

Terms of engagement

The terms below and those set out in the letter of engagement ("this Agreement") may not be altered except by agreement between us in writing. If there is any conflict between these terms and the letter of engagement, the letter of engagement will prevail.

1. Ethics

- 1.1. We are bound by the ethical guidelines of our professional body, the Institute of Chartered Accountants in England and Wales, and accept instructions to act for you on the basis that we will act in accordance therewith. In accordance with their rules we are required to hold appropriate professional indemnity insurance. Details of our insurer and coverage can be found at our offices.

2. Conflicts

- 2.1. You agree that we reserve the right to act during this engagement for other clients whose interests are or may be adverse to yours, subject to the following two paragraphs.

3. Confidentiality

- 3.1. 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 pronouncements applicable to our engagement.
- 3.2. You agree that it will be sufficient compliance with our duty of confidence for us to take such steps as we in good faith think fit to preserve confidential information both during and after termination of this engagement.
- 3.3. We may communicate with you via email. You should be aware that the internet is not a secure medium and we cannot guarantee the security or integrity of such communications. If you require a greater level of security, you should raise this with us at the outset of our engagement.
- 3.4. We may, at our discretion, use subcontractors to provide services to you. You agree that we may provide those subcontractors, on a confidential basis, with such information as may be necessary for them to undertake their work.

4. Data protection

- 4.1. Unless otherwise specified in the letter of engagement, we shall each be considered an independent data controller and each of us will comply with the obligations applicable to us under the General Data Protection Regulation ("GDPR") and/or the prevailing data protection legislation in Guernsey at all times.
- 4.2. If you require further information about our approach to compliance with the GDPR and data protection law please contact the director named in the attached letter of engagement, or please see our detailed privacy notice on our website which can be found here: www.mooreci.com

5. Your money

- 5.1. If we ever hold money on your behalf, we are required to keep it in a client bank account which is separate from that of the Moore Stephens. In the case of larger sums held for 30 days or more, we will open a specific designated sub-account for this purpose. In view of the short time which we usually hold such money and the administrative costs involved, we will not credit you with any interest arising on this money unless we have made a specific arrangement to do so.

6. Fees

- 6.1. Fees will be due for payment on receipt of the invoice.

Unless otherwise agreed our fees:

- Will be computed on the basis of the time spent on your affairs by the directors and our staff and on the levels of skill and responsibility involved by reference to our charging rates in force from time to time; and
- Will be charged separately for each of the main classes of work described in the attached letter of engagement and, together with disbursements, will be billed at appropriate intervals during the year.

- 6.2. In the event that as a result of this engagement we are requested or authorised by you, or are required by government regulation or other legal process to produce our documents or our personnel as witnesses in a proceeding to which we are not a party, or where (without any negligence, or wrongful act, or omission or default on our part) we find ourselves subject to a claim from another party, you will reimburse us for our professional time and expenses, and the fees and expenses of our legal advisers incurred in responding to such requests, and will indemnify and hold us harmless against all losses, damages and costs arising from any such claim.

7. Working papers, correspondence and other documents

- 7.1. All intellectual property rights (including copyright) which attach to written materials we create belong to us unless we agree otherwise in writing. We grant you a non-exclusive, non-transferable licence to use such written materials which we create for you for the sole purpose of the engagement to which they relate and for no other purpose. This licence may be revoked upon non-payment of our fees.
- 7.2. In the course of providing our services to you we acquire and originate a range of documentation. According to its nature, this documentation is either your property (for instance where we act as your agent in taxation matters, or where we undertake accountancy procedures on your behalf) or is our property. We do not segregate such documentation according to legal ownership.
- 7.3. Unless otherwise agreed in writing we shall retain documentation for a period that accords with our document retention policy from time to time. Our present policy is to retain documents for 7 years. We reserve the right to destroy documents after a shorter period if our policy changes.
- 7.4. Documentation that is your property will be returned to you on request within these time periods at your expense.
- 7.5. Where we are to hold material on your behalf for safe storage purposes the arrangements shall be agreed in writing in advance of our taking physical possession of the material. We reserve the right to charge for such storage according to volume of material and period of storage and to require appropriate insurance arrangements to be entered into at your expense.

8. Legal

8.1. Construction and jurisdiction

8.1.1 This Agreement, and any non-contractual obligations arising out of or in connection with this Agreement, shall be governed by, and construed in accordance with, Guernsey law, and the Guernsey Courts shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the engagement and any matter arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

8.1.2 For the purposes of this Agreement:

“Addressee”

means any party whom Moore Stephens and you have agreed in writing may have the benefit of and rely upon our work under this engagement;

“Damage”

means all losses, damages and costs suffered or incurred, directly or indirectly, by you and any Addressees in respect of the subject matter of this engagement including as a result of breach of contract, breach of statutory duty, tort (including negligence), or other wrongful act or omission;

“Limit of Liability”

means the limit of liability (if any) specified in the letter of engagement.

8.2. Force majeure

8.2.1 Moore Stephens will not be liable to you or any Addressee for any economic loss or damage you or any Addressee may suffer if we are unable to provide services in connection with this engagement in a proper manner or at all due to forces and events beyond our control.

8.3. Other

8.3.1 Subject to paragraphs 8.3.2 and 8.3.3, it is not intended by the parties to this Agreement that any term which may be construed as conferring a benefit on any person who is not a party to this Agreement should be enforceable by such party.

8.3.2 An Addressee may have the benefit of and enforce this Agreement subject to the terms thereof (including in particular all burdens and limitations) and subject to any specific terms of the agreement in writing referred to in paragraph 8.1.2.

8.3.3 Any terms limiting or excluding the liability of any person who is not a party to this Agreement may be enforced by that person.

8.4. Limitation of Claims

8.4.1 Moore Stephens neither owes nor accepts any duty to any person under or in connection with this engagement other than yourself and any Addressees.

8.4.2 Except in the case of a claim alleging individual fraud or dishonesty, no claim shall be brought against any of our directors, employees or agents personally. This does not affect any right of action against Moore Stephens.

8.4.3 Any claim in respect of any Damage suffered or alleged to have been suffered must be made within the period permitted by law and in any event within three years of the date when the claimant became aware of the facts which give rise to the claim or potential claim.

8.5. Limitation of Liability

- 8.5.1 No limitation shall apply in respect of Damage arising from fraud or dishonesty attributable to Moore Stephens or in respect of liabilities which cannot lawfully be limited or excluded.
- 8.5.2 Subject to paragraph 8.5.1 the liability of Moore Stephens shall be limited as described in the following paragraphs.
- 8.5.3 The aggregate liability of Moore Stephens for Damage (including interest thereon if any) in respect of the engagement shall be limited to the Limit of Liability.
- 8.5.4 The Limit of Liability shall be allocated between you and any Addressees in such proportion as you shall agree. No party shall dispute the validity, enforceability or operation of the Limit of Liability on the ground that no such allocation was agreed.
- 8.5.5 Subject always to the Limit of Liability, the liability of Moore Stephens to any claimant ("the Claimant") under or in connection with this engagement shall be limited to that proportion of the Damage suffered by the Claimant as is just and equitable having regard to any contributory negligence on the part of the Claimant and any responsibility for the Damage in question of any other party to this Agreement or Addressee or of any other person who owes or has at any time owed a duty to the Claimant in relation to the subject matter of this engagement.

8.6. Limitation of Engagement

- 8.6.1 You may only rely on our advice for the purposes for which, and at the time at which, it was given and only if you have clearly and fully made known those purposes to us.
- 8.6.2 Where we are asked to prepare a report or otherwise give detailed advice you should not rely on oral, draft or interim reports or advice unless you have specifically asked us to confirm that oral, draft or interim advice in writing and we have done so.
- 8.6.3 We shall not be under any obligation to update any advice, report or product of our services to take account of events occurring after the advice, report or product has been issued in its final form. We shall not be under any obligation to remind you of any time critical date or another matter or event occurring after the advice, report or product has been issued in its final form.
- 8.6.4 If you wish us to complete an engagement within a short timescale which is insufficient to enable us to consider fully the issues that may arise the standard of care which you are entitled from us shall be no more than that which may reasonably be expected in the circumstances.

8.7. Non-solicitation

- 8.7.1 You shall not offer employment to or otherwise solicit any of our directors or members of staff working on the engagement, nor use the services of any director or member of staff, either independently or via a third party following the conclusion of this engagement for a period of one year.
- 8.7.2 Should you breach the obligation in paragraph 8.6.3 and employ or engage a director or member of our staff during this period, we reserve the right to charge you a fee equal to 30% of the total annual profit share or remuneration package (including benefits) payable by us to the director or member of staff at the time that their employment with us ceases. You acknowledge that this is a fair and reasonable term representing a genuine pre-estimate of loss caused to us by your employing or engaging any of our directors or members of staff.

- 8.7.3 If this engagement is an audit engagement then you agree that you shall not seek to employ or engage the audit engagement director, or responsible employee, for a period of two years following the completion of the audit. Should you breach this condition then we reserve our right to charge a fee in accordance with paragraph 8.6.4 above.

8.8. Other professionals

- 8.8.1 If we work on a matter alongside another professional you will be responsible for ensuring we have the information held by the other professionals which relates to our tasks. We shall be entitled to rely on such information unless you tell us otherwise.
- 8.8.2 The other professional's work will be governed by their own terms and conditions. We cannot be responsible for any acts, omissions, errors or deficiencies in their work.
- 8.8.3 Normally we will ask for you to contract with another professional directly. If, exceptionally, we agree to retain them on your behalf, we shall do so as your agent and you will be liable for their fees and expenses.