

Gallo and Gallo Developments Limited
43 Inverleith Row
Edinburgh
EH3 5PY

For the attention of: Riccardo Gallo

Date: 15/11/2022

Personal

Dear Riccardo,

Sole Selling Rights Terms of Engagement

Thank you for requesting Knight Frank LLP (“**we**”, “**us**”, “**our**”) to act exclusively on your behalf in the disposal of the below detailed Property (the “**Appointment**”).

We are writing to confirm the agreed terms of engagement for undertaking the Appointment, which comprise this letter of engagement (this “**Letter**”) together with the enclosed General Terms of Business (the “**General Terms**”) and also to provide you with certain information required by the Estate Agents Act 1979. This Letter and the General Terms (together, the “**Agreement**”) exclude any other terms which are not specifically agreed by us in writing. To the extent that there is any inconsistency between this Letter and the General Terms, this Letter shall take precedence.

1. Client

Our client for this instruction is Gallo and Gallo Developments Limited (the “**Client**”, “**You**”, “**Your**”).

2. Property

We are instructed to dispose of the four residential units (each a “**Property**”) which will be constructed at the Hamilton Road Development (the “**Development**”).

By entering into the Agreement, you represent that you have the authority to dispose of the Properties, to instruct us to act in the Appointment, and to pay our fees.

3. Term

Our Appointment will commence on the 15/11/2022 and will continue until terminated by either party upon giving not less than 28 days’ notice in writing (the “**Term**”).

Please see clause 20 of our General Terms, which details the consequences of termination of the Agreement. Termination of our Appointment by either party shall not prejudice the rights we have accrued up to the date of termination.

4. Fees

Sole Disposal Rights

You will be liable to pay a commission fee (the “**Commission Fee**”) to us in each of the following circumstances:

- (a) if missives, whether conditional or unconditional, for the sale of a Property are concluded during the Term, even if the purchaser was not found by us but by another agent or by any other person including yourself; or

Knight Frank, Residential Development
55 Baker Street, London, W1U 8AN
+44 20 7629 8171

knightfrank.co.uk

Your partners in property

Knight Frank is the trading name of Knight Frank LLP. Knight Frank LLP is a limited liability partnership registered in England and Wales with registered number OC305934. Our registered office is at 55 Baker Street, London W1U 8AN where you may look at a list of members’ names. If we use the term ‘partner’ when referring to one of our representatives, that person will either be a member, employee, worker or consultant of Knight Frank LLP and not a partner in a partnership.

- (b) if missives, whether conditional or unconditional, are concluded for the sale of a Property within 12 months of the expiry of the Term but to a purchaser who was introduced to you during the Term (even if the purchaser was not found by us but by another agent or by any other person including yourself) or with whom we had negotiations with about the Property during the Term.

Commission Fee

The above-detailed Commission Fee will be 0.95% (plus VAT) of the Gross Sale Price (as defined in clause 12 of the General Terms) (the "**Commission Fee**"). 50% of the fee is due on conclusion of missives with the remaining 50% due on completion. This fee is to include all pre-sale advice, valuations, development branding, marketing, sales negotiation and sale progression until missives are concluded only. All marketing costs are payable in advance.

Development Sale

We are instructed to dispose of Properties within the Development only, however, should a Development Disposal take place our Commission Fee will be 0.5% of the Gross Sale Price excluding VAT which shall be payable at the prevailing rate.

The phrase "**Disposal of the Development**" means the disposal of the heritable, leasehold or any other interest in the Development and shall be deemed to include any transaction where 50% or more of the Development (or the developable area of the Development) is transferred, including by an agreement for lease or a licence to occupy, option agreement, a transfer into a joint venture, by entry into a development agreement or development licence and/or the disposal by way of sale of shares in a company that owns the Development. A transfer of the Development to a subsidiary (within the meaning of s.1159 of the Companies Act 2006) will not incur a fee, however, should that subsidiary then dispose of the Development, in accordance with the above the Commission Fee will be payable. In the event of us, introducing a party to you who purchases any property other than the Property, this Agreement shall be deemed to apply to that transaction.

Timing of Payments

All fees and any unpaid costs are due and payable on exchange of contracts for the sale of the relevant Property ("**Exchange**"). This notwithstanding, 50% of our Commission Fee will payable upon conclusion of missives and the 50% balance shall be payable on the earlier of completion, or a date 1 year after Exchange (whichever is sooner).

Failed Completion

If completion does not take place for reason of default of the purchaser, we shall forgo payment of the 50% proportion of our Commission Fee due on completion (we shall, for the avoidance of doubt, remain entitled to the 50% proportion due on Exchange). However, should completion not take place for any other reason, we shall be remain entitled to the 50% proportion of our Commission Fee originally due on completion, such fee shall be payable within 14 days of termination of the relevant sales contract.

If, following a failed completion, the relevant Property is subsequently sold; we shall be due our full Commission Fee, irrespective of any such fee paid previously in respect of any failed transaction.

5. Additional Costs

In addition to our fees as detailed above you may be charged expenses and disbursements which will be payable on submission of our invoice.

Prior to our incurring any further expenses or disbursement, we will send you a letter and/or email and/or schedule for your agreement. Where we give an estimated figure this is intended as a guide and you will be charged the actual cost price.

6. Additional Services

We are engaged as your disposal agents only; accordingly, we do not normally provide building surveys, environmental or other technical surveys or formal 'Red Book' valuations. Should you require these services we are able to provide them, however, such work will be subject to separate terms of business and subject to a separate fee.

You acknowledge that any buyer may instruct us with regard to the provision of our services, which may include (but shall not be limited to):

- The sale and purchase of property (but not a Property);
- The rental and/or management of a Property;

- The provision of financial services (which may be offered through a subsidiary or separate group undertaking);

The provision of any such services to a purchaser shall be subject to our obligation to avoid conflicts of interest, as articulated below.

7. Conflicts of interest

Clause 18 of the General Terms contains information concerning conflicts of interest. We confirm that (as at the date of this letter) we do not have any material connection, or involvement, giving rise to a conflict of interest and are in a position to provide an objective service.

8. Limitation of Liability

Clause 3 of our General Terms limits our liability under this instruction.

In particular please note that pursuant to clause 3.1, our maximum total liability for any direct loss or damage whether caused by our negligence or breach of contract or otherwise is limited to the higher of £1 million or ten times our fee under this instruction.

We will not be liable for any loss of profits or for indirect or consequential losses of any kind.

Nothing in the Agreement shall exclude or limit our liability in respect of fraud, or for death or personal injury caused by our negligence or negligence of those for whom we are responsible, or for any other liability to the extent that such liability may not be so excluded or limited as a matter of applicable law.

9. Acceptance

Please will you sign and return a copy of this Letter and the enclosed General Terms. Your attention is drawn to the "Important Notice" in the General Terms. If you have any questions regarding this Letter and/or the terms of the agreement between us please let us know before signing the relevant documents or otherwise giving us instructions to proceed.

Thank you for instructing Knight Frank LLP.

Yours faithfully

Neil Scott

Partner, New Homes Department
(For and on behalf of Knight Frank LLP)
Neil.scott@knightfrank.com
Direct Line: 0131 222 9620

Enclosed: General Terms



Signed for and on behalf of Gallo and Gallo Developments Limited



Date

General Terms of Business

These terms of business (the “**General Terms**”) and our engagement letter (the “**Letter**”) together form the agreement between us (the “**Agreement**”). They also give certain information required by the Estate Agents Act 1979 and its regulations. To the extent there is inconsistency between the Letter and these General Terms, the Letter shall take precedence.

References to “**you**”, “**your**” etc. are to persons or entities who are our client and/or to any persons relying or purporting to rely on our services (including any nominee, or attorney, or yours nominated to acquire or dispose of the Property).

Unless the context otherwise requires, all other terms and expressions used but not defined herein shall have the meaning ascribed to them in the Letter. In these General Terms, the word “**Property**” shall have the meaning ascribed to it in the Letter, but shall, if the context requires, also mean the “**Development**”. Any words following the terms “**including**”, “**in particular**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

All of the terms set out in these General Terms shall survive termination of the Agreement.

1. Knight Frank

- 1.1 Knight Frank LLP (“**Knight Frank**”, “**our**”, “**us**”, “**we**”) is a limited liability partnership with registered number OC305934; this is a corporate body which has *members* and not *partners*.
- 1.2 Our registered office is at 55 Baker Street, London W1U 8AN where a list of members may be inspected.
- 1.3 Any representative of Knight Frank described as partner is either a member or an employee of Knight Frank and is not a partner in a partnership. The term *partner* has been retained because it is an accepted way of referring to senior professionals. The term “**Knight Frank Person**” shall, when used herein, mean any member, employee, *partner* or consultant of Knight Frank.
- 1.4 Our VAT registration number is 238 5156 53.
- 1.5 The details of our professional indemnity insurance specified in the Provision of Services Regulations 2009 will be provided to you on request by Secretariat & Pensions.
- 1.6 Knight Frank is registered for regulation in the United Kingdom by the Royal Institution of Chartered Surveyors (“**RICS**”). In accordance with our obligations as a member of RICS it may be necessary to disclose our files, including the Agreement, to RICS. By instructing us you give us your permission to do so. Where possible we will give you prior notice before making any such disclosure, although, this may not always be possible. We will use reasonable endeavours to limit the scope of any such disclosure and to ensure any disclosed documents are kept confidential.
- 1.7 As required by RICS, a copy of our complaints procedure is available on request.
- 1.8 We are supporters of the Leasing Code as applied to new leases.

2. Governing law and jurisdiction

- 2.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with Scottish law.
- 2.2 The courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. This will apply wherever the relevant property or the client, or any relevant third party, is located or the service is provided.

3. Limitations on liability

- 3.1 Subject to clause 3.8, our maximum total liability in connection with or arising out of this Agreement and/or its subject matter is limited to the higher of £1 million or ten times our fee as set out in the Letter.
- 3.2 Subject to clause 3.8, we will not be liable for:
 - 3.2.1 any loss of profits;
 - 3.2.2 any loss of data;
 - 3.2.3 any loss of chance;
 - 3.2.4 any loss of goodwill; or
 - 3.2.5 any indirect or consequential loss of any kind;
- 3.3 Our liability to you shall be reduced to the extent that we prove that we would have been able to claim a contribution pursuant to the Law Reform (Miscellaneous Provisions) (Scotland) Act 1940 from one or more of the other professionals instructed by you in relation to any relevant property and/or the Purpose (and in each case if, as a result of an exclusion or limitation of liability in your agreement with such professional, the amount of such contribution would be reduced, our liability to you shall be further reduced by the amount by which the contribution we would be entitled to claim from such professional is reduced).
- 3.4 Subject to clause 3.8, any limitation on our liability will apply however such liability is or would otherwise have been incurred, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise.
- 3.5 Except as set out in clauses 3.6 below no third party shall have any right to enforce any of the terms of this Agreement, whether under the Contracts (Third Party Rights) (Scotland) Act 2017 or otherwise.
- 3.6 No claim arising out of or in connection with this Agreement may be brought against any Knight Frank Person. Those individuals will not have a personal duty of care to you or any other person and any such claim for losses must be brought against Knight Frank. Any Knight Frank Person may enforce this clause under the Contracts (Third Party Rights) (Scotland) Act 2017 but the terms of this Agreement may be varied by agreement between the client and Knight Frank at any time without the need for any Knight Frank Person to consent.

- 3.7 No claim, action or proceedings arising out of or in connection with the Agreement and/or any advice provided pursuant to it shall be commenced against us after the expiry of the earlier of (a) five years from the date of completion of the sale and purchase of the Property, or (b) any limitation period prescribed by law.
- 3.8 Whether or not specifically qualified by reference to this clause, nothing in the Agreement shall exclude or limit our liability in respect of fraud, or for death or personal injury caused by our negligence or negligence of those for whom we are responsible, or for any other liability to the extent that such liability may not be so excluded or limited as a matter of applicable law.
- 3.9 You are appointing us only as your estate agents. The scope and standard of our responsibility is limited accordingly.
- 4. Disclosure and retention of documents**
- 4.1 The provision of our services is for your benefit only. Neither the whole or any part of any report or document we prepare for you nor any reference thereto may be included in any published document, circular or statement nor published in any way whatsoever whether in hard copy or electronically (including on any website) without our prior written approval of the form and context in which it may appear. Any such documents may only be used and otherwise relied on for the specific purpose for which they were prepared. We accept no liability for any losses of any kind arising from the use of documents other than for their intended purpose or by persons other than you.
- 4.2 Notwithstanding any statement to the contrary in the Agreement, you may disclose documents to the minimum extent required by any court of competent jurisdiction or any other competent judicial or governmental body or the laws of England.
- 4.3 Where permission for the publication of documents is given neither the whole or any part thereof nor any reference thereto may be used in any transaction that may have the effect of exposing us to liability for actual or alleged violations of the Securities Act 1933 as amended, the Securities Exchange Act of 1934 as amended, any state Blue Sky or securities law or similar federal, state provincial, municipal or local law, regulation or order in either the United States of America or Canada or any of their respective territories or protectorates (the "**Relevant Securities Laws**"), unless expressly authorised to do so in writing by us and in each case expressly referring to the Relevant Securities Laws.
- 4.4 You agree that we, and/or any Knight Frank Person, may be irreparably harmed by any breach of the terms of this clause 4 and that damages may not be an adequate remedy. Accordingly, you agree that we and/or any Knight Frank Person may be entitled to the remedies of injunction or specific performance, or any other equitable relief, for any anticipated or actual breach of this clause.
- 4.5 Although certain documents may legally belong to you, we intend to destroy correspondence and other papers which are more than six years old, except for documents which we consider to be of continuing significance. If you want us to retain any particular documents you must instruct us accordingly in writing.
- 5. Knight Frank network**
- 5.1 Knight Frank LLP is a member of an international network of independent firms which may use the "Knight Frank" name and/or logos as part of their business name and operate in jurisdictions outside the United Kingdom (each such firm, an "**Associated Knight Frank Entity**").
- 5.2 Unless specifically agreed otherwise, in writing, between you and us: (i) no Associated Knight Frank Entity is our agent or has authority to enter into any legal relations and/or binding contracts on our behalf; and (ii) we will not supervise, monitor or be liable for any Associated Knight Frank Entity or for the work or actions or omissions of any Associated Knight Frank Entity, irrespective of whether we introduced the Associated Knight Frank Entity to you.
- 5.3 You are responsible for entering into your own agreement with any relevant Associated Knight Frank Entity.
- 5.4 This document has been originally prepared in the English language. If this document has been translated and to the extent there is any ambiguity between the English language version of this document and any translation thereof, the English language version as prepared by us shall take precedence.
- 6. Severance**
- If any provision of the Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision. If express agreement regarding the modification or meaning of any provision affected by this clause is not reached, the provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 7. Entire agreement**
- 7.1 The Agreement together with (a) any further letter or schedule issued by us to you in relation to the Agreement, including but not limited to any letter or schedule relating to expenses and disbursements, and (b) any contract of sale or let for the Property (but only to the extent necessary to determine the amount of any sum due by you to Knight Frank under the Agreement) shall constitute the entire agreement between you and us and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter (any documents making up the entire agreement between us in accordance with this clause shall hereinafter be referred to as the "**Contractual Documents**").
- 7.2 Subject to clause 3.8 above, you agree that in entering into the Agreement you do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in the Contractual

Documents. You further agree that you shall have no claim for innocent or negligent misrepresentation based on any statement set out in the Contractual Documents.

7.3 The Letter and these General Terms shall apply to and be incorporated in the contract between us and will prevail over any inconsistent terms or conditions contained or referred to in your communications or publications or which would otherwise be implied. Your standard terms and conditions (if any) shall not govern or be incorporated into the contract between us.

7.4 Subject to clause 3.8 and clause 6, no addition to, variation of, exclusion or attempted exclusion of any of the terms of the Contractual Documents will be valid or binding unless recorded in writing and signed by duly authorised representatives on behalf of the parties.

8. Assignment

You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of the rights and obligations under the Agreement without our prior written consent (such consent to be granted or withheld in our absolute discretion).

9. Force majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

10. Payment

10.1 If any invoice remains unpaid after 30 days of the date on which it is presented, we reserve the right to charge interest, calculated daily, from the date when payment was due until payment is made at 4% above the then prevailing bank base rate of National Westminster Bank PLC or (if higher) at the rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998 and its regulations (if applicable).

10.2 If we should find it necessary to use legal representatives or collection agents to recover monies due, you will be required to pay all costs and disbursements so incurred.

10.3 Value Added Tax (“VAT”) is payable on all fees, at the rate prevailing at the date of our invoice(s)

11. Unoccupied premises

We accept no liability or responsibility for the management, maintenance or repair, or any damage to the property unless we have agreed otherwise in writing (such agreement will be subject to an additional fee). It is your responsibility to ensure that the property is adequately secured and insured.

12. Meaning of “Gross Sale Price”

12.1 Gross Sale Price shall mean:

(a) the full price received and receivable (or paid and payable as the case may be) for the Property (including any amounts retained or payable by future instalments, deferred payments or overage payments) and any contents, fixtures, fittings or other items sold with the Property (the “Contents”); or

(b) where all or part of the Property is disposed of or acquired by way of any other means including by transfer into a joint venture, via development

agreement, development licence, agreement for lease, or a sale of Shares the Gross Sale Price shall be the notional gross value of the Property together with the Contents, without taking into account any debt or other liability or any retention; or

(c) where all or part of the Property is disposed of or acquired for no clearly identifiable consideration or where the price paid is not ascertainable under (a) or (b) above, the Gross Sale Price will be the latest guide price quoted by Knight Frank for the Property.

12.2 If the sale of the Property proceeds by way of sale of Shares the Client shall be obliged to pay us any fees set out in the letter or otherwise owing to us in recognition of the professional advice and services provided by us in relation to the property.

12.3 We are not authorised to and will not advise in relation to any sale of shares but solely in relation to the property related aspects of the transaction.

12.4 “Shares” shall mean shares in a company which owns the property (whether directly or through other entities).

13. Energy Performance Certificates

13.1 In marketing property, it is your obligation pursuant to the Assessment of Energy Performance of Non-domestic Buildings (Scotland) Regulations 2016 (the “Regulations”) to commission an Energy Performance Certificate (“EPC”), if the Regulations require the Property to have one. Where an EPC is required, we will require you to be made available before any marketing of the property can commence. An EPC will include an accompanying Action Plan as required by the Regulations.

13.2 The energy performance indicator must form part of both written and electronic particulars. Where you do not commission an EPC you authorise us to obtain one for you, should we consider this to be appropriate, to enable us to issue particulars. In that event the cost of the EPC will be payable by you in addition to our fees and any other marketing expenses. An estimate of this cost will be made to you as soon as practicable. We can provide you with any advice or support in obtaining an EPC on request.

13.3 You must confirm to us whether you will be electing to carry out the any works required under the accompanying Action Plan or will be deferring works. You should note that deferring the works under the Action Plan may impact offers received.

14. Accuracy of marketing statements and commissions

14.1 In marketing property, we are legally obliged to ensure that all information provided is accurate, not misleading and does not omit material facts. We will ask you to verify any aspect of the property about which we cannot be certain. You must tell us if you are aware of any matter which may be material to an interested party. You must also tell us if you become aware of any inaccuracy in our particulars, advertising copy, press releases or any other information we produce about the property. You must also instruct your solicitors to answer any points we raise with them about the property or its legal title.

- 14.2 We may use the services of a marketing agency (KF&R Ltd) to prepare promotional material and place national advertising. KF&R Ltd keeps the benefit of any discounts or commissions, makes a handling charge and charges to us the full costs. In the case of local advertising we make a handling charge for the design, preparation and placing of the promotional material. However, these costs and charges are all included within the costs quoted in the marketing schedule or letter sent to you which are the actual amounts which you will have to pay.
- 15. Conflicts of interest**
- 15.1 In accordance with the requirements of RICS, we have procedures to identify situations where a specific conflict of interest may arise. However, we cannot be certain that our procedures will identify all such situations. For example, we may later discover that others in Knight Frank already have a general buying or selling mandate from existing clients who become interested in dealing with you. If you are, or become, aware of any potential conflict affecting the provision of our services, you will notify us as soon as practicable.
- 15.2 Where we identify an actual or potential conflict, we will notify you as soon as practicable upon becoming aware of the same (subject only to any obligations we may owe to third parties). We will explain the safeguards to be introduced and obtain your consent to their implementation. If we and/or you consider that your position cannot be protected, we may decline to act and/or the relevant services may be immediately terminated by either of us.
- 16. Offer of other services to purchasers**
- We may offer the following services to prospective purchasers and similarly the services may be offered to them by another organisation in circumstances where we may benefit financially: financial services, property letting and management services, building construction, refurbishment and maintenance services and the disposal of the prospective purchaser's property. We will notify you if we do agree to provide such services.
- 17. Financial Crime**
- 17.1 We are obliged by law to accept and conduct instructions in accordance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and Proceeds of Crime Act 2002. These require us, in certain circumstances, to establish the identity and address of our clients and, if different, all other transactional counterparties (and or any other relevant persons), and the source of any funds received, and to renew this due diligence on a regular basis. You agree to provide to us any information or documentation which we reasonably request in this regard and to assist us in the collection of any information we request from transactional counterparties in this regard. For the avoidance of doubt, searches may also be conducted on directors and "beneficial owners" as is required by the legislation. Where required, we will be unable to continue to act for you unless we have completed the necessary due diligence on our clients and transactional counterparties. In the event that any key information that would alter our records changes during the course of this instruction, such as a change in any beneficial owners or a change in the identity of a transactional counterparty, you must inform us without delay. This information will not be disclosed to any other person, except for those authorised to regulate or conduct enquiries under the Money Laundering Regulations 2019 or where otherwise required by applicable law or regulation.
- 17.2 If we are unable to complete the required due diligence for any reason, we reserve the right to terminate our contractual relationship with you immediately on written notice to you. Please see clause 20 below for the consequences of such termination
- 17.3 We shall have and shall maintain in place such policies and procedures as are reasonable to prevent the facilitation of tax evasion by another person and as such shall not knowingly engage in any activity, practice or conduct which would constitute either (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.
- 18. Anti-bribery, Corruption & Modern Slavery**
- 18.1 We agree that throughout the term of our appointment we shall:
- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, (the "Relevant Requirements");
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1,2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) maintain anti-bribery and anti-corruption policies to comply with the Relevant Requirements and any best practice relating thereto; and
 - (d) promptly report to you any request or demand for any undue financial or other advantage of any kind in connection with the performance of our services to you.
- 18.2 We take all reasonable steps to ensure that we conduct our business in a manner that is consistent with our Anti-slavery Policy and comply with applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015
- 19. Legal advice**
- 19.1 We are not qualified legal practitioners and we do not provide legal advice and any statements made by us, or advice given, in a legal context should be construed accordingly. We cannot prepare leases or similar documents or provide assistance in connection with the application of the law or other technical or separately regulated services. Where required you should seek appropriate legal advice.
- 19.2 Subject to clause 17.1, where appropriate we will liaise with your legal advisors. However, we accept no responsibility for any work carried out by them and we will not be liable for anything contained in legal documentation prepared by them.

20. Consequences of termination

The duration of our appointment is set out in the Letter. Upon termination of the Agreement all unpaid expenses which we have incurred for you must be paid by you without delay. This will include any costs which we would otherwise have carried until a transaction took place and we will remain entitled to any fees earned.

21. Publicity

You agree that we may at any time including after this agreement ends publish promotional material (including photographs) about the transaction. We will not disclose any confidential information without your prior written consent.

22. Data Protection

22.1 For the purposes of this clause “**Data Protection Legislation**” means: (i) unless and until the General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in England and (ii) the Data Protection Act 2018 (the “**DPA**”), including any regulations and secondary legislation relevant thereto, and then (iii) any successor legislation to the GDPR or the DPA. The terms “**Personal Data**”, “**Data Processor**” and “**Data Subject**” shall have the meanings ascribed to them in the Data Protection Legislation.

22.2 You and we shall comply with applicable requirements of the Data Protection Legislation.

22.3 Without prejudice to the generality of the foregoing, you will not provide us with Personal Data unless the Agreement requires the use of it, and/or we specifically request it from you. By transferring any Personal Data to us you warrant and represent that you have the necessary authority to share it with us and that the relevant Data Subjects have been given the necessary information regarding its sharing and use.

22.4 We may transfer Personal Data you share with us to other Associated Knight Frank Entities and/or group undertakings. Some of these recipients may be located outside of the United Kingdom. We will only transfer such Personal Data where we have a lawful basis for doing so and have complied with the specific requirements of the Data Protection Legislation.

22.5 Full details of how we use Personal Data can be found in our Privacy Statement at <http://www.knightfrank.com/legals/privacy-statement>.

23. Royal Institution of Chartered Surveyors

Knight Frank LLP is regulated by RICS for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct for Firms and all other applicable mandatory professional practice requirements of RICS, which can be found at www.rics.org. As an RICS regulated firm we have committed to cooperating with RICS in ensuring compliance with its standards. The firm’s nominated RICS Responsible Principal is Philip Gardner, Group Head of Strategy Risk & Operations, email rics.principal@knightfrank.com.

Important Notice

If you have any queries relating to this Agreement please let us know as soon as possible and in any event before signing the Letter and/or giving us instructions to proceed.

Your instructions to proceed (howsoever received, whether orally or in writing) will constitute your offer to purchase our services on the terms of the Agreement.

Accordingly, our commencement of work pursuant to your instructions shall constitute acceptance of your offer and as such establish the contract between us on the terms of the Agreement.