

STANDARD TERMS OF BUSINESS

1. Definitions

In these Engagement Terms, the following terms have the following meanings, and terms defined in the Engagement Letter have the same meanings here.

- 1.1. **Applicable Laws:** the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Professional Services.
- 1.2. **Control:** refers to the ability to direct the affairs of another whether through management control, ownership of shares or equity interests, or any other method.
- 1.3. **Engagement Letter:** the engagement letter between you and us to which these terms are appended.
- 1.4. **Engagement Terms:** these standard terms of business.
- 1.5. **ICAEW:** The Institute of Chartered Accountants in England and Wales.
- 1.6. **Partner:** is a title and describes Menzies individuals who are members of Menzies LLP. A list of the members is available for inspection at the offices of the firm.
- 1.7. **Professional Services:** the services we provide to you as set out in an Engagement Letter.
- 1.8. **"we", "us", "the firm", "Menzies" or "Menzies LLP Chartered Accountants":** Menzies LLP a limited liability partnership incorporated in England and Wales with registered number OC336077.
- 1.9. **"you," "your":** the parties other than Menzies relying on the Professional Services.

2. Professional obligations

- 2.1. We will observe and act in accordance with: (i) all Applicable Laws; and (ii) the bye-laws and regulations of the ICAEW together with their code of ethics. Copies of the ICAEW requirements are available for inspection in our offices. We accept instructions to act for you in relation to the Professional Services on this basis. You give us authority to correct errors made by HM Revenue and Customs where we become aware of them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations.
- 2.2. In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurance is administered by Marsh Limited, of Tower Place, Lower Thames Street, London EC3R 5BU. For further information about our professional indemnity insurance (for example, the territorial coverage), please contact your principal relationship partner.

3. Investment services

- 3.1. We are not authorised by the Financial Conduct Authority to provide investment services. If you need advice on investments then we may have to refer you to Menzies Wealth Management Limited or another third party that is authorised by the Financial Conduct Authority to provide investment services. We cannot advise on shares or securities of publicly traded entities.
- 3.2. However, as we are licensed by the ICAEW, we may be able, where there is a regulatory exemption permitting us to, to provide certain limited services that are complementary to, or arise out of, the Professional Services we are providing to you.
- 3.3. In respect of corporate clients only, we may also, on the understanding that the shares or other securities of the company are not publicly traded:
 - a) advise the company, existing or prospective shareholders in relation to exercising rights, taking benefits or share options, valuations and methods of such valuations;
 - b) arrange any agreements in connection with the issue, sale or transfer of the company's shares or other securities;
 - c) arrange for the issue of new shares; and
 - d) act as the addressee to receive confirmation of acceptance of offer documents.
- 3.4. In the unlikely event that we cannot meet our liabilities to you, you may be able to claim compensation under the Chartered Accountants' Compensation Scheme in respect of exempt regulated activities undertaken.

Financial promotions

- 3.5. There may be occasions when we need to contact you without your express permission concerning investment business matters. For example, it may be in your interests to sell a particular investment and we would wish to inform you of this. We may therefore contact you in such circumstances but would only do so in our normal office hours of 09:00 to 17:30. We shall of course comply with any restrictions you may wish to impose which you notify to us in writing.

4. Commissions or other benefits

- 4.1. Commissions or other benefits may sometimes become payable to us in respect of introductions to other professionals or transactions we arrange for you, in which case you will be notified in writing of the amount, the terms of payment and receipt of any such commissions or benefits. The nature of the engagement and professional judgement would

determine the frequency and detail required to ensure compliance with the code of ethics. You consent to such commissions or other benefits being retained by us without our being liable to account to you for any such amounts.

5. Client monies

- 5.1. We will not hold money on your behalf unless we specifically agree to do so, at our discretion, in an Engagement Letter. In the event that we do agree to hold money on your behalf, such money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the ICAEW.
- 5.2. Interest will only be paid to you where we have agreed in writing to hold money on your behalf in a designated bank account. Any such interest would be calculated using the prevailing rate applied by National Westminster Bank Plc (or such other UK clearing bank as we use from time to time) for small deposits subject to the minimum period of notice for withdrawals. Subject to any applicable tax legislation, interest will be paid gross.
- 5.3. In the unlikely event of us holding any unclaimed monies we reserve the right to pay such monies to a registered charity in line with the guidelines set out in the Clients' Money Regulations referred to above. We will not do this unless we have been unable to contact you for at least five years and we have taken reasonable steps to trace you and return the monies.

6. Fees

- 6.1. Unless set out in the Engagement Letter, our fees are computed on the basis of time spent on your affairs by the partners and our staff, including sub-contractors or consultants where necessary, and on the levels of skill and responsibility involved. Disbursements represent travel, accommodation and other expenses incurred in providing the Professional Services.
- 6.2. If it is necessary to carry out work outside the Professional Services, we will advise you in advance. Any additional work will involve additional fees.
- 6.3. We will arrange to invoice at periodic intervals during the course of the year. Invoices are payable in full (including disbursements) in accordance with the terms set out on the invoice.
- 6.4. Any query over an invoice must be raised in writing to us within 30 days of the date of the invoice. If no query is so raised within this period the invoice will be due and payable without any right of further explanation, amendment or dispute.
- 6.5. We reserve the right to charge interest and to apply collection charges for late payment pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

- 6.6. If a client company, trust or other entity is unable or unwilling to settle our fees, we reserve the right to seek payment from any group company giving us instructions on behalf of the client, and we shall be entitled to enforce any sums due against the group company nominated to act for you.

- 6.7. Insofar as we are permitted by law or by professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

- 6.8. In the event that we cease to act in relation to your company's affairs, you agree to meet all reasonable costs of providing information to the company's new advisers. In particular you agree to meet these costs where we are required by Applicable Law to provide information to a successor firm.

- 6.9. Where we are obliged to charge value added tax (VAT), it will be added to the fees and (where necessary) to any disbursements at the rate from time to time in force. Any estimate, fee or hourly rate quoted in our Engagement Letter is always exclusive of VAT, unless otherwise stated.

7. Retention of records

- 7.1. You have a legal responsibility to retain documents and records relevant to your financial affairs. During the course of our work we may collect information from you and others relevant to your tax and financial affairs. We will return any original documents to you if requested unless we are required by Applicable Law or by professional guidelines to retain these ourselves. Documents and records relevant to your tax affairs are required by Applicable Law to be retained as follows:

Individuals, trustees and partnerships:

- a) with trading or rental income: five years and 10 months after the end of the tax year;
- b) otherwise: 22 months after the end of the tax year.

Companies, Limited Liability Partnerships, and other corporate entities:

- c) six years from the end of the accounting period.

- 7.2. Although certain documents may legally belong to you, we may destroy documents, correspondence and other data that we store electronically or otherwise that are more than six years old, except those that we identify as being of continuing significance or those that may need to be kept for a longer period as required by Applicable Laws. You must notify us in writing if you wish us to keep any document for a longer period.

- 7.3. Our Privacy Notice, located at www.menzies.co.uk/legal, contains further information on our record retention policies.

8. Conflicts of interest and independence

- 8.1. Subject to our confidentiality obligations set out in

Clause 9 below, we reserve the right to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you unless we are unable to do so because of our confidentiality obligations. We have safeguards that can be implemented if a conflict arises such as separate teams, physical separation of teams, and separate arrangements for storage of, and access to, information. Where conflicts are identified which cannot be managed in a way that protects your interests then we will be unable to provide the Professional Services.

9. Confidentiality

9.1. We shall keep all Information (as that term is defined in clause 11.1) created or received in connection with the Professional Services and these Engagement Terms and associated Engagement Letters 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 Professional 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 these Engagement Terms;
- b) lawfully known to us before commencement of the Professional 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 Applicable Laws, the courts or any legal or regulatory authority.

9.2. You agree that, if we act for other clients who are or who become your competitors, to comply with our duty of confidentiality it will be sufficient for us to take such steps as we think appropriate to preserve the confidentiality of information given to us by you, both during and after this engagement. These may include taking the same or similar steps as we take in respect of the confidentiality of our own information.

9.3. We may subcontract work on your affairs to other relevant professionals. Where we do, the subcontractors will be bound by our client confidentiality terms.

9.4. If we use external or cloud-based systems, we will ensure confidentiality of your information is maintained.

10. Quality control

10.1. As part of our ongoing commitment to providing a quality service, our files are periodically subject to an independent regulatory or quality review. Our reviewers are bound by the same requirements of

confidentiality as our principals and staff.

Dealing with HM Revenue & Customs

10.2. When dealing with HM Revenue & Customs on your behalf we are required to be honest and to take reasonable care to ensure that your returns are correct. To enable us to do this, you are required to provide us with all necessary information in a timely manner. For more information about 'Your Charter' for your dealings with HM Revenue & Customs, see <https://www.gov.uk/government/publications/your-charter/your-charter>. To the best of our abilities, we will ensure that HM Revenue & Customs meet their side of the Charter in their dealings with you.

10.3. We will take account of the steps and checks suggested by HM Revenue & Customs in their 'Agent Toolkits'. While use of the Toolkits is voluntary, we will ensure that our quality control procedures match or enhance the suggestions in the Toolkits so that, in the unlikely event that HM Revenue & Customs consider any of your tax returns with which we assist to be inaccurate, we will be able to help you demonstrate to HM Revenue & Customs that reasonable care has been taken in the preparation of the return, thereby significantly reducing the possibility of an inaccuracy penalty being imposed. To further reduce the possibility of an inaccuracy penalty, you will remain responsible for maintaining good quality supporting records for each return, for providing us with all relevant information and explanations and for acting on any advice that we give you.

11. Information to be provided by you

11.1. You will provide us with complete, accurate, and up-to-date information, relevant records and information when requested ("Information"), reply to correspondence in a timely manner and otherwise follow these Engagement Terms.

11.2. You shall inform us of any additional Information of which you become aware that may be relevant to the Professional Services. You warrant that you have all necessary authorisation (including under data protection legislation in regard to client personal data) 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 Professional Services.

11.3. In providing the Professional Services, we shall be entitled to rely upon you to ensure that all data and information which is provided to us is true, complete, and not misleading, as well as such explanations or further information as we may from time-to-time request for the purpose of our Professional Services.

11.4. We will not be responsible for verifying the accuracy of the data, or the information and explanations provided by you or your management team.

11.5. Whilst we may, in the course of our work, provide advice to you on matters relevant to a decision by you whether to take a particular course of action, responsibility for the ultimate decision on whether to

take that course of action shall rest solely with you. In no circumstances shall we be liable to you, other than in the event of our bad faith or wilful default, for any loss or damage, of whatsoever nature, arising from information material to our work being withheld or concealed from us or misrepresented to us by you, your management team, employees or agents, or any other person of whom we may make enquiries. This clause, and any assessment of our work made pursuant to it, will have regard to the limited scope of procedures agreed under the Engagement Letter.

- 11.6. By instructing us further to the Engagement Letter you warrant that the persons to whom the Engagement Letter is addressed (or who is referred to for the purpose of contact with us) are duly authorised to engage and instruct us (the **"Authorised Persons"**).

12. Governing law and jurisdiction

- 12.1. These Engagement Terms are governed by, and construed in accordance with, the law of England and Wales. The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning these Engagement Terms and any matter arising from them. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

13. Changes in the law, in practice or in public policy

- 13.1. We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law, public policy or your circumstances.

14. Changes to the Professional Services

- 14.1. You may request a change in respect of the Professional Services at any time (a **"Change"**).
- 14.2. If the Change is required by a change in the law or required or recommended by a regulator, we shall implement such Change as soon as possible and in any event by any deadline imposed by law, or by a regulator.
- 14.3. We shall consider in good faith any Change requested which is made other than in accordance with Clause 14.2 and shall use all reasonable endeavours to respond within thirty days and, upon reasonable request, we shall provide an appropriate cost and service impact analysis of the proposed Change.
- 14.4. Where any costs and service impact analysis submitted under Clause 14.3 has been accepted by you and us, such Change shall be recorded in the form of addendum at Schedule 1 and shall be implemented by such date as is agreed between the parties.
- 14.5. A Change to the Professional Services shall only be effective if made using the form of addendum at

15. Internet communication

- 15.1. Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via e-mail or by other electronic means including a secure client portal. However Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their despatch. It may therefore be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.
- 15.2. It is the responsibility of the recipient to carry out a virus check on any attachments received.

16. Data protection

- 16.1. In this clause, the following definitions shall apply:
- a) 'client personal data' means any personal data provided to us by you, or on your behalf, for the purpose of providing the Professional Services to you, pursuant to our Engagement Letter with you;
 - b) 'data protection legislation' means all applicable privacy and data protection legislation and regulations including PECR, the Data Protection Act 2018, the UK GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time;
 - c) 'controller,' 'processor,' 'data subject,' 'personal data,' 'special category data' and 'process' shall have the meanings given to them in the data protection legislation;
 - d) 'UK GDPR' has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and
 - e) 'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).
- 16.2. Unless otherwise specified in Appendix 1 of our Engagement Letter, we shall each be considered an independent controller in relation to the client personal data. Where we agree in our Engagement Letter that we are the processor and you are the controller in relation to the client personal data, we will process the personal data in accordance with: (i) clauses 16.7 and 16.8 (ii) our Privacy Notice at menzies.co.uk/legal; and (iii) any obligations agreed

in the Engagement Letter in respect of the Professional Services.

- 16.3. We shall both comply with all applicable requirements of the data protection legislation. This clause is in addition to, and does not relieve, remove or replace, either of our obligations under the data protection legislation.
- 16.4. Where we are a controller, we shall process the client personal data 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, located at www.menzies.co.uk/legal, contains further details as to how we may process client personal data. The Engagement Letter may also outline how client personal data is processed specifically in relation to the Professional Services.
- 16.5. Without prejudice to the generality of clause 16.4, you will ensure that you have all necessary appropriate consents and notices in place to enable the lawful transfer of the client personal data to us. You may use or refer to our Privacy Notice located at www.menzies.co.uk/legal to advise relevant data subjects of our use of their data under this engagement.
- 16.6. In respect of the client personal data and where acting as a processor, unless otherwise required by the data protection legislation or other Applicable Laws, we shall:
- a) process the client personal data as necessary to perform our obligations under these Engagement Terms and in accordance with your documented instructions (the "**Agreed Purposes**"), except where otherwise required by any law applicable to you. In no event shall we process the client personal data for our own purposes or those of any third party;
 - b) disclose and transfer the client personal data to members of our firm's network, our regulatory bodies or other third parties (for example, our professional advisors or service providers) as and to the extent necessary in order to provide the Professional Services to you;
 - c) where we transfer the client personal data to a country or territory outside the UK or EEA, do so in accordance with data protection legislation and only on the written instructions of the controller;
 - d) disclose the client personal data to the courts, government agencies and other third parties as and to the extent required by Applicable Laws;
 - e) maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or

unlawful processing of the client personal data and against accidental loss or destruction of, or damage to, the client personal data;

- f) at your cost and upon receipt of your prior written notice, allow you, on an annual basis and/or in the event that we notify you of a personal data breach in respect of the client personal data, reasonable access to the relevant records, files, computer or other communication systems, for the purposes of reviewing our compliance with the data protection legislation;
 - g) at your choice and, where permitted by Applicable Laws, return or delete all the client personal data upon the termination of the engagement with you pursuant to which we agreed to provide the services;
 - h) as far as technically practicable provide all reasonable and timely assistance to the controller to enable the controller to respond to any request from a data subject to exercise any of its rights under applicable data protection legislation (including its rights of access, correction, objection, erasure and data portability, as applicable); and
 - i) upon becoming aware that the processing of the client personal data is likely to result in a high risk to the data protection rights and freedoms of data subjects, inform the controller as soon as reasonably practicable and provide the controller with all such reasonable assistance as the controller may reasonably require in order to conduct a Data Protection Impact Assessment (DPIA).
- 16.7. In respect of the client personal data, where required by data protection legislation, we shall notify you:
- a) without undue delay and in any event, within 72 hours of becoming aware that it relates to you where we reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, the client personal data; and/or
 - b) without undue delay in the event that we are served with an information, enforcement or assessment notice (or any similar notices) or receive any other material communication in respect of our processing of the client personal data from a supervisory authority as defined in the data protection legislation (for example in the UK, the Information Commissioner's Office).
- 16.8. A list of the data processors (sub-processors) used by us is available at menzies.co.uk/legal. We will ensure that any agreement entered into with our sub-processors includes similar obligations to those set out in these Engagement Terms. If we wish to appoint a sub-processor other than those sub-processors set out at menzies.co.uk/legal, we will seek your prior written consent (not to be unreasonably withheld or delayed).

16.9. Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of us to comply with the data protection legislation in respect of the services provided to you in accordance with our Engagement Letter.

16.10. Should you require any further details regarding our treatment of personal data, please contact our data protection representative, whose details can be found in our Privacy Notice at menzies.co.uk/legal.

17. Termination and suspension

17.1. If you are a consumer, you have a right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to cancel these Engagement Terms within 14 days of receiving them. Your notice to terminate these Engagement Terms 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.

17.2. Subject to clause 17.1, either party may serve 30 days' written notice to terminate these Engagement Terms.

17.3. A party may serve written notice to immediately terminate these Engagement Terms if:

- a) the other party: (i) is in material breach of these Engagement Terms, 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 Professional Services is likely to result in a breach of Applicable Law, our independence being compromised, or a conflict of interest which cannot be resolved by way of appropriate safeguards.

17.4. We may serve notice of immediate termination of these Engagement Terms or suspension of the Professional 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 any relevant third party with misleading information.

17.5. Where either you or we have terminated this engagement, we may issue a disengagement letter to you setting out any remaining obligations we and you have to each other following termination.

17.6. Any notice of termination from you must be sent in writing to our registered address. Any notice of termination from us will be sent to your registered office address (in the case of corporate entities) or your home address (in the case of natural persons).

17.7. 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 these Engagement

Terms. 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.

17.8. Termination of this engagement for any reason prior to the completion of any matter to which it relates, shall be without prejudice to the accrued rights and liabilities of either you or us.

18. Disclosure, reliance and limitation of third-party rights

18.1. The advice and assistance which we provide to you through delivery of the Professional Services can be relied upon, by you, solely for the purpose set out in the Engagement Letter and no other purpose.

18.2. Our work is not, unless there is a legal or regulatory requirement, to be made available to third parties without our prior written permission. We accept no responsibility to third parties for any aspect of our Professional Services or work that is made available to them. You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by you or by any person for whom you are responsible of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend defending it.

18.3. Our Professional Services may be relied upon by those parties to which the associated Engagement Letter is addressed, and which have signed a copy of the Engagement Letter. The signatories to the Engagement Letter warrant that any non-signatory addressees shall be bound by these Engagement Terms 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 the Professional Services shall do so entirely at their own risk.

18.4. Persons who are not party to these Engagement Terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

19. HLB International

19.1. We are a member of HLB International ("HLBI"), a network of independent member firms in many countries, many of which use "HLB" as part of their business name. All member firms are associated with HLBI by reason of their membership but are separate legal entities.

19.2. No member firm or other contact has authority to enter into any legal obligations on behalf of HLBI or any other member, nor is any member firm or contact an agent of, or in partnership with, HLBI or any other member firm. By introducing you to any firm, we do not accept any liability for work, which the firm carries out on your behalf, and you must make your own contractual arrangements directly with them.

19.3. You agree, as the client, that each firm you appoint has sole liability for the work covered by their engagement. You undertake not to bring any proceedings or make any claim whatsoever against us or any other member of HLBI or against HLBI itself, in relation to the work covered by each separate engagement.

19.4. From time to time we may agree to pass ad-hoc or informal guidance to you, on a non-reliance basis, that we have received from an HLBI member firm. Neither we, nor any HLBI member firm accepts any responsibility or liability for such guidance. It is your sole responsibility to consider this guidance. Any reliance that you place on it is wholly at your own risk. If in any doubt you should obtain separate advice before acting on any such guidance.

20. Client identification

20.1. In common with other professional services firms, we are required by the Proceeds of Crime Act 2002 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended) to:

- a) maintain identification procedures for clients, beneficial owners of clients and persons purporting to act on behalf of clients;
- b) maintain records of identification evidence and the work undertaken for the client; and
- c) report, in accordance with the relevant legislation and regulations.

20.2. As part of the identification procedures that we are required to undertake both at the start of our engagement and from time to time thereafter, we might use electronic verification. You must provide all information requested by us in connection with such identification procedures.

20.3. In fulfilling our obligations under the above regulations we may utilise electronic data sources to complete your required verification of identity, and where relevant to complete politically exposed persons and sanctions checks.

20.4. The provision of many of the services we provide means that we are a business in the regulated sector under the Proceeds of Crime Act 2002 and the Criminal Finances Act 2017 and, as such, the partners and staff have to comply with this legislation which includes provisions that may require us to make a disclosure to the National Crime Agency, the Serious Fraud Office or HMRC in relation to information we obtain as part of our normal work. It is not our practice to inform you when such a disclosure is made or the reasons for it because to do so could be a criminal offence known as 'tipping off.'

20.5. This engagement is subject to completion of our procedures for taking on new clients including compliance with Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended). Our engagement is not effective, and we will not be able to commence work, until these procedures have been completed.

20.6. You and we will, at all times, ensure reasonable prevention processes and controls are in place so as not to cause the other party in any way to be in breach of the offences contained in the Criminal Finances Act 2017 concerning failure to prevent facilitation of tax evasion.

21. What we advise on

21.1. Unless agreed specifically in the Engagement Letter, the Professional Services, including any advice provided as part of such services, are provided solely on the basis of the Applicable Laws of the United Kingdom.

21.2. Unless agreed specifically in the Engagement Letter, we are not responsible for your compliance with the International Tax Compliance (United States of America) Regulations 2013, produced as a result of the Foreign Account Tax Compliance Act (FATCA). In particular, we are not responsible for the categorisation of any UK entity into either a Financial Institution (FI) or an active or passive Non-Financial Foreign Entity (NFFE) nor, if a Financial Institution, for its registration with the US Internal Revenue Service (IRS) and subsequent submission of the required annual returns to HM Revenue & Customs.

21.3. We shall not be responsible for validating information provided to us by you, or any third parties engaged by you which we subsequently pass to you as part of the Professional Services. You, together with your other advisors, are responsible for verifying any such information. You further acknowledge that, in performing the Professional Services, we will rely upon your commercial assessment of the benefits and risks associated with any information or recommendations presented to you by your other advisors.

21.4. However, if requested to do so we can provide advice on the completion of the forms supplied by Financial Institutions under FATCA, or under Common Reporting Standards, and used by them to determine the status of an entity. We can also provide advice on setting up the appropriate systems to identify and report on your clients or beneficiaries who are foreign citizens affected by FATCA or Common Reporting Standards.

22. Anti-Bribery & Corruption & Preventing Modern Slavery

22.1. You and we will: (i) comply with all Applicable Laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010, Competition Act 1998 and Enterprise Act 2002; (ii) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity had been carried out in the UK; and (iii) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with this engagement.

22.2. You and we will comply with all Applicable Laws relating to anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

22.3. We will implement, maintain, enforce and update adequate policies and procedures designed to help prevent bribery from occurring and to help ensure that there is no slavery or human trafficking in its supply chains used to deliver the services under this engagement. We provide adequate and regular training to our personnel and sub-contractors to ensure an understanding of our policies and procedures and their obligations arising from it on a continuing basis.

23. General limitation of liability

23.1. **Cap on our liability:** Subject to clause 23.7 (Liability that cannot be excluded), our total liability to you and all Addressees in respect of any claim, loss, damage, liability, costs, charges and expenses, suffered or incurred directly or indirectly by you as a result of the provision of the Professional Services and any other services we perform through this engagement (including as a result of breach of contract, breach of statutory duty, tort or other act or omission of us), is limited to £500,000 in the aggregate unless specified otherwise in the Engagement Letter. It is the responsibility of the Addressees to apportion the limit of our liability between them. The Addressees shall not dispute the validity, enforceability or operation of our limit of liability on the grounds that no such apportionment can be agreed.

23.2. **General exclusions of liability:** Subject to clause 23.7 (Liability that cannot be excluded), we will not be liable for any:

- a) loss of profit, loss of revenue or opportunity, damage to goodwill, anticipated savings, wasted staff time, any punitive or exemplary damages, loss of data (in each case whether direct or indirect);
- b) indirect or consequential loss;
- c) losses arising from changes in the law that are first published after the date on which our advice under this engagement is given;
- d) losses arising out of any act, omission or wilful default by you;
- e) errors arising from any failure by you (or any third party acting on your behalf) to provide full and accurate information to us or to any third party;
- f) costs, claims, loss or damages whatsoever arising out of the interception of or interference with: (i) data storage devices or other media sent by you to us without adequate security protections; or (ii) e-mails between you and us, or sent and received on your behalf; or
- g) work provided by any entity we introduce to you from time to time. Each firm you appoint has sole liability for the work provided under their engagement.

23.3. **Time limit to bring a claim:** Any claim in connection with this engagement must be brought within 2 years from the earlier of: (i) the date on which you became

aware, or ought to have become aware, of the facts giving rise to the action; and (ii) 4 years of the date of the act or omission that is alleged to have given rise to the action. Nothing in this clause affects any consumer rights that may apply to you.

23.4. **Contribution to a loss:** Our liability to you will be reduced to the extent that a third party has contributed to the same loss. We will only be liable for the proportion of the loss that can reasonably be attributed to us. If, as a result of an exclusion or limitation of liability in your agreement with such third party, the amount of such contribution would be reduced, our liability to you shall be further reduced by the amount by which the contribution we would be entitled to claim from such third party is reduced.

23.5. **No claims against individuals or other entities:**

- a) The partners, staff, officers and consultants of Menzies LLP will be acting on behalf of Menzies LLP and will not incur any personal liability whether in tort contract or otherwise in respect of the work carried out on our behalf.
- b) You agree that those individuals will not have a personal duty of care to you, or any other person and any such claim may only be brought against Menzies LLP. Any individual may enforce this clause 23.5 under the Contracts (Rights of Third Parties) Act 1999 but the terms of our engagement may be varied by agreement between you and us at any time without the need for any such individual to consent.

23.6. You agree that Menzies LLP has sole liability for the work covered by this engagement, and you undertake not to bring any proceedings or make any claim whatsoever against any of our group companies (or a member firm of HLBI where applicable) in relation to the work covered by this engagement.

23.7. **Liability that cannot be excluded:** Nothing in the terms of the engagement excludes or limits our liability for: (i) death or personal injury caused by our negligence; or (ii) fraud or fraudulent misrepresentation; or (iii) liability that cannot be excluded due to Applicable Law.

24. Intellectual property rights, use of our name and our use of your name and logo

24.1. You and we shall each retain ownership of our respective pre-existing intellectual property rights and those intellectual property rights developed outside of the Professional Services. Unless agreed otherwise in the Engagement Letter, materials that are prepared by us as part of the Professional Services will be our property. We hereby grant you a non-transferrable, royalty free, licence to use such materials for the purpose of receiving the benefit of the Professional Services.

24.2. You are not permitted to use our name or the name of any of our group companies in any publicly issued statement or document unless our prior written consent has been obtained. The only exception to

this restriction would be statements or documents that are to be made public in accordance with Applicable Law.

- 24.3. You grant to us and our group companies a non-exclusive licence to use your name and logo and the name and logo of your group companies in our marketing materials such as press releases, tender documentation, case study briefs/project summaries, our website and brochures. This licence shall remain in effect unless and until you terminate and revoke the same by giving us not less than 30 days' written notice where, at the end of that 30-day period, the licence shall be deemed terminated. The licence shall be perpetual and irrevocable where used in hard copy materials distributed and/or printed prior to the date on which the licence was terminated.

25. Interpretation

If any provision of our Engagement Terms is held to be void for whatever reason, then that provision will be deemed not to form part of these Engagement Terms, and no other provisions will be affected or impaired in any way. In the event of any conflict between these Engagement Terms and the Engagement Letter or schedules, the relevant provision in the Engagement Letter or schedules will take precedence.

26. Internal disputes within a client

- 26.1. You are our client, and we provide our services and associated information to you, acting by Authorised Persons. If we become aware of a dispute between the persons who own or control you, we would not provide information or services to one such person without the express knowledge and permission of all such persons. Unless otherwise agreed by all such persons, we will continue to supply information to the Authorised Person or your registered office or normal place of business for the attention of your directors, principals or trustees. If conflicting advice, information or instructions are received from the Authorised Persons or your directors, principals or trustees, we will refer the matter to your controlling body and take no further action until that body has agreed the action to be taken. In certain cases, we reserve the right to cease acting for you entirely.

27. Draft/interim work or oral advice

- 27.1. In the course of the Professional Services to you we may provide advice or reports or other work products in draft or interim form, or orally. No reliance should be placed on any draft document without our prior written consent. Final written reports or other work products will always prevail over any draft, interim or oral statements.
- 27.2. Informal oral comments made in discussion with you about any draft report or other work products will not have any greater significance than explanations or other material contained in such report or work products and reliance should only be placed on information and comments set out in the final report

or work products.

- 27.3. Where you request it, we will provide you with written confirmation of matters stated orally.

28. Probate-type services

- 28.1. The Register of ICAEW accredited probate firms specifies whether or not the firm is licensed or authorised by the ICAEW for non-contentious probate services.
- 28.2. As we are licensed/authorised for the reserved legal activity of non-contentious probate, in the unlikely event that we cannot meet our liabilities to you, you may be able to seek a grant from the ICAEW's Probate Compensation Scheme. Generally, applications for a grant must be made to the ICAEW within 12 months of the time you become aware, or reasonably ought to have been aware of the loss. Further information about the scheme and the circumstances in which grants may be made is available on the ICAEW's website: www.icaew.com/probate. For a non-probate related complaint, refer to clause 29. (Complaint procedure).
- 28.3. If you would like to talk to us about how we can improve our service to you, or if you are unhappy with the service you are receiving, please let us know by contacting the firm's Managing Partner, Simon Massey or the Head of Legal Practice in a licensed firm, David Truman. We will carefully consider any complaint that you may make about our probate services as soon as we receive it and will do all we can to resolve the issue. We will acknowledge your complaint within five business days of its receipt and endeavour to deal with it within 8 weeks. Any complaint should be submitted to us by letter to our registered office address.
- 28.4. If we do not deal with it within this timescale or you are unhappy with our response you may of course take the matter up with the Legal Ombudsman. Complaints to the Legal Ombudsman should be made within six years of the act or omission or within three years of you becoming aware of the issue, and in either case within six months of our written response to your complaint to us. The contact details for the Legal Ombudsman are:

Letter: Legal Ombudsman, PO Box 6806,

Wolverhampton, WV1 9WJ

E-mail: enquiries@legalombudsman.org.uk

Telephone: 0300 555 0333

29. Complaints procedure

- 29.1. We are committed to providing you with a high-quality service that is both efficient and effective. If at any time you would like to discuss how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know, by contacting your engagement partner, the lead Partner in the office or the firm's Managing Partner, Simon Massey.

29.2. We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. We will acknowledge your letter within five working days of its receipt and endeavour to deal with your complaint within eight weeks. If you feel that we have given you an unsatisfactory service, we undertake to do everything reasonable to address your concerns. If you are still not satisfied, you may take up matters with ICAEW.

30. Force Majeure

30.1. Neither party shall be in breach of the Engagement Terms nor liable for delay in performing, or failure to perform, any of its obligations under this engagement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

31. Assignment

31.1. We may:

- a) assign our rights and obligations under this engagement to any purchaser of our business or to any of our group companies by giving written notice of such assignment to you; and
- b) sub-contract the performance of any of our obligations under this engagement provided that we shall be responsible for every act or omission of the sub-contractor as if it were an act or omission of Menzies.

32. Agreement

32.1. The engagement begins when we start providing the Professional Services to you. Your continuing instructions will amount to your acceptance of these Engagement Terms. Even so, we ask you to please sign and date the enclosed duplicate copy of your Engagement Letter and return it to us immediately.

32.2. These Engagement Terms apply to all engagements with you accepted by Menzies LLP. They replace and supersede any implied terms, previous drafts, agreements or other communication, whether made orally or in writing. All work carried out is subject to these Engagement Terms except where changes are expressly agreed in writing.

32.3. We and you agree that in entering into these Engagement Terms, neither of the parties has relied on, and neither of them has any remedy in respect of, any statement, expression of opinion, representation, warranty or understanding (whether negligently or innocently made) of any person, other than as may be expressly set out in this engagement.

32.4. Any terms of the Engagement Terms which

expressly or impliedly have effect after termination or expiration will continue to be enforceable notwithstanding termination or expiration.

33. General

33.1. If the validity or enforceability of any term of the Engagement Terms is in any way limited by law, then the remainder of such term and the other terms of the Engagement Terms shall be valid and enforceable to the fullest extent permitted by such law.

33.2. Any failure by us to insist upon strict performance of any of the Engagement Terms or any failure or delay by us to exercise any rights or remedies whether under the Engagement Terms, at law or otherwise, shall not be deemed a waiver of our rights to insist upon the strict performance of the Engagement Terms or of any of our rights or remedies as to any default under the Engagement Terms.

Schedule 1 Form of Change Addendum

THIS CHANGE ADDENDUM is made on

[20 []]

BETWEEN:

- 1) Menzies LLP (No. OC336077) whose registered office is at Suite A 1st Floor Midas House, 62 Goldsworth Road, Woking, Surrey, GU21 6LQ (Menzies); and
- 2) [](No.) whose registered office is at [] (Client).

RECITALS:

- (A) Menzies and the Client entered into the Engagement Terms dated [insert] relating to [short description of existing services scope] (The Engagement).
- (B) Menzies and the Client wish to amend the Professional Services as set out in this Change Addendum.
- (C) In accordance with clause 14 of the Engagement Terms, amendments to the Professional Services must be in the form of this Change Addendum unless otherwise specified.

1 DEFINITIONS AND INTERPRETATION

- 1.1 Unless otherwise set out in this Change Addendum, words and expressions defined in this Change Addendum shall have the same meaning as set out in the Engagement Terms.

- 1.2 In this Change Addendum, the following terms shall have the following meaning:

[Insert defined term, if any] means [insert definition of term].

[Insert defined term, if any] means [insert definition of term].

[Drafting Note: Delete clause 1.2 if no additional defined terms are required]

2 AMENDMENTS

- 2.1 With effect from [the date set out above] [insert effective date] Menzies and the Client agree to amend the Professional Services as follows:

[Insert amendments]

- 2.2 Except as otherwise set out in this Change Addendum:

- (a) the Engagement Terms shall continue in full force and effect; and
- (b) in the event of any conflict between this Change Addendum and the Engagement Terms, the Engagement Terms shall prevail.

3 MISCELLANEOUS

- 3.1 This Change Addendum may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same instrument.
- 3.2 No term of this Change Addendum is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party.
- 3.3 This Change Addendum is governed by and shall be construed in accordance with English law and any proceedings arising out of or connected with this Change Addendum (including in relation to non-contractual obligations) shall be subject to the exclusive jurisdiction of the English Courts.

This Change Addendum has been entered into on the date set out at the beginning of it.

Signed by

Name:

duly authorised for and on behalf of **Menzies LLP**

Date:

Signed by

Name:

duly authorised for and on behalf of [**Client**]

Date: