

## American Attorney Services

### Terms of Business

These terms of business are to be read in conjunction with a separate letter of engagement. Together, the two documents contain the terms and conditions of the contract between us.

**People responsible** – Florida attorney Kevin Michael Burke will carry out the work in this matter. He may be assisted by a paralegal.

**Communication** – If you provide us with an e-mail address (and unless you inform us in writing to the contrary) you acknowledge that you have given your consent to our corresponding with you at that e-mail address notwithstanding that emails and attachments may contain confidential information. You agree that you are responsible for any emails that you send and you acknowledge that we cannot guarantee that emails either from you or from us will necessarily be delivered immediately. You further acknowledge that we shall not be liable to you in the event that emails from us to you contain a virus, computer errors, or other programme corruption. If you want us to communicate only with specified people you must write to us with their names.

**Proof of identity** – You may be aware of The Proceeds of Crime Act 2002 and Money Laundering Regulations 2007. These pieces of legislation require us to take reasonable steps to confirm your identity and place of residence. As a law firm we have to comply with this legislation. We will therefore need you to provide suitable identity information for us to confirm your identity and place of residence. We cannot commence any substantial work on your behalf until they have been received. We will need you to provide us with one original document from List A below to confirm your identity and one different original document from List B to confirm your place of residence. Alternatively, we will accept certified copies from your accountant, solicitor, banker, doctor or other suitably qualified person with an original letter from that person referring to your certified enclosures. We will then copy the documentation and retain certified copies. The originals will be returned to you upon the day of receipt by recorded delivery.

#### List A

Current signed passport

Current full driving licence – not provisional driving licences

Inland Revenue C1S4

Benefit book / original letter from the benefits agency confirming entitlement

Firearms certificate

A cheque drawn on an account in the name of the client with a Bank in UK or EEA

#### List B

Electoral register entry

Local Authority Council Tax Bill for the current year

A recent (last 3 months) Gas, Electricity, Water, or similar utility bill (Please note that we cannot accept emailed or other electronic bills)

Driving licence – unless already used as List A identification

A current building society passbook

A current bank statement (Please note that we cannot accept emailed or other electronic bank statements)

Current local council or housing association tenancy agreement or rent card

Recent mortgage statement from a recognized lender

Solicitor's letter confirming a recent house purchase or land registry confirmation of address

Benefit book or original letter from Benefits Agency confirming entitlement

Inland Revenue self assessment statement or tax demand

House or motor insurance certificate

If you are a company and are quoted on the London Stock Exchange, please also send us a certified copy of your Certificate of Incorporation. If you are not quoted on the London Stock Exchange please also provide us with 2 of the following:

Memorandum & Articles of Association

Certificate of Incorporation

Latest accounts

Latest annual return

In the event of the work being undertaken for you is in, or involves a foreign jurisdiction, then we may be obliged to carry out further and additional procedures and enquiries.

**Confidentiality** – Lawyers are under a professional duty to keep the affairs of their clients confidential. This obligation is subject to a statutory exception under money laundering legislation. We may ask you where any money you have sent us comes from or is going to come from and we may refuse to act or stop acting for you if you do not give us this information. We may be required to disclose information concerning you and the work that we are undertaking for you to the Serious Organised Crime Agency. If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you of that disclosure or the reasons for it. Where the law permits, we will tell you about any potential money laundering problem and explain what action we may need to take. We may also need to reveal information about you to our accountants, insurers, legal advisers and tax authorities. We may tell other clients and potential clients that we are acting or have acted for you, but we will not disclose the work that we have undertaken for you without your express agreement.

**Charges and expenses** – Our charges are either a fixed amount, a percentage charge and or based on the time spent. Details are set out in our Engagement Letter. Unless our Engagement Letter shows a fixed amount or a percentage charge what we charge generally depends on the time spent working for you. We may increase our overall charge by taking into account a number of other factors which include the complexity of the issues, the speed at which action must be taken, the expertise or specialist knowledge that the case requires, and the value of the property or subject matter involved. Time spent will include meeting with you and others, time spent travelling, considering preparing and working on papers, correspondence and making and receiving telephone calls. Letters that we write and routine telephone calls that we make will be charged in units of 1/10th of an hour. Our charges for considering routine letters received will be in units of 1/20th of an hour. Other letters and telephone calls will be charged on a time basis. If your instructions mean that we have to work outside normal office hours, we reserve the right to increase our charges and or our hourly rates. We will charge in addition all expenses incurred, for example (but not limited to) counsel and court fees, experts and other reports, the cost of postage, couriers, telephones calls, photocopying, travel, parking, search fees, bank transactions and bank transfers to which will be added an administrative or handling charge. Our hourly rates will be reviewed on an annual basis from the date of these Terms of Business and you will be notified in writing of any increased rate. We are not at this time registered for VAT.

**Estimate** – We set out our charges or initial estimate or give best information as to our charges in our Engagement Letter. You may set a limit on the charges and expenses to be incurred, but this type of arrangement is not usually appropriate if the work involves property or some other asset. You must pay those charges and expenses incurred up to the agreed limit without our needing to refer back to you. We will inform you as soon as it appears that the limit may be exceeded but we will not exceed the limit without first obtaining your consent.

If for any reason the matter does not proceed to a conclusion, we will charge for the work we have done. Any estimated figure that we might give to you is not intended to be a fixed fee.

We will inform you if any unforeseen additional work becomes necessary which might arise due to unexpected difficulties or if your requirements or circumstances significantly change during the course of the matter.

We may ask you to provide a guarantee or security for our charges and expenses at any time. If you do not provide a guarantee or security after we have asked for it we may terminate the contract with you.

We reserve the right to ask you to pay sums of money from time to time on account of our charges and expenses whether the work undertaken is contentious or non-contentious. We may ask you to pay a payment on account of our charges and expenses before we start work. As the matter progresses we may request further payments on account of our charges and expenses. We will offset any such payments against your final bill but you acknowledge that your total charges and expenses may be greater than any sums paid to us on account.

**Bills** – If the matter is resolved speedily an interim bill may be unnecessary. Otherwise, whether the work is contentious or non-contentious we may send you an interim bill or bills from time to time for our charges on account whilst the work is in progress. We will send you a final bill when the matter has been concluded.

Payment is due within 30 days of our sending either an interim bill or a final bill to you. If we hold funds on your behalf we may apply those funds towards payment of the bill. If you have any query about the bill you agree to contact us straight away. If you do not pay the bill within the 30 days we reserve the right to charge interest at 4% above Natwest Bank base rate on a daily basis from the date of the bill until payment is received.

**Cash** – We will only accept payment in cash of up to £500. If you, or a third party on your behalf, circumvent this term we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

**Bankers** – You acknowledge and agree that we are not liable to you in respect of a default by our bankers (Natwest Bank plc) in honouring requests for payment in respect of monies held by us in our client account on your behalf. In the event of a claim being made under the Financial Services Compensation Scheme you accept by these Terms of Business that we may make available to the Financial Services Compensation Scheme ("FSCS ") sufficient information to help them identify you and the amount of money held by us in your client account on your behalf and in support of your claim. The £50,000 FSCS limit applies to each client individually. Thus if you personally hold other money or investments in Natwest Bank plc, whether it is trading under the Natwest name or another, the limit remains £50,000 in total. You need to be wary of this and should check either with your own bank, the FSA or a financial adviser for more information.

**Hours of business** – Our normal hours of business are 9 am to 5pm Monday to Friday.

**Service Standards** – We will keep you informed of progress of the work. We will advise on a timely basis of any change in the costs/risk benefit (if appropriate) in respect of the work and inform you of the likely time scale but time will not be of the essence unless we expressly agree.

**Responsibilities** – We will review the work as appropriate on a timely basis and give due consideration to any changes in the law which might materially affect the work. You will sign and immediately return the Engagement Letter and these Terms of Business. You will deal with our correspondence, emails, and telephone calls promptly. You will tell us of any change in your circumstances or any circumstances which might affect the work and our continuing to act for you and you will give us clear and prompt instructions.

**Reports opinions and other advice** – You may not publish or copy reports, opinions, and advice that we give you, whether spoken or written, to anyone else without first getting our permission. You acknowledge that we own the copyright and intellectual property rights in any papers and documents that we prepare for you. You may make use of them only for the specific purpose for which we created them unless our Engagement Letter says something different. You agree that you will not rely on any draft reports, letters, or other documents, that we send you.

