

# Terms and Conditions

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These Terms and Conditions apply to the delivery of the services (**Services**) described in the attached engagement letter and any addendum to it (**Engagement Letter**).

## 1 Interpretation

**Addressee(s)** means you and such persons to whom we have agreed to accept a duty of care and on whose behalf you sign the Engagement Letter.

**Agreement** means the Engagement Letter and these Terms and Conditions.

**GTIL** means Grant Thornton International Limited.

**Partner** means a member of Grant Thornton UK LLP (a list of whom is available from our registered office). It shall not be construed as indicating that our members are carrying on business in partnership for the purposes of the Partnership Act 1890.

**We** means Grant Thornton UK LLP, a limited liability partnership in accordance with the Limited Liability Partnerships Act 2000 (with registered number OC307742 and registered office at Grant Thornton House, Melton Street, London, NW1 2EP). We are authorised and regulated by the Financial Conduct Authority for designated investment business.

**You** means the parties to this Agreement other than us.

Words with a specific meaning in an audit or technical context shall not have the same meaning here unless otherwise stated.

## 2 Client take-on

- 2.1 **Relationship checking** - we undertake relationship checks prior to accepting instructions from you. If we become aware later of a conflict or potential conflict between your interests and those of another party we reserve the right to terminate the Services or this Agreement.

## 3 Services

- 3.1 **Duty** – we will carry out the Services with reasonable skill and care.
- 3.2 **Scope and purpose** - the scope of our work, which you confirm is sufficient for your purpose, is set out in the Engagement Letter. Our work is prepared and provided only for the agreed purpose. Any revision to the scope of work must be agreed in writing and may be subject to additional fees. Except as stated expressly in the Engagement Letter, our work will begin when we receive your acceptance of the Engagement Letter and we do not assume any responsibility before that date.
- 3.3 **No transfer of decision-making responsibility** – you will be solely responsible for: (a) evaluating whether the results of the Services meet your requirements; (b) deciding whether to proceed or not with any transaction or particular course of action in light of the Services; and (c) exercising management responsibility in respect of your affairs.
- 3.4 **Liability to Addressees only** - we accept no duty of care nor assume any responsibility to any person other than the Addressees. The signatories to the Engagement Letter warrant that any non-signatory Addressees shall be bound by the terms of this Agreement and that the signatories are duly

authorised to sign the Engagement Letter on behalf of the other Addressees. Any third party (including any group company who is not an Addressee) who chooses to rely upon our work shall do so entirely at their own risk.

- 3.5 **Drafts and updating work** - you agree not to place any reliance on any work provided to you in draft. Unless expressly stated in writing to the contrary, we will have no continuing obligation to update any deliverable once we have provided it to you in its final form.
- 3.6 **Responsibility for legal documents** - should we agree to comment on the commercial aspects of legal documents that have been drawn up by lawyers, we will not become involved in the drafting or preparation of those documents, which is within the professional business of lawyers. Further, whilst we will take care in providing such comment, we shall not be taken as settling the documents and we do not accept any liability or responsibility for any loss or damage suffered as a result of any defect in such documents that arises from their drafting, preparation, completion or the mechanics of putting them into effect.
- 3.7 **Non-verification and fraud** - unless expressly stated in writing to the contrary: (a) we will not be obliged to verify information supplied to us or the reasonableness of any assumptions or forecasts reflected in it; (b) we will not carry out work equivalent to that which would be performed in a statutory audit of financial statements; and (c) our work is not designed to detect fraud or dishonesty.
- 3.8 **Whistleblowing** - we are required by law and by professional standards to report certain matters to external authorities and we accept no responsibility to you for doing so. Notwithstanding any of your internal policies, we do not agree to receive reports of any suspected wrongdoing unless we have expressly agreed in writing to do so.
- 3.9 **Anti-corruption** - our policy is to conduct all business in an honest and ethical manner, and to comply with all applicable anti-corruption legislation including the Bribery Act 2010. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally and with integrity in all our business dealings and relationships. Where we instruct any third party on your behalf, we will implement risk-based and proportionate procedures designed to prevent any relevant third party from engaging in, or agreeing to engage in, any acts of bribery or corruption in relation to the Services.
- 3.10 **U.S. Securities and Exchange Commission** – where we are providing Services either for: (a) an entity that is registered with the US Securities and Exchange Commission; or (b) an affiliate of any such registrant, any term of this Agreement that would (but for this clause) be prohibited by, or impair the independence of any member firm of GTIL under, applicable law or regulation, shall not apply to the extent that is necessary only to avoid such prohibition or impairment.
- 3.11 **Rules on inside information** - if you are an issuer of securities or are traded on any exchange, we will comply with the relevant requirements of the Disclosure and Transparency Rules (and the EU Market Abuse Directive) including preparing a list of persons acting on your behalf with access to inside information that would constitute an Insider List.
- ## 4 Fees
- 4.1 **Estimates** - unless we have agreed to work on a fixed fee basis, a fee estimate is not binding as to the final cost because in most cases it is not possible to predict how things will turn out or how much work will be needed. An estimate is the view that we form initially of the likely fees.
- ## 5 Your obligations
- 5.1 **Information** – you shall provide us with complete, accurate and up-to-date information to enable us to provide the Services. You shall inform us of any additional information of which you become aware that may be relevant to the Services. You warrant that you have all necessary authorisation (including under the Data Protection Act 1998) to supply such information and that its provision does not infringe the rights of any third party. You shall not be entitled to assume that information provided to us in another context will be taken into account for the purposes of providing the Services.
- 5.2 **Our people** - you agree that during the engagement and for a period of 12 months thereafter you will not solicit for employment or hire any of our people who have been involved in providing Services, without our express written consent, in which case we may seek appropriate compensation from

you (unless the individual is hired in response to a general advertisement made available to the public).

## 6 Sub-contractors and third party rights

6.1 **GTIL** - we are the member-firm of GTIL in the UK. GTIL and the member-firms are not a worldwide partnership. GTIL and each member-firm are separate legal entities. Services are delivered by the member-firms. GTIL does not provide services to clients. GTIL and its member-firms are not agents of, and are not authorised to bind, one another and are not liable for one another's acts or omissions. We shall have no liability under this Agreement in connection with services that another member-firm of GTIL has directly agreed to provide under any other agreement.

6.2 **Sub-contractors and people** - we may obtain services from sub-contractors, including other member firms of GTIL, in which case the terms of this Agreement shall apply for their benefit. We take sole responsibility to you for Services provided by us and any sub-contractor involved in providing the Services, including other member-firms of GTIL, and their respective people. You agree not to bring any claims in respect of the Services, or this Agreement, against any parties other than us.

6.3 **Third party rights** - the Contracts (Rights of Third Parties) Act 1999 does not apply to the terms of this Agreement or any subsequent amendment to it unless expressly confirmed otherwise in writing (save to the extent that any parties listed in clause 6.2 can benefit from the protections in that clause).

## 7 Confidentiality, documents and ownership

7.1 **The Addressees' confidentiality obligations** - the Addressees shall not disclose our work to any third party without our prior written consent, except as required by law, or any legal or regulatory authority.

7.2 **Our confidentiality obligations** - we shall keep all information created or received in connection with the Services and this Agreement confidential and shall not (without your consent) disclose it to any third party nor use it for purposes other than in connection with providing the Services and efficient administration of our client relationships. This obligation shall not apply to information that is:

- (a) published or is in the public domain otherwise than due to a breach of this Agreement;
- (b) lawfully known to us before commencement of the Services;
- (c) lawfully obtained by us from a third party who is free to divulge that information;
- (d) required to be disclosed to our professional advisors, auditors or insurers, including in the event of any litigation or complaint; or
- (e) required to be disclosed by law, the courts or any legal or regulatory authority.

7.3 **Ethical policy of full disclosure to HMRC** - we operate an ethical policy of full disclosure with HM Revenue and Customs (**HMRC**) in connection with any tax services that we are engaged to perform. Where estimates or valuations are included in a tax return that we have prepared on your behalf, it is our policy to disclose to HMRC the basis upon which they have been prepared. It is your legal responsibility to ensure that all returns, declarations and disclosures to HMRC are correct and complete to the best of your knowledge and belief.

7.4 **Publicity** - we may mention in appropriate circumstances that you are, or have been, a client of ours and the type of services provided. This will not involve disclosure of your confidential information.

7.5 **Information sharing** - some of your information may be shared on a confidential basis with other member-firms of GTIL or our sub-contractors, to the extent necessary for the provision of the Services and efficient administration of our client relationships.

7.6 **Professional files** - we will be entitled to make and retain copies of any documents or material prepared by us or on our behalf or supplied to us for the purposes of this Agreement, where it is necessary to do so for the purposes of our prudent record-keeping or to comply with our regulatory or legal obligations.

7.7 **Ownership of documents** - all working papers, draft documents, file copies, internal memoranda and electronic files that we create and retain under this Agreement shall belong to us. All original documents provided by you shall be returned to you upon request. Any documents that we prepare

and we supply to you will belong to you, subject to the terms of this Agreement.

