



REGULATED AND NON-REGULATED LEGAL SERVICES

DISCLAIMER – This note is a requirement of the Solicitors Regulation Authority (**SRA**) to ensure that clients are aware of their options and provide assurances. This note does not form part of the agreement and standard terms attached.

The **Solicitors Regulation Authority (SRA)** is the regulatory body for firms providing legal services by solicitors. “**SRA regulated firm**” means the following:

- SRA set a minimum level of professional indemnity insurance (usually no lower than £2m or 3m).
- The SRA will review complaints about a regulated law firm where the client is unhappy or the conduct of solicitors at the SRA regulated law firm.
- The SRA Compensation Fund is available to clients which provides compensation for lost monies, or where the professional indemnity insurance is not in place.
See here for more details on the Fund: <https://www.sra.org.uk/consumers/compensation-fund/compensation-fund/>
This is subject to eligibility requirements and is a discretionary fund: see here for more information <https://www.sra.org.uk/consumers/compensation-fund/claims-process/>
- The Legal Ombudsman will consider any complaints by customers of both a regulated law firm and any solicitors who conducted the matter for the client.
<https://www.legalombudsman.org.uk/>

“**MM In-house lawyer**” is the trading name of Musmus Limited, a company limited by shares, registered in England and Wales, No. 06491269, (**MMIHL**). The principal solicitor providing the services is **Mustafa Kachwalla**, authorised by the Law Society to be a solicitor and holds a current practising certificate. At the date of this note, there are no other persons who provide legal services at MMIHL. Mustafa Kachwalla is also registered with the SRA as a **freelance solicitor** but does not provide legal services in his own name but via MMIHL. MMIHL only provides non-reserved legal services, namely general commercial and contract advice. Information about freelance solicitors is here: <https://mmihl.co.uk/freelance-solicitors/>

MMIHL is non-SRA regulated firm providing legal services. As non-regulated firm providing legal services, certain protections offered by SRA for regulated law firms are either not available or limited to clients of MMIHL. These are:

- A client will not have access to the SRA Compensation Fund. A client will have to rely on the professional indemnity insurance of MMIHL.
- The level of professional indemnity cover for non-regulated firms is not specified by SRA.
- SRA will not consider complaints about the legal services of MMIHL (but will of Mustafa Kachwalla - see below).

Further assurances

Clients of MMIHL do have the following further assurances:

- MMIHL carries adequate professional indemnity insurance to cover the services provided by MMIHL. Currently this is set at **£1,000,000** and is reviewed every September; this is also MMIHL's limit of liability per cause of claim.
- MMIHL **does not operate a client account** and therefore there is a significantly reduced risk of MMIHL being in a position of having to account for monies of the client and therefore the Fund may not apply in any event.
- The SRA will consider complaints about the professional conduct of Mustafa Kachwalla.
- The Legal Ombudsman will also consider complaints on Mustafa Kachwalla.

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STANDARD TERMS

1. MMIHL AND TERM OF ENGAGEMENT

1.1. **Musmus Limited** trading as **MM In-house Lawyer**, a company registered in England and Wales, number 06491269, registered office address 5th Floor, 167-169 Great Portland Street, London, W1W 5PF. Musmus Limited. The Client acknowledges that MMIHL is not regulated by the SRA to provide certain legal services and has been provided information on the Client's option.

1.2. **Services:** In consideration of the fees payable by the Client, MMIHL provides the services as detailed in the Engagement Letter (the "**Services**") on the terms and conditions of these Standard Terms.

1.3. **Additional services:** If the Client provides additional instructions or requests additional services and MMIHL does not prepare an additional letter of engagement or vary the existing Engagement Letter, then these Standard Terms will apply to the additional services and the Engagement Letter will be automatically varied to include the additional services and the term "Services" is expanded to include the additional services.

1.4. **Commencement:** The Services will commence either on the date of the Engagement Letter or when MMIHL begins to provide the Services whichever is the earlier. The Services will continue until they have been delivered by MMIHL or those Services are terminated in accordance with these Standard Terms.

