

Appendix 1: General Terms of Business

The following terms of business apply to all engagements accepted by KM Business Solution Ltd. All work is carried out under these terms except where changes are expressly agreed in writing.

1.0 Definitions

1.1 KM Business Solutions Ltd is a firm of Chartered Accountants and Business Advisors operating as a Limited Company and is referred to in these Terms of Business as “the Firm”, “we”, “us” or “our” and includes our staff members. References in these Terms of Business to “you” or “your” are the persons or entities who are our clients for the Engagement.

1.2 “Engagement Letter” means the letter and enclosures (including these terms of business) sent to you which set out the basis of our contract with you.

1.3 “Engagement” means the services which we provide pursuant to the Engagement Letter.

1.4 “Services” means the professional services delivered to you that are the subject of the engagement letter.

1.5 “Staff members” means personnel directly or indirectly assigned to the engagement.

1.6 Unless otherwise specifically agreed in the Engagement Letter, the Engagement Letter replaces any previous agreements between us in relation to or in contemplation of the Engagement and shall apply to any future engagement we carry out on your behalf unless varied or replaced. The Engagement Letter (which includes these Terms of Business) constitutes the entire agreement between us. In entering into this Engagement Letter you acknowledge that you have not relied upon, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Engagement Letter.

2.0 Applicable Law

2.1 Our engagement letter, which includes the schedules of services and our general terms of business are governed by and should be construed in accordance with English Law. Each party agrees that the Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matters arising from it on any basis. Each party irrevocably waives any right to object to any action being brought in those Courts, to claim that the action has been brought in an inappropriate forum, or to claim that those Courts do not have jurisdiction.

2.2 We will not accept responsibility if you act on advice previously given to us without first confirming with us that the advice is still valid in light of any change in the law or in your circumstances. We will accept no liability for losses arising from changes in the law, or the interpretation thereof, that occur after the date on which the advice is given.

3.0 Client identification

3.1 As with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases. If we are not able to obtain satisfactory evidence of your identity, we will not be able to proceed with the engagement.

4.0 Quality of Service

4.1 We are committed to providing you with a high-quality service that is both efficient and effective. If at any point you would like to discuss with how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know by contacting our Practice Manager Jan Maclean. We undertake to look into any complaint carefully and promptly, and to do all we can to explain the position to you. If we do not answer your complaint to your satisfaction, you may, of course, take up the matter with our professional body, the Institute of Chartered Accountants in England, and Wales.

5.0 Confidentiality

5.1 Unless we are authorised by you to disclose information on your behalf, we confirm that if you give us confidential information we will, at all times during and after this engagement, keep it confidential, except as required by law, or as provided for in any regulatory, ethical, or other professional pronouncements applicable to us or our engagement.

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

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

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

5.5 We may, on occasions, subcontract work on your affairs to other tax or accounting professionals. The subcontractors will be bound by our client confidentiality terms.

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

5.7 This applies in addition to our obligations on data protection in section 7.0.

5.8 We reserve the right, for the basis of promotional activity, training or for other business purpose, to mention that you are a client. As stated above we will not disclose any confidential information.

6.0 Conflicts of Interest

6.1 We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client unless we are unable to do so because of our confidentiality obligations. We have safeguards that can be implemented to protect the interests of different clients if a conflict arises. Where conflicts are identified which cannot be managed in a way that protects your interests then we regret that we will be unable to provide further services.

6.2 If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests then we will adopt those safeguards. In resolving the conflict, we would be guided by the Institute of Chartered Accountants in England and Wales' code of Ethics, which can be viewed at icaew.com/en/membership/regulations-standards-and-guidance/ethics. During and after our engagement, you agree that we reserve the right to act for other clients whose interests are or may compete with or be adverse

to yours, subject of course, to our obligations of confidentiality and the safeguards set out in the paragraph on confidentiality above.

7.0 Data Protection

7.1 In this clause, the following definitions shall apply:

‘client personal data’ means any personal data provided to us by you, or on your behalf, for the purpose of providing our services to you, pursuant to our engagement letter with you;

‘data protection legislation’ means all applicable privacy and data protection legislation and regulations including PECR, the GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or amended from time to time

7.2 We shall be considered an independent data controller in relation to client personal data. Each of us will comply with all requirements and obligations applicable to us under the data protection legislation in respect of the client personal data.

