

Standard Terms of Business

Legal services and consulting services. Jersey and the United Arab Emirates.

VERSION 2.0, 30 JULY 2026

These terms (the "**Terms**") apply to all work we do for you. Part A applies to everything. Parts B, C, and D each add a small number of terms for one kind of work or one entity, and say nothing that Part A has already said. Read Part A, then read the Part your Engagement Letter points you to.

PART A — TERMS THAT APPLY TO ALL OUR WORK

1. WHO YOU ARE CONTRACTING WITH

FGC comprises three entities. Your Engagement Letter names the one you are contracting with (the "**Contracting Entity**"), and tells you which further Part applies.

- 1.1 The three entities, and the Part that applies to each, are:

FGC Legal Services: the registered business name under which Rory Forrest, Advocate of the Royal Court of Jersey, practises as a sole practitioner from 3 Brookhill Farm, La Rue du Pre, St Saviour, Jersey JE2 7UH. It provides Legal Services. Part B applies.

FGC Legal Consulting Ltd: a private company incorporated in Jersey with registered number 160210, whose registered office is 3 Brookhill Farm, La Rue du Pre, St Saviour, Jersey JE2 7UH. It provides Consulting Services. Part C applies.

FGC Legal Consulting FZ-LLC: a free zone limited liability company registered with the Ras Al Khaimah Economic Zone Authority under licence number 47033676, whose registered address is S20W706A, Shed No. 20, Al Hulaila Industrial Free Zone, Ras Al Khaimah, United Arab Emirates. It provides Consulting Services and legal consultancy on the laws of jurisdictions other than the United Arab Emirates. Parts C and D apply.

- 1.2 Each Contracting Entity contracts with you separately and on its own account. No Contracting Entity is liable for the acts, omissions, or obligations of another. The entities are not in partnership, none acts as agent for another, and none is a branch of another. Rory Forrest owns and operates all three, and that common ownership does not change any of this.
- 1.3 Where you engage more than one Contracting Entity, each engagement is a separate contract on these Terms.
- 1.4 Where a term in Part B, C, or D conflicts with a term in Part A, the term in Part B, C, or D prevails.

2. DEFINITIONS AND INTERPRETATION

We have kept defined terms to a minimum. In these Terms:

Client: you, and anyone else we agree in the Engagement Letter to provide Services for. Where there is more than one of you, each of you is responsible for the whole of our fees, not a share of them.

Confidential Information: everything we learn about you, your business, or your affairs in connection with the Services, whether you tell us, we obtain it elsewhere, or we work it out ourselves. It does not matter whether it is marked confidential.

Conflict of Interest: a situation in which we cannot properly act for two clients because their interests clash, or in which our own interests clash with yours.

Consulting Services: the consulting work described in the Engagement Letter, which may include fractional in-house legal and governance capability, the design of legal and governance frameworks, and the production of contracts, policies, precedents, templates, and playbooks.

Data Protection Laws: the Data Protection (Jersey) Law 2018 and the Data Protection Authority (Jersey) Law 2018, and, where the Contracting Entity is FGC Legal Consulting FZ-LLC, United Arab Emirates Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data, together with any other data protection law applicable to us in providing the Services.

Deliverables: the documents, materials, templates, precedents, playbooks, advice, and other work product we provide to you.

Engagement Letter: our letter, proposal, or scope of services for a piece of work, which names the Contracting Entity, describes the Services, and sets the fee.

Legal Services: legal advice under Jersey law provided by FGC Legal Services.

Services: Legal Services or Consulting Services, or both, as described in the Engagement Letter.

- 2.1 "We", "us" and "our" mean the Contracting Entity. "You" and "your" mean the Client. "FGC" means all three entities together, used only where a statement is true of each.
- 2.2 Headings do not affect meaning. A reference to legislation includes that legislation as amended or replaced. "Including" and "for example" do not limit what comes before them.

3. THE ENGAGEMENT LETTER

- 3.1 These Terms apply together with the Engagement Letter for each piece of work. The Engagement Letter sets the scope of the Services, the fee, and anything specifically agreed with you. Where it conflicts with these Terms, it prevails.
- 3.2 You accept these Terms and the Engagement Letter by signing or returning the Engagement Letter, by confirming acceptance in writing including by email, or by continuing to instruct us after we have sent them to you. Electronic acceptance and electronic signature are as effective as ink.
- 3.3 Where we have already started work at your request before the Engagement Letter is signed, these Terms apply to that work from the moment we started.

4. WHAT WE DO

- 4.1 We provide the Services described in the Engagement Letter, and the scope in the Engagement Letter is the scope of our engagement. Work outside it needs a further Engagement Letter or a written variation. If the scope changes, we will tell you and agree a revised fee before we do the extra work.

- 4.2 We will act with reasonable care and skill. We do not guarantee any particular outcome.
- 4.3 Whichever entity you engage, we do not provide:
- (a) tax advice, tax structuring, or advice on the tax consequences of anything we do for you;
 - (b) investment advice, financial planning, or any recommendation to buy, sell, or hold an investment;
 - (c) accounting, bookkeeping, audit, actuarial, or valuation services;
 - (d) insurance advice;
 - (e) advice on the law of any jurisdiction beyond what Part B, C, or D allows for the entity you have engaged; or
 - (f) any service that requires a licence, registration, or authorisation we do not hold.
- 4.4 Where a matter needs advice we do not provide, we will tell you and, if you ask, help you find someone who does. Unless we agree otherwise in writing, any other adviser is engaged by you and not by us, we are not responsible for their advice, and we do not review it.
- 4.5 Our advice is given on the basis of the law and the facts as they stand when we give it. Once a piece of work is finished, we are not obliged to tell you about later changes in the law or in circumstances, unless we agree in writing to keep the matter under review.
- 4.6 Rory Forrest has overall responsibility for your matter unless the Engagement Letter names someone else. We decide which of our people work on it and we supervise all of it, and we will tell you promptly if they change.
- 4.7 We may use subcontractors, consultants, and agents. We remain responsible to you for work they do on our behalf, and we make sure they are bound by confidentiality obligations at least as strict as ours.

5. OUR USE OF ARTIFICIAL INTELLIGENCE

We use artificial intelligence tools, including large language models, as part of how we work. We are open about it, and we set the limits in paragraph 5.1.

- 5.1 We use these tools for legal and factual research, drafting, document review and comparison, summarising, and the operational work of running a matter. When we do:
- (a) a person with the relevant professional judgement reviews every output before it reaches you;
 - (b) we remain fully responsible for the Services and the Deliverables, exactly as if no such tool had been used;
 - (c) we subscribe on the provider's commercial or business terms, not consumer terms, and under those terms the provider does not use our inputs or outputs to train or improve its models;
 - (d) we do not use free or personal-subscription tools for your work, and we do not put your Confidential Information into a publicly available tool;
 - (e) we apply technical and contractual safeguards to protect confidentiality and, where the Services are Legal Services, legal professional privilege; and

- (f) we do not use these tools to make a decision about you or your matter without human involvement.

- 5.2 You may tell us in writing that you do not want us to use these tools on your matter, and we will respect that. We will also tell you if it changes what the work costs or how long it takes.
- 5.3 By agreeing to these Terms you consent to our use of these tools on the basis set out in this paragraph 5.

6. WHAT WE NEED FROM YOU

- 6.1 You must give us the instructions, information, documents, and access we reasonably need, in good time, and you must tell us if anything you have told us turns out to be incomplete, inaccurate, or out of date, or if circumstances change in a way that affects the work.
- 6.2 We rely on what you tell us. We do not independently verify it unless the Engagement Letter says we will.
- 6.3 You must not rely on a draft. Only a document we identify as final is our finished work.

7. DELIVERABLES, RELIANCE, AND INTELLECTUAL PROPERTY

- 7.1 The Deliverables are for you, for the purpose described in the Engagement Letter. You may not use them for another purpose, or share them with anyone else, without our written consent.
- 7.2 Only you may rely on the Deliverables. No one else acquires any right against us by seeing or using them, whether or not we knew they would. If a third party needs to rely on our work, ask us, and we will consider giving a reliance letter on terms we agree.
- 7.3 We own the intellectual property in the Deliverables, in our precedents, templates, and know-how, and in the methods and systems we use to produce them. You keep the intellectual property in everything you give us, and you license us to use it to provide the Services.
- 7.4 Where the Deliverables include documents, templates, policies, precedents, or playbooks intended for your ongoing use, we grant you a perpetual, worldwide, non-exclusive, royalty-free licence to use, copy, adapt, and issue them for your own business purposes and those of your group. That licence survives the end of our engagement.
- 7.5 That licence does not let you sell, license, publish, or otherwise commercialise the Deliverables as a product or service in their own right, or hold them out as your own precedent bank for sale to others.
- 7.6 We may reuse the generic legal and drafting know-how we develop while working for you. We will never do so in a way that discloses your Confidential Information or identifies you.

8. CONFLICTS OF INTEREST

- 8.1 Before we take on new work we check our records for a Conflict of Interest with an existing or former client, and we keep watching for one throughout the engagement.
- 8.2 We will not act where there is a Conflict of Interest unless every affected client consents in writing after we have explained the position, and we reasonably believe we can act competently and objectively for each of them.
- 8.3 Unless there is an actual Conflict of Interest, we are free to act for anyone else, including your competitors

and people whose interests are opposed to yours. You agree not to ask us to decline such work.

- 8.4 If a Conflict of Interest arises during an engagement:
- (a) we will tell each affected client as soon as we can;
 - (b) we may have to stop acting for some or all of them;
 - (c) we will not disclose one client's Confidential Information to another without consent; and
 - (d) we will act in accordance with any applicable professional conduct rules in withdrawing.

9. CONFIDENTIALITY

- 9.1 We will keep your Confidential Information confidential and will not disclose it without your written consent. That obligation continues indefinitely after the engagement ends.
- 9.2 We may disclose your Confidential Information where:
- (a) the law, a court, a tribunal, or a regulator requires or permits it;
 - (b) we act for more than one client on the same matter, in which case we may need to share it with the others;
 - (c) it is necessary to prevent death or serious injury;
 - (d) we need advice from our own professional advisers or insurers, who are themselves bound to keep it confidential;
 - (e) we need to give it to a service provider, subcontractor, consultant, or agent who helps us deliver the Services, such as an IT, cloud storage, document management, practice management, artificial intelligence, transcription, or professional services provider, and they are under appropriate confidentiality obligations;
 - (f) it is already public, other than through our breach; or
 - (g) you consent in writing.
- 9.3 By agreeing to these Terms you consent to the disclosures described in paragraph 9.2.
- 9.4 We do not disclose your identity as a client, or use your name or logo in marketing, without your consent.
- 9.5 We keep appropriate technical and organisational security measures for information we hold, whether physical or electronic, and we review them regularly.

10. DATA PROTECTION

- 10.1 Each Contracting Entity decides how and why it processes personal data in providing the Services, and is a controller of that personal data in its own right. The Contracting Entities are not joint controllers.
- 10.2 We comply with the Data Protection Laws and we maintain any registration or notification they require.
- 10.3 Our privacy notice explains what personal data we process, why, who we share it with, how long we keep it, and what rights individuals have. It is at www.fgc.law, and we will send you a copy on request.
- 10.4 Where you give us personal data about other people, such as your directors, employees, shareholders, beneficial owners, or counterparties, you must make sure you are entitled to do so, and you must give them our privacy notice or otherwise tell them we will process their personal data.
- 10.5 Where we act as a processor rather than a controller, for example where we operate a system or register on

your behalf, we will put a written data processing agreement in place before we start.

11. FEES

- 11.1 We charge fixed fees. The Engagement Letter states the fee and what it covers, so you know the cost before the work starts.
- 11.2 Where the Engagement Letter says so, we may instead charge:
- (a) a monthly retainer, for a stated volume or level of service, with work beyond it charged as agreed;
 - (b) time-based fees at our then current rates, which we use only where the scope genuinely cannot be fixed in advance and where we have said so in writing; or
 - (c) another basis we agree with you in writing.
- 11.3 Where we have given you an estimate rather than a fixed fee, the estimate is our honest assessment and is not binding unless we describe it as a cap. We will give you a reasonable indication of likely fees and expenses at the outset and as the matter progresses, and we will tell you about anything likely to change them materially.
- 11.4 We review our fees and rates annually and will tell you in writing before a change takes effect. A change does not affect a fixed fee already agreed for work in progress.
- 11.5 You must reimburse us for expenses we reasonably incur on your matter, including court, tribunal, registry, and filing fees; fees of advocates, counsel, experts, foreign lawyers, and other professionals; search, registration, notarisation, and legalisation fees; electronic verification, screening, and monitoring fees; agreed travel and accommodation; and courier and other third-party charges specific to your matter. We do not charge separately for ordinary telephone, email, printing, or copying, and we will tell you about a significant expense before we incur it.

12. PAYMENT

- 12.1 Unless the Engagement Letter says otherwise:
- (a) you must pay our invoices within 14 days of the invoice date;
 - (b) we may ask you to pay all or part of a fee before we start work, and to put us in funds at any point;
 - (c) you must pay in pounds sterling, or in the currency stated in the Engagement Letter;
 - (d) you must pay in full, without set-off, deduction, or withholding, except as required by law or as Part C allows; and
 - (e) we apply payments to your oldest outstanding invoice first.
- 12.2 Time for payment is of the essence.
- 12.3 If you do not pay on time we may, without limiting any other right:
- (a) charge interest on the overdue amount at 2% per month, accruing daily from the due date until payment;
 - (b) stop work on your matter, and on any other matter we are handling for you, until you have paid;
 - (c) end the engagement; and

- (d) instruct a debt collection agency or lawyers to recover the debt, and recover the reasonable cost of doing so from you.
- 12.4 Where you ask us to address our invoice to someone else, you remain liable to pay it.
- 12.5 Goods and services tax may apply to fees charged by a Jersey entity, and value added tax may apply to fees charged by FGC Legal Consulting FZ-LLC. We show tax separately on the invoice, and our fees are stated exclusive of it. You must pay without deduction for withholding tax, and if the law requires you to withhold you must increase the payment so that we receive what we would have received had no withholding been required.
- 13. CLIENT MONEY**
- 13.1 We do not hold client money and we do not operate a client account. We will not accept funds from you or on your behalf for onward payment to a third party. The only money you should send us is payment of our invoices and any funds we have asked for on account of our own fees and expenses.
- 13.2 If money needs to be held in connection with your matter, for example to fund third-party costs, a court fee, a completion payment, or a settlement sum, you must pay it directly to the recipient, or arrange for it to be held by a law firm, bank, or other provider that is permitted to hold client money.
- 13.3 You agree not to send us client money. We will return any funds we receive in error, to the account they came from, and we are not responsible for any consequence of the delay that causes.
- 14. OUR LIABILITY TO YOU**
- 14.1 This paragraph sets the limits of our liability, and it is an important part of the basis on which our fees are set. Nothing in it excludes or limits liability that cannot lawfully be excluded or limited, including liability for fraud or fraudulent misrepresentation, or for death or personal injury caused by negligence.
- 14.2 Our total liability arising out of or in connection with an engagement, whether for breach of contract, negligence, breach of statutory duty, or otherwise, is limited to the greater of three times the fees paid to us under that engagement and £100,000, subject to an overall maximum of £1,000,000. Where more than one Contracting Entity works on the same matter, the limit applies once across all of them together. We may agree a higher limit in writing.
- 14.3 We are not liable for:
 - (a) indirect or consequential loss;
 - (b) loss of profit, revenue, business, contracts, anticipated savings, or opportunity;
 - (c) loss of goodwill or reputation;
 - (d) loss arising from a cause beyond our reasonable control;
 - (e) loss arising from your breach of these Terms or the Engagement Letter, from information you gave us that was incomplete, inaccurate, or out of date, or from your decision not to follow our advice; or
 - (f) loss arising from a matter we expressly excluded from scope.
- 14.4 We will bear only our fair share of any loss, having regard to the extent to which you or anyone else contributed to it, and to any amount you could have recovered from another adviser but for a limitation of

liability that adviser agreed with you or your decision not to pursue them.

- 14.5 You must bring any claim against us within three years of the date on which you first became aware, or ought reasonably to have become aware, of the circumstances giving rise to it. This shortens any longer period that would otherwise apply.
- 14.6 You must reimburse us for any loss, liability, or cost we suffer as a result of a third-party claim arising out of the Services, except to the extent the claim results from our own breach of these Terms, negligence, or wilful default.
- 14.7 Only you may bring a claim against us. Nothing in these Terms gives any other person a right to enforce them or to claim against us, and this is not affected by our knowing that a third party may see or use the Deliverables.
- 14.8 You agree to bring any claim against the Contracting Entity alone, and not against any other FGC entity, or against any director, employee, consultant, or agent of any FGC entity personally. This does not limit your rights against Rory Forrest where he is the Contracting Entity as FGC Legal Services, and it does not exclude liability for fraud. Each of those people may rely on this paragraph.
- 14.9 We maintain professional indemnity insurance and will give you details of the cover on request. Holding insurance does not increase our liability beyond the limits in these Terms.
- 15. COMMUNICATIONS**
- 15.1 We will communicate with you by email, telephone, post, video call, electronic messaging services (for example WhatsApp, Telegram, or Signal), and through any electronic portal we give you access to. Unless you tell us otherwise, email is our default, and you must tell us promptly if your contact details change.
- 15.2 We take reasonable security measures, but we cannot guarantee that electronic communications are secure, virus-free, or delivered. We are not liable for interception, corruption, loss, or delay in transmission, except where it results from our own failure to take the measures we have said we take.
- 15.3 A notice under these Terms must be in writing, and email is sufficient.
- 16. ENDING THE ENGAGEMENT**
- 16.1 You may end an engagement at any time by written notice. We may end an engagement by giving you reasonable written notice.
- 16.2 We may end an engagement immediately, by written notice, if:
 - (a) you do not pay our fees or expenses when due;
 - (b) you do not give us the instructions, information, or assistance we reasonably need;
 - (c) a Conflict of Interest arises that cannot be resolved;
 - (d) we cannot complete our client due diligence, or continuing would or might breach financial crime or sanctions law;
 - (e) we reasonably believe you are using, or intend to use, our work for an unlawful or improper purpose;
 - (f) trust and confidence between us has broken down irretrievably;

- (g) you become insolvent, or a step is taken towards your winding up, administration, or dissolution; or
- (h) we conclude, for professional or regulatory reasons, that we should not continue.

16.3 When an engagement ends:

- (a) you must pay our fees and expenses for work done up to that point, together with the reasonable cost of bringing the work to an orderly close;
- (b) we will take reasonable steps to protect your position, including telling you what remains outstanding and what deadlines are coming;
- (c) we may charge a reasonable fee for transferring your file to a new adviser;
- (d) we will account to you for anything we hold to your order; and
- (e) the paragraphs intended to survive, including those on confidentiality, data protection, intellectual property, liability, and governing law, continue to apply.

17. DOCUMENTS AND FILE RETENTION

- 17.1 We keep your file for at least 11 years from the last material entry, and we may keep it electronically. That period applies to all our files, whether the work was Legal Services or Consulting Services, because we hold both in the same document management system and apply one rule to both. The Law Society of Jersey Code of Conduct requires it for Legal Services, and we have adopted it for the rest.
- 17.2 After that period we may destroy files where it is reasonable to do so, and in any event we may destroy them after 20 years from their date or the last material entry, whichever is later, whether or not you consent.
- 17.3 We will not destroy original documents of intrinsic value, such as a will, share certificate, or promissory note, without your instructions.
- 17.4 We may keep your documents and property until you have paid everything you owe us, whether on that matter or another.
- 17.5 Once you have paid what you owe, we will give you the originals or copies of the documents you are entitled to, when you reasonably ask. We may charge a reasonable copying and administration fee, and we may keep copies for our own records.

18. COMPLAINTS

- 18.1 If you are unhappy with our work, our service, or our fees, tell Rory Forrest. You can do that by any reasonable means, including by telephone or email, and you do not have to put it in writing.
- 18.2 We will acknowledge your complaint within five working days, investigate it, and give you a substantive written response within 28 days. If we need longer, we will tell you why and when you can expect our response.
- 18.3 Where the Services are Legal Services, you may refer the matter to the Law Society of Jersey at any time, whether or not you have raised it with us first, and that includes a dispute about the amount of our fees. Nothing in these Terms prevents you from doing so, or from reporting our conduct to the Law Society.
- 18.4 Where the Services are Consulting Services, no such external route exists, and we will each try in good faith to settle the matter before either of us starts

proceedings. Neither of us is prevented from applying to the court for urgent relief.

19. OTHER TERMS

- 19.1 You may not assign or transfer your rights without our written consent. We may assign or transfer ours to another FGC entity, or on a transfer of our business, on written notice to you.
 - 19.2 Neither of us is liable for a failure or delay in performance caused by something beyond our reasonable control. The affected party must tell the other promptly and must do what it reasonably can to limit the effect.
 - 19.3 These Terms and the Engagement Letter are the whole of the agreement between us for that engagement, and replace anything said or written before it. Neither of us relies on any statement not set out in them. This does not limit liability for fraud.
 - 19.4 If a provision is or becomes unenforceable, it is to be read down to the extent necessary to make it enforceable, or, if that is not possible, severed. The rest continues to apply. A failure or delay in enforcing a right is not a waiver of it.
 - 19.5 We may change these Terms by publishing the revised version at www.fgc.law. The version in force when your Engagement Letter is signed applies to that engagement. We will tell existing clients about a material change, and a change does not apply to work already in progress unless you agree.
 - 19.6 Nothing in these Terms creates a partnership, joint venture, or employment relationship between us, or between the FGC entities, or makes either of us the agent of the other.
- 20. GOVERNING LAW AND JURISDICTION**
- 20.1 These Terms, the Engagement Letter, and any dispute or claim arising out of or in connection with them, including a non-contractual one, are governed by Jersey law. This applies to all three Contracting Entities.
 - 20.2 You and we submit to the exclusive jurisdiction of the courts of Jersey.
 - 20.3 Where the Contracting Entity is FGC Legal Consulting FZ-LLC, the choice of Jersey law governs our contract with you. It does not displace any provision of United Arab Emirates law that applies to that entity regardless of the parties' choice.

PART B — ADDITIONAL TERMS FOR LEGAL SERVICES (FGC LEGAL SERVICES)

21. THE PRACTICE, ITS REGULATION, AND ITS SCOPE

- 21.1 FGC Legal Services is the registered business name under which Rory Forrest practises. He is an Advocate of the Royal Court of Jersey, sworn in November 2018, and an ordinary member of the Law Society of Jersey. The practice is a sole practice, so your contract is with Rory Forrest trading as FGC Legal Services.
- 21.2 We are regulated by the Law Society of Jersey for professional conduct purposes and are bound by its Code of Conduct. Where anything in these Terms conflicts with the Code of Conduct, the Code of Conduct prevails.
- 21.3 We are also supervised by the Jersey Financial Services Commission for anti-money laundering, counter-terrorist financing, and counter-proliferation

financing purposes, in respect of the supervised business we carry on.

- 21.4 By law we must verify who you are and check for money laundering, terrorist financing, and proliferation financing risks, and keep that information up to date while we act for you. You must give us the information and documents we reasonably need. We may use electronic verification and screening services and recover the reasonable cost of doing so, and we can refuse instructions or stop acting if we cannot get satisfactory verification.
- 21.5 We advise on Jersey law and nothing else, and anything we say about foreign law is not advice on it. Our practice is corporate, commercial, regulatory, governance, and data protection work, and we do not conduct contentious proceedings. Where your matter needs litigation, arbitration, or other contentious representation, or advice on foreign law, we will help you instruct counsel, another firm, or a foreign lawyer, who will be engaged by you.
- 21.6 When you instruct us we become your lawyer, with the professional duties that follow under Jersey law and the Code of Conduct, including duties of competence, diligence, confidentiality, independence, and loyalty to you.

22. LEGAL PROFESSIONAL PRIVILEGE

- 22.1 Communications between us for the purpose of giving or receiving legal advice, and communications made for the dominant purpose of actual or contemplated litigation, may be protected by legal professional privilege. Privileged material generally cannot be required to be disclosed.
- 22.2 The privilege is yours, not ours. We will claim it on your behalf where appropriate, and we will not waive it without your consent unless the law compels us.
- 22.3 Privilege can be lost. It can be lost if you share privileged material with someone else, if you refer to the substance of our advice in a document you disclose, or if you use it for an improper purpose. Ask us before you circulate our advice beyond the people who need to see it.
- 22.4 Artificial intelligence tools carry the same risk. If you put our advice into a consumer or personal-subscription artificial intelligence tool, you may be disclosing it to the tool's provider, which may store it, review it, or use it to train its models, and that disclosure may waive privilege. Do not put privileged material into such a tool. If you want to use artificial intelligence on material that includes our advice, speak to us first, and use only a tool deployed on business terms that protect confidentiality.

23. ACTING FOR MORE THAN ONE CLIENT, AND FORMER CLIENTS

- 23.1 We may only act where there is a Conflict of Interest if, in addition to the conditions in Part A, the Code of Conduct permits it and the matter does not involve the affected clients making claims against each other in the same proceedings.
- 23.2 Where we act for more than one of you on the same matter, information material to the matter provided by one of you must be available to all of you, and we cannot keep it from the others.
- 23.3 We will not act against a former client on the same or a closely related matter without that client's written consent.

24. FEES, LIABILITY, AND TERMINATION: THE PROFESSIONAL OVERLAY

- 24.1 We do not act on a contingency, conditional, or other results-based fee basis, and we will not agree a fee that depends on the outcome of your matter.
- 24.2 Where you are involved in contentious proceedings, you may become liable for another party's costs, and an award of costs in your favour may not cover all of your own. We will explain the position on the matter in hand.
- 24.3 The liability limit in Part A applies only to the extent the Law Society of Jersey permits it. If the Law Society sets a minimum level below which liability may not be limited, our limit is read up to that minimum. We maintain professional indemnity insurance at not less than the level required of members of the Law Society, and currently at not less than £2,000,000 for any one claim.
- 24.4 We may only end the engagement for just cause and, except in exceptional circumstances, on reasonable notice. The grounds for immediate termination in Part A are grounds we consider to be just cause, and we will exercise them consistently with the Code of Conduct.

PART C — ADDITIONAL TERMS FOR CONSULTING SERVICES (BOTH CONSULTING ENTITIES)

25. THE NATURE OF CONSULTING SERVICES

- 25.1 We give you legal, governance, and commercial support on an in-house basis. We do so as consultants and not as your lawyer, so no retainer with a Jersey Advocate arises and the enhanced duties that come with that relationship do not apply.
- 25.2 Legal professional privilege does not attach to Consulting Services. Where you need advice capable of being privileged, engage FGC Legal Services, and we will tell you when we think that is the right course.
- 25.3 We remain bound to act with reasonable care and skill, and bound by the confidentiality and data protection obligations in Part A.

26. OUR STATUS, AND PEOPLE PLACED IN YOUR ORGANISATION

- 26.1 We are an independent contractor. We are not your employee, we are not on your payroll, and we do not receive employee benefits from you. We decide how, when, and where we do the work, within the parameters the Engagement Letter sets, and we are free to work for other clients.
- 26.2 We have no authority to bind you, to sign on your behalf, or to hold ourselves out as authorised to do so, unless you give us that authority in writing.
- 26.3 Where one of our people is appointed to an office in your organisation, such as director or company secretary, that appointment is separate from these Terms. It requires its own written terms, and duties owed in that office are owed by the individual to your organisation, not by us under these Terms.

27. RETAINERS, SET-OFF, AND YOUR MATERIALS

- 27.1 Where we charge a monthly retainer it is payable in advance, and unless the Engagement Letter says otherwise unused capacity in a month does not carry forward. We may increase a retainer once in each 12-month period, in line with the Jersey Retail Price Index, on not less than 30 days' written notice.

- 27.2 Where we are unable or unavailable to provide the Services for a period, we will not charge for that period and we will credit any retainer already paid for it.
- 27.3 You may set off against any amount due to us any amount we owe you at the time.
- 27.4 Subject to paragraph 17 (Documents and file retention), the documents, materials, and information you give us remain yours. When the engagement ends we will return them or delete them, as you ask, except where we must keep a copy to comply with a legal, regulatory, or insurance obligation, and we will certify that we have done so if you ask.

PART D — ADDITIONAL TERMS FOR FGC LEGAL CONSULTING FZ-LLC

28. THE ENTITY, ITS LICENCE, AND ITS LIMITS

- 28.1 FGC Legal Consulting FZ-LLC is a free zone limited liability company registered with the Ras Al Khaimah Economic Zone Authority under licence number 47033676. Its registered address is S20W706A, Shed No. 20, Al Hulaila Industrial Free Zone, Ras Al Khaimah, United Arab Emirates, its licensed activity is Legal Consultancy, and its manager is Rory Forrest. Its contracts, invoices, and formal correspondence state those particulars, as United Arab Emirates law requires.
- 28.2 Under that licence it provides Consulting Services and legal consultancy on the laws of jurisdictions other than the United Arab Emirates. The licence does not permit advice on the law of the United Arab Emirates or its financial free zones, representation before a United Arab Emirates court or authority, or notarial work.
- 28.3 Where you need any of that, we will help you instruct a locally licensed advocate or legal consultant, who will be engaged by you and not by us. Advice on Jersey law comes from FGC Legal Services, and if your matter needs both we will issue separate Engagement Letters.

29. DATA PROTECTION AND FINANCIAL CRIME IN THE UNITED ARAB EMIRATES

- 29.1 This entity processes personal data as a controller under United Arab Emirates Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data. The Ras Al Khaimah Economic Zone has no data protection legislation of its own, so the federal law applies. Personal data it processes may be transferred to and stored in Jersey, the United Kingdom, and the European Economic Area, subject to the safeguards

our privacy notice describes, and rights under that law may be exercised by writing to rory@fgc.law.

- 29.2 Where the United Arab Emirates anti-money laundering regime applies to the business this entity carries on, it complies with it under Federal Decree-Law No. 10 of 2025 and Cabinet Resolution No. 134 of 2025. That means carrying out customer due diligence and ongoing monitoring, screening against United Arab Emirates and international sanctions lists, keeping the records those laws require, and reporting a suspicious transaction to the United Arab Emirates Financial Intelligence Unit. Where it makes such a report the law prevents it from telling you.

30. VALUE ADDED TAX

- 30.1 Where the place of supply of the Services is the United Arab Emirates, value added tax applies at the standard rate, currently 5%. We show it separately on the invoice and state our tax registration number once we are registered.
- 30.2 Where the Services qualify for zero rating as an export of services, we will apply it. Qualification depends on your place of residence and on where the Services are received and used, so you must tell us promptly if you establish a presence in the United Arab Emirates, or if anyone there will receive the benefit of the Services.
- 30.3 If a tax authority later determines that tax was chargeable on a supply we treated as zero-rated or outside the scope, you must pay us that tax, together with any interest or penalty attributable to information you gave us that was incomplete or inaccurate.
- 30.4 Invoices from this entity are payable in United States dollars or pounds sterling, as the Engagement Letter states.

FGC Legal Services — Rory Forrest, Advocate of the Royal Court of Jersey. 3 Brookhill Farm, La Rue du Pre, St Saviour, Jersey JE2 7UH.

FGC Legal Consulting Ltd — registered in Jersey, number 160210. 3 Brookhill Farm, La Rue du Pre, St Saviour, Jersey JE2 7UH.

FGC Legal Consulting FZ-LLC — RAKEZ licence number 47033676. S20W706A, Shed No. 20, Al Hulaila Industrial Free Zone, Ras Al Khaimah, United Arab Emirates.

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Version 2.0. Last updated 30 July 2026. These Terms replace the FractionGC Law Terms of Business and the FractionGC Limited Terms of Business, each dated 15 September 2025.