STANDARD TERMS OF BUSINESS

The purpose of this schedule is to set out the standard terms of business that apply to all engagements accepted. All work carried out is subject to these terms except where changes are expressly agreed in writing.

These standard terms of business are applicable to all types of entities (e.g. companies, LLPs, charities, friendly societies, academies, pension schemes, etc.). Any reference therefore to 'director' or 'company' should be interpreted as appropriate for the entity type (e.g. partner, trustee, governor, charity, LLP, etc).

1. Professional obligations

1.1. As required by the Provision of Services Regulations 2009 (SI 2009/2999), details of the firm's professional registrations, including audit registration where applicable, can be found on www.auditregister.org.uk.

1.2. We will observe and act in accordance with the by-laws and regulations of the Institute of Chartered Accountants in England & Wales (ICAEW) together with their code of ethics. We accept instructions to act for you on this basis. In particular you give us authority to correct errors made by HM Revenue & Customs where we become aware of them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations.

1.3. The audit regulations can be accessed at www.icaew.com/regulations

1.4. The APB Ethical Standards can be accessed at www.frc.org.uk/apb

Professional indemnity insurance

1.5. In accordance with the disclosure requirements of the Provision of Services Regulations 2009, details our professional indemnity insurer is Royal & Sun Alliance Insurance. The territorial coverage is worldwide excluding professional business carried out from an office in the United States of America or Canada and excludes any action for a claim brought in any court in the United States of America or Canada.

2. Investment services

2.1. Since we are not authorised by the Financial Conduct Authority then we may have to refer you to someone who is authorised if you need advice on investments. However, as we are licensed by our professional body, we may be able to provide certain investment services that are complementary to, or arise out of, the professional services we are providing to you.

2.2. Should you require advice on investment business which is a regulated activity under the Financial Services and Markets Act 2000 we can introduce you to Evelyn Partners Group Limited (Evelyn), an appointed representative, which is authorised and regulated by the Financial Conduct Authority. Evelyn will issue you with its own terms and conditions letter, will be remunerated separately for its services and will take full responsibility for compliance with the requirements of the Financial Services and Markets Act 2000.

2.3. Such advice may include:

2.3.1. advise you on investments generally, but not recommend a particular investment or type of investment;

2.3.2. 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;

2.3.3. advise you in connection with the disposal of an investment, other than your rights in a pension policy or scheme;

2.3.4. advise and assist you in transactions concerning shares or other securities not quoted on a recognised exchange;

2.3.5. assist you in making arrangements for transactions in investments in certain circumstances; and

2.3.6. manage investments or act as trustee (or done of a power of attorney) where decisions to invest are taken on the advice of an authorised person.

2.4. For corporate clients we may also, on the understanding that the shares or other securities of the company are not publicly traded:

2.4.1. advise the company, existing or prospective shareholders in relation to exercising rights, taking benefits or share options, valuations and methods of such valuations;

2.4.2. arrange any agreements in connection with the issue, sale or transfer of the company's shares or other securities;

2.4.3. arrange for the issue of new shares; and

2.4.4. act as the addressee to receive confirmation of acceptance of offer documents etc.

2.5. 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 in respect of exempt regulated activities undertaken.

2.6. In relation to the conduct of insurance distribution activities, we are an ancillary insurance intermediary. Where the firm is providing insurance distribution services (including fee protection), we are not authorised by the Financial Conduct Authority. However, we are included on the Register maintained by the Financial Conduct Authority so that we can carry on insurance distribution activity, which is broadly the advising on, selling, and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by our professional body (ICAEW). The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register.

2.7. Clive Owen LLP may receive commissions or introducer payments from Evelyn or other 3rd party product providers in relation to transactions carried out.

Financial Promotions

2.8. To enable us to provide you with a proper service, there may be occasions when we will need to contact you without your express permission concerning investment business matters. For example, it may be in your interests to sell a particular investment and we would wish to inform you of this. We may therefore contact you in such circumstances, but would only do so in 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. Client monies

3.1. 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 our professional body (ICAEW).

3.2. 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 HSBC Bank PLC for small deposits subject to the minimum period of notice for withdrawals. Subject to any tax legislation, interest will be paid gross.

