

Mander Duffill

Standard Terms of Business

The following standard terms of business apply to all engagements accepted by Mander Duffill. All work carried out is subject to these terms except where changes are expressly agreed in writing.

Professional obligations

As required by the Provision of Services Regulations 2009 (SI 2009/2999), we will observe the bye-laws, regulations and ethical guidelines of the Institute of Chartered Accountants in England and Wales (ICAEW) and accept instructions to act for you on the basis that we will act in accordance with those guidelines. Copies of these requirements are available for inspection at our offices. In particular, you give us authority to correct errors made by HM Revenue & 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. Where you give us confidential information, we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional pronouncements applicable to this engagement. We reserve the right to act during this engagement for other clients whose interests may be adverse to yours. We will notify you immediately should we become aware of any conflict of interest to which we are subject in relation to you.

Professional indemnity insurance

In accordance with the disclosure requirements of the Provision of Services Regulations 2009, our professional indemnity insurer is QBE European Operations plc., 30, Fenchurch Street, London, EC3M 3BD. The territorial coverage is worldwide, excluding professional business carried out from an office in the United States of America or Canada and excludes any action for a claim brought in any court in the United States of America or Canada.

Investment services

Although we are not authorised by the Financial Conduct Authority (FCA) to conduct investment business, we are licensed by the ICAEW to provide certain limited investment services where these are complementary to, or arise out of, the professional services we are providing to you. In particular, we may:

- Advise you on investments generally, but not recommend a particular investment or type of investment;
- Refer you to a Permitted Third Party (PTP) (an independent firm authorised by the FCA), assist you and the PTP during the course of any advice given by that party and comment on or explain the advice received (but not make alternative recommendations). The PTP will issue you with his own terms and conditions letter, will be remunerated separately for services and will take full responsibility for compliance with the requirements of the Financial Services and Markets Act 2000. This referral may be to Mander Duffill Financial Services Limited, a company authorised by the FCA. Mander Duffill Financial Services Limited is under the common control of the ownership of Mander Duffill Limited;
- Advise you in connection with the disposal of an investment, other than your rights in a pension policy or scheme;
- Advise and assist you in transactions concerning shares or other securities not quoted on a recognised exchange;
- Assist you in making arrangements for transactions in investments in certain circumstances; and
- Manage investments or act as trustee (or donee of a power of attorney) where decisions to invest are taken on the advice of an authorised person.

For companies only – We may also, on the understanding that the shares or other securities of the company are not publicly traded,:

- Advise the company, existing or prospective shareholders in relation to exercising rights, taking benefits or share options, valuations and methods of such valuations;
- Arrange any agreements in connection with the issue, sale or transfer of the company's shares or other securities;
- Arrange for the issue of new shares; and
- Act as the addressee to receive confirmation of acceptance of offer documents etc.

If you are dissatisfied in any way about our services described in this section, you should follow the procedures set out in the 'Help us to give you the right service' section of this letter and, 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.

Financial promotions

To enable us to provide you with a proper service, there may be occasions when we will 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 during our normal office hours of 9am to 5pm. We shall, of course, comply with any restrictions that you may wish to impose, which you notify to us in writing.

Commissions or other benefits

In some circumstances, commissions or other benefits may become payable to us, or to one of our associates, in respect of transactions we or such associates arrange for you, in which case you will be notified in writing of the amount and terms of payment. You consent to such commission or other benefits being retained by us or, as the case may be, by our associates, without our or their being liable to account to you for any such amounts.

Client monies

We may, from time to time, 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 ICAEW. In order to avoid an excessive amount of administration, interest will only be paid to you where the amount of interest that would be earned on the balances held on your behalf in any calendar year exceeds £25. Any such interest would be calculated using the prevailing rate applied by Svenska Handelsbanken AB (publ) for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross. If the total sum of money held on your behalf is enough to give rise to a significant amount of interest or is likely to do so, the money will be placed in a separate interest-bearing client bank account designated to you. All interest earned on such money will be paid to you. Subject to any tax legislation, interest will be paid gross. We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. 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.

Fees

Our fees are computed on the basis of time spent on your affairs by the principals and our staff and on the levels of skill and responsibility involved. Disbursements represent travel, accommodation and other expenses incurred in dealing with your affairs. If it is necessary to carry out work outside the responsibilities outlined in this letter, it will involve additional fees. Accordingly, we would like to highlight that it is in your interests to ensure that your records etc. are completed to the agreed stage. Our terms relating to payment of amounts invoiced (fees and disbursements) are strictly 30 days net, unless otherwise agreed. Interest and compensation for recovery costs will be charged on all overdue debts at the rate for the time applicable under the Late Payment of Commercial Debts (Interest) Act 1998. Settlement of fees is accepted by cash, cheque, most credit/debit cards, direct debit and standing order. In the event that Mander Duffill ceases to act in relation to your affairs, you agree to meet all reasonable costs of providing information to the new advisors. In particular, you agree to meet these costs even where we are required by law to provide information to a successor firm. Insofar as we are permitted by law or by professional guidelines, we reserve the right to exercise 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.

