

Terms of Business

1. Vasani International Arbitration Limited

- 1.1. Vasani International Arbitration Limited (referred to as “**VIA**” “**we**” or “**us**”) is a limited company registered in England and Wales under registration number 16289540. VIA's registered address is International Dispute Resolution Centre, 1 Paternoster Lane, London EC4M 7BQ. The nature of the services we deliver means that we practice from many locations internationally to best meet our clients' needs.
- 1.2. VIA specialises in international arbitration work and does not carry out reserved legal activity. Therefore, it does not need to be and is not authorised or regulated by the Solicitors Regulation Authority or any other legal services regulator. This applies to all services VIA offers as a company. For more information on our regulatory status, you can visit our website here: www.vasaniarbitration.com.

2. Application and Scope of Work

- 2.1. These Terms of Business (the “**Terms**”) will apply to the services we provide to our clients in relation to all matters on which we are instructed unless otherwise agreed. The Terms sit alongside our Engagement Letters and together form the Contract between VIA and the client to whom the Engagement Letter is addressed. In the event of any inconsistency between the Engagement Letter and these Terms, the Engagement Letter will prevail.
- 2.2. The services we have agreed to provide in relation to any matter will be described in the Engagement Letter (the “**Scope of Work**”). Such services may be varied by agreement during the course of a matter and will always be agreed in writing. Significant variations to the Scope of Work may require a further or amended Engagement Letter.
- 2.3. Our advice is confined to legal advice. Nothing we say or do is intended or should be understood as advice to you or to anyone else on the investment merits of acquiring or disposing of particular investments, or as an invitation or inducement to engage in investment activities. Nor does VIA act as a broker of investment transactions. Accordingly, VIA is not authorised by the Financial Conduct Authority under the Financial Services and Markets Act 2000.

- 2.4. VIA's services will not include advice on tax-related issues or the tax implications of any transaction or course of action unless (and then only to the extent that) this is expressly agreed in writing at the commencement, or during the course, of a matter.
- 2.5. Unless expressly agreed otherwise in writing, VIA's services are provided solely for the benefit of the client named in the relevant Engagement Letter in relation to the matter on which we are instructed to act. Therefore, we accept no responsibility to anyone else. Our advice may not be relied on by you in matters other than that set out in the Engagement Letter.
- 2.6. We owe no duty to give you advice either on matters of commercial judgement or on matters which raise legal issues but which fall outside the Scope of Work.
- 2.7. Clause 14.4 contains limitations on our responsibilities following the completion of your matter or the termination of the Contract.

3. Your Responsibilities

- 3.1. We require your full cooperation and assistance to allow us to carry out the Scope of Work in a prompt, effective, and professional manner. This will include providing us with information, documentation, or instructions in line with any timescales specified.
- 3.2. To comply with anti-money laundering legislation and Sanctions Requirements (as defined and explained in clause 22) it is necessary for us to identify our clients, their associates, and the source of their wealth and funds. Accordingly, we rely upon the truth and accuracy of all information you supply to us concerning these matters, and you agree that all such information is true and accurate in all respects.
- 3.3. You agree to raise with us and complete any requirements or formalities you have in respect of onboarding us as a service provider before we commence our work for you. We shall not be required to complete any such formalities if not raised with us in advance of the Engagement Letter being signed, and you are not permitted to rely on the non-completion of any such formalities to refuse or delay payment of our invoices or otherwise fail to comply with any obligations under our Contract with you.

