

Our Standard Terms of Business



1. Definitions and Interpretation

In these Standard Terms of Business, unless the context otherwise requires:

“Client”, “you” and “your” mean the person(s) or entity to whom our Engagement Letter or Engagement Email is addressed, or who otherwise instructs us to act.

“Disbursements” mean expenses reasonably incurred by us on your behalf, including (without limitation) filing fees, courier charges, expert or counsel fees, travel expenses and other out-of-pocket costs.

“Engagement Email” means any email issued by us setting out the scope of our services and the basis on which we act, whether or not a formal Engagement Letter is also issued.

“Engagement Letter” means any letter issued by us setting out the scope of our services and the basis on which we act.

“Firm”, “we”, “us” and “our” mean PEB Attorneys Limited, a body corporate recognised and licensed in the Cayman Islands under the Legal Services Act.

“Services” mean the legal and related professional services that we agree to provide to you, as described in the Engagement Letter or Engagement Email.

“Terms” mean these Standard Terms of Business as amended from time to time.

References to any statute or statutory provision include that statute or provision as amended, re-enacted or replaced from time to time. Headings are included for convenience only and do not affect interpretation.

If there is any inconsistency between these Terms and the Engagement Letter or Engagement Email, the terms of the Engagement Letter or Engagement Email shall prevail.

By instructing us, or continuing to instruct us, you are deemed to accept these Terms.

2. Scope of Our Work

We will act on your instructions with reasonable skill, care and professionalism.

Our advice relates only to the laws of the Cayman Islands as in force at the time the advice is given. We do not advise on the laws of any other jurisdiction, and you should obtain advice from suitably qualified advisers in any relevant foreign jurisdiction. We are not responsible for monitoring or advising on changes in the law after the date our advice is given unless you specifically instruct us to do so and we agree in writing.

The scope of our retainer, and your liability for our fees and expenses, extends to all work undertaken and Disbursements incurred following your first instruction. It is not limited or affected by the timing of your receipt of our Engagement Letter or Engagement Email, these Terms, or our receipt of your written acceptance.

3. Our Service Standards

You can expect from us:

1. Clear communication in plain language;
2. Prompt responses to telephone calls and emails during our normal office hours, 8.30 am to 5.00 pm, Monday to Friday, excluding public holidays;
3. Honest and independent advice, even where it may not align with your expectations or desired outcomes; and
4. Respect for your time, budget and objectives.

As a convenience to you, we may offer instant messaging communication channels, including WhatsApp and Microsoft Teams. While we will endeavour to respond to such communications promptly, we may not be able to do so outside our normal business hours.

4. Your Responsibilities

To assist us in achieving the best outcome, you agree to:

1. Provide complete, accurate and timely information and instructions;

Client/s Initials

2. Pay our fees, Disbursements and expenses when due;
 3. Notify us promptly of any material changes in your circumstances; and
 4. Attend all meetings, hearings and appointments on time.
- Failure to comply with these obligations may entitle us to suspend or terminate our services.

Where there is more than one Client, your obligations to us are joint and several.

5. Fees and Payment

Unless otherwise agreed, our fees are calculated by reference to the time spent by our attorneys and staff, together with Disbursements and expenses. Hourly rates vary depending on seniority, experience and the complexity of the matter, and are reviewed periodically.

We may request payments on account of fees and Disbursements. We reserve the right to suspend or cease work if invoices are not paid when due.

Interest may be charged on overdue invoices at a rate of up to 10% per annum, calculated from the date of the invoice until payment is received. If any invoice remains unpaid for more than thirty (30) days, you agree that we may take reasonable steps to recover outstanding amounts, including issuing a letter before action and, if necessary, commencing legal proceedings in any court of competent jurisdiction.

You agree to indemnify us for all reasonable fees, Disbursements and expenses incurred in recovering any outstanding sums.

We reserve a retaining lien over your file, papers, documents and other property in our possession, whether held in physical or electronic form, in respect of any unpaid fees or Disbursements properly due. We may decline to release such materials until all outstanding amounts have been paid or satisfactory security has been provided.

6. Funds We Hold for You

Client funds are held in our client account in accordance with applicable law and professional rules. We may apply funds held on your behalf in settlement of our invoices.

Unless otherwise required by law, any interest accruing on client funds may be retained by us.

We shall not be liable for losses arising from bank failure, insolvency or cybercrime events beyond our reasonable control.

Where required, you agree to provide evidence of the source of any funds remitted by you, in accordance with our Anti-Money Laundering and Counter-Terrorist Financing policies, copies of which are available on request.

7. Confidentiality and Data Protection

We treat all information relating to you and your affairs as confidential, save where disclosure is required or permitted by law or professional obligation.

We comply with applicable Cayman Islands data protection legislation. Your data may be stored or processed outside the Cayman Islands, including in jurisdictions that may not afford equivalent levels of data protection. By instructing us, you consent to such storage and processing.

We do not sell personal information.

8. Anti-Money Laundering and Regulatory Compliance

We are required to comply with applicable anti-money laundering, counter-terrorist financing and sanctions laws and regulations in the Cayman Islands.

You agree to provide promptly all information and documentation reasonably required to enable us to comply with our statutory and regulatory obligations. We may be unable to act, or may be required to cease acting, if such information is not provided.

Where required by law, we may make disclosures to relevant authorities without notice to you. You agree that we shall not be liable for any loss arising from such disclosures.

9. Conflicts of Interest

We carry out conflict checks before accepting instructions. If a conflict arises during the course of our engagement, we will notify you and may be required to cease acting. Following the end of our engagement, we may act for other clients whose interests are adverse to yours, provided we do not use or disclose your confidential information.

10. Electronic Communications

We may communicate with you and others electronically. Electronic communications may not be secure or error-free and may be intercepted, corrupted, delayed or lost.

Client/s Initials

To the fullest extent permitted by law, we shall not be liable for any loss arising from the use of electronic communications, provided we have taken reasonable steps to protect our systems.

11. Limitation of Liability

We maintain professional indemnity insurance in accordance with applicable requirements.

Nothing in these Terms excludes or limits liability which cannot lawfully be excluded or limited.

Our total aggregate liability to you, whether in contract, tort (including negligence) or otherwise, shall be limited to the lower of:

(a) three times the fees paid by you to us in respect of the relevant matter; or (b) the maximum amount recoverable under our professional indemnity insurance, currently US\$1,000,000 in respect of any one claim and in the aggregate per annum.

We shall not be liable for any indirect, consequential or purely economic loss.

12. Feedback and Complaints

We are committed to providing high-quality legal services and welcome feedback.

If you have any concerns regarding the handling of your matter, please raise them in the first instance with the person responsible for your case. If you wish to make a formal complaint or remain dissatisfied, you may escalate the matter by writing to **feedback@peblegal.com**.

Complaints will be acknowledged promptly, investigated fairly and responded to in writing within a reasonable period. Making a complaint will not adversely affect the service we provide or the handling of your matter.

13. Termination of Our Retainer

You may terminate our retainer at any time by written notice.

We may cease acting on reasonable notice, or immediately where permitted by law or professional rules, including for non-payment, lack of instructions, conflicts of interest, regulatory requirements or breach of clause 4.

Termination does not affect any rights or liabilities accrued prior to termination. You remain responsible for all fees and Disbursements incurred up to the date our engagement ends.

14. File Storage

We may store your file in electronic form. Files are generally retained for at least six (6) years after the conclusion of a matter, after which they may be securely destroyed.

Original deeds and documents will only be retained by prior written arrangement.

15. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with Cayman Islands law and are subject to the exclusive jurisdiction of the Cayman Islands courts, provided that we may pursue unpaid fees and expenses in any court of competent jurisdiction.

PEB Attorneys Limited

v.1.2 04/26

Signed [The Client/s]:

Date: