Terms of Business
May 2026

In this agreement:

a. ‘We’ or ‘us’ or ‘our’ refers to Browne Jacobson Ireland LLP.

b. ‘You’ or ‘your’ refers to the client(s) identified in the engagement letter instructing us on a matter.

1 Introduction

1.1 About us

Browne Jacobson Ireland LLP is a limited liability partnership registered in Ireland, regulated by the Law Society of Ireland and authorised by the Legal Services Regulatory Authority to operate as a limited liability partnership. A list of its partners is available at its principal place of business at 2 Hume Street, Dublin 2, D02 FT82.

1.2 Terms

These terms apply to the services you have instructed us to provide.

We will carry out the work in line with our section 150 notice letter and these terms (and any variations to these which we agree with you in writing).

If there is any difference between the section 150 notice letter and these terms, the section 150 notice letter will apply.

Your continuing instructions will confirm that you accept these terms and any section 150 notice letter we have sent.

Unless we agree otherwise, these terms and the section 150 notice letter will apply to any future instructions you give us.

We will review these terms from time to time. and we will notify you of any changes to them. The latest version will be available on our website.

If we need to give you notice under these terms, we will send it to you at your home, registered office or main place of business. If you need to give us notice, you should send it to us at our registered office.

2 Services

2.1 Relying on our advice

Our advice, both verbal and written, only applies to the particular matter it relates to. You cannot rely on it for anything else.

You must not share our advice with anyone else without our written agreement. Where we give our agreement, no one else can rely on the advice.

Apart from our partners, members, employees, consultants, subcontractors and agents who have the benefit of section 12 (limitations of liability), nothing in this agreement will entitle any third party to rely on or enforce any term of this agreement.

Unless specifically agreed and acknowledged in the section 150 notice letter, you agree and acknowledge that you are instructing

us as principal rather than as an agent for anyone else. Accordingly, you are primarily liable to us for the payment of our fees. All invoices in this matter will be addressed to you in accordance with the terms set out below.

2.2 Acting for multiple clients

If we are instructed by multiple clients, we will let you know in our engagement letter how this will work.

s.3.7 deals with fees where this applies.

2.3 Dealing with others on your behalf

We may need to deal with others on your behalf. If so, we will instruct them on your behalf as our agent and we are not liable for their advice or services.

s.3.3 deals with payment of fees and expenses in connection with others instructed on your behalf.

3 Fees and expenses

3.1 How we calculate our fees

We will provide you with a written cost estimate. Unless agreed otherwise, our fees are based on the time we spend on your matter. This is based on 6-minute units and the hourly rate for the person(s) doing the work. Unless stated otherwise, estimates do not include VAT. We may also charge for time spent on additional issues related to your matter. This includes responding to subject access requests and external investigations that arise directly because of the work we are doing for you, to the extent permitted by law.

3.2 Hourly rates

We will let you know our hourly rates and / or fee estimate at the start of the matter. We may increase our hourly rates, for example at the start of a new financial year. We may also increase our rates if your instructions change, for example if the matter we are working on for you becomes more urgent. We will give you advance notice of any increases.

3.3 Expenses

We may charge disbursements and other expenses.

Disbursements include court fees, counsels' and experts' fees, travel expenses, and search fees.

We also charge for other expenses called 'other service items'. These charges are based on the amount used. If we need to instruct others (e.g. counsel, experts, or foreign lawyers), we will discuss the selection with you. We will engage them as your agent on your behalf.

You are responsible for such people's fees. This includes where we have paid them on your behalf. If we have paid them on your behalf, we will invoice you for these fees.

3.4 Taxes

You will pay any applicable taxes on our fees and expenses. This includes VAT.

3.5 Payment on account

We may ask for money on account of our fees and expenses. We will use such money to reduce any unpaid bills. Our total fees and expenses may be more than any payment on account.

3.6 Client accounts

Except for payments you make to cover our fees and expenses, all money we hold for you in a client account belongs to you and as such

these funds will be held in our client account in trust for you.

