

Terms of Engagement for FOS & FSCS Claims

Please do not hesitate in contacting us if you require any documentation in a larger font size.

1. DEFINITIONS AND INTERPRETATION

- a) The definitions & rules of interpretation in this Clause apply in these Conditions.

"Award" means any offer of compensation made at any time by the Firm, the FOS or the FSCS to the Claimant in connection with the Claim.

"Claim" means a claim made against a Firm, or submitted to the FOS or the FSCS, for losses suffered by You for the negligent mis-selling of an investment to the Claimant by the Firm.

"Claimant" means an individual or individuals that are interested in pursuing a Claim that have engaged the Company to provide the Services.

"Claim Assessment" means the assessment of a potential Claim carried out by Us based on the information provided, any documents or other information supplied by You, in order to determine the likely prospects of a Claim being successful.

"Commencement Date" this has the meaning given in Clause 2 and means the date in which the agreement between You and Us commences.

"Company/We/Our/Us" Mis-Sold Shares Limited (MSS) whose registered address is Unit 3B City Business Centre, Brighton Road, Horsham, West Sussex, RH13 5BB.

"Conditions" means the terms and conditions as amended from time to time in accordance with Clause 17.

"Contract" means the contract between Us and You for the supply of the Services on an exclusive basis in accordance with these Conditions.

"Cooling Off Period" means the period in which You can cancel the Contract as defined in Clause 10.1.

"Early Termination Fee" means the fee payable by You pursuant to Clause 6.1, in the event that the Contract with Us is terminated before You engage any Introduced Party that We have introduced to You for the prosecution of Your Claim.

"Express Request" means instructing Us to provide you Our Services by signing and returning Our Terms of Engagement.

"Firm" a financial services firm, financial advisor, broker, bank, building society, insurer or other entity authorised by the Financial Conduct Authority responsible for the sale of the investment to which the Claim relates.

"FOS" The Financial Ombudsman Service, the United Kingdom's official independent compensation expert in settling complaints between consumers and businesses providing financial services.

"FSCS" The Financial Services Compensation Scheme, the United Kingdom's compensation fund of last resort for customers of financial services firms authorised by the Financial Conduct Authority.

"Material Breach" means breaches of Our and Your obligations in accordance with Clause 3 and 4.

"Redress Application" the collation of all information relating to a potential Claim to be provided by the Client in order to enable the Company to carry out the Claim Assessment.

"Referred Party" means a Law Firm or other claims management company.

"Services" means the initial assessment of one or more potential Claims, on behalf of the Client, up to and including being authorised by the Client to accept the offer of an Award which the Company, acting reasonably, considers to be fair and reasonable in respect of any such Claim. For the avoidance of doubt, the Company will not commence any legal action on the Client's behalf, nor will the Company provide any financial advice to the Client relating to the Investment that is subject of the Claim(s).

"Success Fee" means the fee payable in respect of an Award as described under Clause 5 and in our Summary Sheet.

"Third Party" means other market professionals relevant in aiding the Claim.

"You/Your" means the person or persons who have engaged Us to provide the Services.

- b) Clause, schedule and paragraph headings shall not affect the interpretation of the Contract.
- c) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- d) Words in the singular shall include the plural and vice versa.
- e) A reference to writing or written includes faxes and e-mail.
- f) Where the words include(s), including or in particular are used in these Conditions, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- g) Any obligation on a person in these Conditions not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- h) References to Clauses and schedules are to the Clauses and schedules of these conditions.

2. COMMENCEMENT, DURATION AND EXCLUSIVITY PERIOD

The Contract shall come into existence on the date upon which we receive a signed copy of our Terms of Engagement, ("Commencement Date") and shall continue until terminated in accordance with the provisions of Clauses 11 and 12.

3. COMPANY'S OBLIGATIONS

3.1a) Subject to Clause 3.2, We shall:

- (a) provide the Services with reasonable skill and care;
- (b) use all Our reasonable endeavours to complete the Claim Assessment as soon as reasonably practicable;
- b) On completion of the Claim Assessment, We either:
 - (a) Initiate a Claim directly against the Firm only where We, in Our absolute discretion, determine that:
 - (i) there is a realistic prospect of the Claim being successful; and
 - (ii) the Claim is financially viable for Us to pursue.

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- c) Notify You promptly in the event that any additional information or documentation is required from You in connection with the Claim.
- d) Keep You informed as to the progress of your Claim and respond to any reasonable enquiries from You.
- e) Deal with any complaints made by You in a timely manner in accordance with the provisions of Our Complaints Handling Procedure.

3.2 Any dates agreed in respect of Our performance, or the performance of the Law Firms under the Contract shall be estimates only.

4. CLAIMANT'S OBLIGATIONS

4.1 The Claimant shall:

- (a) co-operate with the Company in all matters relating to the Services;
- (b) promptly complete the Redress Application and provide copies of documents and information relating to each Claim (for the avoidance of doubt it is the Client's responsibility to retain copies of any such documents or information).
- (c) send Us copies of documents and retain their own copies where originals are specifically required;
- (d) provide, in a timely manner, such information and documentation as the Company may reasonably require in connection with the Claim and ensure its accuracy; and ensure that it is accurate in all material respects.
- (e) promptly inform the Company about any matters and or information relating to the Claim;
- (f) authorise the Company absolute discretion, the authority to accept an Award on their behalf for any Claim conducted by the Company; and
- (g) immediately notify the Company if You are:
 - (i) deemed unable to pay the debts or have no reasonable prospect of doing so within the meaning of Section 268 of the Insolvency Act 1986; or
 - (ii) the subject of a bankruptcy petition or order.

4.2 You authorise Us to accept the offer of an Award which We, acting reasonably, consider to be fair and reasonable in respect of each Claim.

For the avoidance of doubt, We will not be required to obtain Your consent before accepting an Award on Your behalf which we consider to be fair and reasonable. You will be liable to pay the Success Fee regardless of any appeal You may choose to undertake should You be unsatisfied with part or all of the successful Claim.

4.3 If Our performance of Our obligations under the Contract is prevented or delayed by any act or omission by You, We shall not be liable for any costs, charges or losses sustained or incurred by You that arise directly or indirectly from such prevention or delay.

4.4 You shall be liable to pay to Us, on demand, all reasonable costs, charges or losses sustained or incurred by Us

(including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from Your fraud, negligence, Early Termination, failure to perform or delay in the performance of any of Your obligations under the Contract, subject to Us confirming such costs, charges and losses to You in writing.

5. SUCCESS FEE

5.1 For each separate Claim, You shall pay Us a Success Fee in accordance with our Summary sheet of the amount of the Award plus VAT (the "Success Fee").

If the action is successful for a claim of £5,000 the Success Fee is calculated as follows:

Example:

Award of £5,000 is received by You following a successful Claim.

Success Fee 28% + VAT = £1,680.

Therefore, the balance owed to You is £3,320.

- 5.2 The Success Fee shall become due upon acceptance of an Award on behalf of You.
- 5.3 The Success Fee shall be payable to Us within 7 days of the payment and cleared funds of an Award to You.
- 5.4 If following a Claim Assessment, We, in our absolute discretion, determine that there is no realistic prospect of the action being successful or that the action is not financially viable for Us to pursue no Early Termination Fee, or Success Fee shall be payable.
- 5.5 Without prejudice to any other right or remedy that it may have, if You fail to pay Us on the due date for any payment, We may:
 - (a) charge interest on such sum from the due date for payment at an annual rate equal to 3% over the base rate of Barclays Bank Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and You shall pay the interest immediately on demand;
 - (b) suspend all Services until payment has been made in full. Interest will not be charged where payment of an Award is made directly to the Company; and
 - (c) pursue the debt through legal proceedings including any costs incurred in the pursuit of the settlement of the debt.

6. PAYMENT OF REASONABLE COSTS FOR EARLY TERMINATION

- 6.1 In the event of the Contract being terminated after the end of the Cooling Off Period but before the Company has been able to conclude the Claim, You shall be liable to pay a reasonable fee to Us in respect of work undertaken by Us prior to such termination ("Early Termination Fee") we base this fee on hours worked chargeable at £130 per hour plus VAT. You will also have to pay any reasonable disbursements that We have paid in respect of the Claim.
- 6.2 We shall submit an invoice to You, setting out the amount of the Early Termination Fee and any disbursements, which shall be payable by You within 14 days.
- 6.3 No Early Termination Fee shall be payable should the Contract be terminated during the Cooling off Period.

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7 CONFIDENTIALITY

7.1 You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to You by Us, Our employees, agents, consultants, subcontractors and, any other Referred Party and or Third Party We may introduce You to and any other confidential information concerning Our business or Our products which You may obtain.

