HARCUS PARKER

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Our reference:
DJP/NPB/1223.2/OUR_REFERENCE

Email: asdaclaim@harcusparker.co.uk

CURRENT_DATE

CLIENT_FIRST_NAME CLIENT_SURNAME
CLIENT_ADDRESS

For the attention of: CLIENT_TITLE CLIENT_FIRST_NAME CLIENT_SURNAME

**By email only to: CLIENT_EMAIL**

**Strictly confidential**
**Subject to legal professional and litigation privilege**

Dear Sir/Madam

**Engagement letter – Asda Equal Pay Claim**

1. Thank you for instructing Harcus Parker to act for you in a claim against Asda Stores Limited ('**Asda**') (in this letter, '**Defendant**' means Asda and anybody else we advise you to sue in the same proceedings) in respect of your claim for equal pay.

2. I am writing to confirm our instructions and the basis on which we will act for you, the person to whom this letter is addressed. Unless otherwise agreed in a separate engagement letter, we are not advising or acting for any related persons or entities.

3. Before continuing, we ask you to note the confidentiality notice at the head of this letter. This letter is being made available to you because you have expressed an interest (and agreed to the questionnaire 'terms of use online') in the Asda Equal Pay Litigation. If, after reading this letter and its enclosures, you do not wish to instruct Harcus Parker, you should delete or destroy this letter and not pass it on to anybody.

4. The following documents are enclosed with this letter:

   4.1 Schedule 1 – Harcus Parker's Privacy Notice. This is at page .

   4.2 Schedule 2 – two Damages-Based Agreements ('**DBAs**') made between you and Harcus Parker. These documents govern how Harcus Parker will be paid in the event that your claims are successful. Depending upon whether your claim is issued in the High Court or the Employment Tribunal will determine which DBA terms are applicable (referred to hereon as '**the DBA**'). These agreements are at pages and 20.

   4.3 Schedule 3 – the Litigation Management Agreement ('**LMA**') made between you and Harcus Parker and every other Claimant. This is at page .

Harcus Parker Limited is a limited company registered in England and Wales with company number 11352441. Its registered office is at 80 Strand, London WC2R 0DT. Harcus Parker Limited is authorised and regulated by the Solicitors Regulation Authority (SRA ID number 653501). The word 'partner' is used to refer to directors of Harcus Parker Limited or employees of equivalent standing.

4.4 Schedule 4 – a glossary of defined terms which are used in this letter, the LMA, the DBA, and the Privacy Notice. This is at page . Except as otherwise provided, the defined terms outlined in the glossary are imported into this letter.

4.5 Schedule 5 – a copy of our standard terms and conditions of business. This is at page 41;

4.6 Schedule 6 – a letter of authority, which we will use to require the Defendant to provide us with the information we need to bring your claim. This is at page .

4.7 Schedule 7 – a copy of the answers which you provided in our online questionnaire. If you notice anything which may need to be corrected, please let us know. This is at page .

4.8 Schedule 8 – Notice of right to cancel, and cancellation form. This is at page .

5. This letter, together with its schedules, sets out the basis upon which we will act for you and form the contract between us. If there are any conflicting terms in this letter and its schedules or between the schedules, then the terms of the DBA should take precedence, followed by the LMA, followed by this engagement letter, followed by our standard terms.

Overview of the litigation

6. This section is a reminder of the claim we are bringing for you, and the Committee's role.

7. We understand that, in general, there are more women working at Asda in in-store jobs than there are men, and that warehouse and distribution jobs at Asda are more often done by men than by women, but they are better paid. The Equality Act 2010 provides for equal pay for equal work. It means if an employer employs a man and woman to do work of equal value, it must pay them the same. The law says that jobs can be different but still of equal value, so the job of a distribution worker may be of equal value to the job of an in-store customer assistant. We say that men and women doing those jobs should be paid the same.

8. Both men and women can join the claim. Women have a claim because Asda seems to be paying its mostly male warehouse workforce more than its mostly female customer assistant workforce for work of equal value. On the other hand, male customer assistants also have a claim, because if their female colleagues are successful in their claims, their salaries will increase and they will be entitled to back pay. This creates inequality between male and female customer assistants. So men working in customer assistant jobs can make 'piggy-back' claims, arguing everyone should be paid equally.

9. To claim, you must have worked at an Asda store in England, Scotland or Wales within the last six years.

10. There will be a necessary delay between the date you register and the date that we issue your claim. This is to allow time for the claims to be checked and processed. We cannot accept any responsibility for a drop in the value of your claim due to this delay.

11. If you are still working for Asda, or you left your job at Asda less than 6 months ago, we will bring your claim in the Employment Tribunal.

12. If you left you left your job at Asda more than 6 months ago, we will bring your claim at court. Court claims may take longer than Employment Tribunal claims and may not be issued as regularly. You accept that if your claim needs to be brought at Court there may be a delay which could mean the value of your claim drops, or you lose the opportunity to claim. It is also more

likely that the loser will have to pay the winner's costs. It is our job to protect you from this risk. We will do this by seeking insurance as appropriate (so the insurer pays Asda's costs if we lose, and not you).

13. Although your claim may be out of time for the Employment Tribunal, we will be acting for many people who are still in time and can bring their claims there. We will ask the court to wait until after the Employment Tribunal cases are decided to proceed with court claims. The outcome of the Employment Tribunal claims will determine the outcome of the court claims.

14. Claims against Asda are already proceeding by other claimants, represented by other law firms. We will endeavour to have your claim combined with those proceedings, and then stayed pending the outcome of the active cases. The outcome of the active cases may be binding upon some of the issues in your case. Having your case stayed may therefore bring about a positive account with a reduced amount of costs incurred by you compared to having to litigate your claim from the beginning. However, it may lead to a delay in your case while we await the outcome of the active cases, and we may be limited in respect of what documents and information we receive from the active cases.

15. If you decide to drop out of the claim early, depending on whether your claim is an employment tribunal or court claim, you may be required to pay your share of the legal fees (both ours and Asda's). You may also have to pay a share of both sides' legal fees if you behave unreasonably, for example by giving us false information.

16. My firm will only advise you about claims which arise from Asda's in-store workers being paid less than distribution workers. We will not advise you about other claims you may have against Asda (for example, for unfair dismissal or discrimination), or claims you may have against anyone else.

17. We expect the group to grow to many thousands of claimants. In these circumstances, it is impossible for us to take legal instructions from everyone individually. The role of the Committee is to take decisions and give instructions on your behalf. The Committee's duties will include overseeing the legal team, directing how the case should be run, and making decisions about settlement.

18. If the Committee accepts a settlement which binds all of the claimants, it may be difficult and expensive to weigh up everyone's claims on their own merits to decide how big everyone's share of the settlement pot should be. The LMA provides that the Committee may divide up the proceeds as they think best. If the Committee is unable to agree how to distribute the claim proceeds, the LMA says that they must refer the matter to be decided by a senior barrister or retired High Court Judge. The cost of distributing the claim proceeds will be paid from the claim proceeds.

19. As a claimant, you have duties both to my firm as your solicitors, and to the court. You must therefore respond promptly to requests for information and you should keep and not destroy any documents which might be relevant to the case.

20. The documents enclosed with this letter deal with the way in which your claim and the claims of the other claimants will be run. This includes: (1) how we will be paid for the work we do on your behalf; (2) how decisions are taken about the way the claims will be run; (3) how offers of settlement will be made, negotiated, and, if appropriate, accepted on your behalf; (4) and, in the event of a single sum of money being offered to the claimants, how this would be divided between them.

Your instructions to us

21. By agreeing to the terms of this letter and its enclosures you are:

21.1 instructing Harcus Parker to investigate whether a claim of the kind described in this letter can be brought on your behalf;

21.2 giving Harcus Parker the discretion to decide whether or not such a claim is viable. If our decision is that it is, then you authorise us to bring it; if it is not, then we will inform you of that decision;

21.3 acknowledging that your claim will be stayed pending the outcome of the active cases; and

21.4 acknowledging that you have a duty to the Court to provide information in relation to the claim which is accurate and true to the best of your knowledge and honest belief, and that one of the ways you do that is through Harcus Parker's online sign-up questionnaire; you are also acknowledging that, on the basis of the information you provide in the sign-up questionnaire, I am, or another partner at Harcus Parker is, authorised to sign a statement of truth on your behalf; and that proceedings for contempt of court may be brought against you if you make, or cause to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Our team, and the way we will be paid

22. I am a partner in the firm. I will lead the team dealing with your case and I will be responsible for its overall supervision.

23. I will involve other colleagues where that is appropriate, so that work is done at the right level of seniority and experience (and, therefore, cost). The team will include Nate Barber (Senior Associate) and members of our paralegal team.

24. We are proposing to act on the basis of a damages-based agreement (or '**DBA**') which is a kind of 'no-win, no-fee' arrangement under the terms of which you will pay a percentage of any compensation you receive to Harcus Parker. The DBA is enclosed at Schedule 2. It is important that you read it in full.

25. The effect of the DBA is that we will only charge you a percentage fee if your claim succeeds. Nonetheless, we also record the time we spend on the case because:

25.1 we will want to report to you (or to the Committee established to oversee the litigation) on the value of the work that we are doing for you;

25.2 we may be able to claim back a proportion of the cost of that work from the Defendant in the event that you win the claim;

25.3 the value of our time may be relevant if our DBA is terminated.

26. The value of our time is the number of hours of work undertaken by our lawyers multiplied by those lawyers' hourly rates. Secretaries and support staff are included within the firm's overheads but otherwise each member of the team has an hourly rate of charge, as follows:

26.1 for partners and senior qualified lawyers with eight years of post-qualification experience, £600 plus VAT per hour;

26.2 for qualified lawyers with over four years of post-qualification experience, £400 plus VAT per hour;

26.3 for other qualified lawyers, £300 plus VAT per hour;

26.4 for trainee solicitors, senior paralegals, paralegals, and other fee-earners, £200 plus VAT per hour.

27. We review our hourly rates periodically. Any changes to our rates will be notified to the committee appointed under the Litigation Management Agreement.

28. We expect that most claimants will be able to claim in the employment tribunal. As part of the employment tribunal DBA, you agree (amongst other matters and always subject to the terms of the DBA):

28.1 If you lose your claim, you will pay nothing for the time Harcus Parker has spent on the case. Harcus Parker will meet the costs of Disbursements on your behalf. Disbursements are costs for third party services, including barristers, experts, and electronic document review facilities.

28.2 If you win, we will deduct 24% (+VAT) of the money you recover as our fee. We will also charge you for Disbursements. We will give credit to you against this for any costs or disbursements which we recover from another party to the claim.

29. Different rules about costs apply in court, as I explain above in paragraph 12. If you require us to bring a court claim, we will include barristers' fees in our fee of 24% (+VAT) of the money you recover. All other Disbursements will be charged on top if you win (as with Employment Tribunal claims).

Disbursements

30. We will incur Disbursements on your behalf. They will be paid in the first instance on your behalf by Harcus Parker. You will be liable to pay your Proportionate Share of Disbursements if your claim succeeds. The terms 'Disbursements' and 'Proportionate Share' are both defined in the Glossary in Schedule 4.

31. We will incur smaller disbursements, such as courier fees, travel expenses or photocopying costs without first seeking your permission. Larger costs will be agreed with the Committee as appropriate.

Litigation Management Agreement ('**the LMA**')

32. Yours is one of a large number of similar claims. By sharing information and costs between the claims, we can achieve economies of scale and bring your claim less expensively than would otherwise be possible.

33. The LMA, at Schedule 3, is an agreement between you, us, and all the other Claimants. Amongst other things, you and the other Claimants agree with us and with each other that you are willing to share information (within your claim against the Defendant and with regard to other similar claims being conducting by Harcus Parker against other defendants) for your common benefit

and to assign certain management powers to the Committee, which will instruct us day-to-day and will make decisions about the running of the case on your behalf.

After the event insurance ('**ATE insurance**') and the risk of adverse costs

34. If a claimant in High Court litigation sues a defendant and loses, or if a claimant brings a claim but later withdraws it, the claimant is usually ordered to pay the defendant's costs (these are often known as 'adverse costs').

35. We will seek to mitigate that risk by arranging ATE insurance for the claims, which will pay out if the claims fail and the claimants are ordered to pay adverse costs. Through the LMA you delegate to the Committee the authority to approve and enter into ATE policies on your behalf.

36. We will not issue a High Court claim form, or a pre-action High Court application, unless a policy of ATE insurance is in place to protect you and us from the risk of adverse costs as per the above. You agree that, so far as possible, we should source ATE insurance on terms that at least some of the premium is deferred, so that it is paid only if the claim succeeds. If it is necessary to pay any upfront premiums, we or the funders will bear that cost in the first instance, and will only be repaid if the claims succeed.

37. Your Proportionate Share of any deferred premiums will be paid by you from your Claim Proceeds in addition to the Solicitors' Fee.

Disclosure

38. It is important that you act now to preserve copies of all of your paper and electronic documents that may be relevant to your case. That is because the Judge may, in due course, order you to provide the other side with all of the documents in your possession or control which are relevant to the case, regardless of whether or not they help your case or damage it. At this early stage, it will not always be obvious what documents are and are not relevant, so the prudent thing to do is to make sure that you keep everything relating to your employment with Asda.

39. I have set out below examples of the sort of documents you should hold onto. The lists are not exhaustive, and so if you are unsure whether a document is relevant it is better to keep it. Please do not send your documents to us. My team will contact you if and when we need them.

