

Terms and conditions of business

1 Engagement terms

- 1.1 All Services provided by RSM for the Client Party will be under the Engagement Letter subject to any subsequent written variation, agreed by an authorised representative of each party. If that does not happen, we will treat the fact you have instructed us to commence the Services as deemed agreement.
- 1.2 The Engagement Letter replaces and supersedes any previous proposal, discussion, representation or agreement between us concerning the Services and, along with any Client Portal user terms or any other portal or platform user terms separately between us, forms the whole agreement between us in relation to the same. This clause shall have the effect of excluding the liability of any party to the Engagement Letter for any misrepresentation (other than fraudulent misrepresentation) made prior to the Engagement Letter date.
- 1.3 Amendment to these Terms and Conditions of Business may be made only by specific reference to the relevant clause in these Terms and Conditions of Business. In the event of a conflict between these Terms and Conditions of Business and the Engagement Letter incorporating these Terms and Conditions of Business, the Engagement Letter will prevail only to the extent of such conflict.
- 1.4 The obligations of each addressee of the Engagement Letter are several such that no one addressee has any liability or responsibility for the actions or defaults of another.

- 1.5 You or we may terminate the engagement under the Engagement Letter, or suspend the Services, in either case by written notice, at any time, without penalty, though if such termination or suspension occurs before the Services have been completed, RSM shall be entitled to its fees, expenses, disbursements and VAT, up to the termination or suspension date. If the engagement is terminated or the Services are suspended then RSM and RSM Parties will not be responsible for any fines, penalties, costs, charges, interest, consequences of missed deadlines or any other liabilities you may incur, and which might have been avoidable had the engagement not been terminated or the Services not been suspended.
- 1.6 The terms of the Engagement Letter will apply to any Services whether such Services were performed or provided before or after Engagement Letter signing.
- 1.7 The provisions of clauses 4, 5, 8, 9, 10, 11, 12.2, 12.5, 20, 21, 23, 24, 28, 29, 30, 31, 32, 33 and 34 shall continue in full force and effect notwithstanding the termination of the engagement, together with any other provision stated to survive or which, by implication, is intended to survive.

2 Changes in scope

- 2.1 Should you require any services in addition to the Services from time to time, we will discuss any request with you. After such discussions, we will advise you whether we are willing to undertake any services in addition to the Services and, if so, the terms of such services.

- 2.2 Any agreement to provide additional services will include the payment of reasonable additional fees and a reasonable additional time period within which to provide such services.

3 Investment business

- 3.1 We may, during the Services, assist you with exempt regulated activities that are incidental or complementary to, or arise out of, the Services.
- 3.2 If, during the services, you need advice on investments beyond what we are permitted to provide, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, where the RSM Entity that is party to the Engagement Letter is licensed by the Institute of Chartered Accountants in England and Wales or by the Solicitors Regulation Authority, that RSM Entity may be able to provide certain investment services where these are complementary to, or arise out of, the Services we are providing to you, as summarised at <https://www.rsmuk.com/legal-statements>.
- 3.3 Where the RSM Entity that is party to the Engagement Letter is licensed by the Institute of Chartered Accountants in England and Wales or by the Solicitors Regulation Authority then, in the unlikely event that that RSM Entity cannot meet its liabilities to you, you may be able to claim compensation under the Chartered Accountants' Compensation Scheme or Solicitors' Compensation Fund as applicable.

4 Fees and expenses

- 4.1 Unless otherwise specifically agreed between you and us, our fees will be charged based on this clause 4 and will be based on hourly rates that take account of the level of partners and staff assigned to the Services.
- 4.2 Expenses incurred, including travel and subsistence, and goods and services purchased concerning the Services, will be re-charged to you.
- 4.3 It is RSM's general policy to agree a specific billing schedule with each Client Party but in the absence of such agreement, the following shall apply:
- a) concerning most non-recurring Services we will bill 50% of the expected fee on Service commencement, 25% of the expected fee when the field work is completed and bill the balance of our fee (including disbursements and expenses) on Services completion; and
 - b) where continuous Services are provided (e.g. preparation of VAT returns and accountancy work), fees will be rendered monthly or quarterly depending upon the Services undertaken. Fees will normally be billed when the value of the Services performed since the last bill exceeds £1,000.
- 4.4 All fees and expenses will be subject to VAT (or exempt from VAT) in accordance with VAT regulations and guidance. You will also pay any taxes, including VAT, that are due concerning our Services. You will pay us the full amount of any invoice, regardless of any deduction or withholding that you are required by law or otherwise to make.
- 4.5 Invoices are due for settlement when issued. Time for payment of