1.5. **Online requests:** MMIHL may make available a facility to enable Clients to request the Services online. Such facility may be a standalone request for Services or as part of a request for any online products or digital content which is non-legal. In those circumstances, any request via the website will be an offer to commission the Services and MMIHL will accept such offer upon written confirmation and retain the right to impose conditions on such acceptance. For the avoidance of doubt, acceptance of any monies by MMIHL as part of the online request is not deemed an acceptance of the offer. These Standard Terms will govern any online requests for Services that are accepted by MMIHL.

2. MMIHL SCOPE OF SERVICES, DUTIES AND OBLIGATIONS

2.1. MMIHL will provide the Services with reasonable due care and skill.

2.2. **Duty to Client:** MMIHL duty and responsibility is only towards the Client and does not extend any other person even if the Client's instruction is for the benefit of that person. Where the Client is acting as an agent for a declared principal then the declared principal may rely upon the advice provided the Client has notified the declared principal of these Standard Terms and Engagement Letter and accepts the limitations set out within those documents.

2.3. **Requests for Services:** MMIHL makes available a facility to request certain Services via its website. Any such request is considered an offer and subject to formal acceptance by MMIHL. MMIHL may reject any request or impose any conditions on its acceptance including an Engagement Letter.

2.4. **Service of Documents:** MMIHL does not accept service of any documents on the Client's behalf. If MMIHL receive any documents, then it will pass such documents to the Client at any address detailed in the Engagement Letter (including email) or such other address identified by the Client. MMIHL is not liable for any delay or failure to communicate due to circumstances beyond MMIHL's control or is required to act in any specific way outside of MMIHL's professional obligations.

2.5. **Documents and Storage:** Files and records (including emails) will be held for a reasonable period of time (no less than 6 years) from the date of the final invoice. MMIHL may scan documents and keep them in electronic form and if scanned then MMIHL may destroy the original. Files and records of MMIHL may be held by third-party storage facilities (including wholly online storage). The Client may request copies of any files or records or recovery of any files or documents and in these cases MMIHL may make a reasonable charge for copies. Any original documents of the Client which are held by MMIHL will be returned to the Client following completion of the Services and payment of all outstanding fees. MMIHL is entitled to retain all files and documents while any monies owed to MMIHL remain unpaid.

2.6. **No liability:** MMIHL will not be liable for any delay in performing or inability to perform the Services or obligations as a result of circumstances outside of MMIHL's control and includes any liability for compliance with MMIHL's obligations for money laundering, counter terrorism financing or sanctions legislation.

2.7. **Instructions:** MMIHL will take instructions from any person or persons identified in the

Engagement Letter or any other person authorised to provide instructions on behalf of the Client.

to the Client and be responsible for any of these third parties.

2.8. Email: MMIHL is entitled to correspond with the Client using email including updates and bills. MMIHL will use commercially reasonable procedures to check for viruses both before sending and for receiving email but cannot guarantee that such procedures will ensure virus free transmissions. It is acknowledged by the Client that email is not risk-free from viruses, interception, unauthorised access, delay, mis-routing, or breakdown of service providers (such as servers). MMIHL will monitor emails for regulatory and compliance purposes.

2.9. Anti-money laundering checks: MMIHL may be required to undertake due diligence concerning its clients both before the Engagement Letter, during and potentially after. MMIHL has the right to charge for these checks at cost (where a third party service provider is used) or based upon the hourly rates. MMIHL has a duty to report in cases where there is suspicion of money laundering, terrorist financing or breach of sanctions. MMIHL is entitled to disclose the results of any due diligence to the relevant authorities without notification to the Client or providing any reasons.

2.10. Conflicts of Interests: MMIHL will undertake checks to ensure that it does not have any conflict of interest in providing the Services to the Client. Where such checks reveal a conflict either before the commencement of the Services or after, then MMIHL may amend the Services to remove the conflict and/or be entitled to terminate the Services if the conflict can not be resolved. MMIHL will notify the Client where there is a possible conflict with a proposal to resolve the conflict.

2.11. Investment advice: MMIHL is not authorised by the Financial Service and Markets Act 2000 or by the Financial Conduct Authority to provide investment advice.

2.12. No Authority: Unless MMIHL been specifically authorised to do so by the Client:

- 2.12.1. MMIHL does not have any authority to incur any expenditure in the name of or for the account of the Client; and
- 2.12.2. MMIHL will not, hold itself out as having authority to bind the Client.

2.13. Support Services: MMIHL may at its own costs and expense use any third party to deliver any element of the Services or support MMIHL in the provision of the Services and it remains fully liable

3. CLIENT DUTIES AND OBLIGATIONS

3.1. The Client will:

- 3.1.1. provide prompt, clear, accurate and comprehensive instructions in English to MMIHL included any supporting documents, respond to any clarifications and provide updates to information where it changes; such instructions can be oral and the Client will confirm them in writing if requested to do so by MMIHL; and
- 3.1.2. provide such qualified and experienced personnel to discharge any obligations under these Standard Terms and enable MMIHL to deliver the Services.

3.2. Email, and other electronic communication: The Client will use commercially reasonable procedures to check for viruses both before sending and for receiving email and other forms of electronic communication such as texts or messaging services. The Client will also ensure that any notifications around changes in banking or use of alternative email addresses or telephone numbers are verified with MMIHL to ensure such communication is genuine. Such verification will be done before any monies are sent or confidential information are sent.

3.3. Anti-money laundering and compliance checks: The Client will provide such information that is reasonably requested and provide such assistance as necessary for MMIHL to undertake the due diligence and compliance checks. By way of example, MMIHL may require any or all of the following: proof of identity, address whether acting as an individual or as director of a corporate entity, certification of any document as true copies by a lawyer or notary, corporate records for ownership and corporate structure, identification of any beneficial ownership including percentages and voting rights, how any transaction is being funded along with proof. Where funds are being paid from an account other than owned by the Client then further due diligence may be required. The Client has a continuing obligation to provide any updates or corrections to any information it has provided throughout the duration of any Services. All personal data obtained by MMIHL will be governed in accordance with its privacy policy, available online or upon request.

3.4. Conflicts of Interests: The Client will inform MMIHL of any potential conflicts of interest that

may exist either upon demand by MMIHL or any point after the commencement of the Services.

3.5. No time of essence: Unless agreed in writing and signed by both parties, any dates, milestones or deadlines for the delivery of the Services will not be off the essence.

3.6. Authority of representatives: The Client warrants that its representative identified in the Engagement Letter (including any replacement or any person to whom that person has delegated responsibility) is properly authorised to act on behalf of the Client under these Standard Terms and bind the Client accordingly.

4. FEES AND EXPENSES

4.1. The fees: In consideration of the Services provided, the Client will pay the fees in accordance with the Engagement Letter. Unless fees are fixed fees, fees will be charged at hourly rates in 15minute units. All fees and rates are exclusive of VAT and payable in arrears. The Client will pay each invoice submitted by MMIHL within 30 (thirty) days of receipt or any other date or dates specified in the Engagement Letter.

4.2. Hourly rates: MMIHL reviews its rates yearly to be effective from 1 April and will notify the Client of any changes in the rates.

4.3. Fixed fees

4.3.1. Right to amend: Where the parties have agreed a fixed fee for the Services, then MMIHL will have the right to review such fixed fee i) where the Client varies the original request, specification or brief; ii) where relevant information was not provided at the date of any estimate or quote or came to light after the fixed fee was agreed and could reasonably have affected the fixed fee for the Services; iii) where the Client has not undertaken any of its duties or obligations either at all, in a timely manner or at a standard that either prohibits or delays MMIHL in providing the Services; or iv) where any agreed timetable has been extended through events beyond the control of MMIHL.

4.3.2. Notification: Where MMIHL is entitled to amend the fixed fee, then it will notify the Client in advance and agree any amended fixed fee; in these circumstances MMIHL will be entitled to suspend the Services until such fixed fee is agreed.

4.3.3. Right to charge: Where MMIHL is unable to agree in advance any amendment to the fixed fee but it would be unreasonable to suspend the Services (for example to meet any deadlines) then any work undertaken by MMIHL will be charged on an hourly basis either agreed in the Engagement Letter or MMIHL's standard rates in force from time to time.

4.4. Third party payment: Unless specifically agreed otherwise for example in the ordinary course of a transaction in which MMIHL is advising or from a guarantor, MMIHL will not accept payment of fees by a third party. Where payment of any fees is to be undertaken by a third party, the Client remains primary liable for the payment of such fees including any VAT element.

