

BUZZACOTT LLP

1. Definitions

1.1. The following defined terms are used in this document:

Term:	Means:
Affiliate	with respect to a person, another person, now or hereafter, that directly or indirectly controls, is controlled by, or is under common control with such person, and/or which is a subsidiary undertaking of such person. For purposes of the definition of "Affiliate," the term "control" (including the terms "controlling," "controlled by" and "under common control with") mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities or other interests, by contract or otherwise.
BFSL	Buzzacott Financial Services Limited, company number 01862661, registered office 130 Wood Street, London, United Kingdom, EC2V 6DL.
Buzzacott Business	any Affiliate of Buzzacott LLP.
Charges	are defined at clause 4.
Client	the person to whom the Engagement Letter is addressed, together with any other person expressly identified as our client in any other Engagement Contract.
Client Information	information, documents and instructions that you (or someone on your behalf) provide us for the purposes of an Engagement Contract.
Client Personal Data	any personal data provided to us by you, or on your behalf, for the purpose of providing our Services to you, pursuant to each and every Engagement Contract with you.
Data Protection Legislation	the Data Protection Act 2018 ("DPA 2018") (as amended from 31/12/2020 to incorporate the General Data Protection Regulation (EU) 2016/679) ("UK GDPR"), together with any applicable national implementing laws, regulations and secondary legislation relating to data protection and privacy, including the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), in force and as amended or updated from time to time, as well as any successor legislation to UK GDPR; and controller, processor, data subject, personal data, data protection officer, personal data breach, processing and appropriate technical and organisation measures, have the meanings set out in the Data Protection Legislation.
Document	both paper and electronic documents.
Electronic Communication	any form of communication or exchange of information or documents mediated by electronic means, including but not limited to email.
Employee	any person who is employed by us or one of our Affiliates.
Engagement Contract	severally, each legal contract between you and us (each of which incorporates these Terms), being each and every Engagement Letter.
Engagement Letter	the engagement letter that we make available to you at the outset of our engagement by you or, in the absence of such a letter, some other written description of our services.
Engagement Team	the Staff involved in the provision of the Services under any Engagement Contract.
FCA	the UK's Financial Conduct Authority.
ICAEW	the Institute of Chartered Accountants in England and Wales.
Liability Cap and Divided Liability Cap	are defined at clause 13 below.
Other Clients	our former, current and future clients (as the context permits), and other than you.
Partner	a member of Buzzacott LLP (or, where such member is a corporate entity, an Affiliate of such member) or an Employee with equivalent standing.

Person	any individual and any corporate or unincorporated body (whether or not having a separate legal personality).
Record	our record of your Client Information, our Work-Product and any other documents that concern the Services.
Services	are the services described in each Engagement Contract, as well as such other services (not necessarily described in an Engagement Contract) which we agree to provide to you at any time.
Staff	our Employees, Partners, consultants and subcontractors and each of the foregoing categories in respect of the Buzzacott Businesses.
Terms	this document.
VAT	value-added tax.
We, our and us	refer to Buzzacott LLP.
Work-Product	the output of our provision of the Services under an Engagement Contract, including any advice (and the gist of advice) that we provide you, whether orally or in writing.
You, your and yours	refer to our Client.

- 1.2. References to any rule, regulation or legislation shall include any amended, subordinate and replacement versions. The clause headings used in this document shall not affect its interpretation. References to the singular shall include the plural and vice versa. The words “includes” and “including” are to be construed without limiting the generality of the words that precede them. Other definitions used appear below in bold and quotation marks.

2. About us

- 2.1. Buzzacott LLP is a limited liability partnership registered in England and Wales with number OC329687 and its registered address is 130 Wood Street, London, EC2V 6DL; telephone +44 (0)20 7556 1200; email enquiries@buzzacott.co.uk. Further information about Buzzacott LLP, its members, our professional indemnity insurance arrangements and how our services are regulated can be found at www.buzzacott.co.uk/legal.

3. Our agreement with you

- 3.1. These Terms in combination with each and every Engagement Letter, together form each Engagement Contract. In the event of any inconsistency between these Terms and/or any Engagement Letter, then in each case the latter shall prevail over the Terms.
- 3.2. By continuing to instruct us following your receipt of these Terms and/or our Engagement Letter, you thereby accept their terms.
- 3.3. These Terms apply to all services which we undertake for you at any time (and whether or not we have also provided you with an Engagement Letter).
- 3.4. If, following the termination of every Engagement Contract, you provide us with new instructions to provide services to you, and we agree to act on those instructions, then these Terms will continue to apply to that provision of services even if we do not provide you at that time with a new Engagement Letter, and those future instructions will comprise a new and separate Engagement Contract between you and us.