4. Fees and Expenses

- 4.1. Depending on the nature of the matter and services delivered, we may charge fees on the basis of hourly rates, fixed fees, capped fees, or any combination of the foregoing. The charging basis we have agreed with you and the fees applicable will be set out in the relevant Engagement Letter.
- 4.2. We shall provide you with an estimate of our likely overall costs in relation to a matter upon request. Unless otherwise agreed by us in writing, any estimate or quotation of fees and/or costs does not amount to a promise or agreement to perform our services within a fixed time, for a fixed fee, or for fixed costs.
- 4.3. We review our hourly rates periodically and will notify you of any rate increases. Upon request, we can provide you with updated fee and cost estimates to complete the Scope of the Work we are undertaking for you.
- 4.4. Our fees are subject to VAT which is paid in addition to our fees. Our VAT registration number is 490878931.
- 4.5. We may incur office expenses when working on your matter. Such expenses may include telephone calls, photocopying, printing, facsimile transmissions and telegraphic transfers, as well as the cost of travel, accommodation, meals and other out-of-pocket expenses incurred while working on your behalf. These expenses will be charged at their cost or assessed cost to us. In the case of some expenses, such as photocopying, printing, and telegraphic transfers, an administration fee may be charged in addition to the direct cost.
- 4.6. In addition to our fees and office expenses, there will often be a need for us to incur external expenses known as disbursements. Where such disbursements can be predicted, and upon your request, we shall set these out for you in writing. Absent agreement to the contrary, your initial instructions to us will constitute your authority for us to incur all reasonable disbursements (such as arbitral institution fees, tribunal fees, international lawyers' fees, experts' fees, barristers' fees data hosting fees and courier fees, inter alia) and you agree to reimburse us for them. If in our professional judgement we consider it necessary to do so, we will consult with you before incurring any such expenditures.
- 4.7. VAT, if applicable, is payable on some of these disbursements and expenses.
- 4.8. We reserve the right to charge you for any losses we may incur on foreign currency disbursements and expenses as a result of changes in the exchange rates between the date of dispatch of our invoice and the date of its payment.
- 4.9. You agree we are entitled to charge you for the time and expense involved in responding to any subject access request delivered to us under UK GDPR (as

defined in clause 7 and as amended or replaced from time to time) or any regulations made under it which we or you receive from a third party in connection with any matter on which we are or were acting for you. This obligation will survive the Contract's termination and our relationship with you.

- 4.10. Before accepting instructions, we will complete a number of professional steps that may include conflicts, credit, and due diligence checks to identify our clients in accordance with anti-money laundering legislation. To comply with those obligations, we are likely to request from you, and to retain, information and documentation relating to your identity and sources of your wealth and funds. We are also likely to make searches of appropriate databases. We may need to repeat these checks from time to time. If you have any questions about how these checks will be completed or if you have objections to any of these checks being carried out, please let us know as soon as possible. There may be circumstances in which we are not able to proceed with your instructions, for example if satisfactory evidence of your identity is not provided within a reasonable time. In these circumstances, we will not proceed with our work for you, but we will charge you for the work done prior to that date.
- 4.11. We will invoice you monthly. Payment shall be due with 14 days of the invoice date unless otherwise agreed. We may ask for payments on account in respect of disbursements or we may send a separate bill for disbursements at any time.
- 4.12. If you fail to pay our invoices in full on or before the due date stated on the invoices, we reserve the right to charge interest on the payment at the relevant statutory rate of interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.13. If our fees remain outstanding for more than 14 days after the date of the relevant invoice, we reserve the right to cease acting with immediate effect and to retain any documents and property as security for any amounts owed to us including interest.
- 4.14. You remain responsible for ensuring we receive full payment of our fees as stated on our invoice in GBP (or any other mutually-agreeable currency) at all times. You will also be responsible for any bank charges we incur in any currency conversion.
- 4.15. In cases where we act for more than one client on the same matter, all such clients shall be jointly and severally liable for our fees, expenses, and disbursements unless we otherwise agree in writing.

5. Confidentiality

- 5.1. We will keep confidential all information provided to us in connection with the delivery of services unless:
 - 5.1.1. you authorise us to disclose it;
 - 5.1.2. the information is in or comes into the public domain without any breach of confidentiality on our part; or
 - 5.1.3. we are required or permitted to disclose it by law, or by any regulatory or fiscal authorities, in which case, to the extent that we are permitted to do so, we will endeavour to give you as much advance notice as possible and permitted of any such required disclosure.
- 5.2. We owe the same duty of confidentiality to other clients (including former clients) and other persons and organisations, and we will therefore not disclose or make use of any information that might be given to us in confidence in relation to any other matter without the consent of the relevant party, even if it is material to providing the services set out in the Engagement Letter.
- 5.3. You acknowledge that it may be necessary for us to share confidential information, including information to which legal professional privilege attaches, with the following suppliers which may change from time to time:
 - 5.3.1. our third-party suppliers to whom certain support services have been outsourced;
 - 5.3.2. our insurers; and
 - 5.3.3. other advisers with whom we work in relation to your Scope of Work.
- 5.4. All suppliers are subject to strict confidentiality and data processing agreements.
- 5.5. You agree that we can make and retain copies of any written material we produce in relation to the Scope of Work.

