



CACHARLES + CO.

STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement (“Terms”) apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing. Please review these Terms carefully and contact us promptly if you have any questions.

Scope of Work: The scope of our engagement will be outlined in our engagement letter (“the engagement correspondence”) which will be sent to you each time we agree to represent you on an individual matter.

Client Verification: It is important that we know you. This means we will need to obtain and retain satisfactory evidence of the identity of you and sometimes persons related to you. This may involve requiring you to provide certain documents to us. We may need to verify the information you provide and may use your personal information to verify identity through electronic data sources. From time to time we may need up to date evidence of identity to be provided. If satisfactory information is not provided promptly, we may not be able to act, or continue to act, for you. We are obliged, in certain circumstances, to disclose to the appropriate authorities information concerning transactions (and the parties involved) which could be said to give rise to a suspicion of money laundering or financing terrorism.

Instructions

We rely on what you tell us. It is important that you give us clear, complete and accurate instructions from the very beginning and when you get any new information as the matter develops. When we receive your instructions we will explain your legal options to you. If there is anything that you do not understand please tell us right away so that we can answer your questions. We will then agree with you the actions to be taken. If you fail to provide us with comprehensive information required to effectively handle your matter this may affect the outcome and, in some cases, may mean we have no choice but to stop acting for you. We shall not be obliged to undertake any act where we consider such an act unlawful and shall be entitled, without reference to you, to take whatever steps are reasonably necessary in order to ensure that we comply with any legal obligations with any legal obligations (including obligations to report transactions to governmental or other agencies or authorities), as we may deem appropriate.

Discussing Expectations

We will discuss your expectations and tell you whether we think they are realistic. It is important to us that you understand at all times what is happening in your matter. To help prevent any confusion or distress on your part, we will give you general information and explain any proceedings regarding your matter as it progresses. We only provide legal advice and assistance, and shall have no liability for advice relating to non-legal matters.

Confidentiality: We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any other person except:

- to the extent necessary or desirable to enable us to carry out your instructions (including where we obtain the advice of a third party to assist in carrying out your instructions) ; or
- to the extent required by law

Persons Responsible For The Work: The names and status of the person or persons who will have the general carriage of or overall responsibility for the services we provide for you are set out in our engagement correspondence. Generally, one attorney-at-law will be assigned primary responsibility for seeing that your requests for legal services are met. We may share confidential information with our support staff, who may assist in rendering the most appropriate and efficient legal services regarding your matters for the purposes of better serving you. Employees, contractors and third parties are bound not to discuss client matters except with persons with whom they are lawfully entitled to do so.

Client Care & Service: Client care is at the core of our law office. We are committed to delivering an innovative, reliable and trustworthy legal service and can only fulfill our commitment if we treat our clients fairly, listen to their needs and understand what is important to them. As such, we will aim at all times to:

- Provide a professional, efficient and courteous service
- Only accept instructions if we feel we can provide a competent service to you
- Act in accordance with the Legal Profession Act, Code of Ethics and other regulatory requirements
- Protect and promote your interests and act for you free from compromising influences or loyalties.
- Discuss with you your objectives and how they should be best achieved
- Give clear and concise legal advice you will understand, including the risks and the costs involved of what you are undertaking
- Keep you informed of the persons handling your matter, the progress of your matter and any important dates that you need to remember
- Provide a prompt response to all telephone calls, e-mails and correspondence
- Deal with any questions or queries promptly
- Protect your privacy and ensure appropriate
- confidentiality
- Treat you fairly, respectfully and without
- discrimination
- Ensure that our staff is trained in all aspects of client care
- Provide a quick and positive solution to any problems you may have with the service provided

Conflict of Interest: Before accepting instructions we will carry out an internal conflict search to ensure that to the best of our knowledge and belief we have no conflict of interest which would affect our acting for you on the particular matter. We will contact you

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immediately if we discover that we have such a conflict. We cannot act for you in relation to a matter if our duty to act in your best interest conflicts, or there is significant risk that it will conflict, with our obligation to act in the best interests of another client in respect of the same or a related matter.

Duty Of Care: Our duty of care is to you and not to any other person. Any advice given is provided solely for the benefit of the client named in a formal letter of engagement or by whom we might otherwise have been engaged and does not constitute advice to any third party to whom you may communicate it, whether or not such person has an interest in the outcome of reliance on such advice and/or such reliance was foreseeable by us. In the event that the advice is relied upon by any third party the client will indemnify us against any loss, liability or expense arising from or in connection with such reliance.

Instructing Third Parties: If we believe it is necessary to instruct counsel or other professionals such as outside counsel and experts on your behalf we will inform you. If you are happy for us to instruct a third party we will use reasonable care in selecting them but they will be instructed on your behalf as independent contractors and we bear no responsibility in respect of the advice which they give. You will be the client of the third party and will be responsible for payment of their fees and expenses. Any advice or other work provided by them shall be provided to you subject to their terms of business.

Estimates of Charges and Expenses: Any estimates in relation to charges or expenses are given in good faith, but are as guidelines only and in no way should be viewed as an agreement to carry out the work at that estimate. Our estimates may be revised as a matter of course where the matter develops and where possible we shall inform you if it becomes apparent that our fees are likely to exceed an estimate which we have given. We try to ensure that there are no unexpected charges or expenses when a matter or case is billed by us.

Financial Obligation: Every client is individually (as well as collectively) liable to pay the whole of our fees. If any losses are incurred by us, or any claims are made by a third party against us, as a result of your failure, act or omission, we reserve the right to recover the full amount of any subsequent losses from you on a full indemnity basis.

Fees: If the engagement correspondence specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and if requested, give you an estimate of the likely amount of the further costs.

Disbursements and expenses: In providing services we may incur disbursements or have to make payments to third parties on your behalf. These will be included in our invoice to you when the expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.

Advanced Payments: We may need an advance payment from you to us in circumstances where certain expenditure or disbursements are required to be made by us on your behalf. Money advanced by you which is not subsequently required for expenses shall be used as a credit against your final bill, provided that, if any amount remains after payment of the final bill, such amount shall be promptly returned to you.

Billings and Payment: Payment on our invoices is due immediately on the issue of our invoices. If our invoices are not paid when due, we reserve the right to take any action we consider necessary to protect our position, which may include, deducting the sum owed to us from any money we hold on your behalf; ceasing to work on your behalf on any pending matter until the account is paid in full; terminating our engagement and removing ourselves from any records where necessary; taking steps to recover from you any costs still outstanding; and/or retaining any papers or documentation or money which we hold on your behalf pending full payment of the amount owed.

Use of Cloud Services for the Storage and Processing of Data: We may utilise third party service providers (including those that offer “cloud” services) in order to facilitate the provision of legal services to you. We evaluate all third party service providers to confirm their adherence to (i) industry standard frameworks for information security to protect the confidentiality, integrity, and availability of data and (ii) applicable data protection laws. All third party service providers operate under services agreements that require conduct that is consistent with our legal and ethical obligations.

Anti-Bribery & Corruption: Bribery or corruption in any form are intolerable to us and by engaging our legal services each client undertakes not to expect or request any act or omission from us that could compromise our reputation or integrity, and that you or anyone acting on your behalf will abstain from any corruption or bribery.

Electronic Communications: When using electronic modes of communication, we take reasonable precautions to preserve confidentiality. However, we cannot guarantee confidentiality or non-interference with electronic transmissions and you accept that we cannot be held liable for any breaches of confidentiality or interference in transmission which may occur as a result of electronic communications with us. You also accept the inherent risks associated with electronic communications (including that messages are not encrypted and are not secure). We will assume that any email address which you provide or which you use to communicate with us is regarded by you as suitable for all email communications unless you inform us otherwise in writing. If you prefer not to use electronic communications on any particular matter, please let us know. Although our computer systems make use of virus protection software and we take various measures to reduce the risk of viruses finding their way onto our computers, we are not responsible for any loss or damage caused to you or your computer system directly or indirectly as a result of electronic communication with us.

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Data Protection: We may obtain personal data and the like from you to enable us to provide you with the legal and related services you require and for our administrative purposes and/or to comply with our know your client / anti-money laundering policies.

Retention of Files and Documents: Following the conclusion of your matter, papers and property that you have provided to us will, at your request, be returned to you promptly. Copies of papers we have created for you, which you may need but no longer have, will be made available to you. Our drafts and work product will belong to us. We will maintain the confidentiality of the confidential information provided us We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to destroy within a reasonable time any items described in this paragraph that are retained by us. We reserve the right, but do not undertake, to store documents electronically indefinitely.

Document Safekeeping: All documentation (including original documentation) that we hold or are requested to hold for you in safekeeping will be held by us at your risk and we accept no responsibility or liability whatsoever or howsoever arising in relation to the storage or destruction or loss of any such documentation. We recommend that you retain a copy of all such documents for your own reference.

Termination of our Instructions: We expect to continue to act for you until we finish the work concerned. However, either you or we may terminate our mandate at any time by notifying the other in writing. We would not do this without a good reason and on giving you reasonable notice. We will always try to identify in advance and discuss any situations that may lead to our withdrawal. If we elect to withdraw, you agree to cooperate with us by executing any documents necessary to confirm in court or otherwise that our engagement has been terminated. Upon the termination of our instructions, you will be liable to pay all fees and disbursements incurred up to the date of termination plus any fees and disbursements for work necessary to transfer our files to another attorney-at-law of your choice. Once all outstanding fees and disbursements have been paid, your documents and property will be returned to you. We will retain our own files pertaining to the matter. We shall be entitled to keep all your papers and documents while there is money owing to us for our fees and disbursements.

Amendments: Unless we otherwise agree in writing, the Letter and these terms and conditions set forth our entire agreement for rendering professional services to you and any additional persons which may be agreed upon in writing for the current and any future engagements. These terms shall not be capable of variation or amendment orally or by course of conduct. We may at any time and from time to time change, alter, adapt, add or remove portions of these terms and conditions and, if we do so, will post any such changes on our website. Your continued use of our services following any such change shall be deemed and constitutes your acceptance of those changes and you acknowledge and agree to be bound to the current version of the relevant terms and conditions at all times and that unless stated in the current version of the terms and conditions, all previous versions shall be superseded by the current version.

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Force Majeure: We shall not be held liable for any delay or failure to fulfil our obligations to you as a result of causes beyond our reasonable control. Such causes include, but are not limited to, fire, floods, hurricanes, tropical storms, typhoons, acts of God, acts and regulations of any governmental or supranational authority, wars, riots, strikes, lock-outs and industrial disputes.

Governing Law: Our relationship with you is governed by the laws of Barbados.

General: These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.

Agreement. These Standard Terms are incorporated into all engagement letters we may have with you and supersede all prior understandings or agreements. Any change to these terms must be confirmed in writing.

Changes in the Law: Our advice is given on the basis of the laws in force in Barbados at the date of that advice. Unless you expressly instruct us in writing to do so we are under no obligation to advise, and accept no responsibility whatsoever for advising, in relation to subsequent changes in the laws of Barbados, and the effect, if any, on you. It is possible that changes may occur in the law and its interpretation before our advice is acted upon. We accept no responsibility for any changes in the law or its interpretation that occur subsequent to our advice being delivered to you.

Questions: One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services or billing practices to your client service lawyer.

Complaints: We are committed to providing a professional, efficient and courteous service to all our clients. We recognise the importance of client satisfaction. When something goes wrong or a problem arises we need you to tell us about it. This gives us the opportunity to address the issue and to try to satisfy your concerns. We actively encourage and value feedback from our clients as it gives us the opportunity to check and improve our standards. We investigate complaints objectively and try and produce a quick and positive solution. We are confident of providing a high-quality service in all respects. If, however, you have any queries or concerns about our work for you, please raise them with Charlene A. Charles at info@cacharles.com in the first instance.

Notice: We will not advise you with respect to these terms because we would have a conflict of interest in doing so. If you wish to receive such advice, you should consult independent legal counsel of your choice.

We appreciate the confidence you have shown in CACHARLES + CO. and look forward to the opportunity to serve you.