7.3 You shall only disclose client personal data to us where:

(i) you have provided the necessary information to the relevant data subjects regarding its use (and you may refer to our privacy notice available at <http://kmbusinesssolutions.co.uk/page/PrivacyPolicy> for this purpose);

(ii) you have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject’s consent, and

(iii) you have complied with the necessary requirements under the data protection legislation to enable you to do so.

You agree to indemnify us in relation to any loss arising in respect of any failure by you to provide the necessary information to the relevant data subjects in relation to (i) to (iii) above.

7.4 Should you require any further details regarding our treatment of personal data, please contact our Practice Manager.

7.5 We shall only process client personal data:

(i) in order to provide our services to you and perform any other obligations in accordance with our engagement with you.

(ii) in order to comply with our legal or regulatory obligations; and

(iii) where it is necessary for the purposes of our legitimate interests and those interest are not overridden by the data subjects’ own privacy rights. Our privacy notice (available at <http://kmbusinesssolutions.co.uk/page/PrivacyPolicy>)contains further details as to how we may process client personal data

7.6 For the purpose of providing our services to you, pursuant to our engagement letter, we may disclose the client personal data to members of our firm’s network, 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 of the European Economic Area (EEA). We will only disclose client personal data to a third party (including a third party outside of the EEA) provided that the transfer is undertaken in compliance with the data protection legislation.

We may disclose the client personal data to other third parties in the context of a possible sale, merger, restructuring or financing of or investment in our business. In this event we will take appropriate measures to ensure that the security of the client personal data continues to be ensured in accordance with data protection legislation. If a change happens to our business, then the new owners may use our client personal data in the same way as set out in these terms.

7.7 We shall maintain commercially reasonable and appropriate security measures, including administrative, physical, and technical safeguards, to protect against unauthorised or unlawful processing of the client personal data and against accidental loss or destruction of, or damage to, the client personal data.

7.8 In respect of the client personal data, provided that we are legally permitted to do so, we shall promptly notify you in the event that:

- (a) We receive a request, complaint, or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or in respect of our processing of their personal data.
- (b) We are served with an information, enforcement or assessment notice (or any similar notice) or receive any material communication in respect of our processing of the client personal data from a supervisory authority as defined in the data protection legislation (for example in the UK, the Information Commissioner's Officer); or
- (c) We reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure, or alteration of, the client personal data.

7.9 Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of us to comply with the data protection legislation in respect of the services provided to you in accordance with our engagement letter with you in relation to those services.

8.0 Disengagement

8.1 Should we resign or are asked to resign we will normally issue a disengagement letter to ensure that our respective responsibilities are clear. For non-audit clients, if we have no contact with you for a period of 12 months or more, we may issue to your last known address a disengagement letter and hence cease to act.

9.0 Electronic and Other Communication

9.1 Unless you instruct us otherwise, we may, if appropriate, communicate with you and with third parties via email or by other electronic means including data rooms or equivalent arrangements for data sharing. You are responsible for assigning appropriate access rights and access controls in relation to information accessed by your staff via a data room or equivalent arrangement. We will ensure that appropriate access rights and controls are in place in relation to our staff accessing information via a data room or equivalent arrangement. In relation to email or other electronic communication, the recipient is responsible for virus checking emails and any attachments.

9.2 With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection, or interception by third parties. We use virus-scanning software to reduce the risk of viruses and similarly damaging items being transmitted in emails or by electronic storage devices. Nevertheless, electronic communication is not totally secure, and we cannot be held responsible for damage or loss caused by viruses or for communications which are corrupted or altered after despatch. Nor can we accept any liability for problems or accidental errors relating to this means of communication, especially in relation to commercially sensitive material. These are risks you must bear in return for greater efficiency and lower costs. If you do not wish to accept these risks, please let us know and we will communicate by paper mail, other than where electronic submission is mandatory.

9.3 Any communication by us, with you, sent through the postal system is deemed to arrive at your postal address between two and four working days after the day that the document was sent.

10.0 Fees and Payment Terms

10.1 Unless otherwise arranged, our fees will be agreed with you at the start of the engagement. Our fees may depend not only upon the time spent on your affairs but also on the level of skills and responsibility and the importance and value of the advice that we provide, as well as the level of risk.

10.2 If we provide you with an estimate of our fees for any specific work, then the estimate will not be contractually binding unless we explicitly state that this will be the case.

10.3 If requested, we may indicate a fixed fee for the provision of specific services or an indicative range of fees for a particular assignment. It is not our practice to identify fixed fees for more than a year ahead, as such fee quotes need to be reviewed in the light of events. If it becomes apparent to us, due to unforeseen circumstances, that the fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.

10.4 In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by HM Revenue and Customs (HMRC). Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Other than where such insurance was arranged through us, you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.

10.5 Our fees will be billed at appropriate intervals during the year and will be due on presentation. Our fees are exclusive of VAT which will be added where it is chargeable. Any disbursements we incur on your behalf and expenses incurred in the course of carrying out our work for you will be added to our invoices where appropriate. For tax only instructions, the first year's tax return invoice is issued before work commences and the terms are immediate payment.

10.6 Unless otherwise agreed to the contrary our fees do not include the costs of any third party, counsel, or other professional fees. Should these costs be incurred to fulfil our engagement, then such necessary additional charges may be payable by you.

10.7 For certain engagements it is our normal practice to ask clients to pay by monthly direct debit and periodically to adjust the monthly payment by reference to actual billings.

10.8 We reserve the right to charge interest on late paid invoices at the rate of 5% above bank base rates under the Late Payment of Commercial Debts (Interest) act 1998. We also reserve the right to suspend our services or to cease to act for you, having given written notice, if payment of any fees is unduly delayed. We intend to exercise these rights only where it is fair and reasonably to do so.

10.9 If you do not accept that an invoiced fee is fair and reasonable you must notify us within 21 days of receipt, failing which you will be deemed to have accepted that payment is due.

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

10.11 Where it is necessary for us to perform work outside the responsibilities set out in our engagement letter, may we remind you that this will involve additional time being spent on your affairs and will therefore involve higher fees. Whilst we are happy to assist you in any way we can, we feel that you may wish to take particular care to ensure that your work has been correctly completed to a stage where we can begin to provide a service for you.

10.12 It has been expressly agreed that, at any time when fees invoiced to you have become overdue for payment, we may give you notice in writing of our intention to suspend our professional duty to you, and we shall not be liable for any loss you may suffer as a result of our failure to carry out, during the period of suspension, any of the services we have agreed to perform.

10.13 If, for any reason, you or we choose to terminate our contract prior to the period of engagement agreed in the engagement letter, we will invoice you for the work performed to date at the appropriate hourly principal and staff charge out rates.

11.0 Implementation

11.1 We will only assist with implementation of our advice if specifically instructed and agreed in writing.

12.0 Intellectual property rights and use of our name

12.1 We will retain all intellectual property rights in any document prepared by us during the course of carrying out the engagement except where the law specifically states otherwise.

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

13.0 Interpretation

13.1 If any provision of our engagement letter or terms of business is held to be void, that provision will be deemed not to form part of this contract. In the event of any conflict between these terms of business and the engagement letter or appendices, the relevant provision in the engagement letter or schedules will take preference.

14.0 Internal disputes within a client

14.1 If we become aware of a dispute between the parties who own the business, or are in some way involved in its ownership and management, it should be noted that our client is the business and we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties we will continue to supply information to either the registered office or normal place of business for the attention of the directors or proprietors. If conflicting advice, information or instructions are received from different directors or principals in the business we will refer the matter back to the board of directors/partnership and take no further action until the board/partnership has agreed the action to be taken.

15.0 Investment Advice (including Insurance Distribution Services)

15.1 Investment business is regulated by the Financial Services and Markets Act 2000.

15.2 If, during the provision of professional services to you, you need advice on investments (including insurances) we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, we are licensed by the Institute of Chartered Accountants in England and Wales, we may be able to provide certain investment services where these are complementary to or arise out of the professional services we are providing to you.

15.3 In order to simplify the conduct of investment business, it is the policy of the firm to refer all matters relating to investment business products and financial services as defined below, to KM Financial Solutions LLP (KMFS). KMFS is regulated by the Financial Conduct Authority (FCA) with regard to its conduct of investment business under the Financial Services and Markets Act 2000. It is the policy of our firm to refer all matters relating to advice on the following to KMFS:

1. Pension products.
2. Life assurance and related contracts.
3. Investment and savings products, and
4. Personal financial planning

15.4 The satisfactory performance of the investment services listed above will be the responsibility of KMFS who will require you to sign a client's agreement setting out the terms on which the business will be conducted. KMFS will inform you in writing of the full amounts of any commissions receivable in connection with any such transactions effected by you.

15.5 We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Institute of Chartered Accountants of England and Wales. The register can be accessed from the Financial Conduct Authority's website at www.fca.org.uk/register.

15.6 In the unlikely event that we cannot meet our liabilities to you, you may be able to claim compensation under the Chartered Accountants' Compensation Scheme in respect of exempt regulated activities undertaken.

16.0 Lien

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

17.0 Limitation of Third-Party Rights

17.1 The advice and information we provide to you as part of our service for your sole use, and not for any third party to whom you may communicate it, unless we have expressly agreed in the engagement letter that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, for any advice, information or material produced as part of our work for you which you make available to them. A party to this agreement is the only person who has the right to enforce any of its terms and no rights or benefits are conferred on any third party under the Contracts (right of Third Parties) Act 1999.

18.0 Period of Engagement and Termination

18.1 Unless otherwise agreed in our engagement letter, our work will begin when we receive implicit or explicit acceptance of that letter. Except as stated in that letter we will not be responsible for periods before that date.

18.2 Each of us may terminate our agreement by giving not less than 21 days' notice in writing to the other party except if you fail to cooperate with us or we have reason to believe that you have provided us or HMRC with misleading information, in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.

18.3 We reserve the right to terminate the engagement between us with immediate effect in the event of: your insolvency, bankruptcy or other agreement being reached with creditors; an independence issue or change of law which means we can no longer act; failure to pay our fees by the due dates; or either party being in breach of their obligations if this is not corrected within 30 days of being asked to do so.

18.4 In the event of termination of our contract, we will endeavour to agree with you the arrangements for the completion of work in progress at that time, unless we are required for legal or regulatory reasons to cease

work immediately. In that event, we shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

19.0 Quality Control

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

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

20.0 Reliance on Advice

20.1 We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example during the course of a meeting or telephone conversation) and you wish to be able to rely on that advice, you must ask for the advice to be confirmed by us in writing. Advice is valid as at the date it was given.

21.0 Retention of Papers

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

- Individuals, trustees, and partnerships:
 - With trading or rental income: five years and 10 months after the end of the tax year.
 - Otherwise: 22 months after the end of the tax year.
- Companies, Limited Liability Partnerships, and other corporate entities:
 - Six years from the end of the accounting period.

21.2 Whilst certain documents may legally belong to you, we may destroy correspondence and other papers that we store electronically or otherwise that are more than six years old, except documents we think may be of continuing significance. You must tell us if you wish us to keep any document for any longer period. We reserve the right to destroy documents after a shorter period if our policy changes.

22.0 The Provision of Services Regulations 2009

22.1 We are registered to carry out audit work in the UK by the Institute of Chartered Accountants in England and Wales. Details of our audit registration can be viewed at www.auditregister.org.uk for the UK, under reference number CO01013312.

22.2 Our professional indemnity insurer is Royal Sun Alliance PLC, of 1 Plantation Place, 30 Fenchurch Street, London, EC3M 3BD. The territorial coverage worldwide excluding professional business carried out from an office in the United States of America or Canada and excludes any action for a claim brought in any court in the United States or Canada.

23.0 Professional Rules and Statutory Obligations

24.1 We will observe and act in accordance with the Byelaws, regulations and Code of Ethics of the Institute of Chartered Accountants of England and Wales including Professional Conduct in Relation to Taxation and will accept instructions to act for you on this basis. In particular you give us the authority to correct errors made by HMRC if we become aware of them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. You can see copies of these requirements in our offices. The requirements are also available online at www.icaew.com/en/members/regulations-standards-and-guidance.

23.2 We confirm that we are statutory auditors eligible to conduct audits under the Companies Act 2006. When conducting audit work we are required to comply with the Ethical and Auditing Standards issued by the FRC, which can be accessed online at <https://www.frc.org.uk/auditors/audit-assurance/standards-and-guidance>. We are also required to comply with the Audit Regulations and Guidance which can be accessed at <https://www.icaew.com/technical/audit-and-assurance/regulation-and-working-in-audit/working-in-the-regulated-area-of-audit/audit-regulations-for-uk-and-ireland-2020>

24.0 Timing of our Services

25.1 If you provide us with all the information and explanations on a timely basis in accordance with our requirements, we will plan to undertake the work within a reasonable period of time to meet any regulatory deadlines. However, failure to complete our services prior to any such regulatory deadline would not, of itself, mean that we are liable for any penalty or additional cost arising.