6. Conflicts of Interest

- 6.1. Before accepting your instructions, we shall endeavour to ascertain that there is no conflict of interest which, in our professional judgement, would render it inappropriate for us to act for you. This duty will continue while we are engaged to deliver the Scope of Work. We will not knowingly act for any other client in respect of the same or a related matter if our duties to you and that other client conflict, or there is a significant risk that those duties may conflict, unless it is professionally permissible to do so and you consent.

- 6.2. We shall, however, be free to act for any other client, whether generally or in respect of any unrelated matter, even though there is or may be a conflict between your interests (including your commercial interests) and those of the other client unless we, in our professional judgement, consider that it would be inappropriate to act in the circumstances.
- 6.3. If a conflict of interest arises during our Contract, we reserve the right to terminate the Contract if, in our professional judgement, we consider that it would be inappropriate to continue to act for you.

7. Data Protection

a. Privacy Notice

- 7.1. We need to process personal data to provide our services. When we do so, we ensure compliance with the appropriate data protection laws which in the UK consist of the Data Protection Act 2018 and the General Data Protection Regulations (referred to as "**UK GDPR**"). You can visit our website at www.vasaniarbitration.com to review our Data Protection Privacy Notice which explains how we use personal data.
- 7.2. In some cases, due to the nature of the legal services being provided, we may also need to process personal data of third parties. You are responsible for ensuring that such third parties provide a copy of the privacy notice to all individuals within their respective organisations whose personal data will be passed to us as contacts or for compliance check purposes. Upon our request, you must also provide a privacy notice in the form prescribed by us to any other third parties whose personal data you are transferring to us.

b. Data Sharing

- 7.3. You acknowledge that, in the course of professional practice, personal data is processed in compliance with the UK GDPR. To deliver the legal services specified in the Scope of Work, we may be processing data which would be considered "personal data" under UK GDPR.
- 7.4. You have asked us to act as data processor for delivering the services specified in the Scope of Work. As such, we may be processing all types of data of your employees, clients, and other third parties involved in your matter. This may include special category or criminal offence data. We accept and acknowledge our duty of confidentiality in relation to all personal data and information disclosed to us during the delivery of our services. We will only undertake processing based on your specific instructions given that you, as the

data controller, are obliged and entitled to exercise overall control of the purpose and means of processing the data.

- 7.5. You agree that the following categories of data may be processed by us: employee and third party information (name, contact details, case details, etc.); client information (name, contact details, case details, etc.); legal documents and case files; financial records necessary for billing and administration purposes; and special category and criminal offence data where required for legal representation.
- 7.6. We will ensure that:
- 7.6.1. We comply with the provisions of UK GDPR, including any amendments to such legislation made from time to time.
- 7.6.2. We have in place robust security measures of a technical and organisational nature to protect against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of or damage or alteration to, personal data.
- 7.6.3. We do not use sub-processors without ensuring that they have appropriately robust security measures in place. You consent to and agree with the use of such sub-processors.
- 7.6.4. We recognise the rights afforded to data subjects under UK GDPR. If we receive any such requests as a result of the services delivered under your Contract, we will immediately notify you as the data controller and assist you with your compliance.
- 7.6.5. We acknowledge your right to conduct audits and inspections in relation to the data we process on your behalf and we agree to comply with reasonable requests.
- 7.6.6. We ensure that where data is transferred to a third country, a risk assessment is carried out and that we ensure the level of protection is equivalent to that guaranteed under the UK GDPR. This may require adopting supplementary measures to bring the level of protection of the transferred data up to the required standard by the UK GDPR.
- 7.7. We shall ensure that shared data is relevant and limited to what is necessary; data accuracy is maintained through periodic reviews; security measures are in place, including encryption where applicable; and staff handling data are appropriately trained. There shall be procedures in place for dealing with access requests, complaints, or queries from data subjects.

- 7.8. In the event of a data breach, the responsible party shall notify the Information Commissioner's Office within 72 hours if required, as outlined in our Data Protection Policy. The affected data subject(s) shall be informed as soon as possible, and appropriate remedial action shall be taken. The requirements to manage breach investigations and reporting is contained in our Data Protection Policy.

8. Limitations and Exclusions of Liability

a. Directors, Agents, Independent Consultants, Independent Contractors, and Employees (collectively referred to in the Terms as "Personnel")

- 8.1. The services provided under or in connection with the Contract are provided solely and exclusively by VIA acting through the agency of its Personnel. VIA shall be liable to you (subject to these Terms and all other terms of the Contract) for:
- 8.1.1. the wrongful acts and omissions of VIA directors in VIA's ordinary course of the business or with VIA's authority; and
 - 8.1.2. the wrongful acts and omissions of other VIA Personnel in the ordinary course of their employment.
- 8.2. No member of VIA's Personnel owes you any personal duty of care or assumes any personal responsibility to you.
- 8.3. No member of VIA's Personnel shall be liable to you for any loss or damage howsoever arising as a consequence of their acts or omissions (including negligent acts or omissions) save where such loss or damage is caused by their fraud, dishonesty, reckless disregard of professional obligations, or wilful misconduct.
- 8.4. VIA shall be liable to you to the same extent as it would have been in the absence of this exclusion. VIA undertakes not to rely upon any matter by way of defence if and to the extent that such matter would not have been available to it in the absence of this exclusion.

b. Liability Cap

- 8.5. In aggregate, VIA's liability and that of its Personnel (should any liability attach to them notwithstanding clauses 8.2 and 8.3) to you and all Associated Persons in respect of all claims by you and all Associated Persons arising out of or in connection with the Contract, including claims for legal costs and claims to which clauses 8.2, 8.3, and/or 8.4 apply, whether arising as a result of negligence or in contract or otherwise, shall be limited to any amount agreed

with you for this purpose, whether stipulated in the Engagement Letter or otherwise. In default of such an agreement, VIA's liability and that of its Personnel collectively shall be limited to the lesser of either (1) the sum of fees incurred by VIA; or (2) GBP 3 million (the "**Liability Cap**").

8.6. For the avoidance of doubt:

8.6.1. the Liability Cap shall apply whether or not there are any Associated Persons;

8.6.2. where clauses 8.2, 8.3, and/or 8.4 apply and result in a lower limitation of liability than the Liability Cap, such lower limitation shall continue to apply in respect of the matters set out therein, such that VIA and its Personnel have the benefit of each such lower limitation as well as the benefit of the Liability Cap.

8.7. "**Associated Person**" means any person who is not our client in relation to the Contract but who we agree shall be entitled to rely upon or receive our services in relation to the Contract.

c. Proportionate Liability

8.8. Where there are a number of natural or legal persons, including VIA, advising you on a matter and you have suffered loss, you agree that it is fair and reasonable that VIA should be liable only for its proper share of the responsibility for such loss, subject always to any Liability Cap applicable to the Contract. Accordingly, if VIA or any of its Personnel (should any liability attach to them notwithstanding clauses 8.2 and 8.3) incur any liability to you arising out of or in connection with the Contract (other than in respect of legal costs), whether arising as a result of negligence or in contract or otherwise, then subject to any Liability Cap applicable to the Contract, any such liability shall be limited to such amount as is just and equitable having regard to:

8.8.1. the extent of any such other person's responsibility for the loss in question; and

8.8.2. the extent of VIA's responsibility (or that of its Personnel) for the loss in question, provided always that the amount of any such liability shall always be limited to the Liability Cap as defined in clause 8.5.

