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Holohan Lane LLP

Terms of Business 2024

1. Provision of the Firm's Services.

- (a) We **Holohan Lane Limited Liability Partnership (Holohan Lane LLP)** aim to provide all of our clients with consistently top quality legal advice and services as promptly and cost effectively as possible. This document explains the terms on which we do business. We will provide legal services in relation to any matter on which we are instructed, ("**the Matter**") on the terms contained in this document and as contained in any letter of engagement provided by us ("**the Letter of Engagement**"). If there is a conflict between any specific Letter of Engagement and the general terms in this document, then the specific terms of the Letter of Engagement will prevail. Should you instruct us in a separate matter in the future a separate letter of engagement may be issued in that matter but until then the terms of our retainer will be on the same basis as agreed in this matter. Your continuing instructions will amount to an acceptance of these terms of business. However, we reserve the right not to start work on your behalf until one copy has been signed and returned to us.
- (b) All reasonable efforts will be made to ensure that the partner and / or other lawyer(s) named in any Letter of Engagement, or as otherwise notified to you, are available to work for you on the Matter. We will do our best to provide you with reasonable notice of any necessary changes in the team and to provide details of any proposed replacement on a long term basis. On a short term or urgent basis it may be necessary for members of staff to deputise for the normal designated person, such as in the case of (i) holidays; (ii) illness or (iii) urgent/priority matters, other than your matter.
- (c) Notwithstanding your initial contact with any individual member of our firm, we, in our absolute discretion, (unless expressly otherwise agreed in writing, with you), decide on the appropriate member of the firm to act in relation to the work to be undertaken on your behalf and may assign the work related to the Matter to that person or, we may, in our absolute discretion, from time to time outsource both legal and or support work in relation to the Matter, (for instance administrative or secretarial work) and steps will be taken to ensure client confidentiality is maintained.

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- (d) We will report to you on the progress of the matter regularly, as agreed with you.
- (e) Unless we agree otherwise in writing, we shall assume that where we act for more than one person but only one of them tells us what to do, that person has the authority of the other(s) to do so. Where we do act for more than one person, each person for whom we do work is equally responsible for the instructions given to us and for payment of our fees and outlays in connection with that matter. If you do not understand what this means, please ask us to explain.
- (f) In accordance with Money Laundering Regulations, in certain circumstances and usually before accepting instructions, we will ask you to provide evidence of your identity and residential or business address and other information as set out in our standard "Client Identification Form" and, if you are acting as an agent, for evidence of your principal's identity. Such Regulations may require information to be disclosed to the authorities. In such circumstances, this obligation overrides the obligation of client confidentiality. The information you give us may include your name, date of birth, marital status, details of dependants, home address, contact address, e-mail address and phone number, employment details, bank account detail, tax details, assets and liabilities, expense details, financial and credit card information, photo identification documentation, criminal convictions. Information supplied is kept secure, is used only for legitimate purposes in our activity as legal service providers and is retained for no longer than is necessary, subject to any regulatory rules regarding record maintenance.
- (g) We are also obliged to report any reasonable suspicions about instructions received, transactions and activities to the regulatory authorities. This may affect our relationship with you so far as confidentiality is concerned. If the firm is required under legislation to refrain from communicating with clients and/or proceeding, the firm can accept no liability for the consequences of being prevented from doing so.
- (h) Under Solicitor Accounts Regulations we are not entitled to pay out as against any funds received, whether by way of cheque lodgement or bank draft, until a minimum of five working days have elapsed. Personal cheques will be treated as cleared five working days after being made available for banking or, if later, when our bank can confirm that the cheque has cleared, whichever be the later. It is therefore important that we are put in funds in good time to enable us to draw out funds in respect of any payments to be made.

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- (ii) an agreed "fixed fee basis"; or
- (iii) certain types of work which were charged according to the scale of fees based on the value of the transaction or on a transaction fee basis.

These rates may not be appropriate in cases of exceptional complexity or urgency. Where it becomes apparent that such circumstances exist, we reserve the right to cease acting for you unless revised rates are agreed for future work.

- (b) Depending on the work involved, we will try to estimate in advance the likely fees for any such work and the expenses involved. This however is not at times an exact science and it may not be possible to give you an accurate or detailed estimate in advance. In such circumstances we will give you the best guide that we can and we will review the position with you on an ongoing basis.
- (c) Most cases or transactions involve contact with other lawyers and their clients. Even if a matter is, or at least initially appears to be, relatively or legally straight forward, the extent of the legal work required for it may not be wholly within your control or our control. In the case of litigious or transaction matters, the nature and extent of the work may be largely dictated by Court procedures or by the position taken by other parties or by you. Of necessity, despite the best efforts to provide a reasonable guidance as to the amount of work that would be involved and the cost that may be involved, as the matter unfolds it may transpire that more is involved than was originally envisaged.
- (d) In cases where you ask us to advise on a situation or legal implications of different approaches to a particular problem, you would need to take a view about the format or scope of the work that is actually required, at least initially. This will be highly relevant for any fee estimate. An initial general overview of an issue would require less time and legal resources to carry out a comprehensive review of all possible scenarios.
- (e) Our fees do not include the fees of Counsel, third party lawyers or any other professional advisors or experts, nor all or any other incidental expenses or disbursements for which you will be liable

which would include charges for travel, telephone calls, facsimile messages, printing, photocopying, subsistence, accommodation etc.

- (f) Where we engage any other professionals on your behalf (such as other lawyers or accountants) whether in Ireland or abroad, we do so as your agent. When we engage such professionals, we shall do so with care but will not be held responsible for any act or omission of those professionals unless otherwise agreed in writing.
- (g) We may sometime ask you to put us in funds to pay the items mentioned in paragraph 3 (e) above, either in advance or on account or periodically as monies become due for payment, or we may ask you generally to put us in funds in advance on account of our fees, disbursements and expenses. We may use these funds paid in advanced on account generally to pay our own fees, disbursements and expenses upon delivery of our bill to you. It is our policy in litigation matters where court fees and other expenses are likely to be incurred at an early stage to ask for a deposit generally on account of fees and expenses at the outset. It is a rule of the firm that we cannot instruct counsel on your behalf unless you have made an appropriate payment to us on account of counsel's fees. The initial deposit on account and any additional sums required, for example where counsel's fees are incurred, will be utilised for payment of the expenses incurred and an account will be rendered as payment is made. The deposit will be placed to your credit in our accounts system. We will not spend this money unless we either incur expenses on your behalf or deliver a bill to you. In order to avoid any misunderstandings, we must make it clear that this is not an agreed fee, nor even an estimate, but only a payment on account.
- (h) Fees expenses and disbursements are generally exclusive of VAT for which you will be liable. At present, VAT is generally payable at 23%.
- (i) Depending on the Matter, Interim bills may issue to you and a final bill will issue on completion of the Matter. Each bill may be accompanied by any details required of the work undertaken, and if requested, copies of invoices for significant external disbursements and expenses.
- (j) All bills, (whether final or interim), are payable within 30 days of the date of invoice and requests for payments are due for payment in full when they are received. Interest will be chargeable on

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any overdue account at the overdraft rate charged from time to time by Associated Banks in the Republic of Ireland, for personal customers, or the rate of interest specified for the time being in the Prompt Payment of Accounts Legislation or the Courts Act, whichever be the higher.

- (k) Once a bill has been delivered, the collection of the account is handled by our Accounts department who will, as a matter of course, send appropriate statements and reminders at certain intervals. You should feel free to call your primary contact or the Accounts department in the event of any query.
- (l) Clients' money is held on deposit in a separate client bank account, separate from our office bank account. Unless otherwise instructed by you, monies will not be placed in a deposit interest bearing account, and will merely be held in a general current account which is non interest bearing. In such circumstances no interest will accrue to or be payable to you. We will, where appropriate, account to you for any interest earned, (less tax if appropriate), or on any monies held on deposit for a period of time.
- (m) In event that a negative interest rate is applied by any bank on the cash balances of our client bank account and we hold money on account in that client bank account on your behalf then the applicable negative interest rate charge will be your liability and will be debited against the funds held by us on your behalf in that account or may be charged by us to you as a chargeable outlay or expense and you agree to indemnify us in respect of any such charge.
- (n) Fees are payable whether or not a case is successfully concluded or a transaction is completed. If any case or transaction does not proceed to completion for any reason during the period in which we are instructed, then we shall be entitled to charge for work done on the basis set out above but, in our absolute discretion, we may waive part or all of such entitlement to fees.

4. Payment of costs by third parties and ancillary matters.

- (a) You will remain liable to us for payment of our fees, expenses and disbursements in respect of any arrangement for the payment by a third party, (including any insurance against legal costs), or any Order for Costs made by any Court in your favour. In each and every case you will be the addressee of our bill.

Monday, 16 Sunday
11:43:20 AM
11:43:20 AM

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- (b) In some litigation cases a successful client may be entitled to the payment of costs by some other party to the proceedings. However, it is rare for the system of "taxation" of costs, as it is known, to result in the other party having to pay the full amount of the costs incurred by the client with their own Solicitor. If the other party is in receipt of legal aid, no costs are likely to be recovered. You should realise that the primary liability for costs incurred with us is yours even in a case where it is expected that an order for costs will be obtained against another party. Further, the costs of seeking to enforce such an order for costs against another party have to be met by you.
- (c) If any Order for Costs is made by a Court against you, (whether in interlocutory proceedings or otherwise), you will be responsible for the payment, except to the extent to which we have been put in funds to pay them on your behalf.

5. Corporate Clients.

In circumstances where we are instructed by a corporate client, by any authorised officer, director or secretary or other person authorised to transact on behalf of the company, then unless otherwise specifically agreed in writing, all proprietary directors of the client company shall also be regarded, for the purposes of the terms of business, as being as a client who is jointly and severally liable for the payment of all fees due to this firm, and notwithstanding the delivery of bills to you, as the corporate client, notwithstanding the payment on account in part or in whole of such bills, and notwithstanding failure to pay, it will at all times be open to us to deliver to any such proprietary director a request for payment, as if such bill of costs had been delivered to the named proprietary director in the first instance, and it will be open to us to deliver an amended bill addressed to that proprietary director, and to proceed on foot of same.

6. Confidentiality.

- (a) We will keep strictly confidential, any information obtained by you, except in so far as we are required by law or by any other relevant process, to disclose details of your dealings with us. This duty does not apply to documents or information which we obtained or developed independently of any work done for you, or which are in the public domain.

received by you in error please contact us at reception@holohanlaw.ie. Instructions received by Holohan Lane LLP by electronic mail have no validity until confirmed by Holohan Lane LLP. Any unauthorised form of reproduction of email communication is strictly prohibited.

The firm does not guarantee the security of any information electronically transmitted and is not liable if the information contained in this communication is not a proper and complete record of the message as transmitted by the sender or for any delay in its receipt. The Firm accepts no responsibility for any loss or damage resulting directly or indirectly from the use of electronic mail or for the contents within

In the event of a dispute neither of us will challenge the legal evidential standing of an electronic document and Holohan Lane LLP systems shall be deemed the definitive record of electronic communications and documentation.

We would remind our clients that due the popularity of email as an attack vector, it is critical that enterprises and individuals take measures to secure their email accounts against common attacks as well as attempts at unauthorised access to accounts or communications. Malware sent via email messages can be quite destructive. Phishing emails often contain malware in attachments designed to look like legitimate documents or include hyperlinks that lead to websites that serve malware. Phishing emails can also be used to trick recipients into sharing sensitive information, often by posing as a legitimate business or trusted contacts. Phishing emails aimed at stealing information typically will ask recipients to confirm their login information, passwords, social security number, bank account numbers, and even credit card information. Some even link to counterfeit websites that look exactly like that of a reputable vendor or business partner to trick victims into entering account or financial information. Holohan Lane LLP will never seek such information from our clients.

Our website address is www.holohanlaw.ie. While Holohan Lane LLP uses reasonable efforts to include accurate and up-to-date information on its website, errors or omissions sometimes occur. To the fullest extent permissible under applicable law, Holohan Lane LLP makes no warranties or representations as to the accuracy of the content of this website and under no circumstances, including, but not limited to, negligence, shall Holohan Lane LLP or any party involved in creating, producing, or delivering the website be liable to you for any direct, incidental, consequential, indirect, or punitive damages that result from the use of, or the inability to use, the materials on this website. Holohan Lane LLP assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property as a result of your

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access to, use of, or browsing in the website or your downloading of any materials, data, text, images, video, or audio from this website. Holohan Lane LLP does not guarantee the accuracy, completeness or correctness of any information on its website. You agree that use of the site and its contents is entirely at your risk and to the extent permitted by law, all warranties or conditions that would, but for the terms of this disclaimer, be implied by statute or otherwise, are excluded.

10. Recordings.

A Partner or lawyer or member of staff may make an electronic recording of a conversation of a colleague, client or third party and an attempt is routinely made to make audio recordings of all conversations, communications and meetings. Such recordings may be made without express reference to same at the commencement of any particular conversation, meeting, consultation or engagement, and you are hereby deemed to be a notice of the foregoing and expressly consent to such recordings being made and retained. Such recordings will form part of the file record system in the same way as documentation or electronic communications.

11. General.

- (a) No waiver of or amendment to any term or condition of these terms of business will be effective unless it is made or confirmed in writing signed by one of our partners and by you.
- (b) We hope that you will not have any cause for complaint. If however you do have cause for complaint or a problem about us, please raise it in the first instance with your client partner and if the issue cannot be resolved, with one of the other partners.
- (c) We shall be at liberty to destroy all files and papers, other than title deeds, six years after the conclusion of the matter to which they relate, unless you otherwise request in writing.
- (d) It is the practice of the firm to utilise an electronic filing system. This means that all communications to and from you, and to and from any other party, and all documentation, is scanned and saved in an electronic file format and not in a hard copy format and is saved to the electronic file as are all electronic communications and recordings as referenced above. All hard copies, after being scanned are then recycled and/or shredded,

and not maintained. Only original documentation, where considered necessary by a member of this Firm, will be retained. We will not keep an original or hard copy file or document unless specifically agreed with you that this should be done.

- (e) These terms of business set out the rights and obligations of you and this firm only. Nothing in these terms of business shall confer or purport to confer any benefit or the right to enforce any term of these terms of business on any third party. No liability shall attach to any other party, other than as agreed between us in writing.

12. Governing Law and Disputes.

- (a) These terms of business will be governed by and interpreted in accordance with the laws of Ireland. These terms of business will be deemed to have been concluded at the Cork offices of our firm, currently at WaterView House, 16 Sundays Well Road, in the City of Cork, Ireland, T23 Y952.
- (b) Any dispute arising out of these terms of business or our provision of legal services to you will be submitted in the first instance to voluntary mediation under the auspices of the Chartered Institute of Arbitrators Ireland and in the absence of agreement a mediator shall be appointed by the Chairman of the Chartered Institute of Arbitrators Irish Branch, and if mediation is not successful, then to arbitration by an arbitrator to be nominated by the Chairman for the time being of the Chartered Institute of Arbitrators Irish Branch. In the event of the chairman being conflicted, or unable or unwilling to make such appointment, then the appointment shall be made by the Vice Chairman or the Secretary of that body instead.
- (c) Subject to the foregoing, it is agreed that the courts in Ireland shall have exclusive jurisdiction in relation to any matter which may arise as between you and us and you hereby submit to the exclusive jurisdiction of the courts of Ireland.
- (d) A dispute relating to our fees, disbursement or expenses, may be dealt with in the foregoing fashion, save and except to the extent that it may be necessary, pursuant to statute, to have same submitted to the Legal Costs Adjudicator, and nothing herein contained shall prejudice your right to seek adjudication of legal costs.

**HOLOHAN LANE LLP SOLICITORS,
PRIVACY NOTICE
APPENDIX TO TERMS OF BUSINESS**

1. Definitions

In this Privacy Notice the following definitions shall apply:

"Client Personal Data" means any personal data provided to us by you, or on your behalf, for the purpose of providing our services to you, pursuant to our engagement letter with you;

"Controller" means—

- a) a competent authority that, whether alone or jointly with others, determines the purposes and means of the processing of personal data, or
- b) where the purposes and means of the processing of personal data are determined by the law of the European Union or otherwise by the law of the State, a controller nominated—
 - (i) by that law, or
 - (ii) in accordance with criteria specified in that law;

"Data Protection Legislation" means all applicable privacy and data protection legislation and regulations including the General Data Protection Regulation EU 2016/679 as supplemented by the Data Protection Bill 2018 together with other laws which relate to privacy and electronic communications;

"Data Subject" means an individual to whom personal data relate;

"Joint Controller" means, where 2 or more controllers jointly determine the purposes and means of the processing of personal data (referred to as "joint controllers" per the Data Protection Bill 2018), they shall determine their respective responsibilities for compliance in a transparent manner by means of an agreement in writing between them, save in so far as the said responsibilities are determined by the law of the European Union or the law of the State.

"Personal Data" means information relating to—

a) an identified living individual, or

b) a living individual who can be identified from the data, directly or indirectly, in particular by reference to—

- i) an identifier such as a name, an identification number, location data or an online identifier, or
- ii) one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual;

"Processing" of or in relation to personal data, means an operation or a set of operations that is performed on personal data or on sets of personal data, whether or not by automated means, including—

- a) the collection, recording, organisation, structuring or storing of the data,
- b) the adaptation or alteration of the data,
- c) the retrieval, consultation or use of the data,
- d) the disclosure of the data by their transmission, dissemination or otherwise

- e) making the data available,
- f) the alignment or combination of the data, or
- g) the restriction, erasure or destruction of the data;

"Processor" means an individual who, or a legal person, public authority, agency or other body that, processes personal data on behalf of a controller, but does not include an employee of a controller who processes such data in the course of his or her employment;

"Special Categories of Personal Data" means-

- a) personal data revealing—
 - i.) the racial or ethnic origin of the data subject,
 - ii.) the political opinions or the religious or philosophical beliefs of the data subject, or
 - iii.) whether the data subject is a member of a trade union,
- (b) genetic data,
- (c) biometric data for the purposes of uniquely identifying an individual,
- (d) data concerning health, or
- (e) personal data concerning an individual's sex life or sexual orientation.

It is very important that the information we hold about you is accurate and up to date. Please let us know if at any time your personal information changes by emailing us at reception@holohnlaw.ie.

3. THE DATA THAT WE COLLECT ABOUT YOU, THE PURPOSE FOR WHICH WE COLLECT IT AND THE GROUNDS UPON WHICH WE PROCESS IT.

Personal data means any information capable of identifying an individual. It does not include anonymised data.

For the purposes of this privacy notice the firm provides legal and other professional services.

You shall only disclose client personal data to us where:

- i.) you have provided the necessary information to the relevant data subjects regarding its use (and you may use or refer to our privacy notice available at for this purpose);
- ii.) you have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject's consent; and
- iii.) you have complied with the necessary requirements under the data protection legislation to enable you to do so.

We shall only process your personal data:

- In order to provide our services to you and perform any other obligations in accordance with our engagement with you;
- In order to comply with our legal or regulatory obligations; and

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- Where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects' own privacy rights. Our privacy notice contains further details as to how we may process client personal data.

We may process the following categories of personal data about you:

- **Engagement Data** includes any data which you may provide to us in order to assess whether we are in a position to act for you in relation to the agreed services, and, in the event that we are and are willing to do so, the information we need for money laundering identification purposes in advance of formally agreeing to providing the agreed services. It also includes communication and other data generated in the course of providing the agreed services for which we have been engaged. We process this data to supply our services and to act for you as your legal and other services provider. Our lawful grounds for processing this data is the performance of a contract to which you are party, providing you with advice in relation to providing the agreed services which we have been engaged and acting for you in connection with that engaged service. We will only ever process your engagement data for the purpose for which we have been retained, on the basis which you instruct us to act on your behalf on that service and to retain a record of the engagement data to comply with our legal and Institute/Association compliance obligations.
- **Communication Data** includes any communication that you send to us whether that be through any contact forms on our website, through email, text, social media messaging, social media posting or any other communication that you may send us. We process this data for the purposes of communicating with you, for record keeping and for the establishment, pursuit or defence of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to provide the agreed services for which we have been engaged. A solicitor may make an electronic recording of a conversation with a client, a colleague, or third party and an attempt is routinely made to make audio recordings of all communications and meetings with the writer. Such recordings may be made without express reference to same at the time of commencement of any conversation, meeting, consultation or engagement, and you are hereby deemed to be a notice of the foregoing and consent to such

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recordings being made and retained.

- **Personal Contact Data** includes data such as your name, title, address, email address, phone number and contact details. We process this data to communicate with you, for record keeping and for the establishment, pursuit or defence of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records, to grow our business and remain in contact with you and to provide the agreed services for which we have been engaged
- **Marketing Data** includes data about your preferences in receiving marketing from and your communication preferences. We process this data to enable you to partake in our promotions and offers, to deliver relevant website content and advertisements to you and to measure or understand the effectiveness of this advertising. Our lawful ground for this processing is our legitimate interests which in this case are to study how customers use our products/services, to develop them, to grow our business and to decide our marketing strategy.
- **Website Data** includes data that you may provide to us if you visit our website. If you wish to see our Privacy Notice in relation to Website Data.
- **Special Categories of Data** refers to data that includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data and information about criminal convictions and offences. We do not collect Special Categories of Data about you, unless it is relevant to the issues in respect of which our services are engaged.

If your Engagement Data includes special categories of data such as medical or health data we will only process such special categories of data for the purposes of providing you with compliance advice and acting for you as your accountant/auditor in connection with the agreed engaged services.

Where we are required to collect personal data by law, or under the terms of the contract between us and you do not provide us with that data when requested, we may not be able to perform the agreed service

for which we have been engaged (for example, to continue to act for you in Revenue enquiries). If you don't provide us with the requested data, we may have to cease to act for you but if we do, we will notify you at the time.

We will only use your personal data for a purpose it was collected for or a reasonably compatible purpose if necessary. In case we need to use your details for an unrelated new purpose we will let you know and explain the legal grounds for processing.

We may process your personal data without your knowledge or consent where this is required or permitted by law.

We do not carry out automated decision making or any type of automated profiling.

4. HOW WE COLLECT YOUR PERSONAL DATA

We may collect data about you by you providing the data directly to us, (for example by filling in forms on our website or in our offices or by sending us emails and correspondence by post or by speaking with us on the telephone and/or in meetings).

We may collect data from third parties who you authorise us to obtain the data from on your behalf (for example the Revenue Commissioners, the Companies Registration Office, financial institutions or another professional or adviser).

5. Marketing Communications

Our lawful ground of processing your personal data to send you marketing communications is either by your consent or our legitimate interests (namely to grow our business).

Under the Data Protection Legislation, we may send you electronic marketing communications from us if (i) you made a purchase or asked for information from us about our services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since.

We will not share your personal data with any third party for their own marketing purposes without your express consent. Some of the ways in which we may collect information from you may include subscription to newsletters, at registration at events, via social media or website communications and product promotional activity. In the event that we partner with third party suppliers we accept no responsibility for the security or content of any third party websites or third party social media activity.

You can request us to stop sending you electronic marketing messages at any time by following the opt-out links on any marketing message sent to you. We would like to contact you by way of letter, email or telephone call. If you do wish to receive such marketing information, please notify us in writing in order to allow us appropriately note our records. You can request us to stop sending you marketing message by post at any time emailing us at reception@holohanlaw.ie, by writing to us at **Water View House, 16 Sundays Well Road, Cork or Suite 319 The Capel Building, St Mary's Abbey, Dublin 7** or by telephoning us at **00353 21 430034**.

If you opt out of receiving marketing communications this opt-out does not apply to personal data provided in connection with a matter on which we are acting or have acted on your behalf and are obliged to obtain a record of for the purposes of complying with our legal obligations.

6. DISCLOSURES OF YOUR PERSONAL DATA

We may have to share your personal data with the parties set out below:

- Service providers who provide Information Technology (including data processing, software and computer hardware support and system administration services including cloud based services and applications.

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- Service providers who provide business administration services, including third party dictation, typing and transcription services and external file storage and archiving services.
- Professional advisers including other accountants, solicitors, bankers, auditors and insurers who provide consultancy, banking, legal, insurance, accounting services and regulatory support and compliance services.
- Risk management auditors and quality control companies.
- The Revenue Commissioners, the Law Society of Ireland, the Faculty of Notaries Public in Ireland.
- The Data Protection Commission, the Central Statistics Office, and other regulators and authorities based in Ireland and other relevant jurisdictions who require reporting of processing activities in certain circumstances.
- Third parties to whom we sell, transfer, or merge parts of our business or our assets.

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions.

7. INTERNATIONAL TRANSFERS

Countries outside of the European Economic Area (**EEA**) do not always offer the same levels of protection to your personal data, so European law has prohibited transfers of personal data outside of the EEA unless the transfer meets certain criteria.

Some of our third parties service providers are based outside the European Economic Area (**EEA**) so their processing of your personal data will involve a transfer of data outside the EEA. However, such data is encrypted before being sent outside of the EEA, for backup storage and safety purposes only

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Whenever we transfer your personal data out of the EEA, we do our best to ensure a similar degree of security of data by ensuring at least one of the following safeguards is implemented:

- We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission; or
Where we use certain service providers, we may use specific contracts or codes of conduct or certification mechanisms approved by the European Commission which give personal data the same protection it has in Europe; or
- Where we use providers based in the United States, we may transfer data to them if they are part of the EU-US Privacy Shield which requires them to provide similar protection to personal data shared between the Europe and the US.

If none of the above safeguards is available, we may request your explicit consent to the specific transfer. You will have the right to withdraw this consent at any time.

Please email us at reception@holohanlaw.ie if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

8. DATA SECURITY

We have put in place commercially reasonably and appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know such data. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

DUBLIN

9. DATA RETENTION

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

By law, we have to keep data for at least six years after the conclusion of any engagement in order to comply our regulatory and tax obligations and to satisfy the requirements, inter alia, of the Revenue Commissioners. In order to be in a position to establish, exercise and defend our legal rights, the Firm has a policy of retaining all documentation in relation to engagements for a minimum of

- (a) 7½ years in respect of non-conveyancing matters, and
- (b) 13½ years in respect of conveyancing matters,

from the date that the documentation was first received or created by the firm, or data received, or the completion date of the agreed service for which we have been engaged, whichever is the later.

In some circumstances you can ask us to delete your data: see below for further information.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for legal know-how, research or statistical purposes in which case we may use this information indefinitely without further notice to you.

DUBLIN

10. YOUR LEGAL RIGHTS

Under certain circumstances, you have rights under data protection laws in relation to your personal data. These include:

- **The right to Access** - you have the right to request a copy of the personal data that we hold about you, together with other information about our processing of that personal data.
- **The right to Rectification** of your personal data - you have the right to request that any inaccurate data that is held about you is corrected, or if we have incomplete information you may request that we update the information such that it is complete.
- **The right to Erasure** - you have the right to request us to delete personal data that we hold about you. This is sometimes referred to as the right to be forgotten.
- **The right to Object to processing and restrict processing** - you have the right to request that we no longer process your personal data for particular purposes, or to object to our processing of your personal data for particular purposes.
- **The right to Data portability** - you have the right to request us to provide you, or a third party, with a copy of your personal data in a structured, commonly used machine readable format.

By consenting to this privacy notice you are giving us permission to process your personal data for the purposes identified.

If we are processing personal data based on your consent, you may withdraw that consent at any time. This does not affect the lawfulness of processing which took place prior to its withdrawal.

You can see more about these rights at: www.dataprotection.ie

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LLP SOLICITORS

Should you require any further details regarding our treatment of personal data, please contact our John Lane. You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

If you are not happy with any aspect of how we collect and use your data, you have the right to complain to the Data Protection Commission (DPC), the Irish supervisory authority

Yours sincerely

Bill Holohan SC
HOLOHAN LANE LLP