

MG RYAN KIERAN MURPHY LLP

GENERAL TERMS AND CONDITIONS OF ENGAGEMENT

1. DEFINITIONS

Definitions: In these General Terms and Conditions: "the Firm" means MG Ryan Kieran Murphy LLP or MGRKM; "the Client" means the party engaging the Firm.

2. APPLICATION

These General Terms and Conditions apply to all matters where the Firm has been engaged by the Client to provide legal and, where applicable, tax services (each a "matter"). By instructing the Firm to carry out a matter, the Client agrees to be bound by and observe the provisions of these General Terms and Conditions. These General Terms and Conditions may be relied on by the Firm, its successors, assigns and Associates. "Associate" includes any current or former employee, adviser, consultant or partner of the Firm.

3. IRISH LAW ONLY

The terms of each matter and the services provided by the Firm will only cover Irish law issues. The Firm does not provide or hold itself out as providing foreign law or foreign legal services and takes no responsibility for foreign law aspects.

4. DUTIES OF CARE & CONFIDENTIALITY

In relation to each matter, the Firm shall owe the Client the normal duties owed by a solicitor to his or her client, including a duty of care and a duty of confidentiality. The Client acknowledges and agrees that the Firm may disclose client information to the extent required (i) under applicable law (including without limitation in relation to money laundering regulation or taxation) (ii) for the purposes of efficient running of the Firm (including without limitation in relation to accounting, risk management and IT management purposes).

5. CONFLICTS OF INTEREST

Before the Firm agrees to carry out services in respect of a matter, the Firm will check if there is likely to be a conflict of interest between the Firm advising in connection with that matter and its advice to another of its clients. If, in the course of undertaking a matter, a conflict of interest becomes apparent, the Firm shall notify the Client and reserves the right, if it considers necessary to do so, to decline to act or cease to act in the matter.

6. INSTRUCTIONS & INFORMATION

The Client shall ensure that all instructions, information and documentation relevant for the purposes of undertaking a matter is properly supplied to the Firm and is true and accurate. For avoidance of doubt this includes providing the Firm with accurate bank account details. The Client agrees that neither the Firm nor any person associated with the Firm shall be liable to the Client for any losses caused in whole or in part by the provision of inaccurate, misleading or incomplete information or documentation not properly brought to the attention of the Firm. The Client agrees to indemnify and hold harmless the Firm and its Associates against any claim, fines, penalties or costs incurred by the Firm arising out of or in connection with its reliance on the Client's instructions and any information or documentation provided by the Client to the Firm. In respect of any matter, the Firm shall be entitled to rely on any instructions provided by the person or persons nominated by the Client from time to time as its contact person in respect of that matter.

The Client acknowledges and agrees to the storage and management of information relating to a matter electronically on or off-site (on the Cloud) and that the Firm shall not be responsible for any losses arising from a data breach (including without limitation data destruction, extortion, theft, or hacking). The Firm shall not be liable for any loss or damage to any original documents caused by among other things, theft, fire or flooding.

7. COMMUNICATION

The Firm may freely communicate with the Client and its appointed advisers from time to time by way of telephone, unencrypted email, secure electronic file sharing, by document exchange and by post.

8. FEES AND PAYMENT

If we agree to charge fees by reference to the time given to a matter or any fixed fee is agreed for a matter in advance, this shall be set out in the S.150 Notice (as amended). If we have not agreed to charge an hourly rate or a fixed fee, our charges are calculated by reference to the complexity and novelty of the issues involved, the skill or specialised knowledge required, the time and labour expended, the urgency of the matter and if it is necessary to give it priority over other matters, the place or circumstances in which the

matter is transacted, the number, importance and complexity of the documents to be drafted, prepared or examined, where money, property or an interest in property is involved, the amount of the money or the value of the property or the interest in the property concerned and whether or not we have necessarily undertaken research or investigative work and, if so, the timescale in which such work was required to be completed; and the use and costs of expert witnesses, or other expertise engaged by us and whether such costs were necessary and reasonable. If we become aware of an issue that means that the costs stated in the S.150 Notice will significantly change, we will provide you with a new notice as soon as may be after we become aware of this. The Firm will invoice the Client on completion of the matter.

The Firm reserves the right to invoice on an interim basis, including on a quarterly or monthly basis. A 5 percent surcharge may be added to the fee for the matter to cover office expenses.