In determining what amount is just and equitable, the following shall not be considered:

8.8.2.1. any limitation or exclusion of liability you may have agreed with any other such persons;

8.8.2.2. any Liability Cap applicable to the Contract and any limitation which may arise under clauses 8.9 to 8.12; or

8.8.2.3. any matter (whenever arising) affecting the possibility of recovering compensation from any other persons (including inadequacy of insurance, inability to pay, or insolvency) and whether or not you have sought recovery of such compensation.

d. Sanctions Requirements

- 8.9. As explained in clause 22 (Terrorism and International Trade and Economic Sanctions) our professional indemnity insurers have the right to exclude and/or suspend cover (including the payment of any indemnity) in respect of your matter in circumstances where they (or in some instances any member of their group) would be exposed to any sanction, prohibition, or restriction as a result of Sanctions Requirements (as defined in clause 22) (whether or not such Sanctions Requirements are binding on VIA). If VIA or any of its Personnel (should any liability attach to them notwithstanding clauses 8.2 and 8.3) incur any liability to you arising out of or in connection with the Contract, whether arising as a result of negligence or in contract or otherwise, and as a result of potential Sanctions Requirements our insurers exclude and/or suspend cover, or contend that they are entitled to exclude and/or suspend cover, payment to you by way of compensation of more than the level of cover provided to VIA, shall not be required to be made unless and until our insurers indemnify us.
- 8.10. Where Sanctions Requirements apply to your matter and are binding on us, and any liability is established against us or our Personnel, we and our Personnel may be prohibited from making any payment to you until the Sanctions Requirements have ceased to be applicable, and in that event we and our Personnel (wherever based) shall not be liable for any failure or delay in making payment, including, for the avoidance of doubt, any interest that may accrue as a result of delay.

e. Qualification

- 8.11. The limitations and exclusions in these Terms and (if any) in your Engagement Letter will not operate to limit or exclude any liability, whether a liability of VIA or of any of our Personnel (should any liability attach to them notwithstanding clauses 8.2 and 8.3) for fraud, dishonesty, reckless disregard of professional obligations, or wilful misconduct, or any liability which cannot be lawfully limited or excluded or which it would be unreasonable to limit or exclude.
- 8.12. The entirety of clause 8 shall be enforceable by VIA and its Personnel.

9. Insurance Cover

a. Your Cover

- 9.1. Where you instruct us to advise you in connection with any potential liability on your part, you should ascertain (if appropriate, with the assistance of your brokers) whether you are (or may be) covered by any relevant insurance in respect of either your potential legal liability and/or legal costs and expenses. If so, you should inform us of this fact, notify the insurers of the possible claim as soon as practicable, and advise them of our involvement.

b. VIA's Cover

- 9.2. VIA has arranged professional indemnity insurance which is in our opinion commensurate with our professional responsibilities and the nature and scope of our professional services.

10. Counsel, Experts and Foreign Lawyers

- 10.1. If we consider it necessary to engage on your behalf any barrister or advocate (counsel), expert, or foreign lawyer in connection with your matter, we shall normally consult you before making any appointment to discuss the person to be appointed and the terms of their retainer.
- 10.2. We shall not be responsible for the services provided by any such barrister, advocate, expert or foreign lawyer engaged on your behalf, or for any failure or delay by them in the provision of their services, including in respect of their preservation and protection of documents and data. You will be responsible for their fees and expenses.

11. Copyright

- 11.1. Unless we expressly agree otherwise, VIA retains its entire copyright and all other rights in all documents provided by us to you. You are granted a non-exclusive licence to use such documents for the matter for which they are provided but not otherwise.

12. Retention and Storage of Documents and Other Property

- 12.1. Unless otherwise agreed, during the course of any matter we shall retain such documents (which expression includes any medium in which information is recorded, whether on paper, electronically, or otherwise) or copies thereof as in our professional judgement it is proper to retain. For this purpose we may make or keep copies of such documents (whether in electronic or microfilm

form or otherwise) and destroy other versions of those documents. We will retain or destroy data in accordance with our data retention policy or as agreed with you in writing.

12.2. Unless otherwise agreed, at the completion of the Contract we shall:

12.2.1. at your request and expense, return to you any documents to which you are entitled;

12.2.2. otherwise retain such documents relating to the matter or copies thereof, as in our professional judgement it is proper to retain, and for this purpose we may make or keep copies of such documents (whether in electronic or microfilm form or otherwise) and destroy other versions of those documents; at your request and expense, return to you any property (such as exhibits, models, etc.) to which you are entitled, and otherwise retain such property as in our professional judgement it is proper to retain.