40. Examples of documents you should keep:

    40.1 your employment contract(s);

    40.2 any documents (including letters) amending/updating your contract of employment;

    40.3 letters from Asda and your union about the terms of your employment;

    40.4 pay slips;

    40.5 job / person specifications;

    40.6 company handbooks;

    40.7 company policies; and

    40.8 any documents which contain information about: pay; shift pay (e.g. nights; Sundays; bank holidays); overtime; sick pay; holiday pay; pay reviews and grading; entitlement to

breaks; bonus or share saving scheme; company discounts; pension; maternity / paternity / adoption pay; death in service scheme; compassionate leave (bereavement); jury service pay; place of work; working hours; notice period; probation; clothing; training; deductions that may be made from your pay; references; supervision / management; working for others.

Right to cancel with 14 days

41. You have the right to cancel this contract within 14 days of receipt without giving any reason. The cancellation period will expire after 14 days from the date of this letter. If you wish to exercise your right to cancel, you must inform us clearly, by post, fax or e-mail. You will meet the cancellation deadline if you send your communication before the period expires, even if we do not receive it until after the cancellation period has expired.

42. We are not permitted to carry out work for you before the end of the cancellation period unless you have made an express request that we should do so. By signing and returning this engagement letter, you confirm that you make an express request of us to begin work immediately and that we shall be entitled to charge you on the basis of this retainer for the time which we have spent and for any expenses which we have incurred on your behalf.

43. Subject to that, we will reimburse to you all payments received from you (if any) without undue delay and not later than 14 days after the date upon which we are informed about your decision to cancel this contract. Unless we agree otherwise, we will make the reimbursement using the same means of payment as you used to pay us. You will not incur any charges for the processing of the reimbursement.

Professional indemnity insurance and limitation of liability

44. The firm maintains professional indemnity insurance in accordance with the rules of the Solicitors Regulation Authority. Our compulsory layer of professional indemnity insurance is with Travelers Insurance Company Limited and Allianz Global Corporate & Speciality AG (as to 50% each). We will provide details of the cover on request.

To the extent permitted by law, our liability to you for any loss or damage that you may suffer will be limited to that proportion which is just and equitable having regard to the extent of your own responsibility and that of any other party who may also be liable to you. The Firm's total liability for any loss or costs incurred by you in relation to our work on your case, shall be limited to £5 million and subject always to the aggregate cap set out in section 13 of our terms and conditions for business. Please ensure that you have read that section carefully and let us know if you have any questions.

***45. Where we have agreed to act for more than one client in relation to a claim, this limit of liability applies to the total of all claims by all such clients and not separately to each client.***

Client due diligence

46. To confirm your identity, our normal practice is to run an online check against your name, address and date of birth. If that is unsuccessful, we may ask for further information to enable us to conduct another online check or we may ask you to produce documentation of your identity, such as a certified copy of your driving licence and a utility bill (or some other similar document which shows proof of address).

47. If it is possible and economical for us to do so, we may also decide to run an electronic check against your business in order to appropriately satisfy ourselves as to: i) the correct details of

the entity bringing the Claim; ii) your position in that entity; and iii) your ability to bind the entity and to agree to these documents on its behalf. We may seek further information from you in this regard in the future. For the avoidance of doubt, we are relying on the information you have given us in the online registration questionnaire, and Harcus Parker accepts no responsibility for checking the accuracy of that information.

Privacy

48. I enclose my firm's Privacy Notice at Schedule 1 to this letter. This document explains how we will collect and process your personal data, how we will use that data, and why. There is a tick-box on the signature page of this letter in which we ask you to confirm that you have read the Privacy Notice and, if you are an individual, give your consent to some of the processing of your data as set out in that notice.

If you have any questions or comments about this letter, or about our services or during the period for which we act for you, then please let me know.

I should grateful if you would please counter-sign and return to me the enclosed copy of this letter.

We are delighted to have the opportunity to work for you.

Yours faithfully



**.....**
**Damon Parker**

**For and on behalf of**
**Harcus Parker Limited**

I agree and accept the terms of this engagement letter and its schedules:

.....
**CLIENT_TITLE CLIENT_FIRST_NAME CLIENT_SURNAME**

Enclosures:

1. Schedule 1: Privacy Notice
2. Schedule 2: Damages Based Agreement
3. Schedule 3: Litigation Management Agreement
4. Schedule 4: Glossary of defined terms
5. Schedule 5: Our standard terms and conditions of business
6. Schedule 6: Letter of authority
7. Schedule 7: Schedule of Claimant Information
8. Schedule 8: Notice of right to cancel and cancellation form

TICK BOX FOR CONSUMER CLAIMS ONLY

☐ I have read the Privacy Notice annexed to this letter and, if an individual, I consent to the use of my personal data for the purposes specified in that Privacy Notice.

# SCHEDULE 1
# PRIVACY NOTICE

This privacy notice tells you how and why we collect and use your Personal Data in line with UK Data Protection Laws in the context of your case and otherwise.

Harcus Parker Limited, the Data Controller as defined below, collects and uses Personal Data about you when you engage with us in relation to your case, including when you navigate on our Website. The protection of Personal Data is important to us, and we want to comply with all legal obligations concerning data protection law. That is why we only process Personal Data that is necessary, with care and taking account of best practice security needs.

This privacy notice includes a glossary which defines all capitalised terms. For your understanding, please refer to the glossary when reading this notice. We may amend this privacy notice, via the Website, to reflect changes in the law or within our organisation. We recommend that you review the Website regularly to always know how we use your Personal Data.

**Who is responsible for the Processing of your Personal Data?**

We are responsible for Processing your Personal Data as you engage with us regarding your case, use our Website, subscribe to our newsletter or contact us directly. For clarity, Harcus Parker Limited is the Data Controller for the relevant Processing activities under UK Data Protection Laws.

**What Personal Data do we Process, why and on what basis?**

UK Data Protection Laws require that we provide information to you about the Personal Data that we Process, the reasons for using that Personal Data (the Purpose for Processing) and the grounds we rely on to do this (the Legal Basis for Processing).

We have summarised most of that information in the table below to make it easier to read and give you an overall view of the Processing operations we undertake. There may be other circumstances in which we will retain, disclose or Process your Personal Data in another way, for instance, because of specific legal obligations applicable to us.

For each of the purposes listed below, we may process any of the corresponding Personal Data and rely on any of the corresponding Legal Basis. Some of the Personal Data we collect or Legal Basis we rely on may appear more than once in the summary table below, this is because these may be relevant to several of the purposes listed.

| Purposes | Personal Data | Legal Basis |
|---|---|---|
| To administer our business effectively, and to prevent and detect fraud. | Identification information, such as your first name, last name, date of birth, form of identification (such as your passport).<br><br>Identity check information we may receive from credit rating agencies and/or from publicly accessible registers (such as Companies House or the Land Registry). | Our legitimate interest to manage our business affairs effectively (including to develop or improve our services and/or to manage our relationship with you).<br><br>Compliance with legal obligations applicable to us (such as our KYC obligations, or our obligations in the course of litigation or arbitration). |

| Purposes | Personal Data | Legal Basis |
|---|---|---|
| | Copies and summaries of all written exchanges with you and notes and records of conversations. | Our legitimate interest to protect our rights, and exercise or defend legal claims relevant to us. |
| To verify your identity (for instance, as part of our client verification procedure or if you want to exercise your Individual Rights). | Identification information, such as your first name, last name, date of birth, form of identification (such as your passport).<br><br>Identity check information we may receive from credit rating agencies and/or from publicly accessible registers (such as Companies House or the Land Registry). | The performance or conclusion of a contract to which you are a party.<br><br>Our legitimate interest to manage our business affairs effectively (including to develop or improve our services and/or to manage our relationship with you).<br><br>Compliance with legal obligations applicable to us (such as our KYC obligations, or our obligations in the course of litigation or arbitration). |
| To support the general conduct of your case and communicate with you in relation to your case. | Identification information, such as your first name, last name, date of birth, form of identification (such as your passport).<br><br>Contact information, such as your electronic and postal address, and/or your telephone number.<br><br>Your responses to our Questionnaire and other answers to any further queries related to it.<br><br>Verbatim or our summarised notes from written exchanges and/or conversations with you. | |
| To deliver marketing material to you. | Contact information, such as your electronic and postal address, and/or your telephone number.<br><br>Technical Personal Data such as IP addresses, log journals, browsing data and/or pseudonymous identifiers. | Your consent, though not strictly required under UK Data Protection Laws) to receiving communications concerning other claims we may already conduct or wish to explore.<br><br>Our legitimate interest to manage our business affairs effectively (including to develop or improve our |

| Purposes | Personal Data | Legal Basis |
|---|---|---|
| | | services and/or to manage our relationship with you). |
| To moderate and manage our Social Platform accounts. | Your user-generated content such as your username, verbatim posts, pictures or videos. | Our legitimate interest to manage our business affairs effectively (including to develop or improve our services and/or to manage our relationship with you). |
| To operate, manage and improve our IT systems, databases and/or Website. | Technical Personal Data such as IP addresses, log journals, browsing data and/or pseudonymous identifiers.<br><br>Any Personal Data concerning you hosted on our servers, or third-party servers used for our business purposes. | Our legitimate interest to operate our IT systems, databases and/or Website effectively. |
| To process your payments. | Payment information such as payment methods, payment card number, bank account references, records from third-party payment solutions. | The performance or conclusion of a contract to which you are a party.<br><br>Our legitimate interest to manage our business affairs effectively (including to develop or improve our services and/or to manage our relationship with you). |

The Personal Data we may Process about you will vary depending on the type of case or cases in respect of which you have instructed us to act. However, you will usually know what Personal Data we Process, either because we have disclosed that information to you in this privacy notice, or because we will ask you for additional information directly.

**How do we collect your Personal Data?**

We collect Personal Data directly from you when you contact us, subscribe to receive our newsletter, contact us or otherwise engage with us on our Website, on the phone or in another manner, to respond to our queries, ask questions, make suggestions or comments.

We may receive Personal Data concerning you from third parties, such as:

- Credit rating agencies, the Land Registry and/or Companies House, when we verify your identity;
- Marketing and communication partners and/or Social Platforms, when you engage with our questionnaires, Social Platform accounts, our Website or with certain third-party websites;
- Counsel, legal teams, experts and/or investigators involved in the case.

**With whom do we share your Personal Data?**

We may share your Personal Data with third parties such as:

- Counsel, other lawyers, legal or other experts instructed by us or otherwise involved in your case;
- Courts, arbitrators and/or other litigation institutions involved in your case;
- Our agents, advisers, accountants, auditors or other subcontractors;
- Our selected Website host and content management system;
- Operators and support teams who manage our IT systems, including our case management software, disclosure platforms and datarooms we may use in the conduct of our business affairs and/or of the case;
- Government bodies, law enforcement agencies and other public institutions.

**How long do we keep your Personal Data?**

We keep your Personal Data for as long as reasonably necessary for the purposes listed above in this privacy notice, or any additional purposes otherwise notified to you, and for at least seven years after the conclusion of your case.

**What Individual Rights do you have under UK Data Protection Laws?**

We want you to know the full extent of your Individual Rights under UK Data Protection Laws, so we have listed these rights in the table below. However, all rights do not necessarily apply to your relationship with us.

If you make a request to exercise your rights, we will let you know how we can help in your specific circumstances. Please note that we may ask you for proof of your identity to comply with any such request.

| Your rights | What it means |
|---|---|
| **Access** | You can ask for a copy of the Personal Data we hold about you or ask us why and how we Process your Personal Data. Most of this information is already in this privacy notice; however, we will complement that information where needed. |
| **Delete** | You can ask us to delete your Personal Data. However, we are not always able to comply with this type of requests. For instance, we cannot delete Personal Data that is necessary to comply with our legal obligations. |
| **Object to automated decision making** | You can ask us not to be subject to a decision based solely on automated Processing which produces legal effects or significantly impacts you in another way. We do not commonly use technology relevant to this right. |
| **Object to a processing operation** | Where we rely on our legitimate interests as a Legal Basis, you can object to a Processing operation of your Personal Data if you consider that that Processing is a violation of your fundamental rights. |
| **Portability** | You can ask us to provide your Personal Data to a third-party in a structured, commonly used, machine-readable format. This right is usually not relevant to the Processing operations we undertake. |
| **Rectify** | You can ask us to correct inaccurate records of your Personal Data (for instance, rectify your e-mail address). |

| | |
|---|---|
| **Restrict a processing** | In certain circumstances, you may ask us to continue to hold, but limit the way we Process your Personal Data. |

**How do we protect your Personal Data?**

We always strive to keep all information you provide to us confidential and secure and rely on industry-wide best practice security measures, implemented by us or our service providers for this purpose. Our commitment is to protect your Personal Data against unauthorised or unlawful Processing, and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

**Do we Process your data outside of the UK?**

Unless we tell you otherwise, we will only share Personal Data outside the UK where (i) the destination country benefits from an adequacy decision allowing it to receive that Personal Data; or (ii) where we have a transfer mechanism in place to ensure your Personal Data is protected in the country of destination.

**How can you contact us or raise a complaint?**

If you have any question or request related to the way we Process your Personal Data, you can contact us at privacy@harcusparker.co.uk.

If you remain unsatisfied with our response, you are entitled to complain to the Information Commissioner's Office. Their helpline is open from 9am to 5pm Monday to Friday at 0303 123 1113. Alternatively, you can contact them by email to icocasework@ico.org.uk or by post at:

Information Commissioner's Office (ICO)
Wycliffe House Water Lane Wilmslow
Cheshire SK9 5AF3

Please note that a number of the terms used in this Privacy Notice are explained more fully in the Glossary at Schedule 4 on page 37.

# SCHEDULE 2
# EMPLOYMENT MATTER DAMAGES-BASED AGREEMENT

**1 Date**

The date of this agreement is the date upon which you accept its terms.

**2 The parties**

This is an agreement made between:

(1) You; and

(2) Harcus Parker.

**3 Background**

(A) You are entering into this agreement in order to bring a claim against the Defendants (and/or Other Defendant against whom you are advised to pursue a related claim) for equal pay.

