
VIA LEGALIS

PERSONAL LEGAL CONSULTANCY

VIA LEGALIS TERMS OF BUSINESS

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Via Legalis is a recognised sole practice authorised and regulated by the Solicitors Regulation Authority under number 656282. It is the trading name of Lev Klyuvgant, with its business address at 18 Fitzhardinge street, London, W1H 6EQ

solutions@vialegalis.co.uk | +44 (0) 207 112 8172 | www.vialegalis.co.uk

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Unless agreed otherwise in writing, the following terms and conditions will apply to the provision of Via Legalis' services.

1. SCOPE

- 1.1. My advice will be based on my understanding of the relevant law and practice as at the time it is given. Any subsequent changes in law and practice may affect its conclusions. Unless we have specifically agreed to do so, I will be under no obligation to update my advice for any subsequent changes in the law or practice.
- 1.2. During our working relationship, I may provide to you drafts of documents produced by me, such as letters of advice or reports, for your review. You cannot rely on a draft until its contents have been finalised and confirmed to you in writing, even if I do not provide you with a final version of the advice or report. Multiple copies and versions of finalised documents may exist in different media. In the case of any discrepancy, a signed hard copy is definitive.
- 1.3. My advice is provided to you in the specific context of a matter and absent an express written confirmation from me, cannot be used or relied on by you or any third party in any context outside of that matter, including use of or references to it in any public documents or any other form of reference or communications.
- 1.4. I will treat you as my client for professional purposes and unless notified otherwise, I am authorised to take instructions from you and any other person whom I reasonably believe to have been authorised by you to give instructions on your behalf. My duty of care is to you alone as my client and does not extend to any third parties, except with my written consent.
- 1.5. My engagement creates rights and obligations only between you and me. No third party may rely on advice which I give you. No third party is intended to be protected by or benefit from my obligations, services and advice to you or may enforce any term of my engagement by virtue of any applicable law.
- 1.6. My advice is limited to matters of English Law. I do not advise on foreign laws or commercial aspects and viability of a matter. Any involvement in discussions of such advice, where it has been sought (directly by you or on your behalf) and provided by

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third parties (e.g. foreign counsel or experts) does not (and cannot be deemed) to amount to my advice or professional opinion on such matters.

1.7. You agree to indemnify me in full for any loss, damages or liability arising as a result of your breach of this section 1 of these Terms of Business.

2. DATA PROTECTION

2.1. In providing my services to you, I may process personal information about you and others associated with you (each a "data subject").

2.2. Please see the Data Protection Statement included in Annex 1 of these Terms of Business for more details, which also contains a link to my Privacy Policy.

2.3. When you provide information to me about your data subjects for the purposes set out in these Terms of Business, you confirm that you have authority to act as their agent and permission to share such information with me. You confirm you will provide data subjects with access to my Privacy Policy so that they understand how their personal information will be used by me.

2.4. I may disclose that I am acting for you in marketing and other materials and, if it is already in the public domain, details which identify a matter. If a matter is not in the public domain, I may only disclose information for marketing purposes in generic form (and without reference to you), unless we agree otherwise.

2.5. I may use information in relation to you and/or a matter in a fully anonymised format for statistical, reporting and other related purposes.

3. CONFIDENTIALITY

3.1. I will not disclose, without your prior consent, any confidential information about your affairs to anyone, other than a Specialist¹ (where applicable) and, where I consider appropriate, another third party involved in a matter who can assist in the provision of my services to you. There are some situations where I will not be able to withhold

¹ As defined in the Engagement Framework Terms

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disclosure of your confidential or private information. These include:

- 3.1.1. where I am required to do so by any applicable law, rules, regulatory or representative body or court order having taken, where practicable and at your expense, any action, where I am permitted to, which you reasonably request to contest the disclosure after informing you of the requirement;
 - 3.1.2. to anyone (including your other advisers, professional or otherwise) where I consider that it is appropriate for that person to know such confidential information and in order to assist in the proper conduct of a matter;
 - 3.1.3. to my professional indemnity insurers; and
 - 3.1.4. to certain third parties necessary for the efficient and effective running of my practice such as secretaries, interns, any IT services that contain or store such information etc. I will make all reasonable efforts to ensure that your confidential or private information is safeguarded in such cases. Please advise me immediately if you have any concerns or objections in this regard.
- 3.2. I owe the same duty of confidentiality to all of my clients. Therefore, I will not disclose to you without that client's prior consent any information given to me in confidence in relation to any other client's matter, even if it is material to you. You agree that I do not owe a duty of disclosure to you in relation to such information.
- 3.3. From time to time, I may act for other clients whose interests may differ from yours ("**Other Clients**"). I may come to hold your confidential information which would be material to such Other Clients' matters. Subject to my putting in place appropriate safeguards to protect your confidential information, you agree that you will not seek to prevent me from acting for Other Clients because I hold your confidential information.
- 3.4. I may also at times hold confidential information for Other Clients, which may be material to your matter. You agree that I may act for you in such a situation, subject to applicable rules, and with appropriate safeguards in place to protect the confidential information of such Other Clients.
- 3.5. I assume that information you give or otherwise disclose to me has not been given and/or

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disclosed to me in breach of any confidentiality or other obligations that you owe to a third party or any applicable laws and regulations.

3.6. If you contact me about a potential matter, but decide not to instruct me, you agree that subject to appropriate safeguards for your confidential information, I may act for another client whose interests may differ from yours in that matter.

4. WORK PRODUCT RIGHTS

4.1. Subject to paragraphs 4.2 and 4.4 below, you have a right of possession in respect of any final form advice, document or other item in writing (whether paper copy or in electronic form) that I generate for you in the course of my work on a matter (the “**Client File**”).

4.2. However, I retain the copyright and all other relevant intellectual property rights in all of my work product, including the Client File. Notwithstanding this, you will have a licence to use and make copies of the documents I prepare and provide to you for the purposes of a matter, but not for other purposes unless we agree otherwise.

4.3. I may keep copies of any materials provided to you for my records.

4.4. Please note that in the event of outstanding fees, I may be entitled (and reserve the right) to withhold some of your documents and/or property in my possession until the fees are settled. This right is known as solicitor’s lien.

4.5. You agree that any internal communications, notes, drafts, legal and factual research and similar internal materials that I create in connection with a matter as well as retained copies of any work product that I send to you, are and will remain the property of the practice and will not form part of the Client File for the purposes of paragraphs 4.1 and 4.2 above.

5. STORAGE OF DOCUMENTS

5.1. Protecting client and my own information is very important to me. I will therefore endeavour to have in place a number of appropriate and proportionate processes and controls designed to ensure that confidential information is kept secure and protected from unauthorised access.

5.2. I anticipate that the majority of documents relating to a matter will be stored

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electronically, whether instead of or in addition to any hard copy documents. All or most of the files stored electronically, will be stored in a secure cloud practice management software system provided by Clio. You can find a more detailed description of the security features of the system [here](#). The Clio software has been endorsed by the Law Society of England & Wales².

5.3. You consent to my storing your documents electronically.

5.4. On termination or completion of a matter or termination of my engagement:

5.4.1. any original signed documents will usually be sent to you for safekeeping and I will have no further responsibility in relation to such documents; and

5.4.2. you are entitled to request any other documents or material from your original Client File that I still have in my possession.

5.5. You agree that after seven years from sending you my final bill on the matter, I may destroy, without further notice to you, my paper and, where practicable, electronic files, other than any materials which you have asked me to return to you or to someone else. However, in some cases, such period may be longer than seven years pursuant to applicable laws and regulations and/or good industry practice.

5.6. Please note that there may be a reasonable charge for the time, costs and disbursements related to the identification, retrieval and production of any matter materials to you or to a third party, either on your behalf or in response to a formal request or judicial order.

6. IDENTITY VERIFICATION AND COMPLIANCE

6.1. I am subject to laws and regulations on anti-money laundering, anti-bribery and corruption and may be subject to compliance with various sanctions regimes (all together, the “**Compliance Requirements**”).

6.2. I may ask you to provide me with relevant information for the purposes of performing appropriate due diligence checks. This may either be in the form of certain documents

² <https://www.clio.com/uk/law-societies/?cta=banner>

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or certain requests via an electronic application.