12.3. You agree that we shall not be obliged to keep such retained documents or property relating to your matter for more than six years after completion of the Contract. After this time, we are entitled to dispose of the documents and property without further reference to you. Alternatively, we may charge you for the continued retention of such documents which you ask us to retain.

12.4. We reserve the right to make a charge for retrieving, reviewing, or copying documents which have been archived.

13. Electronic Communications

13.1. Unless otherwise agreed, we assume we may communicate by means of email, (which may include unencrypted e-mail). You agree to accept the risks of using unencrypted email, including but not limited to the risks of viruses, interception, and unauthorised access.

13.2. We agree to use commercially reasonable procedures to maintain security of e-mail and to check for commonly known viruses in information sent and received electronically. We cannot guarantee that all communications will be secure or free from infection.

14. Termination

14.1. You may terminate your instructions to us in writing at any time but we shall be entitled to retain any and all of your papers and documents while there is money due to us in respect of our charges and expenses, including any

charges and expenses arising on matters other than the matter which is the subject of the Contract.

- 14.2. We reserve the right to cease acting for you in any of the circumstances specifically set out in these Terms We may also decide to cease acting for you where there is other good reason; for example, if we are unable to obtain clear or proper instructions from you on how we are to proceed, if it is clear that you have lost confidence in the manner in which we are carrying out our work, if you do not pay any invoice or comply with our request for payment on account, if you give us instructions which conflict with our rules of professional conduct, or if in our professional judgement we consider that it would be inappropriate to continue to act for you. We shall give you reasonable notice of our intention to cease acting on your behalf.
- 14.3. If you or we decide that we shall no longer act for you, you agree to pay our outstanding charges and expenses, including those not yet billed.
- 14.4. Unless terminated earlier, our Contract will terminate following our completion of services set out in the Scope of Work (including any updated versions). Following termination, we will not be responsible for:
 - 14.4.1. reminding you of future deadlines or obligations relevant to the matter (e.g. an option or liability expiry date or a regulatory filing date); and
 - 14.4.2. updating any advice given to you; unless we have agreed to do so in writing or it is our legal duty to do so.

15. Publicity and Market Reports

- 15.1. Unless otherwise agreed, we may disclose to third parties that you are or have been a client. We may also disclose to third parties that we are acting for you or have acted for you on a matter, if information about that matter is in the public domain or you specifically consent to that disclosure.
- 15.2. You agree that VIA may use some information derived from the services we provide to you in market, sector, or other reports that we publish, on the basis that the information is fully anonymised and aggregated to ensure confidentiality is maintained.

16. Novation

- 16.1. We may transfer the benefit of the Contract to any partnership or corporate entity (including a limited liability partnership) which carries on the business of VIA in succession to it. You will accept the performance by such transferee of

the Contract in substitution for that of VIA. References in these Terms and in any relevant Engagement Letter to "Vasani International Arbitration Limited", "VIA" or "we" (or derivatives thereof) are deemed to include any such transferee.

- 16.2. Subject to the above paragraph, neither of us shall have the right to assign or transfer the benefit or burden of the Contract without the written consent of the other.

17. Authority to Give Instructions

- 17.1. Unless agreed otherwise, VIA shall assume that all of your employees, directors, and officers as well as agents and third parties acting on your behalf who give us instructions are authorised to do so and that we may act on oral instructions. By entering into this relationship, we are authorised to take instructions from you and any other person we believe to have been authorised by you to give us instructions. Further, if you retain us as agent for a third party, or purport to do so, you warrant that you have the authority of that third party to retain us. We equally assume that once advice or information has been given to one of your employees, directors, and/or officers, the advice has been rendered by us to you.

