

Forvis Mazars LLP Corporate Finance

General Terms and Conditions of Business

1. General

- 1.1 These General Terms and Conditions of Business shall apply to all engagements for professional services provided to you by Forvis Mazars LLP.
- 1.2 The scope of our work will be set out in our Engagement Letter which incorporates these General Terms and Conditions of Business.
- 1.3 Should any term of our Engagement Letter conflict with these General Terms and Conditions of Business, the term in the Engagement Letter shall prevail over the term in the General Terms and Conditions of Business.
- 1.4 The headings contained in these terms and the Engagement Letter are for convenience only and do not affect their interpretation.
- 1.5 Services provided to you by Forvis Mazars LLP or by any subsidiary or affiliated company of Forvis Mazars LLP may result in a financial benefit to our members.
- 1.6 Forvis Mazars LLP is the UK firm of Forvis Mazars Group through cooperation agreements with Forvis Mazars Group SC, an independent member of Forvis Mazars Global network. Forvis Mazars Group SC is a cooperative company based in Belgium and does not provide any services to clients. Services are provided by the member firms in their respective countries or geographic areas. Except where we have subcontracted all or part of the Services to another Forvis Mazars member firm, FMFP is not liable for the actions of any other member firm in the Forvis Mazars Group or in the Forvis Mazars Global network.
- 1.7 We are an independent accounting firm allowed to use the name "PRAXITY" in relation to our practice. We are not connected by ownership with any other firm using the name "PRAXITY" and we will be solely responsible for all work carried out by us on your behalf. In deciding to instruct us you acknowledge that we have not represented to you that any other firm using the name "PRAXITY" will in any way be responsible for the work that we do. For the avoidance of doubt, we will not be responsible in any way for the work that any other firm using the name "PRAXITY" may carry out for you.

2. Fees

- 2.1 Our fees will be charged on the basis set out in the Engagement Letter.
- 2.2 Fees are payable on the presentation of the fee note. We reserve the right to charge interest for late payment at a rate of 4% above the base rate of the Bank of England (as varied from time to

time), calculated from 14 days after the date of presentation of the fee note.

- 2.3 If it becomes necessary for us to withdraw from the Engagement for any reason our fees for work performed up to that date will be payable by you.
- 2.4 Any new or additional work will not be commenced until any overdue fees have been settled.
- 2.5 In certain circumstances we are obliged to charge value added tax (VAT) and/or withholding tax. In such cases, VAT and/or withholding tax will be added to the fees charged and (where necessary) to any disbursements, at the rate from time to time in force. Any figure given as an estimate, quote, hourly rate or other cost information is exclusive of VAT.

3. Information provided by you

- 3.1 You will provide us with all necessary documentation and information required in order to enable us to provide the Services.
- 3.2 You confirm that the documentation and information so provided to us and all statements and expressions of opinions are complete and accurate for the purposes of the Engagement and you acknowledge that we may rely upon it. You agree that we shall not be under any duty to verify the accuracy and completeness of any such information. You confirm, represent and warrant to us that either you or one or more of your Affiliates has the right to supply to us all necessary information for the purposes of fulfilling our responsibilities pursuant to the Engagement and that the supply of such information and its receipt and use by us for the purposes contemplated by the Engagement will not infringe any rights held by any third party, involve the unauthorised use or disclosure of confidential information belonging to a third party or result in a breach by you or any of your Affiliates of any law, regulatory obligation or fiduciary duty owed to any third party or any intellectual property rights.
- 3.3 For the purposes of carrying out our work, one Service Department or office shall not be treated as having notice of any information provided by another Service Department or office unless both departments or offices are advised by you.
- 3.4 You will keep us fully informed of any developments and information which may come to your attention and which may have a bearing on the provision of the Services.

4. Role and responsibilities

- 4.1 In performing our role and discharging our responsibilities, we would expect to advise you

on more general financial and strategic matters, co-ordinate the specialist advice from your other professional advisers, attend meetings and, where appropriate, prepare financial analyses.

- 4.2 We shall not be responsible for providing specialist or technical advice (for example, on legal, regulatory, actuarial, accounting, or taxation matters) which would usually be obtained from other professional advisers or for advising on the commercial aspects of the Transaction. You agree that it is your responsibility to ensure that such other professional advisers are properly instructed and that the advice received from your other professional advisers in relation to the Transaction is considered by you and is adequate for the purposes of the Transaction. You hereby acknowledge and agree that Forvis Mazars LLP will be entitled to rely on all such advice and on work performed by you and your other professional advisers without taking independent steps to verify its completeness or accuracy.

5. Authority and Compliance

- 5.1 Forvis Mazars LLP is hereby authorised by you to do anything which Forvis Mazars LLP in its absolute discretion considers is reasonable or necessary either to perform the Services pursuant to the Engagement (including to act as your agent) or to comply with any applicable laws, regulations, authorisations, consents or practices as may be reasonable or appropriate and to act through agents.
- 5.2 You undertake that you will, and that you will procure that your Affiliates and, where applicable, those acting “in concert” with you (as defined in the Code) other than any members of Forvis Mazars’ group will, comply with all relevant laws and regulations in all relevant jurisdictions including, without limitation, the Code, the SARs, the Listing Rules, the Companies Act 2006, the Financial Services and Markets Act 2000 and the Criminal Justice Act 1993 so far as the same relate to the Transaction and its implementation.

6. Intellectual Property Rights

- 6.1 The Intellectual Property Rights in the Deliverables and in all materials provided to you, or otherwise generated during the course of carrying out the Engagement, shall remain the property of Forvis Mazars LLP.
- 6.2 We grant to you an irrevocable, perpetual, royalty free, worldwide, non-transferable, licence to use the Deliverables for the purposes for which they have been prepared as set out in the Engagement Letter.

7. Confidentiality and publicity

- 7.1 We will keep confidential all information (whether provided orally, in writing or in any other form) which you provide to us for the purposes of the Engagement.

- 7.2 We will, however, be free to use any skill, know-how or methodologies employed, developed and/or created in performing the Services when performing services for other clients. Forvis Mazars LLP shall, subject to complying with its obligations under this section, be free to act for clients whose interests compete with or oppose yours without having to obtain your consent to it so doing.
- 7.3 You will keep confidential any know-how, methodologies or technology used by us to carry out the Services.
- 7.4 We will obtain your consent before publicising work undertaken on your behalf. However, you agree that we may share details of the work undertaken on your behalf with other Forvis Mazars entities worldwide, and we reserve the right to refer to you in proposals or other similar submissions made to clients and prospective clients without obtaining permission unless you write to us expressly prohibiting such disclosure.
- 7.5 All reports, advice and/or other services provided by us to you are provided solely for your use and for the specific purposes set out in the Engagement Letter. Save as expressly agreed to the contrary with us, they should not be disclosed or provided in whole or in part to any third party without our prior written consent. In the absence of such consent and an express assumption of responsibility, no responsibility whatsoever is accepted by us for any consequences arising from any reliance upon our work by any person other than to our Client.
- 7.6 You agree that we will have complied with our duty of confidentiality if we take such reasonable steps as we in good faith think fit (and no less than the protection we afford to our own confidential information) to preserve confidential information both during and after termination of the Engagement.
- 7.7 The provisions in this section 7 restricting disclosure of confidential information shall not apply to any information which:
- 7.7.1 is or becomes public knowledge other than as a consequence of a breach of the Engagement;
- 7.7.2 is disclosed to any sub-contractor or third party for the proper performance of the Services and/or Engagement on terms of confidentiality no less strict than as those contained here;
- 7.7.3 is disclosed to our auditors, insurers or in connection with potential litigation;
- 7.7.4 is already in the possession of the other party without restriction before the date of receipt from the disclosing party; or
- 7.7.5 is required to be disclosed by any applicable law, regulation, regulatory authority or order of a court of competent jurisdiction or enforceable request of any recognised stock exchange or other competent authority (including HM Revenue and Customs).

- 7.8 You agree to reimburse any reasonable costs we may incur in complying with any legal, professional or regulatory disclosure requirement relating to the Engagement or which relates in any way to you.
- 7.9 We may use a Site in connection with the Services.
- 7.91 Although a Site may provide a high level of protection, total security of a Site cannot be guaranteed.
- 7.92 We do not accept any liability or responsibility for your or a third party's use of a Site. You agree to indemnify us against any and all demands, costs, claims, damages, losses and expenses arising out of your misuse of a Site and/or any breach by you of confidentiality or Data Protection Legislation in relation to any permitted user of a Site.
- 7.93 We do not guarantee that any Site will be fault or error free or available for use or that access to any Site is uninterrupted.
- 7.94 We may reasonably suspend or terminate your or a third parties use of any Site at any time.

8. Data Protection

- 8.1 Unless the context otherwise requires, words and phrases in this section 8 shall have the meaning given to them by the Data Protection Legislation.
- 8.2 If, during the Engagement, we are a separate and independent controller when processing Personal Data each party shall:
 - 8.2.1 comply with our respective obligations under the Data Protection Legislation as they apply to the performance of each of our respective obligations under the Engagement.
 - 8.2.2 process the Personal Data only as is necessary to fulfil our respective obligations under the Engagement unless otherwise permitted by Data Protection Legislation.
 - 8.2.3 implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by its processing of Personal Data and the nature of the data to be protected.
 - 8.2.4 provide such support and assistance to the other as may be necessary in order to assist with compliance with Data Protection Legislation and agree to provide each other with all information necessary to ensure that we both meet the Data Protection Legislation requirements, including by cooperating with audits and inspections conducted by a regulatory authority, requests from any regulatory body, and data subject access requests.
 - 8.2.5 agree with the other the primary point of contact for any requests from a data subject to exercise rights granted to such data subject under applicable Data Protection Legislation. Each party shall reasonably assist the other in handling and coordinating the response as necessary; and
- 8.2.6 upon either of us becoming aware of an incident that breaches Data Protection Legislation, whoever has caused the breach shall be responsible for any notification to a regulatory and/or supervisory authority(ies) and/or affected data subjects within the timelines set out under the Data Protection Legislation. Whoever has caused the breach shall also provide relevant information regarding the breach to the other, including the nature of the breach, categories of Personal Data involved, the scope of the breach, and remediation plans. We shall each cooperate with each other and coordinate any steps to be taken in response to an incident that breaches Data Protection Legislation.
- 8.3 If, during the Engagement we process on your behalf as processor Personal Data you have provided to us for the provision of the Services then the type of Personal Data processed pursuant to the Engagement, including the subject matter, duration, nature and purpose of the processing, and the categories of data subjects, are as described in the Engagement Letter and as outlined in our [privacy statement](#) and:
 - 8.3.1 each party warrants to the other that it has complied with, and undertakes to continue to comply with the Data Protection Legislation at all times.
 - 8.3.2 you warrant that where necessary you will have obtained the appropriate consent from all data subjects whose Personal Data is shared with us, or otherwise be lawfully entitled to share it with us, pursuant to this Engagement.
 - 8.3.3 we shall only process the Personal Data in order to provide the Services and pursuant to the Engagement and shall act only in accordance with this Engagement and your written instructions issued from time to time;
 - 8.3.4 we shall implement any additional technical and organisational measures in addition to those measures set out in our [privacy statement](#), as agreed with you, to ensure a level of security appropriate to the risks that are presented by the processing carried out pursuant to the Engagement;
 - 8.3.5 we shall take reasonable steps to ensure the reliability of any of our staff who have access to the Personal Data and ensure that anyone who accesses it shall respect and maintain all due confidentiality;
 - 8.3.6 we shall as soon as reasonably practicable upon becoming aware, notify you of any incident of unauthorised disclosure of or access to any Personal Data caused by any of our staff or sub-processors;
 - 8.3.7 we shall provide all materials, documents and other information necessary to demonstrate compliance with our obligations set out in this section 8 and allow for and contribute to audits and inspections conducted by you or another auditor mandated

- by you, with reasonable notice and during normal business hours and to provide such assistance as you reasonably request (taking into account the nature of processing and the information available to us) in relation to (a) your obligations under the Data Protection Legislation to respond to requests from any data subject seeking to exercise its rights where you are unable to respond to a request yourself and (b) your obligations under Articles 32 – 36 of the GDPR; and
- 8.3.8 we shall as soon as reasonably practicable following termination or expiry of the Engagement, delete or return to you (at your direction) all Personal Data processed pursuant to this Engagement, other than to the extent that we retain Personal Data to comply with our legal and professional obligations or we are otherwise permitted to do so under the Data Protection Legislation.
- 8.4 Where there is an Outside-EEA Transfer or Outside-UK Transfer, then the following provisions apply (but only to the extent that the GDPR or UK GDPR (as applicable) applies to the processing of Personal Data when the Outside-EEA Transfer or Outside-UK Transfer is made):
- 8.4.1 where each party is a controller then in respect of an Outside-UK Transfer and/or Outside-EEA Transfer, [the Forvis Mazars C2C SCCs](#) shall apply to such Outside-UK Transfer and/or Outside-EEA Transfer; or
- 8.4.2 where you are a controller and we are a processor in respect of the Personal Data that you provide to us for the purposes of the Engagement, and you make an Outside-UK Transfer and/or an Outside-EEA Transfer, then [the Forvis Mazars C2P SCCs](#) shall apply to the Outside- UK Transfer and/or Outside-EEA Transfer;
- 8.4.3 where you are a processor on behalf of your controller, and we are a sub-processor in respect of the Personal Data that you provide to us for the purposes of the Engagement, and you make an Outside-UK Transfer and/or Outside-EEA Transfer, then [the Forvis Mazars P2P SCCs](#) shall apply to the Outside- UK Transfer and Outside-EEA Transfer;
- 8.4.4 where you are a controller and we are a processor in respect of the Personal Data that you provide to us for the purposes of the Engagement, and we make an Outside-UK Transfer and/or Outside-EEA Transfer, then [the Forvis Mazars P2C SCCs](#) shall apply to the Outside- UK Transfer and Outside-EEA Transfer;
- 8.4.5 where you are a processor on behalf of your controller, and we are a sub-processor in respect of the Personal Data that you provide to us for the purposes of the Engagement, and we make an Outside-UK Transfer and/or Outside-EEA Transfer, then [the Forvis Mazars P2C SCCs](#) shall apply to the Outside- UK Transfer and Outside-EEA Transfer except that the references to “controller” shall be deemed to be to “processor”, and the references to “processor” shall be deemed to be to “subprocessor”;
- 8.4.6 the terms of sections 8.4.1 to 8.4.5 (including any additional terms referenced in those sections) shall take precedence over the other terms of this section 8 in respect of any Outside-EEA Transfer and Outside- UK Transfer (as applicable);
- 8.4.7 if the Data Protection Legislation requires the Data Exporter to execute the SCCs applicable to a particular transfer of Personal Data as a separate agreement, the Data Importer shall, on request of the Data Exporter, promptly execute such SCCs incorporating such amendments as may reasonably be required by the Data Exporter to reflect the applicable terms of sections 8.4.1 to 8.4.5 (including any additional terms referenced in those sections), the details of the transfer and the requirements of the relevant Data Protection Legislation.
- 8.5 If any of the SCCs are replaced or superseded by new standard data protection clauses pursuant to Article 46 of UK GDPR or GDPR and related provisions of the DPA (“New SCCs”), then Forvis Mazars LLP may give notice to the Client and, with effect from the date set out in such notice, amend the application of sections 8.4.1 to 8.4.5 (including any additional terms referenced in those sections) to one or more Outside-UK Transfers and/or Outside-EEA Transfers so that:
- 8.5.1 the SCCs cease to apply to those Outside-EEA and/or Outside-UK Transfers as further specified in such notice;
- 8.5.2 those of the New SCCs as are specified in such notice shall apply in respect of such Outside-UK Transfers and/or Outside-EEA Transfers in substitution for the SCCs; and
- 8.5.3 such consequential amendments as Forvis Mazars reasonably considers necessary are made to the General Terms and Conditions of Business and each Engagement to ensure that it remains compliant with the provisions of the Data Protection Legislation.
- 8.6 If either (a) any of the means of legitimising transfers of Personal Data outside of the EEA or UK which are referred to in sections 8.4.1 to 8.4.5 (including any additional terms referenced in those sections) cease to be valid or (b) any supervisory authority requires transfers of Personal Data pursuant to those means to be suspended, then we may by notice to you, with effect from the date set out in such notice, amend or put in place alternative arrangements in respect of such transfers, as required by the relevant Data Protection Legislation.
- 8.7 You agree that we may appoint other subsidiary or affiliated companies or Forvis Mazars entities worldwide or third parties as sub-processors of the Personal Data on substantially the same terms as set out in this section.

- 8.8 It is also a term of the Engagement that any Personal Data supplied by us to you about our members, employees, agents, consultants, subcontractors and/ or any third parties may only be used for the express purposes for which that information is provided to you.
- 8.9 We may from time to time use the contact details you and your representatives have provided to us to send invitations, marketing materials, updates or other publications that we feel may be of interest and to organise associated events as well as business meetings. Should any individuals not wish to receive marketing communications, please notify your contact at Forvis Mazars LLP.
- 8.10 You agree that we are required to undertake various checks for the purposes of verifying your identity. We may check your details against any database (public or otherwise) to which we may have access. You agree that a record of any check undertaken will be retained.
- 8.11 Should you have a complaint in connection with how we manage your Personal Data or how we handle a data subject access request, you should in the first instance invoke our complaints procedure as set out in section 12.2 or contact our data protection officer at privacy@mazars.co.uk. If this does not resolve your query, then you may raise your complaint at any time with the Information Commissioners Office at Customer Contact, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF or via their website at www.ico.org.uk/.

9. Non-solicitation

- 9.1 Neither Forvis Mazars LLP nor the Client shall offer employment to any member, officer or employee working on the Engagement or induce or solicit any such person to take up employment with the party; nor shall either party use the services of any member of the other party's staff as a consultant, either independently or via a third party, during the Engagement or for a period of 6 months following the end of the involvement by the individual concerned with any work pursuant to the Engagement without the prior written consent of the other.
- 9.2 Where employment is offered in breach of this term within 6 months following the end of the involvement by the individual, the party in breach will be liable to pay the other party damages equal to four months base compensation of the person concerned in his/ her new position. This provision shall not restrict the right of either Forvis Mazars LLP or the Client to solicit or recruit generally in the media.

10. Force Majeure

- 10.1 Neither Forvis Mazars LLP nor the Client shall be liable for any delays or non-performance (including but not limited to the failure to provide, in a timely manner, the information referred to in section

3 above) directly or indirectly resulting from or caused by circumstances or causes beyond its reasonable control.

11. Governing law and jurisdiction

- 11.1 The Engagement and any dispute or claim arising out of or in connection with the Engagement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and Forvis Mazars LLP and the Client irrevocably submit to the exclusive jurisdiction of the Courts of England.

12. Complaints procedure

- 12.1 We want to ensure that your affairs are handled in the most efficient way by the team responsible. If you are dissatisfied with any part of our service please tell us.
- 12.2 If you have a complaint about any aspect of our service which cannot be resolved to your satisfaction through the person responsible for your affairs, the circumstances of your complaint should be brought to the attention of the senior staff member of the office with whom you normally deal. Where this person is the same person responsible for your affairs, then the complaint should be brought to the attention of the Head of Quality. The contact details for these people can be found in the Engagement Letter or obtained directly from your local office.
- 12.3 We undertake to look into any complaint you have carefully and promptly and do all we can to explain the position to you. If we do not answer your complaint to your satisfaction, you may of course take the matter up with the Institute of Chartered Accountants in England and Wales which can be contacted at: Professional Conduct Department, ICAEW, Metropolitan House, 321 Avebury Boulevard, Milton Keynes, MK9 2FZ.
- 12.4 You agree that you will not take action or commence any proceedings against Forvis Mazars LLP without first addressing your complaint to us in accordance with our complaints procedure, details of which are given in section 12.2.

13. Termination

- 13.1 Unless otherwise required by law, regulation or professional rules and standards, the Engagement may be ended by either party as specified in this section.
- 13.2 In the event that either party is in material or persistent breach of any of the terms of the Engagement the other party may terminate the agreement if, upon the expiry of 14 days after serving a written notice on the party in default specifying any such breach, steps have not been taken to remedy the breach to the reasonable satisfaction of the party not in default.

- 13.3 In the event that the one party compounds with or negotiates for any composition with its creditors or allows any judgement against it to remain unsatisfied for seven days or calls any meeting of its creditors or has a receiver of all or any of its assets appointed or enters into any liquidation, the other party may terminate the agreement immediately by written notice.
- 13.4 Subject to section 13.6 below, either party may give 21 days' notice of termination to the other party in writing.
- 13.5 We reserve the right to terminate our Engagement immediately and cease to act if the payment of our account is unduly delayed.
- 13.6 We shall be entitled to charge, and be paid, for Services rendered pursuant to the Engagement up to the date of termination, including expenses and disbursements reasonably incurred up to that time and the termination of the Engagement shall not operate to affect any provisions which either expressly (or by implication) survive such termination.

14. Limitations of liability and exclusions

- 14.1 Nothing in this Engagement shall exclude, restrict or prevent a claim being brought in respect of Losses finally judicially determined to arise primarily from wilful default fraud or bad faith or any other liability which cannot be lawfully limited or excluded.
- 14.2 To the fullest extent permitted by law, Forvis Mazars LLP will not be liable if Losses are due to the provision by you or any third party of false, inaccurate, misleading or incomplete information or documentation.
- 14.3 Where there is more than one Client the limit of liability specified in the Engagement Letter will have to be allocated between them. It is agreed that such allocation will be entirely a matter for them and that they are under no obligation to inform us of the allocation provided always that if (for whatever reason) no such allocation is agreed, no Client shall dispute the validity, enforceability or operation of the limit of liability on the grounds that no such allocation was agreed.
- 14.4 Subject to the limit of liability specified in the Engagement Letter and section 14.7 Forvis Mazars LLP shall only be liable for Losses as are proportionate to Forvis Mazars LLP's contribution to the overall fault for such Losses after taking into account any contributory negligence of any other adviser and/or the Client and/or any other third party responsible and/or liable to you as agreed or in the absence of agreement, as finally determined by the English Courts. In determining our contribution to the overall fault as opposed to that of any other adviser or third party no account will be taken of (i) any limit or exclusion placed on the amount that the other adviser or third party will pay or (ii) any shortfall in recovery from the other adviser or third party (for whatever reason).
- 14.4 Unless and to the extent that they have been finally and judicially determined (including by the conclusion of any appeal) to have been caused by the wilful default fraud or bad faith of Forvis Mazars LLP, you will indemnify on demand and hold harmless Forvis Mazars LLP against all actions, claims or proceedings brought by third parties for any losses, damages, monies, costs, and expenses arising from or in any way connected with a breach by you of any of the terms of this Engagement.
- 14.5 You agree not to bring any claim of any kind against any of our members, employees or agents personally in relation to the performance of the Services or the Engagement unless the claim arises from the wilful default, fraud, dishonesty or illegal acts of that member, employee or agent (but this will not exclude or limit the liability of Forvis Mazars LLP for the acts or omissions of its members, employees or agents performed within the scope of their authority or contract of employment as the case may be).
- 14.7 Other than set out in section 14.1 Forvis Mazars LLP or any sub-contractor shall not be liable for any loss of use, contracts, data, goodwill, revenues or profits (whether or not deemed to constitute direct Losses) or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense under or in connection with the Engagement.

15. Retention of records

- 15.1 Whilst certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store which are more than seven years old, other than documents which we consider to be of continuing significance. You must tell us if you require retention of a particular document.

16. Notices

- 16.1 Any notice to be given by any party in relation to the Engagement shall be in writing and sent by post (not by phone or text) or by email and shall be deemed duly served when a valid 'read receipt' notification is received by the sender (in the case of email) or 48 hours after posting (in the case of a letter).

17. Assignment and sub-contracting

- 17.1 You shall not assign the whole or any part of the benefit or in any way transfer the obligations contained in the Engagement, without obtaining our prior written consent.
- 17.2 We shall be entitled to sub-contract any of the Services to our subsidiaries or to a Forvis Mazars entity firm worldwide and to member firms of PRAXITY being a global alliance of independent firms, including their successors and assigns without your prior consent.

18. Whole agreement

18.1 The Engagement, together with any agreed written variations thereto, set out the entire agreement between the Client and Forvis Mazars LLP and supersede all prior representations, agreements, negotiations or understandings, whether oral or in writing, other than any misrepresentation which is made fraudulently. The Client acknowledges that it has not been influenced to enter into the Engagement by anything we have said or done or committed to do except as expressly recorded in the Engagement.

19. Third parties

19.1 No person other than the parties to the Engagement, their respective successors and assignees, shall have the right to enforce any of the terms of the Engagement pursuant to the Contracts (Rights of Third Parties) Act 1999 (or otherwise), save that our subsidiaries and affiliates, our members, employees, sub-contractors and agents may enforce any term which is expressly for their benefit.

20. Conflicts of interest

20.1 We reserve the right to act during this Engagement for other clients whose interests are or may be adverse to yours, subject to section 7.1 and 7.6 above and subject to any rules, regulations or laws relating to conflicts of interest which apply in relation to the Services.

20.2 We will only consider you a current client for conflict purposes where we are retained on at least one current matter for you. For these purposes, a matter in respect of which a final bill has been submitted, or a matter which has been inactive for more than six months is not a current matter even if it is possible or even likely that at some date further work may arise which is related to the original work undertaken for you.

21. Severability

21.1 Should any provision or part of the Engagement be declared void, illegal or otherwise unenforceable by a court of competent jurisdiction, the provision shall be modified to the extent necessary to render it enforceable and the remainder shall survive unaffected.

22. Survival

22.1 The provisions of this Engagement which either expressly or by their nature extend beyond the expiration or termination of this Engagement shall survive such expiration or termination, including, without limitation, sections 1 (General), 2 (Fees), 6 (Intellectual Property Rights), 7 (Confidentiality and publicity), 8 (Data Protection), 9 (Non-solicitation), 11 (Governing law), 14 (Limitations of liability and exclusions), 18 (Whole agreement) and 19 (Third parties).

23. Money Laundering Regulations

23.1 In order to comply with the Money Laundering Regulations, as part of our client acceptance and ongoing monitoring procedures we will conduct electronic verification checks on the Client, including key individuals as appropriate, on a risk-sensitive basis. These checks will leave a digital footprint and will be managed in accordance with our data protection obligations.

24. Regulation

24.1 Forvis Mazars LLP is licensed by the Institute of Chartered Accountants in England and Wales to provide certain limited investment services where these are complementary to or arise out of the professional services being provided to the client. Forvis Mazars LLP is not authorised by the Financial Conduct Authority ("FCA"), but if during the provision of professional services to you, you need additional corporate finance advice, the provision of which requires authorisation by the FCA, we will refer you to Forvis Mazars Corporate Finance Limited, which is authorised by the FCA.

24.2 You acknowledge that all services provided by Forvis Mazars LLP are subject to the rules and customs of the exchange or market and/or any clearing house through which any transactions relevant to the Engagement are executed or settled.

24.3 Because we are not authorised under the Financial Services and Markets Act 2000 (the 'Act') the regulatory protections provided under the Act to clients of authorised persons may not be available to you.

25. Services Regulations

25.1 In accordance with the disclosure requirements of the Services Regulations 2009 our lead professional indemnity insurer is as stated on our website which can be accessed via this link <https://www.forvismazars.com/uk/en/contact-us/legal-and-privacy>.

26. Electronic communications

26.1 During the performance of the Engagement, we may (unless you expressly ask us not to do so) communicate with you (and with others for the purposes of the Engagement), electronically. You accept that the electronic transmission of information cannot be guaranteed to be secure or be free from error and it remains your responsibility to maintain the security of your devices and any such communications and to carry out virus checks of any attachments before launching any document (howsoever received).

27. Definitions

In the Engagement, the following terms shall have the following meanings.

27.1 "Addendum" means any agreed written variation to the Engagement Letter.

- 27.2 “**Affiliate**” means such subsidiary, associate and holding company (if any) of the Client and each subsidiary and associate of any such holding company and their respective directors, officers, employees and agents.
- 27.3 “**Associate**” shall have the meaning ascribed to such term in Financial Reporting Standard 9.
- 27.4 “**Business Support Charge**” means support and administrative costs incurred in the provision of the Services and set out in the Engagement Letter as a percentage of the overall fee payable.
- 27.5 “**Client**”, “**your**” or “**you**” means the person, firm or company to whom our Engagement Letter is addressed and to whom the Services are provided.
- 27.6 “**Code**” means The City Code on Takeovers and Mergers.
- 27.7 “**Communication**” means any announcement, report, statement, press release or other communication made or published by or on behalf of the Client or any of its Affiliates in relation to the transaction the subject of Forvis Mazars LLP’s Engagement referred to in these terms.
- 27.8 “**Data Exporter**” means the party identified as such in the SCCs entered into between the parties.
- 27.9 “**Data Importer**” means the party identified as such in the SCCs entered into between the parties.
- 27.10 “**Data Protection Legislation**” means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 (“**GDPR**”); (ii) GDPR 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 (the “**UK GDPR**”); (iii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR; (iv) in the UK, the Data Protection Act 2018 (“**DPA**”); (v) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC); and (vi) in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003; in each case, as updated, amended or replaced from time to time; and the terms “**Data Subject**”, “**Personal Data**”, “**processing**”, “**processor**”, “**controller**” and “**supervisory authority**” shall have the meanings set out in the GDPR or UK GDPR as applicable.
- 27.11 “**Deliverables**” means all advice, reports, documents, publications, or any other product of the Services in final form.
- 27.12 “**Disbursements**” mean all out-of-pocket expenses incurred during the provision of the Services including, but not limited to, travel, accommodation, subsistence, specific software and third party costs.
- 27.13 “**Engagement**” means the agreement between the Client and Forvis Mazars LLP comprising the Engagement Letter and these General Terms and Conditions of Business.
- 27.14 “**Engagement Letter**” means the letter, with any agreed and attached schedule, annex or appendix which covers the detail of the service to be provided together with any agreed Addendum.
- 27.15 “**SCCs**” means the standard contractual clauses approved by the European Commission in Commission Decision 2021/914 dated 4 June 2021, for transfers of personal data in countries not otherwise recognised as offering an adequate level of protection for personal data by the European Commission (as amended and updated from time to time) and/or the International Data Transfer Agreement as approved by the UK Information Commissioner’s Office as amended and updated from time to time and as implemented through the Addendum to the Standard Contractual Clauses version B1.0.
- 27.16 “**Exchange**” means The London Stock Exchange Limited.
- 27.17 “**FCA**” means The Financial Conduct Authority.
- 27.18 “**FCA’s Rules**” means all conduct of business rules and other rules and regulations issued by the FCA pursuant to the Financial Services and Markets Act 2000 or otherwise, from time to time in force.
- 27.19 “**ICAEW**” means the Institute of Chartered Accountants in England and Wales.
- 27.20 “**Intellectual Property Rights**” means patents, trade and service marks, design rights (whether registerable or otherwise), applications for any of these, data, software, designs, utilities, tools, models, systems, methodologies, know-how, copyrights, database rights, rights in or relating to confidential information, trade or business names and other similar rights or obligations whether registerable or not in any country.
- 27.21 “**Listing Rules**” means the Listing Rules of the Exchange.
- 27.22 “**Losses**” means losses, monies, damages, costs and/or expenses (including legal costs).
- 27.23 The expressions (as the context permits) “**our**”, “**we**” or “**us**” in the Engagement means Forvis Mazars LLP, its members, employees and agents, and in all cases any successor or assignee.
- 27.24 “**Outside-EEA Transfer**” means a processing activity whereby Personal Data which is processed in accordance with the GDPR is transferred from the Data Exporter to the Data Importer (or its premises) outside the EEA, and such transfer is not governed by an adequacy decision made by the European Commission in accordance with the relevant provisions of the GDPR.

- 27.25 “**Outside-UK Transfer**” means a processing activity whereby Personal Data which is processed in accordance with the UK GDPR and DPA is transferred from the Data Exporter to the Data Importer (or its premises) outside the UK, and such transfer is not governed by an adequacy decision made by the Secretary of State in the UK in accordance with the relevant provisions of the UK GDPR.
- 27.26 The expression “**party**” or “**parties**” shall mean the Client and Forvis Mazars LLP.
- 27.27 Whenever we use the title “**Partner**”, whether in the Engagement or otherwise during the course of our dealings with you, that title refers to a member of Forvis Mazars LLP (or someone holding a similar level of authority within our organisation). For the avoidance of doubt, by using the title “Partner”, the individual member (as opposed to Forvis Mazars LLP) shall not be taken to owe or to have assumed a duty of care or legal responsibility to you (or to any other person) in relation to the work carried out.
- 27.28 “**Panel**” means The Panel on Takeovers and Mergers.
- 27.29 “**SARs**” means The Rules Governing Substantial Acquisitions of Shares.
- 27.30 “**Services**” shall mean the reports, advice and/ or other services to be provided by Forvis Mazars LLP pursuant to the Engagement (or any part of them) as described or referred to in our Engagement Letter including the development of Deliverables.
- 27.31 “**Service Department**” refers to the various separate departments within Forvis Mazars LLP and its subsidiaries that offer different services. Examples of these include the personal or corporate taxation departments and the audit department.
- 27.32 “**Site**” any website or online location, such as a project room, data room or portal, which we establish, procure from a third party and/or maintain on your behalf, and to which information (including Personal Data) is transferred in connection with the Services, with the intention of sharing such information with you and/or third parties.
- 27.33 “**Transaction**” shall have the meaning specified in the Engagement Letter. Words and phrases defined or referred to in the Companies Act 2006 or in the Financial Services and Markets Act 2000 shall have the same meaning in the Engagement, unless the context requires otherwise.

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