

## Radius Collaborate • Special Terms

### 1 About Radius Collaborate & the Special Terms

- 1.1 **Radius Collaborate** is a service provided by Radius Law Limited (**Radius Law**) incorporated in England. Our registered company number is 08435885 and our registered office address is Kinetic Business Centre, Theobald Street, Elstree, England, WD6 4PJ. Radius Law provides legal and other services in England and Wales and is authorised and regulated by the Solicitors Regulation Authority (**SRA**). Our SRA number is 597433.
- 1.2 Each **Radius Collaborate** project (**Project**) requires us always to take our instructions from at least two parties who are generally business partners. If you and your business partner(s) each wish to use **Radius Collaborate** and we accept your instructions, we do so subject to Radius Law's general Engagement Terms, to which these Special Terms & Conditions (the **Special Terms**) are attached.
- 1.3 Definitions used in the Engagement Terms also apply to the Special Terms and the Special Terms amend some aspects of the Engagement Terms. Both the amended Engagement Terms and the Special Terms will apply to each Project. If there is any conflict between a provision of the Engagement Terms and the Special Terms the relevant Special Terms provision will apply.

### 2 Your instructions & our advice

- 2.1 Section 2 of the Engagement Terms applies in its entirety to any **Radius Collaborate** Project, save that:
  - 2.1.1 each partner in a Project will be our **client** and all clients involved in a Project will together be our **joint clients** (also referred to in these Special Terms as the **Project Partners**);
  - 2.1.2 if any Project Partner(s) fail to make payment of our fees, we will be entitled to require any one or more of the other Project Partners to pay the whole of those fees, regardless of any allocation of fees agreed in the context of the Project itself; and
  - 2.1.3 where Project Partners (or any of them) provide us with information, or a third party does so on behalf of any Project Partner, we will be entitled to rely on that information. We have no duty to check the accuracy of any information supplied unless we have been asked to do this.
- 2.2 The role of Radius Law and its lawyers in any **Radius Collaborate** Project is to *explain* relevant aspects of the law and any suggested contractual terms to *all* Project Partners together; we will also suggest options and alternatives where appropriate. We will not *advise* any of our joint clients separately and will *only* discuss things with all other Project Partners present. You acknowledge this and you also agree that the fundamental objective of any **Radius Collaborate** Project is to ensure that all Project Partners can begin (or continue) their Project:
  - 2.2.1 on contractual terms which are transparent to all parties;
  - 2.2.2 as quickly and cost-effectively as possible;
  - 2.2.3 for the ultimate benefit of all parties;
  - 2.2.4 whilst establishing (and maintaining) good working relationships.
- 2.3 You further acknowledge and agree that, with section 2.2 particularly in mind, if any Project Partner withdraws its permission for us to disclose information to other Project Partners during the course of a **Radius Collaborate** Project (the permission granted under section 3.2 of these Special Terms), or if a conflict of interest arises between Project Partners, we may need to terminate access to the **Radius Collaborate** Project and discontinue provision of our services to some or all Project Partners. We will only do this after discussion with all Project Partners together. In this instance the Project Partners will be responsible for our fees up to the date of termination.
- 2.4 Whilst we will continue to provide impartial, independent advice on the contract's interpretation on an ongoing basis and will be more than happy to assist in the interpretation of the contract (subject to payment of our fees), we will in no circumstances act for any Project Party in legal proceedings against another, nor can we act as a witness if there should be a dispute of any kind.

### 3 Confidentiality

- 3.1 Section 3 of the Engagement Terms applies in its entirety to any **Radius Collaborate** Project, save that since **Radius Collaborate** Projects operate by fully involving *all* Project Partners throughout *all* stages needed to conclude a final written contract, reflecting mutually agreed terms of business, this is only possible if each Project Partner acknowledges and accepts that: (a) any and all information disclosed to Radius Law by any Project Partner will **always** be shared with all other Project Partners, and (b) Radius Law will **never** engage in any 'private' conversation about the Project with any individual Project Partner. Subject to this and to the further exceptions detailed at section 3.2 of the Engagement Terms, Radius Law will keep confidential any confidential information which it acquires about the business and affairs of each of its joint clients.
- 3.2 Should there be confidential information you would not wish Radius Law to share with other Project Partners, you agree that you will simply not disclose to or share such information with Radius Law at all. Where information is shared with us, you agree to allow us to disclose such information about you, your organisation, or your part in the Project (all of which we would otherwise be prohibited from disclosing), to all other Project Partners.

### 4 File-closing (document storage, retention & retrieval)

At the end of your **Radius Collaborate** Project we will close our file. As detailed at section 4 of the Engagement Terms (which applies in its entirety to any **Radius Collaborate** Project), we only store files digitally; original documents will be scanned, archived, and securely destroyed as part of the file-closing process. Please see section 4 of the Engagement Terms for further information about how you can request the return/retention of any original documents at the end of the Project.

### 5 Our Liability to You

- 5.1 Section 5 of the Engagement Terms applies in its entirety to any **Radius Collaborate** Project, save that:
- 5.1.1 the **Radius Collaborate** service is only for the benefit of our joint clients and solely for the purpose of the Project to which it relates. It may not be used or relied on for any other purpose or by third parties. Our duty of care is to you as our client and joint client only and does not extend to any third party. Any rights under the *Contracts (Rights of Third Parties) Act 1999* are excluded; and
- 5.1.2 our total liability to all Project Partners together (and to any other party we have agreed in writing may rely on our advice) is limited to £3,000,000. This limit applies to all claims against us which are related in any way to a **Radius Collaborate** Project.

### 6 Anti-Money Laundering

Section 6 of the Engagement Terms applies in its entirety to any **Radius Collaborate** Project, save that if we agree to start work before all Project Partners have provided all requested identity documents and these are not subsequently provided within a reasonable time, we reserve the right to stop providing **Radius Collaborate** or any other service, to any or all Project Partners, until all requested documents have been provided.

### 7 Client Funds, Fees, Termination, etc.

Sections 7-13 of the Engagement Terms will apply in their entirety to any **Radius Collaborate** Project save that, if access to the **Radius Collaborate** Project is terminated for one or more Project Partners for one of the reasons given at section 2.3, unless agreed otherwise in writing by all parties and accepted by us:

- 7.1.1 we will invoice each Project Partner for an equal share of our fees arising and payments made or committed up to the date of termination. Nonetheless, we may, as provided at section 2.1.2, be entitled to require any one or more of the other Project Partners to pay the whole of those fees; and
- 7.1.2 any Project Partner exiting a **Radius Collaborate** Project will be invoiced separately for services necessary in connection with any transfer of the matter to another adviser. Such services will be charged in accordance with our hourly rates prevailing at the relevant time.

## 8 Guarantee

8.1 Section 14 of the Engagement Terms will apply in its entirety to any **Radius Collaborate** Project, save that if any Project Partner is a limited company or limited liability partnership and the Engagement and Special Terms are agreed to by a person who, at the time of engaging us, is a director, partner, or shareholder of that Project Partner, that person will be a Guarantor. The Guarantor guarantees to us that:

8.1.1 the Project Partner will perform all its obligations under the Engagement and Special Terms; and

8.1.2 if the Project Partner fails to pay any fees owed to us, that he or she will personally and promptly pay those fees.

## 9 General

Sections 15 and 16 of the Engagement Terms will apply in its entirety to any **Radius Collaborate** Project, save that references to the **Engagement Terms** will be deemed also to include reference to these Special Terms.