

GENERAL TERMS OF BUSINESS

1. Application

- 1.1. The following general terms of business ("Terms") together with the terms in the attached letter of engagement ("Engagement Letter") apply to engagements accepted by Pragmaticum Limited and form the entire agreement between us in respect of our engagement with you. All work carried out is subject to these Terms except to the extent that changes are expressly agreed in writing.
- 1.2. Should you instruct us in another matter in the future, a separate letter of engagement may be issued in respect of that matter. Until then, the terms of our engagement in that matter will be the same as these Terms. Your continuing instructions will amount to your acceptance.
- 1.3. Nothing in any proposal or correspondence is intended to create a legal partnership between us as defined by the Partnership Act 1890 or otherwise.

2. Pragmaticum Limited

- 2.1. We are a UK company, Registered in England and Wales under company number 06410621. Our Registered Office is located at Regency House, 61a Walton Street, Walton on the Hill, Surrey, KT20 7RZ and our principle place of business is located at The Oaks, Uckfield Lane Hever, Kent TN8 7LJ. Where we offer services as an insurance intermediary, such services are regulated by the Financial Conduct Authority ("FCA"). Our Firm Reference number at the FCA is 501527.
- 2.2. Our services may in some circumstances also come under the control of the Claims Management Regulator and as such we are authorised by them under number CRM33525.
- 2.3. From time to time we may use the services of staff from other companies to assist us in providing services to you. When we use the services of such staff, in connection with this engagement they are deemed to be acting as our servants or agents and not the partners, servants or agents of any other person and we shall assume liability for their activities as if they were in all respects our partners or staff.
- 2.4. References in these terms of business to "we", "us" or "our" shall be construed accordingly.

3. Our charges and invoicing arrangements

- 3.1. Our charges for professional services consist of our fee and any disbursements and/or expenses, which you may be requested to pay upfront, incurred during the engagement. We will add Value Added Tax ("VAT") to charges and disbursements, if applicable.

4. Fees

- 4.1. Unless agreement is reached to the contrary, our fees are based on the type of work we undertake, the number and seniority of staff required, the degree of skill and responsibility involved and the resources required to complete the engagement. We may also take into consideration such matters as the importance of the matter to you, including its value or complexity, or the urgency with which you require the work to be undertaken. Our engagement letter sets out the charges applicable at the commencement of an assignment. These will be either:

- 4.1.1. A time-based charge where the hours that the staff involved in your case are invoiced at their individual charge-out rates. These rates will be clearly set out in the letter of instruction and will not change over the term of the agreement.
 - 4.1.2. Or on rare occasions, a percentage of the value of the compensation you receive, such that if we agree to a fee of n% then we will charge you at this rate on the settlement that is agreed. Therefore, a 10% fee on a settlement of £100,000 will give rise to a fee of £10,000.
- 4.2. Any fee estimate we may provide is not an agreement to perform the services within a fixed time or for a fixed fee. Estimates should be treated as a guide not a precise quotation. Any work, which is done by us on a fixed fee arrangement, will be specified as such by us in our engagement letter.
- 4.3. Any fee budget agreed with you is necessarily based on the assumption that the information required for our work is made available in accordance with agreed timetables, and that key executives and personnel are available during the course of our work. If delays or other unanticipated problems which are beyond our control occur this may result in additional fees for which invoices will be raised, we will advise you of delays as they occur and will provide you with an estimate of their effect.
- 4.4. Where we charge by reference to the time spent, we maintain a detailed record of the time spent on the matter. Our charges apply to all time spent working on your matters including dealing with correspondence, emails, telephone calls; preparing for, travelling to and attending meetings and notes of those meetings, the drafting of statement of claim documents and supporting research to support our assertions. We record and charge for the time we spend on activities in units of 6 minutes.

5. Disbursements and expenses

- 5.1. We will charge you for disbursements and out-of-pocket expenses incurred or to be incurred during the conduct of this assignment. These will be on an as incurred basis without any uplift. Our fees cover minor costs such as telephone calls within the UK, postage, modest amounts of photocopying but we reserve the right to charge as out-of-pocket expenses international communications, large amounts of photocopying/ scanning, couriers etc where the cost can be directly attributed to work on your assignment.
- 5.2. Where we engage other professionals on your behalf whether in the UK or abroad, we do so as your agent.

