

# STURZENEGGER & CO LLC

## GENERAL TERMS & CONDITIONS OF SERVICE

### A. Introduction

1. These terms and conditions explain the basis upon which we carry out work for you and charge for our services subject to any variations set out in our engagement letter or agreed retainer. These terms apply to all work carried out at any time in the matter upon which we have been retained by you and include any updates.
2. Sturzenegger & Co LLC is registered in Switzerland, No. CH-660.2.310.010-1 with its registered office at Rue du Mont Blanc 26, 1201 Geneva.

### B. Our Charges and Disbursements

3. Unless a binding estimate or an alternative arrangement has been agreed, our charges will be calculated by reference to the time spent dealing with your matter which includes meetings, any time spent travelling, considering, preparing and working on papers, correspondence, making and receiving telephone calls, attendance at hearings, etc.
4. The rates for the various levels of staff engaged are set out in our engagement letter.
5. In addition to the time spent, a number of factors may be taken into account which may increase the stated hourly rate, including the complexity, urgency, expertise or specialist knowledge required and, if appropriate, the value of the property or subject matter involved.
6. VAT at the current rate will be added if required to our charges together with disbursements. Our VAT registration number is CHE-116.066.896.
7. Disbursements include payments made by us on your behalf. We have no obligation to effect such payments unless you have provided us with the funds on account for that purpose. After deduction of any balance owing in respect of our charges and disbursements, you will normally receive any surplus funds held. Where you request or where we consider it expedient to effect payment of any sums by way of electronic bank transfers, fee will be included in our billing statement as a disbursement.

**C. Arrangements for Payment of our Charges and Disbursements**

8. All invoices are payable on delivery and any queries must be raised within 30 days. Interest will be chargeable at 5% per annum of any sum unpaid commencing 30 days after delivery of the invoice.

**D. Our Charges – Complaints**

9. We value you as a client and would not wish to think you have any reason to be unhappy with us. You are at liberty to notify objections to our invoices, which will be treated under our complaints procedure and if this proves unsatisfactory to you, then may be submitted for arbitration as provided for in section R.

**E. Assessment of Litigation Costs**

10. In order that we may properly assist you in litigation or arbitration proceedings, please ensure that all documents are retained by you, whether in electronic form or in hard copy, and ensure that none are deleted or removed in order to comply with procedural and disclosure obligations. If you have any questions about this, please do ask us for more information.
11. When a case has been concluded, the court or tribunal will normally assess the amount for payment by the unsuccessful party of the successful party's costs (i.e. legal charges and disbursements) of the proceedings.
- (a) If the claim has been successful, the unsuccessful party generally has to pay the successful party's costs, but only an assessed proportion of those costs. It is only in exceptional cases that an order is made for the full reimbursement of the costs of the successful party.
- (b) If the claim has been unsuccessful, the court or tribunal may order you to pay the successful party's legal costs.

The court or tribunal has the discretion to reduce significantly the proportion of the successful party's costs to be paid by the unsuccessful party. Even if you are not reimbursed for the full or any costs of the proceedings by the successful party or if for whatever reason that party does not comply with an order to reimburse you or you are ordered to pay the other party's costs, you will nevertheless have to pay the full amount of our charges and disbursements.

**F. Set off against Litigation Collections**

12. If our charges and disbursements and interest thereon are open for payment by you for

any reason, you agree that we may act as collection agent for any sums payable to you arising from litigation proceedings in which we have acted for you. Any such sums received by us in such capacity are authorised by you for set off against our charges and disbursements and interest thereon in partial or full reduction of them. We shall account to you for any such collections.

**G. Termination of Instructions**

13. You are at liberty to terminate your instructions to us in writing at any time. We are entitled to keep your papers while money is owing to us. We may terminate instructions only with good reason and on giving reasonable notice.
14. If you or we decide that instructions are to be terminated, then our charges and disbursements will become due.
15. We reserve the right to stop acting for you if:
  - (a) You do not pay our costs or money requested on account;
  - (b) We cannot continue to act without being in breach of any applicable professional obligations;
  - (c) We are unable to obtain clear instructions from you;
  - (d) There is a breakdown for any reason in the solicitor/client relationship; or
  - (e) You become bankrupt/insolvent or enter into any arrangement with your creditors.

**H. Confidentiality and Conflicts**

16. A conflict between your interests and the interests of other clients of the firm may arise during the course of a matter. If this situation occurs, we will discuss the position with you and determine the appropriate course of action. In order to protect your or their interests we may have to cease acting, in which case we will use our reasonable endeavours to find alternative representation for you.
17. Where we represent you on behalf of your funder or insurer, we may be required to discuss your case or disclose your file to them for indemnity purposes.
18. We may also be subject to quality or audit checks and in these circumstances, your file will be made available. We will always obtain a confidentiality agreement with the third party.

**I. Money Laundering Regulations**

19. We are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception relating to money laundering and terrorist financing, which creates a legal duty in certain circumstances to disclose information to the relevant law enforcement agencies. If we know or suspect that a transaction on behalf of a client involves money laundering, the firm is required to make a money laundering disclosure. If this happens, we will not be able to inform you that a disclosure has been made or the reasons for it.
20. You agree to provide evidence of your identity and if applicable that of directors, partners, trustees and persons controlling your company or firm and all connected shareholders to comply with our obligations under the applicable legislation, including that relating to terrorism and anti-money laundering.