fees, disbursements and expenses shall be of the essence, and you agree to pay all sums due under the Engagement Letter on receipt of an invoice.

- 4.6 We may charge interest on any outstanding balances as from their due date at the rate prescribed from time to time under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.7 Fee estimates given by us are given in good faith but will not be contractually binding.

5 Limitation of liability

- 5.1 The following clauses limit RSM's liability to the Client Party in respect of any negligence, default, or breach of duty, or breach of trust, occurring in the course of the Services, subject to clause 5.2.
- 5.2 None of these clause 5 provisions apply concerning:
- a) Death or personal injury;
 - b) Loss and damage arising from fraud or fraudulent misrepresentation on our part; and
 - c) Any other situations in which the limitation of our liability is prohibited by law.
- 5.3 If the Client Party or any other person has contributed to any loss or damage for which we are liable, then our liability to you is limited to the sum that is just and equitable having regard to our responsibility for that loss or damage, and we will not be liable for losses or damages attributable to you or any other person. Any limitation, exclusion or restriction on the liability of any other person and any other matter, including inability to pay, affecting the possibility of recovering compensation from any other person shall be ignored in this.

- 5.4 If clause 5.3 or 5.5 would limit RSM's liability to less than such amount as is fair and reasonable, as determined under that clause, RSM's liability shall be limited to such amount as is fair and reasonable, as so determined.
- 5.5 RSM's aggregate liability in respect of all claims under or in connection with the Engagement Letter shall be limited to the amount specified in the Engagement Letter or, if no amount is specified there, to £1 million.
- 5.6 We shall not be liable more than once in respect of any loss or damage a Client Party may suffer arising out of the Services. Any amount otherwise payable to a Client Party by reason of a claim under the Engagement Letter in respect of any such loss or damage shall be reduced by any amount paid to that Client Party in respect of the same loss or damage by a claim under any other letter of engagement entered into between ourselves (or other RSM Entities) and that Client Party or otherwise.
- 5.7 For clarity where there is more than one Client Party, RSM's aggregate liability to all Client Parties shall not exceed the limit applicable pursuant to clause 5.5. In that event, the limit of liability specified above will have to be allocated between the Client Parties. It is acknowledged that such allocation will be entirely a matter for the Client Parties.
- 5.8 Claims will be made only against RSM and not against any other RSM Parties (whether in contract, tort or otherwise) save to the extent that such other RSM Parties perform services pursuant to their own separate letters of engagement. You agree that any other RSM Parties may rely upon the Contract (Rights of Third Parties) Act 1999 or Contract (Third Party Rights) (Scotland)

Act 2017 as applicable should they need to enforce this clause.

5.9 Any claim must be formally commenced within two years after the party bringing the claim becomes aware (or ought to have become aware) of the facts which give rise to the action and in any event no later than four years after the cause of action arises. This provision expressly overrides any statutory provision that would otherwise apply.

5.10 We shall not be liable for (i) loss of profit, (ii) loss of revenue, (iii) loss of data (provided however we have taken a reasonable standard of care and skill to safeguard any Client Party Information), (iv) loss or damage to goodwill, (v) loss or damage to reputation, (vi) exemplary or punitive damages, or (vii) consequential, indirect, incidental or special losses or damages.

5.11 Except as expressly provided herein, no person may enforce the Engagement Letter by virtue of the Contracts (Rights of Third Parties) Act 1999 or Contract (Third Party Rights) (Scotland) Act 2017.