7.2 We and You may each disclose such information as may be required by law, court order or any governmental or regulatory authority.

7.3 You shall not use any such information for any purpose other than to perform Your obligations under the Contract.

8 LIMITATION OF LIABILITY – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

8.1 Nothing in these Conditions shall limit or exclude Our liability for:

1. death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors; or
2. fraud or fraudulent misrepresentation.

8.2 Subject to Clause 8.1, should We fail to comply with these Conditions, We shall be liable for loss or damage suffered by You that is a reasonably foreseeable result of Our breach of the Conditions or of Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it were an obvious consequence of Our breach or if it were contemplated by You and Us on the Commencement Date.

8.3 Except as expressly stated in these Conditions, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law, excluded from the Contract. Where following a Claim Assessment, the Company agrees to pursue a Claim, it makes no representations or warranty, and provides no guarantee, that such Claim will be successful.

8.4 Where following a Claim Assessment We introduce you to a Third Party or Referred Party, We make no representation, warranty, and or guarantee, that such Claim will be successful.

8.5 This Clause (Clause 8) shall continue in full force and effect after the termination of this Contract.

9 DATA PROTECTION

9.1 We use the information you provide primarily for the provision of the Services to you and for related purposes including:

- a) updating and enhancing Claimant records
- b) analysis to help us manage our business
- c) statutory returns
- d) legal and regulatory compliance

9.2 data transfer between the Company and the Company's Contacts, in accordance with the Data Protection Act 2018 and GDPR of all relevant data appertaining to Your Claim.

9.3 Our use of this information is subject to your instructions, the Data Protection Act 2018, GDPR and our duty of confidentiality.

9.4 Our work for you may require us to give information to Third Parties. Under data protection legislation you have a right of access to the personal data that we hold about you.

9.5 We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information please notify our office, preferably in writing.

9.6 You acknowledge that we may transfer or store your data outside of the European Economic Area.

10 CLAIMANT'S RIGHT TO CANCEL

10.1 You have the right to cancel the Contract at any time during the period of 14 days starting on the day after the Commencement Date (the "Cooling Off Period").

10.2 Notice of cancellation may be made in writing, by e-mail, by telephone or in any other form to the person named in the accompanying letter. However, to establish proof of cancellation it is preferable to send this by registered post.

You can use the NOTICE OF RIGHT OF CANCELLATION FORM provided separately, but you do not have to do so. Cancellation is subject to payment of our costs to date where applicable where you have previously instructed us to commence instructions in writing. For the avoidance of doubt, signature and return of these Terms of Engagement will constitute such instruction and will also constitute you providing an Express Request for us to provide our Services during the Cooling Off Period. No fees will be due if you cancel within the Cooling Off Period, even if you have provided an Express Request for the Company to commence work before the expiration of the Cooling Off Period.

11 TERMINATION

11.1 We may terminate the Contract if:

- a) following the Claim Assessment, We, in Our absolute discretion, determine that:
 - i) there is no realistic prospect of the Claim being successful; or
 - ii) the Claim is not financially viable for Us to pursue.
- b) You commit a Material Breach of the Contract and (if such a breach is remediable) You fail to remedy that breach within 14 days of being notified in writing of the breach;

11.2 Without prejudice to Clause 10, You may terminate the Contract:

- a) if We commit a Material Breach of the Contract and We fail to remedy that breach within 14 days of being notified in writing of the breach (if such a breach is remediable); or
- b) at any time by giving written notice to Us.

11.3 The Contract shall terminate automatically if:

- a) We, in Our absolute discretion, determine that there is no realistic prospect of the Claim being successfully pursued any further.
- b) The Claim (being the only outstanding Claim) is rejected.

12 CONSEQUENCES OF TERMINATION

12.1 Subject to Clause 10, on termination of the Contract for any reason:

- (a) You shall be liable to pay the Early Termination Fee (if any).
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to

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claim damages in respect of any breach of the Contract which existed at or before the date of termination; and

- (c) Clauses which expressly or by implication have effect after termination shall continue in full force and effect, including the following Clauses: Clause 6 (Early Termination Fee), Clause 7 (Confidentiality), Clause 8 (Limitation of Liability), Clause 12 (Consequences of Termination), Clause 21 (Notices) and Clause 22 (Governing Law and Jurisdiction).

- 12.2 For the avoidance of doubt, if the Contract is terminated automatically in accordance with Clause 11.3, the Client shall not be liable to pay a Success Fee or an Early Termination Fee.

