LEGAL AID AGENCY DATA BREACH (“LAA-DB”)

WHAT YOU NEED TO KNOW ABOUT YOUR CONDITIONAL FEE AGREEMENT

TERMS AND CONDITIONS

1. Your Conditional Fee Agreement — Overview

You have entered into a Conditional Fee Agreement (**“CFA”**) with Goldman Finch Limited (**“GFL”**, **“we”**, **“us”**). This document explains what that means for you in plain terms. Please read it carefully alongside the CFA itself, the Supplementary Terms of Business, and the Claimant Group Management Agreement (**“GMA”**). The CFA, this document and the Supplementary Terms together form your retainer — the contract between you and us. The GMA is a separate agreement between you, GFL, the other claimants in the group and the Claimant Committee, which governs how the group is managed and how common costs are shared between claimants. The Supplementary Terms explain how these documents fit together and when they take effect.

YOUR COSTS PROTECTION: THE DEDUCTION CAP
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 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.

2. Your Obligations — When the Deduction Cap Does Not Apply

The deduction cap described above applies provided that **you comply with your obligations under this agreement.** The following events will place you in breach of this agreement. If a breach occurs, you will become liable to pay, and we will seek payment, of our charges on the full hourly rate basis without the protection of the deduction cap.

You will be in breach of this agreement if:

a) You fail to co-operate with us.

b) You fail to follow our advice.

c) You fail to attend any appointment, expert examination or court hearing which we request you to attend.

d) You fail to give us instructions when we ask for them, or you fail to give us instructions that allow us to do our work properly.

e) You withdraw instructions from us without our consent.

f) You reject our legal advice about making a settlement with your opponent.

g) You ask us to work in an improper or unreasonable way.

h) You mislead us or any party involved in your claim (including any expert instructed in the matter).

i) You are dishonest or exaggerate your claim.

j) You fail to update your contact details following a change.

k) You transfer your instructions to another firm of solicitors or legal representative, or you elect to proceed with your claim as a litigant in person, without our prior written consent.

In these circumstances:

a) You remain entitled to complain about any bill under our complaints procedure and, if unresolved, to the Legal Ombudsman.

b) We may exercise our lien — our right to retain all papers, documents and money held on your behalf — until all sums due to us have been paid.

c) We are entitled to charge interest on any outstanding sums at 8% per annum from the date the charge was incurred.

If you dispute whether a breach has occurred, the matter will be referred to the Managing Director, whose determination shall be binding subject to your right to challenge the same through our complaints procedure or to the Legal Ombudsman. Where we consider it appropriate, we may in our discretion agree to ratify a breach and continue to act for you, on such terms as we consider fair in the circumstances — which may include continuing to apply the fee cap. However, we are under no obligation to ratify any breach.

Where we continue to act after a breach, doing so does not of itself amount to ratification of that breach, and we may rely upon non-ratified past breaches.

Death. In the event of your death, this agreement will survive if your personal representative agrees in writing to continue to instruct us on the same terms within 28 days of your death.

If your personal representative does not agree to continue instructions within that period, this agreement will be treated as terminated. In that event:

a) Our basic charges and disbursements incurred up to the date of termination will be recoverable from your estate, **limited to the amount that would have been recoverable from your opponent** had the claim been successfully concluded at that stage, assessed on a reasonable estimate of the inter partes costs recoverable for work done to that date.

b) If your personal representative elects to continue the claim with alternative representation and the claim is subsequently won, our charges will be limited to the amount actually recovered from your opponent in respect of our period of involvement, on the same basis as set out in the withdrawal provisions above.

c) If the claim is not continued and no recovery is made, GFL will not seek recovery of its basic charges from your estate.

Dishonesty. If you are dishonest in relation to your claim — for example, if you bring a false or exaggerated claim — the protections of this agreement will not apply. In particular:

a) You will be liable for our basic charges and disbursements without limitation;

b) You will be liable for your opponent's charges and disbursements;

c) You will not have the benefit of any insurance policy held for your protection;

d) You may face criminal proceedings.

Contact information. You must notify us immediately of any change in your address, telephone number and/or email address. If your failure to keep us updated prevents us from contacting you for instructions, we may treat this as a breach of this agreement. For the avoidance of doubt, nothing in this agreement obliges GFL to actively locate you following a change of contact details prior to treating this agreement as being in breach.

Voluntary Transfer or Dis-Instruction

Where you voluntarily transfer your instructions to another firm of solicitors or legal representative, or where you elect to proceed with your claim without legal representation, without our prior written consent, this will constitute a breach of this agreement. In those circumstances: For the avoidance of doubt, you have an absolute right to end your instructions to us at any time; nothing in this agreement restricts that right, and this clause governs only the consequences of doing so without our prior written consent.

a) The fee cap will not apply. Our basic charges and disbursements incurred up to the date of transfer or dis-instruction will become immediately due and payable by you in full at the hourly rate set out in this agreement, without limitation to the amount recovered from your opponent.

b) We will deliver an invoice to you promptly following the date of transfer or dis-instruction. Payment will be due within 30 days of the date of that invoice. Interest will accrue on any outstanding sum at 8% per annum from the date each charge was incurred, in accordance with the interest provisions of this agreement.