Other expenses (including any Counsel's fees, search fees, court costs, courier costs, filing fees, expert fees, travel and accommodation) shall be added to the invoice at cost. Where chargeable, Value Added Tax and any other applicable taxes or duties shall be added to the invoices at the current rate or rates in force at the relevant times

The Client shall pay each invoice in full within 30 days of issue. The Firm reserves the right to suspend or withdraw the provision of services for failure to pay any invoice in full within the 30 days. Payment of invoices may be made directly to our bank account details of which are provided hereunder. All payments must indicate matter number for matter and invoice number. Late payment shall attract interest of 1.5 percent per month.

9. LIMITATION OF LIABILITY

The Firm and its Associates' liability to the Client in respect of a matter, in contract, tort (including, without limitation negligence or breach of statutory duty) or howsoever otherwise arising out of or in connection with or in relation to any matter, shall be limited to the greater of: (i) The amount that is paid out in that specific case under the professional indemnity insurance of the Firm currently €4,500,000; or (ii) €1,500,000 being the minimum level of professional insurance indemnity cover specified in regulations issued under section 26(4) of the Solicitors Amendment Act, 1994 for indemnity against losses arising from a claim of the type to which the matter relates, provided that the total liability shall not exceed five times the amount of professional fees paid by the Client to the Firm during 12 months prior to the claim. The Firm and its Associates will not be liable to the Client for any loss arising out of or in connection with the engagement, in contract, tort, by statute or otherwise, unless the loss is primarily caused by the gross negligence or wilful default of the Firm. Where any loss is suffered by the Client for which the Firm and any other person are jointly and severally liable to the Client the loss recoverable by the Client from the Firm shall be limited so as to be in proportion to the Firm's relative contribution to the overall fault of the Firm, the Client and any other person in respect of the loss in question. The Client may not commence any legal action against the Firm after six years from the date of completion of a matter.

10. EXCLUSION OF LIABILITY

In no circumstances shall the Firm and its Associates be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof for any increased costs or expenses, for any loss of profit, business, contracts, revenues, or anticipated savings, or for any special indirect or consequential damage of any nature whatsoever arising out of the provision by Firm of the services, or of any error or defect therein, or of the performance, non-performance or delayed performance by the Firm of the services. Subject to what is expressly provided in these General Terms and Conditions, and except where the Firm provides services to a consumer (within the meaning of the Unfair Terms in Consumer Contracts Regulations 1993), all warranties, conditions and other terms implied by statute or common law, are excluded to the fullest extent permitted by law.

11. CLIENT INDEMNITY

The Client shall indemnify the Firm and its Associates (on an after tax basis) from and against any losses, claims, demands, damages costs, charges, expenses or liabilities (or actions, investigations or other proceedings in respect thereof) which the Firm may suffer or incur or which may be made against the Firm or its Associates relating to or arising directly or indirectly out of or in connection with the matter, and will reimburse the Firm or its Associates for all costs and expense (including legal and other professional fees) which are incurred by the Firm in connection with investigating or defending any such claim or proceeding.

This indemnity shall not however, apply to the extent that it is finally judicially determined that the relevant loss, claim demand, damages, costs, charges, expenses or liabilities resulted primarily from the gross negligence or willful default of the Firm. The Client

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further undertakes that it will not make any claim or exercise any other remedy (including set-off) against the Firm or its Associates relating to or arising directly or indirectly out of or in connection with the matter except to the extent that the Client has suffered loss resulting primarily from the gross negligence or willful default of the Firm.

12. FORCE MAJEURE

The Firm shall not have any liability in respect of any delay in carrying out or failure to carry out any of its obligations under this agreement caused by fire, strikes or other industrial action or dispute, acts of government, default of suppliers or subcontractors, or any circumstances outside the reasonable control of the Firm.

13. THIRD PARTY ADVISORS

If, pursuant to Client's instructions, the Firm engages a person or entity not associated with the Firm to provide any services in connection with a matter (including without limitation, counsel, or overseas lawyer) the Firm will engage that person or entity as the Client's agent and the Client shall be responsible for the fees and other charges of that person or entity. The Firm shall not be liable to the Client for any error or omission made by such person or entity and the Client gives the Firm authority to accept on behalf of the Client a limitation of liability stipulated by any such person or entity. In the event that the Client retains the services of other advisors (including without limitation actuarial, taxation, patents/trademarks, environmental and including firms outside of Ireland), the Firm will liaise with such advisors, but shall not be liable to the Client for any error or omission made by such advisors.