4. Our charges

- 4.1. Our Charges consist of our fees, disbursements and other charges, together with any applicable VAT. Unless we have agreed in writing to charge a fixed sum for any part of the Services, our fees for the Services will be calculated by reference to the time spent by, and the usual hourly rates of, the applicable Staff. Our fees may also reflect: the complexity of the issues; the speed with which action needs to be taken; the seniority of the Staff; and the expertise and specialist knowledge involved. We reserve the right to vary our Staff's usual hourly rates both annually and to reflect changes in their status and experience. Further details of our Charges will usually be provided in each Engagement Contract.
- 4.2. You will pay our Charges when they become due, in full, and without any kind of set-off, deduction or withholding (and subject to clause 4.4 below).
- 4.3. Where the Engagement Contract states that we act for more than one Client, each such Client is jointly and severally liable to pay our Charges.
- 4.4. If you are required by law to make a deduction or withholding from any payment due to us in respect of our Charges, then you shall pay to us such additional amount as will ensure that we receive the same total amount as we would have received if no withholding or deduction had been made.

- 4.5. We are entitled to ask you to make one or more payments on account of our anticipated Charges and if you refuse to make such a payment then we will be entitled to terminate each and every Engagement Contract immediately.
- 4.6. Where possible we will give you an estimate of the likely overall cost in relation to each Engagement Contract. Any estimate or quotation of costs is for your guidance only and does not amount to a promise or agreement that we will provide the Services within a fixed time or for a fixed fee. Please note that all quotations and estimates of our Charges are provided exclusive of VAT (which will be added to the invoice and paid by you, where appropriate).
- 4.7. See clause 14.3 below for our lien over your property, and clause 23.2 below for our entitlement to terminate in the event of non-payment of our Charges.

5. Disbursements

- 5.1. Our disbursements are expenses and other sums that we incur on your behalf as part of our provision of the Services and that we pass directly on to you at cost to us. Our other charges are for items not consisting of fees or disbursements, such as the cost of telephone calls and reproduction of documents, and these may include an element of marking-up attributable to the general overheads of our business.

6. Payment

- 6.1. We may issue invoices before we have completed the provision of the Services, as well as upon the completion of their provision, and at such intervals as we consider to be appropriate. Each such invoice must be paid within 30 days after the date of the invoice. We reserve the right to charge simple interest, calculated on a daily basis, from the due date of an invoice until the date it is paid, at the rate of 3% per annum over base rate set by the Monetary Policy Committee of the Bank of England from time to time. Our invoices will be issued, and payable, in pounds sterling unless otherwise stated in the Engagement Letter. If you have any queries concerning an invoice then please raise them with us as soon as possible after you receive it.
- 6.2. As regards methods of payment of our invoices: (a) we accept debit and credit cards; (b) the costs of any bank transfer are to be borne by you; and (c) if you pay our invoice using funds in a different currency from that specified in the invoice then it is your obligation to pay the invoiced amount in full and you bear the cost of any charges that may apply upon conversion of that currency.
- 6.3. If you expect a third party to be paying our invoices, then such an expectation does not relieve you of your obligations under these Terms to pay our invoices in full, when due. We retain an absolute discretion to insist that payment of our invoices is made by you and not by a third party. In any event, we are unable to address or issue our invoices to any third party, but we may agree at our sole discretion to include the wording "payable by [insert name of third party]", subject to carrying out anti-money laundering checks on that third party.

7. Our services

- 7.1. Our Services will usually be described in the Engagement Letter. We will provide the Services to you, and we will do so with reasonable skill and care. Our Services are for your benefit only (and see also clause 13.1 below).
- 7.2. Any variation to the scope of the Services is ineffective unless you and we discuss and expressly agree it in writing.
- 7.3. We reserve the right to use the services of subcontractors when performing any of the Services under an Engagement Contract. We shall remain responsible for the acts and omissions of any such subcontractor appointed under this clause as if those acts and omissions were our own.

8. Electronic Communications

- 8.1. With regard to the use of Electronic Communication:
 - 8.1.1. you agree that we may communicate with you by Electronic Communication (unless you expressly instruct us not to do so);
 - 8.1.2. you acknowledge that all forms of Electronic Communication involve risks, including the risk of unauthorised use and interception; and
 - 8.1.3. you and we agree that where Electronic Communication is used to communicate with each other, both of us will take reasonable steps to ensure that it is free from malware and computer viruses, kept secure and confidential and used only in an authorised manner.

9. Provision of Client Information

- 9.1. With regard to the provision of Client Information:
 - 9.1.1. you will promptly provide us with all Client Information that we may reasonably request of you;
 - 9.1.2. you will ensure that all Client Information provided to us is accurate to the best of your knowledge and belief and provided without your infringement of the legal entitlements of any other person;

- 9.1.3. you will ensure that any person providing instructions or information on your behalf is properly authorised to do so;
- 9.1.4. you agree that we may rely on any Client Information provided to us by a person whom we reasonably believe to be authorised on your behalf to do so;
- 9.1.5. where you instruct directly another person to work alongside us for the purposes of an Engagement Contract or another related matter or project, then you agree that it is your responsibility to ensure that all information and documents supplied to, and work-product received from, that other person are provided to us insofar as they may be necessary for or relevant to our provision of the services (and the same applies to the provision of information, documents and our work-product to that other person), and you further agree that we are not responsible for, and owe you no duties in respect of, the advice or work-product of that other person; and
- 9.1.6. if you provide us with Client Information consisting of material that you believe to be subject to your entitlement to assert legal professional privilege against any third party then you will clearly identify that material to us at the time of its provision.

10. Our Work-Product; intellectual property rights

10.1. With regard to our Work-Product:

- 10.1.1. Where we provide you with Work-Product that is described by us as “draft” or “provisional”, then it is not to be relied upon by you as constituting our final view. Work-Product provided orally should not be relied upon unless and until it is provided to you in writing.
- 10.1.2. Our Work-Product is prepared on the basis of the circumstances applying at the date of its provision to you. Those circumstances include any applicable law, policy, legislation, regulation, guidance, and our understanding of published practice. Following its provision to you in final form (or the end of an Engagement Contract, if earlier), we are under no obligation to you to revisit or update its content in light of any change to those circumstances, nor are we obliged to inform you of such change.
- 10.1.3. Clause 13.1 applies.

10.2. Unless we expressly agree otherwise, the intellectual property rights in our Work-Product, and in the other original materials which we generate for you, belong to us. However, subject to clause 13.1, the Charges you pay for such Work-Product and other original materials permit you to make use of them for the purposes for which they were created, as determined by the relevant Engagement Contract provided our fees have been paid in full.

10.3. You agree that we may use your logo, name and trading name, as applicable, for the purposes of marketing our services to others, as further set out at clause 12.2.5 below.

11. Client service and complaints

11.1. If you have any complaints or concerns about our work for you, then please raise these in the first instance with the Partner identified in our Engagement Letter, alternatively with the Partner named in the Quality of Service section at www.buzzacott.co.uk/legal. We will investigate your complaint carefully and promptly and do everything reasonable to rectify the engagement. If you are still not satisfied, you may refer your complaint to the complaints redress system operated by the Professional Conduct Department of the ICAEW, Level 1, Metropolitan House, 321 Avebury Boulevard, Milton Keynes MK9 2FZ.

12. Confidentiality

12.1. We will keep confidential, and will not disclose to any other person, your Client Information (and, for the purposes of this clause, this includes our Work-Product). This obligation shall not apply insofar as we are compelled to disclose to a third party any Client Information whether by applicable law or by the rules of any supervisory, governmental or regulatory body to which we are subject.

12.2. We shall also be permitted to make a disclosure of your Client Information in the following circumstances:

- 12.2.1. to any other person, provided it is, in our view, necessary for the purposes of giving effect to your instructions or our provision of the Services;
- 12.2.2. to any Buzzacott Business and its Staff, our insurers, our external legal advisers, our insurance brokers, our external quality assurance and compliance consultants, our accountants and auditors, provided we do so in confidence and it is, in our view, necessary for the purposes of our provision of the Services and/or the proper and effective management of our business or that of a Buzzacott Business;
- 12.2.3. to any Buzzacott Business and its Staff, for the purposes of using, developing and/or sharing knowledge, experience and skills of general application gained by us through performing the Services, and provided we do so in confidence;
- 12.2.4. where such Confidential Information has come into the public domain otherwise than through our default or negligence;
- 12.2.5. we may disclose your identity, the fact we have carried out work for you and the general nature of that work, provided it is for the purposes of marketing our services to others (and see also clause 10.3 above).

