LEGAL CASHIERING – SERVICE CALL-OFF CONTRACT

Provided under the Tlam brand by SH Professional Services Ltd

Ref: TLMLCH001.1 V1 – Updated 16th July 2026

Parties

The Supplier: SH Professional Services Ltd (trading as Tlam), incorporated and registered in England and Wales with company number 15914303, whose registered office is at 93 High Street, Tewkesbury, GL20 5JZ (the Supplier).

The Client: the person(s) or entity referenced in the relevant Service Order (the Client Party or Client).

Background

A The Client and the Supplier have entered into a Framework Services Agreement (the FSA), allowing the Client to request Services from the Supplier.

B Pursuant to a Service Order, the Client Party requests certain Legal Cashiering services to be provided by the Supplier, and the Supplier agrees to provide those services in accordance with this Call-off Contract.

C In the event of any conflict, the order of precedence (highest first) is: the Service Order; then this Call-off Contract; then the FSA; then the Pricing and Fair Use Policy; then any invoice. Together with any document referred to in them, they form the legal contract between the relevant Client and the Supplier for the relevant Services.

Agreed Terms

1. Interpretation and Definitions

The definitions and rules of interpretation set out in the FSA and the Definitions and Interpretation document forming part of it apply to this Call-off Contract. Those documents are made available by the Supplier, including on the Supplier's policy and contracts portal at https://tlam.shproserv.co.uk/policy-and-contracts/.

2. Term

2.1 This Call-off Contract continues for the period specified in the Service Order and continues unless terminated earlier in accordance with the terms set out in the Service Order or, absent such, the termination provisions in clause 8. The Client Party may give written notice to the Supplier no later than the notice period set out in the Service Order.

2.2 Unless otherwise stated in a Service Order, the default Term for this Legal Cashiering Call-off Contract is three calendar months, renewing on the Automatic Renewal Date.

3. Terms Specific to the Legal Cashiering Service

3.1 The Supplier shall provide the Legal Cashiering services as described in the relevant Service Order (the Services).

3.2 Any service requested by the Client Party that is not specified in the relevant Services shall be fully scoped and priced before commencement of such additional work. In the absence of such amended pricing being agreed, the Supplier may proceed with the work and then apply its then standard supplemental rates for the matter. The same applies to any matter where the work undertaken by the Supplier exceeds the budget agreed with the Client Party for that matter. Fees may also vary depending on the complexity of a matter, and any such variation will be brought to the attention of the Client Party.

3.3 The calculation of the Charges, Budgeted Hours, Fair Use, Overage and any Fixed-Fee Adjustment or increase to the Charges is governed by the Pricing and Fair Use Policy. For this labour-intensive Service, the Supplier usually requires an Estimation Phase (as described in that Policy), during which the Service is delivered under a Variable Fee arrangement before a Fixed Fee is agreed.

3.4 Where the Client Party wishes to expedite or materially vary a matter, or shorten a previously agreed time for delivery of the Service, this shall be priced before commencement. In the absence of such amended pricing being agreed, the Supplier shall apply its then standard supplemental rates for the matter.

3.5 The Client Party warrants and represents that any information provided to the Supplier during the performance of the Services is true, accurate, provided as fully as is necessary to perform the Service, and not misleading.

3.6 The Client Party undertakes to inform the Supplier of all matters pertinent to the provision of the Service.

3.7 The Supplier relies wholly on the information provided by the Client Party in the performance of the Service.

3.8 Where relevant, the Client Party shall clearly communicate to employees and other advisers who participate in the Service that the Supplier's employee is an external consultant and not an employee of the Client Party.

3.9 Use of the Service does not guarantee that the Client Party will avoid any dispute or requirement to attend a tribunal or court hearing.

3.10 The Supplier will not be able to advocate in person for the Client Party in any tribunal or court hearing. However, the Supplier can procure and manage appropriate legal representation to advocate in person for the Client Party, and will support the preparation, coordination, administration and any other related matters in respect of any tribunal or court process.

3.11 The Supplier shall not be liable where the Client Party does not follow advice provided by the Supplier, and the Client Party shall fully indemnify and hold harmless the Supplier where that is the case.

3.12 The Supplier shall not be liable where the Client Party materially amends any draft documentation provided by the Supplier, and the Client Party shall fully indemnify and hold harmless the Supplier where that is the case.

3.13 The Client Party shall procure all necessary consents, approvals and similar required under the prevailing data protection laws in relation to the provision of the Service.

3.14 Information due before commencement. The Client Party shall provide the following (as applicable) before the Service can commence, and where any matter has a filing date or similar. Where the Supplier, in its absolute discretion, proceeds to commence the Service without the required handover information, the Supplier reserves the right to insist on it being provided forthwith and to amend agreed fees in relation to any additional work required due to the lack of such information; and, until the information has been provided, the Supplier shall not have any liability in respect of the matters concerned. Any failure to provide such information in a timely manner, or to the timelines or dates requested by the Supplier, may result in extra fees (of which the Client Party will be advised at the time). The handover information includes, without limitation:

- access to the LAA portal;
- online access to utility bills;
- access to the HMRC portal and the Business Tax Account or software used to submit VAT returns;
- remote access to the relevant software, whether via the cloud, a hosting service or a PC;
- details of the relevant IT company; and
- access to any other online billing portal used by the Client Party.

3.15 Ongoing information requirements. The Client Party shall provide any ongoing information requested by the Supplier. Where the Supplier, in its absolute discretion, proceeds without such information, the Supplier reserves the right to insist on it being provided forthwith and to amend agreed fees in relation to any additional work required due to the lack of such information; and, until the information has been provided, the Supplier shall not have any liability in respect of the matters concerned. Any failure to provide such information in a timely manner may result in extra fees (of which the Client Party will be advised at the time).

3.16 Certain aspects of the Service may be provided by the Supplier's subcontractors or group companies, in which case the Supplier shall procure that they adhere to the provisions of this Call-off Contract and shall remain solely liable for performance of the Service.

3.17 The Client Party is wholly responsible for the acts and omissions of itself and its representatives (including, without limitation, its suppliers, subcontractors, employees, partners, directors, shareholders and stakeholders). In the absence of any associated culpability by the Supplier, in the event of any criminal or civil litigation pursuant to activity by or within the Client Party or any of its representatives, the Client Party must seek and rely solely on its own professional advice and guidance and cannot rely on the performance of the Supplier.

3.18 The advice and information the Supplier provides as part of the Service is for the Client Party's sole use, and not for any third party to whom it may be communicated, unless the Supplier has expressly agreed in the engagement that a specified third party may rely on the work. The Supplier accepts no responsibility to third parties for any advice, information or material produced as part of its work for the Client Party which the Client Party makes available to them. Only a party to this agreement has the right to enforce its terms, and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

3.19 The Supplier will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. If the Supplier provides oral advice (for example, during a meeting or telephone conversation) and the Client Party wishes to rely on it, the Client Party must ask for it to be confirmed in writing.

3.20 Any legal advice provided by personnel of the Supplier is permitted as an unreserved activity and does not fall under the scope of any regulatory body in England and Wales.

3.21 Any legal work instructed by the Client Party that is reserved and under the scope of a relevant regulatory body will be passed to a member of the Supplier's dedicated panel of solicitors and other regulated legal professionals (patent attorneys, barristers, notaries and similar).

3.22 The Client Party has a legal responsibility to retain documents and records relevant to its financial affairs. During the term, the Supplier may collect information relevant to the Client Party's tax and financial affairs, and will return original documents if requested. Records are required by law to be retained as follows: (a) individuals, trustees and partnerships: with trading or rental income, five years and ten months after the end of the tax year; otherwise, 22 months after the end of the tax year; and (b) companies, LLPs and other corporate entities: six years from the end of the accounting period.

3.23 Although certain documents may legally belong to the Client Party, the Supplier may destroy correspondence and other papers it stores (electronically or otherwise) that are more than seven years old, except documents the Supplier considers may be of continuing significance. The Client Party must tell the Supplier if it wishes any document to be kept for longer.

3.24 On termination, and where the Client Party requests support in moving the Service or any ancillary work, the Supplier may provide it at the Supplier's then prevailing rates.

3.25 Where TUPE applies, the TUPE provisions forming part of the FSA (and made available on the Supplier's policy and contracts portal) shall apply.

3.26 The Client Party confirms that it has read and accepted the Service Order, the FSA, this Call-off Contract, and any documentation referred to in them.

4. Supplier's Obligations Regarding the Service

4.1 The Supplier shall supply the Services in accordance with this Call-off Contract, the Service Order, the FSA, and any other matters referred to in them.

4.2 The Supplier shall provide the Services from the Commencement Date, and shall use all reasonable endeavours to meet any performance dates specified in this Call-off Contract; where none is specified, the Supplier shall perform the Services within a reasonable time.

4.3 The Supplier shall appoint the Supplier Manager in respect of the Services, who shall have authority to bind the Supplier on all matters relating to the Services, and shall use reasonable endeavours to ensure continuity of that person.

4.4 These obligations are in addition to the Supplier's obligations under the FSA. In supplying the Services, the Supplier shall:

- perform the Services with the level of care, skill and diligence in accordance with good practice in the Supplier's industry, profession or trade;
- co-operate with the Client Party in all matters relating to the Services, and comply with all reasonable instructions of the Client Party;
- use personnel who are suitably skilled and experienced, and in sufficient number, to fulfil its obligations;
- obtain and maintain all consents, licences and permissions (statutory, regulatory, contractual or otherwise) necessary to comply with its obligations;
- ensure that the Services and Deliverables conform with all descriptions and specifications set out in this Call-off Contract and are fit for any purpose expressly or impliedly made known to the Supplier by the Client Party;
- comply with all applicable laws, statutes, regulations and the Mandatory Policies; and
- observe all health and safety rules and any other reasonable security requirements that apply at the Client Party's premises.

4.5 The Supplier further agrees with and undertakes to the Client Party:

- to perform and provide the Services strictly in accordance with Law Society and SRA rules, guidelines and directions published from time to time, in a professional and timely manner, and to a standard commensurate with the nature and complexity of the Services;
- to provide the Services as a company, and not to subcontract performance other than within the Supplier's group;

- during the term and thereafter, to keep confidential, and not to use for any purpose other than the provision of the Services, nor disclose to any third party, all information of a confidential nature relating to or belonging to the Client Party or third parties which is disclosed to or becomes known by the Supplier in connection with the Services — unless the Supplier has a duty to report it to the SRA or the ICO and that duty supersedes the duty of confidentiality; and
- that it owes a separate duty of confidentiality to the Client Party and to the Client Party's clients.

5. Client Party's Obligations Regarding the Service

5.1 The Client Party shall:

- read the Service Order, the FSA and documents ancillary to them, co-operate with the Supplier in all matters relating to the Services, and appoint the Client Party's Manager in relation to this Call-off Contract, who shall have authority to bind the Client Party on matters relating to the Services;
- provide such access to the Client Party's premises and data, and such office accommodation and other facilities, as may reasonably be requested by the Supplier and agreed with the Client Party, for the purposes of the Services;
- provide such information as the Supplier may reasonably request and the Client Party considers reasonably necessary, in order to carry out the Services in a timely manner;
- inform the Supplier of all health and safety rules and any other reasonable security requirements that apply at the Client Party's premises; and
- at all times act strictly in accordance with Law Society and SRA rules, guidelines and directions published from time to time, and in a professional and timely manner.

5.2 If the Supplier's performance of its obligations under this Call-off Contract is prevented or delayed by any act or omission of the Client Party, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Client Party that arise directly or indirectly from such prevention or delay.

6. Charges and Payment

6.1 In consideration for the provision of the Services, the Client Party shall pay the Supplier the Charges in accordance with this clause. Charges shall be paid in pounds sterling.

6.2 Unless otherwise agreed, the Supplier shall invoice the Charges to the Client Party at the intervals specified in the Service Order. Each invoice shall include all supporting information reasonably required by the Client Party to verify its accuracy.

6.3 Unless otherwise agreed, the Client Party shall reimburse the Supplier, in addition to the Charges, the cost of hotel, subsistence, travelling and other ancillary expenses reasonably and properly incurred by the Supplier's employees, subcontractors and agents in the provision of the Services, in accordance with the expenses policy set out in the FSA. The Supplier shall submit invoices for expenses monthly in arrears.

6.4 The Client Party shall pay each invoice properly due and submitted to it by the Supplier within 30 days of receipt, to a bank account nominated in writing by the Supplier.

6.5 All amounts payable by the Client Party are exclusive of VAT. Where any taxable supply for VAT purposes is made under this Call-off Contract, the Client Party shall, on receipt of a valid VAT invoice, pay the Supplier such additional amounts in respect of VAT as are chargeable, at the same time as payment is due for the Services.