For companies only – As directors, you guarantee to pay personally any fees (including disbursements) for services provided to the company that the company is unable to pay. This clause shall become effective in the event of a receiver or liquidator being appointed to the company or the company otherwise being wound up, or for any other reason the company is unable to settle outstanding fees with us.

Retention of and access to records

During the course of our work, we will collect information from you and others acting on your behalf and will return any original documents to you following the preparation (and audit, where applicable) of your financial statements (and returns, where applicable). You should retain these records for at least seven years from the end of the accounting year to which they relate. Whilst certain documents may legally belong to you, unless you have told us not to, we intend to destroy correspondence and other papers that we store which are more than seven years old, other than documents which we consider to be of continuing significance. If you require retention of any document, you must notify us of that fact in writing.

Conflicts of interest and independence

We reserve the right during our engagement with you to deliver services to other clients whose interests might compete with yours, or are or may be adverse to yours, subject to our confidentiality responsibilities. 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 to protect the interests of different clients if a conflict arises. Where conflicts are identified which cannot be managed in a way that protects your interests, we regret that we will be unable to provide further services. If a conflict of interest should arise, either between two or more of our clients or in the provision of multiple services to a single client, we will take such steps as are necessary to deal with the conflict. In resolving the conflict, we would be guided by the Code of Ethics of ICAEW, which can be viewed at www.icaew.com/en/technical/ethics.

Confidentiality and subcontract

We confirm that where you give us confidential information, we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional statements relevant to our engagement. 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 deem 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. In addition, if we act for other clients whose interests are or may be adverse to yours, we will manage the conflict by implementing additional safeguards to preserve confidentiality. Safeguards may include measures such as separate teams, physical separation of teams, and separate arrangements for storage of and access to information. You agree that the effective implementation of such steps or safeguards as described above will provide adequate measures to avoid any real risk of confidentiality being impaired. We may, on occasion, subcontract work on your affairs to other tax or accounting professionals that are external to our firm and may reside in other jurisdictions. The subcontractors will be bound by our client confidentiality terms and we will have undertaken appropriate due diligence to ensure they apply the same high standards as ourselves and they are bound by our procedures and confidentiality concept. You agree to us sharing your personal and financial information with our chosen subcontractor as part of our service and agreement with you. If we use external or cloud-based systems, we will ensure confidentiality of your information is maintained. We reserve the right, for the purpose of promotional activity, training or other business purposes, to mention that you are a client. As stated above, we will not disclose any confidential information.

Quality control

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 highly experienced and professional people and are, of course, bound by the same requirements of confidentiality as our principals and staff.

Dealing with HM Revenue & Customs

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 be honest with us and to provide us with all necessary information in a timely manner. For more information about 'Your Charter' for your dealings with HM Revenue & Customs, please see www.hmrc.gov.uk/charter/index.htm. To the best of our abilities, we will ensure that HM Revenue & Customs meet their side of the Charter in their dealings with you.

Help us to give you the right service

If at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know by telephoning or writing to Mr J M Duffill FCA. We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If you feel that we have given you a less than satisfactory service, we undertake to do everything reasonable to address your concerns. If you are still not satisfied, you may of course take up matters with the ICAEW. In order for us to provide you with a high quality service on an ongoing basis, it is essential that you provide us with relevant records and information when requested, reply to correspondence in a timely manner and otherwise follow the terms of the agreement between us set out in this

Standard Terms of Business and associated engagement letters. We therefore reserve the right to cancel the engagement between us with immediate effect in the event of:

- Your insolvency, bankruptcy or other arrangement being reached with creditors;
- Failure to pay our fees by the due dates;
- Either party being in breach of their obligations where this is not corrected within 30 days of being asked to do so.

In addition, this agreement may be terminated for any reason if 90 days notice is given.

Applicable law

The engagement letter is governed by and construed in accordance with English law. The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. 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. If any provision in this Standard Terms of Business or any associated engagement letter or its application are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

Changes in the law

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 or your circumstances. We will accept no liability for losses arising from changes in the law or the interpretation thereof that occur after the date on which the advice is given.

Internet communication

Unless you instruct us otherwise, we may, where appropriate, communicate with you and with third parties via email or by other electronic means. 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 email 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 email is not an acceptable means of communication. It is the responsibility of the recipient to carry out a virus check on any attachments received. You authorise us to transmit information prepared on your behalf and other information we hold to the relevant authorities. These will include HMRC and Companies House and we will take all necessary precautions to ensure the safety of these documents within the electronic environment that is within our control.

Data Protection

In this clause, the following definitions shall apply:

- 'Client personal data' means any personal data provided to us by you or on your behalf for the purpose of providing our services to you, pursuant to our engagement letter with you;
- 'Data protection legislation' means all applicable privacy and data protection legislation and regulations including PECR, the 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;
- 'Controller', 'data subject', 'personal data', and 'process' shall have the meanings given to them in the data protection legislation;
- 'GDPR' means the General Data Protection Regulation ((EU) 2016/679) and 'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

We shall each be considered an independent data controller in relation to the client personal data. Each of us will comply with all requirements and obligations applicable to us under the data protection legislation in respect of the client personal data. You shall only disclose client personal data to us where:

- You have provided the necessary information to the relevant data subjects regarding its use (and you may use or refer to our Privacy Notice available at www.manderduffill.com, or please contact the office to request a hardcopy);
- You have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subjects' consent; and
- You have complied with the necessary requirements under the data protection legislation to enable you to do so.

In relation to this clause, you indemnify us from any failure to provide the necessary information to the relevant data subjects where the responsibility to do so is not within our control. We shall only process the client personal data:

- In order to provide our services to you and perform any other obligations in accordance with our engagement with you;
- In order to comply with our legal or regulatory obligations; and
- 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 is available at www.manderduffill.com (or please contact the office to request a hardcopy) and contains further details as to how we may process client personal data.

For the purpose of providing our services to you, pursuant to our engagement letter, we may disclose the client personal data to our regulatory bodies or other third parties (for example, our professional advisors or service providers). We will only disclose client personal data to a third party provided that the transfer is undertaken in compliance with the data protection legislation.

Should you require any further details regarding our treatment of personal data, please contact our Data Protection Officer, Mr J M Duffill FCA (jmd@manderduffill.com) or The Old Post Office, 41-43 Market Place, Chippenham, Wiltshire, SN15 3HR.

We shall 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 client personal data. In respect of client personal data, provided that we are legally permitted to do so, we shall promptly notify you in the event that:

- We receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or in respect of our processing of their personal data;
- 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 client personal data from a supervisory authority as defined in the data protection legislation (for example, in the UK, the Information Commissioner's Officer); or
- 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 client personal data.

Limitation of Third Party Rights

Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. The advice that we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

Client identification

In common with other professional services firms, we are required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2017 to:

- Maintain identification procedures for clients, beneficial owners of clients, and persons purporting to act on behalf of clients;
- Maintain records of identification evidence and the work undertaken for the client; and
- Report, in accordance with the relevant legislation and regulations.

We have statutory obligation under the above legislation to report to the National Crime Agency (NCA) any reasonable knowledge or suspicion of money laundering. Any such report must be made in the strictest confidence. In fulfilment of our legal obligations, neither the firm's principals nor staff may enter into any correspondence or discussions with you regarding such matters. If we are not able to obtain satisfactory evidence of your identity and, where applicable, that of the beneficial owners, we will not be able to proceed with the engagement. You authorise us to carry out identity check using our approved credit checking agencies to assist us with our confirmation process which may result in a record being logged on your personal profile.

Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards

Unless agreed specifically in a separate 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 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. However, if requested to do so, we can provide advice on the completion of the forms supplied and used by Financial Institutions under these Regulations, or under Common Reporting Standards, 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.

General limitation of liability

We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities where you or others supply incorrect or incomplete information or fail to supply any appropriate information or where you fail to act on our advice or respond promptly to communications from us or the tax authorities. Further, we will not be liable to you for any delay or failure to perform our obligations if the delay or failure is caused by circumstances outside our reasonable control. Our liability to you shall be limited as set out in our engagement or other client letter. You will not hold us, our principal(s)/director(s), shareholders and staff, responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation (intentional or unintentional) supplied to us orally or in writing. This applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers. However, this exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry. You agree that you will not bring any claim in connection with services we provide to you against any of our partners, shareholders, directors or employees personally.

Our work is not, unless there is a legal or regulatory requirement, to be made available to third parties without our written permission and we will 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 in defending it and our legal fees on an indemnity basis. Nothing in this agreement shall exclude or limit our liability for death or personal injury caused by negligence, nor for fraudulent misrepresentation or other fraud which may not as a matter of applicable law be excluded or limited.

Intellectual property rights and use of our name

We will retain all intellectual property rights in any document prepared by us during the course of carrying out the engagement except where the law specifically states otherwise. You are not permitted to use our name in any statement or document that you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that, in accordance with applicable law, are to be made public.

Draft/interim work or oral advice

In the course of providing services to you, we may provide advice or reports or other work products in draft, interim form or orally. However, final written work products will always prevail over any draft, interim or oral statements. Where you request it, we will provide you with written confirmation of matters stated orally.

Internal disputes within a client

If we become aware of a dispute between the parties who own the business or who are in some way involved in its ownership and management, it should be noted that our client is the business and we will not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties, we will continue to supply information to the registered office/normal place of business for the attention of the directors/proprietors. If conflicting advice, information or instructions are received from different directors/principals in the business, we will refer the matter back to the board of directors/partnership and take no further action until the board/partnership has agreed the action to be taken.

Disengagement

If we resign or are asked to resign, we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.

Interpretation

If any provision of our engagement letter or terms of business is held to be void for whatever reason, that provision will be deemed not to form part of this contract and no other provisions will be affected or impaired in any way. In the event of any conflict between these terms of business and the engagement letter or appendices, the relevant provision in the engagement letter or schedules will take precedence.

Mander Duffill is the trading name of Mander Duffill Ltd. Company No. 06962383, registered in England and Wales. Registered Office: The Old Post Office, 41-43 Market Place, Chippenham, Wiltshire SN15 3HR.

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