3.3. If the total sum of money held on your behalf exceeds £10,000 for a period of 30 days, or such sum is likely to be held for 30 days, then the money will be placed in an 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.

3.4. We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. In the unlikely event of us holding any unclaimed monies we reserve the right to pay such monies to a registered charity in line with the guidelines set out in the Clients' Money Regulations referred to above. We will not do this unless we have been unable to contact you for at least five years and we have taken reasonable steps to trace you and return the monies.

4. Fees

4.1. Our fees, unless otherwise agreed, are computed on the basis of the time spent on your affairs by the principals and our staff, including sub-contractors or consultants where necessary, and on the levels of skill and responsibility involved. Disbursements represent travel, accommodation and other expenses incurred in dealing with your affairs.

4.2. If it is necessary to carry out work outside the responsibilities agreed with you for each service, we will advise you in advance. Any additional work will involve additional fees. Accordingly, we would like to point out that it is in your interest to ensure that your records etc. are completed to the agreed stage.

4.3. Unless otherwise specified, our fees will be billed at monthly intervals as work is undertaken and will be due on presentation. Invoices are payable in full (including disbursements) in accordance with terms set out on the invoice. If you do not accept that an invoiced fee is fair and reasonable you must notify us within 21 days of receipt, failing which you will be deemed to have accepted the payment is due.

4.4. We reserve the right to charge interest on overdue accounts at the current rate under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to terminate our engagement and cease acting if payment of any fees billed is unduly delayed.

4.5. If a client company, trust or other entity is unable or unwilling to settle our fees, we reserve the right to seek payment from the individual (or parent company) giving us instructions on behalf of the client, and we shall be entitled to enforce any sums due against the group company or individual nominated to act for you.

4.6. We can end or suspend further services until we receive payment in full if an invoice is overdue. If we do this, we will let you know in writing. If we end or suspend services, our contractual duty of care to you under general law will end and we will not have to provide our services or release the product of any work we have already done (for example, accounts, returns, reports and so on), until you have paid our fees in full.

4.7. Insofar as we are permitted to so by law or by professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

4.8. In the event that we cease to act in relation to your company's/individual's affairs you agree to meet all reasonable costs of providing information to the company's/individual's new advisers. In particular you agree to meet these costs where we are required by law to provide information to a successor firm.

5. Retention of records

5.1. You have a legal responsibility to retain documents and records relevant to your financial affairs. During the course of our work we may collect information from you and others relevant to your tax and financial affairs. We will return any original documents to you if requested. Documents and records relevant to your tax affairs are required by law to be retained as follows:

Individuals, trustees and partnerships:

- with trading or rental income: five years and 10 months after the end of the tax year;
- otherwise: 22 months after the end of the tax year.

Companies, Limited Liability Partnerships, and other corporate entities:

- six years from the end of the accounting period.

5.2. Although certain documents may legally belong to you, we may destroy correspondence and other papers that we store electronically or otherwise that are more than seven years old, except documents we think may be of continuing significant. You must notify us in writing if you wish us to keep any document for a longer period.

6. Conflicts of interest and independence

6.1. We reserve the right during our engagement with you to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours, subject to clause 7 below. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you unless we are unable to do so because of our confidentiality obligations. We have safeguards that can be implemented to protect the interests of different clients if a conflict arises. Where conflicts are identified which cannot be managed in a way that protects your interests then we regret that we will be unable to provide further services.

6.2. During and after our engagement, you agree that we reserve the right to act for other clients whose interests are or may compete with or be adverse to yours, subject, of course, to our obligations of confidentiality and the safeguards set out in the paragraph on confidentiality below.

7. Confidentiality

7.1. We confirm that where you give us confidential information we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional statements relevant to our engagement.

7.2. You agree that, if we act for other clients who are or who become your competitors, to comply with our duty of confidentiality, it will be sufficient for us to take such steps as we think appropriate to preserve the confidentiality of information given to us by you, both during and after this engagement. These may include taking the same or similar steps as we take in respect of the confidentiality of our own information.

7.3. In addition, if we act for other clients whose interests are or may be adverse to yours, we will manage the conflict by implementing additional safeguards to preserve confidentiality. Safeguards may include measures such as separate teams, physical separation of teams, and separate arrangements for storage of, and access to, information.

7.4. You agree that the effective implementation of such steps or safeguards as described above will provide adequate measures to avoid any real risk of confidentiality being impaired.

7.5. We may, on occasions, subcontract work on your affairs to other tax, payroll or accounting professionals. The subcontractors will be bound by our client confidentiality terms. You may additionally need to consider your data protection responsibilities.

7.6. If we use external or cloud-based systems, we will ensure confidentiality of your information is maintained.

7.7. This clause applies in addition to our obligations as to data protection below.

8. Quality control

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

Dealing with HM Revenue & Customs

8.2. When dealing with HMRC on your behalf we are required to be honest and to take reasonable care to ensure that your returns are correct. To enable us to do this, you are required to be honest with us and to provide us with all necessary information in a timely manner. For more information about 'Your Charter' for your dealings with HMRC, see www.hmrc.gov.uk/charter/index.htm. To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.

8.3. We will take account of the steps and checks suggested by HMRC in their 'Agent Toolkits'. While use of the Toolkits is voluntary, we will ensure that our quality control procedures match or enhance the suggestions in the Toolkits so that, in the unlikely event that HMRC consider any of your tax returns with which we assist to be inaccurate, we will be able to help you demonstrate to HMRC that reasonable care has been taken in the preparation of the return, thereby significantly reducing the possibility of an inaccuracy penalty being imposed. To further reduce the possibility of an inaccuracy penalty, you will remain responsible for maintaining good quality supporting records for each return, for providing us with all relevant information and explanations and for acting on any advice that we give you.

9. Help us to give you the right service

9.1. We are committed to providing you with a high quality service that is both efficient and effective. If at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know, by contacting Simon Hook or Kevin Shotton.

9.2. We undertake to look into any complaint carefully and promptly and do all we can to explain the position to you.

9.3. In order for us to provide you with a high quality service on an ongoing basis it is essential that you provide us with relevant records and information when requested, reply to correspondence in a timely manner and otherwise follow the terms of the agreement between us set out in this Standard Terms of Business and associated Engagement schedules. We therefore reserve the right to cancel the engagement between us with immediate effect in the event of:

9.3.1. your insolvency, bankruptcy or other arrangement being reached with creditors;
9.3.2. failure to pay our fees by the due dates;
9.3.3. either party being in breach of their obligations where this is not corrected within 30 days of being asked to do so.

9.4 The Company is committed to a safe, respectful and legally compliant workplace. In accordance with the Employment Rights Act 2025 and Equality Act 2010, it has zero tolerance for harassment, discrimination or abuse to its employees or third parties, including clients, the client's employees, contractors and visitors.

The Client acknowledges the Company's duty to protect their employees from third party harassment and will take reasonable steps to ensure its employees, agents and representatives treat the Company's employees with courtesy and respect while the Services are provided.

9.4.1 If an employee reports harassment, inappropriate conduct or discrimination by the Client or an associated third party, the Company may:

- Suspend the Services or immediately substitute any employee to protect their safety;
- Require the Client to investigate and promptly take corrective action; and/ or
- Terminate this Agreement immediately, without liability or penalty, if the conduct persists or a single incident is considered so severe.

10. Applicable law

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

10.2. If any provision in this Standard Terms of Business or any associated engagement letter, or its application, are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

Changes in the law, in practice or in public policy

10.3. We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law, public policy or your circumstances.

10.4. We will accept no liability for losses arising from changes in the law or the interpretation thereof, practice, or public policy that are first published after the date on which the advice

is given to the fullest extent permitted by applicable law.

11. Limited Liability Partnership

11.1. Clive Owen LLP is a limited liability partnership (LLP) and is liable for the services and advice provided by members, Directors, consultants and employees of the LLP. Members, Directors, consultants and employees of Clive Owen LLP, are not personally liable for the services and advice they provide on behalf of the LLP. The members of the LLP may at times be referred to as Partners, but at all times and in all respects they act as members of the LLP.

12. Our membership of Kreston International

12.1. Kreston International ("Kreston") is a global network of independent accounting firms which provide professional services to clients. Each firm is a member of Kreston International ("Kreston International"), a UK company limited by guarantee, which provides no services to the clients of its members. Members of Kreston are separate legal entities and

are only associated with each other through the common membership of Kreston International. Some of the members of Kreston use Kreston as part of their business name.