6.6 If the Client Party fails to make any payment due by the due date, then, without limiting the Supplier's other remedies, the Client Party shall pay interest on the overdue sum from the due date until payment, whether before or after judgment. Interest accrues each day at 4% a year above the Bank of England base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

6.7 All amounts due under this Call-off Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax required by law).

7. Limitation of Liability for this Call-off Contract

7.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £1,500,000 per claim. The Supplier has been unable to obtain insurance in respect of certain types of loss at a commercially viable price. The limits and exclusions in this clause reflect the insurance cover the Supplier has

been able to arrange, and the Client Party is responsible for making its own arrangements for the insurance of any excess loss.

7.2 References to liability in this clause apply to every liability arising under or in connection with this Call-off Contract, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

7.3 Neither party may benefit from the limitations and exclusions in this clause in respect of any liability arising from its deliberate default.

7.4 Nothing in this Call-off Contract limits the Client Party's payment obligations, or any liability under an indemnity for third-party intellectual property infringement.

7.5 Nothing in this Call-off Contract limits any liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; and (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.6 Subject to the exclusions and limitations in this clause, the Supplier's total liability to the Client Party arising under or in connection with the Legal Cashiering Service, whether in contract, tort (including negligence) or otherwise, shall not exceed the total amount of Charges paid by the Client Party to the Supplier in respect of the Service in the month preceding the event giving rise to the liability. This limitation applies to the Legal Cashiering Service in place of the limitation in clause 7.3(b) of the FSA.

7.7 The following types of loss are wholly excluded: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and indirect or consequential loss.

7.8 The following types of loss are not excluded: sums paid by the Client Party to the Supplier in respect of any Services not provided in accordance with this Call-off Contract; wasted expenditure; additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with this Call-off Contract (including consultancy costs, additional management time and other personnel costs, and costs of equipment and materials); and losses incurred by the Client Party arising out of or in connection with any third-party claim against the Client Party caused by the act or omission of the Supplier (including demands, fines, penalties, actions, investigations or proceedings made or commenced by subcontractors, the Supplier's personnel, regulators and the Client Party's clients).

8. Termination of Service

8.1 Unless stated otherwise in this clause, the termination provisions in the FSA apply (mutatis mutandis).

8.2 This Call-off Contract commences on the date the cashiering commences and continues for the Term Length described in the Service Order. Thereafter it continues on the same Term Length from the Automatic Renewal Date indefinitely.

8.3 If the Commencement Date, Automatic Renewal Date and Notice Period are not listed in the Service Order, this Call-off Contract commences on the date the Service commences and continues for a period of three months. Thereafter it continues under the same terms for successive three-month Terms, each renewing on the Automatic Renewal Date, until terminated by one party giving not less than 90 days' written notice prior to the Automatic Renewal Date.

8.4 If, during the first three months, either party identifies that in its reasonable opinion it is no longer commercially feasible to continue with the Services, this Call-off Contract may be terminated at the end of the third month by not less than 14 days' written notice from one party to the other.

8.5 Without affecting any other right or remedy, either party may terminate this Call-off Contract with immediate effect by written notice if the other party fails to pay any amount due under it on the due date and remains in default not less than seven days after being notified in writing to make the payment.

8.6 Termination or expiry of this Call-off Contract shall not affect any other call-off contract made pursuant to the FSA, or the FSA itself.

8.7 Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach existing at or before that date, shall not be affected.

8.8 The following provisions shall continue in force: the intellectual property indemnity, the consequences of termination and expiry, confidentiality, governing law, jurisdiction, and any provision which by its nature is intended to survive.

9. Disputes

9.1 Nothing in this Call-off Contract requires the parties to engage in any negotiation, escalation, mediation or other alternative dispute resolution procedure before commencing proceedings, and either party may commence legal proceedings in respect of any dispute at any time.

9.2 Any dispute arising out of or in connection with this Call-off Contract, including any question regarding its existence, validity or termination, is subject to the governing law and the exclusive jurisdiction of the courts of England and Wales set out in the FSA.

10. Miscellaneous

The following provisions in the FSA apply (mutatis mutandis) to this Call-off Contract: Entire Agreement, Third Party Rights, Severance, Assignment and Other Dealings, Variation, Waiver, No Partnership or Agency, Notices, Counterparts, and Governing Law and Jurisdiction.