(B) You are one of a number Claimants who have instructed Harcus Parker to bring claims similar to yours. Harcus Parker will manage your Claim as part of the Proceedings, as set out the Litigation Management Agreement ('LMA').

(C) It is possible that the Defendant will offer to settle the Proceedings for a single global amount. In that event, the LMA will govern the split of Overall Claim Proceeds and the amount of your Claim Proceeds.

(D) This agreement is enclosed with and should be read alongside Harcus Parker's engagement letter, along with the LMA, and a glossary of defined terms. The definitions contained within the glossary are adopted and incorporated into this agreement.

(E) You have either taken independent legal advice in relation to the arrangements set out in this agreement or you are content to proceed without independent legal advice.

**4 This agreement**

4.1 This is a Damages Based Agreement ('DBA') which is made under section 58AA(3) of the Courts and Legal Services Act 1990 and the DBA Regulations 2013 ('the DBA Regulations 2013'). It is in relation to an "employment matter" as defined in Section 58AA(10) of the 1990 Act and Regulation 1(2) of the DBA Regulations 2013 as it is related to a matter which is or could become the subject of proceedings before an Employment Tribunal.

4.2 The claim to which this agreement relates is the Claim.

4.3 This agreement covers:

i) all of the work done by Harcus Parker in respect of the Claim from the start of your claim against the Defendant, whether done before or after the date of this DBA; and

ii) any appeal proceedings which may be brought by you or by the Defendant (or any other party to the Claim).

4.4 This agreement does not cover any counterclaim which might be made against you by the Defendant.

4.5 As this is a DBA in an employment matter, the definition of Disbursements in this DBA includes any barristers' fees.

**5 What happens if you Win?**

5.1 If you Win, you will pay:

i) subject to clause 5.4, the Solicitors' Fee; plus

ii) your Proportionate Share of the Disbursements.

5.2 The Solicitors' Fee is calculated before the payment by you of tax (if any) on the amount awarded.

5.3 The Solicitors' Fee cannot in any circumstances exceed 35% (including VAT) of the Claim Proceeds.

5.4 If you Win, then while the default position is that the Defendants will not be ordered to pay your costs and/or Disbursements, in some unusual circumstances the Defendants may be ordered to be liable to pay all or some of your costs and Disbursements, but in such circumstances, your costs and Disbursements might be ordered to be subject to assessment by a county court in accordance with CPR rule 44 on the basis primarily or exclusively of a reasonable number of hours spent by Harcus Parker multiplied by reasonable hourly rates (hereafter "Basic Charges"), rather than as a percentage of the Claim Proceeds as provided for in this DBA. In addition, you cannot recover from the Defendants more than the total amount payable by you to us under this DBA, whether pursuant to CPR rule 44.18 or otherwise.

**6 What happens if you lose?**

6.1 If your Claim ends without a Win then, subject to clause 6.2:

i) you will remain liable for your Proportionate Share of the Disbursements, but Harcus Parker will indemnify these for you and, in the first instance, agrees to pay these on your behalf; and

ii) save in respect of clause 6.1(i) immediately above, you will not be required to pay anything to Harcus Parker.

6.2 For the avoidance of doubt, if you or we terminate this agreement in accordance with clause 10 (or otherwise in accordance with the general law) and your claim ends without a Win, Harcus Parker may, at its absolute discretion, choose to waive the indemnity given in sub-clause 6.1(i).

**7 Disbursements**

7.1 By entering into the LMA, you authorise the Committee to authorise Harcus Parker to incur Disbursements on your behalf. You agree that Harcus Parker shall arrange for the Disbursements to be paid on your behalf but you shall remain liable to pay the Disbursements subject to the terms of this DBA.

7.2 We estimate that the Disbursements in the Claims as a whole across the claimants for whom the Solicitors act against the Defendant will come to £2 million in total, should your claim be stayed. You will only be liable to pay your proportionate share, depending on the number and amounts of other claims where the Solicitors act. Should our Clients' claims need to be actively litigated, we estimate that the Disbursements could increase to £6 million in total. These fees are best estimates that the Solicitors can give at this time, but are subject to change as the claims proceed and the Solicitors will make their best endeavours to keep you updated in relation to any changes in the estimate for the Disbursements. You may be liable for a Proportionate Share of the Disbursements if you withdraw from the Claim early without winning or losing (as set our fully below) or if the Solicitors cannot enforce their agreement with you to pay them a proportion of your damages.

**8 Calculation of the Solicitors' Fee**

The Solicitors' Fee has been set at 24% plus VAT (inclusive of VAT at the current rate of 20% equates to a Solicitors Fee of 28.8%) of the Claim Proceeds. Our reasons for setting the Solicitors' Fee at this level include :

8.1 If your Claim does not succeed, Harcus Parker will not receive the Solicitors' Fee. It is taking a significant risk in agreeing to undertake your Claim pursuant to a DBA.

8.2 Harcus Parker has obtained or will obtain third party litigation funding to cover some of the costs of bringing the Proceedings. Such funding is on terms which require the funder to be repaid by Harcus Parker a multiple of its invested capital out of the Solicitors' Fee, on success.

8.3 Harcus Parker is likely to undertake work for a long period without payment from you.

8.4 Harcus Parker has incurred significant costs and expenses prior to your entering into this agreement, at the risk of the Proceedings proving impossible to bring.

8.5 There is a risk that interim or final decisions of the Court may be appealed, which would cause further delay and uncertainty as to the ultimate outcome of the Proceedings.

**9 Invoicing at the conclusion of the case**

9.1 In the event that the Solicitors' Fee becomes payable, Harcus Parker shall raise an invoice to you, care of the Committee who shall have authority to approve it on your behalf. The invoice shall set out a computation of the payment due and shall identify the relevant VAT sum which shall be paid to Harcus Parker. The invoice shall separately set out the Disbursements payable.

9.2 Such fees as are payable by you will be paid to Harcus Parker within 30 days of the date of invoicing.

9.3 In the event that the Solicitors' Fee becomes payable, you agree to use your best endeavours to procure that the Claim Proceeds (or, if more practicable, the Solicitors' Fee only together with the Disbursements) shall be paid directly into Harcus Parker's client account and distributed in accordance with this agreement and the LMA.

9.4 You agree to assist Harcus Parker to recover any money due to you in connection with the Claim, including by permitting Harcus Parker to take action in your name to enforce any order or agreement.

**10 Termination**

10.1 It is Harcus Parker's intention to reach a successful conclusion of your Claim either before the Court or through settlement. However, there are circumstances in which either you or Harcus Parker may wish to end this agreement before then.

10.2 Subject to clause 6.2, you may terminate this agreement at any time (save that you may not terminate it after a settlement of your claim has been agreed or any later than seven days before the start of the tribunal hearing to determine your claim) by emailing asdaclaim@harcusparker.co.uk and giving 14 days' notice of your intention to terminate the DBA, provided that, if your claim is or may be brought in the Employment Tribunal, you do not do so after any settlement has been agreed or in seven days before the hearing in the Employment Tribunal.

10.3 Harcus Parker can end this agreement if you have behaved or are behaving unreasonably, such as:

i) for example:

(1) failing to give Harcus Parker clear or timely instructions, so that they consider that they cannot do their work properly;

(2) breaching any obligations under this DBA or under the LMA; or

(3) misleading Harcus Parker;

ii) you become an Obstructive Claimant;

iii) Harcus Parker discovers that you have instructed another law firm to prosecute the Claim on your behalf; or if

iv) it would breach Harcus Parker's professional obligations to continue to act for you because of your unreasonable behaviour.

10.4 In the event of Harcus Parker terminating this agreement pursuant to clause 10.3, Harcus Parker shall explain in full its reasons for ending the agreement.

10.5 In circumstances of termination other than where you achieve a Win, you will be liable just for your Proportionate Share of Disbursements in accordance with clause 6.1 above and nothing else. In these circumstances, clause 6.2 will apply.

10.6 In circumstances of termination where you have achieved or go on to achieve a Win, you will be liable for your share of the Solicitors' Basic Charges and Disbursements. In those circumstances, Harcus Parker has an absolute discretion to charge you a lesser sum in respect of the Solicitors' Basic Charges. In considering whether to do so, and, if so, how much lesser a sum, Harcus Parker may take account of all the relevant circumstances, which may include such matters as:

i) the expense and time incurred by Harcus Parker on your behalf in bringing the Claim, and the stage of the Proceedings at which the agreement was terminated;

ii) the value of your Claim, and the proportion of the Proceedings made up by your Claim; and

iii) your reasons for terminating this agreement, and in particular whether your motivation for doing so was in whole or in part to seek to frustrate the payment of the Solicitors' Fee,

but you will remain liable for the Solicitors' Basic Charges and Disbursements in full after you achieve a Win unless and until Harcus Parker decides in its absolute discretion that some lesser sum shall be due in respect of the Solicitors' Basic Charges.

**11 Transfer to a new law firm**

11.1 Harcus Parker may notify you, using the email address which you provided to Harcus Parker in the course of engaging it to act for you, that your Claim will henceforth be carried on by a different firm to Harcus Parker which will:

i) act for you on the same basis as Harcus Parker and under the terms of this agreement as applied to the successor firm instead of Harcus Parker and, subject to that, this DBA would continue with the successor firm in place of Harcus Parker and would not be terminated within clause 10 above or at all;

ii) be authorised to carry on legal services and carry the appropriate insurance.

11.2 You authorise Harcus Parker or the Committee to enter into a novation agreement on your behalf and as your agent in favour of the new firm, subject to clause 11.1 above.

11.3 In that event, subject to clause 11.1 above and to any further agreement between the parties, that the terms of the DBA shall continue apply as between your and Harcus Parker up to the date that the successor practice take over, and the DBA with the new firm shall apply from that date onwards.

11.4 Should such a transfer occur, Harcus Parker may, at its absolute discretion, transfer any or all of its rights under this DBA (including, for the avoidance of doubt, its rights to receive the Solicitor's Fee and Disbursements) to a third party.

**12 Authority of Committee to enter new DBA on Claimants' behalf**

It is expressly anticipated, and you hereby authorise the Committee to act as your agent for the purpose of, entering into a replacement DBA (a '**Replacement DBA**') in the event that:

i) the DBA Regulations 2013 are amended or replaced; or

ii) Harcus Parker notifies the Committee that the carriage of the Claim is to be transferred into a new practice,

provided that any Replacement DBA should be on terms no less favourable to you than this agreement and should so far as possible have retrospective effect to the dates covered by this DBA.

**13 Claimants' understanding of Harcus Parker's reliance**

If any part of this agreement should prove to be invalid or unenforceable, the parties shall negotiate in good faith to give effect to the intentions of the parties in entering this agreement.

**14 No liability of Harcus Parker for Adverse Costs**

Subject to the court's jurisdiction to award costs against Harcus Parker under the wasted costs jurisdiction or otherwise under Section 51 of the Senior Courts Costs Act 1981, the Claimants agree to use their best endeavours not to do any act so as to cause Harcus Parker to become liable for the costs of any opponent in the Claim.

**15 Severability**

If any of the provisions of this Agreement are found by a court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

**16 Governing Law and Jurisdiction**

16.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

16.2 Any dispute arising out of or in connection with this agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of the arbitration shall be London.

**17 Information provided to you in advance**

17.1 You acknowledge that the Solicitors have advised you:

i) that there is a free dispute resolution service provided by the Advisory, Conciliation and Arbitration service ('ACAS');

ii) that there may be alternative means of financing the claim you wish to pursue (you may have legal expenses insurance under your home insurance; you may be eligible for free or cheaper advice from organisations such as the Citizen's Advice Bureau, or from your trade union. The Solicitors cannot know if these apply to you, but you may wish to investigate them. If you wish to use before-the-event insurance to pay for your claim, you should seek alternative legal representation as it is impractical for the Solicitors to act for you in the circumstances);

iii) that the Solicitors believe that advice and/or financing is unavailable from the Community Legal Service for this claim;

iv) Disbursements become payable by you as and when they are incurred, but these will in the first instance be funded on your behalf;

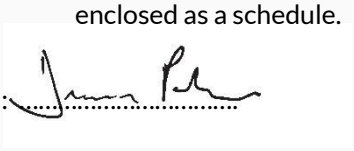
v) the circumstances in which you may seek a review of the Solicitors' costs and expenses and the procedure for doing so: both you and the Committee are entitled to object to a bill by making a complaint to the Solicitors in the first instance. If for any reason at the conclusion of the firm's complaints process you are not satisfied with the outcome then you can involve the Legal Ombudsman, who can be contacted at enquiries@legalombudsman.org.uk or by telephone on 0300 555 0333. You may also have a right to apply to the Court (by issuing a claim form) for a review of the costs and Disbursements you are being charged by means of an assessment of a bill under Part III of the Solicitors' Act 1974. You should refer to the Solicitors' Terms of Business for more information.

17.2 You acknowledge that the Solicitors have confirmed that they will provide any further explanation, advice or information about any of these matters that you require.

## 18 Execution

18.1 In making this DBA available for signature, Harcus Parker has given their agreement to its terms. In addition, Harcus Parker will execute a single copy of this agreement and such execution shall be evidence of Harcus Parker's agreement with every Claimant who agrees to this agreement.

18.2 You confirm your irrevocable agreement to the terms of this agreement by giving your electronic consent to it and/or by signing the engagement letter to which this agreement is enclosed as a schedule.

Signed:

For an on behalf of Harcus Parker Limited

# HIGH COURT MATTER DAMAGES-BASED AGREEMENT

**1 Date**

The date of this agreement is the date upon which you accept its terms.

**2 The parties**

This is an agreement made between:

(1) You; and

(2) Harcus Parker.