6. Value Added Tax

- 6.1. Under existing law our charges are subject to the addition of VAT at the prevailing standard rate.

7. Our bills

- 7.1. Unless some other agreement is reached, our invoice for work done in preparing and submitting the financial loss claim will normally be rendered on completion of the report. Further invoices will be raised on a monthly basis for any subsequent work undertaken in support of the submission.
- 7.2. Any query relating to our invoice should be raised immediately and in any event within 7 days.

- 7.3. Our invoice should be paid no later than 30 days after the date of the invoice if basic redress has been received. If basic redress has not been received, payment will be due within 30 days of the date of the consequential loss decision by the bank.
- 7.4. We reserve the right to charge interest on unpaid bills under the Late Payment of Commercial Debts (Interest) Act 1998 as amended if we are not paid in accordance with these Terms. Interest will run both before and after judgment until such time as the bill, together with all interest due until the date of payment, is paid in full.
- 7.5. We reserve the right (known as a lien) to retain any papers and property belonging to you that is in our possession, pending the payment of any outstanding bills for which you are responsible.

8. Commissions

- 8.1. Where there is an agreement for commissions to be paid by us we will notify you to whom and on what basis the commission is payable to third parties in our letter of instruction.
- 8.2. Where commissions are payable to us as a result of this engagement we will notify you of any such agreement in our letter of instruction and the amounts at the time the transactions concerned are carried out. We will not be liable to pay to you any such commission paid to us but we may take it into account in determining our fee.

9. Our responsibilities

- 9.1. We will provide the services described in our engagement letter (or such variations as may subsequently be agreed in writing between us) with reasonable skill and care in accordance with the professional standard expected of us, and in a timely manner.
- 9.2. The nature and content of any advice we provide will necessarily reflect the specific scope and limitations of our engagement, the amount and accuracy of information provided to us and the timescale within which the advice is required. If at your request, we provide our advice in an abbreviated format or timescale, you acknowledge that you will not receive all the information you would have done had we provided a full written report or had more time in which to carry out the work.
- 9.3. If general advice is provided, the applicability of this will depend on the circumstances in which it is to be used by you (of which we might not be aware) and should be viewed accordingly. In relation to any particular transaction, specific advice should always be sought and all material information provided to us. Our advice is provided for the purposes of this engagement and we disclaim any responsibility for the use of advice for a different purpose or in a different context.
- 9.4. You must be aware that we do not provide legal advice of any nature and are not qualified to do so. You are solely responsible for seeking legal advice, both under the laws of England & Wales and under any laws which govern the matters on which we are retained by you. Furthermore, we are not responsible for advising you whether or not it is necessary or appropriate to seek legal advice. This remains a decision for you. We will however, ensure that we use our reasonable efforts, in accordance with the professional standards expected of us, to keep you informed of the progress of the services we are providing to you to enable you to make such a decision.

10. Your responsibilities

- 10.1. In relation to all our work for you it is the responsibility of you and your staff to provide and update us at all times with complete, accurate and timely information and to carry out any other obligations ascribed to you or others under your control. We will not be responsible for any consequences which may arise from any delay or failure by you to do so and these may also result in additional fees for which invoices may be raised. Failure on your part to provide us with adequate information may well result in us not being able to provide the services.
- 10.2. You remain responsible for any commercial decisions that you make, and regard must be had to the restrictions on the scope of our work and to the large number of other factors, commercial and otherwise, of which you and your other advisers are, or should be, aware by means other than our work.
- 10.3. You further agree to pay all bills, disbursements and any other charges in accordance with clause 3.
- 10.4. You undertake that during the course of this engagement and for a period of six months following its conclusion you will not:
 - 10.4.1. Solicit or entice away (or assist anyone else in soliciting or enticing away) any member of our professional staff with whom you have had dealings in connection with this engagement during the 12 months immediately prior to your approach; or
 - 10.4.2. Employ any such person or engage them in any way to provide services to you.
 - 10.4.3. This undertaking shall not apply in respect of any member of our staff who without having been previously approached directly or indirectly by you responds to an advertisement placed by you or on your behalf.
- 10.5. If you consider at any time that any of the above restrictions are unreasonable or unfair in all the circumstances, you may request us to relax them in such a way as to provide reasonable protection of our legitimate business interests, whilst allowing you to develop your business. Any decision to relax them is at our sole discretion. However, if we refuse to do so we will provide full written reasons to you for doing so. You shall make full disclosure to us of your planned activities as a condition of considering any request you make.

11. Email

- 11.1. You consent to us corresponding with you by means of the Internet, email or other electronic media (notwithstanding that such electronic communications may not be secure) unless you notify us in writing that you do not wish to do so. While it is our policy to check all correspondence with anti-virus software we cannot guarantee that transmissions will be free from infection.
- 11.2. We treat email as written correspondence and we are entitled to assume that the purported sender of an email is the actual sender and that any express or implied approval or authority referred to in an email has been validly given.
- 11.3. You consent to us monitoring and reading any email correspondence travelling between you and any mail recipient at Pragmaticum Limited.

12. Money laundering

- 12.1. We will at all times comply with our obligations to report to the relevant authorities i.e. National Crime Agency (NCA), transactions that could represent money laundering or be fraudulent.
- 12.2. We will then act under guidance of NCA including the withdrawal of our services. Should we be required to terminate our services our fees to that point will become immediately payable and where appointed we will advise insurers and their loss adjuster of our termination.
- 12.3. We are subject to the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 which require us to obtain evidence of your identity as soon as practicable. We may use a third party to verify your identity electronically.
- 12.4. We require identity evidence from private individuals in the form of the following original documents:
 - a current passport or photo-card driving licence together with;
 - a recent electricity/gas/telephone/water bill; or
 - a recent Council tax demand for the current year; or
 - a recent bank, building society or mortgage statement; or
 - a recent Inland Revenue tax demand.
- 12.5. In the case of UK private companies we will conduct a company search in order to view the following:
 - a copy of the Certificate of Incorporation;
 - a list of directors;
 - a list of shareholders; and
 - the registered address.
- 12.6. In addition we require evidence of identity (in accordance with the private individual above) of two directors. These will normally be the person instructing us or persons active in the management or control of the company.
- 12.7. If the source of any funds you are using is unusual, such as an account in another country or in a third party's name, please tell us as early as possible including the reason.
- 12.8. We will not accept cash in excess of £350. If you deposit cash in excess of £350 direct with our bank, we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.
- 12.9. If we are to pay you money, we will usually pay by cheque in your favour or to an account in your name. We are unwilling to send money to unknown third parties even if you instruct us to. If you want us to pay surplus monies to a third party, you should tell us as early as possible, including the reason.

13. Information and confidentiality

- 13.1. Intellectual property rights
We retain all copyright and other intellectual property rights in everything developed by us before, during the course of, or arising from an engagement including systems, methodologies, software and know-how.

- 13.2. Copyright and other intellectual property rights in any document, (including without limitation reports, written advice, correspondence or other materials provided by us to you) created by us will be and remain vested in us and will not be transferred to you. We assert the right to be identified as the author of, and to object to the misuse of, any such document. You have the right to distribute copies of these materials within your own organisation. If you wish to distribute these materials outside your own organisation you will require our written permission which will not be unreasonably withheld.
- 13.3. Client documents
If we are provided with custody of any documents belonging to you, those documents will be retained during the course of our appointment (unless their return is requested), at the end of which they will be returned to you, subject to our lien referred to at clause 7.5, unless separate arrangements have been made.
- 13.4. We will take reasonable precautions to safeguard your documents and property during the course of this appointment.
- 13.5. During the term of this engagement, unless agreed in writing, we shall have no liability for consequential and indirect losses or loss of profits arising from but not limited to loss, theft, damage to your documents and property whilst they are kept in our custody.
- 13.6. Confidentiality
Where you give us confidential information you agree that it will be sufficient compliance with our duty of confidence for us to take such steps as we in good faith think fit to preserve confidential information from misuse both during and after termination of this engagement. If we misuse the confidential information, thereby causing you loss, we shall be liable to you.
- 13.7. We are under a professional obligation to keep the affairs of clients confidential. This obligation, however, is subject to statutory and other legal exceptions, including but not limited to legislation on money laundering and terrorist financing which places us under a legal obligation in certain circumstances to disclose information to the Serious Organised Crime Agency. Where we know or suspect that a transaction on behalf of a client involves money laundering we are required by law to make a money laundering disclosure. If that happens we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prevents "tipping off".
- 13.8. We will comply with all legal obligations to disclose your confidential information and reserve the right to charge you for the cost of doing so at our hourly rates.
- 13.9. If we are working on a matter with your other advisors, we will assume, unless you instruct us otherwise, that we may disclose your confidential information to, and discuss it with, such other advisors and appointees of your insurers, as appropriate.
- 13.10. Without in any way detracting from the duty of confidentiality which we owe you, we reserve the right to act for your competitors or other clients, whose interests are or may be opposed to yours, except that we shall not so act for your competitors or other clients whose interests are or may be opposed to yours in connection with the subject of this engagement without first having obtained your consent to our so doing.

- 13.11. The reports, letters, information and advice we provide to you during this engagement are given in confidence solely for the purpose of this engagement and are provided on the condition that you undertake not to disclose these, or any other confidential information made available to you by us during the course of our work, to any third party (being a party other than those to whom the report, letter, information or advice is addressed) without our prior written consent.
- 13.12. Where it is envisaged that reports, letters, information or advice given by us to you will be provided to or used by a third party, you will inform us so that we can stipulate terms regarding such provision or to require the third party to enter into a direct relationship with us before any report, letter, information or advice is provided to that third party. Unless the third party agrees appropriate terms with us, we recognise no responsibility whatsoever other than that owed to you in the context of this engagement as at the date on which our report or other advice is given to you.
- 13.13. Neither we nor you will be prevented from disclosing confidential information:
- (a) which is or becomes public knowledge other than by a breach of an obligation of confidentiality;
 - (b) which is or becomes known from other sources without restriction on disclosure; or
 - (c) which is required to be disclosed by law or any professional or regulatory obligation;
 - (d) which is disclosed with your prior approval.
- 13.14. You recognise that, for the purposes of carrying out our responsibilities in this engagement, we shall not be treated as having notice of information which may have been provided to individuals within this firm who are not involved in this engagement.
- 13.15. Data Protection
In this clause, defined terms have the meaning set out in the Data Protection Act 1998.
- 13.16. Where necessary to enable us to provide services to you and to maintain client records, we shall have your authority to Process Personal Data (including names, addresses and contact details) about you and your employees on your behalf.
- 13.17. All information retained on our company / client website is password protected. Authorised access will only be granted to those individuals who are working on this engagement, or have been authorised by you. This site is on a domain hosted and constructed by British Telecom and we rely on the integrity of their systems to protect the site from unauthorized access.

14. Health and safety

- 14.1. We acknowledge our statutory responsibility to co-operate with your health and safety requirements, provided we are given notice of these. Whilst on your premises our Directors and staff shall be afforded by you the same protection for health and safety purposes as is due to your employees. If we are required by you to enter the premises of a third party you will procure that the third party also affords such protection to our Directors, staff and sub-contractors as is due to its employees.

15. Limitation of liability

- 15.1. Your instructions to us on this or any other matter which we are dealing with for you means that YOU UNDERSTAND AND ACCEPT THAT ANY SERVICES PROVIDED BY US TO YOU ARE PROVIDED ON THE BASIS OF THE LIMITATIONS AND EXCLUSIONS OF OUR LIABILITY SET OUT IN THIS CLAUSE 15.