- 6.3. In addition and, where applicable, this may include information about corporate structure(s), ultimate beneficial owners, the purpose and the intended nature of a matter and any other information that I consider appropriate or necessary to satisfy the Compliance Requirements.
- 6.4. You agree to provide me with such information promptly on request. You also consent to my conducting electronic verification of identity and storing the resulting information electronically.
- 6.5. Subject to your prior approval, I reserve the right to make a charge for any time spent and/or costs incurred by me in carrying out any identity verification or related client due diligence as may be required by the Compliance Requirements.
- 6.6. I may be required to report to the relevant authorities any suspicious activity, and obtain the prior consent of the relevant authorities before continuing to act for you. I may be prohibited from informing you that I have made such report in cases where doing so would constitute a criminal offence under the Compliance Requirements and any other applicable laws.
- 6.7. You agree that you will have in place appropriate measures designed to prevent bribery and corruption throughout a matter.
- 6.8. I may not be able to act for you in certain cases where the Compliance Requirements prohibit me from doing so.
- 6.9. You will notify me promptly if you become aware that a matter may involve a breach of the Compliance Requirements.
- 6.10. Where, in my absolute discretion, I consider that my work on a matter may involve a breach of the Compliance Requirements, you agree that I may cease working on that matter immediately and terminate my retainer. In some circumstances, I may be obliged to cease working on a matter without explanation.
- 6.11. I will not be liable to you for any loss, damage or delay you may suffer as a result of my:

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6.11.1. ceasing to act in accordance with paragraph 6.10 above; or

6.11.2. fulfilling my statutory obligations (or in acting as I may reasonably believe I am required to do), as long as I have acted in good faith.

7. THIRD PARTIES & COSTS

7.1. In some contentious cases and in the event of a successful outcome, you may be entitled to recover your legal costs from the losing party. However, please note that it is quite rare to be awarded and/or recover the entirety of your legal costs. The amount recovered from the losing party may therefore be less than your actual legal costs.

7.2. Conversely, should you lose, you may be ordered to pay the winning party costs and the same considerations as outlined in paragraph 7.1 above will apply.

7.3. I and/or the relevant Specialist handling your matter will advise you in relation to recovery of costs from third parties in more detail, if/when required.

7.4. Please note that any shortfall in or lack of recovery of costs from the other party or an order to pay the other party's costs do not affect your obligation to settle in full my fees in relation to a matter.

8. COMMISSIONS

8.1. In the event of a successful introduction to a Specialist, I may receive a commission from them. Where such an arrangement exists between me and a Specialist, you will be made aware of it and of its specific terms prior to or at the time of my recommendation.

8.2. Any such commission will be handled in accordance with the requirements of the SRA Codes of Conduct and, in particular, requirements 4.1 and 5.1 – 5.3 of the Code of Conduct for Solicitors and 5.1 and 7.1(b) of the Code of Conduct for Firms, both of which can be viewed [here](#).

8.3. Where applicable, I will provide you with more detailed information about any commission arrangements and your rights in relation to them in all cases.

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9. ENGAGEMENT AND TERMINATION

- 9.1. You instruct me separately, by way of a supplemental agreement or otherwise, in relation to each matter where I assist you.
- 9.2. You may terminate my engagement in relation to a matter(s) at any time by written notice.
- 9.3. Where there is no existing matter(s) pursuant to a supplemental agreement or otherwise, I can terminate this engagement at any time by written notice.
- 9.4. Where there is an existing matter(s), I will stop acting for you in relation to a matter(s) only with good reason and with reasonable notice. A good reason may include (but is not limited to):
- 9.4.1. failure to pay my fees on time (or at all);
 - 9.4.2. a conflict of interests arises;
 - 9.4.3. my continuing to act for you may breach a law or regulation or have an adverse effect on my reputation;
 - 9.4.4. there is a breakdown in our working relationship³ and/or your loss of trust in my professional services.
- 9.5. Unless terminated earlier or we agree otherwise, my engagement on each matter will terminate upon the delivery of my final bill or upon completion of the scope of works as may be set out in a supplemental agreement.
- 9.6. You will remain responsible for my fees and expenses for all work done up to the point of termination regardless of when it occurs.
- 9.7. If you are a “consumer” for the purposes of the Consumer Contracts Regulations 2013⁴, then you have the right to terminate my engagement within 14 days (the “**Cancellation**”

³ Repeating occasions of rude or disrespectful behaviour towards me will be deemed to amount to such a breakdown

⁴ Defined as an individual acting for purposes which are wholly or mainly outside their trade, business or profession

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Period") without giving any reason. To exercise this right, you will need to inform me of your decision in writing. If you have instructed me to commence work prior to the expiry of the Cancellation Period, then you may be liable for an amount which is proportionate to what has been agreed and performed up to your written termination notice.