c) You must, as a condition of any transfer, procure that your incoming solicitors provide us with a written undertaking to preserve our lien over the file and to account to us for any costs recovered from your opponent in respect of our period of involvement.

d) If your claim is subsequently won — whether by your new solicitors or by you as litigant in person — any costs recovered from your opponent in respect of our period of involvement must be paid to us and will be credited against the invoice delivered under this clause. We will not seek to recover the same sum twice. For the avoidance of doubt, a voluntary transfer or dis-instruction under this clause constitutes a withdrawal without recovery for the purposes of Section 6 of this agreement. Your liability for common costs survives for the purpose of the indemnity detailed below. The individual costs liability described above applies to your own basic charges and disbursements only, and does not extend to any share of common costs incurred on behalf of the group.

Removal for Obstructive Conduct

If you persistently fail to provide information, documents or cooperation, or persistently disregard reasonable requests from us or, where one is in place, from the Claimant Committee, we may discontinue your claim. We may do so whether or not a Claimant Committee has been appointed; our power to discontinue for obstructive conduct does not depend on a committee existing or acting. Where a Claimant Committee is in place, the Committee may also instruct us to discontinue your claim on the same grounds, under the procedure set out in Section 10 of the GMA. The two routes are alternatives.

Before discontinuing your claim on this ground, we will tell you of our concerns and give you an opportunity to respond.

If your claim is discontinued for obstructive conduct, the protection of the 35% deduction cap will no longer apply and you will be liable for: our basic charges and disbursements in full, at the hourly rate set out in this agreement; the costs we reasonably incur in discontinuing your claim; and any of the Defendant's costs attributable to your claim up to the date of discontinuance. Your liability for common costs survives as set out in Section 6 of this agreement and Section 7 of the GMA.

For the avoidance of doubt, this clause does not apply where GFL has itself withdrawn from acting under Section 14 of this agreement for reasons unconnected with your conduct. Where GFL withdraws for its own reasons, your liability is governed by Section 14 alone.

3. Personal Injury

This agreement covers your claim for compensation for distress, anxiety, upset, inconvenience, loss of control of personal data, and financial loss arising from the LAA-DB data breach. It does not cover any claim for personal injury damages.

For the purposes of this agreement, compensation for distress, anxiety, upset or inconvenience is treated as non-personal-injury damages and is included within the scope of this retainer. If you believe you have suffered a diagnosable physical or psychiatric injury as a result of the Data Breach — as distinct from distress or upset — you may have a separate personal injury claim which falls outside the scope of this agreement.

By participating in a group or multi-party action, you benefit from the efficiencies, economies of scale, and cost savings achieved by pursuing claims on a collective basis. To preserve those benefits for all claimants, your claim under this agreement is limited to:

a) distress, anxiety, upset, inconvenience or loss of control of personal data arising from the Data Breach; and
b) any financial loss, expense or other pecuniary damage arising from the Data Breach.

You acknowledge that by limiting your claim in this way, the compensation recovered on your behalf under this agreement may be lower than the total compensation that might be recoverable if a personal injury claim were also pursued. We draw this to your attention so that you can make an informed decision about whether to seek independent advice on any personal injury element before proceeding.

If you believe you have a personal injury claim arising from the Data Breach and wish to pursue it, you will need to dis-instruct GFL and pursue your claim — including any non-personal-injury heads of loss — outside of this group action through solicitors of your choice. You should seek independent legal advice before making that decision. Please be aware that dis-instructing GFL will constitute a breach of this agreement under Section 2 above, with the result that the deduction cap will not apply and our basic charges and disbursements incurred to the date of dis-instruction will become immediately due and payable in full. If you wish to remain part of this group action, your claim will be limited to the heads of loss set out at (a) and (b) above.

Important – Time Limits – Please be aware that any **personal injury claim arising from the Data Breach is subject to a limitation period of three years** from the date you knew or ought reasonably to have known of the injury and its cause, which in most cases is likely to run from the date the breach became publicly known in May 2025. If you do not issue proceedings within that period, your personal injury claim may be extinguished, and you may lose the right to pursue it.

4. Procedure if Your Claim is Successful

If your claim is successful, the Defendant will normally pay you damages and we will seek to recover our charges and disbursements from them. The mechanism is as follows:

a) We will seek to recover our basic charges and disbursements from your opponent as part of the resolution of your claim.
b) We will charge you a success fee, which cannot be recovered from the Defendant, which you will pay subject to the deduction cap provided you have complied with this agreement.

c) You authorise us to agree the amount of costs recoverable from your opponent at a figure we consider to be reasonable, in accordance with clause 5, without taking further instruction from you. Any shortfall between the sum we recover, and our basic charges will be limited to the deduction cap, provided you have complied with this agreement.

d) We are entitled to keep any interest your opponent pays on charges.

e) If the case has been transferred from or to another firm of solicitors, we may agree costs and apportion any recovered sums between firms as we consider appropriate.

5. Our Basic Charges

Our basic charges are calculated at **£350.00 per hour** (excluding VAT). Letters and telephone calls are charged on a time-recorded basis at one-tenth of the hourly rate per unit (each unit being up to 6 minutes). We will keep our hourly rate under review and will notify you in writing of any increase before it takes effect.