- 15.2. By engaging us you agree that any claim of any sort whatsoever arising out of or in connection with this engagement shall be brought only against Pragmaticum Ltd.
- 15.3. You agree that you will not bring any claim against any Director(s), employee(s), associate(s) or other persons engaged by Pragmaticum Ltd in respect of any loss or damage suffered by you arising out of, or in connection with, our services including the non-performance of, or delay in providing our services. This provision will not limit or exclude the liability of Pragmaticum Limited for the acts or omissions of any of its directors, employees, associates or other persons engaged by it.
- 15.4. You may not set-off any of our outstanding fees against any liabilities or potential liabilities we have to you.
- 15.5. Our total liability shall be limited to the lower of the figures produced by the operation of the following two sub-sections:
- 15.5.1. Cap
Subject to the provisions of the following section our liability in respect of breach of contract or breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with all of the services provided by us under this engagement shall be limited in total to the figure detailed in the engagement letter to cover claims of any sort whatsoever (including interest and costs) arising out of or in connection with this engagement. This provision shall have no application to any liability for death or personal injury or any other liability for which exclusion or restriction is prohibited by law or to liability arising as a result of fraud on our part.
- 15.5.2. Proportionality
Our liability to you in respect of breach of contract or breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with this engagement shall be limited to that proportion of the loss or damage (including interest and costs) suffered by you, which is ascribed to us by a Court of competent jurisdiction allocating proportionate responsibility to us having regard to the contribution to the loss and damage in question of any other person (loss and damage having the same meaning as in the Civil Liability (Contribution) Act 1978). This provision shall have no application to any liability for death or personal injury or any other liability for which exclusion or restriction is prohibited by law or to liability arising as a result of fraud on our part.
- 15.6. We are further not liable in respect of:
- 15.6.1. Claims in respect of professional negligence or in respect of any breach or non-performance by us of any obligation under our agreement from anyone who is not our client. Nothing in the agreement between us shall confer or purport to confer on any third party any benefit or right to enforce any term of such agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999 save as set out at clause 15.3;
- 15.6.2. Indirect or consequential losses including loss of profits, and punitive, exemplary or other non-compensatory damages of any kind;

- 15.6.3. Losses or damages arising from the supply by you or others of delayed, incorrect or incomplete information or from the failure by you to notify us of appropriate information and details relating to your matter or your failure to act on our advice or respond promptly to communications from us;
 - 15.6.4. Any error, damage, loss or omission arising from or in connection with transmitting information between us by fax, email or electronic means and your reliance on such information;
 - 15.6.5. Losses arising as a result of your use of documents, reports or advice for purposes for which they were not prepared.
- 15.7. To the fullest extent permitted by law, and save for those warranties, conditions and other terms that we may give under these Terms with you, all warranties, conditions and other terms implied by statute or common law are excluded from these Terms.
- 15.8. Our liability for death or personal injury resulting from negligence or for fraud or fraudulent misrepresentation is not excluded.
- 15.9. Any claim for breach of contract, breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with this engagement shall be brought against us within six years of the act or omission alleged to have caused the loss in question.

16. Force majeure

- 16.1. Subject to clause 10 above, neither we nor you shall be liable in any way for failure to perform our obligations under this engagement if the failure is due to causes outside the reasonable control of the party which has failed to perform. However, such causes outside the reasonable control of the party will not obviate either of our obligations under this engagement up to the date of such events, which remain capable of being performed.

17. Termination

- 17.1. We expect to continue to act in any matter on which we have been engaged by you until the matter is completed. However either of us can bring the instructions to an end at any time by notice in writing. We will not terminate our engagement with you except for good reason and upon giving reasonable notice. This may include (without limitation) where there is a breakdown in trust and confidence between us or where our bills are not settled promptly or you have failed to make payments on account of anticipated costs and disbursements despite a request that you do so.
- 17.2. If you terminate our engagement within 14 days of our instruction we will make no charge. Beyond 14 days, if our engagement is terminated, you will be liable for fees and disbursements to the date of termination of the instructions or to which we may be committed, plus any fees and disbursements for work necessary in connection with the transfer of the matter to another adviser of your choice and/or removing ourselves from the court or other record, as applicable.
- 17.3. If at the date of the notice we consider it is prudent in all the circumstances to carry out further work on your behalf we shall notify you of this together with an estimate of our charges for such further work. We shall not do that work for you until we receive your specific instructions to do so and only then if such instructions are given to us within 48 hours or sooner if required.

