

STANDARD TERMS OF BUSINESS – CORPORATE FINANCE CLIENT (Effective January 2018)

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

Watts Gregory LLP conducts its business with integrity, transparency and fairness. We are committed to the prevention of the facilitation of tax evasion as we recognise the importance of fostering a positive culture of tax compliance and maintaining the confidence of our clients, our business partners and the tax authorities. We do not and will not work with others who do not share our commitment to preventing the facilitation of tax evasion. By accepting an engagement with us you are confirming your commitment to the above standards, and that any company or partnership business with which you are involved in relation to the services that we are asked to provide, adopts a similar commitment to these standards and has implemented and maintains controls and procedures to prevent the facilitation of tax evasion.

1. Professional Obligations

1.1 We will observe the byelaws, regulations and code of ethics of The Institute of Chartered Accountants in England & Wales (ICAEW) and accept instructions to act for you on the basis that we will act in accordance therewith, copies of which can be found at www.icaew.com/membershandbook, in English.

1.2 Where you give us confidential information we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional pronouncements applicable to this engagement.

1.3 We reserve the right to act during this engagement for other clients whose interests may be adverse to yours. We will notify you immediately should we become aware of any conflict of interest to which we are subject in relation to you.

1.4 Any audit work undertaken will be subject to the Auditing Practices Board (APB) Ethical Standards which can be found at: www.frc.org.uk/apb/publications/ethical.cfm, in English.

2. Investment Services

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

2.2 In particular, we may:

- advise you on investments generally, but not recommend a particular investment or type of investment;
- refer you to a Permitted Third Party (PTP) (an independent firm authorised by the FCA), assist you and the PTP during the course of any advice given by that party and comment on, or explain, the advice received (but not make alternative recommendations). The PTP will issue you with his own terms and conditions letter, will be remunerated separately for his services and will take full responsibility for compliance with the requirements of the Financial Services and Markets Act 2000 and the advice they provide;
- advise you in connection with the disposal of an investment, other than your rights in a pension policy or scheme;
- advise and assist you in transactions concerning shares or other securities not quoted on a recognised exchange;
- assist you in making arrangements for transactions in investments in certain circumstances; and
- manage investments or act as trustee (or donee of a power of attorney) where

decisions to invest are taken on the advice of an authorised person.

2.3 We may also, on the understanding that the shares or other securities of the company are not publicly traded:

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

2.4 The firm may receive commission from any introduction to a PTP in connection with the above, in which case you will be fully informed of the size and nature of such commission. We may request that you allow us to retain such commissions to cover our costs in connection with the above services, but permission will be sought separately from you in these circumstances. It should however be stressed that the receipt of commission is not our preferred method and where possible will seek to invoice any time costs involved to the PTP for settlement by them.

2.5 If you are dissatisfied in any way about our services described in this section, you should follow the procedures set out in the 'Help us to give you the right service' section and, in the unlikely event that we cannot meet our liabilities to you, you may be able to claim compensation under the Chartered Accountants Compensation Scheme.

2.6 To enable us to provide you with a proper service, there may be occasions when we will need to contact you without your express permission concerning investment business matters. For example, it may be in your interests to see a particular investment and we would wish to inform you of this. We may therefore contact you in such circumstances, but would only do so during our normal office hours. We shall of course comply with any restrictions you may wish to impose which you notify to us in writing.

3. Commissions or other benefits (non investment business)

3.1 Commissions or other benefits may sometimes become payable to us in respect of introductions to other professionals or transactions we arrange for you, in which case you will be notified in writing of the amount, the terms of payment and receipt of any such commissions or other benefits being retained by us without our being liable to account to you for any such amounts.

3.2 It should be stressed that the receipt of commission is not our preferred method and where possible will seek to invoice any time costs involved to the third party for settlement by them.

4. Client monies

4.1 We may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of ICAEW.

4.2 In order to avoid an excessive amount of administration, interest will only be paid to you where the amount of interest that would be earned on the balances held on your behalf in any calendar year exceeds £25. Any such interest would be calculated using the prevailing rate applied by Barclays Bank Plc. for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross.

4.3 If the total sum of money held on your behalf exceeds £10,000 for a period of more than 30 days, or such sum is likely to be held for more than 30 days, then the money will be placed in a separate interest bearing client bank account designated to you. All interest earned on such money will be paid to you. Subject to any tax legislation, interest will be paid gross.

5. Fees

5.1 Our fees are computed on the basis of time spent on your affairs by the principals and our staff, and on the levels of skill and responsibility involved.

5.2 If it is necessary to carry out work outside the responsibilities outlined in the engagement letter it will involve additional fees. Accordingly, we would like to point out that it is in your interests to ensure that your records, etc. are completed to the agreed stage.

5.3 Invoices are payable in full on presentation and may be rendered at any time during the course of our work at our discretion. We may refuse to sign a report or make copies of documents available, should our fees remain unpaid.

5.4 Should our fees remain unpaid after 30 days, we have the right to charge interest on the outstanding amount at the rate for the time being applicable under the Late Payment of Commercial Debts (Interest) Act 1998.

5.5 VAT will be added where applicable to invoices issued by us. Our VAT registration number is 134 5542 80.

5.6 We may offer you the facility to pay our professional fees by instalments no greater than twelve such instalments in a twelve month

period. We do not charge interest or charges (except for default charges⁰ for such an arrangement. As these terms will be agreed after 18 May 2015, any instalment agreement is not a regulated credit agreement.

6. Retention of and access to records

6.1 During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you once we have concluded our work. You should retain these and any other related records for at least seven years from the end of the accounting or tax year to which they relate.

6.2 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. If you require retention of any document you must notify us of that fact in writing.

7. Quality Control

7.1 As part of our ongoing commitment to providing a quality service, our files are periodically subject to an independent quality review. Our reviewers are highly experienced and professionally qualified people and are, of course, bound by the same requirements of confidentiality as our principals and staff.

8. Help us to give you the right service

8.1 If at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving or have concerns regarding possible conflicts of interest, please let us know, by telephoning or writing to our Senior Partner, David Williams. Should he be the partner responsible for your affairs and you believe it would be inappropriate to discuss the matter with him, you may alternatively contact our Compliance Partner, Christopher Hatcher.

8.2 We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If you feel that we have given you a less than satisfactory service, we undertake to do everything reasonable to address your concerns. If you are still not satisfied, you may of course take up matters with our professional body. Their website address is www.icaew.com.

8.3 Should the services we provide to you include a legal service and you have a complaint in respect of that specific service, please let us know by contacting our Head of Legal Practice, Christopher Hatcher.

8.4 We undertake to look into any complaint in respect of a legal service carefully and promptly and we will do all we can to resolve it. We will acknowledge your letter within five business days of its receipt and endeavour to deal with it within eight weeks. If we do not deal with your complaint in this timescale or if you are unhappy with our response, you may of course take up the matter with The Legal Ombudsman.

9. Applicable Law

9.1 This engagement letter is governed by, and construed in accordance with English law. The Courts of England & Wales will have exclusive jurisdiction in relation to any claim, dispute or difference concerning our engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

9.2 Our official and postal address for the purpose of service of documents is :
Elfed House, Oak Tree Court, Cardiff Gate Business Park, Cardiff, CF23 8RS.

9.3 The ICAEW require member firms to carry professional indemnity insurance and specify a minimum level of such cover, although our cover is significantly greater. We have worldwide geographical cover and worldwide jurisdiction, excluding USA and Canada. Details of our insurer and policy number are set out within the legal notice page of our website. www.watts-gregory.co.uk

10. Internet communication

10.1 Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their despatch. It may therefore be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.

10.2 It is the responsibility of the recipient to carry out a virus check on any attachments received.

11. Data Protection Act 1998

11.1 We may obtain, use, process and disclose personal data about you in order that we may discharge the services agreed under the engagement letter, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance. You have a right of access, under data protection legislation, to the personal data that we hold about you. We confirm that when processing data on your behalf we will comply with the provision of the Data Protection Act 1998. For the purposes of the Data Protection Act 1998, the Data Controller in relation to personal data supplied about you is Jacqui Edwards.

12. Contracts (Rights of Third Parties) Act 1999

12.1 Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this engagement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

12.2 The advice that we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

13. Money laundering

13.1 As with other professional services firms, we are required to identify our clients for the purposes of UK anti-money laundering legislation. We may therefore request from you and return on file information and documentation for these purposes. If we are unable to obtain satisfactory evidence of your identity within a reasonable time, it may be necessary for us to withdraw from the appointment.

13.2 We have a duty under the Proceeds of Crime Act 2002 to report to the National Crime Agency (NCA) if we know, or have reasonable cause to suspect, that you, or anyone connected with your business, are or have been involved in money laundering. Failure on our part to make a report where we have knowledge or reasonable grounds for suspicion would constitute a criminal offence.

13.3 The offence of money laundering is defined by the Proceeds of Crime Act and includes the acquisition, possession or involvement in arrangements for concealing the benefits of any activity that constitutes a criminal offence in the UK. This definition is very wide and would include :

- tax evasion through, for instance, the deliberate understatement of income or overstatement of expenses; or
- deliberate failure to inform the tax authorities of known underpayments.

13.4 We are obliged by law to report to NCA without your knowledge and consent and in fact we would commit the criminal offence of tipping off under the Proceeds of Crime Act were we to inform you of any suspicions or that a report had been made.

13.5 We are not required to undertake work for the sole purpose of identifying suspicions of money laundering. We shall fulfil our obligations under the Proceeds of Crime Act 2002 in accordance with the guidance published by ICAEW.

14. Limitation of liability

14.1 We will provide our professional services with reasonable care and skill. However, we will not be held responsible for any losses arising from the supply by you or others of incorrect or incomplete information, or your or others' failure to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or other relevant authorities.

14.2 You agree to hold harmless and indemnify us against any misrepresentation, whether intentional or unintentional, supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services provided to you by the firm against any of our employees on a personal basis.

14.3 Our aggregate liability to you or any other party, of whatever nature, whether in contract, tort or otherwise for any losses whatsoever and howsoever caused arising from or in any way connected with the services described within these standard terms for corporate finance services, the engagement letter, or any separate assignment letter issued in accordance with the engagement letter, shall not, unless otherwise agreed with you in writing, exceed twenty times the relevant engagement or assignment fee exclusive of VAT.

14.4 Where we arrange an introduction to a PTP, other professional or any other third party. We do not accept liability for any advice they may provide, or any product, arrangement or scheme advanced by them.

15. Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

15.1 In certain circumstances, clients deemed for the purposes of these regulations to be a consumer, are entitled to cancel their instructions to us.

15.2 When we accept your request to advise you or act for you, as a Consumer, we effectively enter into a contract with you.

On-Premises Contract

15.3 Normally if you attend our offices in person (we meet you face to face) and we agree to accept your instructions, then the contract between us will be entered into "on our premises" (i.e. an "on premises contract"). Then provided we have given you sufficient information for you to make an informed decision e.g. an indication of the likely overall fees and disbursements then no right to cancellation normally arises and you will be liable for the fees and disbursements incurred in fulfilling your requests and instructions.

Off-Premises Contract

15.4 If however, we meet you in person but away from our offices e.g. at your home, then if we agree to accept your instructions, you will have the right to cancel the contract (i.e. an off-premises contract) as set out below.

Distance Contract

15.5 Also, if we have not met you in person and only communicated with you by phone, email, letter or fax to accept your instructions (i.e. a distance contract) then similar rights of cancellation arise.

Rights of Cancellation

15.6 Where a right of cancellation exists, you have the right to cancel this contract within **14 days** without giving any reason. This is sometimes called a "cooling off" period and gives you the opportunity to change your mind.

The cancellation period will expire after **14 days** from the date we accept your offer to act for you. This will be the date shown on our initial engagement letter which we will send to you. The engagement letter together with our Standard Terms of Business set out the main characteristics and scope of the services we are providing to you. They will tell you what we will and will not do and explain your responsibilities.

This information should enable you to make informed decisions about your matter. If you are unclear about any information we provide then please do not hesitate to contact us for further information.

To exercise the right to cancel, you must, within seven working days of receiving these terms, inform us by letter, fax or email sent to our offices at Elfed House, Oak Tree Court, Cardiff Gate Business Park, Cardiff CF23 8RS or email to the email address on our letter of engagement, a clear statement of your decision to cancel this contract.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

15.7 If you cancel this contract, we will reimburse to you all payments received from you.

We will make the reimbursement without undue delay, and not later than 14 days from the day on which we are informed about your decision to cancel this contract.

We will normally make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event you will not incur any fees as a result of the reimbursement.