Dr G L Stephen BSc MBChB MRCOG Consultant Obstetrician

Terms of Engagement:

General:

- The following Terms of Engagement shall apply to the provision of medical reports and expert medical witness work by Dr Gillian L Stephen (the “Expert") of GLS Medical, First Floor, Swan Buildings, 20 Swan Street, Manchester, M4 5JW.
- • The “Instructing Solicitors (or their agents)” have appointed the Expert to provide services (the “Appointment”) in accordance with these Terms of Engagement for such period as to allow the Expert to complete her Instructions, unless determined by either party in writing.

Fees:

- Preparing a written report, including inspection of all relevant documentation, medical records and all other time spent in relation to this matter is £210 per hour. I place an upper limit of £2500 on my fee for a first report.
- If the Instructing Solicitors cancel their request for a Medical Report before completion, the Expert shall be entitled to charge Instructing Solicitors an appropriate fee reflecting work and administrative time to the date of cancellation.
- Attendance at conference with counsel will be charged at £210per hour, with travel and waiting time charged at £140 per hour. Additional related expenses: full reimbursement for first-class rail travel, business class air travel, car at £1.20 mile, and all other expenses reasonably incurred or approved in writing by me.
- Attendance to give evidence as a Witness in Court: £1200 per full day or £600 per half day with travel and waiting time charged at £140 per hour. Again, additional related expenses: full reimbursement for first-class rail travel, business class air travel, car at £1.20 mile, all sub-contracted work and all other expenses reasonably incurred or approved in writing by me.
- When the Expert makes herself available to give evidence in Court and, subsequently, due to an out-of-Court settlement or for any other reason, is no longer required to appear on the date/dates originally specified, the Expert shall be entitled to charge a percentage of the original fee agreed for appearing in Court (the "original fee" meaning the agreed daily rate multiplied by the number of days at Court for which the Expert makes herself available) depending on the number of working days' notice of cancellation by the Instructing Solicitor as follows: If the case cancels within 21 days of the appointed trial date, 50

percent of the fee is payable. If the case cancels within 7 days of the appointed trial date, full fee is payable.

- The amount due to the Expert shall not be subject to reduction as a result of a detailed assessment of Court imposed limitation. It shall be the sole responsibility of the Instructing Solicitors: - a) To ensure the Expert charges are no higher than reasonably necessary for the purposes of the litigation; and b) In Legal Aid cases, to obtain prior approval of the Expert charges from the Legal Services Commission.
- Where I am instructed as a Single Joint Expert by the solicitors of both parties, both firms of Instructing Solicitors will be jointly and severally liable for the fees and disbursements. Joint expert meetings and reports will be charged at the rate of £210 per hour.

Payment

- Instructing Solicitors shall pay all sums within 3 calendar months of the date of the invoices unless otherwise agreed in advance.

Obligations: the Instructing Solicitors

- The Instructing Solicitors (or their agents) will: a) Promptly deliver to the Expert full instructions in writing supported by legible copies of all relevant documents together with a timetable for the provision of the Expert's services and at such times as the timetable is revised then such revision shall be notified promptly to the Expert.
- Prepare all medical records in an electronic or digital form Microsoft Word compatible. Failure to do so will incur a fee for return of records and the associated administration and postage charges
- Ensure that a copy of the Expert's Privacy statement is made available to the end-client who must be made aware that the Expert is being instructed and has given permission.
- Deal promptly with every reasonable request by the Expert for authority, information or documents and such further instructions as the Expert may from time to time require.
- As soon as is reasonably practicable, notify the Expert in writing of those services which the Expert shall provide pursuant to any Court order and shall promptly deliver to the Expert a copy of such order. The Instructing Solicitors (or their agents) shall advise the Expert of any change or correction to any information as soon as it occurs or is discovered.
- Neither personally, nor permit others to, alter add to or remove any text of or document supporting a report delivered by the Expert nor by any act or omission compromise or otherwise seek to influence the Expert's overriding duty to the Court. In particular, but without limitation, the Instructing Solicitors (or their agents) shall not seek to induce the Expert to provide extended credit terms or

other indulgences or arrangements in return for promises or potential opportunities for future work, or inclusion of the Expert on the Instructing Solicitors (or their agents)'s list or panel of approved experts.

- Consult and confer with the Expert to ascertain the availability of the Expert for every hearing, meeting or other appointment at which the Expert's attendance will or may be required and give the Expert immediate written notification together with adequate notice of such matters or any alteration thereto.
- Disclose to the Expert in writing at or before the Appointment, whether any other expert has been appointed to act as an expert in the matter, and in particular whether any expert has resigned or been dismissed from such an appointment.
- Inform the Expert at the earliest opportunity if the case is or is expected to be Publicly Funded.
- Ensure that he/she is at all times in funds promptly to discharge the Fees of the Expert.
- Unless otherwise expressly agreed, pay in full the Expert's Fees irrespective of the outcome of any assessment of costs or any claim that may be made against or in relation to the Expert or her services.