4.5. Bank transfer and cash: Payments of invoices will be by bank transfer. MMIHL does not accept cash or cheque as payment for any fees including any direct deposit by Client into the business account of MMIHL. MMIHL does not accept any credit or debit cards but may make available online payment via third-party services such as Paypal or Stripe who may offer such facilities.

4.6. Client account: MMIHL does not operate a client account.

4.7. Advance payment online: MMIHL makes available a facility to request certain Service via its own website and as part of this request, a payment may be required. Where payment is made then this is an advance payment for those Services and is subject to formal acceptance by MMIHL. Where MMIHL does not accept the request, then a full refund will be made.

4.8. Disbursements and other charges: Any disbursements such as barristers' fees or other third party advisers will be charged at cost where MMIHL directly instructs them. MMIHL may require an advance payment before incurring such fees. MMIHL may charge for photocopying or printing (whether in black and white or colour) either by the page or based on an hourly rate where such printing or photocopying is significant either in volume and/or time needed to undertake it. Any third party costs of printers shall be passed on at cost plus a reasonable administrative fee. Other costs such as bank charges for telegraphic transfers, or fees for company searches will be passed on at cost plus a reasonable administrative fee.

4.9. Expenses and Travel: MMIHL is responsible for expenses and included in the fees unless agreed otherwise in the Engagement Letter. Any reimbursable expenses will be agreed in advance and MMIHL will provide proof of expenditure. Travel may be charged at 50% of the hourly rate unless waived by MMIHL.

4.10. Right to invoice: Unless agreed otherwise in Engagement Letter (for example in relation to deliverables, agreed timetable or milestones), MMIHL is entitled to raise an invoice in arrears on the last day of each month (or soon thereafter). MMIHL will give details of how the fees accrued during the relevant invoice period, the Services provided, the fee payable (plus VAT) and any agreed expenses.

4.11. Rights for non-payment: In the event that any invoice or invoices remain unpaid for longer than thirty (30) days after the credit period permitted for payment then MMIHL is entitled to i) suspend the Services, until such invoices are paid and for such period as MMIHL deems reasonable taking into account the value of the unpaid invoice or invoices and any historic delays; and/or ii) charge interest at 8% per annum on the outstanding invoices from date of due payment.

4.12. No set-off: The Client is not entitled to delay, set-off or withhold payment of the fees payable other than for any genuine dispute over standard of the Services, any acceptance of deliverables or the time incurred is disputed and in those situations the Client will pay such amount of the invoice with which is not in dispute.

5. CONTRACT MANAGEMENT AND COMPLAINTS

5.1. From time to time, the parties will meet to discuss how the Services are being delivered, any disputes or complaints by either party and any other issue regarding these Standard Terms.

5.2. The Client acknowledges that it does not have rights to make a complaint to the Solicitors Regulation Authority about the Services provided by MMIHL. The Solicitors Regulation Authority will consider complaints about the professional conduct of any solicitor at MMIHL. Where the Client complaints is specifically in relation to any solicitor in his capacity as solicitor and the standard of service, then the Client does have the option of making a complaint to the Legal Ombudsman.

5.3. Where the Client has a complaint, then it should be raised directly with MMIHL either at any contract management meeting or otherwise; such complaint

may be made in writing (including email) or verbally and the Client should provide as much information as possible to enable MMIHL to consider and respond to such complaint.

5.4. Where MMIHL agrees to such complaint then it will rectify or remedy such Services and/or deliverables at its own costs and expenses. If not, then the parties will then discuss, including to meet in person or online if need be, to resolve such complaint and MMIHL will provide a response to such complaint within a reasonable period of time following such discussion or meeting.

6. CONFIDENTIAL INFORMATION AND LEGAL PRIVILEGE

6.1. MMIHL is under professional and legal obligations of confidentiality in relation to the Services and information that is received by MMIHL during the course of providing the Services.

6.2. MMIHL may disclose such confidential in the following circumstances:

- 6.2.1. for the purpose of the Services including, without limitation, disclosures to the Client's other advisers or to banks, financial institutions and other third parties involved in the Services;
- 6.2.2. to auditors or regulatory body of MMIHL for the purposes of the audit of its accounts, records and files;
- 6.2.3. to MMIHL's professional indemnity insurers in accordance with their requirements (which may include communications which would ordinarily be protected by legal professional privilege);
- 6.2.4. for the purposes of complying with obligations under any anti-money laundering, counter terrorist financing, cross border transaction reporting, sanctions or other laws;
- 6.2.5. where in MMIHL's reasonable opinion, it considers it is required to do so from time to time by law or court of competent jurisdiction; or
- 6.2.6. to assist with the management of MMIHL business including recovery of unpaid bills and for the purpose of outsourcing any of MMIHL support services, provided any person to whom such disclosure is made will be required to maintain the confidentiality of the information.