13. Exclusions and limitations of our liability

- 13.1. OUR WORK-PRODUCT IS FOR YOUR BENEFIT ONLY, IT MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON AND WE DO NOT ACCEPT ANY LIABILITY, DUTY OR RESPONSIBILITY TO ANY OTHER PERSON IN RESPECT OF ITS CONTENT OR PROVISION. UNLESS THERE IS A LEGAL OR REGULATORY REQUIREMENT TO DO SO, OUR WORK IS NOT TO BE MADE AVAILABLE TO THIRD PARTIES WITHOUT OUR PRIOR WRITTEN PERMISSION BEING OBTAINED.
- 13.2. REFERENCES TO LIABILITY IN THIS CLAUSE 13 INCLUDE EVERY KIND OF LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS ENGAGEMENT CONTRACT INCLUDING BUT NOT LIMITED TO LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, RESTITUTION OR OTHERWISE. SUBJECT TO CLAUSE 13.5 WE SHALL NOT BE LIABLE FOR THE FOLLOWING TYPES OF LOSS: LOSS OF PROFITS; LOSS OF SALES OR BUSINESS; LOSS OF AGREEMENTS OR CONTRACTS; LOSS OF ANTICIPATED SAVINGS; LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION; LOSS OF OR DAMAGE TO GOODWILL; WASTED EXPENDITURE; AND, ANY INDIRECT OR CONSEQUENTIAL LOSS.
- 13.3. BUZZACOTT LLP IS SOLELY RESPONSIBLE FOR PROVIDING YOU WITH THE SERVICES. IF YOU WISH TO BRING ANY KIND OF CLAIM IN RESPECT OF OUR PROVISION OF THE SERVICES, YOU WILL ONLY BRING SUCH A CLAIM AGAINST BUZZACOTT LLP AND NOT AGAINST ANY OF OUR FORMER, CURRENT OR FUTURE STAFF.
- 13.4. SUBJECT TO CLAUSES 13.2 AND 13.5, IN THE EVENT THAT WE ARE IN ANY WAY AT FAULT OR HAVE BREACHED OUR DUTIES ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE PROVISION OF SERVICES, INCLUDING UNDER AN ENGAGEMENT CONTRACT, THEN YOU AGREE THAT OUR MAXIMUM AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN RESPECT OF THAT FAULT AND/OR BREACH SHALL NOT EXCEED THE SUM OF £1,000,000 (ONE MILLION POUNDS STERLING):
 - 13.4.1. PER ENGAGEMENT CONTRACT; OR,
 - 13.4.2. IF AN ENGAGEMENT CONTRACT EXTENDS BEYOND ONE PERIOD (AS DEFINED THEREIN), PER PERIOD; OR,
 - 13.4.3. IN AGGREGATE SHOULD IT BE DETERMINED THAT THERE IS NO ENGAGEMENT CONTRACT,UNLESS OTHERWISE AGREED IN WRITING (INCLUDING IN ANY WRITTEN ENGAGEMENT CONTRACT) (OUR “**LIABILITY CAP**”).
- 13.5. NOTHING IN THESE TERMS, INCLUDING ANY CLAUSE 13 SUB-CLAUSE, WILL OPERATE SO AS TO EXCLUDE OR LIMIT OUR LIABILITY TO ANY PERSON FOR OUR FRAUD OR DISHONESTY, OR FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, OR FOR ANY OTHER LOSS OR LIABILITY WHICH CANNOT LAWFULLY BE LIMITED AND/OR EXCLUDED (INCLUDING WITH REGARD TO THE PROVISION OF CERTAIN AUDIT SERVICES).
- 13.6. SUBJECT TO CLAUSES 13.2 AND 13.5 WHERE YOU HAVE SUFFERED ANY LOSS OR DAMAGE AS A RESULT OF ANY FAULT OR BREACH OF DUTY ON OUR PART IN THE PROVISION OF THE SERVICES, THEN OUR LIABILITY TO YOU SHALL BE LIMITED TO A JUST AND EQUITABLE PROPORTION OF THE TOTAL LOSS OR DAMAGE YOU HAVE SUFFERED, HAVING REGARD TO THE EXTENT OF YOUR OWN RESPONSIBILITY FOR THAT LOSS OR DAMAGE, AND THAT OF ANY OTHER PERSON WHO IS ALSO LIABLE TO YOU IN RESPECT OF ANY PART OF THAT LOSS OR DAMAGE. IN ASSESSING THE EXTENT OF RESPONSIBILITY OF ANY OTHER PERSON UNDER THIS CLAUSE THE FOLLOWING SHALL BE DISREGARDED: (A) THE INABILITY OF THAT OTHER PERSON TO MAKE PAYMENTS IN RESPECT OF YOUR LOSS OR DAMAGE; (B) ANY LIMITATION OR EXCLUSION OF LIABILITY THAT YOU AGREED WITH THAT OTHER PERSON AND THAT ABSENT THIS CLAUSE WOULD SERVE TO INCREASE OUR LIABILITY TO YOU; (C) THE FACT THAT THAT OTHER PERSON NO LONGER EXISTS OR IS NO LONGER LIABLE TO YOU; AND (D) THE ABSENCE OR UNAVAILABILITY OF ANY PERSON AS A PARTY OR AS A WITNESS IN A CLAIM AGAINST US. OUR LIABILITY CAP (AS DEFINED IN CLAUSE 13.4 ABOVE) SHALL APPLY AFTER THE OPERATION OF THIS CLAUSE.
- 13.7. ANY CLAIM OR ACTION BROUGHT BY YOU UNDER OR IN CONNECTION WITH THE ENGAGEMENT CONTRACT MUST BE BROUGHT WITHIN 24 MONTHS OF THE DATE THAT YOU FIRST BECOME AWARE, OR OUGHT REASONABLY TO HAVE BECOME AWARE, OF THE FACTS THAT GIVE RISE TO THE CLAIM OR ACTION. FOR THE PURPOSES OF THIS CLAUSE, A CLAIM SHALL BE BROUGHT WHEN COURT PROCEEDINGS ARE ISSUED. SUCH RESTRICTIONS ARE SUBJECT TO THE “REASONABLENESS TEST” IN THE UNFAIR CONTRACT TERMS ACT 1977 (AND RELATED LEGISLATION).