5.12 Details of our professional indemnity insurance are at <https://www.rsmuk.com/legal-statements>.

6 Working for other parties

6.1 The provision of Services to you shall not prevent or restrict the way RSM carries on its profession or business concerning its other clients. You acknowledge that RSM reserves the right to act at any time for other clients who may be your competitors or in respect of whom issues of commercial conflict may arise.

7 Conflicts of interest

7.1 We have procedures to identify situations where a specific legal or ethical conflict of interest may

arise. However, we cannot be certain those procedures will identify all such situations, in part as we may not know what you regard as a conflict. If you know of any potential conflict affecting our Services, you will tell us.

7.2 Where a conflict is identified, and we believe implementing appropriate procedures can safeguard you, we will notify you (subject only to any obligations we owe to third parties), explain the safeguards and obtain your consent. However, we may consider that your position cannot be safeguarded and thus the Services may be terminated.

8 Publicity

8.1 Once the subject matter of the Engagement Letter is in the public domain (or you and we otherwise agree in writing) we may (at our own expense) place advertisements or refer on our website or distribute other marketing materials (in each case using your name and (in the case of a corporate or other business client) logo) describing our role.

9 Confidentiality

9.1 Subject to clause 10 below:

a) You and we shall each (and will each use our respective reasonable endeavours to procure that our respective partners, directors, officers, agents, contractors and employees shall) keep confidential and shall not disclose, except (i) in the Services, (ii) as stated in clause 10 or the Engagement Letter, (iii) as subsequently agreed in writing, or (iv) as otherwise required in law or by regulation or by the rules of any competent governmental or regulatory body (each a 'Permitted Disclosure'), any Deliverables and/or Information;

b) Both you and we each accept no liability to any other party who sees any Information or Deliverables; and

c) You will keep confidential any methodologies and technology used by us in the Services. RSM retains copyright in all such material provided to you.

10 Permitted disclosures and use

10.1 Clause 9 shall not prohibit the disclosure of any Information or Deliverables where it is reasonably necessary for:

a) ensuring that any permitted transferee under clause 26 of all or part of an RSM Entity's business can provide a continued service in case of a transfer of all or part of that RSM Entity's business;

b) notifying insurers about any dispute about the Services; or

c) resolving any dispute about the Services. Each party shall take all possible steps to preserve confidentiality of Information and/or Deliverables in all court filings.

10.2 Clause 9 shall not prohibit the disclosure of any information which is within the public domain, or which is obtained from a third party entitled to disclose it publicly.

10.3 Clause 9 shall cease to apply to any information which subsequently enters the public domain except due to a disclosure breaching these provisions.

10.4 For clause 7.1, you consent to our disclosure to RSM Network members and RSM International of details of these Services.

10.5 You accept that, notwithstanding clause 9, where permitted by law, we (or another RSM Entity) may

anonymise Information provided under this engagement and aggregate that anonymised information with other anonymised information from others so we (or other RSM Entities) can use that so aggregated information for lawful purposes (including analysis to better understand a particular issue or sector, benchmarking to provide insights back to our (or other RSM Entities') clients and improving our (or other RSM Entities') service delivery and offerings).

11 Freedom of Information

11.1 The parties shall coordinate as set out in the Engagement Letter or otherwise set out at <https://www.rsmuk.com/freedom-of-information-and-environmental-information> about any request for information where the FOIA or EIR (as defined therein) directly applies to you.

12 Information relevant to the Services

12.1 When reasonably requested by us, you accept responsibility for making available to us and/or granting full access to, as and when required, all relevant Information. You will ensure it is complete and accurate. We will not be responsible for the consequences of any deficiency in Information provided during our Services.

12.2 You agree to grant us a royalty free licence to use your intellectual property rights to the extent necessary for the provision of the Services. Such licence shall expire automatically upon termination of the engagement provided such termination shall not require us to return any Information.

12.3 If such Information is not in your control or possession, you will use your best endeavours to

procure that that Information is made available to us.

12.4 You undertake to notify us promptly if anything occurs within a reasonable time after Information has been provided to us to render any such Information misleading. You also undertake (if required by us) to take all reasonable steps to correct any document, announcement or communication issued, containing, referring to or based upon any such Information.

