Goldman Finch Limited ("GFL")

Supplementary Terms of Business

Legal Aid Agency data breach ("LAA-DB")

We are required by our regulatory obligations and by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to provide you with the information set out below at the start of your claim. This document must be read alongside the Conditional Fee Agreement ("CFA"), the CFA Terms and Conditions ("WYNTK"), and the Claimant Group Management Agreement ("GMA"). How these documents fit together is explained below under the heading "The Documents That Govern Your Claim".

1. Who We Are and How to Contact Us

Goldman Finch Limited ("GFL")

17 Prospect House, Colliery Close, Staveley, Chesterfield, S43 3QE

Registered in England and Wales, company number 11534752. Authorised and regulated by the Solicitors Regulation Authority (SRA ID 816551).

Email: the appropriate email address for your legal assistant is shown in the top left-hand corner of our correspondence to you.

Phone: 01246 948 077

Our office is open Monday to Friday, 09:00 to 17:00.

2. Referral arrangements and payments to introducers

Your claim was referred to us by One Place Business Solutions Limited, trading as Data Breach Redress ("the Introducer"). The introducer is not a firm of solicitors, is not authorised to give legal advice or to conduct litigation, and is not part of Goldman Finch Limited. Its role was to advertise the claim, to operate the sign-up process, and — once you had been referred to us — to collect information from you on our behalf and in accordance with our written instructions.

We pay the Introducer a fee in respect of your referral. The fee is paid in stages: an initial payment of £50 for arranging your retainer, followed by a further payment of £75 where we continue to act following the eligibility assessment. The maximum fee payable in respect of your referral is therefore £125. It is paid by us out of our own funds. You will not be charged for it, it will not be deducted from any compensation you recover, and it will not be added to any costs claimed from your opponent or payable by you.

The arrangement does not affect the advice we give you or the way in which we conduct your claim. The Introducer plays no part in assessing the merits or value of your claim, has no financial interest in its outcome, and has no entitlement to any part of your compensation. We do not accept instructions from the Introducer. Our duties are owed to you alone.

The fee arrangement between us and the Introducer is recorded in writing. We are required by the SRA Code of Conduct to inform you of the Introducer's financial interest in referring you to us and of that arrangement, and this clause is given for that purpose.

You are free to obtain independent advice about your claim at any time, to instruct a different firm, or to end your agreement with us in accordance with its terms. Nothing in the referral arrangement requires you to continue to instruct us.

No payment, gift or other inducement has been offered or given to you in connection with the making of your claim, and the Introducer is prohibited from offering any.

Information about the personal data the Introducer collected from you, the limits on what it was permitted to collect, and how we use that information, is set out in our respective Privacy Information Notice.

3. The Service

You are instructing Goldman Finch Limited to assist you in pursuing a claim for compensation for distress, anxiety, upset, inconvenience, loss of control of personal data, and financial loss arising from the Legal Aid Agency data breach ("LAA-DB") occurring in April 2025 and becoming publicly known in May 2025, against the Ministry of Justice and/or any other party subsequently found liable or agreeing to pay damages in respect of your claim.

Please let us know if you have any special needs or requirements so that we can make appropriate arrangements to communicate with you effectively.

Important — Scope of This Claim This agreement covers claims for: (a) distress, anxiety, upset, inconvenience and loss of control of personal data, and (b) financial loss arising from the LAA-DB. It does **not** cover any personal injury claim. If you believe you have suffered a diagnosable physical or psychiatric injury as a result of the data breach, you may have a separate personal injury claim which falls outside the scope of this agreement. Please refer to Section 3 of the WYNTK for full details. **Time limit warning:** Any personal injury claim arising from the LAA-DB is subject to a limitation period of three years from the date you knew or ought reasonably to have known of the injury — which in most cases is likely to run from May 2025 when the breach became publicly known. If you do not issue proceedings within that period, your personal injury claim may be extinguished.

4. The Documents That Govern Your Claim

Your claim is governed by a suite of documents that operate together. They fall into two parts.

