

Schedule B

Country Schedule – United Kingdom (SRA)

1. About this Country Schedule

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

2. How we are regulated in the UK

All services provided in the UK are carried out by CD&R Galaxy UK Opco Limited operating under a trade name of Vialto Partners (referred to in this Country Schedule as “**Vialto**”, “**we**” or “**us**”) a company incorporated in England and Wales with registered number 13376171. Its registered office is at C/O Alter Domus (UK) Limited 10th Floor, 30 St Mary Axe, London, EC3A 8BF

Vialto is authorised and regulated by the Solicitors Regulation Authority of England & Wales (“**SRA**”), The Cube, 199 Wharfside Street, Birmingham, B1 1RN as a licensed body (also known as an Alternative Business Structure). The SRA is the independent regulatory arm of the Law Society of England and Wales. Vialto and its solicitors, Registered European Lawyers and Registered Foreign lawyers are governed by Codes of Conduct and other professional rules, which you can access on the SRA’s website at www.sra.org.uk or by calling 0370 606 2555. Our SRA authorisation number is 839727. All services provided by Vialto in the UK are regulated by the SRA, whether or not they also comprise non-legal services such as tax or payroll advice.

You may receive other services from other entities within the Vialto group of companies in connection with your matter. These are separate businesses from CD&R Galaxy UK Opco Limited and are not regulated by the SRA, although they may be subject to the regulation of other jurisdictions. We may refer part of your matter to these businesses where we believe it is in your best interests but will only share data in accordance with the Agreement, the Data Protection Addendum, or otherwise with your informed consent. Work done by those businesses is not covered by the SRA Compensation Fund or by our professional indemnity insurance, and such work will be governed by its own Country Schedule.

3. Our responsibilities

Our primary responsibilities are set out in the Agreement.

In any case you can also expect us to:

- treat you fairly and with respect;
- review your matter regularly; and
- advise you of any changes in the law that affect your matter and any reasonably foreseeable circumstances and risks that could affect the outcome of your matter.

Unless otherwise agreed in writing, our advice and any documents we prepare are for use only in connection with the specific matter on which we are instructed, can only be relied on by you, and reflect the law in force at the relevant time.

We will provide services to you with reasonable care and skill. However, the nature of many types of legal and tax work means that it is not possible to guarantee a particular outcome.

We are committed to acting in a way that encourages equality, diversity and inclusion in all our dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

4. **Liability**

Notwithstanding any Limitation of Liability provision in the Agreement applicable to Services, our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group of connected matters which may be aggregated by our insurers will be £3,000,000 including interest and costs unless we expressly state a different figure in the Agreement.

5. **Charges and billing arrangements**

You have the right to challenge or complain about our bill. Please see section 8 (*Complaints*) below for details of how to complain about our bill. You also have the right to challenge our bill in relation to immigration advice by applying to the court to assess the bill under section 70 of the Solicitors Act 1974. The usual time limit for applying to the court for an assessment is one month from the date of delivery of the bill.

6. **Bank accounts**

Unless agreed otherwise, we hold client money in various accounts with UK banks regulated by the Financial Conduct Authority (FCA). Our handling of client money is governed by the SRA's Solicitors Accounts Rules.

Please notify us immediately if you receive any email or other communication purporting to be from Vialto stating that we have changed our bank details or payment arrangements.

7. **Professional indemnity insurance**

We have professional indemnity insurance giving cover for claims against us. It is a condition of our professional indemnity insurance that we notify our insurer and/or broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

8. **Complaints**

Vialto aims to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided, you should inform us immediately so we can do our best to resolve the problem.

In the first instance it may be helpful to contact the person who is working on your case, or the primary contact specified in the Agreement to discuss your concerns and we will do our best to resolve any issues. Making a complaint will not affect how we handle your matter.

If we cannot resolve your complaint to your satisfaction within eight weeks of it being raised, the Legal Ombudsman may be able to assist. Generally, this applies if you are an individual, a business with fewer than 10 employees and turnover or assets not exceeding a certain threshold, a charity or membership organisation with a net annual income of less than £1m, a trustee of a trust with an asset value of less than £1m, or if you fall within certain other categories. You can find out more about eligibility for help from the Legal Ombudsman. The Legal Ombudsman will look at your complaint independently and it will not affect how we handle your matter.

Before accepting a complaint for investigation, the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman (a) within six months of receiving our final response to your complaint and (b) no more than six years from the date of act/omission (or no more than three years from when you should reasonably have known there was cause for complaint).

If you would like more information, you can contact the Legal Ombudsman by visiting www.legalombudsman.org.uk, calling 0300 555 0333 between 9.00 to 17.00 or emailing enquiries@legalombudsman.org.uk. You can also write to the Legal Ombudsman PO at Box 6806, Wolverhampton, WV1 9WJ

Alternative dispute resolution (ADR) bodies exist which are competent to deal with complaints about legal services should both you and Vialto wish to use such a scheme.

If you are unhappy or concerned with our behaviour (as opposed to our service) the Solicitors Regulation Authority (SRA) can help. The SRA's website contains information raising concerns about solicitors and firms engaged in legal services such as Vialto.

9. **Governing law and dispute resolution**

The Agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by the law of, and be subject to the exclusive jurisdiction of the courts of, England & Wales, and the parties to the Agreement submit to the exclusive jurisdiction of such courts.

10. **Termination**

Where Vialto provides Client with SRA regulated legal services, you may end the Agreement immediately by giving Vialto written notice.