12.5 In providing the Services, unless agreed otherwise in writing, we will not be deemed to have Information from either services other RSM Parties may have provided to you or from individuals not involved hereunder. Without prejudice to the foregoing you accept that we may, if we deem it appropriate, share Information with the RSM Parties concerning the Services and other services provided to you by an RSM Party under a separate engagement.

12.6 We shall not be obliged to disclose to you, nor to consider in the Services, any information if to do so might breach obligations owed to other persons or the rules of any governmental or regulatory authorities.

13 Other professional advisers

13.1 Concerning the Services, it may be necessary or desirable to instruct other advisers. You shall be responsible for the appointment of such other advisers and for their fees and expenses, unless otherwise specifically agreed.

13.2 We shall have no liability for the non-delivery or non-performance of such other advisers (other than our express agents or unless otherwise specifically agreed). Additionally, we shall not be liable for the acts or omissions of any

third-party supplier introduced or recommended by us.

13.3 Where other advisers are instructed, we will place reliance on their opinion and we will refer to their opinion, and our reliance upon it in any Deliverables as appropriate.

14 Nature of the Services

14.1 Except as specifically agreed in the Engagement Letter, the Services will not be an audit or assurance engagement as conducted in accordance with International Standards on Auditing (UK) issued by the Financial Reporting Council or any other assurance standards. We will not seek to verify the accuracy of the Information provided to us. In many cases we will accept the explanations and assurances we receive from the directors, officers and employees of the relevant entity.

14.2 We may also request written confirmation from relevant persons that such Information provided to us is complete and accurate, and that any Deliverables are factually accurate and contain all matters of significance within the scope of the Services.

14.3 Our review may not discover matters that would, under normal circumstances, come to our attention if we were to undertake an audit or assurance engagement. It may not cover matters that are not apparent to us from reasonable enquiry.

14.4 Concerning information technology systems, we make no representation or warranty that our advice is complete or that any action you take, or do not take, as a consequence of our advice will result in the functionality and/or performance of your information technology systems.

14.5 Where you have separately engaged RSM UK Audit LLP as your statutory auditor and this engagement concerns any services other than statutory audit services, we will not undertake any work inconsistent with RSM UK Audit LLP's role as statutory auditors and the constraints of the Revised Ethical Standards issued by the Financial Reporting Council. We are required to notify RSM UK Audit LLP, in advance, of this engagement and any proposed additional work to be undertaken by us. You hereby authorise us to release such information as may be necessary for RSM UK Audit LLP to comply with its ethical obligations and to deliver statutory audit services to you. It is understood that RSM UK Audit LLP will notify us whether the proposed work will impair their audit independence. It is only after we have received such notification that we will be able to determine whether we can provide the proposed service. If you have engaged a statutory auditor, but not RSM UK Audit LLP, you hereby authorise us to release such information as may be required for your auditor to deliver such a service to you. It is your responsibility to notify us of the name of your auditor and keep us informed of any audit appointment change.

15 Discovery of fraud

15.1 We will not be responsible for detecting fraud or misrepresentation (whether by the Client Party, its management, employees or third parties). We will, subject to our legal obligations, without accepting any liability for doing so, inform the Client Party if we become aware of it.

16 Recommendations

16.1 Neither the Services nor our findings shall constitute recommendations regarding any

proposed transaction. You are responsible for determining whether the Services scope is sufficient for your purposes in the context of your wider investigations and due diligence. If we were to perform additional procedures or extend the Services scope, we might identify other relevant matters.

17 Compliance

- 17.1 The Client Party and RSM shall each ensure that it has and/or shall obtain all authorisations and approvals of any governmental or other regulatory body or authority as needed so it can enter the Engagement Letter and carry on the activities in respect of which the Services are provided and/or provide the Services (as applicable).
- 17.2 Each party will ensure that it complies with all legal and regulatory provisions which apply to it relating to this engagement.

