

Terms of engagement

Unless otherwise expressly agreed in writing by the Service Provider in relation to Services provided by it, these Terms and Conditions shall apply in their entirety, whether or not there shall be in existence any written or other express acceptance by the Client, to all Services provided by the Service Provider to the Client.

Each Client to which Services are being or have been provided shall be deemed to have accepted these Terms and Conditions in relation to all Services from and with effect from the earlier of the date upon which they are first brought to the attention of that Client or by the acceptance of any of the Services. Unless the context otherwise requires each provision of these Terms and Conditions shall remain in full force and effect notwithstanding the termination of the Services or any other provision of these Terms and Conditions ceasing to apply.

The Service Provider may amend, vary or re-issue these Terms and Conditions from time to time, including during the provision of Services, without the prior consent of the Client. Where these Terms and Conditions and any amendment, variation or re-issue thereof are published on the web-site at www.mooreci.com then such publication shall be deemed to have constituted sufficient notice to each Client of the amendment, variation or re-issue (as the case may be) of these Terms and Conditions and each Client shall be duly bound by the Terms and Conditions as from time to time published on such website.

The Terms and Conditions now in force supersede and replace all and any terms and conditions previously in force in relation to any of the Services.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Island of Jersey. The Client agrees to submit to the non-exclusive jurisdiction of the Jersey courts in connection with these Terms and Conditions.

1. Definitions and interpretation

- 1.1. In these Terms and Conditions, the following words and phrases shall, save where the context requires otherwise, have the following meanings:

“Client”

means any person or persons instructing the Service Provider or for whom Services are or are to be provided including the beneficial owners, officers and employees of any such person. In the case of more than one person “Client” shall mean such persons jointly and severally, including the survivor or survivors of them and, in the case of individuals, including the heirs, personal representatives, estates, and assigns of each of them and, in the case of a company or other body corporate, including its successors and assigns;

“Employees”

means the employees, directors, officers and consultants (as appropriate) of the Service Provider;

“Engagement Letter”

means any letter and attachments (including these Terms and Conditions) sent to the Client which sets out the terms of the contract between the Service Provider and the Client;

“Moore Stephens”

means Moore Stephens Audit and Assurance (Jersey) Limited, trading as Moore Stephen Accounting and Business Services (a company registered in Jersey with registered number 121338), its legally and beneficially owned subsidiaries, branches, associated and related entities and affiliates wherever situated (in each case including companies and partnerships) and their respective successors in title;

“Service Provider”

means the Moore Stephens entity which provides Services, or on behalf of whom Services are provided, to the Client;

“Services”

means the audit or other services to be provided by, or on behalf of, the Service Provider as may be specified in an Engagement Letter and any other services carried out or performed for or on behalf of the Client by the Service Provider or by any Employee; and

“Terms and Conditions”

means these terms and conditions as amended from time to time.

- 1.2. In these Terms and Conditions unless the context otherwise requires, the singular includes the plural, the masculine includes the feminine and the neuter and vice versa, and “including” means “including, without limitation”.
- 1.3. References to “Clauses” herein are to Clauses of these Terms and Conditions.
- 1.4. Clause headings are inserted for convenience only and shall not affect the construction of these Terms and Conditions.

2. Provision of services and general authority

- 2.1. The Service Provider will provide, or arrange to provide, the Client with such audit services and related services as may be indicated in any Engagement Letter or as otherwise agreed from time to time between the Client and the Service Provider.
- 2.2. The Service Provider is authorised by the Client to do anything which is reasonably necessary either to perform the Services or to comply with any applicable laws and/or regulations in any relevant jurisdiction. For the avoidance of doubt the Service Provider may seek advice or services from other advisers without the consent of the Client and charge the cost of obtaining such advice or services to the Client as a disbursement.
- 2.3. No Service Provider, other Moore Stephens entity, or Employee shall be deemed to have any information from the provision of any services other than the Services.

3. Tax and other professional advice

- 3.1. The Service Provider does not provide tax, legal, or financial advice as part of the Services or otherwise unless specifically agreed.
- 3.2. It remains the on-going responsibility of the Client to obtain any specialist advice and to supply copies of such advice to the Service Provider. This extends to the provision of all Services and any transactions undertaken by the Service Provider on behalf of the Client. None of the Service Provider, any other

Moore Stephens entity, or the Employees shall incur any liability in connection with any specialist advice supplied to the Service Provider.

- 3.3. The Service Provider shall not be under any obligation in any circumstances (unless otherwise agreed with the Client in writing) to:
 - 3.3.1 notify the Client of any change (whether a change in law, policy, facts or otherwise) which may affect any advice or opinion provided by or on behalf of the Client to the Service Provider; or
 - 3.3.2 advise the Client or undertake any investigation as to such changes which may affect the Client's affairs generally.

4. Remuneration and expenses

- 4.1. The Service Provider shall be entitled to remuneration (including any taxes chargeable in relation thereto) for the provision of the Services in accordance with any Engagement Letter for the time being in force and Clause 17, provided always that, should there be no such Engagement Letter, such remuneration shall be at the usual rates for work done by the Service Provider and the Employees.
- 4.2. Fees charged by the Service Provider may reflect not only time spent but also such factors as complexity, urgency, inherent risks, use of techniques, know-how and research together with the level of skills and expertise required of the personnel needed to perform and review the Services. Such fees may also include an amount in respect of time spent travelling for the purposes of or ancillary to the Services if such time cannot be used productively for other purposes.
- 4.3. The Service Provider shall be entitled to remuneration if such Service Provider, another Moore Stephens entity, an Appointee or an Employee is required or agrees to produce any working papers at, or stand as a witness in, any proceedings.
- 4.4. The Service Provider shall be entitled to be reimbursed for all disbursements and expenses reasonably incurred by it in providing the Services. Additionally, an office disbursement charge may be included in each invoice (at a rate of 4% of the value of the remuneration accounted for by the invoice) to cover such general disbursements which it is not practical to charge on a provision basis (including those relating to telephone calls, photocopying and printing).
- 4.5. The Service Provider may raise an invoice at any time.
- 4.6. The Service Provider offers a facility for payment by direct debit. Due to the reduction in the administrative burden, a discount on disbursements may be offered by prior agreement.
- 4.7. All monies payable to the Service Provider in connection with the Services shall be paid immediately on presentation of the relevant invoice and interest at the rate of 5% per month (accrued daily and compounded quarterly) may, at the discretion of the Service Provider, be charged on all fees, taxes and disbursements which remain outstanding for more than thirty days from the invoice date.
- 4.8. Where an invoice has remained unpaid for more than sixty days the Service Provider may engage the services of any third parties it deems appropriate to assist it in the recovery of such invoice;
- 4.9. For the avoidance of doubt, the provisions of this Clause shall remain in full force and effect notwithstanding the termination of the Services or any other provision of these Terms and Conditions ceasing to apply.

5. Client's obligations and undertakings

- 5.1. The Client hereby agrees to pay all sums due to the Service Provider whether under any Engagement Letter, these Terms and Conditions or otherwise.
- 5.2. No agreement by the Service Provider to invoice or send an invoice to a third party, acceptance by the Service Provider that a third party has agreed to pay an invoice, or acceptance by the Service Provider that the Client is insured shall be construed as a waiver of the Client's primary responsibility to meet in full all sums payable to the Service Provider.
- 5.3. Where the Client is more than one person:
 - 5.3.1 each such person hereby appoints the other such person(s) to act as his agent to exercise full power and authority in connection with the Services on his behalf; and
 - 5.3.2 all obligations of the Client in connection with the Services shall be joint and several.
- 5.4. The Client hereby undertakes that:
 - 5.4.1 the Client has disclosed all material details which are relevant to the provision of the Services (including full details of any persons with a legal or beneficial interest in or control over the Client and full details of the matters listed in Clause 5.4.3);
 - 5.4.2 the Client shall provide such information as the Service Provider may, in its discretion, require in order to comply with all applicable laws and regulations (including any tax or other reporting obligations and 'know your customer' or other anti-money laundering, regulatory or disclosure requirements) and to provide the Services;
 - 5.4.3 immediately upon becoming aware of the following matters, the Client shall notify the Service Provider of:
 - a. any change in the legal or beneficial ownership or control of the Client;
 - b. any material change in the activities of the Client;
 - c. any event which could be reasonably foreseen to have a material effect on the Client, its assets or activities (including any act evidencing the bankruptcy or insolvency of the Client or the commencing of its liquidation, winding up or dissolution) or upon the Service Provider's willingness to continue to provide the Services;
 - d. the Client ceasing to hold any regulatory approval, consent or licence, or becoming subject to regulatory sanction;
 - e. any actual or threatened proceedings or investigation of any kind in any jurisdiction which involves the Client and any progress thereof, and it shall promptly provide such information as the Service Provider may, in its discretion, require in respect thereof; and
 - 5.4.4 the Client shall not (without the Service Provider's written consent):
 - a. use the logo, name, address, electronic mail, web-site address, telephone/telex/facsimile numbers of any Moore Stephens entity or allow the same to appear on any notepaper or documentation belonging to or connected with the Client or in any advertising material; or
 - b. directly or indirectly solicit the employment of any Appointee or Employee of any Moore Stephens entity who is involved in providing the Services while the Services are being provided or for a period of twelve months following the termination of the Services.

6. Instructions

- 6.1. The Service Provider undertakes to use reasonable endeavours to deal with and act upon instructions (in accordance with Clause 6.2) in a reasonably timely manner although it is agreed that the Service Provider may refuse at any time to comply with any instructions which in the opinion of the Service Provider:
 - 6.1.1 may contravene the provisions of the Service Provider's constitutional documents, any applicable law, regulation, permit, licence, policy statement, guidance note or codes, or be inconsistent with any duty owed by the Service Provider or the Employees; or
 - 6.1.2 could result in damage to the reputation of any Moore Stephens entity; or
 - 6.1.3 could give rise to a material conflict of interest.
- 6.2. Subject to Clause 6.1, the Service Provider may act upon instructions (whether by letter, fax, email, telephone or otherwise) given by any person that it reasonably believes to be authorised to give such instructions on behalf of the Client. The Service Provider is not obliged to verify the identity of any person purporting to be so authorised.
- 6.3. Where the Service Provider does not believe that the person giving instructions is duly authorised or where the Service Provider is given instructions that it believes are unclear or contradictory, it may refuse to act upon such instructions until it receives evidence to its satisfaction as to the instructions or the person giving instructions.
- 6.4. None of the Service Provider, any other Moore Stephens entity, or the Employees shall incur any liability:
 - 6.4.1 for its failure to comply with any instructions which are not in writing or which are unclear, contradictory, incomplete, ambiguous or contain errors; or
 - 6.4.2 for the non-receipt of any instruction, written or otherwise; or
 - 6.4.3 for the lack of authority of any person purportedly giving instructions on behalf of the Client; or
 - 6.4.4 for its failure to comply with any instructions pursuant to Clause 6.1 or for its refusal to act pursuant to Clause 6.3.
- 6.5. To ensure that the Service Provider is able to carry out the Client's instructions accurately, to help the Service Provider to improve its service and in the interests of security, the Service Provider may monitor and/or record the Client's telephone calls with the Service Provider and the Client consents to such monitoring and/or recording. The Service Provider's recordings shall be and remain the Service Provider's sole property.

7. Conflicts of interest

- 7.1. Without prejudice to Clause 6.1.3, if any Employee or Moore Stephens entity becomes aware or is notified of a material conflict of interest, the Client shall be notified and, if possible, procedures will be put in place to ensure confidentiality and independence of advice.
- 7.2. Notwithstanding Clause 7.1, in any case where the Service Provider considers there to be a material conflict of interest it shall have complete discretion to determine whether any Employee or Moore Stephens entity may continue to provide the Services or cease to act, including by immediate termination of the Services.
- 7.3. The Service Provider shall be entitled to employ any appropriate Moore Stephens entity to perform any service for or on behalf of the Client on the same terms and conditions as are usual between such Moore Stephens entity and its customers.

7.4. No Employee, Moore Stephens entity, or employee of a Moore Stephens entity (or any of their agents or delegates) shall be obliged to disclose to the Client or take into consideration any fact, matter, finding or other information:

7.4.1 if it would, or might, be in breach of any duty or confidence to any other person; or

7.4.2 which comes to the attention of an Employee or Moore Stephens entity (or any of their agents or delegates), but which does not come to the actual attention of any individual dealing with (or for) the Client.

8. Confidentiality

8.1. 8.1 The Service Provider will treat all personal data and confidential information (whether recorded in a document or otherwise) that the Client provides to it as private and confidential and will only disclose such confidential information in the following circumstances:

8.1.1 where the information is already in the public domain;

8.1.2 the Service Provider, another Moore Stephens entity, or an Employee is authorised or required to disclose by any applicable law or regulation or by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory authority or professional or other body (including credit reference and fraud prevention agencies);

8.1.3 where there is a duty to the public to disclose or it is in the public interest to do so to investigate or prevent fraud or other illegal activity;

8.1.4 where the Service Provider, another Moore Stephens entity, or an Employee has entered into an agreement with a third party service provider or appointed an agent in connection with the Services and it is necessary to disclose the confidential information to enable the third party service provider or agent to perform its obligations. In this case steps will be taken to ensure that the third party service provider or agent is subject to appropriate confidentiality provisions;

8.1.5 where the Service Provider is required in the course of its business to disclose the information to third parties which are providing services to it (including insurers, auditors, and providers of telecommunications and computing facilities). In Audit and Assurance this case steps will be taken to ensure that the third party service provider or agent is subject to appropriate confidentiality provisions; or

8.1.6 at the Client's request or with the Client's consent.

8.2. No Service Provider, other Moore Stephens entity, or Employee shall be under a duty to disclose to the Client any information which it has acquired or is deemed to have acquired about any matter affecting the Client in the course of acting for or providing services to another client or entity or in any way other than in connection with the provision of the Services.

8.3. The Service Provider may disclose information held about the Client to other companies which are, at the time of disclosure, Moore Stephens entities.

8.4. For the avoidance of doubt, the provisions of this Clause shall remain in full force and effect notwithstanding the termination of the Services or any other provision of these Terms and Conditions ceasing to apply.

9. Intellectual property

9.1. All correspondence files and records (other than statutory corporate records) and all information and data held by the Service Provider on any computer system is the sole property of the Service Provider for its sole use and the Client shall not have any right of access thereto or control thereover.

10. Data protection

- 10.1. Unless otherwise specified in written form, the Service Provider and the Client shall each be considered an independent controller and each will comply with the obligations applicable under the General Data Protection Regulation ("GDPR") and the Data Protection (Jersey) Law 2018.
- 10.2. Further information about the Service Provider's approach to compliance with the GDPR and Data Protection (Jersey) Law 2018 is published in the detailed privacy notice on the Service Provider's website: www.mooreci.com

11. Safe custody and document retention

- 11.1. In the event that the Service Provider holds original documentation relating or belonging to the Client as part of its provision of the Services, the Service Provider will keep all documents which it considers appropriate, or where it is requested by the Client to do so, in its safe custody facilities. These facilities are carefully regulated and controlled and designed to limit the possibility of unauthorised access or damage by fire. In the absence of gross negligence, the Service Provider accepts no responsibility for any documents held in safe custody that are damaged or lost as a result of theft, fire or water damage.
- 11.2. The Service Provider may refuse to release originals or copies of any documents belonging to the Client until all fees, disbursements or other liabilities due and payable are discharged.
- 11.3. Where the Service Provider retains originals or copies of any documents following the termination of the Services, the Service Provider reserves the right (but shall not be under an obligation):
 - 11.3.1 to retain such documents for a period of ten years from the date of the termination of the Services and thereafter to destroy all such documents (whether originals, photocopies or electronic copies) at such times as the Service Provider in its sole discretion considers appropriate;
 - 11.3.2 without prejudice to Clause 11.3.1) to make electronic copies of such documents as the Service Provider has retained and to destroy hard copies of such documents.
- 11.4. After the tenth anniversary of the termination of the Services the Service Provider may destroy all documents (of whatever nature and in whatever form) owned by the Client or relating to the provision of the Services and the Client accepts that thereafter it shall have no right to call upon the Service Provider to provide any documents.
- 11.5. Where, during the provision of the Services, the Service Provider, other Moore Stephens entity, or Employee has created any internal memoranda, emails, attendance notes or other form of document not intended by the author to be supplied to or seen by the Client then such documents shall not belong to the Client and no Service Provider, other Moore Stephens entity, or Employee shall be obliged to disclose the same to the Client.

12. Delegation

- 12.1. Without prejudice to Clause 7.3, in performing its duties hereunder the Service Provider may appoint at the expense of the Client agents or other delegates to perform in whole or in part any of those duties.
- 12.2. To the extent permitted by applicable law, the Service Provider shall not be liable for any loss arising from a delegation made pursuant to Clause 13.1, including the negligence, fraud or willful default of any agent or delegate, provided such delegation or continuation of the delegation was made in good faith and without neglect.

13. Liability of service provider

- 13.1. Each Service Provider is a separate party to these Terms and Conditions and nothing herein shall be taken to indicate that all or some of the Service Provider, the other Moore Stephens entities and/or Employees together constitute a partnership.
- 13.2. Except in the case of fraudulent acts, the total collective liability of the Service Provider, the other Moore Stephens entities and the Employees (and their agents and delegates) in connection with the Services shall be the lower of:
- 13.2.1 ten times the fees charged pursuant to the engagement letter for the period or periods during which the work giving rise to the claim was carried out (but excluding fees for any work in respect of which liability cannot lawfully be limited or excluded); or
 - 13.2.2 £1,000,000.
 - 13.2.3 Where the engagement letter applies to more than one financial year a separate Limit of Liability shall apply to each financial year, determined in accordance with the the preceding paragraph.
 - 13.2.4 Liability shall be limited to the proportion of loss, liability or damage suffered after taking into account any contributory act or omission (or any contributory negligence) on the part of the Client, any amount the Client has recovered from a third party and any amount the Client would have been entitled to so recover but for an exclusion of liability agreed between such third party and the Client.
- 13.3. None of the Service Provider, any other Moore Stephens entity or the Employees shall be held liable for:
- 13.3.1 any failure or delay in the performance of its obligations in connection with the Services arising out of or in connection with circumstances beyond its reasonable control (including acts of God, civil or military disturbances, outbreaks of war, acts of terrorism, natural disaster, acts of government or any other authority, accidents, labour disputes or any power, telecommunications or computer failure); or
 - 13.3.2 any indirect or consequential economic loss or damage whatsoever; or
 - 13.3.3 any form of insolvency (such as désastre, liquidation, administration or any similar process) suffered by an entity which is holding money belonging to the Client (and for the avoidance of doubt, such insolvency shall not affect the Service Provider's rights under these Terms and Conditions, including its rights to recover remuneration and expenses from the Client).

14. Identity information and verification

- 14.1. The Service Provider is required to operate anti-money laundering and other checks and procedures in respect of all aspects of the provision of the Services, including confirming source of funds and taxpayer identification information relating to individuals and entities. The time at which any such information and documentation is required and the form in which it shall be delivered to the Service Provider shall be determined by the Service Provider in its absolute discretion. If the Service Provider is not provided with such information and documentation as is reasonably required to enable the Service Provider to meet such ongoing obligations, it shall be entitled to suspend or terminate the provision of the Services with immediate effect and without liability or responsibility for any direct or indirect loss caused.

- 14.2. By providing such information and documentation, the Client will be taken to have consented to the onward disclosure of such information to such third parties as shall in the opinion of the Service Provider be required in connection with the Services or necessary for the proper performance of the obligations of the Service Provider under any applicable law or regulation.
- 14.3. Information and documentation provided to the Service Provider may be subject to disclosure and production pursuant to orders of any court of competent jurisdiction or any competent judicial, governmental or regulatory body.

15. Supplementary documents

- 15.1. Where the Service Provider and the Client enter into an agreement in an Engagement Letter relating to the Services which does not expressly replace the Terms and Conditions in their entirety, in the event of any conflict between the terms of the Engagement Letter and the Terms and Conditions, the terms of the Engagement Letter shall prevail.
- 15.2. Where the Service Provider and the Client enter into an agreement in an Engagement Letter which expressly replaces the Terms and Conditions in their entirety, the Terms and Conditions shall cease to apply save as expressly stated otherwise in these Terms and Conditions and also without prejudice to any accrued right or obligation of the parties.

16. Termination of services

- 16.1. The Service Provider may terminate the provision of the Services at any time in any of the following circumstances:
- 16.1.1 upon giving one month's written notice to the Client;
- 16.1.2 immediately upon written notice given to the Client if in the opinion of the Service Provider:
- a. the Client is or is likely to become bankrupt or insolvent or liable to be declared en désastre or subject to a creditors' (insolvent) winding-up or any equivalent or similar procedure in any jurisdiction; or
 - b. the Client is in material breach of these Terms and Conditions or any Engagement Letter; or
 - c. there has been any change in ownership of the Client such that there shall be a new Client; or
 - d. the Client (or any of its officers or employees not provided by the Service Provider) has been charged with any criminal offence involving dishonesty or is or has been the subject of any criminal, judicial or regulatory investigation in any jurisdiction; or
 - e. (in accordance with Clause 15) there has been a failure on the part of the Client to supply such anti-money laundering, crime prevention, tax compliance or client due diligence material ("CDD") as shall be required by the Service Provider, any other Moore Stephens entity or any applicable law or regulation or if any such information supplied in relation to CDD is deemed by the Service Provider to be deliberately false or misleading; or
 - f. any of the activities of the Client are no longer consistent with the activities contemplated in an Engagement Letter; or
 - g. any fees, taxes and disbursements invoiced by the Service Provider have remained outstanding and unpaid in whole or in part for more than thirty days after the invoice date or the Service Provider believes the Client either cannot or is unwilling to pay any sums due to the Service Provider.

16.2. The Client may terminate the appointment of the Service Provider in respect of the Services on giving not less than ninety calendar days' written notice to the Service Provider.

17. Independent contractor

17.1. The Service Provider shall for the purposes of (as the case may be) these Terms and Conditions and/or the Engagement Letter be deemed to be an independent contractor and, unless otherwise expressly authorised, shall have no authority to act on behalf of, or to represent, the Client in any way or otherwise be deemed to be an agent of the Client or to have the power to enter into any transaction on behalf of the Client or to bind the Client.

18. Severability

18.1. If at any time a provision of these Terms and Conditions becomes invalid, illegal or unenforceable under the laws of any jurisdiction which affects the performance or enforceability of these Terms and Conditions, that provision shall, with respect to that jurisdiction only, be ineffective to the extent of such invalidity, illegality or unenforceability but the remaining provisions of these Terms and Conditions shall not be affected or impaired in any way.

19. Communication and notices

19.1. Unless the Client notifies the Service Provider to the contrary in writing, the Service Provider, all other Moore Stephens entities and the Employees will assume that the Client consents to communication in person and by telephone, post, facsimile and unencrypted email.

19.2. The Service Provider, all other Moore Stephens entities and the Employees will not be liable for any delay, misdirection, interception, corruption, loss or failure, or for any unauthorised redirection, copying or reading, of any communication sent by mail, facsimile, or email, or for the effect on any computer system of any email or email attachment or virus transmitted by or on behalf of the Service Provider, any other Moore Stephens entity, or the Employees.

19.3. The Service Provider and other Moore Stephens entities may monitor all communications sent to or from them to check for compliance with their internal policies and to protect their businesses.

19.4. Any notice required to be given under these Terms and Conditions shall be in writing addressed to the party concerned at such address or on such facsimile number or at such e-mail address as such party shall from time to time notify to the other or others for the purpose, failing which at the registered office or the last known usual address of such party.

19.5. For this purpose, any notice:

19.5.1 delivered personally shall be deemed to have been given at the time of such delivery;

19.5.2 sent by ordinary post shall be deemed to have been given 72 hours after posting;

19.5.3 sent by facsimile or e-mail shall be deemed to have been given at the time of dispatch provided that notices received by the Service Provider other than during normal business hours and on normal business days shall be deemed to have been given immediately upon the Service Provider reopening for business; or

19.5.4 sent by commercial courier shall be deemed to have been given on the date and at the time of signature of the courier's delivery receipt.

19.6. The provisions of this Clause shall not apply to the service of any document which relates to legal proceedings before a court or tribunal.

20. Complaints

- 20.1. In case the Client is not satisfied with the Services provided by the Service Provider, the Service Provider has established a complaints procedure. In the first instance, the Client should write to the Service Provider's directors at the business address specified above detailing the complaint which will then be thoroughly investigated.
- 20.2. The Service Provider and the Client agree to attempt to resolve any complaints by discussion, negotiation and mediation before commencing legal proceedings.