We will only hold your money if this is necessary to carry out a transaction or other obligation, commit to spending on your behalf or make sure that there is enough money to cover our costs to an agreed stage. You should not pay money to us unless we ask you to. If we do ask you to pay money to us, we will hold it only for as long as is necessary to deal with the matter it relates to. If there is any money left over after dealing with the matter, we will return this to you as soon as possible.

We normally only make payment by way of an electronic banking transfer and you agree to provide us with the relevant details of your bank account and any confirmatory follow up we may reasonably require.

3.7 Joint instructions

If we are instructed jointly by more than one public body, company or individual, all such bodies, companies or individuals (as the case may be) will be jointly and individually responsible for the fees and expenses relating to the work we do under the joint instructions. This is known as joint and several liability.

3.8 Interest on client money

We have an interest rate policy that is fully in line with the Law Society Guidelines. The policy is available on our website or you can ask us for a copy.

We may incur additional costs in holding client money on your behalf and we reserve the right to charge you for these costs.

4 Billing and payment

We normally invoice you monthly for our fees, disbursements, and expenses. We may invoice more frequently for disbursements. You must pay invoices in full on receipt, unless agreed otherwise.

You must pay our invoices in the same currency as the bill. If you do not, we will charge you for any exchange difference.

All invoices must be paid immediately upon receipt. Any pre-payments will be offset against outstanding invoices. If an invoice is not paid, we reserve the right to terminate our engagement / retainer on giving reasonable notice to you. In addition, we reserve the right to decline to act on any other matters on which we are acting for you. In the event that we are required to take any action to enforce payment, our costs of doing so will be payable at the usual hourly rates of any staff engaged in such action.

We will produce a monthly statement showing outstanding bills as at the date of the statement.

4.1 Security warning

Our bank details will not change during a transaction. We will not inform you of any changes to bank details by email. If you have any concerns about our bank details, please call us. We are not liable for monies transferred to the wrong account.

4.2 Debt collection

We use debt collection agencies for overdue debts. We may charge you for any additional debt recovery costs.

4.3 Late payment and interest

We may charge interest on overdue invoices. Interest is charged at 2% above the Central Bank of Ireland base rate on the date payment was due.

4.4 Set-off and lien

We may exercise a lien (a charge) over any amounts we hold in our client account on your behalf or any property or papers in our possession until all fees, disbursements and other expenses are paid for all matters we have carried out on your behalf (for health matters, we will not exercise a lien over private medical records). This will apply to any property or papers we hold on behalf of any member of your group or anyone instructing us jointly with you.

4.5 Disputed invoices

We try to avoid disputes over our invoices. However, disagreements do occasionally arise. These terms do not stop you from challenging our charges. Under the Legal Services Regulation Act 2015 we are required to advise you of your rights to a dispute resolution procedure pursuant to that legislation. If you wish to dispute this bill or costs or any part of it, you can avail of the following procedure:

- Contact by telephone or email the person dealing with your matter or the supervising partner;
- If you dispute our bill, you are required, within 21 days of this bill being issued, to send us a statement setting out the nature of the dispute. We will take all reasonable and appropriate steps to attempt to resolve the dispute by informal means which may include, with your consent, mediation;
- You may refer the dispute to mediation;
- You may refer the dispute to the Legal Costs Adjudicator for adjudication. The relevant contact details are as follows:

  Office of the Legal Costs Adjudicators 1st Floor
  Merchants House
  27-30 Merchants Quay
  Dublin 8 D08 K3KD
  Ireland Tel: +353 (0)1 888 6301
  Homepage:
  https://www.courts.ie/content/office-legal-costs-adjudicators-high-court-formerly-known-taxing-masters-office

  Email:

  info_legalcostsadjudicators@courts.ie
- If the bill of costs is reduced by less than 15%, you shall be responsible for paying the costs of the adjudication;
- The above are your rights under the Legal Services Regulation Act 2015 and they are without prejudice or limitation to any other contractual rights you may have.