- 17.4. We will retain our file on your matter for one year after which time it may be destroyed. If you wish us to keep it for longer you must inform us in writing.
- 17.5. We reserve the right to charge you for the retrieval of files in storage.

18. Notices

- 18.1. Any notice or other document to be served under these terms of business shall be in writing and may be delivered by hand, facsimile or prepaid special delivery or recorded delivery post addressed to the other party at the addresses specified in the letter of engagement.

19. Entire Agreement

- 19.1. These terms of business with the letter of engagement shall constitute the entire Agreement between the parties and superseded any previous Agreement, understandings, statements, warranties and communication between the Parties relating to subject matter of this Agreement.
- 19.2. The terms of business may be amended, varied or altered only by the written consent of both Parties at senior director level.

20. Non-assignment

- 20.1. These terms of business are personal to the parties and shall not be assigned or otherwise transferred in the whole or in part by either party without the prior written consent of the other party at senior director level.

21. Severance of terms

- 21.1. In the event that any part of these Terms (including one or more clauses or any sub-clauses or any part of one or more of the clauses) is held to be or becomes void or otherwise unenforceable, it shall be deemed to be omitted and the validity and/or enforceability of the remaining provisions shall not be affected as a result.

22. Complaints about our services

- 22.1. We aim to offer clients an efficient and effective service. Should there be any aspect of our service with which you are unhappy, please contact the person specified in the engagement letter as leading your matter. Alternatively you may raise the matter with Adrian Maurice, Chief Executive or Michael Fox, Chairman of the Company. We are always aiming to improve the service which we offer to clients. If you have any suggestions on how our services can be improved, we hope you will let us know.
- 22.2. If you wish to make a formal complaint, then they may be made:
 - 22.2.1. in writing to: The Oaks, Uckfield lane Hever, Kent, TN8 7LJ
 - 22.2.2. by e-mail to julia.norman@pragmaticum.com,
 - 22.2.3. by telephone on 01732 860329, in respect of a claims management service that we have provided and that is regulated under the Compensation Act 2006.

- 22.2.4. We will send you a written or electronic acknowledgement of your complaint within two business days of receipt, identifying the person who will be handling the complaint for the business. Wherever possible, that person will not have been directly involved in the matter which is the subject of the complaint, and will have authority to settle the complaint. In the normal course of events it will be our Chairman Michael Fox who can be contacted directly on michael.fox@pragmaticum.com
- 22.2.5. Within four weeks of receiving your complaint, we will send you either:
- a. a final response adequately addressing the complaint; or
 - b. a holding response, which explains why we are not yet in a position to resolve the complaint and indicates when we will make further contact with you.
- 22.2.6. before this deadline for a further response we undertake to provide a definitive response or that you may refer the handling of the complaint to the legal Ombudsman (LeO) if you are dissatisfied with our response.
- 22.2.7. Where we decide that our service has fallen below the standards that we set ourselves and that expected by our regulator we will in the first instance seek to rectify the matter that you have brought to our attention.
- 22.2.8. Where the matter is beyond our repair we may invite others at our cost to become involved but only with your consent.
- 22.2.9. If financial redress is appropriate, we will provide you with fair compensation for any acts or omissions for which we are responsible and will comply with any offer of redress that you accept.
- 22.2.10. Appropriate redress will not always involve financial redress, but could involve an apology or another suitable form of redress.
- 22.2.11. The Legal Ombudsman can investigate complaints up to six years from the date of the problem happening or within three years of when you found out about the problem. If you wish to refer your complaint to the Legal Ombudsman this must be done within six months of our final response to your complaint.
- 22.2.12. If you are not satisfied with our response, or if a complaint is not resolved after eight weeks, you may refer the complaint to:

Legal Ombudsman
PO Box 6804
Wolverhampton
WV1 9WG

Tel: 0300 555 0333

cmc@legalombudsman.org.uk

Visit www.legalombudsman.org.uk/cmc

N.B. Please note you have 6 months from the date of our final decision to approach the Legal Ombudsman.

23. Governing law and jurisdiction

- 23.1. These Terms shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts to settle any dispute not otherwise resolved in accordance with clause 22.2 above.