Interest on charges. By entering into this agreement, you acknowledge that we may charge interest on our charges at a rate of 8% per annum, with interest becoming chargeable at the time the relevant charge is incurred. For the avoidance of doubt, interest accruing on charges that fall within the fee cap will be limited to the sum recovered from your opponent. Any interest on charges where this agreement has been breached will not be subject to the fee cap.

This means that interest begins to accrue on each item of work from the date we carry it out, whether or not a bill has been delivered to you at that point.

This is deliberate and is intended to protect your position. By preserving our right to claim interest from the date each item of work is carried out, we are able to seek recovery of that interest from your opponent as part of the costs claimed on your behalf. This maximises the amount recovered from your opponent and reduces the shortfall that would otherwise fall within the deduction cap. In short, this provision is structured to work in your favour.

Costs recovery from your opponent. It is possible — and in fixed-costs cases, it is likely — that the amount we recover from your opponent will be less than our full basic charges. In standard-basis (non-fixed) cases the court usually applies hourly rates set by the Senior Courts Costs Office rather than our contracted rate. Current guideline rates applicable to GFL are: Grade A — £288/hr; Grade B — £247/hr; Grade C — £200/hr; Grade D — £142/hr. In fixed-costs cases, the recoverable amount may be lower still.

You should note that a court assessment of your recoverable legal costs can be expensive and could place you at risk of having to pay the Defendant's costs of the assessment proceedings if you do not better an offer they make to settle your costs claim.

In circumstances where fixed recoverable fees do not apply, you authorise GFL to settle your inter-partes costs claim on the following basis and without taking further instruction from you:

a) GFL may agree the settlement of your inter-partes costs at such rates as would be applied on a summary assessment by the court, being the applicable Senior Courts Costs Office rates for the relevant grade of fee earner at the time the charge was incurred; and

b) having applied those rates, GFL may agree a further reduction of up to 35% from the sum so calculated, without further instruction from you, to reflect the realities of costs negotiation and avoid the expense and delay of detailed assessment proceedings.

Any reduction agreed in excess of 35% of the summary assessment figure will require your prior instructions. GFL will notify you in writing of the terms of any costs settlement reached on your behalf prior to distribution of the damages or where the costs are agreed after distribution of the damages within 14 days of the costs settlement.

Any shortfall between our basic charges and the sum recovered remains subject to the deduction cap, provided you have complied with this agreement.

Your consent to costs shortfall and waiver of assessment rights

As explained above, it is likely that the amount we recover from your opponent will be less than our full basic charges, whether because court-assessed rates are lower than our contracted hourly rate, because a negotiated settlement involves a further reduction, or both. The mechanism by which we will seek to recover costs on your behalf is set out above.

By entering into this agreement you confirm that you have been made aware of and understand the following:

a) You consent to paying any shortfall between our basic charges and the amount recovered from your opponent, subject always to the deduction cap set out in this agreement and provided you have complied with its terms.

b) To the extent permitted by law, you waive your rights under section 74(3) of the Solicitors Act 1974, which would otherwise entitle you to limit your liability to us to the amount recoverable from your opponent in respect of our basic charges. You acknowledge that this waiver is given freely and with the benefit of this explanation, and that its effect is that you may be liable for basic charges in excess of what is recovered from your opponent, subject to the deduction cap.

c) You waive your right to rely on the presumption in CPR rule 46.9(3)(c), which would otherwise create a presumption that costs exceeding the amount recoverable from your opponent were not reasonably incurred. You acknowledge that the costs framework under this agreement — including the differential between our contracted rate and guideline recovery rates — has been explained to you and that you accept it as reasonable in the context of this group action.

These waivers do not affect your right to complain about our charges through our complaints procedure or to the Legal Ombudsman, nor do they affect your right to apply to court to challenge any bill delivered to you.

Payments

You agree to pay into a designated account any cheque/monies received by you or by us from the Opponent and made payable to you or us. Out of the money, you agree to let us take the balance of the Basic Charges, any applicable insurance premium, and any remaining Disbursements, interest and VAT.

Lien

Our right to keep all papers, documents, money or other property held on your behalf until all money due to us is paid. A lien may be applied after this agreement ends unless another solicitor working for you undertakes to pay GFL what we are owed.

6. Costs Sharing

What this section is about — a plain English summary

Because your claim is part of a group action, some of the legal work we do benefits all claimants collectively rather than just you individually. The costs of that work are called common costs. Examples include researching the law that applies to all claims, preparing generic expert evidence, and managing the litigation as a group.

This section sets out **your liability to us** for common costs. The way common costs are shared between you and the other claimants — including the indemnity that protects claimants who do not recover — is dealt with in Section 7 of the GMA. This section and Section 7 of the GMA are two views of the same arrangement: this section tells you what you pay; the GMA sets out how that is shared and recovered between claimants. Neither overrides the other.