5 Money laundering, sanctions, and beneficial ownership

5.1 Our obligations

We are required by law to obtain evidence of clients' identity. This may include related people, such as beneficial owners. We must obtain this evidence before starting work or accepting funds. We must also keep this evidence up to date. You agree to provide any evidence we require for these checks. This is an ongoing process; we may need further information at any time.

5.2 Verification

We may carry out identity checks using third party databases. This may be done electronically. You agree to us using the information you give us in this way.

5.3 Source of funds and wealth

We are required to check and gather evidence as to the source of funds and wealth in relation to matters we are instructed on. You must provide any evidence we need. Failure to provide evidence may result in us terminating our retainer with you.

We normally require payment on account of our fees following instructions from you, and not a third party.

5.4 Reporting

We are legally bound to keep clients' affairs confidential. However, sometimes we have to give certain information to the authorities. This includes where sanctions may apply. If this happens, we may not be allowed to tell you and we may have to stop acting for you. This may mean we cannot comply with instructions relating to money we hold. We are not liable for any losses arising to you or others, from meeting these duties.

5.5 Cash and non-cash assets

We do not ordinarily accept cash or non-cash assets. Cash or non-cash assets must be approved by us in advance. If you pay cash into our account, we will charge you for any additional checks needed to find out where the money came from. In some cases, we will not be able to return the cash to you. We will not make any payments in cash.

5.6 Credit cards

We do not accept funds into our client account by way of credit card payment.

5.7 Payments to others

We will not make payments to others on your behalf, other than in connection with a matter we are directly instructed on.

6 Other queries and concerns

6.1 Raising queries and concerns

We are confident we will provide a high quality service. If you have any queries or concerns, please raise them with whoever is dealing with your matter or the supervising partner. If you prefer, you can raise this with the Senior Partner.

6.2 Complaints

We strive to ensure that you are fully satisfied with the services we provide. If you wish to make a complaint at any point, please initially do so with the person dealing with your matter. Our complaints procedure is available on our website, or you can ask for a copy.

In certain cases, you may also be entitled to refer the subject matter of your complaint to the Legal Services Regulatory Authority. Whilst we in no way wish to interfere with your rights in this regard, we do request that you attempt to resolve matters directly with us in the first instance.

Full details of our complaints procedure is available on our website or you can ask us for a copy.

7 Working electronically and your records

7.1 Working electronically

We work electronically where we can. This involves scanning documents,

destroying originals, and replacing them with electronic files. We have your agreement to do so unless you write to us to say otherwise.

7.2 Record keeping

We will keep records in accordance with our retention schedule. You can find a copy here. We reserve the right to update our retention schedule at any time in line with regulatory and business requirements. We will keep your records for at least seven years from when the matter closes unless the law or our agreement with you says otherwise. This includes records relating to sanctions and anti-money laundering checks. We can destroy all records (paper and electronic) at the end of this period. If you have asked us in writing before this date, we will return the records to you.

We will return original title deeds, signed agreements and similar documents to you when the matter is completed, unless we have agreed to keep them.

We follow our data protection, retention and destruction policies when keeping your records and processing personal information. These can be found on our website (www.brownejacobson.com/Ireland). We recommend that you review our website for any updates to our data protection, retention and destruction policies.

Our liability for any loss of, or damage to, your records is limited to the cost of replacing or restoring them. We keep documents securely, at our offices or in an external secure storage facility. This may be owned and operated by third parties. Anyone processing personal information on our behalf is approved by us and must follow the terms of their contract with us in line with data protection laws.

7.3 Retrieval charges

We may charge you if we need to take paper documents out of storage in relation to instructions to act for you. Charges are based on the amount of time spent producing archived records for you or any other person you ask us to give the records to. We may also charge for reading, correspondence, or other work necessary to follow your instructions.

7.4 Copyright

We own all copyright and other intellectual property rights in material we create or develop on your matters. We may keep copies of documents relating to any work we do for you. This includes documents created by others such as foreign lawyers, counsel, and experts. We may make the contents available within our organisation for training purposes. We may also use such material to help us provide services to other clients. We will not reveal your identity or confidential information.

8 Confidentiality, data protection and information security

8.1 Our commitment

We are committed to keeping your information secure. This means we will keep your information electronically on our secure systems where possible. We will keep documents and paper records securely, as noted above. All devices we use when providing our services are encrypted. We regularly test our systems to ensure they are secure.

Browne Jacobson Ireland LLP will ask for information about you and the nature of the proposed work for the

purpose of conflict checking, credit checking, client identification procedures and other bona fide purposes. This information (which may include personal data) may be disclosed to Browne Jacobson LLP, and/or Mowbray Trustees Ltd and/or some of their members for such purposes. All personal information will be processed in accordance with applicable privacy laws. For details about what personal information we collect and why, we refer you to our privacy notice on our website here. We may disclose any information relating to the engagement, including personal data about you, for the purposes of obtaining advice on matters of foreign law, to foreign legal advisors including those outside the European Economic Area and these jurisdictions may not provide the same level of data protection as the jurisdiction in which you and/or we are based. If on your authority we are working with other professional advisors we assume that we may disclose any relevant aspects of your affairs, including your personal data to them, including those outside the European Economic Area.

8.2 Communications with you

You authorise us to communicate with you and others by email and other methods of electronic communication. If we communicate over the internet, we are unable to guarantee that the information will remain secure and confidential. We have no responsibility (whether in contract, tort (see note 1 below), negligence or otherwise and however it arises) if, due to circumstances beyond our reasonable control:

(a) you do not receive a communication.

(b) a communication is delayed or corrupted.

(c) someone who is not authorised to do so sees a communication.

If you want to discuss our procedures or need particular communication or security arrangements to be put in place, please let us know in writing. We will try to put in place any specific requirements you ask for. We may pass on to you any charges involved.

Note:

Tort is a legal term which has no precise legal definition. The reference covers any interpretation the courts give to the term. For guidance only, a tort is often explained as a civil wrong or wrongful act (whether deliberate or accidental) that harms or causes loss to another.

8.3 Confidentiality

We will keep confidential all information you give us. All reports and advice we produce will be kept confidential. This does not apply to information in the public domain or where disclosure is required by law.

You agree that we may exchange your information (including personal data) with other entities affiliated with Browne Jacobson Ireland LLP ('Browne Jacobson Entities'), including for the purposes of conflict checking, compliance, financial planning, billing, business development and matter management. Arrangements are in place among all Browne Jacobson Entities to protect the confidentiality of the information exchanged. We will not exchange information that will result in waiver or loss of any client privilege with other Browne Jacobson Entities.

We may need to give information on a confidential basis to others, such as professional advisors and expert witnesses. The terms and conditions that apply when we do this are available on our website. We may also need to give access to:

(a) our accountants or other assessors to our files as part of an audit or quality check.

(b) our insurers or any relevant regulatory body.

We may ask others to do typing, photocopying, scanning or other work. This may be done on or off our premises. All such third parties are approved by us and must follow the terms of their contract, which are in line with data protection laws.

When marketing our services, we may want to refer to you in general terms and to the services we have carried out for you. This may include proposals to prospective clients, legal directories, and on our website. We will not process personal or confidential information you give us for these purposes without your permission.

Your confidential information and/or file(s) may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not want your confidential information and/or file(s) to be used in this way, please let us know as soon as possible.

8.4 Personal information

We will use personal data you provide to us in our working relationship with you. This includes:

(a) updating and improving client records.

(b) carrying out identity, credit, anti-money laundering and fraud prevention checks. These checks use databases and watch lists kept by others. We may give your details to registered credit reference or fraud prevention agencies who may keep and use these.

(c) analysing the information to help us manage our practice and statutory returns, and to meet legal and regulatory requirements.

We follow data protection laws. There is information about this on our website. For more information about how we process your personal data and rights you may have, please see our privacy notice. Our privacy notice is available on our website, or you can ask us for a copy.