18. Concerns and Complaints

- 18.1. If you have any queries or cause for complaint about the services we provide to you, including our invoices, please raise these in the first instance with the person responsible for your matter as named in your Engagement Letter. If that does not resolve the problem to your satisfaction, or if you would prefer, please take the matter up with the Director and Founder, Sarah Vasani. We shall investigate your complaint promptly and carefully and do what we reasonably can to resolve the difficulties. Our complaints procedure sets out how we handle complaints, and is available on request. If you are a consumer or a small business, in some circumstances, you may also be entitled to refer any matter or complaint to the complaints and redress system operated by the independent Legal Ombudsman whose contact details can be obtained by using the link: www.legalombudsman.org.uk. If entitled to do so, you will need to bring your complaint to the Legal Ombudsman within six months of receiving a final written response from VIA about your complaint and no later than:

18.1.1. one year from the date of the act or omission being complained about; or

18.1.2. one year from the date when the complainant should have realised that there was cause for complaint.

19. Contracts (Rights of Third Parties) Act 1999

- 19.1. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

20. Severability

- 20.1. If any term of the Contract, or any part of such term, is or becomes illegal, invalid, or unenforceable in any respect, then the remainder of the Contract will remain valid and enforceable.

21. Force Majeure

- 21.1. VIA shall not be liable to you for anything arising as a result of any cause beyond our reasonable control, including without limitation any non-receipt by us of email communication for reasons outside our reasonable control and any act or omission of any third party that is beyond our reasonable control. In the event of any such occurrence affecting us, we shall notify you as soon as reasonably practicable.

22. Terrorism and International Trade and Economic Sanctions

- 22.1. Various prohibitions and restrictions relating to terrorism, international trade, and economic sanctions have been imposed by United Nations resolutions and the laws of the European Union, the United Kingdom, the United States of America, Australia, and other countries ("**Sanctions Requirements**"). Many Sanctions Requirements are binding on VIA.
- 22.2. Without derogating from the generality of clause 21 (Force Majeure), VIA shall not be liable to you if we cease to act for you due to circumstances referred to in clauses 22.3 or 22.4 below or otherwise where we are prohibited or restricted in performing our services to you as a result of Sanctions Requirements binding on us. In the event of any such occurrence affecting us, we shall notify you as soon as reasonably practicable.
- 22.3. If we are, may be, or may become prohibited or restricted in performing any of our services to you because of Sanctions Requirements binding on us, we reserve the right to cease acting for you with immediate effect. If we exercise this right, we shall notify you as soon as reasonably practicable.

- 22.4. Our professional indemnity insurers have the right to exclude and/or suspend cover (including the payment of any indemnity) in circumstances where they (or in some instances any member of their group) would be exposed to any sanction, prohibition, or restriction because of Sanctions Requirements. We must reserve the right to cease acting for you with immediate effect if at any time our professional indemnity insurance cover is, may be, or may become excluded or suspended in respect of your matter due to Sanctions Requirements (whether or not such Sanctions Requirements are binding on us). If we exercise this right, we shall notify you as soon as reasonably practicable.

23. Dispute Resolution and Governing Law

- 23.1. The Parties shall notify each other in writing of any dispute arising out of or in connection with the Contract, including any question regarding the Contract's existence, validity, or termination (a "**Dispute**"). Following such notification, the Parties shall endeavour to resolve the Dispute amicably.
- 23.2. If the Parties are unable to reach an amicable settlement within 60 days following the notification of the Dispute under 23.1, either Party may elect to refer to and to finally resolve any Dispute by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. In any such arbitration:
- 23.2.1. The number of arbitrators shall be one.
- 23.2.2. The seat, or legal place of arbitration, shall be London.
- 23.2.3. The language to be used in the arbitral proceedings shall be English.
- 23.2.4. The governing law of the Contract, including the arbitration agreement, shall be the substantive laws of England and Wales.
- 23.3. This clause shall be enforceable by VIA and by its Personnel.

24. Application of these Terms and Amendments

- 24.1. These Terms supersede any earlier terms of business we may have agreed with you and, in the absence of express agreement to the contrary and subject to clause 24.2 below, shall apply to the services referred to in the Engagement Letter (if any) and all subsequent services VIA provides to you.
- 24.2. From time to time, we may amend or supersede these Terms with new ones. In that case, we will notify you of the proposed changes and, unless we hear from you to the contrary within 14 days after such notification, the amendments or new terms will come into effect from the end of that period.