The retainer — between you and us. The CFA, this document (the Supplementary Terms) and the WYNTK together form the retainer: the contract between you and GFL. They set out the terms on which we act for you, what we charge, and your rights and obligations as our client. References in our documents to “the Agreement” or “the retainer” mean these three documents.

The Claimant Group Management Agreement — between you, GFL, the other claimants and the Committee. Because your claim is pursued as part of a group, you also enter into the GMA. This is a different kind of agreement: it is made not only with us but with every other claimant in the group and with the Claimant Committee. It governs how the group is managed and how the common costs of the group are shared between claimants. It does not change the terms on which we act for you or what you pay us under the retainer.

When these documents take effect. You enter into all of these documents when you instruct us at the start of your claim. The provisions of the GMA concerning the sharing of common costs between claimants, the indemnity between claimants, and confidentiality within the group are binding from that point and do not depend on a Committee being appointed. The GMA also appoints a Claimant Committee as your agent and gives it authority to make certain decisions on behalf of the group (for example about settlement). That authority is granted from the outset but can be exercised only if and when we appoint a Committee. We are not obliged to appoint a Committee and may never do so. If no Committee is appointed, any decision the GMA which would route through the Committee remains to be made by us and by you under the retainer.

How the documents work together. Each document governs its own subject matter and they are to be read consistently. The retainer governs the terms on which we act and what you pay us; the GMA governs the management of the group and the sharing of common costs between claimants. Where common costs are concerned, your liability to us is set out in Section 6 of the WYNTK, and the way that liability is shared and recovered between claimants is set out in Section 7 of the GMA.

5. Service Level Agreement

We will communicate with you in plain language, explain the key issues in relation to your claim, and keep you updated on progress as follows:

- We will review your case regularly, approximately every 4 to 8 weeks.
- We will update you when we consider it necessary, by letter, telephone, or electronically.
- You agree not to contact us for an update more than once every six weeks, unless we have specifically asked you to contact us.
- If you contact us and do not reach your handler, a member of the team will assist you. If they are unable to help, a message will be passed to your handler who will respond at their earliest convenience.

We are unable to provide acknowledgements of incoming post or emails as a matter of course, though we may choose to do so where appropriate. If you request an acknowledgement that we do not consider necessary, a one-unit charge will be applied, which will be payable by you.

Only work carried out in compliance with this Agreement and within the above service level is covered by the fee cap described in the WYNTK. Work arising from your failure to comply with the Agreement, or work carried out over and above the service level, will be charged on an unrestricted hourly rate basis.

To calculate the time spent on your claim, each hour is divided into 10 units of 6 minutes each. If a call or task takes between 0 and 6 minutes, one unit is charged; between 6 minutes and 1 second and 12 minutes, two units are charged, and so on. The hourly rate is **£350.00 excluding VAT**, charged at the standard rate.

It is recorded that you consent to paying any unrecovered basic charges arising outside the fee cap and that, to that extent, your rights under s.74(3) of the Solicitors Act 1974 are waived, as is your right to rely on the presumption relating to “unusual costs” in CPR rule 46.9(3)(c).

6. Solicitor's Undertakings

A Solicitor's Undertaking is only provided by Goldman Finch Limited where the relevant correspondence expressly confirms that an Undertaking is given and where it is signed by the Managing Director. Goldman Finch does not provide Undertakings verbally, and nothing in any correspondence should be treated as an Undertaking unless it satisfies both of those conditions. If you require an Undertaking to be provided, please request this in writing, explaining why it is required.

7. File Vetting, Confidentiality and Money Laundering

Vetting and confidentiality

External firms or organisations may conduct audit or quality checks on our practice. Any such firm or organisation will be required to maintain strict confidentiality in relation to your file.

Money laundering

For the protection of all our clients we operate a money laundering reporting procedure in compliance with the Proceeds of Crime Act 2002 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. If there is any suspicion of money laundering activity connected to your matter, we are required by law to report the same to the National Crime Agency without notifying you that we have done so.