8.5 If a transfer of personal data between you and us would be prohibited under data protection laws in the absence of appropriate safeguards under Article 46 GDPR, the following apply:

(a) for personal data protected by EU GDPR, the European Commission approved standard contractual clauses (EU SCCs) will apply between you and us completed as follows:

(i) Module One will apply;

(ii) in clause 7, the optional docking clause will apply;

(iii) in clause 11, the optional language will not apply;

(iv) in clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;

(v) in clause 18(b), disputes shall be resolved before the courts of Ireland;

(vi) Annex I of the EU SCCs shall be deemed completed with the information set out at: Your information & data | Browne Jacobson;

(vii) Annex II of the EU SCCs shall be deemed completed with the information set out at: Your information & data | Browne Jacobson.

(b) for personal data protected by UK GDPR, the EU SCCs completed as set out at (a). above and a UK Addendum to the EU SCCs (**UK Addendum**) issued by the Information Commissioner's Office under s119A(1) of the Data Protection Act 2018 shall be deemed completed between you and us and the EU SCCS shall be deemed amended as specified by the UK Addendum in respect of the transfer of such personal data (**UK SCCs**).

For the purposes of those standard contractual clauses, the party transferring personal data is the data exporter. The party receiving the data is the data importer.

If a provision of these terms directly or indirectly contradicts the UK SCCs or the EU SCCs, as applicable, the UK SCCs or the EU SCCs will prevail.

If the current UK SCCs or EU SCCs are superseded or replaced by new standard contractual clauses, such new standard contractual clauses will automatically apply to the transfer of personal data between you and us and will be deemed completed on a mutatis mutandis basis as described above (as applicable).

8.6 Trade monitoring

We will monitor and record information relating to your trade performance. We will make these details available to credit reference and fraud prevention agencies. Those agencies may keep that information and share it with others when assessing applications for credit and for fraud prevention.

9 Employees and partners

Our employees and partners are valuable to us.

You cannot without our written agreement offer employment to or use the services of (independently or through a third party) any employee or partner who has worked on your matter.

This applies for six months following the end of their involvement in the matter.

10 Terminating, cancelling, or suspending this agreement

10.1 Termination by you

You may terminate your instructions to us in writing at any time. We can keep your papers and documents until you have paid all our fees and expenses. This does not apply to private medical records in health matters.

10.2 Termination or suspension by us

We will only suspend or stop acting for you if we have a good reason. This includes:

(a) you not paying an invoice in full within 14 days;

(b) you not making a payment on account when we ask;

(c) if a conflict of interest arises; or

(d) if following your instructions may result in us breaching our professional duties or going beyond an agreed value of work.

Where appropriate, we will give you reasonable notice and explain the reasons why are doing so.

10.3 Termination by you or us

Either of us can immediately terminate this agreement in writing if the other:

(a) is not, or appears unlikely to be, able to pay its debts.

(b) becomes insolvent.

(c) has significantly broken any of these terms and it cannot be put right within 14 days of the notice.

10.4 Consequences of termination

If this agreement terminates, we will send a final invoice for the work we have done. This will include:

(a) disbursements and other expenses we have paid on your behalf; and

(b) fees and disbursements associated with our ceasing to act and the transfer of the work to another advisor of your choice.

Unless we both agree otherwise, neither of us will have any further obligation to the other after the agreement ends. However, termination will not affect any rights, remedies, obligations, or liabilities that exist at the time the agreement ends. Any term which is intended to come into force, or to continue, when or after this agreement ends will remain in full force and effect. This includes section 13 (limitations of liability).

11 Conflicts of interest

We must avoid conflicts of interest. Before starting work, we will ask you for information to identify any possible conflict. We may be unable to act for you, or we may stop acting for you, if a conflict arises. We are free to act for other clients unless it would lead to a conflict. We will also always keep a small amount of information after file closure to do conflicts of interest searches in the future to comply with our professional obligations.

12 Limitation of liability

12.1 Limit of liability

Unless forbidden by law, our maximum total liability (including that of our partners, members, employees, consultants, subcontractors, or agents) will be the greater of:

(a) €3,000,000; or

(b) 20 times the value of our total fees billed. This does not include VAT, disbursements, or other expenses.

