in the CFA.

"Success in the Proceedings"

means your claim is finally decided in your favour, whether by a court decision or Settlement or in any way that means you derive benefit from pursuing the Claim.

"Finally" means that the Defendants:-

- (a) are not allowed to appeal against the court decision or Settlement;
- (b) have not appealed in time; and/or
- (c) have lost my appeal.

"Terms of Business"

means the Slater & Gordon terms of business delivered to you on or about the date of this Agreement, as the same may be updated from time to time and notified to the Claimant Committee.

CONFIDENTIAL & PRIVILEGED



Your Claim

How it works: Complaints Information

Complaints

We know that engaging with the legal system can be daunting and we strive to make the process as easy for you as possible. In doing so, we aim to provide you with the best possible service and your feedback is important to making sure we maintain those standards. If at any point are dissatisfied with how your claim is being handled, please let your file handler or their supervisor know. If necessary their supervisor will review your concerns and discuss them with you. Alternatively, if you would prefer to discuss the matter with someone other than their supervisor you can contact Client Services:

- By phone on 0800 740 8596;
- By email at clientservices@slaterguson.co.uk; or
- By post at: Client Care, Dempster Building, Atlantic Way, Liverpool, L3 4UU.

A copy of our full complaints procedure is available on our website www.slaterguson.co.uk and can be provided upon request.

In the unfortunate event that we are not able to resolve your concerns you may wish to contact the Legal Ombudsman (or the Financial Ombudsman if in respect of any **ATE** insurance policy). Full contact details for both organisations and relevant time frames are included in our enclosed Terms of Business and on our website. If your complaint is about your bill you may also have the right to apply to the Court for a review of the bill.

We are always seeking to improve the service we offer our clients and we will provide you with our client satisfaction survey at the end of your matter.

1 General

1.1 These Terms of Business together with any letter which we may send you confirming your appointment of us and outlining your matter ('Engagement Letter'), and if applicable any Authority Document, funding agreement (such as a Conditional Fee Agreement) document and any Litigation Management Agreement, are herein referred to as the 'Terms' and the Terms constitute the contract between you and Slater and Gordon Lawyers ('SandG'). In the case of any inconsistent or incompatible provisions, the Engagement Letter, Authority Document, Litigation Management Agreement and funding agreement documentation take precedence (In that order)

1.2 In these Terms 'SandG' or 'we' shall mean the law firm of Slater and Gordon UK Limited a company registered in England and Wales (0793191) with registered address at 58 Mosley Street, Manchester M2 3HZ, its associated companies and, in all relevant cases, any successor or assignee.

1.3 Slater and Gordon UK Limited is authorised and regulated by the Solicitors Regulation Authority ('SRA'). The SRA is the independent regulatory body of the Law Society of England and Wales, and operates within the regulatory framework of the Legal Services Act 2007 (and any subsequent amendments). Slater & Gordon UK Limited is authorised and regulated by the Financial Conduct Authority for insurance distribution activity

1.4 Slater and Gordon UK limited is part of a group of companies ('Group') whose ultimate parent company is Slater and Gordon UK Holdings Limited, a company registered in England and Wales (10977311) with registered address at 58 Mosley Street, Manchester M2 3HZ. Slater and Gordon UK Limited has a financial interest in group companies which may be regulated in a different way to us and which will affect the protections or type of recourse available to you. More information about our group can be found on our website or can be provided upon request. Our Group offers services which may be complimentary to your matter such as financial advice agency Adroit Financial Planning Ltd and use of MiCase Portal (owned by Slater and Gordon (UK) 1 Limited). Any relevant additional services will be notified to you to ensure you can make an informed decision as to whether you wish to use their services.

1.5 The expressions 'you' or 'your' refer to you, our client.

1.6 We will carry out the Due Diligence checks referred to in the documents mentioned in clause 1.1. In the event that any of the relevant checks fail we reserve the right to terminate the contract/agreement with you and we will contact you to inform you of this.

1.7 These Terms are subject to change from time to time and are updated on our website at www.slatergordon.co.uk and are correct at the time of issue 12th October 2021.

2. Provision of Advice

2.1. Our advice on any matter is confidential and is provided for your benefit alone and solely for the purpose of the matter set out by us in the Engagement Letter. Save with our prior written consent it may not be relied upon for any other purpose or by any other person. Our duty of care is to you as our client and does not extend to any third party.

2.2 We are not responsible for advising (or not advising) on matters outside the scope of the Engagement Letter, or for advising on changes in the law after we have delivered our advice, or if you act or refrain from acting on the basis of any draft advice before it has been finalised. We will advise on the law in England and Wales only.

2.3 You are responsible for providing us in a timely manner with all instructions, information and documents that we require in order to advise you on your matter and to ensure that such information is, and remains, true and accurate in all material respects and is not misleading. Unless we agree otherwise, we will not check the accuracy or completeness of such information. You should not assume that information or documents which have previously been given to us on matters on which we have previously advised will be known to those instructed on a new matter.

2.4. If now, or at any time in the future, any matter upon which we act for you is the subject of contested proceedings, whether in the courts or other tribunals, you will almost certainly have to disclose documents, including electronic documents, relevant to the matter. You should ensure that you do not destroy or allow to be destroyed any documents that relate to such matter in any way as your position in such proceedings could be seriously compromised if you do so.