8. Compromise of Your Claim and Enforcement of Judgment

Compromise

By entering into this Agreement, you agree that, when entering into a contract for the compromise of your claim, we may include a condition requiring payment of your damages and our costs within a specified time limit. If your opponent or their agent fails to comply with that time limit, we may treat that failure as a repudiatory breach of the compromise agreement entitling us, on your behalf, to treat the compromise as discharged and to pursue your original claim. In that event, we will be free to issue court proceedings if we consider it appropriate to do so.

Application of recovered funds

Where a judgment relating to costs and damages is paid, whether voluntarily or by enforcement, you agree that any money recovered will first be applied to satisfy the costs element of the judgment in full before any balance is paid to you in respect of the damages awarded.

Group and multi-party costs

Your claim forms part of a group or multi-party action. By participating, you benefit from the efficiencies and cost savings achieved through collective action. Your liability to us for common costs is governed by Section 6 of the WYNTK; the way common costs are shared and recovered between claimants, including in the event of a Group Litigation Order, is governed by Section 7 of the GMA. Please read both carefully.

9. Issue of Court Proceedings

Issuing court proceedings is a significant step that will change your costs exposure and the conduct of your claim. We will not issue proceedings without first notifying you or the Claimant Committee (if applicable) in writing of our intention to do so and giving you or the Claimant Committee (if applicable) a reasonable opportunity to respond.

If we consider it necessary to issue court proceedings in your best interests, we will write to you setting out our reasons. Unless you notify us in writing within 7 days of that notice that you do not wish us to proceed, we will treat your continuing instructions as authority to issue. If you do not wish to authorise us to issue proceedings, you must tell us clearly in writing within that period.

Where a Claimant Committee is in place, the decision to issue the group proceedings is a matter for the Committee under Section 5.1(d) of the GMA and you will be bound by it; the 7-day objection right above applies only where no Committee is acting. This does not affect your consent over any step concerning only your own individual claim (see Section 5.3 of the GMA).

Where proceedings must be issued to protect a limitation deadline or other procedural time limit, we may issue without prior notice and without waiting for any objection period to expire, provided that we notify you (or the Committee) before we serve the proceedings so that any objection can be raised before service.

If you instruct us not to issue proceedings and we consider that doing so is in your best interests, we may need to consider whether we are able to continue to act for you. We will advise you of our position in those circumstances.

10. Limitation Periods and Critical Dates

A limitation period is the time within which a claim must be commenced in court proceedings. Once the limitation period expires you may be statute-barred from bringing your claim without special permission from the court, which is only granted in limited circumstances.

The limitation period applicable to your claim is set out in the table below. It is important that you provide us with accurate dates and information so that we can protect your position.

Claim Type	Period	Period Starts	Notes
Data Protection / Misuse of Private Information / Breach of Confidence	6 Years (non-personal injury damages) / 3 Years (personal injury if applicable) — see WYNTK Section 3	Date of breach or date of knowledge; data breach became publicly known in May 2025	You must notify us immediately if you become aware of any relevant date that may affect your limitation position.
Human Rights Act	1 year	Date of breach or date of knowledge;	The Human Rights Act carries a shorter limitation period of one year. Our current approach is to pursue your claim under the data protection framework, which has a longer limitation period, and we keep the position under review. If we consider that a Human Rights Act claim would add materially to your remedy, we will advise you and, where appropriate, take steps to protect the one-year period.

11. Our Professional Charges and Expenses

In accordance with our Agreement, we have agreed to restrict any of our unrecovered basic charges inclusive of VAT (excluding common costs – see below), 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** (the “deduction cap”), subject to the service level agreement being maintained and subject to you complying with the Agreement. Please refer to the WYNTK for full details of the deduction cap and when it applies.

Important — your total deductions can be higher than 35%. The 35% deduction cap does not cover everything. Any After the Event insurance premium, the cost of any third-party litigation funding, and any success fee charged by counsel under a separate conditional fee agreement fall outside the 35% cap and are deducted from your damages in addition to it. When these are added, the total amount deducted from your damages can be higher than 35%. Under the Claimant Group Management Agreement, the combined deductions for third-party funding, insurance, any success fee charged by counsel under a separate conditional fee agreement, and the items within the 35% cap are subject to an overall ceiling of 50% of your damages (unless the Court orders otherwise or the claimants agree). You should therefore be aware that, in a case where funding and insurance are used, up to 50% of your damages may be deducted in total.

It is not possible to give you a final amount for the cost of our service as this depends on how long the claim takes and the level of work required. The LAA-DB claim is at pre-action stage, and we anticipate it will take several years to resolve given the complexity of group data breach litigation. By way of conservative estimate, our current expectations are as follows:

Cost Type	Conservative Estimate	Notes
Individual Costs	Up to £10,000 plus VAT and disbursements	Costs specific to your individual claim (taking instructions, file management, individual correspondence, and case-specific work). Subject to the 35% deduction cap.
Common Costs (your share)	Your equal share of the total common costs pool. The pool is currently estimated at between £25,000 and £100,000 plus VAT and disbursements in total; this range is the estimated total pool, not your individual share. The pool is divided equally among all group claimants who obtain a recovery, so your share is a fraction of it — see the illustrative	Costs incurred for the benefit of all group claimants (e.g. generic expert evidence, lead case preparation, GLO management). Your liability to us for common costs is governed by Section 6 of the WYNTK; the way common costs are shared and recovered between claimants, including in the event of a Group Litigation Order, is governed by Section 7 of the GMA. Please read both

Cost Type	Conservative Estimate	Notes
	per-client figures below.	carefully. This estimate reflects current expectations at pre-action stage and will be reviewed as the matter progresses.

These estimates are not fixed and will be reviewed as the case progresses. The common costs estimate in particular may change materially depending on the size of the group, the stage at which the litigation concludes, and any court orders made in connection with case management. We will provide you with updated costs information at appropriate intervals or on request.

Illustrative per-client common costs figures

The table below illustrates how your individual share of common costs varies depending on the total common costs incurred and the size of the claimant group. Your liability to us for common costs is governed by Section 6 of the WYNTK; the way common costs are shared and recovered between claimants, including in the event of a Group Litigation Order, is governed by Section 7 of the GMA. Importantly, the pool covers all common costs incurred from the date of the breach onwards — regardless of when you joined the group. This means you will share equally in costs incurred before your agreement date as well as after it. This approach ensures fairness to those who joined early and simplifies the accounting at the point of resolution.

Total Common Costs	100 Claimants	1,000 Claimants	10,000 Claimants
£25,000	£250 per claimant	£25 per claimant	£2.50 per claimant
£50,000	£500 per claimant	£50 per claimant	£5 per claimant
£100,000	£1,000 per claimant	£100 per claimant	£10 per claimant

These figures are for illustrative purposes only. The actual group size and total common costs will vary and cannot be predicted at this stage. The actual per-client figure may be higher or lower than the amounts shown — it will depend on the total costs incurred, the size of the group at the point of resolution, and any court orders affecting costs apportionment. If the group settles in stages, your share will be deducted from your damages on a provisional basis at the time of your settlement and adjusted at the point the whole litigation concludes — see Section 6 of the WYNTK ***&*** *Section 7 of GMA for full details. The figures shown divide the whole pool equally among all claimants and are a simplification assuming every claimant is active in the group throughout. Because claimants may conclude at different times, your share is in fact calculated on a quarterly basis for the period during which you were part of the group (see Section 7.3 and 7.4 of the GMA), so your actual share may differ from the simplified figures above.*

Deduction cap — common costs: Save for where the claim is (or would be, if Court proceedings are issued) allocated to the Small Claims Track, we agree to restrict our charges of the common costs to the sum recovered from your opponent. No part of the common costs is included in the deduction cap.

Cost-benefit analysis

Having considered your instructions, the likely costs of the claim, the likely benefit to you, and the likelihood of you being required to meet any legal fees, we consider that the potential benefit to you from pursuing this claim outweighs the likely costs. All new cases are subject to review on receipt of initial instructions. If we consider the case too risky to pursue on a conditional fee basis, we will notify you promptly.

Interest on charges

By entering into this Agreement, you agree that we may charge interest on our charges at a rate of **8% per annum**, with interest becoming chargeable at the time each charge is incurred. Please refer to Section 5 of the WYNTK for full details of how interest applies, including in relation to the deduction cap.