12.2. Nothing in the arrangements or rules of Kreston constitutes or implies an agency relationship or a partnership between Kreston International and/or the member firms of Kreston.

12.3. We may, from time to time, introduce you to partners or staff from other members of Kreston to assist us in providing services to you. If you use the services of such partners or staff in connection with this Engagement you must make your own contractual arrangements directly with them and they are not deemed to be acting as our servants or agents. Accordingly, we are not liable for work which they carry out on your behalf. Neither Kreston International nor any other Member Firm of Kreston assumes any responsibility to you in connection with this Engagement unless you contract directly with them. The fact that you may have been introduced to us by an associated Kreston entity does not make that associated Kreston entity or any of its staff members responsible for any of our acts or omissions.

12.4. By engaging us you agree that any claim arising from this Engagement shall be brought only against this firm and that no claims in respect of this Engagement will be brought against any other Member Firm of Kreston or against Kreston International or personally against any other persons involved in the performance of this Engagement.

12.5. You agree that we may disclose your confidential information to other members of Kreston or to International where this relates to services we are providing or have provided, to you.

13. Internet communication

13.1. Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means. However, internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their despatch. It may therefore be inappropriate to rely on advice contained in an 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. We will never change our bank details without confirming this to you by posted letter. Any emailed or telephoned communications appearing to be from us which are not confirmed by post are fake and we accept no liability for any loss caused to you through accepting such communications as genuine. Similarly, always give us by hand or by post (as well as by email) details of your bank account.

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

14. Data Protection

14.1. To enable us to discharge the services agreed under our engagement, 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, we

may obtain, use, process and disclose personal data about you / your business / company/ partnerships / its officers and employees and shareholders ('personal data').

14.2. You are also an independent controller responsible for complying with data protection legislation and regulation in respect of the personal data you process and, accordingly where you disclose personal data to us you confirm that such disclosure is fair and lawful and otherwise does not contravene relevant requirements. Nothing within this engagement letter relieves you as a data controller of your own direct responsibilities and liabilities under data protection legislation and regulation.

14.3. Our privacy notice, which can be found on our website at https://www.cliveowen.com/privacy-policy/ explains how we process personal data in respect of the various services that we provide.

14.4. As part of our ongoing commitment to providing a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced and professional people and, of course, are bound by the same rules for confidentiality as us.

Data controller and data processor

14.5. In the course of providing services to you and processing personal data, we may disclose personal data to other firms in our network, a regulatory body or a third party. We may use a sub-processor and/or export personal data you supply to us outside the EU/EEA/UK if necessary (subject to your prior written consent, which will not be unreasonably withheld where we are a processor). We will ensure all such data disclosure/export is compliant with relevant data protection legislation in the EU/EEA/UK and will use our reasonable endeavours to ensure that any agreement entered into with sub-processors include similar terms to those set out in this clause 14. Where cloud-based services are to be used you may be subject to our cloud service providers terms and conditions, and cloud storage may be outside the EU/EEA/UK.

14.6. We confirm we have adequate security measures in place to protect personal data provided to us, including administrative, physical and technical safeguards.

14.7. We will notify you within 10 working days if an individual asks for copies of their personal data, makes a complaint about the processing of personal data or serves a notice from a relevant data protection authority where this relates to you. You and we will consult and cooperate with each other when responding to any such request, complaint or notice. If an individual whose data you have supplied to us or which we are processing on your behalf asks us to remove or cease processing that data, we shall be entitled to do so where required by law.

14.8. We will answer your reasonable enquiries to enable you to monitor compliance with this clause. We will also allow for, and contribute to, audits or inspections conducted by the ICO or their auditor to demonstrate compliance with this clause.

Data controller

14.9. We confirm that we are each considered an independent data controller in relation to personal data and that we will each comply with the relevant provisions of applicable data protection legislation.

14.10. You will also ensure that any disclosure of personal data to us complies with such legislation. If you supply us with any personal data or confidential information you shall ensure you have a lawful basis to pass it to us and will fully indemnify and hold us harmless if you do not have such a basis and that causes us loss. If you are supplying us with personal data on the basis of a power of attorney for anyone, you must produce to us an original or certified power of attorney on demand. You must ensure you have provided the necessary information to the relevant data subjects regarding its use. You may refer to our privacy notice at the web address: https://www.cliveowen.com/privacy-policy/.

Data processor

14.11. Applicable data protection legislation places express obligations on you as a data controller where we as a data processor undertake the processing of personal data on your behalf. An example would be where we operate a payroll service for you. We therefore confirm that we will at all times use our reasonable endeavours to comply with the requirements of applicable EU/EEA/UK data protection legislation when processing data on your behalf. In particular we confirm that we will aim to comply with any obligations equivalent to those placed on you as a data controller. You will also comply with applicable data protection legislation, including but not restricted to, ensuring that you have all appropriate consents and notices or another lawful basis in place to enable the lawful transfer of personal data to us. You will fully indemnify and hold us harmless if you do not have a lawful basis and that causes us loss.

14.12. Where applicable, your engagement letter sets out the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and the categories of data subjects.

14.13. As the data processor we shall;

14.13.1. process personal data only on written instruction from you;

14.13.2. Restrict data access to authorised personnel only, and who are bound by confidentiality;

14.13.3. Disclose the personal data to courts, government agencies and other third parties as and to the extent required by law;

14.13.4. Maintain a written record of all categories of personal data processing carried out on your behalf, including details of transfers of personal data outside of the EU/EEA/UK and a general description of the technical and organisational security measures in place in relation to personal data; and

14.13.5. Delete or return all personal data to you at the completion of our engagement requiring personal data processing, subject to legal requirements to retain data.

15. Limitation of third-party rights

15.1. 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 agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15.2. The advice we give you is for your sole use and is confidential to you and will not constitute advice for any third party to whom you may communicate it, unless we have expressly agreed in writing that a specified third party may rely on our work. We will accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, your spouse nor any family member of yours or your employer, for any aspect of our professional services or work that is made available to them.

16. Client identification

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

16.2. maintain identification procedures for clients, beneficial owners of clients, and persons purporting to act on behalf of clients;

16.3. maintain records of identification evidence and the work undertaken for the client; and

16.4. report, in accordance with the relevant legislation and regulations.

We have a statutory obligation under the above legislation to report to the National Crime Agency (NCA) any reasonable knowledge or suspicion of money laundering. Any such report must be made in the strictest confidence. In fulfilment of our legal obligations, neither the firm's principals nor may staff enter into any correspondence or discussions with you regarding such matters.

16.5. If we cannot obtain satisfactory evidence of your identity and where applicable that of the beneficial owners, we will not be able to proceed with the engagement.

16.6. We may use electronic checks as part of our identification procedures. We confirm that these electronic checks are not credit checks.

16.7. If you undertake business that requires you to be supervised by an appropriate supervisory authority to follow anti-money laundering regulations, including if you accept or make high value cash payments of €10,000 or more (or equivalent in any currency) in exchange for goods, you should inform us.

16.8. Any personal data received from you to comply with our obligations under the MLR 2017 will be processed only for the purposes of preventing money laundering or terrorist financing. No other use will be made of this personal data unless use of the data is permitted by or under enactment other than the MLR 2017, or we have obtained the consent of the data subject to the proposed use of the data.

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

17.1. Unless agreed specifically in a separate engagement letter, we are not responsible for your compliance with the International Tax Compliance (United States of America) Regulations 2013, produced as a result of FATCA. In particular, we are not responsible for the categorisation of any UK entity into either a Financial Institution (FI) or an active or passive Non-Financial Foreign Entity (NFFE) nor, if a Financial Institution, for its registration with the US Internal Revenue Service (IRS) and subsequent submission of the required annual returns to HM Revenue & Customs.

17.2. However, if requested to do so we can provide advice on the completion of the forms supplied by Financial Institutions under these Regulations, or under Common Reporting Standards, and used by them to determine the status of an entity. We can also provide

advice on setting up the appropriate systems to identify and report on your clients or beneficiaries who are foreign citizens affected by FATCA or Common Reporting Standards.

18. General Limitation of liability

18.1. We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities where you or others supply incorrect or incomplete information, or fail to supply any appropriate information or where you fail to act on our advice or respond promptly to communications from us or the tax authorities. Further, we will not be liable to you for any delay or failure to perform our obligations if the delay or failure is caused by circumstances outside our reasonable control. Subject to clause 18.5 below, our liability to you shall be limited to £250,000 (including interest) or ten times the fee, whichever is greater.

18.2. You will not hold us, our partners/members and staff, responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation (intentional or unintentional) supplied to us orally or in writing. This applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers. However, this exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry.

18.3. You agree that you will not bring any claim in connection with services we provide to you against any of our partners, shareholders, directors or employees personally.

18.4. Our work is not, unless there is a legal or regulatory requirement, to be made available to third parties without our written permission and we will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them. You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by you or by any person for whom you are responsible of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it and our legal fees on an indemnity basis.

18.5. Nothing in this agreement shall exclude or limit our liability for death or personal injury caused by negligence nor for fraudulent misrepresentation or other fraud which may not as a matter of applicable law be excluded or limited.

19. Intellectual property rights and use of our name

19.1. We will retain all intellectual property rights in any document prepared by us during the course of carrying out the engagement except where the law specifically states otherwise. You may only use such rights to the extent we agreed when engaged to provide services to you and may not resell or sublicence such rights without our further prior consent.

19.2. You are not permitted to use our name in any statement or document that you may issue unless our prior written consent has been obtained. The only exception to this restriction would be statements or documents that in accordance with applicable law are to be made public.

20. Draft/interim work or oral advice

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

21. Interpretation

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

22. Internal disputes within a client (Not applicable to sole traders)

22.1. If we become aware of a dispute between the parties who own the business, or who are in some way involved in its ownership and management, it should be noted that our client is the business (unless we have agreed otherwise) and we would not provide information or services to one party without the express knowledge and permission of all parties.

22.2. Unless otherwise agreed by all parties, we will continue to supply information to the registered office/normal place of business for the attention of the directors, proprietors, partners or trustees. If conflicting advice, information or instructions are received from different directors or principals in the business, we will refer the matter back to the board of directors/the partnership and take no further action until the board/ partnership has agreed the action to be taken. In certain cases we reserve the right to cease acting for the business entirely.

23. Disengagement

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

23.2. Either party to these terms of engagement may terminate the agreement by giving not less than 21 days notice in writing to the other party. We may, however, terminate our agreement immediately where you fail to cooperate with us, or we have reason to believe that you have provided us with misleading information. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.

23.3. Should our contract be terminated; we will endeavour to agree with you the arrangements for the completion of work in progress at that time. We may, however, be required for legal or regulatory reasons to cease work immediately. In that event, we shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

24. Probate-type services

24.1. As we are not licensed or authorised for the reserved legal activity of non-contentious probate, any work we do for you on closely aligned activities, such as estate administration or inheritance tax advice, will not be covered by the ICAEW Probate Compensation Scheme and you will not have access to the Legal Ombudsman, nor is our advice covered by legal professional privilege.

25. Non-Solicitation of personnel

25.1. You agree not to directly or indirectly solicit, entice, or engage any employee of Clive Owen LLP, who has been involved in providing services to you, for employment or engagement in any capacity, during the term of our engagement and for a period of 12 months thereafter.

25.2. If you breach clause 25.1 and employ or engage such an employee within the specified period, you shall pay to Clive Owen LLP a fee equivalent to 25% of the employee's annual gross salary as at the date of termination of their employment with us, or as at the date of their commencement with you, whichever is higher. This fee is intended to compensate us for the loss and disruption caused.

26. Use of Artificial Intelligence

26.1. To assist us in providing an efficient and valuable service, the firm may make use of artificial intelligence (AI). This will only be for purposes that align with our organisational values and ethical principles.

26.2. The AI tools available to the firm have been carefully selected to ensure they are both capable of providing efficiencies and that any information is securely stored in line with data protection laws, such as the Data Protection Act 2018 and the GDPR. Where necessary, data

will be anonymised or pseudonymised before being input into any AI tool and no confidential information will be put into the public domain.

26.3. No decisions will be made solely by AI, with individuals within the firm always maintaining oversight and responsibility.

26.4. Any notes, summaries, transcripts or other content that are generated by an artificial intelligence gathering system during or after any meetings do not constitute advice and must not be relied upon as such.

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