6.3. Legal Privilege: Under English law communications between a lawyer, acting in his or her capacity as a lawyer, and a client are privileged

if they are both confidential and made for the purpose of seeking or giving legal advice (legal advice privilege). Confidential communications between a lawyer and a client, a lawyer and an agent or a lawyer and a third party will also be privileged if they are made after litigation proceedings have commenced or are reasonably in prospect and the communications are for the sole or dominant purpose of litigation (litigation privilege). If it is necessary for MMIHL to communicate with third parties on the Client's behalf, those communications are unlikely to be privileged unless litigation privilege applies. Where legal advice privilege is concerned, the courts may treat individuals within an organisation as external third parties if they are not involved in the giving of instructions or in the seeking, obtaining or receipt of advice from MMIHL. If the Client disseminates privileged documents, either internally or externally, privilege may be lost.

6.4. The Client acknowledges that in the course of the agreement it will have access to confidential information of MMIHL and the Client agrees keep such information confidential and not disclose or make available the results of the Services except:

- 6.4.1. where MMIHL has consented to such disclosure either in the Engagement Letter or in writing;
- 6.4.2. where required by law;
- 6.4.3. where the Client is a member of a group of companies to other members of the group;
- 6.4.4. to other professional advisers

provided always that the Client informs the recipient of such information that MMIHL does not assume any liability or duty to the recipient and there is no disclosure beyond the recipient.

7. DATA PROTECTION

7.1. MMIHL and the Client will comply with the Data Protection Act 2018 and the General Data Protection Regulations both applicable in the UK and in European Union if applicable (the "**DP Laws**") including notifications to the applicable regulatory authority, processing of any personal data that is lawfully provided by one party to the other in accordance with the DP Laws and to enable each party to discharge their obligations under the relevant Engagement Letter. Neither party will though any act or omission cause the other party to be in breach of the party's obligations under the DP Laws.

7.2. The parties may agree a data processing or data sharing agreement that sets out the scope, nature

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and purpose of the sharing or processing of data by the parties, and the types of personal data (as defined in the Data Protection Act 2018). In which case, the provisions of the data agreement take precedence over this clause 7.

7.3. MMIHL will be acting as data controller in relation to any personal data provided by the Client and in order to deliver the Services in accordance with the Client's instructions, including MMIHL's professional duties and obligations around confidentiality and with the DP Laws. MMIHL will implement appropriate organisational and technical security measures to protect against unauthorised or unlawful processing of the personal data and its accidental loss or damage. MMIHL's privacy policy explains what personal data is collected and the purposes it is used for along with rights of the individual. It is available here: <https://mmihl.co.uk/privacy-policy/>. A hard copy is available upon request. If need be the Client will make this available to any individual or individuals about whom personal data has been provided to MMIHL.

7.4. Where MMIHL provides personal data then the Client will only process that personal data in accordance with the instructions of MMIHL and the purposes for which it was provided.

7.5. The personal data processed by MMIHL may be transferred to third parties for both the delivery of the Services and the provision of services generally including personal data being held by third party server and data storage providers. The personal data will retained for as long as required by the DP Laws, the professional regulations, insurance bodies or other business customs and may be destroyed at the expiry of such periods. It is acknowledged by the Client that electronic records that contain personal data of the Client may be stored indefinitely.

7.6. The Client will indemnify MMIHL on demand both during and after the provision of the Services against any costs, expenses, fines or losses that may be incurred as a direct or indirect result of having received and/or dealt with requests relating to the exercise of any data subject rights by third party individuals who are connected with the Client or as part of the provision of Services by MMIHL.

8. INTELLECTUAL PROPERTY

8.1. **Definition:** For the purposes of this clause 8 the term "**IPR**" means: all intellectual property rights including patents, utility models, rights to inventions, copyright and neighbouring and related

rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. “**MMIHL IPR**” and “**Client IPR**” will be construed accordingly.

8.2. Retained Ownership: Except as set out in this clause 8 and expressly agreed by the parties, neither party assigns, licences or otherwise transfers any IPR to the other party IPR any IPR that existed prior to the commencement of these Standard Terms or created during and after the expiry or termination of these Standard Terms.

8.3. Retained rights in know-how: Each party will be entitled to use in any way it deems fit any skills, techniques or know-how acquired or developed or used in connection with these Standard Terms provided always that such skills, techniques or know-how do not infringe the other party’s IPR or breach the confidentiality of the other party’s confidential or proprietary information.

8.4. Licence of Client IPR for Services: The Client grants a time-limited, exclusive, non-transferable, licence of Client IPR that is required by MMIHL to enable MMIHL to perform the Services and/or provide the deliverables. Such licence will automatically terminate at the end of these Standard Terms or upon payment for the deliverables whichever is the later date.

8.5. Licence of MMIHL IPR in deliverables: MMIHL grants a perpetual, non-exclusive, transferable, royalty-free licence to use the MMIHL IPR which forms part of the deliverables and to be used by the Client for its own commercial purposes. Such licence will come into effect upon payment of all outstanding fees or upon delivery of the deliverables whichever is the later.

8.6. Use of Client trademark: The Client grants to MMIHL a limited right to use the main logo or trademark of the Client strictly for the purposes of marketing of MMIHL’s own business and if applicable crediting ownership of any Client IPR; the Client will provide the same upon request.

8.7. Content: MMIHL may from time to time use tasks that were undertaken for the Client for certain articles, blog entries, know-how and checklist (collectively known as “**Content**”). Content may be published on the websites (and used for commercial and non-commercial purposes) of MMIHL or in print provided no confidential or proprietary information of the Client or personal data of the Client is used. Further the Client will not be identified in any Content without the express prior written consent of the Client.

8.8. MMIHL will:

- 8.8.1. whenever requested to do so by the Client and in any event on the termination of these Standard Terms, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the deliverables and the process of their creation which are in its possession, custody or power; and
- 8.8.2. not to register nor attempt to register any of the Client IPR unless requested to do so by the Client.

9. EXCLUSION AND LIMITATION OF LIABILITY

9.1. Limitation of liability: MMIHL liability for loss or damage attributable to its negligence, breach of contract, misrepresentation or otherwise (but not in respect of fraud, fraudulent misrepresentation, death or personal injury) shall not exceed the level of professional indemnity insurance in force at the date of the claim and per single originating cause. The limitation of liability shall apply to each and every subsequent matter on which MMIHL provides services.

9.2. Exclusion of indirect losses: Neither party will be liable to the other for any claim for any indirect or consequential losses including to loss of profits or revenue, loss of sales or business, loss of agreement or contracts, loss of anticipated savings or tax mitigation, loss of or damage to goodwill, loss of use or corruption of software, data or information.

9.3. Third party advisers: MMIHL is not liable for any advice or services provided by third party advisers or any act or omission of the third-party adviser even if such adviser was suggested or recommended by MMIHL.

9.4. Non-exclusion of liability: Nothing in these Standard Terms or clause 9 limits or excludes

liability for death or personal injury as result of its negligence or fraud or fraudulent misrepresentation or any other matter than cannot be excluded by law.

- 9.5. The Client acknowledges that in the event of a potential claim for monies owed by MML then it cannot make such a claim against the SRA Compensation Fund as MMIHL is not regulated by SRA.

10. TERMINATION

- 10.1. **No-fault termination right:** Either party may terminate these Standard Terms for any reason and without liability by giving no less than one week's written notice to the other party.

- 10.2. **Fault-based termination right:** Either party may terminate the agreement with immediate effect without notice and without any liability under these Standard Terms (other than in respect of amounts accrued before the date of termination) if at any time:

- 10.2.1. either party commits any material or repeated breach or non-observance of any of the provisions of these Standard Terms and fails to rectify such breach within a reasonable period of time following written notice of breach;
- 10.2.2. either party, in the reasonable opinion of the other party is negligent or incompetent in the performance under these Standard Terms;
- 10.2.3. either party makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the party;
- 10.2.4. commits any fraud or dishonesty or acts in any manner which in the opinion of the party brings or is likely to bring the other party into disrepute or is materially adverse to the interests of the that party; or
- 10.2.5. either party commits any breach of the Client's policies and procedures.