2.5. You are responsible for ensuring that you have all necessary rights to supply us with the information you provide and that our use of that information will not

infringe the rights of any third party or result in a breach of any law, rule or regulation.

2.6. To enable us to continue to advise you on your matter effectively you are obliged to inform us, within 7 days, of any changes to your name, address, e-mail address or telephone number.

3. Duty of Confidentiality

3.1. Unless otherwise authorised by you, we will keep confidential any information which we acquire about you, unless it is information which is already in the public domain or which is already lawfully in our possession at the time it is communicated by you to us or we are required to disclose any such information:

3.1.1. To our auditors, external assessors or other advisors or for the purposes of our professional indemnity insurance; or

3.1.2. By law or other regulatory authority to which we are subject;

3.1.3. To any third party under the terms of an arrangement, authorised by you, regarding the funding of our charges and disbursements.

3.1.4. To any third party to assist in the recovery of costs from your opponent.

Any such disclosure shall of course be conducted in confidence.

3.2. We have attained the Lexcel quality standard of the Law Society, as a result of which we are subject to periodic checks by outside assessors. This could mean that your file is selected for checking. We assume that we have your consent but, if you prefer to withhold consent please notify us in writing. All inspections are conducted in confidence.

3.3. If you or we engage other professional advisers to assist with a matter we will assume, unless you notify us otherwise, that we may disclose information to such other advisers as necessary.

3.4. We may from time to time outsource some of our

services, but only when it is cost effective to do so e.g. word processing/typing. We will assume, unless you notify us otherwise, that we may disclose information to such outsourcing agents as necessary. All of our outsourcing arrangements have express confidentiality agreements in place.

35. You acknowledge that we owe a duty of confidentiality to all our clients and, as a precondition to us acting for you, you agree that we shall have no duty to disclose to you information that we may learn or have learnt while acting on behalf of another client.

36. Under the principle of legal professional privilege, solicitor/client communications may enjoy special protection from later disclosure in litigation or in other circumstances. Legal professional privilege can be lost, and our advice is that you, and anyone else involved in matters with us or where you may need our advice, should treat all information and communications relating to those matters as confidential and avoid circulating those communications more widely than is necessary. If you are in any doubt about this please ask us for advice.

4. Conflicts of Interest

41. Solicitors must not act where there is a conflict of interest and must have systems to identify conflicts. Our conflict procedures help us fulfil our professional obligation not to act for one client in a matter where there is an actual (or significant risk of a) conflict with the interests of another client for whom we are already acting. We have procedures in place to ensure that conflict checks are carried out on every matter as soon as practicable so that if an issue arises it can be discussed with you and dealt with as soon as possible. If at any time you become aware of an actual or potential conflict of interest, please raise it with us immediately.

42. Where our professional rules allow, you agree that after we cease to act for you, we may act or continue to act for another client in circumstances where we hold information which is confidential to you and material to the engagement with that other client. We will not, however, disclose your confidential information to that other client.

5. Anti-Money Laundering Rules

51. In some areas of our work, in order to comply with the Money Laundering Regulations 2017 and the Proceeds of Crime Act 2002 (and any subsequent amendments) we are required to satisfy ourselves that we are not unwittingly involved in money laundering. The legislation is intended to provide a comprehensive system of client identification procedures, record keeping and mandatory reporting and provide a framework for our procedures.

52. To both satisfy our regulatory obligations and conduct our identification requirements, we will conduct an electronic verification of your identity. This process includes searching various data sets, including credit databases. We may additionally request you to provide evidence of your identity and address. When acting for a company or other organisation we will require evidence that the person providing instructions has the necessary authority to do so. It is important that you forward any requested evidence promptly, as we will not be able to act for you if we cannot comply with these obligations. We will retain copies of any identity documentation for at least five years.

53. From time to time we may require you to provide evidence of the identity of other connected parties so

that we may comply with our statutory obligations.

54. If we have reason to suspect that there is an attempt to launder money, or that you or any other party connected with you is involved in activities prescribed by the Proceeds of Crime Act 2002 (and any subsequent amendments), then we have a positive obligation to notify the National Crime Agency of our suspicions. You acknowledge, as a condition of these Terms, that this obligation will in certain circumstances override our duty of confidentiality. We may not be permitted to advise you whether or not we have made or might intend to make such a report. If we were to do so we would ourselves be committing a criminal offence. In such circumstances we may cease acting for you, or be instructed to do so by the relevant authorities, and we may not be able to communicate the reason for ceasing to act.

6. Client Money

61. It is a condition of these Terms that unless your contract specifies otherwise we are entitled to ask you to let us have money on account of costs to be incurred in the following weeks or months for both our fees and other disbursements.

62. Money held by us for you, whether on account or otherwise, will be held in a separate client bank account and administered according to the SRA Accounts Rules. You may be entitled to interest, details of which are available on request. In order to comply with our money laundering obligations, where a transaction does not complete we will repay monies held by us, for you, to you alone and not to any third party on your behalf.

