

MBM COMMERCIAL LLP's Terms of Business below explain the terms and conditions which apply when you instruct us to act on your behalf (your "business"). They are subject to any accompanying "Letter of Engagement" (which may be a letter or an email from us further detailing our engagement with you). If there is any conflict between the terms of these Terms of Business and any accompanying Letter of Engagement, then the terms of the Letter of Engagement shall prevail. Prior to changing any aspect of our Terms of Business we will post the proposed new Terms of Business on our website (see the section called "Instructing Us" at www.mbmcommercial.co.uk) at least 14 days prior to any such change.

1. WHO ARE WE? //

MBM Commercial LLP ("MBM", "we" or "us") is a limited liability partnership registered in Scotland, number SO330552 with its registered office at 7 Castle Street, Edinburgh EH2 3AH. We are Scottish lawyers regulated by the Law Society of Scotland. Some of our staff are qualified in other jurisdictions but we are ordinarily able only to provide advice in relation to the law of Scotland. In the event that we are required to obtain advice on legal matters in other jurisdictions we will seek such advice from other qualified legal advisers in the relevant jurisdiction. For the avoidance of doubt we will not be responsible for advising on the tax or accountancy implications of any work undertaken by us from time to time. We recommend that you seek advice from tax advisers, accountants and other professional advisers (as appropriate). All legal advice and correspondence given by a partner (being a member of MBM) or member of staff of MBM is given for and on behalf of MBM unless otherwise stated.

2. OUR DUTY OF CARE //

We will give your business proper professional skill, care and attention and we will not act for you if it is not in your best interests.

3. OUR DUTY OF CONFIDENTIALITY //

Your business will not be disclosed to any other party without your permission, except in a situation when we are legally compelled to do so.

4. DELIVERY OF OUR SERVICES //

We believe that effective communication with our clients is fundamental to providing a high quality service. We will correspond with you by telephone, letter, fax and/or by email as appropriate. If you have any preference then please let us know. Please note that it is not our practice to encrypt email messages or email attachments, but it can be arranged for you if you feel that it is required. Unless otherwise expressly agreed with you, the work that we undertake will not include monitoring or reminding you of warranty periods or other notice periods.

5. INSTRUCTIONS //

You can help us by giving clear instructions and asking questions about anything you do not understand. We would also ask that you deal promptly with any queries or requests for information and let us know if there are any important time limits which we should be aware of. If we are acting for more than one person (eg partners or husband and wife) we may take instructions from one person on behalf of the other(s) and all will be fully liable for any actions taken or fees incurred on a joint and several basis. You should also advise us if we are able to take instructions or authorization from anyone other than yourself. If we are selling a property or business for you must tell us about all mortgages, standard securities, charges or inhibitions affecting you or the relevant property or business.

6. CLIENT IDENTIFICATION & SOURCE OF FUNDS CHECKS //

It is a criminal offence for us to fail to carry out various client identity checks and procedures in the course of our profession. Under the Money Laundering Regulations 2007 and other legislation we are required to ask you for certain information and formally establish your identity and permanent address as well as establish that you are not on certain "black list" databases (eg for politically exposed persons and also for terrorist suspects). As part of this process we will need to undertake a third party data check (such as with CallML) and if your identity cannot be verified using this service then we reserve the right not to act for you. We reserve the right to request that you provide us with original documents to enable us to perform these mandatory checks as well as background information about you and your business. Please note that we must perform these checks prior to providing any advice to you. We are also legally required to carry out these checks on a regular basis to ensure that the information we hold about you is up to date. Please note that we may also have to carry out checks against any persons who are involved in instructing us who may not be our client. Please note we apply a standard charge of £8.00 (excl. VAT) for each identity check that we are required to undertake (as we have to pay for this service) and this will normally be added to your next invoice.

We also require to verify the source of any funds involved in any transaction so we will normally need to know details of the bank account (including sort code and account number), so please do not be offended should we ask you. Please note that if we cannot verify the source of any funds within 24 hours of receipt we are obliged to return these funds to the relevant bank.

7. OUR OFFICE HOURS //

Our normal office hours are 9 a.m. to 5.30 p.m. each weekday (excluding bank and public holidays). Arrangements can be made to see you outside these hours if necessary and messages can always be left on our voicemail and answering machine or sent to us by email or fax. We will endeavour to respond to any message as soon as possible. If you instruct us to work outside normal working hours then we reserve the right to charge an appropriate uplift on the standard hourly rate of the relevant fee earner(s) being asked to work depending on the circumstances.

8. PAPERS AND CORRESPONDENCE FILES, STORAGE COSTS & OUR LEGAL RIGHT OF LIEN //

At the conclusion of a particular item of work, we will normally send you any original signed contracts or documents or other papers (eg share certificates) to you for safe keeping. Please note that due to the unreliability of postal services from time to time it is our normal practice to send out these documents to you and/or other relevant parties by recorded delivery post and we shall be entitled to charge you for these costs. If you instruct us to store original signed contracts or documents or other papers please note that (i) these shall be stored in secure premises but not in fire-proof conditions and (ii) we shall be entitled to charge you for such storage and we shall notify you of any charges to be made (whether before such storage takes place or at any time in the future).

We are required by the Law Society of Scotland to retain correspondence files for 10 years. Please note that due to storage constraints we currently scan most of our hard copy correspondence files (which we shall then destroy) at the conclusion of each relevant item of business and store the scanned electronic files for the 10 year period. We charge our clients for the costs of scanning the hard copy correspondence file, which we require to out-source to third party sub-contractors, who have accepted standard confidentiality provisions. We plan to introduce a paperless office in the future, where all correspondence will be scanned on receipt (possibly also on an out-sourced basis) and by instructing us you agree to this proposal. If you would like more information about this then please let us know.

Please also note that we have the right to retain your papers and documents until our fees, including any due interest, are paid.

9. OUR COPYRIGHT POLICY //

Unless we expressly agree otherwise, the copyright in the original materials which we generate for you belongs to us, and we assert our moral rights. However, the fee you pay for our work permits you to make use of that material for the purposes for which it is created.

10. OUR FEES //

Unless otherwise agreed with you, prior to beginning any specific items of work for you from time to time we shall endeavour to provide your business with an estimate or fixed fee quote (normally in our “**Letter of Engagement**”, which may be a letter or an email from us). Please note that this may be difficult to do at times if the scope of the work is not clear or if the request for the work is urgent. In the absence of any Letter of Engagement or other correspondence from us in writing or by email which details an agreed feeing arrangement, our fees in connection with any work instructed by your business from time to time will be charged on the hourly rates of the relevant fee earner. Copies of the hourly rates applicable at any one time for all fee earners of the firm are available on our website at www.mbmcommercial.co.uk (see section called “Instructing Us”) or can be obtained on request. Unless otherwise expressly agreed with you in a Letter of Engagement, (i) we shall not provide our services on a contingent fee basis, and (ii) if any matter that we are working on does not proceed to completion then we shall then be entitled to invoice you immediately for all work carried out up to that date at our standard charge out rates (provided this does not exceed any fixed fee where we have agreed one with you).

Where we agree a **fixed fee** (as detailed in our Letter of Engagement), this will be based on two assumptions: (1) the structure or complexity of your business will not be changed to any material extent by any revision or renegotiation; and (2) no material work will be required beyond what was anticipated at the time the fixed fee was issued. We reserve the right to revisit any fixed fee quotes in the event that any of these assumptions turns out not to be the case. If this happens we will provide another fixed fee quote. You will be deemed to have accepted the new fee unless you let us know to the contrary within 5 working days of having received notice of this from us. If you inform us within 5 working days that the additional fee is unacceptable to you, we shall then be entitled to invoice you immediately for all work carried out up to that date at our standard charge out rates, notwithstanding that your business has not been completed.

Where we give you an **estimate**, it is an estimate only, not a fixed fee. The fee we will charge you will be the time taken by the fee earner acting on your behalf, multiplied by their hourly charge out rate. However, if we become aware that the work required to complete your business will exceed our estimate, we will let you know as soon as possible and provide you with a further estimate to cover the additional work considered necessary to conclude your business.

Where our fees are based on **hourly rates**, these hourly rates will be increased annually on or around 1st August. If we wish to vary the rates at any other time, this will only be done with effect from the date of notice of these changes being given to you.

11. OUR OUTLAYS //

In addition to professional fees, we will ask you to pay for any outlays, significant photocopying charges, courier charges and other out of pocket expenses incurred on your behalf and also travelling time. We will either ask for a sum on account before any such charges or expenses are incurred, or will invoice you immediately afterwards. Please note that we apply a standard charge of £1.50 for any CD-Rom Completion Bibles that we are asked to produce. As already noted we also apply a standard charge of £8.00 (excl. VAT) for carrying out an identity check (which we are obliged to undertake).

12. OUR INVOICES //

Our invoices are payable on receipt. In the event of non payment within 14 days we shall be entitled to charge you interest on the outstanding amount at the rate of 8% above the Royal Bank of Scotland base rate applying at the time, calculated on a daily basis and compounded monthly. We shall be under no obligation to carry out any further work for you until outstanding invoices have been paid in full. We shall also be entitled to set off any fees, expenses and outlays due to us against any credit balance or deposits held on your behalf before sending you the balance. Unless otherwise agreed with you in any Letter of Engagement, (a) we will charge for our work on (i) completion of the relevant matter, (ii) a monthly basis as the work progresses on an interim basis, or (iii) when the relevant work in progress reaches £1,000, whichever is the sooner; and (b) all invoices shall be made out to your business. Any payment you make to us on account of costs or any sum received by us on your behalf which is not received for a specific purpose, may be set off against any invoice (interim or final) issued to you by us.

13. INTEREST ON CASH DEPOSITS HELD BY US //

The rate of interest to be paid on cash deposits is dependent on the balance of funds held on deposit and on prevailing bank rates. All rates are gross and will be paid quarterly after deduction of income tax, where appropriate. Special arrangements may be made for substantial deposits. If for what ever reason, we are required to hold money on your behalf for any length of time, we will place that money on deposit in your name. You will earn 2% below the Royal Bank of Scotland plc base rate on that amount. We are advised by our bank that this is a commercial rate for deposits on behalf of organisations, which give instant access. Because we have substantial amounts of money on deposit at any one time, we are paid 1% below base on the total amount we have on deposit. We are credited with the difference between the two rates. If you do not wish us to deposit funds on your behalf, please let us know. Please let us know if you require further information.

14. DATA PROTECTION //

If we process your personal data as defined in the Data Protection Act 1998 (as amended) we will (i) only do so for purposes notified to you; (ii) maintain appropriate technical and organisational measures to prevent unauthorised or unlawful processing of your personal data and against accidental loss or destruction of, or damage to, your personal data; and (iii) comply with your reasonable instructions concerning the processing of your personal data. We will normally hold details of your personal data for as long as you are a client of the firm and thereafter for 10 years.

15. UNFORSEEN CIRCUMSTANCES //

If we are unable to perform our obligations to you as a result of circumstances beyond our control (which includes without limitation delays as a result of acts of God, acts of terrorism, civil disturbances, staff absences and governmental regulations and directions) we shall give you prompt notice of such circumstances or delay. Such delay shall not constitute a breach of our Agreement with you, but if such delay continues for a period in excess of 30 days, you shall be entitled to terminate your relationship with us.

16. OUR INSURANCE AGAINST CLAIMS & LIABILITY LIMITATION //

Unless another limit is expressly agreed in writing by us, our maximum aggregate liability for any claim or series of related claims directly arising out of, or in connection with services and advice supplied by us to you (whether as a result of breach of contract, negligence or otherwise) shall not exceed (i) the sum of £10,000,000 or (ii) ten times the amount of the fees that you pay us in connection with the relevant claim(s), whichever is the lower amount. Although we may be liable for direct claims, we shall not be liable for any indirect or consequential claims, losses or damages in connection with services and advice supplied by us, including without limitation for loss of business, profits, revenue, goodwill, reputation, interest or

anticipated savings. Nothing in these Terms of Business shall exclude or limit our liability for death or personal injury, which cannot be excluded or limited by law.

In the unlikely event of any claims against us, we have professional indemnity insurance cover in place for any claims up to £10,000,000.

Please note that unless otherwise expressly agreed in writing with you, all services and advice supplied by us is the responsibility of MBM Commercial LLP only and no liability shall attach to any individual whether partner, member, consultant, associate or employee of MBM Commercial LLP who may have supplied or been involved in supplying any services or advice.

17. DISSATISFACTION //

If you feel you have cause for dissatisfaction about any aspect of our service, you should first take this up with your Client Care Manager (as detailed in our Letter of Engagement). Where possible, we would ask that you put your comments in writing and state what action you would like us to take. If you still feel you have not received a satisfactory answer then you should contact Sandy Finlayson, our Client Relationship Partner. We have a comprehensive complaints policy and if you come to us with a complaint, we will provide you with a copy of the policy, which explains the procedure above in more detail. It is always our intention to deal with any complaints promptly and fairly, but if you are not satisfied with the outcome, you can receive help from the Complaints Department of the Law Society of Scotland (0131 226 7411).

18. TERMINATION //

If you wish to terminate your business relationship with us, you are entitled to do so by providing written notice to us. Where we have agreed a fixed term engagement with you a notice period may require to be given. You will remain responsible for our fees and outlays until termination, in accordance with these Terms of Business and any Letter of Engagement. If we provide you with any corporate finance services (as detailed in any Letter of Engagement from us), then you shall remain responsible for our corporate finance fee if the completion of the investment or sale takes place within twelve months following termination of your relationship with us.

19. SEVERABILITY OF THESE TERMS OF BUSINESS //

If any of the terms or other provisions of these Terms of Business and/or any Letter of Engagement are found by an arbiter, court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from these Terms of Business and/or any Letter of Engagement (as applicable) but the remaining provisions of these Terms of Business and/or any Letter of Engagement (as applicable) shall continue in full force and effect insofar as they are not affected by any such deletion.

20. NO WAIVERS OF OUR RIGHTS //

No failure by us to exercise any right or remedy available to us pursuant to these Terms of Business nor any delay to exercise any such right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

21. COURT ACTIONS //

In court actions the general rule is that expenses follow success i.e. if you are 100% successful, the losing party pays your expenses. You should be aware, however that only a portion of the legal costs of the successful party will be payable by the unsuccessful party. You will be liable for our fees whether or not you are successful in the proceedings.

22. PROCEEDINGS BEFORE THE COURT OF SESSION //

If you instruct us to raise a court action, and that action is brought before the Court of Session (Scotland superior Civil Court, based in Edinburgh), you must be represented by an Advocate or Solicitor Advocate. These individuals are specialists in presenting oral and written arguments before that court. Advocates are members of the Faculty of Advocates and are entirely independent from MBM Commercial LLP, and from you as their client. Solicitor Advocates tend to be experienced solicitors in private practice, who specialise in presenting cases before the Court of Session and other tribunals, and who have undergone specialist training in that area. The decision on whether to instruct an Advocate or a Solicitor Advocate is entirely yours. Please note that we do not always employ Solicitor Advocates in each of our practice areas. Accordingly, if it is necessary to instruct an Advocate or external Solicitor Advocate, we will engage someone to carry out that work on your behalf. In these situations it is our practice to instruct individuals we have instructed in the past, and whom we know are capable and experienced in the area in question. Where that is not possible, we generally instruct individuals who are recommended to us personally. That individual is usually an Advocate. Generally, Advocates have more experience than Solicitor Advocates in appearing in front of a judge or sheriff. Generally, it is possible to instruct an Advocate with an appropriate level of specialisation in any particular field. Generally, an Advocate is cheaper than an equivalently experienced Solicitor Advocate. This is not always the case. If in a particular case we consider it advisable to instruct a Solicitor Advocate (whether internal or external), we will discuss that with you. However, if you wish to instruct a Solicitor Advocate we would be happy to do so.

23. PROCEEDS OF CRIME //

The Proceeds of Crime Act 2002 and other legislation ("the Legislation") places certain obligations on us and our fee earners. If any fee earner becomes aware of or suspects the existence of the proceeds of crime (whether in respect of you or a third party) which relates to any matter upon which you have instructed us, we are required by the Legislation to report this to the Serious Organised Crime Agency ("SOCA"). Authority from SOCA is then required before we can continue to act for you. We are prohibited from informing you that a report has been made to SOCA. Even if the SOCA authorises us to continue to act for you SOCA is entitled to pass any information received from us to third party agencies (such as HM Revenue & Customs) who may decide to make further investigations. The obligations upon us and our fee earners under the Legislation can, in certain circumstances, override our duty of confidentiality to you as a client.

24. COMMERCIAL PROPERTY & STAMP DUTY LAND TAX //

Stamp Duty Land Tax ("SDLT") is payable by the tenant on most new leases and by the purchaser on most purchases. Unlike stamp duty which it replaced SDLT is payable on transactions not on deeds. The effective date, within 30 days of which the necessary forms and payment must be submitted to the HM Revenue & Customs, may well occur before the lease is prepared for signature and more rarely in purchases before the disposition is prepared for signature. In most cases the effective date will be the date of entry to the property. We may not know when the date of entry occurs until sometime later and it is therefore extremely important that you let us know when the date of entry occurs so that SDLT penalties and interest are avoided. It is your responsibility to let us know the date of entry as soon as you become aware of it.

25. ACCEPTANCE OF THESE TERMS OF BUSINESS //

These Terms of Business (subject to the terms of any Letter of Engagement by us) shall govern our solicitor/client relationship with you unless we agree otherwise with you in writing or by email. We shall endeavour to provide you with a Letter of Engagement prior to beginning specific items of work however this may not always be possible. In the absence of (i) any Letter of Engagement or (ii) an acceptance from you in writing or by email of any Letter of Engagement and/or these Terms of Business, it shall be assumed that by providing us with your instructions you accept the terms of these Terms of Business in full and we shall proceed only on this basis.

26. GOVERNING LAW & JURISDICTION //

Unless we agree to the contrary in writing or by email, these Terms of Business, any Letter of Engagement and our solicitor/client relationship with you shall be governed by and construed in accordance with Scottish law and the courts of Scotland shall have non-exclusive jurisdiction to settle any questions or disputes which may arise out of or in connection with the same.

Version 5.0

Date: 7 September 2008

OUR VISION //

To be a leading niche legal adviser to investors and fast growing entrepreneurial companies.

OUR AIMS //

Our aims are simple:

- Provide solutions for our clients
- Deliver these solutions in a way that our clients want
- Provide our services at competitive prices
- Get deals done on time and on budget

If you ever feel that we have not lived up to our aims then please contact our Managing Partner, **David Calder** who would like to know.

OUR CULTURE //

We believe that our success lies in recruiting the very best people. Our lawyers are committed to providing the very best advice and are trained to be skilled project managers. In addition, most of them are double graduates.

We strive to work effectively as a team and keep transactions as straightforward and hassle-free as possible for our clients. We take a real interest in our clients' businesses and believe we add value; very often by assisting clients to raise finance and introducing them to people and organisations that will help their businesses grow.

OUR CLIENTS //

Our clients span most industry sectors and range from institutional clients such as banks and building societies to small and medium sized companies. Many of our clients are fast growing entrepreneurial companies, a number of which have won awards for excellence in their industry sectors. We are particularly well known for acting for technology companies and investors. We act for more business angel investment syndicates than any other Scottish law firm and our expertise in the early stage investment scene is unrivalled. We also deal with secured lending and property transactions. Our clients instruct us because we have a reputation for "getting the deal done"!

OUR EXPERIENCE AND HISTORY //

Our lawyers have been in the business of providing commercial legal services for many years. Originally we were part of an established full service law firm that provided services to business and also to individual clients. In 2005 we bought out the commercial business of this leading law firm to enable us to focus purely on commercial legal services. This has allowed us to be more flexible and dynamic in the way that we deliver our services to our clients. In 2006 we received independent recognition that this new strategy has been highly successful when we were awarded "Up and Coming Law Firm of the Year" in the Scottish Legal Awards. Click on our people to find out more details about our specialist team of lawyers.

OUR PARTNERSHIP //

MBM Commercial LLP has five partners. It has been established as a limited liability partnership and is regulated by The Law Society of Scotland. Its registered number is SO330552 and its registered office is at 7 Castle Street, Edinburgh EH2 3AH.

For any business considering instructing us it is very important that you can trust and rely on us. We are in the business of providing solutions to our clients and this means that we have to be completely up front about our terms of engagement and fees.

When you instruct us to help you with a particular matter, we shall endeavour to send you a letter or email of engagement. This will normally set out the following:

- who will be doing your work on a day to day basis;
- what we will be doing for you; and
- what the fee structure will be.

In terms of fee structures, we are happy to provide you with a fixed fee quote if you would like. In the absence of (i) agreeing a fixed fee or other fee arrangement to suit your needs for a particular work request or (ii) sending you a letter or email of engagement, we shall base our fees in accordance with our Standard Terms of Business (which is on a 'time spent' basis). Please note that our hourly charges are reviewed each year on or around 1st August.

Please see our website for information on our current Standard Terms of Business and Hourly Charges.

PROFESSIONAL FEES //

Many businesses worry about the level of professional fees that they are charged when instructing professional services. Our aim is to provide our professional services at competitive prices. We are under a duty to ensure that our fees are fair and not excessive. Your business is very important to us and if you are at any time unhappy with our charges then please contact our managing partner, **David Calder** who would like to know.

IDENTIFICATION //

If you are instructing us for the first time as a new client of the firm, we would like to thank you for giving us the opportunity of working with you. When you meet your solicitor for the first time, you need to bring with you two items of I.D. so that we can confirm your identity. This is a statutory requirement under the Anti Money Laundering Regulations. Please [click here](#) for a list of the items of I.D. that can be accepted. The list also outlines some of the checks that we need to perform to make sure that your business exists. We will take a photocopy of the original I.D. documents for our records and then pass the originals back to you. Please note that if you are not a principal, director or partner of your business but have been authorised to deal with us, we also need to carry out an identity check against the principal or a director or partner (as appropriate). This is a standard check which needs to be carried out and we are not permitted to undertake any work for your business until these checks have been completed.

EXISTING CLIENTS //

If you are an existing client of the firm and instructing us for a second or subsequent time, we would like to thank you for your continued loyalty and support.

We are also keen to take an interest in and support the businesses of our clients. If your business is changing or even experiencing difficulties then we would be happy to come and meet you to discuss how we might be able to help. Please contact our managing partner, David Calder, or your usual contact, if you would like to meet up.

CONDITIONS OF USE www.mbmcommercial.co.uk //

Welcome to the website of MBM Commercial LLP ("MBM"). MBM is a limited liability partnership registered in Scotland, number SO330552 with its registered office at 7 Castle Street, Edinburgh EH2 3AH. MBM is a commercial legal firm. The use of this site is subject to the following conditions.

Please read the undernoted conditions carefully before you use this site.

By using any part of this site you will be held to have accepted that you will be bound by these conditions. MBM may change these conditions at any time by posting new or amended conditions on this site. Your continued use of this site after any changes are posted means that you are held to have accepted that you are bound by the new or amended conditions.

DISCLAIMER //

This site and website content are provided for general information only without any warranty that the content is accurate, current or complete, fit for a particular purpose or free from any computer virus or other defect. Nothing in this site constitutes legal, financial, investment or other professional advice. MBM accepts no responsibility for loss which may arise from reliance on information contained in this site and recommend that for a specific legal, financial, or investment matter or problem professional advice should be obtained from a suitably qualified professional person. If you have any queries please contact enquiries@mbmcommercial.co.uk. MBM will not be liable for any damages of any kind resulting from the use of or inability to use this site or its content. This site may contain links to other websites. MBM does not approve or endorse and accepts no liability for the content of any third party websites which may be accessed via, or linked to, this site. The existence of a link to another website is not an authorisation by MBM to you to access content or material from that other website.

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- Printing in hard copy form portions of the content of this site for personal use;
- Downloading any page from this site for personal use only;
- Storing pages from this site in a cache or other temporary retrieval system for the sole purpose of personal viewing off-line.

These consents do not permit you to modify any of this site's content or to use it in any commercial material without MBM's prior written consent.

LINKING //

You may, subject to the following conditions, provide a link to the Home/Welcome page of this site: -

- The right to link to this site is revocable by MBM and MBM reserves the right to prohibit any link and to employ measures, including technical measures, to remove any link;
- Any link to this site must not be misleading or give the impression that MBM are associated with you or have approved or endorsed any internet site or equivalent entity from which such link is made;
- Any such link must indicate MBM Commercial LLP or MBM or www.mbmcommercial.co.uk as the destination of the link and must not use any MBM logo or other proprietary graphic or trade mark without MBM's prior written consent and
- You may not use framing or deep linking to this site without MBM's prior written consent.

USE AND INDEMNITY //

- MBM expressly prohibits the use of this site by you for any purpose which may be unlawful in the United Kingdom and in your jurisdiction if located outwith the United Kingdom .
- You agree to keep MBM indemnified against any claim, loss, liability, damages or expenses on a full and unqualified indemnity basis arising out of any misuse by you of any part of this site or any information embodied in it.

WAIVER AND ENFORCEMENT //

- Failure by MBM to take action in respect of a breach by you of these conditions shall not prevent MBM from taking future action in respect of the same breach or any other breach by you of these conditions, unless MBM agree to the contrary in writing.
- If any of these conditions is held to be unenforceable it will not affect the validity and enforceability of the remaining conditions.

OUR DETAILS //

The service provided through this website is provided by MBM Commercial LLP, Solicitors
MBM Commercial LLP's address is 7 Castle Street, Edinburgh EH2 3AH .

MBM Commercial LLP can be contacted at enquiries@mbmcommercial.co.uk
and on + 44 (0) 0845 408 5453.

MBM Commercial LLP are solicitors regulated by the Law Society of Scotland , 26 Drumsheugh Gardens, Edinburgh, EH3 7YR, +44 (0) 131 226 7411, which does not issue registration numbers.
MBM Commercial LLP's VAT Number is 859 3069 87.

GOVERNING LAW //

These conditions of use are governed by the Law of Scotland and the Scottish Courts shall have nonexclusive jurisdiction in any disputes between you and MBM.

STATEMENT OF INTENT //

Our Privacy Policy, which applies to this website operated by MBM Commercial LLP, explains how and why we collect personal information about you. We are committed to responsible management of personal information in accordance with the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003. The registration number of MBM Commercial LLP on the UK Data Protection Register is PZ9009827 (see www.dataprotection.gov.uk).

COLLECTION OF PERSONAL INFORMATION //

In order to receive certain information and to use certain services on this site you will be asked to provide personal information about yourself such as your name, address and email address. When you provide this information to us you consent to our use of that information in accordance with the terms of this Privacy Policy. This information will be used to provide you with the services that you have requested and to provide you with news and information about our products and services. If you no longer want to receive such information just let us know by emailing us at enquiries@mbmcommercial.co.uk and we will stop sending it.

STORAGE OF PERSONAL INFORMATION //

We will keep your personal information for as long as we need it to provide our products and/or services to you. We will try to keep personal information which we hold about you up to date, but if you think that we are holding information which is inaccurate or you are otherwise unhappy about our use of your personal information then please send us an email to enquiries@mbmcommercial.co.uk to let us know.

SHARING INFORMATION //

We will not sell the personal information that we collect from you. We use the personal information which we collect from you to help us provide our products and/or services to you. Some data processing in relation to this site may be carried out for us by a third party and in some cases that may mean that the third party will receive your personal information. Apart from this we will not share or transfer any personal information with any other third party unless we are required to do so by law.

COOKIES //

Some websites use "cookies" which are text only strings of information that the website you are visiting transfers to the cookie file of the browser on your computer. Their purpose is to identify users and to enhance the user's experience by customising web pages. A cookie will usually contain the name of the domain from which the cookie has come, an expiry date for the cookie, and a value, which is usually a random generated unique number.

USE OF COOKIES ON OUR SITE //

This website does not use cookies.

I.P. ADDRESS //

This site logs your Internet Protocol (I.P.) address. All computers that are linked to the Internet have an I.P. number. An I.P. address does not provide identifiable personal information.

ACCESS //

You are entitled under the Data Protection Act 1998 to a copy of the personal information that we hold about you if you apply to us in writing. We may make a small charge for dealing with any such request.

LINKS //

This site provides links to other websites. Our Privacy Policy applies only to this site and we are not responsible for the privacy practices of third party sites.

INTRODUCTION //

MBM Commercial is committed to providing the very best advice and client service, with a focus on getting you the result you want, on time and on budget.

We provide a full range of commercial legal services to businesses and our core areas of expertise are: Corporate, Corporate Finance, IP & Technology, Commercial Property, Commercial Litigation and Employment. If you require further information about any of these service offerings or would simply like to speak to someone about an issue then please contact us.

CORPORATE //

The Corporate Team is focused on providing commercial solutions and getting results. We act for a wide variety of businesses and offer a wide range of corporate services.

We regularly get involved in the following types of transaction for our clients:

- Business start-ups
- Company and limited liability partnership incorporations
- Business spin-outs (especially from Universities where we have a wealth of experience)
- Partnership and joint venture deals
- Business restructuring and re-organisations
- Business mergers, acquisitions and disposals
- Option schemes
- Shareholder agreements and disputes

We also help many clients with a variety of commercial trading and contractual matters including:

- Strategic alliance and collaboration deals
- Distribution and franchise agreements
- Terms and conditions of business
- Service and supply agreements
- Reseller and marketing agreements
- Agency and commission agreements

For more information on our work in the areas of corporate transactions and commercial contracts, please see the Deals Done and Testimonials sections of our website.

We also provide ongoing business compliance services to our clients including:

- Registered office services
- Company secretarial services
- Nominee arrangements
- Non-executive director services
- Corporate governance and directors' duties advice

To find out more about our various Corporate services please contact:

Sandy Finlayson and **Kenny Mumford** for advice on corporate transactions including partnership issues, reorganisations, mergers, acquisitions and disposals

Ross McGregor for our registered office service & company secretary service

Sandy Finlayson for investment, corporate governance & non-executive director/consultancy services

Stuart Hendry for advice on start ups, spin-outs & commercial contracts.

CORPORATE FINANCE //

MBM Commercial is particularly well known for its expertise in the areas of private equity and early stage investment. Many of our clients are investors. We also act for companies throughout the UK who we have successfully helped make the right connections and introductions to help secure investment for their businesses.

We have helped set up and act as legal advisers for several syndicates of business angel investors throughout the UK and are founding members of Linc Scotland (the Scottish business angel network). We act for more business angel syndicates than any other Scottish law firm and our expertise in the early stage investment scene is unrivalled. Many of these syndicates are members of the Scottish Enterprise – Scottish Co-investment Fund ("SE-CIF") and as a result we have a considerable amount of experience in dealing with SE-CIF investment deals and other matched funding deals.

In addition to business angel syndicates, we act for other venture capital groups. We have been involved in the set up of several investment funds over the years and more recently we set up the UK's first Enterprise Capital Fund, which is a London based DTI backed £30m fund.

Our Corporate Finance Team can help with the following:

- Secure investment from investors
- Help investors make investments in companies
- Set up business angel investment syndicates
- Set up investment funds
- Rights issues and private placings
- Provision of investment due diligence services
- Legal reviews of business plans
- Preparation of investment documentation
- Advice on financial services issues

If you are going to instruct a law firm to help with an investment, you need to choose a firm with a reputation for "getting the deal done". Our lawyers are skilled project managers and in many transactions this is often more important than one's knowledge of the law. We have acted for winners of national "deal makers" awards and we think this says it all.

For more information on our work in this area please see the Deals Done and Testimonials sections of our website.

To find out more about our Corporate Finance services, please contact [Sandy Finlayson](#) or [Stuart Hendry](#).

IP & TECHNOLOGY //

MBM Commercial has a pre-eminent reputation as a leading legal adviser to a large number of growing technology companies, many of which have spun out of academic institutions or established businesses. We also act for a number of investors focusing on technology investments. We have experience in the fields of biotech, healthcare, information technology, telecoms and eCommerce with many clients operating in these sectors.

The IP & Technology Team at MBM Commercial can help you with all aspects of protection and exploitation of Intellectual Property (IP) rights, including advice on:

- Branding and trademarks
- Protection of confidential information and know-how
- Exploitation of copyright, patents and other IP rights
- Licensing deals (eg for software or patents)
- Information technology contracts
- Data protection
- eCommerce and the Internet

Over the years our lawyers have helped our clients in many ways, including setting up websites, putting in place online trading schemes that comply with data protection and distance selling regulations, dealing with technology transfer, preparing privacy, IT & Internet policies, assisting in the recovery of company software and other IP from former staff, closing significant contracts for the supply and distribution of IT and software solutions and even dealing with domain name disputes.

The IP & Technology Team also offers the following services for clients:

- Software escrow services via our trusted third party escrow agent, MBM Commercial Escrow Services Limited
- Website & online trading compliance and seminars
- Data Protection compliance and seminars
- IP and eCommerce Risk Management audits

Please also note that several of our lawyers have specialist degrees in Information Technology and Telecommunications Law.

To find out more about our IP & Technology services please contact [Stuart Hendry](#).

COMMERCIAL PROPERTY //

Our dedicated team of commercial property lawyers provides the full range of commercial property services to occupiers, funders, developers and investors in the commercial property industry across the retail, office, industrial and leisure sectors.

We can provide you with advice on the acquisition and disposal of all types of commercial property and on the development of land use of commercial property. We also handle the security arrangements for properties, acting either for major lending institutions or borrowers. We manage all aspects of commercial leasing and advise on all types of commercial agreements ancillary to commercial property transactions.

Commercial property transactions are of vital importance to our clients due to the value to any business of the property it owns, occupies or relies on for security. We recognize that our clients expect and require the best legal advice available and of equal importance is an awareness of the commercial requirements of any deal and the aims of the client. What we therefore aim to achieve is a balance between commercial reality and important legal issues. We deal very closely with other professionals in the property industry such as agents, surveyors, banks, architects and accountants to ensure that our clients' requirements are met.

To find out more about our Commercial Property services, please contact [Adam More](#) or [Jane Ramsay](#).

COMMERCIAL LITIGATION //

Risk is an important part of business life. Taking a risk, however, can go wrong and result in a dispute. Perhaps a supplier is in breach of contract, your technology is being misused, your customer will not pay your invoices or you have received negligent professional advice. We have a dedicated team of commercial litigators at MBM Commercial to help you in these sorts of difficult situations.

A litigation lawyer is often seen as the lawyer of last resort - the lawyer to whom you turn when all else fails! We see our role as being slightly different. We focus on solving the problem in a way that is acceptable to you. If, however, you find yourself embroiled in a dispute and in court, we can offer behind the scenes advice which is informed and practical. If necessary we can represent you in the courtroom where we have helped our clients win some major cases.

We also provide our clients with a Risk Management service, where we identify steps you can take to prevent disputes arising. We have developed a number of products to support this service, including a Cash Control service.

To find out more about Commercial Litigation, Risk Management or Cash Control services, please contact **David Calder**.

EMPLOYMENT //

Our Employment Law Team can help guide you through the constantly changing maze of employment law. We can assist you in developing a strategy for the implementation of your business objectives and ensure that your obligations to staff are met.

We can provide your people managers with training tailored to the needs of your business on vital issues such as dealing with absence, discipline and grievance, performance management and contracts of employment. We can also provide you with representation before the Employment Tribunals should this be required.

We are on hand to advise you on your rights and options in relation to:

- Contracts of Employment/Service Contracts for Directors
- Managing Performance
- Dealing with Disciplinary Matters
- Dealing with short and long-term absence
- Discrimination
- Unfair Dismissal
- Working Time
- Employee Incentives
- Redundancy
- Equal pay claims
- Transfer of Undertakings (TUPE regulations applicable to employee rights in the event of a business transfer or sale)
- Negotiating compromise and exit deals
- Remuneration packages, employee share schemes and other incentive arrangements
- Attendance at Employment Tribunals

Our approach is solutions-based, seeking to achieve the best outcome for all concerned. To find out more about managing staff or your rights as an employee, please contact **John Lee**.