

CONDITIONAL FEE AGREEMENT GOLDMAN FINCH LIMITED ('GFL')

This Agreement is a legally binding contract between you and your solicitor. The Conditions are part of the Agreement. Please read everything carefully. Your claim is also pursued as part of a group action. You are therefore also entering into a Claimant Group Management Agreement (the "GMA") with GFL, the other claimants and the Claimant Committee, which governs how the group is managed and how common costs are shared between claimants. The GMA does not change what you pay us under this Agreement. How all of these documents fit together is explained in the Supplementary Terms of Business.

Agreement Date: [date]

Between **Us: Goldman Finch Limited, 17 Prospect House, Colliery Close, Staveley, Chesterfield, S43 3QE**

And **You: The Client, [name]**

What IS covered by the Agreement

- The whole of your claim for damages for distress, anxiety, upset, inconvenience, loss of control of personal data and/or financial loss arising out of the Legal Aid Agency data breach ("LAA-DB") occurring in April 2025, and becoming known publicly in May 2025, against the Ministry of Justice and/or any other party subsequently found liable or agreeing to pay damages for your claim, including all the work done prior to the agreement date.
- So far as this agreement is retrospective this includes but is not limited to the costs relating to taking your initial instructions, the setting up of your file, the preparation of the initial letter, the CFA and terms of business are all covered by this agreement and are subject to the charges at our hourly rate. For the avoidance of doubt, subject to your complying with the terms of this agreement, all work carried out prior to the agreement date remains subject to the deduction cap (as set out in the attached Terms and Conditions). This is subject to your right to cancel: if you cancel this agreement within the 14-day cooling-off period described in the Supplementary Terms of Business, you will be treated as never having instructed us, no charge will be made for any work carried out before the agreement date, and any sums paid will be refunded in full.
- This agreement also covers the Common Costs incurred in connection with:
- The proposed LAA-DB litigation and any associated ADR, including pre-action work; and
- Any other claim connected with the LAA-DB where there is an issue common to other such claims (whether or not those claims are subject to a Group Litigation Order) which will give rise to Common Costs connected to your claim for compensation.

The apportionment of Common Costs among claimants — including the basis on which your share is calculated, the treatment of late joiners, and the position of claimants who do not obtain a recovery — is governed by Section 6 of the WYNTK and, as regards how that liability is shared and recovered between claimants, by Section 7 of the GMA. In summary: Common Costs are shared equally among all claimants who obtain a recovery, regardless of when they joined the group; claimants who do not obtain a recovery do not pay Common Costs. So that we can still recover the whole of the Common Costs pool from your opponent, the share of a non-recovering claimant survives only as a notional liability between claimants for the purpose of inter partes recovery under Section 7 of the GMA. It is not a sum you can be required to pay if you do not recover.

What IS NOT covered by this Agreement

- Any claim for personal injury compensation
- Any proceedings taken against you for the enforcement of a judgement, order or agreement.
- Any counterclaim against you.
- Any appeal you make against a final judgment or order.
- Any Pre Action Application for Disclosure made against the above named and/or any other party who is likely to be a defendant in any future proceedings relating to this claim.
- Any Pre Action Application for Non-Party Disclosure made against any party who is considered to hold necessary documentation or information which may assist with your claim.
- Any appeal by your opponent.
- Court action to enforce your compensation award if you win but your opponent does not pay.
- Any appeal made against an interim order during the proceedings.

For the avoidance of doubt, where we are prepared to and do carry out work which is not covered by this Agreement (by implication, necessity or otherwise), the costs associated with that work (including Disbursements) will be payable unconditionally and upon the general Terms and Conditions (or upon other terms as may be appropriate); if we have not

separately specified hourly rates in this regard, then the hourly rates set out herein will apply for the relevant period. Save where a delay would prejudice your position or a limitation or procedural deadline requires us to act at once, we will not treat work outside this Agreement (including any Pre-Action Disclosure or Non-Party Disclosure application) as chargeable on an unconditional basis unless we have first notified you in writing that the work falls outside this Agreement and will be charged in that way. Where we are required to act immediately to protect your position, we will notify you of the position as soon as reasonably practicable afterwards.

The Agreement

Our basic charges for the legal work we do are based on the rate we charge, which is £350.00 per hour. You are liable to pay our basic charges, VAT at the applicable rate, our expenses and disbursements, success fee, insurance premium (if applicable) and the cost of third-party funding (if applicable) subject to the terms of this agreement. We keep our hourly rates under review. We shall review our hourly rate as set out in the attached Terms and Conditions.

Our success fee is 100% of our basic charges with VAT thereon.

The success fee cannot be recovered from the Defendant pursuant to the Legal Aid and Sentencing and Punishment of Offenders Act 2012 and will be payable by you.

If on the way to winning or losing the claim you win an Interim Application/Hearing, then (subject to the other provisions herein) we are entitled to the immediate payment of the Basic Charges, VAT and Disbursements relating to that hearing. If you go on to win your claim we will also be entitled to our success fee, which will be paid in accordance with the provisions of this agreement and furthermore we will be entitled to be paid the unrecovered basic charges inclusive of VAT (excluding any unrecovered basic charges referable to common costs, which are dealt with under Section 6 of the WYNTK and remain limited to the amount recovered from your opponent) in relation the interim application/hearing.

If on the way to winning or losing the claim you become entitled to an interim award of costs (whether by order or agreement), we are entitled to immediate payment of the Basic Charges, VAT and Disbursements to which that award of costs relates. If you go on to win your claim we will also be entitled to our success fee, which will be paid in accordance with the provisions of this agreement.

Subject to you complying with the terms of this agreement, we agree to restrict any of our unrecovered basic charges inclusive of VAT (excluding any unrecovered basic charges referable to common costs, which are dealt with under Section 6 of the WYNTK and remain limited to the amount recovered from your opponent), the unrecoverable success fee inclusive of VAT, and any unrecovered disbursements (excluding any ATE insurance premium and/or third-party funding cost and any success fee charged by counsel under a separate conditional fee agreement), to no more than 35% of your damages.

Unless we hear from you to the contrary, your continuing instructions to us in this matter will be taken as your acceptance that you will be bound by and will fulfil your part of this agreement and comply with the Terms & Conditions below.