14. RESTRICTING USE AND DISCLOSURE OF ADVICE

The Firm's advice is provided solely for the purpose of the matter and to the Client and, without the prior written consent of the Firm, may not be used for any other purpose, or disclosed to any person other than the Client's other advisors (who may not rely on such advice.) The Client will not refer to the Firm or its advice in any public document or communication without the prior written consent of the Firm (which shall not be unreasonably withheld). Except in respect of any public document consisting of a letter issued by the Firm, the Client will be solely responsible for any such public document or communication and the Firm does not and will not accept responsibility for or authorise the contents of, and shall not be represented as having accepted responsibility for or authorised the contents of, all or any part of any such document or communication for any purpose.

15. DATA PROTECTION

The Firm processes data; (i) in order to provide the Client with legal advice; (ii) to assist the Client with legal claims, proceedings and/or legal rights. The legal basis for the processing of this data is processing necessary for the performance of a contract to which the Client is a party. Where we process special categories of data relating to the Client, e.g. health data in connection with a legal claim where the Firm are acting on the Client's behalf, the legal basis for processing will be that the processing is necessary for the establishment, exercise or defence of legal claims. The Firm's Privacy Notice available on our website is hereby incorporated into the terms of these General Terms and Conditions.

16. CLIENTS MONEY

In the performance of matters on behalf of the Client, the Firm may receive monies from the Client or third parties. The Firm shall deposit such monies with a bank approved under the Solicitors Act, 1954, the Solicitors Amendment Act, 1994 and the Solicitors Accounts Regulations at the sole discretion of the Firm. The Firm shall not account to the Client for any interest earned on Client monies. The Firm shall not be liable if the bank chosen fails to fulfil its obligations in any respect. If the bank becomes insolvent, and the Firm is forced to carry out a promise or undertaking given on the Client's behalf, the Client agrees to indemnify the Firm in full for any loss suffered. The Client shall in all instances if transferring money electronically to the Firm to verbally verify the bank account details of the Firm with the solicitor the Client is dealing with at the Firm or with the Firm's accounts department. The Firm accepts no responsibility or liability in the event that the Client or any party suffers loss as a result of cyber crime, particularly where the Client has not verbally verified the Firm's bank account details before transferring funds.

The Firm's Client Bank Account Details are as follows: -

- Account Holder: MG Ryan Kieran Murphy LLP
- Account Name: MG Ryan Kieran Murphy LLP Client Account

- IBAN: IE32 AIBK 9374 3634 5020 28
- BIC: AIBKIE2D
- Bank Address: AIB, Lynch's Castle, Galway

17. MONEY LAUNDERING REQUIREMENTS

The Firm is obliged to verify the identity of its clients, and if applicable, report certain transactions to authorities in certain circumstances, pursuant to legislation (including, without limitation legislation for the provision of money laundering and terrorist financing). The Client shall provide any information requested by the Firm and gives its permission as required by the Firm to fulfil its legal obligations in this regard. The Firm reserves the right to refuse to act for or cease to act for a Client in relation to any matter, where the Client fails to comply with any request by the Firm in this regard.

18. TERMINATION

The Client may terminate the whole or any part of a matter with the Firm with immediate effect by giving ten Business Days' written notice to the Firm. Either party may terminate a matter with immediate effect by giving written notice to the other party if: (i) the other party is in material breach of any term its obligations under this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within ten Business Days of receiving written notice requiring it to do so; or (ii) the other party becomes insolvent or bankrupt. On termination the Client shall pay the Firm; (i) any amount of the fees and expenses properly due for payment for services at the date of termination; and (ii) a fair and reasonable proportion of the next instalment of the fee, together with any expenses at agreed rates, commensurate with the services properly performed at the date of termination.

19. SEVERABILITY

In the event of any provision of these conditions being held by a Court or other competent authority to be ineffective or invalid it is agreed that the other provisions will continue to have full force and effect notwithstanding such finding.

20. VARIATIONS

No variation of these terms and conditions shall be effective unless it is made in writing and signed by each of the parties.

21. DESTRUCTION OF FILE

The Firm reserves the right to destroy files and documents related to completed matters upon the expiry of six years from the date the file is closed, or if later, following the date on which any obligations to retain records expires. The Client shall accept all original documents in respect of the matters relating to the Client. The Firm shall be under no obligation to store original documentation for the Client.

22. LAW & JURISDICTION

These terms and conditions, the legal relationship between the Firm and the Client and any non-contractual obligations arising from that relationship shall be governed by, and construed in accordance with, the laws of Ireland. Each of the parties irrevocably agrees that the courts of Ireland shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the legal relationship between the Firm and the Client and, for such purposes, irrevocably submits to the jurisdiction of such courts.

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I accept the forgoing terms of conditions and section 150 notice

Signed: _____

As duly authorised signatory of _____

Date: