

Contents – Anumerate Terms of Business

- Definitions 2
- General..... 4
- Ethical Guidelines..... 5
- Our responsibilities and services to you 5
- Tax advice..... 6
- Confidentiality..... 6
- Intellectual property rights and ownership 7
- Fees and invoicing..... 8
- Your responsibilities..... 9
- Personnel 10
- File retention..... 11
- Data protection and retention of documents..... 11
- Internal disputes 12
- Client monies 12
- Anti-Money Laundering Legislation 13
- Freedom of Information Act 14
- Liability provisions, waiver and assignment 14
- Notices 15
- Third parties 16
- Insurance..... 16
- Conflicts of interest..... 16
- Complaints and dispute resolution 17
- Termination..... 17
- Electronic Communications Risk 17
- Force majeure 18
- Governing law and jurisdiction 18

Press Control + mouse button to jump to any of the sections above.

The latest version of our Terms of Business and Privacy Policy can be found on our website at www.anumerate.com

Anumerate Limited Terms of Business

Anumerate Limited is a registered firm of accountants and tax advisers, supervised by the ACCA. Company number 09171072, with registered office address Office 2.05, Clockwise, Old Town Hall, 30 Tweedy Road, Bromley, BR1 3FE. Gina Blewett is the registered Director of Anumerate Limited.

The latest versions of our Privacy Policy and Terms of Business can be found on our website at www.anumerate.com or emailed to you upon request.

Anumerate is a registered and protected trademark of Anumerate Limited.

The detail set out in these Terms of Business ("Terms") are the basis on which we will provide services to you and will apply to the entire relationship between us and you. Any references to the Terms or Engagement Letter shall include the Proposal or quote, the Engagement Letter, these Terms of Business, any appendices and any subsequent amendments made to these documents. By signing these terms, you accept them as a legally binding contract with us. You also represent and warrant that you have all necessary capacity and authority to enter into this agreement on behalf of such entity named in the documents. If you do not have such capacity or authority or do not wish to accept this agreement and our Terms of Business, you must not proceed to sign this agreement.

We may update any part of the Terms of Business, Engagement Letter, any appendices or other documents referred to in it from time to time. The current version of our Terms of Business can be found on our website along with our Privacy Policy and updates can be emailed to you upon request. If you do not agree to any update, you should let us know and if we cannot agree an amendment which we are both satisfied with, you may terminate this Agreement with notice in writing and stop using the Services.

Definitions

The whole of the contract between the Addressees and Anumerate Limited is described in the Engagement Letter, any Proposal, the Terms of Business, Payment Terms and any appendices. Nothing we discussed prior to your signature of the Engagement Letter forms part of the Engagement Letter unless it is specifically set out in the Engagement Letter.

If we have already started work (e.g. by gathering information, planning or giving initial advice) then you agree that this Engagement Letter applies retrospectively from the start of our work.

The definitions set out in these Terms of Business, the Engagement Letter and any appendices or enclosures shall have the same meaning throughout this Engagement Letter. If there is a conflict between these Terms of Business and the Engagement Letter (save where the Engagement Letter expressly modifies elements of these Terms of Business), these Terms of Business govern.

If any provision of this Engagement Letter is determined to be illegal, void or unenforceable in whole or part, such provision or the affected part shall be deemed not to form part of this contractual arrangement but all other provisions together with the remainder of the affected provision shall remain in full force and effect.

ACCA Association of Chartered Certified Accountants.

Addressees the individual(s) and/or legal entities to whom the Engagement Letter is addressed.

Agents or sub-contractors means persons whom we authorise to act on our behalf, of whom we treat as our employees, and for whose conduct we accept responsibility, in connection with the Professional Services.

Anumerate Limited, us or we (or derivatives thereof) mean the Anumerate Limited contracting party as identified by the Engagement Letter with company number 09171072 and registered office address as stated at Companies House.

Anumerate Limited Persons means the Anumerate Limited contracting party, each and all of our partners or directors, employees, sub-contractors, consultants and agents together with any other body associated with us and each and all of its partners, directors, employees and agents and "**Anumerate Limited Persons**" shall mean any one of them.

Anumerate Limited Privacy Notice means the fair processing information available on request and on our website, as may be updated from time to time.

Anti-money Laundering/AML refers to the UK legislation in respect of anti-money laundering and terrorist financing and includes:

- The Terrorism Act 2000
- The Proceeds of Crime Act 2002
- Fraud Act 2006
- The Bribery Act 2010
- Criminal Finance Act 2017
- The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017
- Economic Crime (Transparency and Enforcement) Act 2022
- Economic Crime and Corporate Transparency Act 2023

Beneficiaries Those other persons (if any) who (a) we and the Addressees have agreed may have the benefit of and rely on the Services and Deliverables on the terms of the Contract and (b) to whom we have agreed to assume a duty of care in respect of the Professional Services under written arrangements with them and who are specified within the Engagement Letter.

Client Documents Documents or other outputs prepared jointly by a combination of our personnel working together with your own and in which your personnel retain sole responsibility for the decisions and judgements underlying them.

Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

Data Protection Legislation means all data protection and privacy legislation as applicable and binding on either Party including the UK GDPR; the Data Protection Act 2018 (and its regulations); the Privacy and Electronic Communications (EC Directive) Regulations 2003; UK GDPR includes the Protection Regulation (Regulation (EU) 2016/679) ("GDPR") until such time as it might cease to apply in the UK; any legislation ratifying or otherwise adopting, replacing or supplementing the GDPR in the UK; and in respect of your obligations, any other laws and regulations relating to privacy or the processing of data relating to natural persons relevant to your obligations in any other jurisdiction.

Deliverables Outputs, which may include advice and assistance, written deliverables, reports or documents, as specified in the Engagement Letter.

Disbursements Our out-of-pocket expenses, such as travel costs or filing fees plus VAT where applicable.

Engagement Delivery of the Professional Services under the terms of the Engagement Letter, Terms of Business and any Appendices.

Engagement Team means Anumerate Limited Persons (excluding corporate bodies) involved in delivering the Services.

Engagement Letter means the contract formed by the Engagement Letter, the Proposal and these Terms of Business, together with any appendices.

Professional Services The services, details of which are set out in the Engagement Letter and any appendices and enclosures.

Terms of Business means the contract formed by the Engagement Letter, the Proposal and these Terms of Business, together with any appendices.

You, yourselves, Directors, Principals (and derivatives) means the addressee (or addressees) of the Engagement Letter.

Underlying Client means any of your clients with whom you have an Engagement Letter, or equivalent document, in place and for whom you require Anumerate Limited to carry out services on your behalf.