**3 Background**

(F) You are entering into this agreement in order to bring a claim against the Defendants (and/or Other Defendant against whom you are advised to pursue a related claim) for equal pay.

(G) You are one of a number Claimants who have instructed Harcus Parker to bring claims similar to yours. Harcus Parker will manage your Claim as part of the Proceedings, as set out the Litigation Management Agreement ('LMA').

(H) It is possible that the Defendant will offer to settle the Proceedings for a single global amount. In that event, the LMA will govern the split of Overall Claim Proceeds and the amount of your Claim Proceeds.

(I) This agreement is enclosed with and should be read alongside Harcus Parker's engagement letter, along with the LMA, and a glossary of defined terms. The definitions contained within the glossary are adopted and incorporated into this agreement.

(J) You have either taken independent legal advice in relation to the arrangements set out in this agreement or you are content to proceed without independent legal advice.

**4 This agreement**

4.1 This is a Damages Based Agreement ('DBA') which is made under section 58AA(3) of the Courts and Legal Services Act 1990 and the DBA Regulations 2013.

4.2 The claim to which this agreement relates is the Claim.

4.3 This agreement covers:

i) all of the work done by Harcus Parker in respect of the Claim from the start of your claim against the Defendant; and

ii) any appeal proceedings which may be brought by you or by the Defendant (or any other party to the Claim).

4.4 This agreement does not cover any counterclaim which might be made against you by the Defendant.

4.5 As this is a DBA not in relation to an "employment matter" (as defined in Section 58AA(10) of the 1990 Act and Regulation 1(2) of the DBA Regulations 2013), the definition of Disbursements in this DBA does not include any counsel's fees incurred, and so any counsel's fees which are incurred are payable as part of (and included in) the Solicitors' Fee and not as a Disbursement.

**5 What happens if you Win?**

5.1 If you Win, you will pay:

i) subject to clause 5.4, the Solicitors' Fee; plus

ii) your Proportionate Share of the Disbursements.

5.2 The Solicitors' Fee is calculated before the payment by you of tax (if any) on the amount awarded.

5.3 The Solicitors' Fee payable by you shall in all circumstances be net of:

i) any costs (including fixed costs under Part 45 of the Civil Procedure Rules 1998); and

ii) any sum in respect of barristers' fees incurred by Harcus Parker,

that have been paid or are payable by another party to the proceedings by agreement or order.

5.4 The Solicitors' Fee cannot in any circumstances exceed 50% (including VAT) of the Claim Proceeds.

5.5 Your liability for Disbursements incurred by Harcus Parker shall in all circumstances be net of any amount of Disbursements which have been paid or are payable by another party to the proceedings by agreement or order.

5.6 If you Win, then in ordinary circumstances the Defendants will be liable to pay all or some of your costs and Disbursements, but in such circumstances, your costs will be subject to assessment by the court in accordance with CPR rule 44.3 on the basis primarily or exclusively of a reasonable number of hours multiplied by reasonable hourly rates, rather than as a percentage of the Claim Proceeds as provided for in this DBA. In addition, you cannot recover from the Defendants more than the total amount payable by you to us under this DBA, pursuant to CPR rule 44.18.

**6 What happens if you lose?**

6.1 If your Claim ends without a Win then, subject to clause 6.2:

i) you will remain liable for your Proportionate Share of the Disbursements, but Harcus Parker will indemnify these for you and, in the first instance, agrees to pay these on your behalf; and

ii) save in respect of clause 6.1(i) immediately above, you will not be required to pay anything to Harcus Parker.

6.2 For the avoidance of doubt, if you or we terminate this agreement in accordance with clause 10 (or otherwise in accordance with the general law) and your claim ends without a Win, Harcus Parker may, at its absolute discretion, choose to waive the indemnity given in sub-clause 6.1(i).

**7 Disbursements**

By entering into the LMA, you authorise the Committee to authorise Harcus Parker to incur Disbursements on your behalf. You agree that Harcus Parker shall arrange for the Disbursements to be paid on your behalf but you shall remain liable to pay the Disbursements subject to the terms of this DBA.

**8 Calculation of the Solicitors' Fee**

The Solicitors' Fee has been set at 24% plus VAT (inclusive of VAT at the current rate of 20% equates to a Solicitors Fee of 28.8%) of the Claim Proceeds. Our reasons for setting the Solicitors' Fee at this level include :

8.1 If your Claim does not succeed, Harcus Parker will not receive the Solicitors' Fee. It is taking a significant risk in agreeing to undertake your Claim pursuant to a DBA.

8.2 Harcus Parker has obtained or will obtain third party litigation funding to cover some of the costs of bringing the Proceedings. Such funding is on terms which require the funder to be repaid by Harcus Parker a multiple of its invested capital out of the Solicitors' Fee, on success.

8.3 Harcus Parker is likely to undertake work for a long period without payment from you.

8.4 Any barristers' fees are payable out of the Solicitors' Fee thereby reducing the amount that Harcus Parker will recover in the event of a Win.

8.5 Harcus Parker has incurred significant costs and expenses prior to your entering into this agreement, at the risk of the Proceedings proving impossible to bring.

8.6 There is a risk that interim or final decisions of the Court may be appealed, which would cause further delay and uncertainty as to the ultimate outcome of the Proceedings.

**9 Invoicing at the conclusion of the case**

9.1 In the event that the Solicitors' Fee becomes payable, Harcus Parker shall raise an invoice to you, care of the Committee who shall have authority to approve it on your behalf. The invoice shall set out a computation of the payment due and shall identify the relevant VAT sum which shall be paid to Harcus Parker. The invoice shall separately set out the Disbursements payable.

9.2 Such fees as are payable by you will be paid to Harcus Parker within 30 days of the date of invoicing.

9.3 In the event that the Solicitors' Fee becomes payable, you agree to use your best endeavours to procure that the Claim Proceeds (or, if more practicable, the Solicitors' Fee only together with the Disbursements) shall be paid directly into Harcus Parker's client account and distributed in accordance with this agreement and the LMA.

9.4 You agree to assist Harcus Parker to recover any money due to you in connection with the Claim, including by permitting Harcus Parker to take action in your name to enforce any order or agreement.

**10 Termination**

10.1 It is Harcus Parker's intention to reach a successful conclusion of your Claim either before the Court or through settlement. However, there are circumstances in which either you or Harcus Parker may wish to end this agreement before then.

10.2 Subject to clause 6.2, you may terminate this agreement at any time by emailing asdaclaim@harcusparker.co.uk and giving 14 days' notice of your intention to terminate the DBA.

10.3 Harcus Parker can end this agreement if:

i) you act unreasonably by, for example:

(1) failing to give Harcus Parker clear or timely instructions, so that they consider that they cannot do their work properly;

(2) breaching any obligations under this DBA or under the LMA; or

(3) misleading Harcus Parker;

ii) you become an Obstructive Claimant;

iii) Harcus Parker discovers that you have instructed another law firm to prosecute the Claim on your behalf;

iv) it would breach Harcus Parker's professional obligations to continue to act for you;

v) ordered to do so by a Court;

vi) Harcus Parker come to the view that you are unlikely to win and/or should withdraw the Claim or the value of the Claim does not make it worthwhile for Harcus Parker to pursue the claim; or if

vii) Harcus Parker fails successfully to obtain third-party funding for the continued pursuit of the Claim.

10.4 In the event of Harcus Parker terminating this agreement pursuant to clause 10.3, Harcus Parker shall explain in full its reasons for ending the agreement.

10.5 In circumstances of termination other than where you achieve a Win, you will be liable just for your Proportionate Share of Disbursements in accordance with clause 6.1 above and nothing else. In these circumstances, clause 6.2 will apply.

10.6 In circumstances of termination where you have achieved or go on to achieve a Win, you will remain liable for the Solicitors' Fee and Disbursements. In those circumstances, Harcus Parker has an absolute discretion to charge you a lesser sum in respect of the

Solicitors' Fee. In considering whether to do so, and, if so, how much lesser a sum, Harcus Parker may take account of all the relevant circumstances, which may include such matters as:

i) the expense and time incurred by Harcus Parker on your behalf in bringing the Claim, and the stage of the Proceedings at which the agreement was terminated;

ii) the value of your Claim, and the proportion of the Proceedings made up by your Claim; and

iii) your reasons for terminating this agreement, and in particular whether your motivation for doing so was in whole or in part to seek to frustrate the payment of the Solicitors' Fee,

but you will remain liable for the Solicitors' Fee in full after you achieve a Win unless and until Harcus Parker decides in its absolute discretion that some lesser sum shall be due in respect of the Solicitors' Fee.

**11 Transfer to a new law firm**

11.1 Harcus Parker may notify you, using the email address which you provided to Harcus Parker in the course of engaging it to act for you, that your Claim will henceforth be carried on by a different firm to Harcus Parker which will:

i) act for you on the same basis as Harcus Parker and under the terms of this agreement as applied to the successor firm instead of Harcus Parker and, subject to that, this DBA would continue with the successor firm in place of Harcus Parker and would not be terminated within clause 10 above or at all;

ii) be authorised to carry on legal services and carry the appropriate insurance.

11.2 You authorise Harcus Parker or the Committee to enter into a novation agreement on your behalf and as your agent in favour of the new firm, subject to clause 11.1 above.

11.3 In that event, subject to clause 11.1 above and to any further agreement between the parties, that the terms of the DBA shall continue apply as between your and Harcus Parker up to the date that the successor practice take over, and the DBA with the new firm shall apply from that date onwards.

11.4 Should such a transfer occur, Harcus Parker may, at its absolute discretion, transfer any or all of its rights under this DBA (including, for the avoidance of doubt, its rights to receive the Solicitor's Fee and Disbursements) to a third party.

**12 Authority of Committee to enter new DBA on Claimants' behalf**

It is expressly anticipated, and you hereby authorise the Committee to act as your agent for the purpose of, entering into a replacement DBA (a '**Replacement DBA**') in the event that:

i) the DBA Regulations 2013 are amended or replaced; or

ii) Harcus Parker notifies the Committee that the carriage of the Claim is to be transferred into a new practice,

provided that any Replacement DBA should be on terms no less favourable to you than this agreement and should so far as possible have retrospective effect to the dates covered by this DBA.

**13 Claimants' understanding of Harcus Parker's reliance**

If any part of this agreement should prove to be invalid or unenforceable, the parties shall negotiate in good faith to give effect to the intentions of the parties in entering this agreement.

**14 No liability of Harcus Parker for Adverse Costs**

Subject to the court's jurisdiction to award costs against Harcus Parker under the wasted costs jurisdiction or otherwise under Section 51 of the Senior Courts Costs Act 1981, the Claimants agree to use their best endeavours not to do any act so as to cause Harcus Parker to become liable for the costs of any opponent in the Claim.

**15 Severability**

If any of the provisions of this Agreement are found by a court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

**16 Governing Law and Jurisdiction**

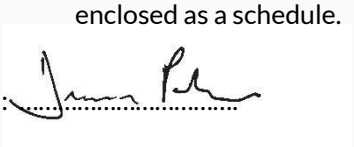
16.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

16.2 Any dispute arising out of or in connection with this agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of the arbitration shall be London.

**17 Execution**

17.1 In making this DBA available for signature, Harcus Parker has given their agreement to its terms. In addition, Harcus Parker will execute a single copy of this agreement and such execution shall be evidence of Harcus Parker's agreement with every Claimant who agrees to this agreement.

17.2 You confirm your irrevocable agreement to the terms of this agreement by giving your electronic consent to it and/or by signing the engagement letter to which this agreement is enclosed as a schedule.

Signed:

For an on behalf of Harcus Parker Limited

# SCHEDULE 3
# LITIGATION MANAGEMENT AGREEMENT

**1 Date**

The date of this agreement is the date upon which you accept its terms.

**2 Parties**

This is an agreement made between:

(1) You;

(2) Harcus Parker; and

(3) all of the other Claimants.

**3 Background**

(A) You and the other Claimants are entering into this agreement in order to bring your Claims as part of the Proceedings. This document sets out the agreement between you, Harcus Parker and the other Claimants about how the Proceedings will be managed.

(B) Some of the Claimants will bring claims in the Employment Tribunal, and therefore the relevant retainer will be the Employment Matters DBA. Some of the Claimants will bring claims in the High Court, and therefore the relevant retainer will be the High Court DBA. Pursuant to the DBA Regulations, counsel's fees for work done in an employment case may fall outside the Solicitors' Fee.

(C) By this agreement, you (and the other Claimants):

a. confirm that you understand what your Claim is about;

b. confirm that you understand that by bringing your Claim you take on obligations to the Court;

c. confirm that you appreciate that the Claim may involve some risk;

d. authorise Harcus Parker to issue a claim form on your behalf, and authorise Damon Parker of Harcus Parker, or another Partner at Harcus Parker, to sign statements of truth on your behalf based on the information you provide to us through our online questionnaire (and in doing so you recognise and acknowledge that making or causing somebody to make a false statement in a document verified by a statement of truth could give rise to proceedings for contempt of court); and

e. irrevocably agree to appoint the Committee to take certain decisions on your behalf. These are described below at clause 11 and include how the Proceedings are to be grouped and managed.

(D) You and each of the Claimants have also entered DBAs with Harcus Parker in respect of your Claims. The DBAs set out the way in which Harcus Parker will be paid for work done on the Claims.

(E) Harcus Parker also acts for a number of individuals who have similar claims against other defendants. There are likely to be issues which are common both to the Proceedings and to these claims, and through this agreement you give Harcus Parker the discretion to seek to run any such common elements in the most efficient way possible, which may include by seeking to have the sets of proceedings managed jointly.

(F) It is likely that others will wish to make claims similar to yours but will instruct solicitors other than Harcus Parker to do so. Through this agreement you give Harcus Parker the discretion to seek to agree that these related claims should be managed with the Claims.

(G) This agreement is enclosed with and should be read alongside Harcus Parker's engagement letter, along with the DBA, and a glossary of defined terms. The definitions contained within the glossary are adopted and incorporated into this agreement.

(H) You have either taken independent legal advice in relation to the arrangements set out in this agreement or you are content to proceed without such advice.

**4 General Matters**

4.1. You and each of the other Claimants recognise and agree that:

(a) By executing this agreement and its associated documents, you are instructing Harcus Parker to investigate whether a Claim can be brought on your behalf. You give Harcus Parker the discretion to decide whether or not any such Claim is viable and agree that if in Harcus Parker's discretion it is not viable, then Harcus Parker has no duty or obligation to seek to bring it.

(b) A partial completion of the registration process may not result in you becoming a Claimant. Once you have clicked to accept the terms of this agreement (and the DBA and other associated agreements) you will receive an email confirming your instructions. You will then need to continue your registration and provide Harcus Parker with sufficient information to issue a Claim on your behalf;

(c) You are responsible for:

(i) the accuracy of the information you supply to Harcus Parker; and

(ii) the consequences of its being inaccurate.

(d) Harcus Parker has no duty to the Claimants to check the accuracy of the information supplied.

(e) You will each act in good faith in applying this agreement in accordance with the common objective of managing and pursuing the Claims to obtain maximum possible damages overall and to share costs liabilities in accordance with the principles set out in this agreement.

(f) You are joining a group of Claimants who are collectively pursuing Claims that are suitable to be run collectively. In doing so, you gain the advantages of economies of scale and access to funding, but you are not being advised on whether you have alternative causes of action other than those being brought collectively through the Proceedings; nor are you being advised on the possibility of you being able to bring different claims against other defendants.

(g) You will respond promptly to communications from the Committee and Harcus Parker, and will provide all possible assistance to Harcus Parker in connection with the Claim, including as to:

(i) the signing of any letters of authority;

(ii) the disclosure of documents and data; and

(iii) the drafting of witness statements,

and that if you do not, you will damage your Claim and the Claims of your fellow Claimants. Because of the importance to all of the Claimants of cooperation, if you become an Obstructive Claimant, Harcus Parker may ask the Committee to instruct them to take steps formally to discontinue your Claim, and you and all other Claimants accept that if you or they become an Obstructive Claimant, the authority you and they have given to the Committee will extend to the Committee being empowered to require an Obstructive Claimant's Claim to be discontinued.

(h) You will keep this agreement and its terms confidential unless required by the court to disclose it in the Proceedings or for the purpose of determining a dispute pursuant to clause 12.4.

4.2. All Notices shall be in writing and shall be transmitted by email in a form generating a record copy to the party being served at their usual place of residence or place of business. Any Notice sent by electronic means shall be deemed to have been duly served at the time of transmission (if transmitted before 4.30pm on a business day and if not so transmitted then at 9am on the next business day after which the transmission as made).

4.3. This agreement takes effect subject to the terms of each individual Claimant's DBA, and, if there is any conflict between a term or terms in this agreement and that in the DBA, the DBA shall take precedence. Further, if and to the extent that any provision in this agreement causes a Claimant's DBA to be invalid or unenforceable, that provision of this agreement will be deemed to be deleted from this agreement and shall not take effect.

**5 Agreement to work together**

5.1. You and the other Claimants may have different complaints to bring against the Defendant(s), but you agree that you have a common interest in bringing your Claims together. By executing this agreement, you and every other Claimant warrant that you have no interest which is adverse to the success of the Proceedings.

5.2. The Claimants' common interest is in attempting to secure the largest possible sum from the Defendant(s). This could be as a result of the court awarding a sum of compensation or as a result of the Defendant(s) to your Claim making you an offer of settlement which is accepted on your behalf by the Committee.

5.3. You appreciate that if the Proceedings result in a successful judgment at trial, the court may order that some Claimants are compensated in a different way from others because of their individual circumstances.

5.4. You understand that circumstances may arise in which it would be expedient not to take detailed account of the individual issues of each Claimant's case in the allocation of the Overall Claim Proceeds to Claimants because it would otherwise be very expensive and burdensome to work out a fair division.

**6 Sharing of information, confidentiality and legal professional privilege**

6.1. You and the other Claimants agree that:

(a) The duty of confidentiality owed to each of you individually by Harcus Parker in respect of:

(i) the facts of your individual Claims disclosed to Harcus Parker by the Claimant or by any other party in or third party to the Proceedings; and

(ii) any documents produced by you or to you through disclosure,

shall be waived as against your fellow Claimants and the Committee in so far as Harcus Parker considers it necessary or helpful to compare the facts of individual Claims for the purposes of advising on and conducting the common aspects of the Proceedings. The Claimants' Confidential Information will be shared on terms of confidentiality and without any waiver of privilege.

(b) You will disclose the facts and terms of any offer to settle made to you to Harcus Parker and to any other Claimant and to the Committee.

(c) If Harcus Parker considers it to be necessary or helpful, Harcus Parker may use information or documents derived from one Claimant's individual Claim in any other Claimant's individual Claim or in the Proceedings in general. For the avoidance of doubt this extends to the sharing of Confidential Information with barristers instructed in the Proceedings, third-party litigation funders or

insurers with an interest or potential interest in the Proceedings, and any other third party who owes an obligation of confidence to Harcus Parker.

(d) Harcus Parker's duty to report to its clients shall be satisfied by Harcus Parker reporting to the Committee and that it is in the best interests of the Claimants as a whole for communications with them to be limited because of the risk that sensitive, confidential, and privileged information may be passed to the Defendants.

(e) You will not disclose to any person who is not either a Claimant or a professional adviser of a Claimant with a duty of confidentiality to that Claimant any advice received from Harcus Parker or any other communication received from the Committee in connection with the Proceedings. For the avoidance of doubt, the contents of this agreement and the DBA are, subject to clause 4.1(h), confidential, and the Claimants agree that they will not disclose the contents of either document to any person who is not either a Claimant or a professional adviser of a Claimant with a duty of confidentiality to that Claimant.

(f) Harcus Parker may, for reasons of cost efficiency or otherwise, instruct a third-party firm to manage some of the administrative burden of the Proceedings and, in particular:

(i) to process and collate information from responses to subject access requests made by Harcus Parker;

(ii) to maintain a secure database to store and organise information about the Proceedings and the Claimants; and

(iii) to administer the distribution of the Overall Claim Proceeds.

6.2. Any information shared pursuant to clause 6.1 above shall remain fully confidential as against any person who is not either a Claimant or a professional adviser of a Claimant with a duty of confidentiality to that Claimant and the Claimants agree that they will keep all such information fully confidential and will not disclose any such information to any third party except for the purposes of obtaining professional advice.

6.3. If a Claimant ceases to be a party to this agreement, that Claimant's duty of confidentiality shall continue with full force and effect.

6.4. All communications between Harcus Parker and the Claimants or any of them shall be subject to legal professional privilege and the Claimants irrevocably agree that solicitor-client privilege shall not be waived or abrogated from in any way by the passing of Confidential Information amongst the Claimants. Harcus Parker shall be authorised to report to the Claimants on the facts underlying each Claimant's Claim, including the facts stated in the evidence disclosed by the Defendant.

**7 The DBA and the Claimants' own costs**

7.1. You and the other Claimants agree so far as possible that Harcus Parker should seek to run the common elements of the Proceedings jointly, and for Generic Costs to be shared in accordance with this agreement.

7.2. The Parties recognise, however, that not all of the costs of bringing the Claims will be Generic Costs. Costs which are not Generic Costs may be either Individual Costs or Issue Costs.

7.3. Subject to any order of the court to a different effect, the Claimants agree that Individual Costs and Issue Costs within the Proceedings or sub-groups of Claims will be treated as Generic Costs unless Harcus Parker decides, at its discretion and after consultation with the Committee, that it would be fair and proportionate to treat certain costs as being either Individual or Issue Costs. In exercising this discretion, Harcus Parker will have regard to the administrative costs of distinguishing between

different kinds of costs and the utility of the distinction, bearing in mind its potential impact as well as the amount of costs at issue.

7.4. The Claimants agree to apply for an order or orders that as far as possible their cases be managed together and agree that the costs of any lead or test case or cases within the Proceedings will be treated as Generic Costs.

7.5. You and each of the Claimants authorise Harcus Parker to incur Disbursements on your behalf. Disbursements may be either Generic Costs, Issue Costs or Individual Costs.

7.6. By entering into this agreement each Claimant agrees that his or her share of costs, as further set out in clause 8 below under the title 'Costs Sharing', shall be calculated as though Harcus Parker had begun to act for each Claimant on the date on which Harcus Parker began acting in relation to the Proceedings.

7.7. The Claimants agree as follows:

Disbursements

(a) Harcus Parker will raise disbursement-only invoices (subject to the definition of 'Disbursement' in the Glossary as incorporated into the DBA) and will submit them to the Committee for approval on behalf of the Claimants. These invoices will make clear that the primary liability for Disbursements is the Claimants', so that the Claimants can recover these costs from the Defendants, even though Harcus Parker will pay these costs in the first instance.

Harcus Parker's time costs

(b) When requested by the Committee, Harcus Parker will submit to the Committee for approval an account of the time costs they have incurred on Proceedings. As set out at clause 11.9(d) below, the Committee will satisfy itself as to the reasonableness of the time incurred.

7.8. The Claimants further agree that Harcus Parker's reporting on costs to the Committee will be a sufficient report to them and that Harcus Parker will have no further duty to report on costs than to report to the Committee. For the avoidance of doubt, Harcus Parker will have no duty to produce itemised reports showing each Claimant's Proportionate Share of its costs, save for at the conclusion of the Proceedings, and only to the extent that it is necessary to do so in order to invoice the Claimants.

**8 Costs sharing between the Claimants**

8.1. The Claimants agree that, unless the court orders otherwise, the amount of costs referable to each Claimant shall be a Proportionate Share of the Generic Costs and, as appropriate, Issue Costs, plus any Individual Costs referable to any particular Claimant within each Claim they pursue.

8.2. The Claimants agree that barristers' fees for work done on an employment matter may fall outside the Solicitors' Fee. Therefore, clients who issue claims in the Employment Tribunal may be liable to pay the costs of barristers' work completed for the Employment Tribunal proceedings.

8.3. The Claimants recognise that the result of the Proceedings may be that the actual relationship between a Claimant's damages and the overall damages awarded may differ from the Proportionate Share.

**9 The Defendants' costs and the costs of Adverse Costs insurance**

9.1. Nothing in this agreement shall impose any liability on Harcus Parker or any third-party funder to meet any Adverse Costs orders. The Claimants retain responsibility for any Adverse Costs. The remainder of this clause deals with how it is proposed to protect the Claimants from that risk.

9.2. Harcus Parker intends, at an appropriate point in time, to seek to obtain insurance against the risk of Adverse Costs in respect of the Proceedings.

9.3. You and each of the Claimants acknowledge that if insurance is in place the Claimants may be jointly and severally liable in law for Adverse Costs within each Claim they pursue if the policy (or policies) of insurance which is obtained is insufficient and/or in any way fails to cover all of the Defendant's costs. However, the Claimants agree collectively that the Claimants' liability for Adverse Costs should be several and not joint within each Claim they pursue. The Claimants also acknowledge that the terms on which insurance is likely to be offered will include a cross-subsidy between the Claimants such that the insurance overall will pay out only if there are no Overall Claim Proceeds from which Adverse Costs can be satisfied. The effect of this will be that if the Claims of some Claimants succeed and some fail the Adverse Costs of those that fail will be borne by those that succeed. The Claimants further acknowledge that the terms of the insurance are likely to include a cross-subsidy as between different types of Claim, with the same effect. Subject to that, no single Claimant should, in the event of an Adverse Costs order in respect of Generic Costs or Issue Costs being made, bear more than a Proportionate Share of such Adverse Costs. Each Claimant will be individually and severally liable for his or her own Individual Costs.

9.4. You and each of the Claimants agree that Harcus Parker should, if it thinks it necessary, apply to the court for an order reflecting this agreement.

9.5. In the event that no such order is made, you and the Claimants each accept that any Claimant who is burdened with a greater share than their Proportionate Share within each Claim they pursue should be entitled to recover the difference from their fellow Claimants within that Claim: any Claimant who has initially borne a greater burden of such liabilities shall have a right of recovery which the Claimants agree will not be contested against any of his or her fellow Claimants who have not paid their due share. For the avoidance of doubt, this clause 9.5 will only apply in the unlikely event that the court does not make an order reflecting clause 9.3.

9.6. Nothing in this agreement shall make the Committee or Committee Member liable for such costs save to the extent that any such member faces a liability in respect of his or her capacity as a Claimant.

## 10 Sharing costs and risk with other groups

You and the other Claimants recognise that it is possible that individuals other than those who chose to instruct Harcus Parker will seek to pursue similar claims to those of the Claimants. You acknowledge that the Committee's authority will extend to agreeing to share costs and risk with other groups, and that this may include an agreement that Harcus Parker will agree to share work with the solicitors acting for other groups. Harcus Parker will be instructed to endeavour to ensure that any work- or cost-sharing agreements will mirror the agreements between the Claimants recorded in this agreement.

## 11 The Committee

11.1. Subject to the provisions of this agreement, you and each Claimant irrevocably appoint the Committee to be your agents in relation to your Claims and you each confirm that the Committee may give instructions to Harcus Parker in relation to the conduct of the Proceedings, including without limitation:

(a) discontinuance by all Claimants, or any one or more of them;

(b) the entry into and conduct of settlement negotiations;

(c) subject to sub-clause 11.8 the acceptance and making of offers to settle (including for the avoidance of doubt the acceptance and making of offers in accordance with the Distribution of Global Damages Clause and the acceptance of making of offers to settle not only the claims in the Proceedings but also to enter an agreement in full and final settlement of all claims the Claimants may have against the Defendant);

(d) the instruction of Counsel, experts and the incurring of any other third-party liability that Harcus Parker advise is necessary for the conduct of the Proceedings;

(e) the execution of any policies of Adverse Costs insurance or third party funding agreements;

(f) the negotiation and execution of documents comprising new terms under which Harcus Parker or its successor will act;

(g) division of disbursements to a sub-set of the Claimants; and

(h) strategy generally.

11.2. Each Claimant in addition irrevocably agrees that the Committee may do any ancillary necessary act and execute any ancillary necessary document on his or her behalf.

11.3. The Claimants agree further to ratify and to confirm anything the Committee does or executes on their behalf in relation to the Proceedings in the proper execution of its role.

11.4. The following rules shall govern Committee meetings:

(a) Committee meetings must be held in the presence of Harcus Parker, may be called by any Committee Member and may be held in person on seven days' notice or by conference call on 24 hours' notice, such notice to be provided by email or by other means if so agreed by a Majority of Committee Members' votes cast;

(b) Committee meetings held by the Initial Committee Members shall be considered quorate only if three or more members are in attendance, whether in person, by telephone or via video conferencing facilities. If the number of Committee Members has fallen beneath three by the operation of clause 11.5, a Committee meeting shall be quorate if all remaining members are in attendance. If the number of Committee Members is seven or more, a Committee meeting shall be quorate only if four or more members are in attendance, whether in person, by telephone or via video conferencing facilities;

(c) no one who is not a Committee Member or a representative of Harcus Parker shall be entitled to attend a Committee meeting other than by the invitation of at least four Committee Members or by the invitation of Harcus Parker;

(d) minutes must be kept of all meetings by Harcus Parker and approved by the Committee;

(e) the Committee shall agree by a Majority of the votes cast to appoint a Chairperson from time to time, and the Chairperson may exercise a casting vote in the event of a tied vote;

(f) the Committee may dismiss the Chairperson for the time being and appoint a new Chairperson by a Majority of the votes cast;

(g) the Committee may agree by a Majority of the votes cast to delegate certain decisions to a sub-committee of not fewer than three members provided that the Committee is kept fully informed of all decisions that are made and the reasons for them.

11.5. The following rules shall govern the appointment, removal, and resignation of Committee Members:

(a) the Committee Members will be chosen at Harcus Parker's sole discretion, following self-nominations by Claimants. Harcus Parker will endeavour to select Claimants which reflect the interests of all of the Claimants as a whole;

(b) a Claimant shall cease to be a Committee Member as soon as he or she:

(i) retires by notifying each member of the Committee and Harcus Parker in writing (but only if enough Committee Members remain in office to form a quorum for meetings);

(ii) dies;

(iii) applies for a voluntary winding up, becomes insolvent or enters a voluntary arrangement with its creditors;

(iv) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;

(v) has a bankruptcy order made against him or her; or

(vi) is subject to a resolution by a Majority of votes cast by Committee Members at a properly convened meeting of the Committee and with prior or simultaneous consent of Harcus Parker, that he or she should cease to be a member of the Committee.

(c) No Claimant shall be appointed a member of the Committee until he or she has executed a confidentiality agreement on terms stipulated by Harcus Parker; and

(d) a Claimant shall be appointed as a member of the Committee by the resolution of a Majority of votes cast by Committee Members at a properly convened meeting of the Committee, providing that the number of Committee Members shall not exceed nine and providing that Harcus Parker has given its consent.

11.6. The Committee will give instructions to Harcus Parker in relation to the conduct of the Proceedings, including (without limitation):

(a) discontinuance in relation to any individual Claimant;

(b) strategy generally;

(c) how the Claims should be grouped;

(d) the commencement and conduct of settlement negotiations;

(e) the execution of any policies of Adverse Costs insurance and any documents or agreements ancillary to any such policies.

11.7. In relation to all matters other than the acceptance and making of offers to settle, the business of the Committee will be resolved by a Majority of Committee Members voting. In the event of a split vote the Chairperson shall have the casting vote.

11.8. In relation to the acceptance and making of offers to settle and the operation of the Distribution of Global Damages Clause, the decision of the Committee must be made by a Majority of Committee Members voting and no vote in favour of the acceptance or making of an offer shall be passed unless Counsel advises it to be in the best interests of the Claimants as a whole. The detailed operation of the Distribution of Global Damages Clause is dealt with at clause 12 below.

11.9. In addition, the Committee will:

(a) act as the Claimants' representatives to Harcus Parker in relation to the Proceedings;

(b) ensure that Harcus Parker reports to the Claimants from time to time on the progress of the Proceedings;

(c) ensure that Harcus Parker reports to insurers in accordance with their requirements;

(d) approve on behalf of the Claimants any invoices raised by Harcus Parker (including in respect of any Disbursements incurred);

(e) approve Harcus Parker's accumulating work in progress; the Committee may appoint an independent costs draftsman to assist them in this respect and is entitled to rely on his or her advice; and

(f) give instructions as to the distribution of the Overall Claim Proceeds to the Claimants.

11.10. The Claimants agree that the Committee's discretion to negotiate settlement should not extend to the Committee agreeing to settle on a basis that frustrates the payment to Harcus Parker of the Solicitors' Fee. The Claimants further agree that the Committee may not agree to a settlement that does not involve the payment of a cash sum sufficient to satisfy the Solicitors' Fee without the prior written consent of Harcus Parker.

11.11. The Claimants agree that in the event that the Claimants succeed at trial, the Committee shall instruct Harcus Parker to procure that any order giving effect to the judgment shall be on terms that a cash sum sufficient to satisfy the Solicitors' Fee be paid to Harcus Parker before the distribution of the remaining Overall Claim Proceeds to the Claimants.

11.12. The Committee will at all times act in accordance with the terms of this agreement and use its reasonable endeavours to act in the best interests of the Claimants as a group.

11.13. Subject to clause 11.12 above, and subject to a member of the Committee breaching his or her duties under the separate confidentiality agreement that each must sign pursuant to clause 11.5(b), no member of the Committee shall be liable to the Claimants (or any of them) for his or her own acts, neglects or defaults or for any loss to the Claimants incurred in connection with his or her role as a Committee Member, unless caused through his or her own fraud or dishonesty.

11.14. No Committee Member shall be liable for the acts, neglects or defaults of any other Committee Member.

11.15. The Committee Members shall be indemnified by the Claimants against any costs, losses or expenses to which they may become liable as a result of the proper exercise of their duties as Committee Members.

11.16. The Claimants agree that the Committee Members shall be entitled only to reimbursement of their reasonable expenses.

**12 Distribution of Global Damages Clause**

12.1. The Claimants recognise that if there are negotiations to settle the Proceedings with the Defendants, it is possible that any offers made will be on a costs-inclusive global basis. The Claimants specifically authorise the Committee to solicit offers on such a basis and to allocate and distribute the Overall Claim Proceeds, subject to obtaining advice from Harcus Parker and from Counsel and subject to the terms of clause 12.2 below, by reference to the amounts claimed or by any other method which Counsel advises is an appropriate method of determining a global settlement of damages. The Claimants also recognise that there may be circumstances that arise in which it is necessary to decide how a global offer should fairly be framed, how a global sum of damages should be allocated between different categories of Claimant, and that it may be appropriate for one category of Claimant to settle without another settling, and that different considerations, including different assessments as to the overall strength of the claims of the groups may apply to each group. The Committee has a discretion to decide which of these methods (and/or a combination of these) is most appropriate.

12.2. In giving this authority, the Claimants appreciate that the effect of this 'Distribution of Global Damages Clause' may be that no detailed account will be taken of the individual merits or demerits of individual Claimants' cases (if any) and accept that adjudicating

between individual Claimants' cases would be disproportionately expensive and burdensome.

12.3. It is expressly understood by the Claimants that it is not possible at this stage to predict with accuracy how the court may determine how damages should be calculated; and nor is it possible to predict how the argument between the Claimants and Defendant will clarify how damages should be calculated.

12.4. Any Committee Member may require the decision of the Committee under this Distribution of Global Damages Clause to be referred prospectively to arbitration in accordance with clause 12.5 below. The Committee will then instruct Harcus Parker to prepare a submission to the Distribution Arbitrator which sets out the background and the factors influencing the Committee's decision.

12.5. The submission to the Distribution Arbitrator will include the following instructions:

(a) This matter is being referred to arbitration because the Committee appointed by the Claimants in the Proceedings either disagrees as to what is the correct and fair manner to distribute the Overall Claim Proceeds between the Claimants or because it wishes to be reassured that an offer made is fair as between different categories of Claimants, and / or that the method of distribution of the Overall Claim Proceeds it agrees is appropriate.

(b) The Proceedings are conducted subject to agreements between the Claimants which contain an agreement to work together which provides that if there is a settlement before trial, it will not be necessary to take account of the individual issues of each Claimant's case if it would be expensive and burdensome to do so.

(c) At the outset of the Proceedings, it was not clear what factors would be relevant to the distribution of global damages.

(d) The issue to be decided, as to which the arbitrator has complete discretion, is whether each Claimant who is able to prove his or her entitlement to a share of the Overall Claim Proceeds should receive the same amount whether they should receive a payment which reflects other factors, and if so what factors.

(e) In reaching his or her determination, the arbitrator is asked to bear in mind the principles underlying this agreement and the additional cost and complexity that may flow from distinguishing between different groups of Claimants.

12.6. The Distribution Arbitrator's decision will be binding on all Claimants, so that no Claimant may subsequently challenge it.

12.7. The costs of instructing the Distribution Arbitrator and of the Distribution Arbitrator shall be borne by the Overall Claim Proceeds after the distribution of the Solicitors' Fee.

**13 Recovery of Damages and Costs**

Notwithstanding any other provision of this agreement, and subject to the terms of the DBA, if any of the Overall Claim Proceeds are paid prior to the disposal of any part of the Proceedings or prior to any payment in respect of costs, a retention will be made from the damages of an amount which in the reasonable view of Harcus Parker and the Committee will be sufficient to fund the costs to be incurred in connection with:

13.1. such parts of the Proceedings as have not at that stage been settled or finally determined by the court; and/or

13.2. assessment proceedings or negotiating the recovery of costs with the Defendants.

**14 General Matters Relating to Settlement and Distribution**

14.1. The Claimants recognise that the entire or part of the amount of any settlement (before the deduction of the Solicitors' Fee) may be subject to taxation. The Claimants

further recognise that Harcus Parker has no duty to advise them in relation to taxation matters and is specifically not retained to do so.

14.2. The Claimants have each agreed with Harcus Parker that it will act for them in the Claims under the DBAs and recognise that Harcus Parker will, in reliance on the DBAs, incur considerable expense and undertake a considerable amount of work in the expectation of being paid the Solicitors' Fee in the event that each of the Claims are successful. The Claimants and each of them warrant that they will not seek to settle or accept an offer to settle directly with the Defendants or any associate of the Defendants:

(a) without the Defendants paying the Solicitors' Fee under the relevant DBA to Harcus Parker; or

(b) on a basis which frustrates the payment to Harcus Parker of the Solicitors' Fee.

14.3. If, notwithstanding sub-clause 14.2, any Claimant does settle directly with the Defendant, that Claimant agrees:

(a) that he or she will not spend or transfer away the amount they receive in settlement from the Defendant; and

(b) that he or she will immediately inform the Committee and Harcus Parker that they have accepted a direct settlement and of the amount of such settlement and will transfer to Harcus Parker an amount equal to any sums due to Harcus Parker under the DBA plus VAT.

14.4. The Claimants agree that the Committee should, not without the prior written consent of Harcus Parker, accept any offer of settlement from the Defendants in relation to any Claim which does not include terms that the Solicitors' Fee be paid directly to Harcus Parker by or on behalf of the Defendant.

14.5. If for any reason it is not possible to give effect to the above agreement, the Claimants agree that the distribution of any of the Overall Claim Proceeds may be effected though the instruction of a class action claims administrator, who may be instructed to distribute the Overall Claim Proceeds in accordance with an agreed formula. The costs of distributing the Overall Claim Proceeds will be paid out of the Overall Claim Proceeds.

**15 Commencement**

This agreement shall commence on the date that the first Claimant accepts its terms and shall bind each Claimant from the date on which that Claimant becomes a party to it.

**16 Termination**

16.1. If a Claimant dies during the course of this agreement the rights and obligations of that Claimant under this agreement shall pass to his or her personal representatives.

16.2. A Claimant who wishes to discontinue his or her claim prior to proceedings being issued may only do so with the permission of the Committee.

16.3. In addition to requiring the permission of the Committee, a Claimant for whom a claim has been issued may, as a consequence of the provisions of Part 38 of the Civil Procedure Rules, be able to withdraw only with the permission of his, her or its fellow Claimants or with the permission of the court. The normal position is that a discontinuing claimant is ordered by the court to pay a share of the Defendants' costs up to the date of discontinuance. Any such court order would be the sole responsibility of the discontinuing Claimant. It is very unlikely that the payment under any such court order would be covered by insurance.

16.4. If any Claimant ceases to be a party to this agreement, the obligations contained in this agreement (subject always to the terms of the DBA which, if they conflict with the terms of this agreement, shall take precedence) shall remain in full force and effect in relation to the departing Claimant's liabilities (if any) for Claimants' and Defendants'

costs incurred up to the end of the calendar month in which the departing Claimant ceases to be a party to this agreement.

16.5. In the event of one or more Claimants ceasing to be a party to this agreement for any reason it is further agreed that the obligations of the remaining Claimants one to another will continue in all respects.

**17 Severability**

If any of the provisions of this agreement is found by a court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect. Notwithstanding the foregoing, the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

**18 Law, jurisdiction and disputes resolution**

18.1. This agreement shall be governed by the laws of England and Wales.

18.2. You and each of the Claimants agree to submit any dispute arising out of or in connection with this agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of the arbitration shall be London. In the event that an issue is referred to arbitration, the arbitrator's decision will be binding on all Claimants, so that no Claimant may subsequently challenge it.

**19 Execution**

19.1. In making this agreement available for signature, Harcus Parker has given its agreement to its terms. In addition, Harcus Parker will execute a single copy of the agreement and such execution shall be evidence of Harcus Parker's agreement with every Claimant who agrees to this agreement.

19.2. You and each of the Claimants confirm your irrevocable agreement to the terms of this agreement electronically by giving your electronic consent to it. This agreement is intended to apply as between all of the Claimants who agree to this agreement, with the intention that any Claimant who agrees to this agreement will have the obligations set out in this agreement to all other Claimants, irrespective of the date on which any Claimant agreed to this agreement.

# SCHEDULE 4
# GLOSSARY OF DEFINED TERMS

In the DBA, the LMA, Harcus Parker's engagement letter and the Privacy Notice, the following terms have the following meanings.

| | |
|---|---|
| **Adverse Costs** | Any costs which the Claimants are ordered to pay by the court in respect of any Claim they pursue. |
| **Claim(s)** | Each Claimant's individual claim (which may comprise more than one claim in law) against the Defendant and/or Other Defendant(s), brought as part of the Proceedings, for equal pay. |
| **Claim Proceeds** | The sum total of any and all value due to and/or received by, on behalf of, or in lieu of payment to, a Claimant in connection with or arising out of the Claim or the Proceedings as a result of any judgment, award, order, settlement arrangement or compromise, (including payment of any damages, compensation, interest, restitution, recovery, judgment sum, arbitral award, settlement sum, compensation payment), whether in monetary or non-monetary form, whether actual or contingent, and before deduction of any taxes which the Claimant may be liable to pay thereon.<br><br>For the avoidance of doubt Claim Proceeds do not include: any costs, barristers' fees or Disbursements paid or payable by another party to the Proceedings. |
| **Claimant** and **Claimants** | Persons which have instructed Harcus Parker to bring a Claim against the Defendant as part of the Proceedings and whose names, addresses, and the date on which they instructed Harcus Parker appear in a register kept by Harcus Parker. |
| **Committee** | A group of not more than 9 representatives of Claimants to whom authority to take certain decisions in respect of the Proceedings is delegated by each Claimant. |
| **ittee Member(s)** | The Initial Committee Members plus any individuals who subsequently join the Committee, minus any Initial Committee Members who cease to be members of the Committee. |
| **Confidential Information** | Information which is confidential to the Claimants or Harcus Parker. |
| **Data Controller** | The 'data controller' is a term in the legislation for the person or company who is responsible for deciding why and how Personal Data is processed.<br><br>Harcus Parker Limited, a limited liability company incorporated in England and Wales and with its registered office at 80 Strand, London WC2R 0DT (regulated by the SRA under ID 653501), is the Data Controller responsible for the Processing of your Personal Data in relation to your case (including any related Processing undertaken on the Website or elsewhere). |

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| **DBA Regulations 2013** | The Damages-Based Agreements Regulations 2013 (Statutory Instrument 2013/609). |
| **Defendant** and **Defendants** | Asda Stores Limited |
| **Disbursements** | The expenses which Harcus Parker will need to pay in order bring the Proceedings. These include:<br>i) the fees of experts;<br>ii) (in respect of the Employment Matters DBA) barristers' fees;<br>iii) Court fees (where applicable);<br>iv) the payment of insurance premiums (if relevant, and whether or not such premiums are payable up front or only in the event of success);<br>v) the costs, as applicable, of data rooms, disclosure platforms, and electronic bundling systems; and<br>vi) couriers and other document production costs such as photocopying charges. |
| **Distribution Arbitrator** | A retired High court Judge, to be nominated by the Committee on the advice of Harcus Parker and, in the absence of a nomination, to be nominated by the Chairman for the time being of the Chancery Law Bar Association. |
| **Generic Costs** | Costs which relate to elements of the Proceedings which are applicable to all of the Claimants. |
| **Harcus Parker** | Harcus Parker Limited of 80 Strand, London WC2R 0DT. |
| **Individual Costs** | Costs which relate to elements of Claimants' individual claims which are solely attributable to individual Claimants, where those individual Claimants have not been selected as 'test cases' or 'lead cases' or the like. |
| **Individual Rights** | UK Data Protection Laws give you individual rights so that you keep control of your Personal Data. Any reference to individual rights in this privacy concerns the rights listed above. |
| **Committee Members** | The members of the Committee who are present at and who approve the minutes of the first Committee meeting. |
| **Issue Costs** | The costs of dealing with specific issues which apply to some but not all Claimants. |
| **Legal Basis** | We are always required to rely on a legal basis to Process Personal Data.<br><br>Any reference to legal basis in the Privacy Notice means one or more of the following six data protection legal bases: consent, contract to which you are a party, legal obligation, vital interest, public task, legitimate interest. |
| **Majority** | More than 50%. |

| | |
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| **Notice** | All invoices, notices, documents, consents, approvals, or other communications sent by Harcus Parker, a Claimant or the Committee regarding the DBA or the LMA. |
| **Obstructive Claimant** | A Claimant who, in Harcus Parker's reasonable opinion, has persistently failed so unreasonably to comply with requests for cooperation that they are obstructing the efficient progress of the Proceedings. |
| **Other Defendant** | Anyone other than the Defendants who Harcus Parker advises you to bring a claim against in the same proceedings as those brought against the Defendant. |
| **Overall Claim Proceeds** | The Claim Proceeds of all the Claimants taken together. |
| **Personal Data** | Personal Data means any information which directly or indirectly identifies you. We have listed the main Personal Data we Process about you in the Privacy Notice. |
| **Proceedings** | The Claims of all Claimants together. |
| **Process, Processing and Processed** | Any activity impacting Personal Data, including accessing, collecting, holding or anonymising, is considered processing Personal Data under UK Data Protection Laws. |
| **Proportionate Share** | A fraction of which the numerator is the value of the Claimant's Claim and of which the denominator is the aggregate value of all the Claims of those Claimants who, as at the date of the relevant calculation, are parties to the LMA and who participate in the Proceedings.<br><br>e purposes of calculating the Proportionate Share, the 'value' shall mean the amount claimed by each Claimant, unless the Committee, upon Harcus Parker's recommendation, decides upon a different definition of value for the purposes of this clause, in which case the Committee shall procure that the Claimants are notified. |
| **Purpose for Processing** | We are required to disclose the reason for Processing your Personal Data; that is what we call the purpose for Processing. We have detailed our key purposes in the Privacy Notice. |
| **Questionnaire** | Any questionnaire concerning the Claim, made available to you in any manner and which you will or may have already filled in so that you can express your interest in, or formally join the Claim. |
| **Solicitors' Fee** | An amount of money equivalent to 24% plus VAT of a Claimant's Claim Proceeds. |
| **UK Data Protection Laws** | UK data protection laws means the UK General Data Protection Regulation, the Privacy of Electronic Communications Regulations, the Data Protection Act 2018 and any other local data protection laws applicable to the UK. |

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|---|---|
| | Please note that European data protection laws are similar to UK Data Protection Laws and the Privacy Notice is intended to also provide you with all disclosures required under European data protection laws. |
| **Website** | Our website at harcusparker.co.uk and any other websites which we may operate for particular cases, including the Claim website at: CLAIM_WEBSITE_ADDRESS |
| **Win** | The resolution of a Claim which results in a Claimant recovering or becoming entitled to any Claim Proceeds. |

# SCHEDULE 5
# HARCUS PARKER'S TERMS AND CONDITIONS DATED 1 DECEMBER 2023

These are Harcus Parker's standard terms of business. Where they conflict with the engagement letter or the DBA or the LMA, those documents take precedence.

1. Harcus Parker Limited

Harcus Parker Limited (the '**Firm**', '**we**', '**us**' and '**our**') is a limited company incorporated in England and Wales with company number 1352441. The Firm's registered office is at 80 Strand, London WC2R 0DT.

The Firm is authorised and regulated by the Solicitors Regulation Authority. Its registration number is 653501. The rules imposed by the Solicitors Regulation Authority can be accessed at: https://www.sra.org.uk/solicitors/standards-regulations/

All references to 'partners' are to the directors of the Firm or to fee earners with that title and equivalent standing.

The Firm will provide legal services to you on the basis set out in our engagement letter of CURRENT_DATE (the '**Engagement Letter**') and on the following terms and conditions. These terms do not affect the statutory and common law rules governing solicitors' business although if there is a conflict these terms take precedence so far as permitted.

2. Instructing the Firm

Our client is the individual, individuals, or entity to which our Engagement Letter is addressed. Unless otherwise agreed in writing with us, we are not advising any related persons or entities. Unless agreed otherwise, no person other than you will have the right to enforce the contract between us and no person other than you will have any right to rely on our advice.

You should give or confirm your initial instructions to us in writing. You should give us all relevant information and tell us as soon as possible of any changes to your instructions or circumstances so that we can represent your interests as effectively as possible. Our advice relates to the specific circumstances in which you are instructing us. You must not rely on it in different circumstances.

To assist us in carrying out our responsibilities to you in a proper and efficient manner, we ask you to respond quickly and fully to our requests for instructions or information, to provide or help us to get all facts and information relevant to our work for you, not to keep any relevant information from us, and not to ask us to do anything which in our view would involve us acting in an illegal, improper, or unreasonable way.

If you instruct us to act for a company or organisation, we will assume that you have authority to do so unless told otherwise. If you instruct us to act for clients jointly (for example, the executors of an estate, trustees or joint owners of property), you will be jointly and severally liable for our fees (meaning you are each liable for the full amount if the other(s) do not pay) and we will assume that you have authority to instruct us in this way , unless we are told otherwise. If we receive instructions from you, we will deal directly with you.

We will inform you who in the Firm is responsible for co-ordinating the work that we do for you and for reviewing our service. If appropriate he or she may delegate work to others in the firm. They will discuss major changes in staff with you beforehand. Delegating work effectively makes sure that people with the right level of expertise and experience do the work as economically as

possible. We will keep your case under proper review and will update you regularly on its progress as well as keeping you regularly up to date on the fees that have been incurred.

Provided our professional rules permit us to do so, we may now or in the future be instructed by, and act for, other persons and in other matters which are not related to your matter, where the interests of the other persons may be adverse to you or your interests. For example, we may act for you in the context of a group action but adverse to you on an unrelated matter.

Unless agreed otherwise, we will only advise on the laws of England & Wales and on relevant cross-border issues and we have no obligation to provide services outside of the agreed scope of our work. Our advice also necessarily relates only to the law in force at the date of delivery of the services, so unless you specifically engage us to provide additional advice on issues which arise after your matter, the Firm has no continuing obligation to advise you with respect to future legal developments or your rights and liabilities.

3. Basis of the firm's fees

Subject to any provisions to the contrary in your Engagement Letter, the Firm charges on the basis of the time spent dealing with your case at the hourly rates of the fee-earners working on the case. We will give you details of the rates of those working for you when you first instruct us. We record time in units of six minutes. The hourly rates of legal staff depend on their experience and seniority and are reviewed once a year, with effect from 1 January. We will notify you of any changes in advance.

Value Added Tax ('**VAT**') is charged, where appropriate, on our fees and expenses. The Firm's VAT registration number is 304608037.

4. Estimates and quotations

When you instruct us, we will try to tell you the likely level of our fees. Unless we tell you otherwise, this will be an estimate only, not a fixed quotation. If you ask for a fixed quotation we will try to provide one, but it may not be possible to predict the amount of time we will need to deal with a matter. You may set an upper limit on costs. We will not do any work that will take our fees over this limit without your permission. If we provide a fixed quotation, this will only apply to the work we agree, in writing, at the time. If you then ask us to do extra work, we will charge you for the extra work. Any estimate given is also exclusive of disbursements, expenses and VAT or any similar sales tax.

5. Disbursements and expenses

We will usually need to pay disbursements and out-of-pocket expenses on your behalf. These may include, for example, court fees or barrister's fees.

We may charge you to recover our costs in relation to certain services provided by us or to us by third parties, including travel expenses, photocopying, and courier charges. We do not charge separately for stationery, postage costs, telephone calls or faxes.

Unless you tell otherwise, we will incur smaller expenses without first seeking your permission. All larger costs will be agreed with you in advance.

Where expenses will be substantial, the firm may need to ask you for money on account before it incurs any liability.

All expenses will be itemised on our bill for reimbursement by you.

6. Bills

We will tell you how often we will issue bills. This will usually be between every one and three months. You are entitled to object to a bill by making a complaint to us in the first instance. If for any reason at the conclusion of the firm's complaints process you are not satisfied with the outcome then you can involve the Legal Ombudsman as we explain in more detail below under the heading of Service delivery issues. You may also have a right to apply to the Court for an assessment of a bill under Part III of the Solicitors' Act 1974.

If you are the client who instructs us, we are required to issue the bill in your name, even if the bill is being paid by a third party. As the named client, you will be liable for payment.

The firm's bills will always be final for the period which they cover, although the firm's fees may be billed separately to disbursements and expenses.

7. Bank account

The firm operates its client account with Metro Bank plc. The details are as follows:

Account number: 32166342
Sort code: 23-05-80

In the event that we change our bank details, the partner responsible for your case will telephone you personally to confirm the change. If you receive an email or letter notifying you of a change to the firm's bank account details, you should ring the partner who is responsible for your case to check whether the change is genuine.

8. Payment terms

Our bills will be addressed to you and you shall be liable to us for our fees, disbursements and expenses. This will be the case even if our bill acknowledges that another person may pay it.

You must pay our bills when you receive them. If you have still not paid a bill 30 days after you have received it, we may charge interest at the rate of 2% above the base rate of Metro Bank plc from the date when we delivered the bill until you pay it in full.

We may decide not to carry out further work until we are paid or to terminate our engagement with you (on this and any other matter) on written notice to you and you will be responsible for any costs incurred by us to recover any unpaid sums.

You will pay our bills without any deduction or withholding on account of taxes or other charges.

9. Service delivery issues

We aim to maintain the highest possible standards of professional skill and service. If you are not happy with any aspect of our work or have a complaint about a bill received from us, we would like to know as soon as possible, and you should initially contact the partner who is responsible for looking after your work.

We will try to deal with any problem quickly. We have an internal complaints procedure to help us deal with the problem between you and us, a copy of which is available to you at any time on request. If, for any reason, at the conclusion of the firm's complaints process you are not satisfied with the outcome then you can involve the Legal Ombudsman, who can be contacted at enquiries@legalombudsman.org.uk or by telephone on 0300 555 0333. The Legal Ombudsman's address is PO Box 6806, Wolverhampton, WV1 9WJ. There are time constraints

within which you can involve the Legal Ombudsman. You must complain to the Legal Ombudsman within one year of the problem occurring or, if outside that period, within one year from when you found out about it. You should give us a minimum of at least eight weeks' opportunity to resolve your complaint before you raise the matter with the Legal Ombudsman. In any event, you should refer your complaint to the Legal Ombudsman no later than six months after your last contact with us.

You may also be entitled to apply to have our charges reviewed by the Court, whether they are for contentious or non-contentious work. This procedure is known as assessment by the Court. The rules are set out in sections 70 – 72 of the Solicitors' Act 1974. Except in exceptional circumstances, the Court will not allow a bill to be assessed more than 12 months after delivery.

Our Complaints Handling Procedure, which includes further details, can be obtained from Jon Beresford, the Firm's Complaints Handling Partner at jberesford@harcusparker.co.uk.

10. Responsibility for other lawyers

If we instruct other lawyers in the UK or elsewhere to act for you, we will choose them carefully, but we cannot be responsible for their work unless we have agreed otherwise. We will usually charge the fees of counsel and correspondent lawyers as disbursements.

11. Advice on tax

We do not specialise in tax and we will not advise on the taxation consequences of any proposed course of action, nor will we provide material aid or assistance in connection with your tax circumstances.

12. Money on account

We may ask you to make a payment to us on account, for example, before incurring fees or substantial out-of-pocket expenses. The payment is retained in our client account. It remains your money until we issue a bill. We are entitled to keep any money held on your behalf until such time as you have paid our bills in full. We also reserve the right to take any payment that is due to us from any money held on your behalf in our client account, whether in respect of the matter to which a bill relates or to any other matter we are handling for you.

Any money received on your behalf will be held in our client account. Interest will be calculated and paid to you at the rate set by Metro Bank plc (or such other major bank with whom we may bank from time to time). The period for which interest will be paid runs from the date when cleared funds are received by us until the date of payment to you or any third party. The payment of interest to you is subject to a minimum limit of £250 per annum.

We do not accept cash from clients.

13. Our liability to you

The Firm has sole legal liability for the work done for you and for any acts or omissions in the course of that work. This means that no partner, member, interest-holder, consultant, or employee of the Firm will have any liability for that work, notwithstanding that any person may sign their own name on any communication or other document in the course of acting on behalf of the Firm. You undertake that you will not in any circumstances bring any action in respect of any loss, damage, costs or expenses, whether arising in contract, negligence or otherwise, against any of our partners, members, interest-holders, consultants or employees.

We will not be liable for any consequential or indirect losses which arise out of the work we do for you, whether or not such loss might have been foreseeable at the commencement of our contract. This includes, but is not limited to, any loss of profit, anticipated revenues or business opportunities, goodwill, or losses associated with damage to your reputation.

We shall have no liability to any third party for any services or advice that we provide to you unless a partner of the Firm has agreed in writing that the third party can rely on such services or advice.

We shall have no liability for any services or advice given by any third party, including those whom we instruct on your behalf. Similarly, if you retain a third party to provide you with advice or services, we shall have no liability for any: inefficiency or failure of their systems; unauthorised access to or misuse or loss of information about your business and affairs from their systems or that is in their possession; or viruses they may pass on to you, nor will we be responsible for checking the adequacy of the security of their systems. This is the case regardless of whether you have instructed them directly or we have instructed them on your behalf.

Our liability to you for any direct loss or damage that you may suffer will be limited to that proportion which is just and equitable having regard to the extent of your own responsibility and that of any other party who may also be liable to you. For these purposes, you agree that no account is to be taken of any other party's reliance on exclusions or limitations of liability which have been agreed with you.

In any event, you agree that, subject always to our rules of professional conduct, our aggregate liability to you is £10 million, including interest and you acknowledge that the applicable aggregate limit applies to the total of all claims you make against us, whether one or more acts or omissions affect one or more matters.

Nothing in this section 13 or otherwise agreed in writing shall exclude or limit our liability to you: for fraud; for death or personal injury caused by our negligence; or to the extent that liability may not be excluded or limited by any applicable law.

14. Litigation

We do not provide services which are funded by legal aid.

If you have legal fees insurance, you are advised to check as soon as possible to ascertain whether your policy will cover all or a part of your legal costs. If so, you should notify your insurer immediately as it will need to confirm cover before accepting liability for your legal costs and any delay in notification may allow the insurer to refuse to accept the claim. Whatever your arrangements with your insurer, you remain responsible for paying our bills.

If you win your case, the court may order the other side to pay your costs. You are unlikely to receive the full amount which you have spent. Our fees will not be limited to the amount which is recovered from the other side in any proceedings, including in proceedings in the County Court and you and we agree that section 74(3) of the Solicitors Act 1974 shall not apply.

If you lose your case, the court may order you to pay the other side's costs. Whatever the court orders, you remain liable to pay our bills.

15. Confidentiality and disclosure

We will keep your confidential information confidential, subject to the following conditions:

- disclosure of such information is required by the laws and professional regulations to which we are subject;

- there is no confidentiality between joint clients;

- unless you tell us otherwise, we will assume that we are authorised to reveal information about you to other advisers whom you have instructed on related matters;

- the Firm may share your confidential information with its subsidiary, Harcus Sinclair UK Limited;

- in some circumstances, we may have a duty to check and confirm the identity of new clients and to report to the relevant authorities any knowledge or suspicion of money laundering. If we make such a disclosure we may not be able to tell you that a disclosure has been made and we may have to stop working on your case for a period of time and we will not be able to tell you why;

- in order to comply with the SRA Accounts Rules, we will be subject to checks by our accountants. This could mean that your file is selected for checking. These inspections are conducted in strictest confidence. Unless you tell us otherwise, we will assume that we have your consent to this;

- in order to outsource services such as IT infrastructure and services and other back-office functions. We will ensure that providers of such services have given robust information security, data protection and confidentiality undertakings and we will monitor their compliance, reputation and standards;

- in order to protect ourselves protect and/or defend ourselves in any actual or threatened legal or regulatory proceeding. Similarly, we may also disclose any relevant information in confidence to our insurers, insurance brokers, auditors and other advisers, if and to the extent such disclosure may occur without waiving or losing any applicable legal professional privilege;

- we are authorised to disclose that you are a client of the Firm and that we have acted for you on any matter where information about that matter is in the public domain and on any other matter where you consent to such disclosure.

You acknowledge that neither the Firm nor any person working for us will be required to disclose to you, or use on your behalf or for your benefit, any documents or information in our possession and in respect of which we owe a duty of confidentiality to another client, a former client or any other person. You therefore acknowledge that we will not disclose such information to you even if it is relevant to a matter on which we are acting for you, or is of broader interest to you. This is the case even if you have an "interest adverse" to that other client's.

You acknowledge that where information that is or may be material to your matter is provided to partners or personnel at the Firm, other than those individuals involved that particular matter, knowledge of that information will not automatically be imputed to any other individuals who are not involved

16. Copyright

The copyright in all written work which is produced by us for you belongs to the Firm. Subject to the payment of our fees, you have an implied licence to make use of those documents for the

purposes for which they were produced, but the ownership of the copyright remains with this firm unless the firm specifically agrees to this in writing.

17. Electronic communications

Unless you tell us not to, we will use emails to contact you or anyone involved in your case. We cannot guarantee the safety of emails or when they will arrive. We are not responsible for any loss or damage caused by emails arriving later, or loss or damage caused by email security being broken. Although we are careful to make sure that our computer systems are free from viruses, we are not responsible for any loss or damage to you or your computer systems which is caused by electronic communication with us.

18. Financial Services

The Firm is not an authorised person for the purposes of the Financial Services and Markets Act 2000. However, we may provide certain limited services in relation to regulated activities, including insurance distribution activity (broadly the advising on, selling and administration of insurance contracts) because we are supervised and regulated by a designated professional body for the purposes of the act and are included on the register maintained by the Financial Conduct Authority which can be accessed at www.fca.org.uk/firms/financial-services.

Where we are instructed by you to acquire, dispose of, or collect in any investment asset, we do so solely on an "execution only" basis. You should seek independent investment advice before instructing us to do so.

There is a complaints procedure and redress mechanism in respect of any work we undertake involving investments provided by the Solicitors Regulation Authority and the Legal Ombudsman.

19. This retainer

If you instruct us on a particular case, we will assume that you want us to complete it.

You may end your instructions at any time. This will not affect your responsibility to pay our outstanding fees and any disbursements and costs, regardless of whether they have been billed at the time you end your instructions.

We may stop acting for you at any time if:

- any of our fees or disbursements remain unpaid for more than 30 days after the they become due to be paid;
- we are unable to obtain proper instructions from you or there is otherwise a breakdown in the relationship between us;
- there is a conflict of interest or a rule of professional conduct which prevents us from acting for you or your engagement of us is or becomes illegal;
- there is some other reason beyond our control which prevents us carrying out our duties to you.

Subject to any contrary provisions in the Engagement Letter, if we stop acting for you or we cannot complete the matter we will charge for all of the work we have done. We may charge you for the costs of transferring the matter to another adviser if that is appropriate. We will keep your papers until you have paid all fees and disbursements.

20. Retention of documents

The Firm will generally retain a file in relation to any particular case or matter for seven years after the relevant case or matter is completed. Thereafter the firm will be entitled to destroy the file without further reference to you.

21. Accepting these terms

Our contract with you is governed by English law. The courts of England shall have exclusive jurisdiction to determine any claim or dispute arising out of or in any way connected to it.

If you continue to instruct us after receiving these terms of business, you will have accepted the conditions set out above.

# SCHEDULE 6
# LETTER OF AUTHORITY

By signing the engagement letter, you authorise us to send a letter of authority in the following terms to the Defendant(s) to your Claim and to any third parties who might have information which would assist you in bringing your Claim.

**CLIENT_FIRST_NAME CLIENT_SURNAME**
**CLIENT_ADDRESS**
**CURRENT_DATE**

Dear Sir/Madam

**CLIENT_FIRST_NAME CLIENT_SURNAME**

This letter authorises you to correspond with Harcus Parker Limited of 80 Strand, London WC2R 0DT on my behalf for equal pay.

By agreeing to this letter electronically, I understand that doing so has the same effect as hand writing my signature on a physical copy of this document. I understand and have been advised that:

1. s7(1) of the Electronic Communications Act 2000 gives electronic signatures the same effect as those in 'wet ink';

2. a typed signature, such as the one at the foot of this letter, shall take effect as a 'wet ink' signature; and

3. Article 25 of Regulation (EU) No 910/2014 requires you to accept an electronic signature as you would a 'wet ink' one.

I specifically authorise and require you to provide Harcus Parker Limited with all information they require, whether confidential or otherwise, through the use of any form of contact that Harcus Parker Limited deems necessary.

This authority is valid continuously until I provide you with a written withdrawal of authority. I authorise Harcus Parker Limited to initiate and pursue a formal complaint on my behalf with any relevant regulator should you fail to comply with such instructions within 30 days.

Yours faithfully

**CLIENT_FIRST_NAME CLIENT_SURNAME**

## SCHEDULE 7
## THE ANSWERS WHICH YOU PROVIDED IN OUR ONLINE QUESTIONNAIRE

Please contact us at asdaclaim@harcusparker.co.uk if any of your answers need to be corrected.

##Insert table with questions and answers merged from database

# SCHEDULE 8
# NOTICE OF RIGHT TO CANCEL AND CANCELLATION FORM

Client name: **CLIENT_FIRST_NAME CLIENT_SURNAME**
Reference: DJP/NPB/1223.2/OUR_REFERENCE

You have the right to cancel this agreement without giving any reason within a period of 14 days after the date on which you entered it.

To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached cancellation form if you wish but you do not have to.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. You can cancel by:

**post** to: Harcus Parker Limited, 80 Strand, London WC2R 0DT
**e-mail** to: asdaclaim@harcusparker.co.uk

Subject to the next paragraph, if you cancel we will reimburse any payments received within 14 days of being informed that you have cancelled. We will make the reimbursement using the same means of payment as you used, unless you have expressly agreed otherwise; in any event you will not incur any fees as a result of the reimbursement.

Where you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated your cancellation to us.

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**Cancellation Notice**

*If you wish to cancel the agreement you may use this form if you want to, but you do not have to.*

To: Harcus Parker Limited, 80 Strand, London WC2R 0DT
Email: asdaclaim@harcusparker.co.uk

I/We hereby give notice that I/we wish to cancel my/our Damages Based Agreement in the Asda Equal Pay litigation, your reference DJP/NPB/1223.2/OUR_REFERENCE.

Signed: ……

Name: ……

Address: ……

Date: ……