10. LIMITATION OF LIABILITY

10.1. My liability for any damages or losses arising out of any single matter as a result of any proven negligence or breach of contract or breach of statutory duty or otherwise, will be limited to the minimum set by the SRA for a sole practitioner (currently £2 million).

10.2. If any other party is responsible and/or liable to you for these damages and losses, I will only be liable to you from the proportion allocated to me by the court. In assessing the contribution of any other party, no account will be taken of any agreement limiting the amount of damages payable by such person or of any actual or possible shortfall in recovery of this amount (whether due to settling or limiting claims, or any other reason).

10.3. I will not be liable for any damages or losses arising from:

10.3.1. your and/or your agent's failure to provide me with relevant information required in the course of a matter;

10.3.2. relying on inaccurate or misleading information you or your agents have given me; and

10.3.3. any advice, determination, conclusion or any other action by any third party, including a Specialist.

10.4. To the full extent permitted by the law, my liability for any other form of damages is excluded. This does not include liability for death or personal injury caused by negligence.

11. PROFESSIONAL INDEMNITY INSURANCE

11.1. In accordance with the SRA requirements, I have Professional Indemnity cover for potential claims against my practice. It is set at the SRA required minimum of £2m per claim.

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11.2. The cover is with Travelers Insurance Company Limited under policy number UC SOL 5573962. The full details of the policy, including its territorial scope, are available on request.

11.3. If I identify any instance which may give rise to a claim against me, I will notify you as soon as it is practical to do so. I may have to stop acting for you at that stage and you may need to take independent legal advice in relation to such a potential claim.

12. SUPPLIED INFORMATION AND DATA

You will be responsible for ensuring that any information and any forms of data included in documents entered into by you are accurately recorded, meet your objectives and are free of error. I will have no duty to assess, evaluate or advise upon and will have no responsibility for any information and any forms of data which you, your other advisers or third parties supply to me for inclusion in any form of work product prepared by me.

13. LIMITED LIABILITY ENTITIES

Where my client is any form of a limited liability entity, the individual(s) signing on behalf of such entity agree to be personally liable for the payment of any fees and charges that the entity has failed to pay.

14. JURISDICTION AND GOVERNING LAW

Unless we have agreed otherwise, the Engagement Framework Terms, these Terms of Business, any supplemental agreement and any non-contractual obligations arising out of or in connection with them are subject to English law and any dispute (including a dispute relating to any non-contractual obligation) will be subject to the exclusive jurisdiction of the English courts.

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ANNEX 1

DATA PROTECTION STATEMENT

1. Via Legalis (“VL”) collects and uses relevant information about you to provide you with its services and to meet its legal obligations.
2. This information includes details such as your name, address and contact details and any other information that VL collects about you in connection with the potential or actual services that it may provide. This information may include more sensitive details such as information about your race or ethnicity, religious or philosophical beliefs, political opinions and other sensitive data.
3. In certain circumstances, VL may need your consent to process certain categories of information about you (including sensitive information referred to above). Where VL needs your consent, it will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect VL’s ability to provide its services, either in part or in full.
4. In the process of providing its services, VL may need to share your information third parties which may include other professional advisors, government and regulatory authorities and certain service providers. VL will only disclose your personal information in connection with the services that it provides you and to the extent required or permitted by law.

OTHER PEOPLE'S DETAILS YOU PROVIDE TO VL

5. Where you provide VL or your agent with details about other people, you must provide this notice to those people.
6. VL assumes that the information relating to other people is not provided by you in breach of any applicable laws, regulations or contractual obligations.

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MORE DETAILS

7. For more information about how VL uses your personal information please see VL's full privacy policy, which is available on VL's website: www.vialegalis.co.uk or in other formats on request.

CONTACTING VL AND YOUR RIGHTS

8. You have rights in relation to the information VL holds about you, including the right to access your information. If you wish to exercise your rights, discuss how VL uses your information or request a copy of VL's full privacy policy, please email: privacy@vialegalis.co.uk

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