7.8 **Intellectual property licence** - ownership of intellectual property in material that is pre-existing or that is not prepared by us exclusively for the purposes of the Services shall be retained by its original owner. All other intellectual property in any document we prepare while providing the Services shall be our property. We hereby grant a non-transferable licence to you to use the product of the Services for the agreed purpose. You shall not use our name or logo without our prior written consent.

7.9 **Freedom of Information** - if you receive a request under the Freedom of Information Act 2000 or other legislation for disclosure of our work or other information that we have provided to you, you agree to notify us promptly in writing of the request, to consult us and to pay due regard to any legitimate grounds for challenging disclosure. You agree to attach to any material that is to be disclosed a statement that we disclaim any duty of care and responsibility to third parties and any third party that chooses to rely upon our work shall do so entirely at their own risk.

7.10 **Data Protection** - in providing Services to you we may process personal data for the purposes of: efficient administration of our client relationships (which may include the reasonable outsourcing of back-office functions to trusted third party suppliers who are subject to confidentiality obligations); quality control and risk management; legal or regulatory compliance; or to provide you with appropriate information about us and services we offer. We will do so in accordance with relevant legislation including the Data Protection Act 1998.

## 8 Termination and suspension

8.1 **Cancellation right** - if you are a consumer, you have a right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to cancel this Agreement within 14 days of receiving it. Your notice to terminate the Agreement must be made clearly in writing. If you have requested us to start work within the cancellation period and you then cancel, you will be liable for our reasonable charges up to the date of cancellation.

8.2 **30 days' notice** - subject to clause 8.1, either party may serve 30 days' written notice to terminate this Agreement.

8.3 **Rights to immediate termination** - a party may serve written notice to immediately terminate this Agreement if:

- (a) the other party (i) is in material breach of this Agreement, which, if capable of remedy, has remained unresolved after 30 days from discovery of the breach; (ii) repeatedly commits breaches of its obligations; or (iii) becomes insolvent or unable to pay its debts; or
- (b) continuing the Services is likely to result in a breach of applicable law or regulation, our independence being compromised, or a conflict of interest which cannot be resolved by way of appropriate safeguards.

8.4 **Our further rights of immediate termination and suspension** - we may serve notice of immediate termination of this Agreement or suspension of the Services if you fail to pay any undisputed invoice in accordance with our payment terms or if we have reason to believe that you have provided us or HMRC with misleading information.

8.5 **Consequences of termination and suspension** - following termination and during any period of suspension we shall owe no contractual or tortious duty to you for future actions that we would otherwise have been obliged to take under this Agreement. We shall remain entitled to recover payment of our reasonable fees and expenses incurred up to the date of termination or suspension together with interest in respect of any late payment.

## 9 Limitation of liability

9.1 **Our liability** - our total aggregate liability to the Addressees for all claims or losses or liabilities connected with this Agreement or the Services (including but not limited to negligence and breach of contract or other duty) shall be limited to £2 million, or such other amount as may be specified in the Engagement Letter, which the parties agree to be fair and reasonable in all the circumstances. The Addressees may allocate the limit of our liability between them. Nothing in this Agreement limits or excludes any liability, loss, damage or cost arising from fraud or dishonesty or any liability which cannot lawfully be limited or excluded.

9.2 **Types of loss** - under no circumstances will we be liable for loss of profit, loss of revenue or opportunity, corruption of data, anticipated savings, damage to goodwill, wasted management or staff time, or any punitive or exemplary damages, whether or not the likelihood of such could have been reasonably contemplated.

9.3 **Proportionality** - if we are liable for loss under this Agreement or in respect of the Services and an Addressee or a third party has contributed to the same loss, we shall only be liable for such proportion of the loss as may reasonably be attributed to us as a just and equitable amount taking into account the contribution to the loss for which the Addressee and any third party are responsible. In assessing the apportionment of loss for this purpose, no account will be taken of any contractual or other limitation on any third party's liability or of the fact that it may not be possible to recover loss from the third party (whether due to insolvency, limitation or otherwise). Where our proportionate liability has not been determined by a court, an expert shall determine the extent of the responsibility of any third party for the loss and the corresponding reduction in our liability, and the expert's determination shall be final. Any judgment in favour of the Addressees shall be deemed to be fully and finally satisfied when paid, after making any reduction in our liability as determined by the expert together with any costs awarded in the Addressees' favour by the expert.

9.4 **Claims time-bar** - any action (including any proceeding in a court of law) in connection with this Agreement or the Services must be brought within 2 years from the earlier of the date on which you became aware, or ought to have become aware, of the facts giving rise to the action and, in any event, within 4 years of the date of the act or omission that is alleged to have given rise to the action. If you are a consumer, your statutory rights will not be affected.

## 10 Complaints

10.1 **Complaints** - if at any time you would like to discuss how our service could be improved, or if you are dissatisfied with the Services, please contact the partner or director who is responsible for the Services, or alternatively please email Paul Etherington, Quality & Professional Affairs Leader at Paul.MD.Etherington@uk.gt.com. We will look into any complaint carefully and promptly. If we have given you an unsatisfactory service, we will try to put it right and, if you are still not satisfied, you may take up matters with the Institute of Chartered Accountants in England and Wales (ICAEW), Metropolitan House, 321 Avebury Boulevard, Milton Keynes MK9 2FZ.

## 11 Disputes

11.1 **Disputes and mediation** - should a dispute arise relating to this Agreement or the Services under it, the parties shall attempt to resolve it by discussion between their duly authorised senior management, negotiation and mediation before legal proceedings are brought.

11.2 **Costs incurred in responding to evidential requests** - should we be required, in any dispute to which we are not a party, to provide witness evidence, documents, information or other materials relating to the Services, you agree to be responsible for any reasonable costs that we may incur in doing so.

11.3 **Applicable law** - this Agreement shall be governed by English law.

11.4 **Jurisdiction** - this Agreement and any dispute arising from it or the Services shall be subject to the exclusive jurisdiction of the English courts.

11.5 **Professional indemnity insurance** - our professional indemnity insurers may be contacted by writing to our General Counsel at Grant Thornton UK LLP, Grant Thornton House, 22 Melton Street, London NW1 2EP. The territorial coverage of the policy is worldwide.

## 12 Client funds

12.1 **Funds that we hold for you** - if we hold money on your behalf:

- (a) we shall hold it in a client-money bank account that is segregated from our own funds. The account will be operated, and all funds dealt with, in accordance with the ICAEW's Clients' Money Regulations;
- (b) any funds that exceed £10,000 and are likely to remain above that amount for thirty days after receipt, shall be placed into a separate interest-bearing designated deposit account in your name;
- (c) save as described above, it would usually be held in our general client-money bank account, for which no interest would be accountable to you. Where appropriate, or upon your specific

- (d) instruction, we may transfer funds to a designated deposit account, to which all of the interest received would be credited; and
- (d) we shall return it promptly as soon as there is no longer any reason to retain it. If any money held by us is unclaimed for five years and we have made reasonable attempts to return it to its owner, or we cease to practise, we may pay it to a registered charity.

12.2 **Withdrawal and receipt of funds** - where we hold funds for you or you grant us rights over your own bank or similar account, we reserve the right to refuse to make a withdrawal in the absence of written confirmation of your instructions. We do not permit any of our people, in their own name, whether singly or jointly, to receive any monies payable to or by a client.

## 13 Other matters

13.1 **Email** - we may use email to communicate with you and others in connection with the Services. To the fullest extent permitted by law, we accept no liability, howsoever arising, for non-delivery, inadvertent misdirection or deletion, unauthorised access to or the corruption of such emails. Whilst we use an industry-standard firewall containing virus protection, we cannot guarantee that all communications will be secure or free from infection.

13.2 **Facilities** - you agree to provide us with such access to facilities and the internet as may be reasonably necessary for the Services.

13.3 **Communication** - any document to be served under this Agreement may be delivered by hand or sent by pre-paid first-class post, email or fax and shall be deemed to be delivered at the time of delivery by hand, two days after posting or at the date and time of transmission or sending if sent by email or fax.

13.4 **Expenses** - we reserve the right to make an additional charge in respect of unallocated costs such as telephone calls, printing and photocopying. Specific expenses such as travel costs will be charged as incurred.

13.5 **Payment terms and interest** - our invoices shall be payable on presentation. We may charge interest at the rate prescribed from time to time in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, or any successor legislation, on any invoices which remain unpaid after 30 days.

13.6 **Freedom to act** - you agree that nothing in this Agreement shall prevent us from acting for any other clients, including your group members or your competitors, subject to our professional obligations.

13.7 **Force majeure** - no party to this Agreement shall be held responsible for any failure to fulfil its obligations if such failure has been caused by circumstances beyond its control.

13.8 **No assignment** - neither party shall assign any rights, obligations or claims relating to this Agreement, save that we may novate this Agreement to any successor to our business.

13.9 **Entire agreement** - this Agreement constitutes the entire agreement between the parties relating to the Services and all matters to which it refers. It replaces and supersedes any implied terms, previous drafts, agreements or other communication, whether made orally or in writing. In the event of conflict, the terms of the Engagement Letter shall prevail over these Terms and Conditions.

13.10 **Counterparts** - this Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.