Obligations: the expert

The Expert shall:

- Undertake only those parts of a case in respect of which the Expert considers that she has adequate qualifications and experience.
- Use reasonable skill and care in the performance of the Instructions received, giving due consideration to all material facts and documentation disclosed to her by the Instructing Solicitors (or their agents), and taking care to ensure that such report in its final form as may be issued by her shall accurately represent the Expert's opinion, honestly held, as to the matters in issue.
- Comply with the appropriate codes of practice and guidelines.
- Act with objectivity and independence with regard to her Instructions and, in the event of a conflict between her duties to the Client and to the Court, shall hold her duties to the Court paramount.
- Promptly notify the Instructing Solicitors (or their agents) of any matter including a Conflict of Interest or lack of suitable qualifications and experience which could disqualify the Expert or render it undesirable for her to have continued involvement in the case.
- Endeavour to make herself available for all hearings, meetings and other appointments of which she has received adequate written notice.
- Not without good cause discharge herself from the appointment as an Expert.
- Preserve confidentiality save as expressly or by necessary implication authorised to the contrary. The Expert shall be entitled to comply with any

legislation, order or rule of Court or of law that may oblige her to disclose information to third parties and to grant thereby to authorities such as the police, tax, customs, regulatory or judicial authorities, rights of inspection and copying of documentation.

- If practicable and permitted, the Expert shall use reasonable endeavours to notify the Appointor of any request for such access to information or documentation. The Expert shall be entitled to charge for her reasonable costs of dealing with such requests as a result of having accepted the Instructions.
- The Expert may disclose any information to her liability underwriters, brokers, advisers, regulators and auditors pursuant to her duties to provide information to such persons.
- Process personal data received pursuant to and for the purposes of performing the Instructions in accordance with the relevant law. If an individual requests in writing access to personal data relating to them which is processed by the Expert, such data as is not privileged may be provided by the Expert to them, and the work and costs involved in providing that data shall be treated as part of the Instructions. 3.11 Not negotiate with an opposing party, expert or adviser unless specifically instructed by the Instructing Solicitors (or their agents) so to do. For avoidance of doubt this clause does not apply to any order or direction of a Court.
- Attend such meetings of experts as ordered by the Court or as required by the Instructing Solicitors (or their agents); and at any such meeting adhere strictly to any terms of reference set down in writing.
- Provide as part of the Instructions all relevant information to allow the Instructing Solicitors (or their agents) to defend or recover the Expert's Fees at any assessment of costs.
- Promptly respond to any complaint of the Instructing Solicitors (or their agents).
- Be entitled to rely on the completeness and accuracy of all materials supplied to her by the Instructing Solicitors (or their agents), save to the extent otherwise advised by the Instructing Solicitors (or their agents) in writing at the time of supply thereof, or within a reasonable time such as to allow the Expert to review and if necessary, revise her opinion in relation thereto.
- Be entitled to send documents and communicate by email unless otherwise expressly requested or directed by the Instructing Solicitors (or their agents).

Data protection and Confidentiality

- For the purposes of the Data Protection Legislation, the Expert shall be a data controller of any information it receives from the Client or the Instructing Solicitor and shall process this information in accordance with the Data Protection Legislation and the Expert's own Privacy Notice.
- The Instructing Solicitor warrants to the Expert that where they are sharing information about an identifiable individual, that the Instructing Solicitor has authority to share this information with the Expert.

- I will treat all information, facts, matters, documents and all other materials of a confidential nature which I receive or create as a result of this Appointment as confidential, (except insofar as I have to refer to them when setting out the substance of my instructions in your report or as required by law).

Conflict

You have notified me in writing of all parties who have some limited involvement in this matter including Counsel and solicitors and other experts already instructed in this case.

I confirm that I do not have an actual or potential conflict of interest in accepting this Appointment in respect of any parties so named and that I will let you know without delay if I become aware of such a conflict.

Right to Terminate

The Appointment is subject to receipt of all necessary and relevant information from you in sufficient time to prepare a response and payment of invoices as they fall due.

I will advise you promptly if: a) instructions are not acceptable because, for example, they require work that falls outside my expertise, b) impose unrealistic deadlines, or are insufficiently clear.

I consider that instructions are or have become insufficient to complete the work; a)I become aware that I may not be able to fulfil any of the terms of Appointment; or b) am not satisfied that I can comply with any orders that have been made.

This retainer may be terminated by Instructing Solicitors (or their agents) at any time by written notice. Where I am instructed jointly termination will be effective when I have received written notice from all instructing parties. Termination will not affect my entitlement to payment of any fees for work conducted or invoiced before the date of the termination. Upon termination, all documents and materials provided to me for the purpose of this Appointment must be returned promptly to Instructing Solicitors (or their agents) or be securely destroyed.