**J. Copyright and Other Intellectual Property**

21. We retain the copyright and all other rights in all documents created or provided to you. You are granted a non-exclusive licence to use such documents for the purpose for which they are provided but not otherwise.

**K. Electronic Storage of Documents**

22. After completing the work, we are entitled to retain all your papers and documents while there is money owing to us for our fees and expenses. We will keep your files (except for any which you ask to be returned to you) in archive for at least 10 years, and on the understanding that we have your authority to destroy your file 10 years after sending you our final invoicing and reporting.
23. If we have to retrieve archived files, we reserve the right to make a charge based on the time spent in photocopying or reading papers, writing letters or other work necessary to comply with your instructions.

**L. Data Protection**

24. We will respect your rights under applicable data protection legislation with respect to personal data held about you. We will maintain and process personal data about you, in relation to taking your instructions, opening files relating to your matter, invoicing and collecting sums due, and in the course of advising you on and managing your matter. This information may include sensitive personal data obtained both from you and/or from third parties.
25. In connection our work on your behalf, we are entitled to obtain personal data, including

sensitive personal data from you and from any professional and other third parties whom we, in our professional judgment deem appropriate, and, likewise, we may disclose such information to such third parties. Where the matter relates to a claim, those third parties may include but are not limited to insurance companies, the police, medical practitioners and expert and other witnesses. By instructing us to act, you explicitly consent to the processing of your personal data in the ways set out above.

**M. Communications via the Internet**

26. Where appropriate, it is our practice to utilise extranet and email links to send documents. Although this is an extremely effective means of communication, we are unable to guarantee the security and confidentiality of material sent over the internet. Please let us know if you do not want us to communicate with you via the internet. We check all communications with antivirus software, but again cannot guarantee that documents will be free from corruption.

**N. Professional Indemnity Insurance**

27. We hold insurance cover for professional risks, details of which are available upon request. For the avoidance of doubt, none of the directors or any of our fee earners will be in any way personally liable to you or any clients, such personal liability being excluded to the full extent permissible by law.
28. Our overall liability to you for all claims or losses arising out of any breach(es) of our retainer and/or for any negligent acts or omissions in connection with this work shall not in any circumstances exceed the total sum of CHF 50,000. This limitation does not exclude or limit our liability for fraud or for reckless disregard of professional obligations or liabilities which cannot lawfully be excluded or limited.

**O. Waiver and Invalidity**

29. Our failure to enforce any one or more of these terms and conditions at any time or for any period shall not be a waiver of them or our right at any time to enforce all applicable terms and conditions. The invalidity or unenforceability of any of the provisions of these terms and conditions of service shall not affect the rest of them which shall continue to bind both you and us.

**P. Entire Agreement**

30. These terms and conditions and our engagement letter set out all the terms agreed between us in relation to the work we are to undertake for you. All other terms, conditions and representations are hereby excluded and you may not rely on them. The terms and conditions may only be varied by agreement in writing signed by our directors on our

behalf. In the event of any conflict between these terms and conditions and our engagement letter, the latter shall prevail.

**Q. Exclusion of Third-Party Rights**

31. Nothing in these terms and conditions of service or in any other agreement or arrangement between us will confer any rights or other benefits on any third parties whether by statute or otherwise.

**R. Law and Jurisdiction**

32. The provision of our services is governed by English law.
33. The High Court of England & Wales shall have exclusive jurisdiction to hear any dispute which may arise between us subject as provided below. You and we irrevocably agree to submit to such jurisdiction.
34. Judgment in any suit, action or proceeding brought in the High Court of England and Wales shall be conclusive and binding and may be enforced in the courts of any other jurisdiction.
35. In respect of complaints over charges, the dispute shall be submitted at your option to arbitration to be conducted:
- (a) In London in English in accordance with the London Maritime Arbitrators' Association ("LMAA") Terms current at the time when the arbitration proceedings are commenced;
  - (b) Before a sole arbitrator (either originally or on substitution for any arbitrator unable to fulfil his functions) to be mutually appointed within 14 days of notice from either you or us to the other calling for arbitration and proposing the appointment of the sole arbitrator from one or more nominees;
  - (c) Failing response from the other party within 14 days of such notice of arbitration then the nominee (or one of the nominees) first proposed shall be designated as sole arbitrator by the proposer and be deemed to be appointed as if agreed by both parties;
  - (d) Failing agreement as to the sole arbitrator within such period of 14 days and after counterproposal from the other party within such period, then the sole arbitrator shall be appointed by the President for the time being of the LMAA on application by either party.

**S. Amendments**

36. We may by one month's written notice to you modify these terms from time to time to reflect our current practice and/or changes to professional and other requirements which

we are obliged to meet.

**T. Acceptance of these Terms & Conditions**

37. Your continued instructions will amount to your acceptance of these terms and conditions. However, we would ask you to sign and return a copy to us. This is an important document and you should keep it in a safe place.

Signed \_\_\_\_\_

Name in Capitals \_\_\_\_\_

Title/Company \_\_\_\_\_

Reference \_\_\_\_\_

Date \_\_\_\_\_