Group Action — Common Costs Because this claim is being pursued as part of a group action, there will be Common Costs — costs incurred for the benefit of all claimants collectively (for example, generic expert evidence, lead case preparation, and any Group Litigation Order management costs). Your liability to us for common costs is governed by Section 6 of the WYNTK; the way common costs are shared and recovered between claimants, including in the event of a Group Litigation Order, is governed by Section 7 of the GMA. Please read both carefully.

12. **Additional Charges — File Copies**

All documents are created and stored electronically. Incoming post is scanned and routine correspondence is shredded after scanning; important original documents are retained until case conclusion.

If you require a copy of your file, an administration fee of £100.00 plus VAT applies, plus printing charges of £0.25 per sheet plus VAT, subject to our lien over the file. For individual documents, the charge is £10.00 plus VAT per request plus £0.25 per sheet plus VAT, up to a maximum of £50.00 plus VAT per request. We will not provide a full copy of your file while our lien subsists. Postage or delivery of copies will be charged at Royal Mail Special Delivery rates.

13. Payment of Charges

Payment of charges is governed by the Agreement. Where charges arise outside the service level agreement, they will be invoiced on an interim basis. If an interim invoice remains unpaid, we reserve the right to withdraw from acting after giving you reasonable notice.

Where it is necessary to pay a disbursement before the conclusion of your claim, we will notify you in advance of the likely cost. We will not incur that expense until payment arrangements have been confirmed with you.

If you are invoiced for any sum:

- You are entitled to complain about the bill under our complaints procedure and, if unresolved, to the Legal Ombudsman.
- You may apply to the court for an assessment under Part III of the Solicitors Act 1974.
- We may exercise our lien — our right to retain all papers, documents, money or other property held on your behalf — until all sums due are paid.
- If all or part of a bill remains unpaid, we are entitled to charge interest at 8% per annum from the date each charge was incurred.

14. Retention of Papers (Lien) and Undertakings from Incoming Solicitors

Our lien is our right to retain all papers, documents, money (including interim payments) and other property held on your behalf until all sums due to us have been paid. A lien may be applied after this Agreement ends.

Where you transfer to another firm of solicitors, we will require that firm to provide us with written undertakings as a condition of releasing the file. You agree that the following undertaking requirements are reasonable and appropriate:

- An undertaking to preserve our lien in respect of costs until Goldman Finch Limited has received its full costs and disbursements, or until the sums assessed by the court on detailed assessment have been received.
- An undertaking to return the file to Goldman Finch Limited within seven days of receiving a written request to do so.
- An undertaking to preserve Goldman Finch Limited’s costs position in respect of all work carried out during our period of involvement.
- An undertaking to keep Goldman Finch Limited updated on the progress of the claim on request and to confirm the current stage of proceedings.
- An undertaking not to compromise the costs attributable to our period of involvement without our prior written consent.
- An undertaking to return the file to Goldman Finch Limited within seven days of a request made in connection with a detailed assessment hearing.
- An undertaking to inform Goldman Finch Limited within seven days of any settlement or receipt of a trial date.
- An undertaking to inform Goldman Finch Limited immediately if a further request for the file is received from any other firm, and to obtain equivalent undertakings from that firm.

15. Your Opponent’s Costs

Whilst you are instructing us under a Conditional Fee Agreement, you remain at risk of having to pay the Ministry of Justice’s (and/or any other Defendant’s) legal costs if your claim is unsuccessful or if proceedings are issued and lost. We will advise you about this risk in more detail if and when court proceedings are being considered, and we will at that stage consider whether After the Event (ATE) insurance should be obtained.

Before that stage, we will check whether you have any existing Before the Event (BTE) legal expenses insurance that may provide cover. Please refer to Section 13 of the WYNTK for details of what we require from you in this regard.

Insurance mediation

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority under reference LS 816551, which permits us to carry on insurance distribution activity, broadly meaning advising on, selling and administering insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The FCA register can be accessed at www.fca.org.uk/firms/financial-services-register.