- 10.3. **Right to terminate for non-payment:** In addition to MMIHL's right to suspend in clause 4.9, MMIHL is also entitled to terminate these Standard Terms in the event any invoice remains unpaid for longer than thirty (30) days after the due date for payment.

10.4. Right to terminate for force majeure:

- 10.4.1. For the purposes of this clause 10.4, a "**force majeure event**" means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under these Standard Terms but expressly excludes an inability to pay.
- 10.4.2. A party will not be liable if delayed in or prevented from performing its obligations under these Standard Terms due to a force majeure event, provided that it promptly notifies the other of the force majeure event and its expected duration, and uses reasonable endeavours to minimise the effects of that event.
- 10.4.3. If, due to force majeure event, a party is or is likely to be unable to perform a material obligation; or is or is likely to be delayed in or prevented from performing its obligations for a continuous period of more than thirty (30) days, then either party may terminate these Standard Terms on not less than four (4) weeks' written notice.

- 10.5. **Consequences of termination:** On the date of termination MMIHL will i) deliver to the Client all equipment provided by the Client and any confidential or proprietary information which is in its possession or control; and ii) subject to the Client's data retention guidelines and where reasonably possible, irretrievably delete any information relating to the business of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its possession or under its control and outside the premises of the Client.

11. GENERAL

- 11.1. **Defined terms:** The following words and expressions will have the following means:

- 11.1.1. **Engagement Letter:** the letter signed by both parties detailing the proposed services or an email chain where the parties have reached agreement on the proposed services where there is an established relationship.
- 11.1.2. **Client:** the recipient of the Engagement Letter and identified within.
- 11.1.3. **MMIHL:** means Musmus Limited
- 11.1.4. **Services:** the services that are detailed in the Engagement Letter
- 11.1.5. **Standard Terms:** these terms and conditions which are in force from time to time.

11.2. Interpretation: In these Standard Terms, a reference to i) this '**agreement**' includes its Engagement Letters, the Standard Terms and any appendices or annexes; ii) a '**party**' includes that party's representative, its contractors, officers, agents, employees, successors and permitted assigns; iii) a '**person**' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns; iv) to words such '**include**', '**includes**', '**including**', '**in particular**', '**for example**' or any similar words and expressions and the words that follow these will be construed as illustrative only and will not limit the sense of any word, phrase, term, definition or description preceding those words; v) any obligation on a party not to do something includes an obligation not to allow that thing to be done; vi) to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time; and vi) the headings to paragraphs (including in the sub-clauses and paragraph) in the Engagement Letter and these Standard Terms are to be ignored in construing the paragraphs.

11.3. Relationship: Nothing in these Standard Terms is intended to, or is deemed to, establish any partnership or joint venture between the parties, constitute any party as the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person. The relationship of MMIHL to the Client is that of independent service provider and nothing in these Standard Terms renders it an employee, worker, agent or partner of the Client and MMIHL will not hold itself out as such. This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly MMIHL is fully responsible for income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with these Standard Terms and the performance of the Services.

11.4. Non-waiver: No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under these Standard Terms will operate as a waiver of that right, power or remedy, nor will it preclude or restrict any future exercise of that or any other right, power or remedy. No single or partial exercise of such right, power or remedy will prevent or restrict the further exercise of that or any other right, power or remedy. Any waiver of any

right, power, remedy or breach of these Standard Terms will only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

11.5. Variation: MMIHL retains the right to amend these Standard Terms at any time. Any amendment will be notified to the Client who will have the right to terminate it does not accept any amendment. Save for this right, no other variation or amendment to this agreement will be effective unless such variation or amendment is in writing and agreed by both parties.

11.6. Third party rights: A person who is not a party to these Standard Terms does not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Standard Terms. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these Standard Terms are not subject to the consent of any other person.

11.7. Entire agreement: The Engagement Letter(s), with these Standard Terms and any other terms agreed in writing, and documents referenced herein constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.8. Law & Jurisdiction: This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Standard Terms or its subject matter or formation (including non-contractual disputes or claims).

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