14. Retention and ownership of documents; our lien

- 14.1. It is your sole responsibility to become informed of, and properly perform, your obligations to retain documents and records (such as accounts and tax returns), and you may not look to us to retain any documents or records on your behalf for those, or any other, purposes.
- 14.2. We may destroy (at our discretion) correspondence and other documents that we store electronically (or otherwise) that are more than 7 years old. You must tell us if you wish us to retain any document for any longer period or request that we return to you any documents that you own or to which you are legally entitled. We are under no obligation to provide you with copies or originals. If we do provide you with copies, we are entitled to make a reasonable charge for our time and expense in doing so.
- 14.3. During and after an Engagement Contract, and in our absolute discretion, we are entitled (but not obliged) to maintain a Record. That Record may be in such form as we see fit, we may make copies of any documents which are part of that Record and we may destroy such Records (or any part of them) at any time. See also our Privacy Notice in this regard, a copy of which is available on our website at www.buzzacott.co.uk/privacy-policy. If you do not pay our Charges when they become due then we reserve the

right to withhold any of your property in our possession, by exercising a lien over such property, until such time as our Charges are paid in full.

15. The Engagement Team; our Staff; Non-poaching

- 15.1. The Engagement Team will usually consist of a Partner and one or more other Staff. Our Engagement Letter will usually identify the Partner with responsibility for overseeing the provision of the Services. We reserve the right to change the membership of the Engagement Team at any time.
- 15.2. Insofar as we are under a duty to disclose to you information relevant to an Engagement Contract, that duty is limited to information of which the Engagement Team is aware and the Engagement Team shall not be deemed to have knowledge of information that is known to other persons in Buzzacott LLP or in any other Buzzacott Business.
- 15.3. Our Staff are skilled, valued, highly trained and invested in by us. Accordingly whilst you remain a client of ours, and for the period of twelve months thereafter, you will not directly or indirectly attempt to entice, induce or encourage any Staff to leave, or seek to leave, their position or contracted function for the purpose of being involved in or concerned with your business, and regardless of whether or not that person, in doing so, acts in breach of their legal obligations agreed with us. In the event of a breach of this obligation, you agree that a genuine and reasonable pre-estimate of our loss is thirty-five percent of that Staff member's total annual remuneration at the date of their departure and this amount of money will therefore be owed to us in the form of liquidated damages.

16. Data protection

- 16.1. The following additional terms shall have the following meanings in this clause 16:

Agreed Purposes: to enable us to provide our services to you and perform any other obligations, in each case, in accordance with each Engagement Contract; for you to obtain the benefit from such services; to enable us to comply with our legal and regulatory duties and obligations; where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects' own privacy rights; and, the promotion of the services which we provide from time to time.

Data Discloser: a party that discloses Shared Personal Data to the other party.

Permitted Recipients: you and us, the employees of each party (as applicable), any Buzzacott Businesses and third parties engaged to perform obligations in connection with, or which have a regulatory or other legal requirement or entitlement connected to, this Engagement Contract (including for example, our regulator(s), professional advisors or any subcontractors or other external processors as required to deliver the Services and for the purposes of the proper and effective management of our business, some of whom may be outside of the UK).

Professional Obligations: our legal and/or regulated duties and obligations, whether to HMRC, any other tax authority or equivalent, the police, our regulator (the Institute of Chartered Accountants of England & Wales), or otherwise.

Shared Personal Data: all Client Personal Data and all other personal data to be shared between the parties under clause 16.3 of these Terms. Shared Personal Data shall be confined to the categories of information relevant to the Engagement Contract (and any parts thereof) and the provision of the Services by us to you, including, where applicable, your accounts, tax and financial records, returns and other regulatory filings, employees, members and contractors, geographical and email addresses, telephone numbers, and their financial and tax records. Where applicable, further details of the types and categories of Shared Personal Data, and the duration of processing, may be set out in the relevant Engagement Contract.

- 16.2. This clause 16 sets out the framework for the sharing of personal data between the parties as controllers, together with the limited circumstances in which you are the controller and we are the processor. For all Services which are professional services in respect of which we have Professional Obligations, we are obliged to take responsibility as a controller for the personal data we process. This is on the basis that where we are acting in a regulated capacity and/or providing a regulated service, such that we are required to process personal data in accordance with our professional obligations as opposed to on your instructions, which prevents us from agreeing to hand over or share controller obligations with you, our client. In such circumstances we shall each be considered an independent data controller in relation to the Shared Personal Data. For all other Services (if any) where we are not acting in a regulated capacity nor providing a regulated service, you will be the controller and we the processor of any personal data, and the relevant parts of this clause 16 shall apply accordingly.
- 16.3. **Shared Personal Data.** Each party acknowledges that one party (referred to in this clause as the **Data Discloser**) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for or ancillary to the Agreed Purposes.
- 16.4. **Compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller, or where applicable, a processor, under the Data Protection Legislation.
- 16.5. **Particular obligations relating to data sharing.** You shall:
 - 16.5.1. give full information to any data subject whose personal data may be processed under this Engagement Contract (always excluding Staff) of the nature of such processing (and you may use or refer to our Privacy Policy available at www.buzzacott.co.uk/privacy-policy for this purpose), such that we need not provide any information to the data subject

in order to ensure compliance with the Data Protection Legislation. This includes giving notice that, on the termination of this Engagement Contract, personal data relating to them may be retained by Buzzacott or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees; and

- 16.5.2. ensure that you have all necessary notices and consents and lawful bases in place to enable the lawful transfer of the Shared Personal Data to us and the Permitted Recipients for the Agreed Purposes.

16.6. Mutual obligations relating to data sharing. Each party shall:

- 16.6.1. process the Shared Personal Data only for the Agreed Purposes;
- 16.6.2. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- 16.6.3. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Engagement Contract;
- 16.6.4. take all security measures necessary to meet the requirements of UK GDPR article 32 on the security of processing;
- 16.6.5. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- 16.6.6. not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation, including by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

16.7. Mutual assistance. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- 16.7.1. consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- 16.7.2. promptly inform the other party about the receipt of any data subject rights request;
- 16.7.3. provide the other party with reasonable assistance in complying with any data subject rights request;
- 16.7.4. not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
- 16.7.5. assist the other party, at your cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
- 16.7.6. notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation which materially impacts any Shared Personal Data and is reportable to the UK's Information Commissioner's Office;
- 16.7.7. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Engagement Contract unless required by law, any applicable regulator or our professional duties to retain the Shared Personal Data;
- 16.7.8. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- 16.7.9. maintain complete and accurate records and information to demonstrate its compliance with this clause 16; and
- 16.7.10. provide the other party with contact details of at least one employee (where applicable) or data protection officer as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation. For Buzzacott the relevant person is the Head of Privacy whose details are set out here: www.buzzacott.co.uk/privacy-policy and whose email address is: privacy@buzzacott.co.uk.

16.8. Processing. The parties acknowledge the UK GDPR article 28(3) requirements, most of which are already set out in this clause. For completeness, where we are acting as processor, subject always to our unfettered right to comply at all times with our Professional Obligations, in which limited circumstances we will be acting as data controller, we further agree as follows:

- 16.8.1. we may only process personal data in line with the controller's documented instructions (including when making an international transfer of personal data) unless we are required to do otherwise by UK law or by any duty, standard or obligation imposed by our regulator, it being agreed that this Engagement Contract, and specifically the Agreed Purposes, are part of your documented instructions to us;

- 16.8.2. the controller has overall control of what happens to the personal data;
- 16.8.3. for the purposes of providing our Services to you pursuant to our Engagement Contract, we may disclose Client Personal Data to companies and entities controlled by us, third party members of our firm's association, PrimeGlobal, our regulatory bodies or other third parties (for example, our professional advisors or service providers). The third parties to whom we disclose such personal data may be located outside the UK. We will only disclose Client Personal Data to a third party (including a third party outside of the UK) provided that the transfer is undertaken in compliance with the data protection legislation save as authorised in this Engagement Contract; and
- 16.8.4. you now give your prior, general written authorisation for us to appoint sub-processors to process Client Personal Data for the Agreed Purpose. We shall let you know of any intended changes to existing sub-processors and give you a chance to object to them where you can show, acting reasonably, that significant risks exist for the protection of Client Personal Data with such sub-processor; if we appoint a sub-processor, we shall put a contract in place imposing the same article 28(3) data protection obligations on that sub-processor; and, we are liable to you, the controller, for our sub-processor's compliance with its data protection obligations. If we transfer Client Personal Data outside the UK as required for the Agreed Purpose we will ensure that all such transfers are effected in accordance with applicable Data Protection Legislation. For these purposes, you agree to comply with any reasonable request from us, including any request to enter into standard data protection clauses adopted by the Information Commissioner from time to time.

16.9. **Further information.** Should you require any further details regarding our treatment of personal data, please contact our Head of Privacy at Buzzacott LLP, 130 Wood Street, London, EC2V 6DL, email: privacy@buzzacott.co.uk.

17. Conflicts of interest, confidentiality and our other clients

- 17.1. We have obligations of confidentiality to our Other Clients, as well as to you under clause 12 above. Nothing in any Engagement Contract shall in any way affect those obligations to our Other Clients.
- 17.2. It is possible that the interests of our Other Clients may be adverse to your interests. The existence of that adversity of interest shall not on its own prevent us from acting for those Other Clients but nothing in this clause shall reduce our obligations to you under clause 12 above.
- 17.3. Circumstances may arise where there is a significant risk of a conflict of interest, or an actual conflict of interest, either between our duties owed to you and to any of our Other Clients, or between our own interests and our duties to you. Where, in our reasonable opinion, such circumstances exist, we may be unable to continue to act for you on one or more Engagement Contracts and we are entitled to terminate any and/or all Engagement Contracts and you acknowledge that we may be unable fully to explain the reasons why we are doing so (e.g. due to our obligations of confidentiality to our Other Client).

18. Our receipt of commissions

- 18.1. In some circumstances we may receive commissions or other benefits for introductions to other professionals or in respect of transactions which we arrange for you. Where this happens, we will notify you in writing within a reasonable time of the amount and terms of payment and receipt of any such commissions or benefits and seek your consent to our retention of the amount involved.

19. Contracts (Rights of Third Parties) Act 1999

- 19.1. Subject to clause 13.3 above (which is intended for the benefit of our former, current and future Staff), no provision of any Engagement Contract is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall have any right to enforce or rely on any provision of such Engagement Contract. Each and every Engagement Contract may be varied from time to time or terminated without the consent of any of the persons referred to in clause 13.3.

20. Client monies

- 20.1. We may, from time to time, hold money on your behalf. Such money will be held on trust in a client bank account which is segregated from our own funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the ICAEW. Unless covered by clause 20.2 below, interest earned on client money held on your behalf of less than £25 shall be deemed to be offset against the cost of administration and accounting for such amounts, and will be retained by us in lieu of a charge for the administration of your funds unless otherwise agreed in writing with you. Where interest earned is £25 or more, the whole amount of such interest will be paid to you. Subject to any tax legislation, interest will be paid gross.
- 20.2. If the total sum of the 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 deposit account designated to you. All interest earned on such an account will be paid to you. Subject to any tax legislation, interest will be paid gross.

21. Our regulatory obligations

- 21.1. We are obliged by relevant legislation and regulations of England and Wales (including The Proceeds of Crime Act 2002 and The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017) to maintain identification procedures for our clients, to undertake checks concerning the purpose of our clients' instructions and the source of their funds, to maintain and update records concerning the same, to cease to act temporarily or permanently, and to make

reports to regulatory authorities and law enforcement agencies. You agree that our performance of any such obligations, in the reasonable belief that we are legally compelled to do so, shall not amount to a breach of any of our obligations to you under any Engagement Contract.

- 21.2. You agree to provide all information reasonably necessary to meet the requirements set out in clause 21.1 and acknowledge that our work cannot begin, or continue, until such information has been provided.

22. Investment services

- 22.1. Although we are not authorised by the FCA to conduct investment business, we are licensed by the ICAEW to provide certain limited investment services where these are complementary to, or arise out of, the professional services we are providing to you. In the unlikely event that we cannot meet our liabilities to you in respect of these exempt regulated activities undertaken, you may be able to claim compensation under the Chartered Accountants' Compensation Scheme.
- 22.2. We may advise you on investments generally and refer you to BFSL where applicable. BFSL is a subsidiary of Buzzacott LLP and BFSL is an independent financial adviser, authorised and regulated by the FCA. We may assist you and BFSL during the course of any advice given by BFSL and comment on, or explain, the advice received (but not make alternative recommendations). BFSL 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. To suit your particular circumstances we may refer you to other appropriate regulated third parties.

23. Termination

- 23.1. Each Engagement Contract may be terminated in the following ways (in addition to those identified above and below):
- 23.1.1. automatically, when we finish providing the relevant Services to you; or
 - 23.1.2. for any reason, and at any time, by one party giving no less than 30 days' written notice to the other.
- 23.2. Any one or more Engagement Contracts may be terminated by us giving written notice to you, to take effect immediately (or at such later date as we may decide), in any of the following circumstances: (a) non-payment of our due Charges; (b) your provision of instructions that, in our opinion, give rise to a significant risk of conflict with any law, regulation or rule of professional conduct or ethical or practice guideline; or (c) where there is a threat or risk of violence, injury, or other danger, whether it be physical, psychological or moral danger to the well-being of any of our Staff.
- 23.3. Upon termination taking effect under this clause, you are responsible for paying any outstanding Charges, including those not yet invoiced at the date of termination.
- 23.4. In some instances, we may be unable to give you reasons or prior notice for the termination of the Engagement Contracts.

24. Assignment and transfer of business

- 24.1. Neither you nor we may assign any of our respective rights or obligations under any Engagement Contract to any third party without the prior written consent of the other party.
- 24.2. In the event that we undergo any kind of merger, acquisition, absorption, incorporation or other transition which results in Buzzacott LLP, or any part of our business, no longer being carried on as a discrete practice and its business (or that part) being carried on by another person, then you agree that we may terminate any or all of the Engagement Contracts and, at our request, you will take reasonable steps to assist in the transfer by novation to that other person of such part of our Services under each Engagement Contract as remain unperformed at the date of that termination.

25. PrimeGlobal

- 25.1. We are a member of PrimeGlobal, a worldwide association of independent accounting firms and business advisers. PrimeGlobal does not and cannot offer any professional services to clients. We are not in partnership with PrimeGlobal or with any other member firm of PrimeGlobal nor do we act as an agent for PrimeGlobal or of any other member firm of PrimeGlobal. No PrimeGlobal member firm has the authority to enter into legal obligations on behalf of the association or of any other member firm.
- 25.2. If we introduce you to another PrimeGlobal member firm, we shall not have any liability for any work performed by that firm. You should make your own contractual arrangements with that firm for work that they perform.
- 25.3. You agree that this contractual relationship is between us and you only, and cannot be extended to PrimeGlobal or to any other member firm of PrimeGlobal, and you undertake not to make any claim or bring any proceedings against either PrimeGlobal or any other member of PrimeGlobal in relation to work covered by this Engagement Contract.

26. Respect and Inclusion

- 26.1. We expect all interactions between us to be courteous with all parties being aware of their own behaviour towards others. Interactions should always be conducted in a calm and professional manner with all parties being mindful and respectful of people's differences.

27. Other matters

- 27.1. Each Engagement Contract shall be governed by, and construed in accordance with, the laws of England and Wales. Any dispute arising under, or in any way connected with, an Engagement Contract shall be subject to the exclusive jurisdiction of the English courts, provided that we in our sole and unfettered discretion may commence proceedings against you in any other court. You irrevocably waive any right you may have to object to any 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.
- 27.2. We shall not be liable to you if we are unable to perform our Services as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us, we shall notify you as soon as reasonably practicable. Either party may terminate any affected Engagement Contract in such circumstances by giving immediate written notice to the other.
- 27.3. Each clause, sub-clause and term of an Engagement Contract, to the maximum possible extent, constitutes a separate and independent provision and if any provision of an Engagement Contract is judged by any court or authority of competent jurisdiction to be void or unenforceable, then the remaining provisions shall continue in full force and effect.