16. Your Right to Cancel

You have the right to cancel this contract within 14 days of entering into it without giving any reason (the “cooling-off period”). Please note we will not carry out any work under this Agreement until the cooling-off period has expired, unless you ask us to start work earlier (see below).

To exercise your right to cancel, please inform us by post, email or telephone using the contact details set out at the start of this document under “Who We Are and How to Contact Us”. Your communication must constitute a clear statement of your decision to cancel. You may use the cancellation form at the end of this document, though this is not obligatory. It is sufficient to send your cancellation notice before the cooling-off period expires.

As this is a contract with no fixed end date, you may also terminate your instructions in writing at any time after the cooling-off period has expired. We may retain your papers and documents while any fees or expenses remain outstanding. You have an absolute right to end your instructions at any time. If you end them with our prior written consent, you will do so on the terms we agree, which will ordinarily preserve the deduction cap in respect of the work we have done. If you end them without our prior written consent — which you remain entitled to do — this will place you in breach of the Agreement under Section 2 of the WYNTK, with the result that the deduction cap will not apply and our basic charges and disbursements to the date of termination will become payable in full at the hourly rate. How your departure affects your membership of the group and your share of common costs is governed by the GMA and by Section 6 of the WYNTK.

Grounds on which we may stop acting

We may decide to stop acting for you, but only with good reason. We may withdraw if:

- You have breached the terms of the CFA or this Agreement.
- You are unable to give clear or proper instructions to enable us to act on your behalf.
- You have clearly lost confidence in us.
- Your instructions conflict with our regulatory obligations.
- As otherwise permitted under the CFA or the WYNTK.

We will give you reasonable written notice before withdrawing from acting.

Important: You will lose your right to cancel without charge if you ask us to begin work during the 14-day cooling-off period.

17. Effects of Cancellation or Withdrawal

If you cancel within the cooling-off period, we will reimburse all payments received from you without undue delay and in any event within 14 days of receiving your cancellation notice. Reimbursement will be made using the same payment method as your original payment unless you agree otherwise. You will not incur any fees as a result of the reimbursement. Where you cancel within the cooling-off period and have not asked us to begin work during that period, you will be treated as never having instructed us. In that event no charge will be made for any work carried out on your behalf, including any work carried out before the agreement date under the retrospective cover described in the CFA and the WYNTK, and any sums you have paid will be refunded in full.

If you asked us to begin work during the cooling-off period and you then cancel, you will be liable to pay for work carried out up to the date of your cancellation notice, charged at the hourly rate in the CFA on a timed-unit basis.

If you cancel outside the cooling-off period, or if we have withdrawn from acting, you will be liable to pay for work carried out up to the date of cancellation or the expiry of our notice of withdrawal, charged at the hourly rate on a timed-unit basis, subject to the terms of the Agreement.

After we stop acting, we may need to take certain steps to fulfil our regulatory obligations — for example, applying to come off the court record or providing undertakings to your new solicitors. Any charges necessarily incurred in doing so will be payable by you at the hourly rate on a timed-unit basis.

If you fail to pay any invoice after it has been delivered, we are entitled to take steps to recover the sum owed, including issuing court proceedings. The costs of doing so will be added to the amount you owe.

18. Amendments to These Terms

Goldman Finch Limited may amend these terms of business where required to do so by law or regulatory obligation, or where a change is necessary to reflect a material change in the way we deliver our service to you. We will notify you in writing of any proposed amendment before it takes effect.

If you do not wish to be bound by a proposed amendment, you must notify us in writing within 14 days of receiving notice of the change. In that event, the previous term will continue to apply to your matter unless we determine that the amendment is required by law or regulation, in which case we will discuss the position with you.

If you continue to instruct us after the 14-day period without raising an objection, you will be treated as having accepted the amended terms.

Group action — costs sharing amendments: In addition to the above, GFL reserves the right to amend the costs sharing provisions in Section 6 of the WYNTK in the specific circumstances set out in those sections. Separate notice provisions apply to changes affecting your own liability (Section 6 of the WYNTK) and to changes to the mechanics of sharing between claimants (Section 17.3 of the GMA).

19. Limitation of Liability

Our liability to you for any breach of our obligations is limited to £3,000,000, unless we expressly state a higher limit in the engagement letter accompanying these terms. We will not be liable for any consequential, special, indirect or exemplary damages, costs, losses, or for any damages attributable to lost profits or opportunities.

We can only limit our liability to the extent permitted by law. This limitation does not apply to fraud, dishonesty, death, personal injury, or any liability that cannot legally be excluded. We limit our liability for breach of contract, breach of duty, and negligence (save where any such limitation would be contrary to s.60(5) of the Solicitors Act 1974 in respect of contentious business agreements).

Goldman Finch accepts no responsibility or liability for malicious or fraudulent communications purportedly sent from this firm. You are responsible for verifying that any communication purportedly from Goldman Finch is genuine before relying on it.

20. Regulatory Status and Code of Conduct

Goldman Finch Limited is authorised and regulated by the Solicitors Regulation Authority. We are required to comply with the SRA Standards and Regulations, including the SRA Code of Conduct for Solicitors, RELs and RFLs and the SRA Code of Conduct for Firms. These are available at www.sra.org.uk/solicitors/standards-regulations.

21. Complaints

Goldman Finch operates a formal complaints procedure. All formal complaints must be made to us in writing addressed to Mr Jonathan Whittle. If your complaint concerns Mr Whittle, it will be handled by another manager. Our internal complaints procedure will be provided on receipt of your formal complaint, or on request at any time.

If your complaint is not resolved to your satisfaction within eight weeks, you have the right to refer it to the Legal Ombudsman, regardless of whether we have concluded our investigation.

Legal Ombudsman time limits: You must refer your complaint to the Legal Ombudsman within one year of the date of the act or omission you are concerned about, or within one year of you becoming aware of the concern. You must also refer your complaint within six months of receiving our final response. The Legal Ombudsman can be contacted as follows:

- www.legalombudsman.org.uk
- Telephone: 0300 555 0333
- Email: enquiries@legalombudsman.org.uk
- Post: Legal Ombudsman, PO Box 6167, Slough SL1 0EH

Reporting regulatory concerns: If you believe we have breached our professional obligations — as distinct from a service complaint — you may report your concerns to the Solicitors Regulation Authority at www.sra.org.uk.

22. Equality and Diversity

We are committed to promoting equality and diversity in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

23. Storage of Documents

All documents are created and stored electronically. Incoming post is scanned into our case management system; routine correspondence is shredded after scanning and important original documents are retained until case conclusion. Your electronic file will normally be archived within one month of the conclusion of your matter and retained for 15 years. We do not hold paper files. If you have original documents you wish to retain, please notify us before your claim concludes so that we can return them to you.

24. Data Protection

By instructing us, you agree to us collecting and processing your personal data in accordance with our Privacy Information Notice. Our Privacy Information Notice may be updated from time to time; we will provide you with a copy of any updated notice. You have the right to object to the processing of your personal data, but we will be unable to pursue your claim without doing so.

We use the information you provide primarily for the provision of legal services and for related purposes including:

- Updating and maintaining our client records.
- Analysis to help us manage our practice.
- Legal and regulatory compliance.
- Contacting you in relation to the services we provide.
- Defending legal claims.

Our use of your data is subject to your instructions, the Data Protection Act 2018, the UK General Data Protection Regulation, and our duty of confidentiality. Our work for you may require us to share information with third parties such as expert witnesses and other professional advisers. You have the right of access to the personal data we hold about you.

We may monitor, record, store and use any telephone, email or other communication with you for the purposes of checking instructions, training, crime prevention and quality of service improvement.

25. Your Responsibilities

In addition to your obligations under the CFA and WYNTK, you must:

- Provide us with all documentation relevant to your claim, including any correspondence you have received from the Legal Aid Agency or the Ministry of Justice in connection with the data breach.
- Not act or fail to act in a way defined as a breach in Section 2 of the WYNTK.
- Follow our advice throughout the conduct of your claim.
- Provide, at your own expense, any proof, evidence or assistance we reasonably request.
- Co-operate with us fully and promptly.
- Not withdraw from or abandon your claim or withdraw your instructions without our consent.
- Not pursue your claim in any way contrary to our advice.
- Not incur any fees, costs, expenses or disbursements without our prior consent.

Duty of honesty

You must be honest with us at all times in relation to your claim. In particular:

- You must provide accurate details of your personal data and the impact the data breach has had on you.
- You must not overstate the distress, loss or other consequences you have suffered as a result of the breach.
- You must not misrepresent the nature or extent of your data that was involved in the breach.
- You must not post information about your claim on social media or in public forums. The Ministry of Justice and their legal representatives may monitor such platforms and use information posted online to challenge or undermine your claim.

Duty of confidentiality

The legal advice we provide is subject to legal professional privilege and must not be disclosed to the Ministry of Justice, their lawyers, or the court. Please treat all our communications as strictly confidential. Sharing information about your claim — including on social media — may harm your prospects of success.

Exaggeration and fundamental dishonesty

If you exaggerate any aspect of your claim, you risk it being struck out as an abuse of process, with costs consequences against you. Fundamental dishonesty can result in contempt of court proceedings, perjury charges, and in serious cases custodial sentences. Please always be honest when providing us and our instructed third parties with information.

Removal for Obstructive Conduct

The consequences of persistent failure to comply with these obligations, including discontinuance of your claim for obstructive conduct, are set out in Section 2 of the WYNTK and, where a Claimant Committee is in place, in Section 10 of the GMA.

26. Statement of Truth

When you sign a Statement of Truth you confirm that you have an honest belief in the truth of its contents. Signing a Statement of Truth without such belief, or causing one to be signed in those circumstances, may constitute contempt of court, which can result in a fine or imprisonment.

By entering into this agreement, you expressly authorise an employee of GFL to sign a statement of truth on your behalf in respect of a statement of case (such as a claim form or particulars of claim), where permitted by the Civil Procedure Rules. The employee will do so only on the basis of your instructions, having explained to you the consequences of the statement of truth, and will not sign unless they are satisfied that you have authorised the statement and believe its contents to be true. This authorisation is limited to statements of case and does not extend to the statement of truth on any witness statement, or on any disclosure statement relating to your own personal documents, which you must sign personally. Where the group makes standard disclosure of documents held in common on behalf of the Claimant Group, the disclosure statement may be signed by a member of the Claimant Committee as an appropriate person on behalf of the group, subject to and in accordance with any directions given by the Court.

You may withdraw this pre-authorisation at any time by notifying us in writing. If you withdraw your pre-authorisation, we will require you to sign any statement of truth personally before it is filed or served. Please be aware that withdrawing pre-authorisation may affect the speed with which we are able to progress your claim, as we will need to make arrangements for you to sign documents directly. Withdrawal of pre-authorisation does not otherwise affect the terms of this agreement.

CANCELLATION FORM

PLEASE ONLY COMPLETE THIS FORM IF YOU WISH TO CANCEL YOUR INSTRUCTIONS

TO CONTINUE WITH YOUR CLAIM PLEASE DO NOTHING

You will recall that we gave you the option to either use the 14-day cooling-off period or to ask us to begin work during it so that we could commence work on your file immediately. If you asked us to begin work during the cooling-off period, we will have commenced work on your behalf. You remain entitled to cancel within the cooling-off period, but if you do so you will be liable for the charges incurred for work done up to the date of your cancellation notice.

To:

Goldman Finch Limited

17 Prospect House, Colliery Close, Staveley, Chesterfield, S43 3QE

cancellations@goldmanfinch.com

I hereby give notice that I cancel my contract for the supply of legal services in relation to the pursuit of a claim for compensation arising out of the Legal Aid Agency data breach (“LAA-DB”) occurring in April 2025 against the Ministry of Justice and/or any other party liable in respect of that breach.

Name of client: ………………………………………………………………………………………

Address: ………………………………………………………………………………………………

Postcode: ………………………………………………………………

Signature (if this form is submitted on paper): ………………………………………………

Date: …………………………………………………………………