**Court Proceedings** – If the work undertaken by us involves court proceedings, the court in some cases may order you to pay the other party's legal charges and expenses, for example, if you lose the case or if you lose an application made in the course of proceedings. Those charges will be payable by you in addition to our charges and expenses. If an order for costs is made against you enforcement procedures for their recovery can be taken against you. If you are successful in court proceedings generally you will not recover all of our charges and expenses from the other party and if the other party is in receipt of Public Funding, you may not get back any of our charges and expenses even if you win the case. You will note that in US Courts, the "English Rule" whereby the succeeding party recovers their legal costs and expenses from the losing party, does not generally apply and it is the norm that each side pays their own fees save where amended by contract or in relation to certain statutory claims.

**Foreign Currency** – Payment of our charges and expenses by you will be made in sterling unless we agree otherwise. In this event in addition to our charges you will pay any attributable bank and any other charges.

**Public and other Funding** – If you wish to apply for public funding we will not be able to deal with the work on your behalf because we do not undertake work under the Public Funding Scheme and you acknowledge that it is not appropriate for us to discuss with you whether or not you are eligible to receive Public Funding. We will discuss with you whether our charges (or another party's costs if the work involves court proceedings) might be covered by insurance, to include after the event insurance, or might be paid by others such as an employer or trade union. Public funding is not normally available for matters relating to foreign advice or litigation.

**Transfer** – This contract is personal to you and you acknowledge that you cannot transfer it to anyone else. You agree that nobody else has any rights or benefits under it or may enforce any of its terms whether it be under the Contracts (Rights of Third Parties) Act or otherwise.

**Papers and Documents** – We are entitled to keep all your papers and documents left with us whilst there is money owed to us. We will keep them for no more than six years after payment of our final bill. After that time they will be destroyed and you acknowledge and agree that we have your authority to do so. We will not destroy any deeds or documents that you specify and where you have asked us to keep them in safe custody.

If we store files, papers and documents and/or retrieve or deliver files, papers, or documents out of storage or safekeeping we reserve the right to charge for storing your files and papers and for retrieval at our discretion. A charge, if made, will be based on the period over which the documents have been stored, and we may also charge for dealing with your request made for their retrieval. We may also charge for reading correspondence or other work necessary to comply with the instructions in relation to storage or retrieval.

**Investments** – If during this matter you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority as we are not.

**Termination** – In the event that the Consumer Protection (Distance Selling) Regulations apply (that is where we have not met with you prior to your signing our Engagement Letter or these Terms of Business) you have the right to withdraw your instructions without charge provided that you write to us terminating your instructions within 7 days of your signing. In the event that these Regulations do not apply (or no longer apply) you may terminate your instructions to us in writing at any time on your giving reasonable notice to us which you agree is 7 days. We may terminate your instructions on our giving 7 days written notice to you. If you terminate our instructions, or we decide to stop acting, you will pay our charges (as applicable) on our bill being sent to you. You acknowledge that you may well still be responsible to us for liabilities, commitments, or undertakings, which we might have given on your behalf. You further acknowledge that we will not be responsible for reminding you of important dates that arise after our retainer has come to an end.

**Terms that cannot be enforced** – If a Court finds any of the terms of this contract with you to be unenforceable or void you accept that you will still be bound by the remaining terms.

**Entire Agreement** – This contract is the entire agreement between us in relation to this particular work and replaces any previous agreements, understandings or arrangements between us.

**Notices** – Any notice we wish to give you will be sent to your address as set out in the Engagement Letter unless you have told us in writing of a different address. Any notice you wish to give us must be sent to us at American Attorney Services, Aventria House, Stock Lane, Langford, Bristol BS40 5ES

**Complaints** – If you have a complaint we will try to resolve it quickly in accordance with our internal complaints procedure and you should make your complaint in the first instance to Kevin Michael Burke. If we are unable to resolve the complaint, then you may wish to refer it to the Florida Bar whose address is 651 E. Jefferson Street, Tallahassee, FL 32399-2300, USA.

**English Law and jurisdiction of English Courts** – The contract between us shall be governed by English law and you consent to the exclusive jurisdiction of the English Courts.

**Terms of Business and our Engagement Letter** – Please sign and date the enclosed copy of these Terms and the Engagement Letter and return them to us immediately. If for any reason you do not return the documents (or either of them) to us duly signed and continue to instruct us then your continuing instructions will amount to your acceptance of the Terms and of the Engagement Letter.

**Dated**.....

**Signed**.....

**Signed**.....