This limit applies to any and all claims made by you arising out of or in connection any individual matter whether under contract, tort (see note 1 above), statute or otherwise (including any liability for interest and costs).

12.2 Exclusions of liability

We (and our partners, members, employees, consultants, subcontractors, or agents) will not (under contract or tort (see 8.3), statute, negligence or otherwise) be liable for any:

(a) indirect or consequential loss; or

(b) any of the following types of loss, whether direct, indirect, or consequential:

(i) loss of profit

(ii) loss of sales or business

(iii) loss of chance

(iv) loss of or damage to goodwill

(v) loss of use or corruption of software, data, or information

(vi) loss of agreements or contracts

(vii) loss of revenue

(viii) loss of any anticipated saving or benefit

that you or any other person suffers because of or in connection with our agreement to act in connection with this matter.

We shall not be in breach of our obligations to you nor liable for any delay in performing or failure to perform any of our obligations if such delay or failure result from events, circumstances or causes beyond our reasonable control.

Our liability to you will be limited to our proportionate share of responsibility for any loss you suffer. This will take account of any contribution to, or responsibility for, the loss by you, your agents and employees and anyone else liable to you.

These limitations apply regardless of any express or implied term or condition contained in any other agreement between us, or any warranty or representation we make.

Nothing in this agreement excludes any liability:

(a) for death or personal injury;

(b) which we are not allowed to exclude or restrict by law; or

(c) arising because of fraud or dishonesty.

We accept the benefit of this agreement as an agent and trustee of each of our partners, members, employees, consultants, subcontractors, or agents who will be entitled to rely on this clause 12.

As far as is lawful, our partners, members, employees, consultants, and agents will not have any separate or individual responsibility or liability whatsoever for any loss or damage you or anyone else suffers. Anyone carrying out work for you will be entitled to the protection of all the limitations, exclusions, qualifications, and defences that are available to us under our agreement with you.

13 Artificial Intelligence

13.1 Use of Artificial Intelligence

We may use artificial intelligence systems (**AI Systems**) to facilitate our client services, or to facilitate some of the administrative or operational elements of our business. The AI Systems may include large language models, machine learning models and generative AI models. We will ensure

that any output from our use of the AI Systems is carefully reviewed and its accuracy verified before we use it or before we give it to you.

13.2 Data Protection and Privacy

If we do use AI Systems when providing our services, we will ensure that any of your information that we use when doing so is kept confidential and secure, in accordance with our confidentiality obligations in section 8 (*Confidentiality, data protection and information security*). If we use any of your personal data for developing and enhancing the AI Systems, we will only do so with your prior consent, and we will collect the minimal amount of personal data that we need to do so. Further information about our use of your personal information can be found in section 8.4.

If we have made the AI Systems available to you, you must receive our written confirmation that the advice or information that the AI Systems generate is accurate before you rely on it. We are not liable for any loss or damage that you or any other person suffers arising from the reliance on advice or information generated by the AI Systems that we have not reviewed and verified.

13.3 Use of AI Tools in meetings

To protect confidentiality and ensure the quality of our services, we ask that you do not use or allow any AI tools, meeting bots, automated transcription services, or similar technologies to join or record meetings with us unless we have agreed to this beforehand. (Please note that advice shared with an AI tool may lose legal privilege as a result).

If an AI tool joins a meeting without our permission, we may need to pause or rearrange the discussion so that your information remains secure. Where you would like to use an AI tool during a meeting, we are happy to discuss this with you in advance and agree an approach that works for everyone.

14 Agreement

These terms will be governed and interpreted in line with Irish law, and any disputes will be dealt with exclusively in the Irish courts under Irish law.

If a court or administrative body (for example, a tribunal or ombudsman) decides that any of these terms is not valid or cannot be enforced, this will not affect the other terms which will continue to apply. If a court or administrative body decides that any of these terms is not valid or cannot be enforced but would be valid or could be enforced if some part of the terms were deleted, the term (or terms) in question will apply with any changes that are necessary to make it valid.