



VENUS LEGAL
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Dear {{ \$Salutation }} {{ \$Last }},

We are pleased to welcome you to the Diesel Emission claim process.

This cover letter includes your Client Care Letter (CCL), along with a Damaged Based Agreement (DBA) attachment for your reference. To ensure clarity, this cover letter gives a plain English overview, as we in the legal profession can sometimes get lost in detail.

No Win, No Fee – What It Really Means - If your claim is **Unsuccessful**, you pay **Nothing**.

The **Client Care Letter (CCL)** is a document that explains how your legal case will be handled. It includes key details about your claim, your solicitor's responsibilities, and what you should expect during the process.

1. **Clause 3.3 of the CCL** refers to After The Event (ATE) insurance, which protects you from any liability for the defendant's legal costs;
2. **Paragraph 4 of the CCL** outlines the funding arrangements and the role of ATE insurance; and
3. **Paragraph 9 of the CCL** explains the legal requirement for identity verification under UK law and anti-money laundering regulations, which is standard legal practice.

The **Damages-Based Agreement (DBA)** is a type of **No Win, No Fee** arrangement. It means your solicitor only gets paid if the case is successful. Their fees will come as a percentage of any compensation you receive.

1. **Page 6 of the DBA** details the cost of ATE insurance, which ranges from £100 to £300 and is payable only if the case is successful. If the case is unsuccessful, you will not be required to pay the premium; and
2. **Legal Fees & Costs** – If the case is won, a percentage of your compensation (40% plus VAT) will go toward legal fees, which is outlined in the **Damages-Based Agreement (DBA)**.

I would also like to assure you that you will not be required to submit any banking details until a settlement has been reached. If a settlement occurs, it will receive significant public and media attention, as this is one of the largest legal cases currently progressing through UK courts.

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At no point will you be required to make a direct payment to us and when/if we are successful, any payment to us will be deducted from your settlement/award from the Defendant.

A couple of examples for illustration purposes:

Example 1

Defendants award **£3,000**

We would deduct 40% + VAT (Success fee, legal expenses and legal costs)

We would deduct up to £200 (ATE fee)

We would issue you a payment for **£1,360**

Example 2

Defendants award **£5,000**

We would deduct 40% + VAT (Success fee, legal expenses and legal costs)

We would deduct up to £200 (ATE fee)

We would issue you a payment for **£2,400**

Example 3

Defendants award **£10,000**

We would deduct 40% + VAT (Success fee, legal expenses and legal costs)

We would deduct up to £200 (ATE fee)

We would issue you a payment for **£5,000**

In summary: No Win No Fee Means:

- 1. You do not pay upfront.**
- 2. If you lose, you owe nothing; and**
- 3. If you win, a percentage (40% plus VAT) of your compensation is taken to cover legal costs.**

Welcome to the claim. If you have any questions or concerns, please visit
<https://venuslegal.co.uk/faqs>

Yours Faithfully,
Venus Legal Limited

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CLIENT CARE LETTER

Dear Client,

Welcome to Venus Legal – Emissions Related Claim against {{\$Defendant}} (“the Defendants”)

Thank you for choosing Venus Legal Limited (“we”, “us” or the “Firm”) to represent you. We are pleased to confirm your instructions in connection with your legal claim.

This letter, together with the attached Damages-Based Agreement (“DBA”) and form of authority sets out the basis on which we will act.

The DBA and Client Care Letter should be read in conjunction with this letter and in the event that there is any inconsistency or conflict of interest between this letter and DBA, the provisions of this letter will prevail.

Our expert team will guide you through the process to ensure that we obtain the best possible solution for you.

When you sign the DBA (electronically or otherwise), you are agreeing to be legally bound by these documents.

Please get in touch if you have any difficulty understanding this letter or other information provided, for example if you require information to be provided in larger text, another format or a different language.

1. Advice and Action

All advice that Venus Legal gives you is independent, and you are free to raise questions at any time.

You are instructing the Firm to bring a claim on your behalf in the Group Litigation. The purpose and objective of the claim is to obtain compensation from the Defendant for the manufacture, sale and distribution of diesel vehicles that did not comply with the relevant European emissions standards. This unlawful conduct may have caused you loss or damage and there are a number of claims available to you to seek compensation from the Defendant.

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There is evidence to suggest that the Defendant used 'defeat devices' to 'cheat' and pass the test for compliance with vehicle emissions standards. We believe that when in 'normal' conditions, i.e. outside of the test environment and unbeknownst to the owners and lessees of the vehicles, impermissible levels of the pollutant nitrous oxide ("NOx") were produced.

Our DBA sets out general limitations on the scope of our services. Please note we do not advise on any tax matters.

1.1 This section sets out our understanding of the work that we will be carrying out for you:

- i. in the first instance, we will review your documents and the information provided and consider whether there is a reasonable prospect of you bringing a successful claim against the Defendants.
- ii. Provided there are reasonable prospects of success, then we shall act on your behalf under the terms of the DBA and Form of Authority.

You are one of a number of Claimant's in the Group Litigation who we are acting for and advising (the "Claimant Class");

To streamline the process by which we manage the claim, there has been a steering committee of representative Claimants (the "Steering Committee") set up from whom we will take instructions from.

The instructions we take from the Steering Committee are deemed to be given on your behalf and will be binding on you and the other members of the Claimant Class.

2. People responsible for your work

Our Founding Partner Lorna McGlone will be responsible for overall provision of the services and will supervise all aspects of the work. Our team of Solicitors in Wilmslow will conduct the litigation on your behalf. Additional resources will be made available if required. If you have any queries or concerns, please email emissions@venuslegal.co.uk

3. Charges and Expenses

There are 3 main elements to the legal costs:

1. Our charges (3.1 below)
2. Expenses we must pay on your behalf
3. Costs that you may have to pay another party

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In addition to the above, the Defendant may be ordered by the Court to pay a contribution to the costs of the litigation. Because you are instructing us as one of a number of Claimants in the Group Litigation, these costs will be shared amongst the Claimant Classes (subject to the exceptions set out in the DBA enclosed with this letter) which will mean in most cases that you are not required to pay any fees from your own funds.

3.1 Our Charges

Subject to you signing the DBA, you will be liable to pay our fees in accordance with the terms of the DBA and this letter.

Our standard fees which would apply (subject to the terms of the DBA) are calculated by reference to the time spent by lawyers and other fee earners on your case and include time spent in meetings, dealing with documents, correspondence, notes of meetings, telephone calls and travelling. The current hourly rates (exclusive of VAT) for the relevant individuals are:

Partner	£500
Legal Director	£430
Senior Associate	£375
Associate	£275 and
Paralegal	£120

Our fees are exclusive of VAT which is chargeable at the prevailing rate and disbursements and expenses including but not limited to company searches, counsel's fees, court fees, expert fees.

Whilst we record time throughout the case, we will only be entitled to payment if the case is successful and our fees and costs will be deducted from the compensation payable.

There are two categories of costs for the work we do in group actions such as this, firstly generic costs which are common costs incurred in dealing with common elements of individual claims that are run jointly. Secondly individual costs which relate to elements of individual claims unique to individual Claimants.

We cannot give you an estimate of your share for the generic costs or your individual costs as it is too early to predict those costs. It is unfortunately not possible to give you a final amount for the costs of our service to you as this is dependent on a number of unpredictable factors beyond our control such as the length of time the claim takes and the level of work required.

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3.2

Disbursements (Expenses)

Disbursements are expenses we must pay on your behalf and include Court, Barrister and expert fees. On obtaining funding, we will invoice the disbursements (which may be funded by a litigation funder) throughout the claim.

We anticipate that disbursements will be shared across all of the Claimant Class. However, some disbursements may relate only to particular issues affecting some but not all Claimants, in which case they may be treated as generic costs of all Claimants or only be incurred by the Claimants to whom the issues relate.

3.3

Costs you may have to pay another party

There is a risk that you may have to contribute to the Defendant's costs in this matter, we cover this risk by obtaining After the Event ("ATE") insurance on your behalf.

ATE insurance is designed to protect a party against the risk that it may be ordered to pay the Defendant's costs of the proceedings.

Only if you win your claim, you will be required to pay a premium to the insurers; please note that the cost of this will be in the region of between £100.00 to £300.00 plus Insurance Premium Tax (IPT) at the prevailing rate in force at the time of settlement and will not be included within the DBA payment (40% excluding VAT) from any damages that are awarded to you.

Please note that the amount you would be required to pay from any damages that are awarded to you cannot exceed an amount which, excluding VAT, is equal to 50% of the sums ultimately recovered by you.

3.4

Contribution towards costs from the Defendant if you win

The general principle in Court proceedings is that if you win, you will obtain an order for the recovery of a proportion of your costs in the proceedings from the Defendant.

In recent years, it has been much harder to predict the recoverability of costs in the event of a success. There is no guarantee as to the level of recovery in the event of success as costs are at the Court's discretion.

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4. Funding and Billing

A litigation funder may fund the costs of the claim on the terms set out in the Litigation Funding Agreement, to be agreed with the Firm, the funder and the Steering Committee of representative Claimants.

The funding agreement contains a 'payment priority mechanism' in the event of any settlement or award of damages, out of which the funder will be paid its investment together with insurance for any losses under the ATE insurance followed by the funder's uplift and any other fees and premiums due to the ATE insurance; thirdly to us (including any success fee and any other amounts due to us under the DBA) with the remainder payable to you and the other Claimants.

You are personally responsible for your share of the legal costs set out in this letter and in accordance with the enclosed DBA

We will send a final bill at the end of the matter to the Steering Committee, which will be for the total amount of our charges and disbursements. The Steering Committee will have the right to challenge our final bill on behalf of the Claimants by applying to the Court to assess the bill under the Solicitors Act 1974.

You agree that time we spend and costs we incur in advising the Steering Committee on funding and ATE insurance and on arranging funding and ATE insurance for the Claimant Class will be chargeable.

5. Referral and Fee Sharing Arrangements

Milberg Limited ("MBL")

You may have been introduced to us by Milberg Limited (and we may ask MBL to provide certain services in relation to your matter). You agree that we may disclose information regarding the progress of your matter to MBL. Your case may be subject to a fee sharing agreement between us and MBL in the future. No fee sharing agreement we enter into will affect the terms of the contract between you and us.

ID Tech Solutions Limited ("IDT")

You may have been introduced to us by ID Tech Solutions Limited (and we may ask IDT to provide certain services in relation to your matter). You agree that we may disclose information regarding the progress of your matter to IDT. Your case may be subject to a fee sharing agreement between us and IDT in the future. No fee sharing agreement we enter into will affect the terms of the contract between you and us.

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Please be advised that you have a free choice of Solicitor, if you wish to instruct another firm instead of us, please let us know. Unless we hear from you otherwise, we will be entitled to assume that you consent to the referral to us.

6. Communication and Suggestions

We are confident of providing a high quality service. We do, of course, welcome any suggestions you might wish to make which you think could help improve our service, please email hello@venuslegal.co.uk.

If, at any time, you are not happy with the service you are receiving from the firm, please let us know. You are valued by us and I should like the opportunity to put matters right if any issues arise. In the first instance, please contact me and I will resolve matters promptly. We do also have a complaints procedure which can be found on our website www.venuslegal.co.uk however we would not wish to think you have a reason to be unhappy with any aspect of our services.

7. Risk analysis and Claim Timescale

Our preliminary assessment, having carried out a costs benefit analysis including the likely costs of the claim, is that the likely benefit you will receive outweighs the likely costs of pursuing the claim.

Given the lapse in time since the so-called 'dieselfgate' scandal became public, your claim is at risk of being time-barred under a limitation period. If your claim is found to be time-barred, you would lose the right to recover any compensation from {{ \$Make }}.

With regards to the length of time to resolve your case, there is no hard and fast rule. Your particular case is unique and the exact time taken to resolve will depend on the attitude adopted by your opponent. We estimate the overall timescale for dealing with your matter will be up to 3 years. This is an estimate only and we would hope to achieve a successful outcome as quickly as possible. Rest assured that we will progress your claim as quickly as possible and we will keep you updated regularly.

8. Obtaining evidence

Please be aware that it is your responsibility to seek and attempt to retain evidence that could be vital to the success of your claim. If you are aware of any evidence you need to obtain, you will need to do so as a matter of urgency. Litigation rules oblige parties to make available relevant documents in the proceedings. This procedure is referred to as 'disclosure'.

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9. Identification Documents

We are required by law to obtain evidence of identity of our clients and comply with the UK anti-money laundering and counter terrorist financing regime.

To comply with the law, we need to carry out identification checks to verify your identity. We may use a secure and easy to use platform and will assist you in this process.

Please provide evidence of your name and address either by providing a photocopy or a photo upload of your current passport or driving licence and a recent utility bill or bank statement, via email to hello@venuslegal.co.uk

10. Right to cancel

You have the right to cancel this contract within 14 days, the cancellation period will expire after 14 days from entering into the contract.

To cancel, you must inform us of your decision in writing by via email at emissions@venuslegal.co.uk

Please note that on receipt of a cancellation notice, we will cease to act on your behalf and will no longer be responsible for safeguarding your interests in this matter.

11. Quality Audits / Privacy and Data Protection

From time to time we may be subject to audit, where quality auditors will carry out confidential inspections to ensure that we are maintaining our high standards of legal services and client care. This may involve the audit of your file; if you do not wish to give consent, please notify us.

We take your privacy very seriously, please visit www.venuslegal.co.uk and carefully read our Client Data Protection statement as it contains important information on how and why we collect, process and store your personal data.

12. Limit on liability

Our maximum liability to you (or any other party we have agreed may rely on our services) in relation to any single matter or any group connected matters which may be aggregated by our insurers is £3,000,000 including interest and costs. We trust that by sending this letter, we have addressed any immediate queries about the day-to-day handling of your case.

Thank you once again for choosing Venus Legal to represent you.

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Checklist

- ✓ Signed Client Care Letter
- ✓ Signed DBA
- ✓ Proof of address – utility bill
- ✓ Proof of identity – passport or driving licence

Yours sincerely,

Lorna McGlone
CEO | Founder | Solicitor
Venus Legal Limited
T: 01625 830 770
E: lorna.mcglone@venuslegal.co.uk
W: www.venuslegal.co.uk

Agreed and accepted and, in doing so, I acknowledge and confirm my acceptance of your limitation of liability contained in this letter and the DBA.

Signed:

{{insert_image gdriveURL width=200 height=100}}

Name: {{\$Salutation}} {{\$First}} {{\$Last}}

Dated: {{\$DateSigned}}

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