63. As required by the SRA Accounts Rules, money held by us will be taken in payment or part payment of our bills within 14 days of the date of the bill, unless that money is held for any other purpose.

64. We do not accept any payment in cash. If you deposit cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

65. Where we make payment of money to you it will usually be by cheque sent in the ordinary post or an electronic funds transfer e.g. via the clearing house automated payment system (CHAPS). Whichever payment method is used we do not accept any responsibility or liability for any losses arising in respect of any interception, appropriation, misuse or delay in receipt. You authorise us to send any cheque in the ordinary post and, on posting, property and risk in the cheque will pass to you. As a security measure and for your protection we ask that you tell us your bank account number in addition to the account name for inclusion in any cheque. Money received in respect of compensation, will only be paid to you. We are not permitted to make a payment to another person on your behalf.

66. You may be asked to disclose the details of the source of any funds paid to us and failure to do so may lead to us being unable to continue to act for you or a delay in us completing the work.

67. We are happy to provide a copy of our interest policy on request. We will pay interest when it is fair and reasonable to do so in all the circumstances. We pay a fair and reasonable sum calculated over the whole period for which any money is held. We do not pay interest:

- On money held to pay a professional disbursement if there has been a request for delay in settlement;

- On money held for the Legal Aid Agency;
- On money that we have paid into a client account as an advance from the firm to fund a payment on behalf of a Recipient in excess of funds held for that Recipient;
- If we have agreed with a Recipient to contract out of our obligation to pay interest;
- On monies that we are instructed to hold outside a client account in a manner that does not attract interest, e.g. cash held in our safe; and
- Where the amount of interest, calculated in accordance with this policy, is less than £20.

6.8 The Financial Services Compensation Scheme (FSCS) is the compensation scheme for customers of UK authorised financial services firms. The Scheme can compensate customers if a firm has stopped trading or does not have enough assets to pay claims made against it. The current maximum protection is £85,000. The FSCS advises that any monies transferred from a bank account to a client account are treated for the purposes of the FSCS limit (£85,000) as being in your bank account where the funds originated from. If the bank fails, and you have transferred to your client account £85,000 and you hold monies in your accounts with the same bank then you will only be able to recover £85,000 in total as the FSCS limit is for an amount per individual not per account.

The FSCS also provides a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk. In the event of a bank failure you agree to us disclosing details to the FSCS

7. Professional Charges, Expenses and Disbursements

7.1. Save for where we have agreed a fixed fee, our basic charges are normally based on the time spent dealing with a matter. Time is recorded and charged on the basis of 6 minute units. Other factors may also be taken into account in accordance with Solicitors' Regulation Authority (SRA) requirements, for example, complexity, value, importance to the client and urgency. We may increase our rates if, for example, the matter becomes more complex than expected. Where appropriate and cost effective to do so, work may be carried out by a suitable qualified fee earner, subject to supervision, who is not a solicitor.

7.2. Our hourly rates are set out in your Engagement Letter or funding agreement documentation and vary according to the level of seniority and expertise of each fee earner. VAT will be added where applicable. Our rates are reviewed from time to time and if they alter you will be notified of any increases.

7.3. Where we have provided an estimate of our likely charges and expenses we will keep that estimate updated and will inform you if any unforeseen additional work becomes necessary and before any additional expenses are incurred (for example, due to unexpected difficulties or if your requirements or the circumstances significantly change). However, we cannot provide a guarantee that the final cost will not be greater than the estimate.

7.4. By instructing us, you are authorising us to incur such charges and disbursements as we consider reasonable and necessary. We do not propose to seek your authority before incurring each disbursement. In

some circumstances we may ask you to pay our charges and expenses before we commence work.

7.5. Disbursements are charges paid to external providers on your behalf and may include (although not an exhaustive list) the fees charged by Counsel and other experts, including medical experts, travel, couriers, court fees, search fees and stamp duty land tax. These items are charged at cost to you with VAT added where applicable.

7.6. By instructing us, you are authorising us to make any agreement with your opponent in respect of our professional charges and to appoint a third party as agent to recover such costs on your behalf. We do not propose to seek your authority before making any agreement with your opponent but please let us know if you would like us to do so.

7.7. We also reserve the right to charge for special bank transaction costs. VAT will be added where applicable.

7.8. We reserve the right to charge an administration and/or photocopying fee in the event that you or any person on your behalf requests the documents in our possession relating to your matter.

7.9. Certain employees are authorised to sign bills of costs on behalf of the firm. Electronic signatures may be used.

8. Payment

We may issue interim bills during the course of your matter and a final bill will be sent to you at the conclusion of your matter. Our bills should be paid within 14 days of issue (unless otherwise stated) and if payment is not made we reserve the right to suspend acting for you until full payment is received or decline to act for you further. If we cease acting for you we will render a final bill for any work carried out to that point.

8.1. If a bill remains unpaid for one month after the date of the bill, we reserve the right to charge interest on a daily basis until payment is made.

8.1.1. If you are a business purchasing our services the daily interest rate will be charged at a rate equal to 8% above the Bank of England base.

8.1.2. If you are an individual purchasing our services then the daily interest rate will be charged at a rate equal to 4% above the Bank of England base.

8.2. We will also be entitled to retain property belonging to you, together with our own papers relating to the matter, until all sums outstanding to us are paid.

8.3. We may require payment of sums on account of anticipated fees or disbursements. When we put these payments towards your bill we will send you a receipted bill. We will offset any payments on account against your final bill, but your total charges and expenses may be greater than any advanced payments.. We reserve the right to charge interest on any disbursements we pay on your behalf.

8.4. In order to comply with our money laundering obligations, other than the usual charges incurred in connection with a matter, we will not pay any sums to a third party on your behalf, whether from proceeds of sale or funds provided by you (unless those sums are held on trust for those third parties). You will be responsible for making any such payments yourself.

8.5. In accordance with your rights under the Solicitors' (Non-Contentious Business) Remuneration Order 2009 (and any subsequent amendments) and Sections 70, 71 and 72 of the Solicitors Act 1974 (and any subsequent amendments) you have the right to apply to the court to have your bill formally assessed by the court. In the first instance we would suggest you

use the S&G complaints process in order to try to resolve any areas of dispute.

86. We may send you interim bills with a statement of account detailing every bill which remains unpaid. You may also be contacted by our credit control team in relation to any unpaid bills which are older than 15 days.

87. We reserve the right to recover our costs incurred as a result of you not complying with our payment terms. These include charges for preparing and sending you reminder letters and the expense we incur in tracing you and enforcing our terms whether through the courts or not. These terms entitle us to recover from you any shortfall in costs arising following an assessment by the court.

88. We will send you a bill for our charges and expenses. Any query on a bill must be raised within 14 days of delivery and you should still promptly pay all other elements of the bill. If a bill is not paid within 30 days of the due date we may charge interest on the unpaid amount in accordance with sub-clauses 8.1.1 and 8.1.2 above.

9. Costs Recoverability in Criminal Litigation (where applicable)

91. Where applicable some of our services are supplied under the legal aid scheme. Magistrates Court and Crown Court legal aid is means tested. Most people on benefits and all persons under 18 years of age are eligible for legal aid. If you are eligible for Magistrates Court legal aid then you will pay no legal costs in relation to those proceedings. In the Crown Court if you have disposable income in excess of £37,500 per annum it is unlikely that you will qualify for legal aid. The rules and calculations of income are complex and we will guide you through the application process. If you are eligible for legal aid in the Crown Court then you may be liable to pay a contribution depending on your means which, in all but exceptional circumstances, will be refunded if you are found not guilty of all charges.

92. If the court refuse to grant legal aid, or if indeed you are not eligible for assistance under the legal aid scheme, we will be able to represent you on a privately paying basis. In the event that you are paying your own costs we will discuss our fees with you and provide you with a detailed estimate for each stage of the proceedings. If your case changes in any material respect then we will need to recalculate the costs estimate.

93. Recent legislation has made further changes to the eligibility of a successful defendant or appellant in criminal proceedings to recover costs incurred by them from central funds. Where recovery of such costs is available in the Magistrates Court it is capped at legal aid rates. In the Crown Court there is no entitlement to recover costs unless a legal aid application has been made and has been refused. In such circumstances the maximum that can be reclaimed will be limited to legal aid rates.

94. In the event that you plead guilty or are convicted of any matter, there may be compensation and/or prosecution costs to pay. Whether you will be ordered to pay prosecution costs depends on a number of factors and we will explain these more fully should the need arise.

10. Complaints

10.1 We aim to deliver a first class service every time and want your experience with Slater and Gordon to be a positive one. Sometimes things don't

go as expected though and we welcome complaints as an opportunity to review and improve our service. If something is wrong, we're committed to fairly and transparently investigating it in order to resolve matters to your satisfaction. Please raise any customer issues or service complaints, and we'll aim to resolve them as swiftly as possible for you. We have a comprehensive complaints procedure which is available on request or on our website.

10.2 In the first instance please contact the Supervisor of your matter. They will look to resolve your concerns within two days (excluding weekends) of you raising them. If they are unable to, you can formalise your complaint or speak with someone other than the Supervisor. Our Client Care team can record everything you're unhappy with and recommend the best solution for you.

You can contact the Client Care team by:

- Phone: 0800 740 8596
- Email: clientcare@slatergordon.co.uk
- Post: Slater and Gordon UK Limited, Dempster Building, 16 Atlantic Way, Liverpool, L3 4UU

10.3 How we aim to resolve your complaint:

- If you telephone us, we'll endeavour to resolve the issue in that call.
- If you email or write to us, or if your complaint can't be resolved in a call, we'll write back within two days (excluding weekends). We'll acknowledge receipt of your complaint, confirm who'll be investigating it and when they'll reply to you. Although the Legal Ombudsman Guidelines allow us eight weeks to resolve your complaint, you should hear from our investigator within 19 calendar days.
- If this initial investigation doesn't resolve your concerns, you can escalate your complaint to a Senior Manager or Senior Client Care member who will carry out a further investigation to provide you with our final response. It's important we address all your remaining issues and this can take time, but our aim is to respond within a further 21 calendar days.
- We'll always keep you updated about when you'll receive a reply.

10.4 If, after exhausting our escalation process, your complaint is not resolved to your satisfaction, or the eight week period has expired without our final response, you're entitled to refer your complaint to an Ombudsman Scheme or for Alternative Dispute Resolution (ADR). However, we'll always be happy to discuss your issues further if you wish to do so, prior to taking this step.

10.5 For complaints about our service, including billing issues, you may contact the Legal Ombudsman:

- Phone: 0300 555 0333
- Email: enquiries@legalombudsman.org.uk
- Post: Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9W

10.6 If your unresolved complaint relates to an insurance policy covering your case, you may contact the Financial Ombudsman Service:

- Phone: 0800 023 4567
- Email: complaint.info@financial-ombudsman.org.uk
- Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR

10.7 Alternative Dispute Resolution (ADR) is a form of

mediation similar, but separate to, the Legal Ombudsman. Companies exist who may be competent to mediate in some disputes but you'd need to obtain our express prior permission to use such a company. This doesn't apply to contacting the Legal Ombudsman, which you can do at any time. You can find out more about ADR online.

10.8 The Legal Ombudsman aims to resolve complaints and assist clients and their solicitors to reach a mutual agreement. There are, however, time limits for submitting complaints to them. These time limits also apply for referrals to the Financial Ombudsman Service:

- Within six months of receiving our final response
- Eight weeks after lodging your complaint with us, if you haven't received our final response
- Within six years of the date of the act/omission if you haven't previously complained, or
- Three years from the date that you should've known you had a complaint to pursue and hadn't complained previously (if the act/omission occurred more than six years ago).
- The Legal Ombudsman won't accept complaints where the act or omission or date of awareness was before 6 October 2010.

If your complaint is about your bill, you may have a right to apply to the court for an assessment under Part III of the Solicitors Act 1974. There are strict time limits applicable and you may wish to seek independent legal advice:

- Within one month from the date of invoice you have an unconditional right to a detailed assessment
- After one month the Court may impose restrictions
- After one year from the invoice date, you will lose the right to a detailed assessment, except in special circumstances.
- The Legal Ombudsman may not consider a complaint about a bill if you have applied to the court for such an assessment.

11 Termination and Notice of the Right to Cancel

11.1 You may terminate our instructions in writing at any time by writing to the person dealing with your matter but we will be entitled to keep all your papers and documents while there is money owing to us for our costs and the provisions set out in the Funding Agreement (Contract) will apply to any notice of cancellation received by us from you.

11.2 We may decide to stop acting for you only with good reason, for example, if you do not pay a bill, if you provide us with misleading information, or if you act in an abusive or offensive manner. We will give you reasonable notice in any situation where we will be ceasing to act for you.

11.3. If you, or we, decide that we will no longer act for you, we will charge you for the work we have done and, where appropriate, will charge fees and disbursements incurred in transferring the matter to another adviser if you so request. Please note that we will not (to the extent permitted by the applicable rules of professional conduct) release your papers or property to you or any third party until you have paid all outstanding charges.

11.4. Should you decide to cancel your instructions with us and your matter is funded by legal aid then we

have a duty to make you aware that there would be potential difficulties in re-applying for legal aid for the same issue if the contract is terminated.

11.5. Notice of the right to Cancel - If you have not attended our offices in person and have instead been visited in your home or place of work by a solicitor or agent on our behalf, and have entered into an agreement for our services, then you have a right (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) to cancel that agreement within 14 days from the date of first instructing us, without any charge being made by us. You must give us notice in writing, either by post or electronically, or alternatively by sending us the cancellation notice slip which is enclosed with the Engagement Letter (where applicable). The notice of cancellation will be deemed as having been served on us as soon as it has been posted, or sent electronically. Please note that if you agree in writing that we should undertake work on your behalf before the end of the cancellation period, then even if you cancel your agreement with us you will still be required to pay for services supplied before the cancellation date

11.6 If you have instructed us using a form of 'distance communication' such as telephone or email then you have (under the 2013 Regulations referred to in clause 11.5) a right to cancel the agreement and withdraw your instructions within 14 days from first instructing us without any charge being made by us. You must give us notice in writing, either by post or electronically. The notice of cancellation will be deemed as having been served on us as soon as it has been posted, or sent electronically.

Please note that your right to cancel does not apply if we undertake work on your behalf with your prior consent, within the 14 day period.

12. Limitation of Liability

12.1 All correspondence and other communications sent to you in the performance of our services shall for all purposes be assumed to have been sent on behalf of SandG. Any liability arising out of these Terms, or otherwise arising out of or related to the performance of our services, shall be a liability of SandG and not of an employee, member or consultant of SandG. Accordingly, you agree that by engaging us you will not bring any claim arising out of or in connection with our engagement personally against any individual employee, member or consultant of SandG. This restriction will not operate to limit or exclude the liability of SandG.

12.2 Subject to clause 12.7, we shall have no liability to any parties except you and any third parties to whom our advice is expressly addressed.

12.3 Subject to clause 12.7, our liability for losses arising out of, or in connection with, our retainer (including legal costs you incur in pursuing recovery of the losses, and including interest) shall be limited to the sum of £3 million in respect of any claim against us. In defining what a claim is for the purposes of this clause, all claims against us arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions, and all claims against us arising from one matter or transaction, shall be regarded as one claim.

12.4 Subject to clause 12.7, 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 fairly 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.

12.5 We could be affected by any limitation or exclusion of liability which you agree with another of your advisers or any other third party in connection with a matter on which we are acting for you. This is because such a limitation or exclusion of liability might also operate to limit the amount which we could recover from that other person, for example by way of contribution. Subject to clause 12.7, you agree that we shall not be liable to you for any increased amount thereby payable by us, or for any amount which we would have been entitled to recover from another of your advisers or other third party by way of indemnity, contribution or otherwise, but are unable to recover because of that limitation or exclusion of liability.

12.6 Subject to clause 12.7, if there is another adviser or person who is liable (or potentially liable) to you in respect of the same loss as you claim from us then you will at our request join that person in any proceedings brought against us as soon as reasonably practicable following our request. This is subject to any legal prohibition against your joining them in that way.

12.7 Nothing in these Terms of Business excludes or restricts:

- Liability below the minimum level of cover required by the SRA Indemnity Insurance Rules from time to time. The amount of such minimum level of cover as at the time of issue of these Terms (see 1.7 above) was £3 million for an LLP or limited company;
- Liability for death or personal injury caused by breach of duty;
- Liability for losses caused by the fraud, dishonesty, wilful default or reckless disregard of professional obligations committed by any partner or member of staff within the course of practice or from liabilities which cannot be limited or excluded by law or by rules of professional conduct in force from time to time;
- Liability for losses caused when acting for you in a 'contentious business agreement' within the meaning of section 87 of the Solicitors Act 1974.

12.8 We believe the limitations on our liability we have set out are reasonable having regard to the likely level of the loss we would cause to you in the event that we incur a liability to you, and the availability and cost of professional indemnity insurance and possible changes in its availability and cost in the future. But should you consider them inappropriate we invite you to discuss the limits with us and we will then investigate the options with you, including the option of providing further cover at additional cost.

13. Intellectual Property Rights

13.1. We retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing our services (including knowhow and working materials as well as final documents). We grant you a non-exclusive, non-transferable, non-sub licensable license to use such documents or other works solely for the purpose of your matter. If you do not pay us in full in accordance with your obligations we may, on giving you notice, revoke the license and only re-grant it to you once full payment has been made.

13.2. We may retain, for our subsequent use, a copy of the advice or opinion of any barrister or other third party obtained in the course of providing the services. If we

retain a copy of any such advice or opinion we will take all reasonable steps to conceal information which might reasonably enable you to be identified.

14. Storage of Papers and Documents

14.1. We normally keep our file of papers (except for any of your papers that you ask to be returned to you) for at least seven years, but we reserve the right to destroy a file at any time. We keep the file on the understanding that we have the authority to destroy it six years after the date of the final bill we send you for the matter. We will not destroy documents you ask us to deposit in safe custody, but we may send them to you for your retention.

14.2. If you request the return of your file or its transfer to a third party at any time within five years of completion of your matter then, in order to ensure our compliance with the money laundering legislation, we will make and retain a copy of your file. Upon such a request we may charge for time spent retrieving or delivering papers and documents and for any reading, copying, correspondence or other work necessary to comply with your request.

15. Data Protection and Electronic Communication

15.1 We comply with the requirements of the Data Protection Act 2018 and the EU General Data Protection Regulation. A copy of our Privacy Policy which sets out how we collect, process and store your personal information, is included in this pack. It also sets out your rights in respect of your personal information we process. We may conduct some or all of our communication and send documents, including bills, by email. However, email is not fully secure, may be intercepted by third parties, and may not always reach its intended recipient. Where necessary, you should follow up all important communications with a phone call, fax or printed copy by post. If you do not wish us to use email please let us know.

15.2 We shall use reasonable endeavours to ensure that emails we send are free from viruses and any other materials that may cause harm to any computer system. You undertake to act likewise with any email you send to us. We may monitor emails to investigate unauthorised use of our email system, or for any other purpose permitted by law. As a result, we may collect personal information about the senders and/or recipients of the email or which is contained in the email.

15.3 We may use the personal information that you provide us, or which we obtain through our dealings with you, for the provision of our services to you and for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.

15.4. If you are responsible for your fees, we may need to conduct a search with credit reference and fraud prevention agencies who may consult the electoral roll. These agencies will provide us with personal data and may make a record of this search. By instructing us you consent to us undertaking this search and authorise such agencies to disclose such information to us. If you do not wish us to do this you must let us know in writing.

16. Professional Indemnity Insurance

16.1. We maintain professional indemnity insurance in accordance with the requirements of the Solicitors Regulation Authority. Details of the insurers and territorial coverage are available for inspection at our registered office.

17. Tax Advice

17.1. Unless you specifically instruct us to advise on tax planning, the advice we give will not include any consideration of, or advice concerning, the taxation implications or consequences of any course, or alternative course, of action and we will not be liable for any loss or disadvantage that may arise from the tax consequences of any matter.

17.2. If you do specifically instruct us to advise on tax planning we will provide you with a separate estimate. We may be required by law to notify HM Revenue & Customs with details of any tax planning you receive, even though we have not ourselves provided you with the tax planning advice.

18. Regulation

18.1 Slater and Gordon UK Limited is authorised and regulated by the Solicitors' Regulation Authority (no 591058). The Solicitors Regulation Authority is the independent regulatory body of the Law Society of England and Wales, and operates within the regulatory framework of the Legal Services Act 2007 (and any subsequent amendments).

18.2 Slater and Gordon UK Limited is authorised and regulated by the Financial Conduct Authority ('FCA') for the purpose of insurance distribution activities (broadly, advising on, selling and the administration of insurance contracts), and we are included on a register maintained by the FCA. This register can be accessed via the FCA website (<http://www.fca.org.uk/firms/systems-reporting/register/>). The FCA is an independent body which operates under the Financial Services Act 2012 (and any subsequent amendments).

19. Equal Treatment

19.1 We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. In accordance with the Equality Act 2010 (and any subsequent amendments) we will not discriminate in the way we provide our services on the grounds of sex (including gender reassignment), marital status, sexual orientation, disability, race, colour, religion, age, nationality or ethnic or national origins.

20. Rights of Third Parties

20.1 Nothing in these Terms confers any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999 (and any subsequent amendments) and we shall not be liable to any third party for any advice or service we provide to you unless otherwise agreed in writing by a member. We may vary these Terms without the consent of any third party.

21. Severability and Good Faith

21.1 If any part of these Terms is held to be illegal, invalid or otherwise unenforceable then that provision shall, to the extent necessary, be severed and shall be ineffective but the remaining terms will continue in force and effect.

22. Non-Waiver

22.1 Any failure by SandG to insist upon strict performance

of any of the Terms, or any failure or delay by SandG to exercise any rights or remedies whether under the Terms and/or at law or otherwise, shall not be deemed a waiver of any right of SandG to insist upon the strict performance of the Terms or of any of its rights or remedies as to any default under the Terms.

23. Cyber Crime Alert

23.1 Please be aware that we never send out important business information, such as our bank account details by email. Always speak to the lawyer dealing with your matter before transferring any money and be aware that a phishing email may contain a fraudulent telephone number for us. Accordingly, if you receive any communications confirming our bank account details or suggesting that our bank account details have changed, please contact us immediately via the number on our website or headed notepaper. Slater and Gordon will not accept any responsibility if you transfer any money into an incorrect bank account where you have acted on information which has not been provided by us.

23.2 Also we will not ask you to advise of your bank account details by email. If you intend to inform us of your bank account details or change them at any point during the transaction, please advise us by telephone, post, fax or ideally in person rather than by email.

23.3 Please also be vigilant and ensure caution is exercised when opening any emails, attachments or links and when responding to any requests for personal or financial information which purport to come from us.

23.4 Finally we advise you in the strongest terms to ensure that you have up to date and effective security software operating on your computer, ensuring that your passwords are changed periodically, kept secure and not passed to other persons who are not authorised users of your computer system. This advice is highly pertinent in relation to your email server.

24. Electronic Communications

24.1 You warrant that any electronic signature you provide to enter into these Terms of Business, the Engagement Letter and/or any funding agreement documentation is authentic to you and confirms the authenticity of both your signature and these Terms. Your signature is the means by which you consent to these Terms. You also agree that at our request you will co-operate with us by providing such certification as we may ask to verify the authenticity of your electronic signature, the Terms and your consent.

25. Governing Law and Jurisdiction

13 25.1 These Terms and any dispute between us shall be governed by, and construed in accordance with, the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

Slater and Gordon Insurance Services: Statement of Demands and Needs

After the Event (ATE) Insurance Services - Introduction

Naturally we very much hope that you will win your claim. However, some claims do fail and even on some winning cases there may be costs to pay.

In the absence of any other alternative funding we recommend that you take out a policy of insurance which will protect you (provided you have complied with your agreement with us and the terms of any insurance policy) against the following risks:

1. On losing cases an After the Event ("ATE") insurance policy is there to help protect you against the risk that you might have to pay the following costs:
 - any expenses (disbursements) spent on your behalf;
 - the fees of any barrister who does not act on a no win no fee basis; or
 - the Defendants legal costs (Adverse Costs).
2. On winning cases, the ATE Insurance policy is there to help protect you against the risk of having to pay any of the above in respect of:
 - the costs of interim court hearings; or
 - not achieving a better result at trial than a Defendant's previous offer

The cost of the ATE policy is called the insurance premium. The insurance premium amount is either fixed or linked to the stage of the litigation process or the level of compensation we are able to secure for you. If known at this stage, details of the policy we will offer you, premium amount and the policy cover limit are set out in your Retainer Pack/Funding Agreement.

ATE Insurance Services for Group Litigation Claimants

If your claim is part of a Group Litigation the ATE recommendation will usually be made to and agreed by a Claimant Committee rather than directly to you as an individual Claimant.

Given the ordinary risks associated with the litigation process, Slater and Gordon's policy is to secure suitable insurance or another form of indemnity for any Group Litigation Claimant(s). However, as a Group Litigation Claimant, you may not require as much cover as detailed in the section above as the disbursements spent on your behalf would normally be covered by a litigation funder (also agreed by a Claimant Committee) rather than the ATE policy.

In addition, Group Litigation matters typically carry a lower risk that you would be liable to pay Adverse Costs on winning claims as a result of:

- having to pay costs of interim court hearings; or
- not achieving a better result at trial than a Defendant's previous offer.

Consequently, unless stated otherwise our recommendation is to not insure against these specific risks.

The right ATE policy for your Claim

We review the ATE insurance market periodically to ensure that clients have access to a policy which offers comprehensive cover you need for a reasonable premium. We are not contractually obliged to purchase insurance products from any provider and the policy we offer will be underwritten by an insurer with strong financial stability and products to cover complex risks.

An explanation of the policy we propose is included in the Insurance Product Information Document (IPID) or equivalent Insurance Policy documentation. The policy recommended to you by Slater and Gordon is suitable for your case, takes account of your best interests and has the following benefits:

The right level of cover

We will continually assess your matter as it progresses to ensure that the level of cover provided to you is sufficient to meet the risks in your case. We will advise you if your cover requirements change.

Deferred payment

For Successful Claims, so long as you have complied with your agreement with us and the terms of the insurance policy your insurance premium will either

- be only payable at the end; or
- be payable before the end of the Claim but paid on your behalf by a litigation funder.

If your claim is unsuccessful you will either not have to pay the premium or it will be paid on your behalf by ourselves or a litigation funder.

Independence

The insurance policy is issued under a "delegated" scheme which means that we can put it in place and the insurer trusts us to get on with your case without excessive interference or reporting. This is a benefit which we consider very important since it enables us to progress your claim as we think appropriate.

Additional Information

Our agreement with our selected insurers allows the insurers to monitor our claims record every year, and is based on our record in handling all of our cases. We intend to achieve a successful claims record by conducting a thorough investigation of the facts of each case and by only litigating those claims which have reasonable prospects of success. Our agreement with the insurer in your

case does not affect our duty to act in your best interests.

Your entry into a contract with us (where that contract is intended to be supported by an ATE policy) will be treated by us as a request for an ATE insurance policy with our selected insurer. The information you provide to enable us to decide that we will enter into the contract must be true and you must disclose anything to us which might materially affect the outcome of your claim, as we will use the same information to decide if we can obtain an ATE policy for your claim.

You should be aware that your policy of insurance has the following conditions:

- your insurance can be withdrawn if you do not comply with the terms of

your contract or the ATE policy. In these circumstances you may become liable for the cost of disbursements incurred on your behalf, any barristers' fees and any Adverse Costs, either from the start of the case or from the date your insurance is withdrawn.

- if you decide to move to another firm of solicitors we will have a duty to notify your ATE provider of your decision. The ATE provider would need to assess the new firm and consider whether to transfer the ATE policy cover. If they do not consent, it may be necessary for you to obtain a new ATE policy to protect you against any adverse costs.

Disclosure of Interest

We have no financial interest in the policy of insurance we recommend or its provider. In addition, we have neither a direct or indirect holding of any voting rights or capital in the insurance provider. Likewise, the

insurance provider has no direct or indirect holding of any voting rights or capital in our firm.

However, under the terms of our contracts with the insurers, our Group company may receive payment for services provided to the insurer (some aspects of the ATE processing). The payment received by the Group company for this work is in line with similar payments made by insurers to

other service providers used for similar activity.

By instructing us to act on your behalf you acknowledge your understanding of the above and agree that you are happy to proceed.

If you would like any further detail about this arrangement, we shall be happy to provide it on request.

The Financial Conduct Authority

The Financial Conduct Authority is the independent watchdog that regulates financial services. It requires us to give you the following information. Use this information to decide if our services are right for you.

Further Information

1. Whose products do we offer?

We advise on and arrange ATE insurance provided by several insurers in conjunction with Slater & Gordon client contracts.

2. Which service will we provide you with (the "Insurance Services")?

We will advise and make a recommendation for you after we have assessed your needs for the ATE insurance contract.

3. Who do we act for in respect of insurance?

We are representing you, we are not acting for and on behalf of the insurance provider.

4. What will you have to pay us for this service?

You will not be charged a fee for provision of the ATE legal expenses insurance contract.

5. Who regulates us?

Slater and Gordon UK Limited, 58 Mosley St, Manchester M2 3HZ, is authorised and regulated by the Financial Conduct Authority for insurance distribution activities. Slater and Gordon are not an Insurer and we do not manufacture insurance products. Our permitted business includes advising on and arranging non-investment insurance contracts. You can check this on the FCA's Register by visiting the FCA's website, or by contacting the FCA on:

- 0800 111 6768 (freephone)
- 0300 500 8082 (from the UK)
- +44 207 066 1000 (from abroad)

6. What to do if you have a complaint about any of Services including our Insurance Services?

If you wish to register a complaint, please contact our client services department:

- By phone on 0800 740 8596;
- By email at clientservices@slatergordon.co.uk; or
- By post at: Client Care, Dempster Building, Atlantic Way, Liverpool, L3 4UU.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS).

7. Are we covered by the Financial Services Compensation Scheme ("FSCS")?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

