

**TERMS OF BUSINESS**

1. **THESE TERMS**

These terms, together with the retainer letter, set out the basis on which we will provide you with legal services. These terms of business are subject to change from time to time and are updated on our website at [www.miyake.law/en](http://www.miyake.law/en).

If and to the extent that the terms of business conflict with the engagement letter, the engagement letter shall prevail.

2. **SERVICES**

2.1 Scope

The legal services that we will provide to you are set out in the engagement letter. Our services will not include advice on tax related issues, unless expressly set out in the retainer letter.

2.2 No guarantee of result

We will carry out our work with due skill and care. You agree, however, that no results have been guaranteed by the Firm, and that the engagement is not based upon any promise or anticipated result.

2.3 Third party providers

We may use third party providers to support the delivery of our services. Our duty of care and skill will extend to the selection of any such third party. Services provided by any such third party will be subject to their terms of business; their responsibilities run directly to you.

3. **INSTRUCTIONS**

3.1 Client cooperation

In order to carry out our services effectively, we require your full co-operation. You must give us appropriate instructions that allow us to do our work properly, including the provision of any documents and information that we may need to complete our services on a timely basis.

3.2 Authority to instruct us

We assume that any of your employees, directors, officials and representatives who give us instructions are authorised to do so and that we may act on their oral instructions. If you retain us as agent for a third party, or purport to do so, you warrant that you have the actual authority of that third party to do so.

4. **FEES**

4.1 Fees

Our fees are set out in the engagement letter. We generally charge for our services on a fixed fee basis, contingency fee basis or a combination of both. We call an initial fixed fee “**retainer fee**” and a fee contingent on success “**success fee**”. A success fee can be an agreed fixed amount or an agreed percentage of the damages or whatever recovered by the opponent. In certain cases, we may charge on an hourly basis.

4.2 Disbursements and expenses

Disbursements are sums which we pay or are liable to pay to third parties on your behalf or in the course of providing our services to you. They include but are not limited to court fees, stamp duty, registration tax and third party providers’ fees.

Expenses are internal costs incurred in providing our services to you. They include but are not limited to travel expenses (including air fare, normally at economy class rates), courier charges, postage and bank charges.

You will generally be required to put us in funds before we incur disbursements and expenses.

4.3 Consumption tax

You are liable for paying consumption tax (equivalent to VAT or sales tax) in Japan, whose rate is 10% as of 1 October 2019.

4.4 Costs

When we refer to costs, we mean fees, disbursements and expenses, plus consumption tax (as applicable).

4.5 Payment

We will send our invoices to you by electronic means such as email on the basis set out in the engagement letter. Bank charges shall be at your expense.

An invoice for a retainer fee, disbursements and expenses (as applicable) will typically be sent on concluding the engagement letter, which is payable immediately on receipt. We reserve the right not to start work until and unless the invoice is fully paid. Bills for disbursements and expenses may be sent from time to time as necessary. Our obligation to provide continuing representation is conditional upon timely payment of such bills.

In respect of contentious matters (e.g. court proceedings), we will charge a success fee upon successfully recovering the damages or whatever, in part or in whole, from the opponent. We will directly receive the amount recovered from the opponent, deduct the success fee plus tax and outstanding disbursements and expenses (if any), and transfer the balance into the bank account designated by you. In respect of non-contentious matters, we will charge a success fee upon completing the legal services set out in the engagement letter.

We do not accept cash as payment option.

## **5 CONFIDENTIALITY**

### **5.1 Exceptions**

We are under a professional duty to keep your documents and information acquired during an engagement confidential and will not disclose them to any third party, except as is reasonable and necessary for the purpose of carrying out your instructions. You agree that we may disclose your information where we are subject to a legal or professional obligation to do so.

### **5.2 Electronic communications and information storage**

We will correspond with you and third parties by electronic means such as e-mail, business chat tools and video conference software, and store information on servers controlled by third party providers whose software or systems we use to provide our services. We will take reasonable precautions to prevent unauthorised access by third parties outside the Firm to your electronic information. We cannot, however, guarantee that information will be free from unauthorised access by third parties or the transmissions will be delivered or received in a timely manner or at all, securely, virus free or free from interception.

You accept these risks and agree that we will have no liability for any loss or damage caused by the use of electronic communications and information storage.

### **5.3 Privacy policy**

Our Privacy Policy is available [here](#).

## **6 FILES AND DOCUMENTS**

We keep our files (anything in which information is recorded whether on paper or electronically or otherwise) and property relating to your matter for at least 5 years from completion of our services, after which we have the right to destroy them as we see fit.

## **7 MONEY LAUNDERING**

### **7.1 Know your client**

We obtain evidence to verify your identity before accepting new instructions subject to anti-money laundering rules. Our KYC Policy is available [here](#).

### **7.2 Reporting obligations**

You acknowledge that we are subject to the statutory obligations, in certain circumstances, to report to the relevant authorities and banks any knowledge or suspicion of criminal activity, or involvement in money laundering or criminal property by you or third party arising during the course of our engagement.

## **8 LIABILITY**

### **8.1 Force Majeure**

We shall not be liable to you if we are unable to perform our services in relation to the Engagement as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us we shall notify you as soon as possible.

### **8.2 Limitation of liability**

Our liability to you in connection with any matter shall be limited to ordinary damages, and we shall not be liable for special damages including loss of profits, regardless of whether such damages are foreseeable.

## 9 **TERMINATION**

You may terminate your instructions to us in writing at any time.

We may cease to act for you only with good reason, for example if you cannot give us clear or proper instructions, if there is a breakdown in our relationship as lawyer and client, if to continue acting for you would constitute a breach of the applicable rules of professional conduct or if you do not pay any invoice in accordance with these terms.

If for whatever reason our relationship is terminated, you will pay our costs in accordance with these terms. We will not release your papers or property to you or any third party until you have paid all outstanding costs.

If we are obliged to obtain a Court order to compel payment of our costs together with interest thereon, we will also be entitled to claim the cost of obtaining any such order and the costs of its enforcement.

## 10 **REGULATORY BODY**

We are authorized and regulated by the JFBA and the Fukuoka Bar Association, and their professional rules.

## 11 **PUBLICITY**

You agree that we may make general reference to our representation of you from time to time in marketing and related materials in such a way that you are not identified and only if there is no risk of harming your interest.

You agree that we may also disclose to third parties that we are acting or have acted for you on a certain matter if information about that matter is in the public domain or if you specifically consent to such disclosure. This may include providing information to legal directories, who may wish to contact you for your opinion on our services and, in the absence of objections, we assume this is acceptable to you.

## 12 **GENERAL**

### 12.1 Good faith negotiation

If there are any doubts in interpretation of the agreement, or if there occur any issues that are not expressly set out in the agreement, we and you shall negotiate with each other in good faith to settle such issues.

### 12.2 Governing law and jurisdiction

The agreement and any dispute between us shall be governed by, and construed in accordance with, the laws of Japan and shall be subject to the exclusive jurisdiction of the Fukuoka District Court in the first instance.

### 12.3 Entire agreement

Save as provided in these terms, the agreement forms the entire agreement between the parties in relation to the legal services we provide. It replaces any earlier agreements, representations or discussions.

### 12.4 Severability

If any provision of the agreement between us is held to be void, then that provision will be deemed not to form part of our agreement and the remaining provisions will still continue in force.

### 12.5 Electronic signatures

You agree that the engagement letter may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include a digital signature via Adobe Sign and electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

## 13 **INTERPRETATION**

In these terms, the following words and expressions have the meanings given to them below

**agreement** — these terms, the retainer letter to which they relate (including any schedules and any variations in writing) and the terms of our invoices

**the Firm** — means Miyake Law

**Miyake Law** — means the trading name of Atsushi Miyake, a Japanese qualified practicing attorney (*bengoshi*) registered in the roll of practicing attorneys kept by the Japan Federation of Bar Associations

with registration number 40002, whose registered office is at 15F, 1-9-17 Tenjin, Chuo-ku, Fukuoka, 810-0001 Japan.

**services** — the services set out in the retainer letter and as otherwise varied in writing between us

**we, us, or our** — means Miyake Law

**you, your** — means the party or parties to the agreement (excluding us).