13 FORCE MAJEURE

- 13.1 For the purposes of the Contract, "Force Majeure Event" means an event beyond Our reasonable control including, but not limited to, strikes, lockouts or other industrial disputes (whether involving the workforce of Us or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 13.2 We shall not be liable to You as a result of any delay or failure to perform Our obligations under the Contract as a result of a Force Majeure Event.
- 13.3 If the Force Majeure Event prevents Us from providing any of the Services for more than 4 weeks, We shall, without limiting Our other rights or remedies, have the right to terminate the Contract immediately by giving written notice to You.

14 VARIATION

- 14.1 Any variation of the contract shall only be valid where:
 - i) the Success Fee is reduced, and the variation is in writing and signed by Us and or on Our behalf;

15 WAIVER

- 15.1 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 15.2 No single or partial exercise of any right or remedy provided under the Contract or by law shall preclude or restrict the further exercise of any such right or remedy.

16 CUMULATIVE REMEDIES

Except as expressly stated in these Conditions, rights and remedies provided in these Conditions are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

17 SEVERANCE

- 17.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 17.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18 ENTIRE AGREEMENT

- 18.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of the Contract.
- 18.2 Each party acknowledges that, in entering into the Contract, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that its only liability in respect of those representations and warranties that are set out in the Contract (whether made innocently or negligently) shall be for breach of contract.
- 18.3 Nothing in this Clause shall limit or exclude any liability for fraud.

19 ASSIGNMENT

- 19.1 We may transfer Our rights and obligations under the Contract to another organisation at any time at our sole discretion without prior notice to you, and We will always notify you in writing if this happens, but this will not affect Your rights or Our obligations under the Contract. You may not transfer Your rights or Your obligations under the contract to any other person.
- 19.2 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

20 RIGHTS OF THIRD PARTIES

A person who is not a party to the Contract shall not have any rights under or in connection with it.

21 NOTICES

- 21.1 Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business.
- 21.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 21.3 This Clause (Clause 21) shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this Clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under the Contract shall not be validly served if sent by e-mail.

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22 GOVERNING LAW AND JURISDICTION

- 22.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.
- 22.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

SERVICE LEVELS

Hours of Operation

We are normally open between 9am and 5pm from Monday to Friday.

Service levels and frequency of communication.

We will update you by telephone or in writing with progress on your Claim, when appropriate and we will update you on the likely timescales for each stage of this matter and any important changes in those estimates. Whenever there is a material change in circumstances associated with your Claim, we will update you what options are available and suggest an appropriate course of action.

Outsourcing

Sometimes we ask other companies or people to conduct work for us which may include typing/photocopying/other work on our files to ensure this is done promptly/in the most cost-effective manner. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

External auditing

External firms or organisations may conduct an audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

Future instructions

Unless otherwise agreed, these Terms of Engagement will apply to all future instructions you give us on this or any other matter.

IMPORTANT NOTICE

We are a claims management business only and We do not provide any financial or legal advice of any kind. Any such information discussed with you is for general guidance purposes only and does not constitute financial or professional advice and We accept no liability for loss or damage of any kind arising from the use of, or inability to use any such information. You should seek your own independent financial and or legal advice.

STATUTE OF LIMITATION

Any Claim in respect of a misrepresentation or breach of contract is subject to a limitation period. The date for expiration of Your Claim may vary depending on circumstances.

Should the limitation period expire during Our process of seeking redress for your Claim, the Finance Provider and or the Supplier may determine the Claim to be outside the statutory limitation period and thus Your Claim will be statute-barred. This will ultimately result in Your claim being closed permanently. This shall end any option moving forward for financial redress. It is the domain of lawyers to issue proceedings which stops the statutory limitation period from expiring. If you are in doubt regarding this matter, please seek independent legal advice to instigate such proceedings.

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Please Note: If your product was bought in joint names complete both “Primary” and “Secondary” Claimant details

The undersigned hereby agree to be bound by the above Terms of Engagement.

Primary Claimant:

Name:

Address:

Tel No.:

Email address:

Signed: Date:

Secondary Claimant:

Name:

Address:

Tel No.:

Email address:

Signed: Date:

- ☐ Please tick here to receive details of other services we provide.
- ☐ Please tick here if You wish Us to commence provision of the Services immediately (before the end of the Cooling Off Period referred to in Clause 10 above).