General

Any reference to these Terms of Business includes all Schedules which will be considered to have been incorporated into this document, our Payment Terms, the Engagement Letter and any quote or proposal will form an integral part of it. Expressions defined in the main Terms of Business will also apply to any other documents listed above as forming part of the Terms of Business, unless it states differently.

In the event of any conflict between the provisions of the Terms of Business and any other document, these Terms of Business will prevail.

A reference to a Party will include a reference to that Party's successors and assigns. These Terms of Business will be binding on and enforceable by the heirs, trustees, estates, executors, administrators, liquidators and/or assigns of the Parties as fully and effectively as if they had signed this Agreement in the first place and reference to any Party will also be to them, as the case may be.

Any reference to legislation or subordinate legislation or to any other agreement is to it at the Commencement Date and as amended and/or re-enacted from time to time.

Where the day on or by which anything is to be done is not a Business Day, it will be done on or by the first Business Day after.

A reference to a document will include an amendment or supplement to or a replacement or novation of that document.

If any provision in any definition set out in any clause in these Terms of Business are a substantive provision giving rights or imposing obligations on any Party, effect will be given to it as if it were a substantive provision set out in the body of these Terms of Business.

No remedy granted by this Terms of Business will exclude any other remedy available at law.

Earlier drafts of these Terms of Business will not be admissible in any proceedings as evidence of any matter relating to any negotiations preceding the signature of these Terms of Business.

The use of any expression in these Terms of Business covering a process available under English law such as a winding up will, if any of the Parties to these Terms of Business is subject to the law of any other jurisdiction, be interpreted as including any equivalent or similar proceedings under the law of such defined jurisdiction.

Any reference in these Terms of Business to a Party will include a reference to that Party's assigns expressly permitted under these Terms of Business and, if such Party is liquidated or sequestrated, be applicable also to and binding upon that Party's liquidator or trustee, as the case may be.

If any provision of these Terms of Business or of any part hereof to any extent is or becomes invalid or unenforceable, the Parties will agree on such adjustments as are necessary and reasonable in order to ensure continued delivery of the unaffected portions and to secure the vital and strategic interests of the Parties, taking into account the main objectives fundamental at the time of execution of these Terms of Business.

These Terms of Business may only be amended in writing signed by duly authorised representatives of the Parties. For this purpose, advanced electronic signatures will be acceptable.

These Terms of Business contains the whole agreement between the Parties in respect of the subject matter of Agreement and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. The Parties confirm that they have not entered into these Terms of Business on the basis of any representation that is not expressly incorporated into these Terms of Business.

The words "include", "including" and "in particular" will be interpreted as being by way of example or emphasis only and will not be interpreted as, nor will they take effect as, limiting the generality of any preceding word/s.

The words “other” and “otherwise” will not be construed with any preceding words (as the same kind) where a wider construction is possible.

All other warranties terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

A reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns.

A reference to a ‘company’ includes any company, corporation or other body corporate, wherever and however incorporated or established.

A reference to a gender includes each other gender and words in the singular include the plural and vice versa.

A reference to ‘writing’ or ‘written’ includes e-mail.

When we use words in the singular form, they also include the plural form, and vice versa.

References to statutory provisions or laws include any changes, amendments, extensions, consolidations, replacements, or re-enactments of those provisions or laws and similarly for documents, the latest versions of such documents.

Expressions defined in this Agreement will bear the same meanings in any Schedule and the Engagement Letter unless it contains its own definitions.

Ethical Guidelines

We are bound by the ethical guidelines of the Association of Chartered Certified Accountants and accept instructions to act for you on the basis that we will act in accordance with those ethical guidelines. A copy of these guidelines can be viewed at our offices on request or can be seen at www.accaglobal.com. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations.

Our responsibilities and services to you

The scope of the Professional Services and any Deliverables to be provided together with our responsibilities for them are as described in the Engagement Letter, accompanying Appendix and any proposal provided. We will use all reasonable efforts to supply the Professional Services in accordance with any timetable referred to in the Engagement Letter or otherwise specified by the parties. All dates given by Anumerate Limited or specified by you for the supply of the Services are intended for planning and estimating purposes only and are not contractually binding.

The Professional Services shall be delivered with reasonable skill and care.

We shall form an Engagement Team, to include individuals (if any) named in the Engagement Letter. We may substitute any who are named for others of equal or similar skills but we shall consult you before doing so. We will attempt to comply with your request for specific individuals, the appointment of all personnel to perform the Services and the nature and duration of their assignment shall be made as Anumerate Limited considers appropriate.

Our advice may be time-sensitive, meaning that laws and practices may change over time and that advice that was relevant at a particular time may no longer be so in future. The advice that we will provide will be prepared on the basis of the then current tax legislation and HMRC practice, concessions, and interpretations. If these change, then the changes may be applied retrospectively, which is not within our control or liability.

Further, advice will be on the current position and will not consider historical planning, restructuring or advice not undertaken by us. We will not be responsible to refresh or update advice due to changes unless requested to do so and agreeing to undertake this in writing or in terms of an amendment to the Engagement Letter and the Services scoped.

Our advice and Services are limited to that of accountants (including advice on transactions and restructuring and tax advice).

You should seek the appropriate legal advice from a solicitor, mortgage advice from a mortgage broker, and retirement planning and investments with an independent financial adviser, when and where appropriate.

Where requested or required, we may introduce you to third-party suppliers and specialists at your request, for instance in relation to tax, mortgages, financing, software products or insurance and various other products. We may also receive referrals from other parties for introductions to new potential clients. It is important to note that:

- (a) Occasionally we may get a commission or referral fee on the making of such referrals. We will at all times comply with the relevant provisions of the Bribery Act 2010 and have your best interest in mind in line with our professional duties, when doing so;
- (b) Occasionally we will pay a commission or referral fee to a third party who has introduced you to us;
- (c) We cannot be held liable for any losses you may incur using the Services of any third-party suppliers and specialists and you may be subject to their terms and conditions over which we have no control or insight. It remains your responsibility to properly vet any such third-party suppliers and specialist by doing due diligence on them before engaging them and you are at no time obliged to use them above any other supplier or Specialist you prefer;
- (d) We will not be liable for any losses, penalties, surcharges, interests, or additional tax liabilities that are caused by the acts or omissions of any specialist, advisor or third-party supplier introduced by us.

Tax advice

Any tax compliance services we provide will be stated in your Engagement Letter. If your circumstances are particularly complex we may involve specialist tax advisors and we will discuss this with you beforehand.

Tax planning has inherent risks involved, such as changes in tax laws or treatments, and we can only advise on the position as at the time of the advice. You will need to assess the risks of following such structures proposed with a long-term view in mind and understand that it may change over time.

While we will, in line with our professional duties, endeavour to ensure that any tax structure proposed to you is effective, you will appreciate that the outcome of any tax planning is never guaranteed. UK tax legislation can change frequently.

Your tax position depends on your own particular circumstances. In the event of any appeals or assistance with tax investigations or queries, we have substantial experience with HMRC, but we cannot control any particular response from HMRC.

We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. If you wish to be able to rely on that advice, you must ask for the advice to be confirmed by us in writing.

Prior to you undertaking any significant transactions, ensure you have received a detailed letter of advice setting out our understanding of the tax implications arising and any associated risks.

Whilst our advice is based on the tax legislation in force at the time of writing, please be aware that tax legislation changes frequently and where there are sections of the tax legislation that are open to interpretation, that HMRC may take a different interpretation based on their perspective. We cannot control any alternative interpretation which HMRC may choose to apply.

As tax legislation can change, please ensure that you have contacted us prior to relying on historical tax advice received so that we can inform you if the tax advice received previously requires updating.

Confidentiality

We may acquire sensitive information concerning your business or affairs while delivering the Services ("**Confidential Information**"). We shall preserve the confidentiality of Confidential Information and we shall not disclose it beyond the Engagement Team unless permitted by you or by this clause. We shall comply with the confidentiality standards of the ACCA and we shall adhere to the confidentiality restrictions of any other UK authority with powers over us, as well as any obligations imposed on us by English law. We shall be entitled to comply with any requirement of English law, the ACCA, or any other UK regulatory body with powers over us, to disclose Confidential Information.

Each of us shall keep the other's Confidential Information confidential and shall not use such Confidential Information except for the purpose of exercising or performing the relevant rights and obligations under the Engagement and shall not disclose any Confidential Information to a third party, except as expressly permitted by this clause. We may disclose your Confidential Information on the understanding that it will be treated as confidential to (i) any **Anumerate Limited** subcontractors; (ii) your other professional advisers in relation to, or connected with, the Engagement, or (iii) our

professional advisers and insurers insofar as such disclosure is required to protect the professional position of the Firm. Either you or we may disclose Confidential Information to the extent required by law, court order, any regulatory body which you or we are subject to or any professional body of which you or we are a member. You agree that we may refer to you and the services we have provided to you when marketing our services to others, provided that we do not disclose your Confidential Information.

Information relating to you, to our relationship with you, and to the Services, including Confidential Information, may be shared by us with Anumerate Limited Persons, and may be accessed by other parties who facilitate the administration of our business, execution of work or support our infrastructure. We shall remain responsible for preserving confidentiality if Confidential Information is shared with Anumerate Limited Persons or accessed by such other parties.

We may remove, or arrange for the removal of, names and any other identifiers from Confidential Information and then use such anonymised information for lawful purposes chosen at our discretion. This clause shall not apply where Confidential Information properly enters the public domain. This clause shall not prohibit our disclosure of Confidential Information, in confidence, to our professional indemnity insurers or advisers.

For the purposes of marketing or publicising or selling our services we may wish to disclose that we have performed work (including the Professional Services) for you, in which event we may identify you by your name and we may indicate only the general nature or category of such work (or of the Services) and any details which have properly entered the public domain. We will contact you prior to doing so. You and we agree that neither of us will use the other's or any of their affiliate's name, trade marks, logos, trade names and/or branding without prior consent.

Any product of the Professional Services in any form or medium shall be supplied for your benefit and information only. Save as may be required by law or by competent regulatory authority (in which case you shall, unless prohibited by law, inform us in advance), it shall not be copied, referred to or disclosed by you, in whole (save for your own internal purposes) or in part, without our prior written consent. You shall not quote our name, refer to our staff or reproduce our logo in any form or medium without our prior consent. You may disclose in whole any product of the Services to your legal and other professional advisers if seeking advice in relation to the Services, provided that when doing so you inform them that (i) disclosure by them (save for their own internal purposes or where compelled) is not permitted without our prior written consent, and that (ii) to the fullest extent permitted by law we accept no responsibility or liability to them in connection with the Services.

You agree that we shall be entitled to rely on all information provided to us and on your decisions and approvals in connection with our Professional Services and to assume that all such information provided to us from whatever sources is to your knowledge accurate and complete and that its provision to us is authorised. We will not be responsible for the consequences of any information provided to us in the course of the Professional Services not being authorised, complete, accurate or current. However, we will advise you of our belief any information provided does not allow us to complete our service.

It is our practice, in appropriate circumstances, to check for conflicts of interest before taking on engagements. Please notify us promptly of any potential conflict affecting this engagement or which you are, or become, aware.

Any advice, opinion, statement of expectation, forecast or recommendation supplied by us shall not amount to any form of guarantee that we have determined or predicted future events or circumstances.

The obligations of both Parties under this clause will continue in full force and effect during the term of our Contract/Agreement and for a period of ten (10) years from the date of termination or expiry of this Agreement.

Intellectual property rights and ownership

We shall retain ownership of the copyright and all other intellectual property rights in the product of the Professional Services, whether oral or tangible, including rights in all Deliverables or other materials provided by us, before and during the delivery of the Professional Services. All documents in our possession or control, generated by us or addressed to us, relating to the Professional Services shall be our sole property. Payment of fees under the Engagement will give you a non-exclusive, non-transferable licence to use the Deliverables for the purposes of which they are created. In accordance with our confidentiality and data protection obligations, we will, at all times, keep your information confidential. For the purposes of delivering services to you or other clients, employees of Anumerate Limited and Anumerate Limited Persons shall be entitled to use, develop or share with each other knowledge, experience and skills of general application gained through performing the Professional Services.

This clause will survive the termination or expiry of our Agreement.

Fees and invoicing

Our fees reflect the time involved, the experience required, the level of skill and responsibility and the importance and value of the advice we provide as well as the level of risk.

Unless otherwise stated in the Engagement Letter, our fees are based on the quote or proposal provided in the event of fixed fees. Where our quote is based on a rate per hour this includes the time required to complete the Engagement, which may include travelling time if we are required to visit a particular location in person.

We shall render invoices in respect of the Professional Services comprising fees, disbursements and VAT thereon (where appropriate), (“**our fees**”). We will recharge to you any expenses and disbursements (such as filing charges and travel expenses) that we incur in undertaking the Engagement.

Our Payment Terms are set out in a separate attachment to this Terms of Business and together with the engagement letter, proposal or quote, the Payment Terms are all collectively part of these Terms of Business.

We will agree a fee with you in advance of commencing work. The fee will be based on the assumption that we have timely access to the information and personnel that are required to complete the Professional Services in a cost-effective manner and in accordance with relevant deadlines. We will advise you of delays or unexpected problems as they arise and will estimate their effect on the fee, if applicable.

We reserve the right to increase the Professional Fees for any Services annually or more frequently, and we will notify you of this fee increase before the work relating to the fee commences. Unless otherwise stated in the Engagement Letter, any queries on invoices must be raised in writing within 14 days of the invoice date. We reserve the right to request payment of fees, expenses and disbursements in advance.

Invoices are due for payment within 14 days of invoice date in full, in invoice currency and without any deduction, set-off or counterclaim. We reserve the right to request a deposit or payment in full in advance of commencing work.

If the Engagement Letter is terminated or suspended, we shall be entitled to payment for disbursements incurred and payment of fees for Professional Services performed up to the date of termination or suspension plus VAT thereon. Our fees shall in this event be calculated by reference to the fees agreed at the time of performance of the Professional Services.

If we are required by any court or regulatory body in any proceedings or forum in which we are not a party or participant but you are, or if we are required by a parliamentary body, government authorities or the National Crime Agency to provide information or to produce documents relating in any way to the Professional Services, you shall pay our costs incurred in preparing for and responding to any such requirement at our standard hourly rate applicable at the time of responding, together with outlays including legal expenses, and VAT thereon (where appropriate).

Where our appointment is by a parent company on behalf of a group or particular group companies, the parent company confirms that these Terms of Business apply to all group entities to which we have been appointed. Whilst fee invoices may be addressed to either the parent company or the relevant group company or entity, both parties remain jointly and severally liable until they are settled.

If you fail to pay any invoice by its due date:

- (a) we may exercise a particular right of lien over your books and records and withhold those documents until such time as payment is received in full. In exercising this right, we will always fully comply with any legal or professional obligations.
- (b) we may also suspend all work in process until such time as we receive full payment. Take special note that, should we not be able to process VAT, PAYE submissions or similar in this period, you hereby indemnify us in full and we will have no liability whatsoever for any fines or penalties you may incur due to late or no submission/compliance.
- (c) should your account remain outstanding for more than 3(three) months, we will have the right to terminate any Software license. The responsibility will lie with you to ensure you either take over such license or recover the data it holds. We will not be responsible for any loss of data due to your default or omission to provide us with instructions.

If a payment is late, we'll add interest to the amount you owe based on the current rate set out in the Late Payment of Commercial Debts (Interest) Act 1998.

Your responsibilities

You are responsible for determining that the scope of the Professional Services is appropriate for your needs.

You will be fully liable for your personnel's actions and compliance with these Terms of Business.

Our performance of the Professional Services, the timetable, the level of our fees and any estimates each depend on the accuracy and completeness of any assumptions set out in the Engagement Letter or any planning steps undertaken prior to any Professional Services being performed. You agree to tell us if you believe any of these assumptions or planning steps are unrealistic for any reason.

It is your responsibility to provide us with complete, accurate and timely instructions or information relevant to our Professional Services. We will not be responsible for any consequences that may arise from your failure to do so. Such failures may also result in additional fees being charged.

To enable us to perform the Professional Services, you shall promptly supply all information and assistance and all access to documentation in your possession, custody or under your control and to personnel under your control where required by us. You shall use your best endeavours to procure these supplies where not in your possession or custody or under your control. You shall inform us of any information or developments which may come to your notice, and which might have a bearing on the Services.

We may rely on any instructions, requests or information supplied, orally or in writing, by any person whom we believe to be authorised by you to communicate with us for such purposes. We may communicate with you by electronic mail where any such person wishes us to do so, on the basis that in consenting to this method of communication you accept the inherent risks, that to the extent permitted by law we may intercept such communications in order to monitor them for internal compliance or other statutory purposes, and that you shall perform virus checks and you take responsibility for your own IT security. We may at your request send documents to an electronic storage facility hosted or controlled by you or at your direction, in which event you shall be responsible for security and confidentiality at such facility.

We may receive information from you or from other sources in the course of delivering the Services. To the fullest extent permitted by law, we shall not be liable to you for any loss or damage suffered by you arising from fraud, misrepresentation, withholding of information material or relevant to the Professional Services, or other default relating to such information, whether on your part or that of the other information sources.

Where needed to assist us in performing the Professional Services, you will (i) take decisions and obtain management approvals promptly; and (ii) give us full and prompt access to its people and those of its affiliates and to its other advisors associated with the engagement. You agree that you remain solely responsible for managing all aspects of your business, taking all decisions and operating all accounting, internal control or management information systems.

You will keep us promptly informed of any proposals, developments or other matters or issues of which you are aware and which in your view are material to the Professional Services provided. You agree that you will apply your independent judgement to evaluate the Deliverables including any advice or recommendations that we give you.

Where there is more than one of you, this clause applies to each of you separately and not collectively. Notwithstanding our duties and responsibilities in relation to the Professional Services, you shall retain responsibility and accountability for managing your affairs, deciding on what to do after receiving any product of the Professional Services, implementing any advice or recommendations provided by us, and realising any benefits requiring activity by you.

Where you require us or the nature of the Services is such that it is likely to be more efficient for us to perform Professional Services at your premises or using your computer systems or telephone networks, you shall ensure that all necessary arrangements are made for access, security procedures, virus checks, facilities, licences or consents (without cost to us).

Unless the Engagement Letter specifies other arrangements, you agree that each Deliverable will be deemed accepted by you (and our Services, or the relevant part of them, completed) when you have approved it. Any deliverables will be provided by email and addressed to the email addresses you instruct us to use. You may not use our Deliverables for any purpose other than that for which they were prepared. You may not reproduce, or refer to such Deliverables in any other document or disclose (or commit to disclose) such Deliverables to any third party except (i) with our prior written consent on terms to be agreed with us, (ii) in accordance with the Engagement Letter, (iii) to others within your own organisation or your professional advisers where required for the Engagement or (iv) as required by law, court order, or regulatory body which you are subject to or any professional body of which you are a member.

You agree to and accept the provisions of the Engagement Letter on your own behalf and as agent for your Beneficiaries. You shall procure that any the Beneficiaries shall act as if they had each signed a copy of the Engagement Letter and agreed to be bound by the Engagement Letter. However, you alone shall be responsible for payment of our fees. You authorise us to act on instructions given in any manner if we reasonably believe that you, a person with authority to act on your behalf, or the underlying client has given those instructions.

It is your responsibility to ensure that your business activities are conducted with integrity. You must also safeguard your business assets and take necessary steps to prevent and detect fraud and other irregularities. We can advise you and make recommendations to you in relation to accounting and tax matters; it is up to you whether you choose to implement our advice and recommendations. We can provide a range of accounting and tax services to support Directors and self-employed individuals in meeting their regulatory and statutory obligations in relation to your business(es). Whilst you are able to appoint us to provide services to you, as a Director or business owner you retain responsibility for:

- (a) Safeguarding and maintaining your business records, ensuring their security, and take the necessary steps to prevent and detect fraud and other irregularities;
- (b) Making certain that all financial information, whether used by the business or for accounting records, is accurate and comprehensive and retaining the documentation required to validate transactions reflected in any management or audited accounts or statutory returns;
- (c) Adopting diligent and comprehensive accounting practices, ensuring an effective accounting system, safeguarding of assets, authorising transactions, and retaining supporting documentation for these transactions;
- (d) Making management decisions and carrying out managerial functions;
- (e) Designing, maintaining, and implementing internal control systems and IT protection to protect your data, financial information and assets and reduce the risk of fraud;
- (f) Informing us of any known or suspected fraud affecting you that involves management, personnel with significant roles in internal control, or others where the fraud might have a considerable impact on the financial statements;
- (g) Notifying us about your knowledge of any known, alleged, or suspected fraud affecting you, as well as any allegations of fraud from Personnel, former Personnel, regulators, or others; and
- (h) Making sure you comply with all UK laws and regulations relevant to you.

We may supply written advice or confirm oral advice in writing or deliver a final written report or make a final oral presentation. We may also supply oral, draft or interim advice or reports or presentations but in such circumstances our written advice or our final written report shall prevail. No reliance shall be placed by you on anything draft or interim. Where you wish to rely on anything provided orally, you shall inform us, and we shall supply final documentary confirmation.

Personnel

We will confirm our allocated team member to your Professional Services. We reserve the right to determine which of our staff members are allocated to an Engagement and, where named individuals are not available, we will supply substitutes of equivalent quality and experience. We may also use third parties in performing our services such as sub-contractors or consultants. If you are in any way dissatisfied with the performance of any of our team members, please contact Gina Blewett at gina.blewett@anumerate.com directly.

You shall not, directly or indirectly, entice away or solicit the employment of any of our partners, directors or employees, for a period of 24 months following completion or following termination of the Engagement Letter without our prior written consent. If you breach this clause, you will become liable for a fee of £20,000.00 as liquidated damages.

This Engagement is between you and this firm, Anumerate Limited, only. Where appropriate, we may use other sub-contractors or consultants to assist us with the Services to which this Engagement applies. Notwithstanding the fact that the Services may be carried out by other Anumerate Limited Persons, you agree that Anumerate Limited shall have sole liability for both its acts and/or omissions and also all acts and/or omissions of any Anumerate Limited Persons and you agree that you shall bring no claims or proceedings of any nature whatsoever (whether in contract, tort (including negligence), breach of statutory duty or otherwise) against any Anumerate Limited employees or sub-contractors or consultants in any way arising from, in respect of or in connection with the Professional Services or this Engagement.

Our employees, consultants and sub-contractors may be based anywhere in the world, either temporarily or permanently. All employees, consultants and sub-contractors, wherever they are located, are required to abide by the same level of data protection, confidentiality and abide by all UK legislation referenced in these Terms of Business as though the work was being performed within the UK.

File retention

You agree that we shall have the right to retain copies of documents relating to the Engagement after the Engagement has ended, subject to our continuing confidentiality obligations. It is our normal practice to retain documents relating to client engagements for six years after the end of the relevant Engagement. Thereafter, unless separate arrangements have been made, we may destroy or erase the documents or papers without reference to you.

Data protection and retention of documents

You agree that we may process your personal data in order to perform the Professional Services and for other related purposes including maintaining our client records, analysis for management purposes and statutory returns, crime prevention, legal and regulatory compliance and sending you information which may be of interest to you. You have a right of access under data protection legislation to personal data we hold about you.

We reserve the right to monitor telephone calls and electronic communications for the purposes of ensuring compliance with our legal and regulatory obligations and internal policies.

You agree that any data may be transferred to subcontractors outside the European Economic Area for the purposes of completing the work provided the transferee (i) is in a country which provides an adequate level of protection for personal data, or (ii) has agreed terms equivalent to the UK requirements for the transfer of data outside the EEA. All Anumerate Limited Persons are required to abide by UK legislation in terms of Data Protection, Anti-money Laundering Legislation and GDPR requirements and abide by our confidentiality and ethics requirements.

The terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "process", "processing", "transfer" and "appropriate technical and organisational measures" shall be interpreted in accordance with the applicable Data Protection Legislation.

Each of us shall comply with the Data Protection Legislation as it applies to each of us in connection with this Engagement Letter.

Where you transfer or otherwise make available Personal Data to us in relation to this Engagement, you shall ensure that (i) you have the necessary rights to transfer or make available such Personal Data to us (including that you have, or have procured, the necessary legal authority, permissions and/or consents for us to process the Personal Data to provide the Services); (ii) your instructions to us comply with (and will not cause us to be in breach of) the Data Protection Legislation; and (iii) that you have taken reasonable steps to ensure that any Data Subjects are aware of the nature of the processing to be undertaken.

Where we act as a Data Controller in respect of any Personal Data processed in relation to this Engagement Letter (including where you are an individual):

- (a) we shall process or arrange for processing of the Personal Data only in accordance with the details set out in the Anumerate Limited Privacy Notice;
- (b) if you provided us with or gave us access to the Personal Data, you shall take reasonable steps to ensure that the relevant Data Subjects are aware of our processing activities and the Anumerate Limited Privacy Notice;
- (c) both of us shall co-operate with the other, and promptly provide such information and reasonable assistance as the other may reasonably require to enable it to comply with its obligations under the Data Protection legislation in respect of this Engagement Letter, and to deal with and respond to all investigations, complaints, and requests for information from any regulator or Data Subject relating to such Personal Data.

Where we process Personal Data as a Data Processor on your behalf we shall:

- (a) only process such Personal Data in accordance with your written instructions from time-to-time (including as set out in the Engagement Letter) or as required for us to provide, manage and facilitate the provision of the Services, and only in respect of the subject matter, duration, nature and purpose of the Services, and the type of Personal Data and categories of data subject relevant to the Services;
- (b) ensure that only persons authorised by us process such Personal Data and that such persons are subject to appropriate obligations to maintain the confidentiality of such Personal Data;
- (c) taking into account the (i) state of the art, (ii) cost of implementation, (iii) nature, scope, context and purposes of processing, and (iv) the risk and severity of potential harm, protect such Personal Data by putting in place technical and organisational measures to protect such Personal Data from a Data Breach;

- (d) taking into account the nature of our processing, put in place appropriate technical and organisational measures, insofar as is possible, to assist you to fulfil, at your cost, your obligations to respond to data subjects' requests to exercise their rights under the Data Protection Legislation over such Personal Data;
- (e) be permitted to appoint other processors to process such Personal Data, provided (i) they process the Personal Data only for the purposes of assisting us with the performance of our obligations under this Engagement Letter; (ii) we enter into a written agreement with them requiring them to process the Personal Data only in accordance with your or our written instructions, and to comply with obligations equivalent in all material respects to those imposed on us under this clause 11.4; and
- (f) where you instruct us to transfer Personal Data to anyone other than a processor engaged by us, you are responsible for ensuring that adequate arrangements are in place for such transfer as required by the Data Protection Legislation.

Protecting your Personal Data is important to us. Our latest privacy policy can be found at www.anumerate.com

You agree and undertake to always comply fully with your obligations under the applicable Data Protection Laws as regards the Services and information you provide us with and indemnify us in full for any loss or damage we suffer in relation to your breach of this clause.

Where you provide us with Confidential Information, we will at all times, keep it confidential, except as required by law or as provided for under regulatory, ethical, or other professional rules that apply to this Agreement and the Services. The obligation is subject to our legal duty in certain circumstances to disclose information to the National Crime Agency.

Our firm may be subject to audit or quality checks by external firms or regulatory organisations including our professional services body, the ACCA. We may also outsource work such as administrative, research and preparation to assist with your matter. Information from your file may therefore be shared in such circumstances and only with authorised individuals. We will always aim to obtain a confidentiality agreement with the third-party and will comply with the Data Protection Laws.

It is your legal obligation to keep documents and records pertinent to your tax matters. As we carry out our Services, we might gather information from you and other sources related to your tax dealings. We will ensure any original documentation is returned to you, subject to full payment of the outstanding invoices for Services.

When our engagement concludes, we'll discuss the approach concerning access to cloud-accounting records to guarantee uninterrupted Service. This might necessitate you establishing direct relationships with third-party software vendors and separately bearing any associated costs.

Although some documents might technically be your property, we reserve the right to discard electronically stored correspondence and other documents that exceed 6 (six) years in age. This includes any of your documents left unclaimed within this 6 (six) year timeframe. Please notify us if you need specific documents returned before this period expires.

Internal disputes

If we become aware of a dispute between the parties who own or are in some way involved in the ownership and management of a business, it should be noted that our client is the business and we would 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 or last known postal address for the attention of the directors or business owners. If conflicting advice, information or instructions are received from different individuals in the business we will refer the matter back to the directors or business owners and take no further action until the directors or business owners have agreed the action to be taken.

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 our funds.

If the total sum of money held on your behalf exceeds £2,000 for a period of more than 2 months, or such sum is likely to be held for more than 2 months, then the money will be placed in an interest-bearing client bank account. All interest earned on such money will be paid to you. Subject to any tax legislation, interest will be paid gross.

If there are grounds to suspect (even if we do not actually suspect) that any monies held in a client account is derived directly or indirectly from any criminal activity whatsoever, we may not release such monies until we receive permission to do so from the National Crime Agency ("NCA"). Please also refer to the section on Anti-Money Laundering Legislation.

Anti-Money Laundering Legislation

We wish to draw your attention to our obligations under the United Kingdom's anti-money laundering and counter terrorist financing legislation as listed within the Definitions section. Money laundering is defined in the Proceeds of Crime Act 2002. Terrorism and Terrorist Property are defined in the Terrorism Act 2000. All accountants must comply with onerous duties imposed by the Anti-Money Laundering Legislation, which are intended to prevent the activities of terrorists and other criminals by denying them access to technical expertise. If we fail to adhere to these duties, we risk imprisonment.

Under this legislation we are required to identify you and various persons connected to you. We are also required to keep the identification and verification up to date. Copies of such records created as part of the client due diligence process, including any non-engagement documents relating to the client relationship and ongoing monitoring of it, will be retained by us for a period of at least six years after we cease to act for the business unless we are required to retain them under statutory obligation, or to retain them for legal proceedings, or you consented to the retention in which case the records will be retained for not more than 10 years. We may not undertake the engagement if we are unable to comply with these obligations. The legislation also requires that if you know, suspect or have grounds for suspecting that an individual or entity is engaged in money laundering or financing terrorism, we make a report to the relevant authority. If we fail to make a report we will be committing an offence. Please also note that it is an offence for us to disclose to you that we have made a report of suspected anti-money laundering to the authorities.

In accordance with the Proceeds of Crime Act, The Terrorism Act and The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and any other associated legislation, you agree to waive your right to confidentiality to the extent of any report made, document provided or information disclosed to the National Crime Agency ("NCA").

You also acknowledge that we are required to report directly to the NCA without prior reference to you or your representatives if, during the course of undertaking any assignment, the person undertaking the role of Money Laundering Reporting Officer becomes suspicious of money laundering or other criminal activity. Importantly, we are prohibited from informing you that we have made such a report.

If we have reported a suspicion to the NCA, we cannot act on your instructions unless we receive their consent. If the NCA does not decline our request within 7 (seven) Business Days, we may proceed. However, if they deny our request during this time, we cannot continue for an additional 31 (thirty-one) days from the refusal date.

Activity is considered 'criminal' if it is a crime under UK law, no matter how trivial. For example, tax evasion is a criminal offence, but an honest mistake is not. We will assume that all discrepancies are mistakes unless there is contrary evidence.

As with other professional services firms, we are required under UK law to have appropriate risk-based policies and procedures for assessing and managing money laundering risks: this applies at the start of any business relationship and through the lifetime of the relationship. This includes undertaking appropriate client due diligence procedures. Before accepting your instructions, we need to obtain 'satisfactory evidence' to verify your identity.

We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases. If we are not able to obtain satisfactory evidence of your identity, we will not be able to proceed with the engagement. As part of our client identification and verification procedures we will use third-party software providers to verify your details, and this may include checks with credit reference agencies and providers of anti-money laundering software who access central databases.

Credit reference agencies may keep a record of the information provided and disclose it (and the fact that a search was made) to its other customers, including for the purpose of assessing the risk of giving credit and occasionally to prevent fraud, money laundering and to trace debtors. A copy of relevant Credit Reference Agency Information Notice(s) (CRAIN) explaining how the credit referencing agency process your data is available on request. We may also need to carry out biometric tests to confirm your identity.

At times, we might also need to validate the identities of third parties, understand the source of funds or other property, ascertain the purpose behind any instructions, determine the beneficial ownership on your side, or gather other relevant information. We might also require this evidence after we have started acting on your instructions.