18 Communication and meetings

- 18.1 We shall keep you informed on the progress of the Services and give warning of all matters that we consider to be of significance to you and, where appropriate, your advisers as they arise during Services provision.
- 18.2 Draft Deliverables may represent work in progress and provide views about which we have not received full and accurate Information. Accordingly, draft Deliverables will not constitute RSM's definitive opinions and conclusions, and we will not be liable whether in contract, tort or otherwise for the content or use of any draft Deliverables. We will not be liable whether in contract, tort or otherwise for oral advice provided during Services' provision except we shall be liable to the Client Party where Services provision exclusively

comprises oral advice (as set out in the Engagement Letter).

- 18.3 We shall be under no obligation to update any Deliverables issued in final form.

19 Electronic communication

- 19.1 The parties agree to communicate electronically over the internet, including (i) email, and/or (ii) use of a portal or platform. If you are to access our Client Portal, then you are required to accept online (or through another method) our Client Portal user terms from time to time which you shall procure is accepted on your behalf by an authorised representative(s).

Also, for administrative type purposes only, the parties may communicate using another form of internet or other electronic enabled messaging service ('Other Messaging Service') if requested by a party and you accept that our Deliverables are not provided (and shall not be deemed to have been provided) through such Other Messaging Service.

- 19.2 We shall each be responsible for protecting our own systems and interests, and neither of us shall 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 electronic data (including e-mail) as a form of communication.
- 19.3 You may provide (or procure provision of) Virtual Facilities for RSM Entities' use relating to Services. We shall not be responsible for any inaccuracy in our Deliverables to the extent it is caused by such Virtual Facilities.
- 19.4 For such Virtual Facilities you undertake to (a) ensure that we are granted the necessary usage rights, and (b) use (or procure the use of) procedures to prevent

unauthorised disclosure or use of confidential information and personal data.

- 19.5 We may download or copy information relating to Services from such Virtual Facilities and then hold such information under the Engagement Letter.

20 Ownership of Papers and Intellectual Property

- 20.1 All correspondence and papers in our possession or control and generated for our internal purposes (including our working papers) or addressed to us relating to the Services shall be our sole property.

- 20.2 Upon full payment of all amounts due to us under the Engagement Letter, all right, title and interest in the Deliverables will become your sole and exclusive property for the sole purpose of providing such right, title and interest to you, except as set forth below. We will retain sole and exclusive ownership of all right, title and interest in our work papers, proprietary intellectual property, processes, methodologies, techniques, ideas, concepts, trade secrets, know-how and software existing prior to the signing of the Engagement Letter, or which is created outside of the provision of the Services ('Retained IPR'). Where the Deliverables contain our Retained IPR, we grant you a non-exclusive, non-assignable, royalty-free licence to use it in connection with the Deliverables and the Engagement Letter subject and for no other use. If the Deliverables contain third party proprietary intellectual property, you shall comply with such third party's licence terms as the same are made available by us to you.

21 Document Retention Policy

- 21.1 Without prejudice to clauses 29, 30 and 31, files and other papers,

electronic or otherwise, relating to this engagement, including documents that may legally belong to you, will be stored for such time as we judge reasonable or for such time as we are required by law so to do, but in any event, typically, for a period of not less than six years, after which time we may delete or destroy them without further reference to you.

22 Timetable

- 22.1 We will discuss with you the programme of work we intend to carry out. Deadlines for completing the various aspects of the Services will be agreed following such consultation. The timetable for completion of the Services assumes that the Information we require will be made available on a timely basis.

23 Custody

- 23.1 Where we provide custody of title documents belonging to you, we:
- will charge for such services separately from our other fees, on the basis stated in the section titled Fees;
 - will provide you with annual statements or records of title documents; and
 - may appoint sub-custodians to undertake the arrangements for the custody of your title documents.

24 Client Money

- 24.1 Client money bank accounts are maintained by RSM UK Group LLP, on behalf of the relevant RSM Entity, where applicable in compliance with the Client Money Rules of the Institute of Chartered Accountants in England and Wales.
- 24.2 Interest will be paid on client money held on your behalf at a rate no less than that applicable to small deposits subject to the

minimum period of notice of withdrawal.

25 Force Majeure

- 25.1 Neither of us will be liable to the other for any delay or failure to fulfil obligations caused by circumstances outside its reasonable control.

26 Assignment and subcontracting

- 26.1 Unless otherwise provided herein, neither of us may transfer or assign any rights or obligations under the Engagement Letter without the prior written consent of the other party. We may transfer or assign this Engagement Letter to a transferee of all or part of RSM's business, but only if such transferee is appropriately authorised and regulated to carry out the relevant business.

- 26.2 Notwithstanding clause 26.1, we may use sub-contractors where we consider it appropriate to do so concerning the Services and you hereby authorise us to release such Information as we consider necessary to such sub-contractors. Additionally, we may need to disclose certain Information to an information technology provider for them to provide their services to us. For clarity, no use of sub-contractors will affect our obligations to you under the Engagement Letter in any way and clause 13 shall not apply concerning any such sub-contractors.

27 Quality assurance

- 27.1 We carry out quality assurance procedures on the work we perform. If you wish to discuss with us how our Services could be improved, or if you are dissatisfied with the Services you are receiving, please tell us. Contact details of the person responsible for handling complaints can be viewed at

<https://www.rsmuk.com/legal-statements>.

27.2 We will look carefully and promptly into any complaint. If we have given you a less than satisfactory service, we will try to put it right. Ultimately, you may take up matters with our regulators, details of which can be viewed at <https://www.rsmuk.com/legal-statements>.

28 Provision of services by RSM Parties

28.1 RSM is an independent member of the RSM Network. RSM is the trading name used by members of the RSM Network. Each member of the RSM Network is an independent accounting and consulting firm, each of which practises in its own right. The RSM Network is not itself a separate legal entity of any description in any jurisdiction.

28.2 The RSM Network is administered by RSM International Limited, a company registered in England and Wales (company number 04040598) whose registered office is at 50 Cannon Street, 2nd Floor, London, EC4N 6JJ ('RSM International'). The brand and trademark RSM and other intellectual property rights used by RSM Network members are owned by RSM International Association, an association governed by article 60 et seq of the Civil Code of Switzerland, whose seat is in Zug.

28.3 Without prejudice to clause 28.2, unless specifically agreed, no RSM Party is the agent or partner of RSM, and no RSM Party has authority to enter any legal obligations on behalf of RSM. If we introduce you to an RSM Party, we do not accept any liability for work that they carry out for you, and you must make your own contractual

arrangements with them directly unless otherwise specifically agreed.

28.4 If you instruct an RSM Party to provide services to you, the RSM Party and not RSM is responsible for any such services provided. Any such services will be separate from those provided by RSM and will be subject to a separate engagement letter between the RSM Party and yourself. You agree that fees and commissions receivable by the RSM Party concerning services provided to you will not reduce or otherwise affect the fees payable by you in respect of the Services provided by RSM, or any other then-current engagement letter.

29 Data Protection

29.1 For these Terms and Conditions of Business, the terms 'controller', 'data subjects', 'personal data', 'personal data breach', 'processor' and 'process' shall have the meaning given to them by Data Protection Law.

29.2 Unless stated otherwise in the Engagement Letter or elsewhere agreed in writing, each party acts as an independent controller.

29.3 Each party shall comply with Data Protection Law when processing personal data concerning the Services ('Relevant Personal Data') and undertakes not knowingly to cause the other to breach Data Protection Law.

29.4 Where RSM acts as a controller in providing the Services, the Client Party:

- a) shall ensure that the RSM Entities' Privacy Policy is provided to any individual whose personal data is disclosed by the Client Party (or another entity on behalf of the Client Party) to RSM and that any such disclosure complies with Data Protection Law; and

- b) agrees that (i) for the purposes of providing the Services we may disclose Relevant Personal Data received from the Client Party to members of the RSM Network having imposed on such members appropriate data protection obligations, and (ii) RSM may, at its discretion, charge to the Client Party any reasonable costs that any of the RSM Entities incurs in complying with the rights of data subjects whose personal data has been disclosed to RSM hereunder.

30 RSM as processor

30.1 Where RSM acts as a processor on behalf of the Client Party (acting as controller) in providing the Services, it shall:

- a) only process Client Personal Data in accordance with the Engagement Letter and other written instructions received from the Client Party from time to time, unless otherwise required by applicable Data Protection Law. RSM shall notify the Client Party if it believes that the instructions infringe Data Protection Law unless informing the Client Party is prohibited by law on important grounds of public interest;
- b) keep Client Personal Data confidential and implement appropriate technical and organisational security measures (including imposing confidentiality obligations on all staff working with Client Personal Data) to ensure a level of security appropriate to the risks that are presented by the processing of Client Personal Data. If a personal data breach occurs which we reasonably believe affects Client Personal Data, RSM shall notify the Client Party

without undue delay after having become aware of it; and

- c) (i) reasonably assist the Client Party in ensuring compliance with its relevant obligations under the UK GDPR; (ii) provide the Client Party with all information necessary to demonstrate compliance with Data Protection Law; and (iii) reasonably allow for and contribute to audits, including inspections and information requests, conducted by the Client Party or an auditor mandated by the Client Party.

30.2 The Client Party grants RSM general authorisation to retain members of the RSM Network and other third parties as sub-processors ('Sub-Processors') in connection with the provision of the Services having imposed on such Sub-Processors data protection obligations equivalent to those imposed on us under these Terms and Conditions of Business. RSM may change or add Sub-Processors provided that at least 30 days' written notice has been provided to the Client Party and the Client Party has not, within that period, objected to the proposed new Sub-Processor. The Client Party will only object to a proposed new Sub-Processor if it has reasonable grounds to do so. RSM shall be liable to the Client Party for the performance of the Sub-Processors' obligations.

30.3 RSM shall, at the Client Party's written request, delete or return all Client Personal Data after termination of the Services, unless otherwise required by law to store such Client Personal Data.

30.4 Taking into account the nature of the processing, RSM shall provide such assistance as may be reasonably required by the Client Party in complying with its

obligations concerning the rights exercised by data subjects under the UK GDPR.

30.5 RSM may, at its discretion, charge to the Client Party any reasonable costs that any of the RSM Entities incurs in respect of discharging any of RSM's obligations under any of clauses 30.1(c)(iii), 30.3 and 30.4.

31 International Data Transfers

31.1 Clause 31 shall only apply where the processing of Relevant Personal Data or Client Personal Data involves the transfer of such data from the United Kingdom to a territory that has not been recognised as providing an adequate level of protection for personal data under Data Protection Law.

31.2 The SCCs / UK Addendum are incorporated by reference and deemed binding on the parties.

31.3 For clause 31.2, the SCCs Module(s) shall apply as follows:

- a) Module One – where a controller transfers personal data to a controller;
- b) Module Two – where a controller transfers personal data to a processor;
- c) Module Three – where a processor transfers personal data to a sub-processor; or
- d) Module Four – where a processor transfers personal data to a controller,

or such other Module as applies.

31.4 Furthermore, for clause 31.2, unless expressly agreed otherwise, the optional clauses and other provisions shall apply as follows, where relevant for the Module concerned (with 'clause' in the following list meaning a clause from the SCCs, unless stated otherwise):

- a) Section I, clause 7: applies;

b) Section II, clause 9, where Module Two or Three applies: option 2 applies, with the data importer specifically informing the data exporter of any intended changes to sub-processors as set out in clause 30.2 of these Terms and Conditions of Business;

c) Section II, clause 11 (a): optional text within clause does not apply;

d) Section II, clause 13(a): for this clause the Information Commissioner's Office shall act as competent supervisory authority;

e) Section IV, clause 17: for this clause, the governing law shall be as set out in these Terms and Conditions of Business; and

f) Section IV, clause 18(b): for this clause, the courts shall be as set out in these Terms and Conditions of Business.

31.5 The parties agree to be bound by the SCCs / UK Addendum, as applicable. The Annexes to the SCCs (along with the Tables in the UK Addendum) are each deemed completed through the contents of the Engagement Letter and related information shared and agreed between the parties in writing. However, if requested by a party, the parties shall include that information in the Annexes / Tables themselves.

32 Money Laundering Regulations

32.1 The Client Party acknowledges that RSM is under an obligation to apply client identity due diligence measures under The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 as amended (the 'ML Regulations'). The Client Party further acknowledges that personal data it has provided (or

which it provides) to RSM Entities for the purposes of the ML Regulations will only be processed for the purposes of preventing money laundering or terrorist financing or as otherwise permitted under applicable law or for the purpose of the provision of the Services and will be retained in accordance with the ML Regulations.

33 Governing law and dispute resolution

33.1 The Engagement Letter will be subject to the law of the country in the UK as is identified by the RSM office location in the Engagement Letter letterhead. If the Engagement Letter does not make that identification, English law shall apply. The Courts of the country of the governing law shall have exclusive jurisdiction in relation to any claim or dispute concerning the Engagement Letter and any matter arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

33.2 Without prejudice to clause 33.1, in case of a claim or dispute concerning this Engagement Letter the parties may at their discretion first attempt to reach a resolution satisfactory to each party through discussion between them.

34 Electronic signatures

34.1 Each party can sign the Engagement Letter (and, subject to applicable law, any other documents relating to it) either with an electronic signature (whatever form the electronic signature takes) or with a manuscript signature and, if an electronic signature method is

used in such instance, it shall be deemed to be as conclusive of that party's intention to be bound as if signed with a manuscript signature.

DEFINITIONS

'Client Party' or **'you'** or derivatives: The Engagement Letter addressee(s).

'Client Personal Data': Relevant Personal Data that RSM processes as a processor for the Client Party.

'Client Portal': The internet portal provided by RSM with that name, or another name as notified to the Client Party by RSM, as may be rebranded.

'Data Protection Law': All laws and regulations applicable to the relevant party's processing of personal data concerning the Services, including the UK GDPR.

'Deliverables': The letters, reports, information, advice or opinions given by us concerning the Services.

'Engagement Letter': The letter or other agreement that incorporates these Terms and Conditions of Business, as may be varied under clauses 1.3 and/or 2.1.

'Information': All documents, information and assistance, including personal data, IT systems and/or infrastructure that we may require to undertake the Services.

'person': Includes without limitation a body corporate, partnership, individual or otherwise.

'RSM' or **'We'** or derivatives: The United Kingdom body corporate which is a party to the Engagement Letter and delivering the Services.

'RSM Entities': RSM UK Holdings Limited and persons, bodies corporate or partnerships controlled (directly or indirectly) by it.

'RSM Entities' Privacy Policy': The RSM Entities' privacy policy, as amended from time to time, which is in the Privacy Section of the RSM

website at <https://www.rsmuk.com/privacy-and-cookies>.

'RSM Network': The international network of independent member firms of which RSM is a member, details of which can be viewed at <https://www.rsmuk.com/legal-statements>.

'RSM Parties': RSM Entities and all other independent member firms of the RSM Network and in each case their affiliates, partners, principals, members, owners, directors, staff and agents, and any successor or assignee.

'SCCs': The standard contractual clauses for international transfers of personal data to third countries set out in the European Commission's Decision 2021/914 of 4 June 2021 incorporating the relevant Module.

'Services': The services delivered to the Client Party by RSM, and which are detailed in and are subject to the terms of the Engagement Letter.

'UK Addendum': Means the template Addendum B.1.0 issued by the UK's Information Commissioner's Office and laid before Parliament in accordance with s119A of the Data Protection Act 2018 of the UK on 2 February 2022, and in force as of 21 March 2022.

'UK GDPR': The United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

'Virtual Facilities': Any internet facility designed to store, exchange or analyse information relating to Services.

The Services will be provided by an English limited liability partnership or a limited liability company. RSM though retains the title of 'partner' for our most senior individuals. Individuals with a job title of 'director' are not principals in RSM or acting as shadow directors.