Here is what you need to know about common costs in plain terms:

a) *Your share is equal.* Common costs are divided equally among all claimants who obtain a recovery, regardless of how many there are or when they joined.

b) *Late joiners pay the same share as early joiners.* The common costs pool runs from the date of the data breach. If you joined after work had started, your share covers that earlier work too.

c) *When claimants’ claims conclude at different times.** *If different claimants’ claims conclude at different times — whether by settlement, judgment, discontinuance or withdrawal — you will be liable for your share of common costs up to the end of the quarter in which your claim concludes. A quarter means a calendar quarter (January–March, April–June, July–September, October–December). This means you only pay for the period during which you were part of the group*.*

d) *Common costs are not part of the 35% deduction cap.* The 35% cap applies only to your individual costs and the success fee. Your liability for common costs is dealt with separately and is limited to the amount we recover from your opponent — except where your claim is, or would be, allocated to the Small Claims Track (see below).

e) *GFL manages the recovery of common costs from the opponent*. We will seek to recover common costs from the opponent as part of the overall costs settlement. We have discretion over the timing of that recovery, as explained below.

How you are protected if common costs are not fully recovered. We will seek to recover the whole of the common costs pool from your opponent. Where there is a shortfall — for example because some claimants do not recover and so do not bear their share — that shortfall is met through an indemnity given by the claimants to one another.

That indemnity is created by, and operates under, Section 7 of the GMA; this paragraph describes its effect on you but does not itself create it. The practical effect for you is that, save for the Small Claims Track position below, your liability for common costs is limited to the amount recovered from your opponent and you are not required to make up any shortfall.

In short: your liability for the common costs themselves is limited to what we recover from your opponent, so in the ordinary course the common costs will not cost you anything out of your own pocket, whether you win or lose. There is, however, one qualification to this and one exception. The qualification is the success fee. Because we act under a Conditional Fee Agreement, if your claim succeeds a success fee is payable on the common costs, in the same way as it is on your individual costs. The success fee cannot be recovered from your opponent and is therefore payable by you out of the compensation you recover, subject to the cap set out in your Conditional Fee Agreement. If your claim does not succeed, no success fee is payable. The exception is the Small Claims Track. Where your claim is (or would be, if court proceedings are issued) allocated to the Small Claims Track, costs are not generally recoverable from the opponent; in that situation you may be liable for your share of the common costs. *If you have any questions about common costs, please contact us and we will explain them to you in more detail.*

How common costs are calculated and apportioned — detailed provisions

Unless otherwise ordered by the Court or agreed in writing, the following provisions apply. These provisions apply whether or not the litigation is subject to a Group Litigation Order (GLO). Where a GLO is in place, references to the group and to claimants should be read as references to those subject to that order. Where there is no GLO, these provisions apply to all claimants who have entered into an agreement with GFL in connection with the LAA-DB litigation.

6.1 Equal Liability and Proportionate Apportionment

Several liability. Your liability to pay the common costs of the group proceedings will be several (not joint) with that of the other claimants whose claims are subject to the same group.

Equal share. The total common costs will be calculated from the date of the LAA-DB data breach (April 2025) regardless of when individual claimants joined the group. The total common costs pool is divided equally among all claimants who obtain a recovery. Where claimants join or conclude their claims at different times, each claimant's share is not arrived at by simply dividing the whole pool but is calculated on the quarterly basis set out in Sections 7.3 and 7.4 of the GMA — each claimant bearing an equal share of the common costs of each quarter in which they were active — with which this Section is intended to operate consistently.

A claimant who joins the group at a later stage bears the same equal share of the total common costs pool as a claimant who joined at the outset, including a proportionate share of common costs incurred before that claimant's individual agreement date. By entering into this agreement, you acknowledge that your share of common costs includes costs incurred on behalf of the group before your agreement date, and you consent to that apportionment.

Quarterly accountability. All claimants will be treated as if they were claimants on and after the date of the breach, or date of knowledge of the breach where applicable. Where a claimant's claim is concluded (whether by settlement, judgment, discontinuance, or withdrawal), they will be liable for the common costs up to the end of the quarterly period in which their claim is concluded. For these purposes, a quarter means a calendar quarter (January–March, April–June, July–September, October–December). This ensures fairness between claimants whose claims conclude at different times.

6.2 Claimants who do not obtain a recovery & the Indemnity

Your liability for common costs is limited to the amount recovered from your opponent (save for the Small Claims Track position in clause 6.6).

Claimants who do not obtain a recovery do not pay common costs. So that we can nevertheless recover the full common costs pool from the opponent, and so that the cost of non-recovering claimants' shares does not fall on you, the claimants indemnify one another in respect of common costs.

That indemnity — including its basis of calculation and the notional full-liability structure that supports inter partes recovery — is set out in Section 7 of the GMA. This clause records the effect of that indemnity on your liability to us; it does not itself create the indemnity, which is a matter between claimants under the GMA.

6.3 Recovery of Common Costs from the Opponent

GFL will seek to recover common costs from the opponent as part of the overall costs' settlement in the litigation. GFL will restrict your liability for common costs to the amount recovered.

6.4 Sub-Group Common Costs

Some common costs may benefit only a sub-group of claimants rather than the whole group. The allocation of such sub-group-specific costs between claimants is dealt with in Section 7 of the GMA. Your liability to us for any such costs is limited to the amount recovered from your opponent, on the same basis as other common costs (save for the Small Claims Track position in clause 6.6).

6.5 Claims with Both GLO and Non-GLO Elements

Where your claim contains elements subject to a GLO and elements not subject to a GLO, this section applies to both. Any apportionment of common costs between those elements is made under Section 7 of the GMA.

6.6 Restriction of Liability — 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 for common costs to the sum recovered from your opponent.

6.7 Survival.

Your liability for common costs accrued up to the end of the quarter in which your claim concludes, and any indemnity obligations between claimants under Section 7 of the GMA, survive the ending of this agreement and of your membership of the group. These obligations do not expire when the CFA ends.

6.8 Phased settlement — retention and reconciliation. Where the group settles in stages, we may retain from each interim distribution of your damages the sums provided for under this agreement, up to the applicable cap (the 35% deduction cap and, where third-party funding or insurance is used, the 50% aggregate cap in Section 5.2 of the GMA), and will reconcile those retentions once your position is final. If the amount properly payable turns out to be less than we retained, we will refund the difference to you. We will not seek any further sum from you on reconciliation beyond the applicable cap. Where you settle as part of a sub-group, that settlement is full and final and no damages distributed to you will afterwards be reclaimed (see Section 6.4 of the GMA).

Acknowledgement and consent — common costs sharing

By entering into this agreement, you acknowledge that you have read and understood the common costs sharing provisions set out in this Section and you confirm the following:

(i) You understand that common costs are costs incurred by GFL for the benefit of all claimants in the group, rather than costs specific to your individual claim, and that your liability for common costs is shared equally with all other claimants who obtain a recovery, in accordance with the provisions above.

(ii) You understand and accept that your equal share of the common costs pool includes costs incurred by GFL on behalf of the group before the date of your individual agreement, and you expressly consent to that retrospective apportionment.

(iii) You understand that claimants who do not obtain a recovery will have no direct liability for common costs to you. However, for inter-partes recovery purposes, their accrued share survives as an indemnity between claimants under Section 7 of the GMA, which may be enforced for inter partes recovery purposes.

(iv) You understand that you only pay your proportionate share of common costs that are recovered from the opponent, and unrecovered common costs will not be charged to you.

(v) To the extent permitted by law, you waive your right to rely on any presumption that the common costs attributable to non-recovering claimants were not reasonably incurred as against you, and you acknowledge that the equal redistribution mechanism described above is a reasonable and proportionate feature of group litigation funding.

These acknowledgements do not affect your right to complain about our charges through our complaints procedure or to the Legal Ombudsman, nor do they affect your right to apply to court to challenge any bill delivered to you.

Amendment of Costs Sharing Provisions

Your liability to us for common costs is governed by this Section 6. We may amend this Section where it is reasonably necessary to do so as a result of: (i) a court order or direction affecting the conduct or management of the litigation, including any costs management or group litigation order; (ii) a material change in the structure or size of the group action which renders the existing provisions unworkable or unfair as between claimants; or (iii) a change in applicable law or procedural rules governing the apportionment of costs in group or multi-party litigation.

Before any such amendment takes effect, we will give you not less than 7 days' written notice of the proposed amendment and the reasons for it. Where the amendment is required by a court order or direction, we may implement it immediately on giving notice, but you will retain the right to withdraw within 7 days of that notice.

If you do not wish to continue on the amended terms, you may notify us in writing within that 7-day period that you wish to withdraw. In those circumstances, our basic charges and disbursements incurred up to the date of withdrawal will become immediately due and payable at the hourly rate set out in this agreement, and we will deliver a bill on that basis promptly. For the avoidance of doubt, your withdrawal under this clause does not give rise to any liability for common costs; your position in respect of common costs is governed exclusively by this Section 6, and the limitation-to-recovery rule applies. If you do not notify us within the 7-day period, you will be taken to have accepted the amended terms.

The mechanics by which common costs are shared and recovered between claimants are set out in Section 7 of the GMA and may be amended under Section 17.3 of the GMA. No amendment to those mechanics may increase your liability to us, remove the limitation of your common costs liability to the amount recovered from your opponent, or alter the Small Claims Track treatment; any such change can be made only under this Section 6, with the notice and withdrawal rights set out above.

7. Disbursements

Disbursements are expenses we pay on your behalf to third parties — for example, counsel's fees, court fees, expert fees, and official search fees. Where possible we will recover disbursements from your opponent. Any unrecovered disbursements remain payable by you, normally from your damages, as per the terms of this agreement.

Counsel's fees are Disbursements, but they may themselves be payable under a separate conditional fee agreement. Counsel may wish to charge a success fee in accordance with his or her own conditional fee agreement fee which cannot be recovered from your opponent. Such charges are excluded from the deduction cap and will be payable by you in addition to any sums falling within the cap.

8. Success Fee Explanation

This is a further charge for agreements entered in to from 1st April 2013. The success fee is no longer recoverable from your opponent. There is always an element of risk with any claim. The awards gained in success fees allow us to absorb the costs of the unsuccessful claims. Obviously, some claims are perceived as carrying more risks than others, despite the merits of the case. Instead of choosing only those cases that carry the least risk, we accept a range of claims and risks.

In accordance with the Legal Aid and Sentencing and Punishment of Offenders Act 2012 as of the 1st April 2013 the Success Fee is not recoverable from the Opponent. By entering into this agreement, you confirm that you have been made aware of and understand the following:

a) You consent to paying the Success Fee, subject always to the deduction cap set out in this agreement and provided you have complied with its terms.

b) To the extent permitted by law, you waive your rights under section 74(3) of the Solicitors Act 1974, which would otherwise entitle you to limit your liability to us to the amount recoverable from your opponent in respect of our basic charges. You acknowledge that this waiver is given freely and with the benefit of this explanation, and that its effect is that you are liable for the success fee, subject to the deduction cap set out in this agreement and provided you have complied with its terms.

c) You waive your right to rely on the presumption in CPR rule 46.9(3)(c), which would otherwise create a presumption that costs exceeding the amount recoverable from your opponent were not reasonably incurred. You understand that the success fee is charged on the basic charges incurred at the contractual rate and is not limited to the basic charges recoverable/recovered from your opponent.

These waivers do not affect your right to complain about our charges through our complaints procedure or to the Legal Ombudsman, nor do they affect your right to apply to court to challenge any bill delivered to you.

The success fee is claimed as a percentage of our basic charges, up to a maximum of 100%.

9. Success Fee

We charge a Success Fee of 100% of the incurred basic charges. This is a standard success fee. It is not based on, and does not take into account, an assessment of the particular risks of your individual claim. Instead, as explained in Section 8 above, it is set by reference to our business model and the range of claims and risks we accept across this group action and our wider caseload, which enables us to absorb the cost of unsuccessful claims. By entering into this agreement you confirm that this basis for the success fee has been explained to you, and that you consent to a success fee set on this standardised basis rather than on an assessment of the specific risks of your own claim.

For the avoidance of doubt, our basic charges on which the success fee is calculated include both your individual costs and your share of the common costs, in each case charged at our hourly rate. Accordingly the success fee is charged on the whole of those basic charges. The success fee on common costs, like the success fee on individual costs, cannot be recovered from your opponent and is payable by you from your damages as part of the success fee, within and subject to the 35% deduction cap. For the avoidance of doubt, this does not alter the treatment of the common costs themselves (that is, the base charges for common work): your liability for those remains limited to the amount recovered from your opponent, and they remain outside the 35% deduction cap, as set out in Section 6.

The Success Fee will apply throughout and in addition shall apply to any interim hearing brought by you. No part of the Percentage Increase mentioned above will relate to the postponement of payment of the Solicitors' fees. You agree that, if the success fee becomes payable, and we, or you, are ordered to disclose to the court or any other person the reasons for setting the level of the success fee as stated in this agreement, namely the standardised, pooled-risk basis by which we absorb the cost of unsuccessful claims across this group action and our wider caseload, we may disclose this information.

10. Risks of This Claim

We have considered the following risks in deciding to accept your matter on a conditional fee basis. We draw these to your attention so that you understand the nature of the litigation you are entering into. We will notify you if our assessment of risk changes materially.

a) The risk that we may not recover any charges or damages from your opponent.

b) The risk of only partial recovery of costs or damages.

c) The risk that your opponent may resist or reduce settlement.

d) The risk that you may be unable to prove your claim in relation to breach, causation or loss.

e) The risk that we have not yet obtained all formal witness evidence needed to support the claim.

f) The inherent unpredictability of litigation generally.

g) The risk of receiving a Part 36 offer that, if not beaten at trial, affects your costs recovery. (See **Section 12** below for the specific consequences.)

h) The risk that a court may not award costs in your favour even if your claim succeeds.

i) The fact that due to the significant numbers of people affected mean that the claim may end up being the subject of Group Litigation Order which in itself brings additional risks to litigation such as delay, difficulties of coordinating evidence between differing representatives, differing case theories and that your chosen representative may only have a limited involvement in the conduct of the common aspects of the litigation which bind all claims.

11. What Happens if You Win

A **win** means that your opponent agrees to pay you compensation and/or any other remedy sought, or a court orders them to do so.

a) You are liable to pay all our basic charges, disbursements and success fee.

b) 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 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.

c) Where your claim results in an award of damages, the deduction cap will be applied against those damages in accordance with the terms of this agreement. Where your claim results in a non-monetary remedy only — for example an injunction or a declaration — or where costs are awarded in your favour without an accompanying damages award, our basic charges and disbursements will be payable from the costs so recovered. No basic charges in excess of the amount recovered from your opponent by way of costs will be payable by you in those circumstances.

d) In accordance with the Legal Aid and Sentencing and Punishment of Offenders Act 2012, we are unable to recover the success fee and / or an insurance premium (if applicable) which will be deducted from your damages subject to the terms of this agreement.

e) Where damages and costs are paid together, you agree that any money recovered will first be applied to satisfy the costs element before the balance is paid to you as damages.

f) You agree that after a successful outcome the reasons for any risk assessment undertaken during the matter may be disclosed to the court if required.

g) **Offers that include your damages and our costs.** It may happen that your opponent makes an offer combining your compensation and our costs. Unless we consent, you agree not to accept any such offer until we have agreed how the sum is apportioned between damages and costs. If you insist on accepting such an offer against our advice, we reserve the right to withdraw from acting. If this happens, you will be liable for our basic charges and disbursements incurred to that point and will lose the protection of the deduction cap.

h) **Offers that exclude our costs.** It may happen that your opponent makes an offer that does not include any offer to pay our costs or makes an offer that does not allow for our costs to be recovered. Unless we consent, you agree not to accept such an offer. If you insist on accepting such an offer against our advice, we reserve the right to withdraw from acting. If this happens, you will be liable for our basic charges and disbursements incurred to that point and will lose the protection of the deduction cap.

12. What Happens if You Lose or Receive a Part 36 Offer

Losing

If your claim is lost, **you will not be liable for our basic charges.** You will remain liable for any disbursements we have paid or are liable to pay on your behalf that are not covered by insurance or paid by another party.

Part 36 Offers

Our basic charges and disbursements are unaffected by Part 36 offers. If a Part 36 offer is made and, on our advice, not accepted, but you do not beat that offer at trial, the court may reduce the costs recoverable by you for the period after the offer was made. In those circumstances, you will not be liable for any portion of our charges in respect of that period that are not recovered.

If the court orders you to pay your opponent's costs in consequence of a Part 36 offer you did not beat, your opponent's recovery will be subject to any applicable procedural costs-capping rules. Note: the applicability of any specific costs protection regime to your claim will be advised to you separately when proceedings are contemplated.

Interim Hearings

If you win an interim hearing on the way to the overall outcome, we are entitled to the immediate payment of our basic charges and disbursements for that hearing, recoverable from your opponent. If you lose an interim hearing, you may be ordered to pay your opponent's costs of that hearing.

Costs-Only Awards

In circumstances where the claim is dismissed, discontinued or otherwise concluded without an award of damages but the court awards costs in your favour, basic charges will be payable to us from the costs so awarded. No basic charges in excess of that award will be payable by you in that situation.

13. Insurance and Alternative Funding

Checking Your Existing Insurance

Before considering other options, you may already have insurance in place that would cover the risk of having to pay your opponent's costs or unrecovered disbursements. Such insurance — called Before the Event ("BTE") legal expenses insurance — is often included as part of other policies. We ask that you check or send us copies of the following if you have them:

a) Household contents insurance policy;

b) Buildings insurance policy;

c) Motor insurance policy;

d) Credit card insurance policy;

e) Trade union membership card and handbook;

f) Any other policy of insurance you believe may cover legal expenses.

If you send the documents to us, we will then check the insurance cover provided by these documents and advise you further. If you are unsure or do not understand the request, you must contact us so that it may be explained in more detail.

If you do not provide these documents or confirm that you have cover within **14 days** of the date of this agreement, we will assume that no applicable BTE insurance exists and will proceed accordingly.

In any event, it may be the case that your BTE insurance is either unsuitable due to generic restrictions in the policy or does not provide cover in circumstances where a claim is part of a group claim or is or is likely to be subject to a Group Litigation Order.

After the Event Insurance (ATE)

If and when we consider it appropriate to issue court proceedings, we will consider whether After the Event insurance is needed to cover the risk of having to pay your opponent's costs and any unrecovered disbursements. We will advise you about this at that stage. ATE insurance premiums cannot be recovered from your opponent and would ultimately be payable by you, though in many cases it is possible to defer payment of the premium until conclusion of the claim.

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**, so that we can carry on insurance distribution activity, which broadly means 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 register can be accessed at www.fca.org.uk/firms/financial-services-register.

Alternative Funding Methods

Damages Based Agreement (DBA): A DBA limits your solicitor's costs to a maximum of 50% inclusive of VAT of your damages. We do not consider that we can provide an adequate service under such an agreement and therefore we do not offer this.

Private Retainer: This would require you to pay our charges win or lose. As we are offering a conditional arrangement, a private retainer would be disadvantageous to you and we do not recommend it.

14. Ending the Agreement

Termination by us

We may end this agreement and withdraw from acting if:

a) You reject our opinion about making a settlement with your opponent. If this happens, we may obtain an independent opinion from a solicitor or barrister. If that opinion supports us but you still do not accept it, you must pay our basic charges and disbursements to that point. If that opinion supports you, you must still pay our charges to that point if you later win your claim — but you should seek to recover them from your opponent as part of any costs claim.

b) We do not consider it likely that a judgment obtained against your opponent will be satisfied.

c) We do not consider your claim to be of sufficient value to allow us to recover part or all of our fees.

d) We believe you are unlikely to win your claim but you disagree with our assessment.

e) **Eligibility for funding under this agreement.** Shortly after you accept this agreement, we will assess whether your claim remains suitable for funding under the Conditional Fee Agreement against our own eligibility criteria. We reserve the right to withdraw from acting under this agreement if your claim does not meet our internal eligibility requirements. Should we withdraw from acting under this ground, we are not saying you do not have a right to claim, only that your claim does not meet our internal requirements for conditional fee funding.

Where we withdraw other than as a result of your breach

Where we withdraw from acting in circumstances (b), (c), (d) or (e) above, that is, where our withdrawal is not caused by any breach of this agreement on your part, you will have no immediate liability to us for our basic charges or disbursements at the point of withdrawal.

If, following our withdrawal, you continue to pursue your claim and go on to win it, our basic charges and disbursements incurred up to the date of our withdrawal will become payable. However, **subject to you including those charges in your claim**, those charges will be limited to the amount actually recovered from your opponent in respect of the costs of the work we carried out, whether by your new solicitors or by you directly. You will have no liability to us for any shortfall between our basic charges and the sum so recovered.

To protect this position, you must include a claim for the costs of our work in any costs claim made against your opponent, and must not agree a settlement of costs that excludes or compromises the costs attributable to our period of involvement without our prior written consent. If you fail to include or protect our costs claim and a recovery that would otherwise have been available is lost as a result, we reserve the right to seek recovery of our charges to the extent of the sum that would have been recovered had that claim been properly pursued.

Your continuing liability

Subject to the fee cap, you remain liable for our basic charges and disbursements incurred under this agreement even after the agreement ends, regardless of how it ends.

If you instruct us to file a Notice of Discontinuance, our retainer ends on that instruction and we may apply to come off the court record immediately. We reserve the right to charge in accordance with this agreement for work done to that point.

Common Costs Liability After Ending This Agreement

Your common costs obligations survive termination of this agreement. The rules set out in Section 6 continue to apply indefinitely in respect of common costs accrued during the period you were a member of the group, and in respect of any indemnity obligations that may arise.

This means:

a) If you withdraw or are removed from the group, your liability for common costs accrued up to quarter-end survives;

b) These obligations do not expire when this CFA ends.

Transfer of business

We may transfer your matter to another legal entity (for example on a reorganisation of our business or a transfer of this group action to an associated firm). If we propose to do so, we will give you written notice of the proposed transfer and of the identity of the incoming entity, which will take over our rights and obligations under this agreement on the same terms. By entering into this agreement you consent in advance to such a transfer and to the novation of this agreement to the incoming entity on the same terms, subject to your right to object: if you do not wish your matter to transfer, you may notify us in writing within 14 days of our notice, in which case your instructions will not transfer without your further agreement and you may end this agreement in accordance with its terms. If you continue to give instructions after that period without objecting, the agreement will novate to the incoming entity and the rights and obligations of the original agreement will be treated as continuous.

Removal from court record

After this agreement ends, we may apply to have our name removed from any court record. You must cooperate with any such application and must not obstruct it. You will be liable for any basic charges and disbursements necessarily incurred in making any such application.

15. Value Added Tax

VAT is charged at the prevailing rate on our basic charges. VAT may also apply to disbursements in certain circumstances.

16. Work Outside this Agreement

Where we carry out work that is not covered by this agreement — whether by necessity or otherwise — the costs of that work will be payable by you on an unconditional basis at our hourly rate and will not be subject to the fee cap. Save where a delay would prejudice your position or a limitation or procedural deadline requires us to act at once, we will not treat such work (including any Pre-Action 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 as soon as reasonably practicable afterwards.

An example of such work is a Pre-Action Disclosure Application, which is treated as separate proceedings. The general rule is that costs of such applications are borne by the applicant; they are not subject to costs-capping rules applicable to the main claim, and the court may not order your opponent to pay them even if the application succeeds.

17. Cost-Benefit Analysis

At this stage, we consider that the potential outcome of pursuing your claim outweighs the risks involved. We will notify you promptly if our assessment changes.

As noted above, cost recovery in your type of claim may be fixed or subject to reduction on assessment. You will not be liable for any shortfall between our basic charges and the amount recovered, provided you comply with this agreement.

18. Retrospective Cover

This agreement is dated [date] and, as stated in the CFA, extends to cover work carried out on your behalf prior to that date, including taking your initial instructions, setting up your file and preparing initial correspondence. This retrospective cover 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 you have paid will be refunded in full.

What this means for you. By agreeing to this CFA you confirm that:

a) You have received, read and understood this agreement before agreeing to it;

b) You **expressly consent** to this agreement applying retrospectively to work already undertaken by GFL on your behalf;

c) You confirm, to the best of your knowledge and belief, that no separate written retainer was in place in respect of work carried out by GFL on your behalf prior to the date of this agreement. If you are aware of or believe that any prior written retainer or formal engagement letter may exist, you agree to notify GFL promptly so that the position can be clarified before this agreement takes effect retrospectively.

d) You acknowledge that the fee cap, the terms of this agreement, and the obligations it places on you apply equally to that earlier work as to all subsequent work.

For the avoidance of doubt, all work carried out prior to the agreement date remains subject to the deduction cap.

19. Compliance Certificate

This Conditional Fee Agreement has been prepared to comply with the requirements of:

a) **Section 58 of the Courts and Legal Services Act 1990** (as amended by the Legal Aid, Sentencing and Punishment of Offenders Act 2012);

b) **The Conditional Fee Agreements Order 2013** (SI 2013/689); and

c) **The SRA Code of Conduct for Solicitors, RELs and RFLs** and the **SRA Code of Conduct for Firms** (together, the "SRA Codes of Conduct").

Goldman Finch Limited is authorised and regulated by the Solicitors Regulation Authority (SRA ID 816551). A copy of the SRA Codes of Conduct is available at www.sra.org.uk/solicitors/standards-regulations.