Freedom of Information Act

In the event of any request pursuant to the Freedom of Information Act 2000 (“the Act”), that requires you to disclose any information provided to you by us, you will notify us promptly and consult with us before making disclosure. You agree to pay due regard to any representations that we may make in connection with such disclosure and to apply any relevant exemptions that may exist under the Act to such information. If, following consultation with us, you disclose any such information you will ensure that any disclaimer that we included or may subsequently wish to include in such information is reproduced in full in any copies disclosed.

Liability provisions, waiver and assignment

Failure to exercise or enforce any rights shall not amount to a waiver of such rights. No-one shall have the right to assign the benefit (or transfer the burden) of the Engagement Letter to another party.

Your failure to adhere to providing information by the requested dates and deadlines set out in this Agreement may result in late/no submission by us and you may incur penalties, interest, and other charges/consequences as a result, for which we will have no liability of whatsoever nature to you or any other party. You hereby indemnify us in full against any claim, loss or damage suffered by you or another as a result, to the fullest extent permitted by law.

The limitation of liability provisions in this Engagement Letter apply to the aggregate liability arising under this Engagement whether caused by any or all of Anumerate Limited or sub-contractors involved in providing the Services and regardless of the number of claims and claimants.

Where there is more than one addressee to the Engagement Letter the financial limit of liability specified in it (if any) will be shared between those addressees and any other party we agree in writing to assume a duty of care to in relation to the Engagement. It will be entirely a matter for you how you apportion the sharing of the limit of liability, and you shall be under no obligation to inform us of any apportionment. If (for whatever reason) no apportionment is agreed, you shall not dispute the validity, enforceability or operation of the limit of liability on the ground that no such apportionment was agreed.

Nothing in this section or elsewhere in our Engagement Letter shall exclude or restrict the liability of any person for that person's fraud or dishonesty or purport to exclude or restrict a liability which cannot be excluded or restricted as a matter of law.

We will perform the Professional Services with reasonable skill and reasonable care.

Without prejudice to any defence which we may have, you agree that we will not be liable to you for any loss, liability, damage, cost, charge or expense of whatever nature and howsoever caused and including interest (together “Losses”) unless and then only to the extent that such Losses are finally determined to have resulted from our breach of contract or negligence or fraud or wilful misconduct, subject always to the following provisions:

- (a) We will not be liable for Losses to the extent such Losses arise from the acts or omissions of any person other than Anumerate Limited Persons. In particular, where we refer you to another firm whom you engage with directly, we accept no responsibility in relation to their work and will not be liable for any loss caused by them.
- (b) We will not be liable for Losses arising as a result of the provision of false, misleading or incomplete information or documentation by, or the withholding or concealment or misrepresentation of information or documentation, by you.
- (c) Any liability which we may have to you under or in connection with this Engagement Letter for Losses suffered by you shall (so far as permitted by law) be limited to such an amount as is finally determined to be just and equitable, having regard to the extent of responsibility for the Losses or us, you, (including your management, officers, employees or agents), and any person other than us who is jointly or severally liable to you for all or part of the same Losses, provided always that Anumerate Limited's liability to you shall not under any circumstances exceed in aggregate the amount set out hereunder.
- (d) Any limitation or exclusion or restriction on the liability of any such other person under any jurisdiction, whether arising under statute or contract or resulting from death, bankruptcy or insolvency, or any settlement of such liability agreed with you, shall be ignored for the purposes of determining whether that other person is liable to you and the extent of responsibility of that other person to you.

- (e) Our total liability of whatever nature, whether in contract, tort (including, without limitation, negligence), under statute or otherwise to you and to any Beneficiaries, for any and all Losses arising from or in any way in connection with this Contract and this Transaction, shall not exceed the lesser of 10 (ten) times the fees agreed to under the terms of this Engagement Letter or £1million. By accepting our proposal and engagement terms you agree that you have given proper consideration to this limit and accept that it is reasonable in all the circumstances. If you do not wish to accept it, you should contact us to discuss it before signing the engagement letter.
- (f) Where there is more than one Beneficiary of the Professional Services, our total liability to all Beneficiaries shall be apportioned by them amongst them. No Beneficiary shall dispute or challenge the validity, operation or enforceability of this clause on the grounds that no such apportionment has been so agreed or on the ground that the agreed share of the limitation amount so apportioned to any Beneficiary is unreasonably low.
- (g) In no event shall we be liable to you, whether in contract, statute, tort (including, without limitation, negligence) or otherwise for (i) loss or damage incurred as a result of third party claims; (ii) loss of profit, goodwill, business opportunity or anticipated savings, loss of or corruption to data, loss of revenues, losses arising from any internet or IT issues or wasted management or staff time; or (iii) incidental, special, punitive, exemplary, indirect or consequential loss or damage; (together, "Excluded Losses") which you may suffer, howsoever caused and whether or not you or we knew, or ought to have known, that the Excluded Losses would be likely to be suffered.

You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure 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.

Anumerate Limited neither owes nor accepts any duty of care to any person other than you and the Beneficiaries. We shall not be liable for any Losses suffered by any other person caused by that or any other person's use of or reliance on our Deliverables of our advice and recommendations.

Any claim from you or any Beneficiaries in respect of loss or damage suffered as a result of, arising from or in connection with the Engagement Letter, whether in contract or tort or under statute or otherwise, must be made:

- (a) if Services have been delivered, within four years of the date of the activity giving rise to the claim;
- (b) if the Engagement Letter has been terminated, within four years of the date of termination (subject to the bullet above); and in any of these cases that shall be the date when the earliest cause of action (in contract or tort or under statute or otherwise) shall be deemed to have accrued in respect of the relevant claim. For the purposes of this clause a claim shall be made when court proceedings are commenced.

We will not be liable to you for any delay or failure to perform our obligations under this engagement letter if the delay or failure is caused by circumstances outside our reasonable control. We will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service we are providing is withheld or concealed from us or misrepresented to us.

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.

You have agreed that you will not bring any claim of any kind against any of our principals/partners/directors/members or employees, consultants or sub-contractors on a personal basis.

Nothing in this clause or Agreement should be construed as an attempt to limit our legal or professional duty of care to you in providing the Services. This section will survive termination of our business relationship and these Terms of Business indefinitely.

Notices

Any notice under the Engagement Letter shall be given in writing and delivered by pre-paid first-class post (or pre-paid overseas equivalent) to or left at our respective addresses appearing in the Engagement Letter (or such other address as may be notified in writing or the relevant registered office address as noted at Companies House, where applicable). Notices delivered by post shall be deemed to have arrived, where posted from and to addresses in the UK, on the second working day and where posted from or to addresses overseas, on the tenth working day, following the date of posting.

Third parties

The advice and information we provide to you as part of our service is for your sole use and not for any third party to whom you may communicate it unless we have expressly agreed in the engagement letter that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, for any advice, information or material produced as part of our work for you which you make available to them. It may not be used or relied upon for any other purpose or by any other person other than you without our prior written consent. A party to this agreement is the only person who has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

If our advice is disclosed to any third party (with or without our consent), then we accept no responsibility or liability to that third party for any consequences that may arise to them, should they rely on the advice.

If it is proposed that any documents or statement which refer to our name are to be circulated to third parties, please consult us before they are issued.

If you breach any of your obligations under the Engagement Letter and there is any claim made or threatened against us by a third party, you shall compensate us and reimburse us for, and protect us against, any loss, damage, expense or liability incurred by us which results from or arises from or is connected with any such breach and any such claim. If any payment is made by you under this clause, you shall not seek recovery of that payment from us at any time. In this clause "us" shall include all Anumerate Limited Persons and "you" shall include the Beneficiaries.

Insurance

As required by our professional body's regulations, we shall procure and maintain in effect all insurance coverages required by law, and further, shall procure and maintain the following policies of insurance (regardless of whether such insurance is required by law) covering claims and liabilities arising from this Engagement Letter and these Terms of Business:

- (a) Employer's Liability insurance
- (b) Public Liability insurance; and
- (c) Professional Liability.

In addition:

- (a) We shall, upon request by you, provide you with an industry-standard certificate of insurance and endorsements evidencing these coverages.
- (b) The insurance requirements under this Engagement Letter shall not limit or relive us of our duties, responsibilities or liabilities under this Engagement Letter; and
- (c) Premiums of all insurance policies shall be paid by us at no charge to you.

As required by our professional body, appropriate continuity arrangements are in place in the event of death or incapacity of the Director of the firm. The purpose of this arrangement is to ensure that our Services to you continue without interruption. You will be contacted in the event of such circumstances arising and you will have the option to decline to be covered by these arrangements.

Conflicts of interest

Should a conflict of interest emerge in our relationship with you, or between you and another client of ours, and if it is possible to manage that conflict successfully by implementing appropriate safeguards to protect your interests, we will do so.

If any conflict is detected that cannot be addressed in a manner that safeguards your interests, we regret that we might have to cease providing further Services to you. Should this scenario arise, we will promptly notify you.

We do, however, reserve the right to serve other clients, even if their interests might differ from or be in opposition to yours, provided we uphold the confidentiality obligations highlighted earlier and in line with our professional standards required by the ACCA.

Complaints and dispute resolution

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 any aspect of the service you are receiving, please let us know by contacting the Engagement Leader at our registered office.

We will look into any complaint carefully and promptly and will endeavour to resolve any issues. We will provide you with details of our Complaints Procedure. You have the right to report any complaint to the Association of Chartered Certified Accountants.

Termination

Should you fail to pay our invoices or requests for funds on account when they become due, we may suspend Professional Services under the Engagement Letter until the invoices have been paid or the funds are received. We will give you notice of our intention to suspend Professional Services under the Engagement Letter. Any such notice shall not affect our right to terminate the Engagement.

We are not liable for any loss or damage whatsoever incurred by you or any associated entity or third party as a result of any suspension in accordance with this clause.

Either you or us may terminate the Engagement immediately on written notice to the other where: (i) termination rules are prescribed by legislation or professional obligations, (ii) the other party becomes the subject of insolvency proceedings or calls any meeting of its creditors, or (iii) the other breaches a material term of the Engagement Letter and does not remedy the breach within 14 days.

Either you or we may terminate the Engagement upon the expiry of 14 days written notice to the other. If either of us terminate, we will issue a disengagement letter, setting out our respective responsibilities to finalise any outstanding Services.

All outstanding/unpaid invoices and any other will become immediately payable. Where no invoice has been submitted yet, we may submit an invoice which will be payable on receipt.

We will terminate any software licenses we hold on Your behalf on termination. The onus will be on You to take over or extract the required data from such Software, before access becomes restricted, or data is deleted. We will have no liability to You if You refuse/omit to instruct us in this regard.

If we have reasonable grounds to suspect that performing the Engagement or receiving payment of fees may be unlawful or breach any regulatory requirement, we may without notice and at our unfettered discretion delay all of the Engagement, delay part of the Engagement or terminate the Engagement.

Electronic Communications Risk

We each agree that we may communicate with each other by e-mail (including the internet). Both Parties acknowledge that electronic communication, whether by email, message, or other means, is not always secure. Such communications can be intercepted, lost, arrive late or incomplete, or be affected by viruses.

You further acknowledge that in order for our personnel to operate effectively and efficiently from your premises they may require access to your networks, for example, to enable access to our applications and systems. We each recognise that the internet is inherently insecure and that data can become corrupted, communications are not always delivered promptly (or at all) and that other methods of communication may be appropriate. In addition, the internet is prone to viruses. Similar hazards apply where we access our systems via your networks. We each recognise these hazards and so each of us will be responsible for protecting our own systems and interests and neither of us will be responsible to the other on any basis (contract, tort or otherwise) for any loss, damage or omission in anyway arising from the use of e-mail as a form of communication, use of the internet, use of cloud-based software, use of desktop-software or from our personnel connecting to or accessing your network.

We will use reasonable endeavours to protect our systems from viruses and malicious software, however, we do not warrant that any electronic communication we send will be free from viruses or other harmful components.

We will not be liable to you for any losses, liabilities, damages, costs, or expenses arising, directly or indirectly, from an electronic communication being intercepted, tampered with, redirected, delayed, or lost, or from a transmission containing

harmful software or data corruption. It may therefore be prudent to check any advice contained in an e-mail before relying on it.

You agree to similarly use all reasonable endeavours to ensure that any electronic communication you send to us is free from viruses and other harmful components.

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 for you.

Force majeure

Neither we nor you will be liable to the other for any delays or failures in performance or breach of contract due to events or circumstances beyond our or your reasonable control, including acts of God, war, acts by governments and regulators, acts of terrorism, failure of the internet, failure of networks linked to the internet or in the cloud, failure of any software whether desktop or cloud-based, accident, fire, flood or storm or civil disturbance.

In the event of any such occurrence affecting one of us, that one shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the operation of the Engagement on notice taking effect immediately on delivery.

Governing law and jurisdiction

You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim that arises out of or in connection with the Engagement Letter, the Terms of Business or its subject matter or Professional Services (including non-contractual disputes or claims).