Terms of Business

The following standard terms of business apply to all engagements accepted by Berg Kaprow Lewis LLP/BKL Audit LLP/BKL Probate LLP ("**BKL**" as relevant). All work carried out is subject to these terms except where changes are expressly agreed in writing.

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

We are bound by the ethical guidelines of our professional Institute (the Institute of Chartered Accountants in England and Wales – "**ICAEW**") and accept instructions to act for you on the basis that we will act in accordance with those ethical guidelines.

We will not be responsible for any losses, penalties, surcharges, interest, or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or your or others' failure to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or the tax or other authorities.

Much of the advice that we give is time critical and as a result, should a delay occur between the giving of our advice and any decision by you to act upon it, we recommend that in the first instance you check with us to enquire as to whether our advice is still current before acting upon it.

1. Investment And Mortgage Advice – Exempt Regulated Activities

1.1 Although we are not authorised by the Financial Conduct Authority ("FCA") to conduct Investment or Mortgage Business, we are licensed by the ICAEW to provide certain limited financial services where these are complementary to, or arise out of, the professional services we are providing to you.

1.2 Such assistance may include the following:

(a) Advising you on investments or mortgages generally, but not recommending a particular investment or type of investment.

(b) Referring you to our associated companies, Integral Private Finance Services Limited ("IPFS") (an appointed representative of Intrinsic Mortgage Planning Ltd which is authorised by the FCA) and BKL Wealth Management ("BKLWM") (an appointed representative of Vintage Wealth Management Ltd which is authorised by the FCA) and assisting you and IPFS and BKLWM during the course of any advice given by them. This may include comment on, or explanation of, the advice received (but we will not make alternative recommendations). IPFS and BKLWM will issue you with their own terms and conditions letter, will be remunerated separately for their services and will take full responsibility for compliance with the requirements of the Financial Services and Markets Act 2000. The members of BKL have a financial interest in IPFS and BKLWM and although the firm does not receive introductory commissions from IPFS or BKLWM, one of the firm's members is entitled to receive a share of the profits from IPFS and BKLWM.

(c) Referring you to another Permitted Third Party ("PTP") (an independent firm authorised by the FCA), assisting you and the PTP during the course of any advice given by that party and commenting on, or explaining, the advice received (but not making alternative recommendations). The PTP will issue you with their own terms and conditions letter, will be remunerated separately for their services and will take full responsibility for compliance with the requirements of the Financial Services and Markets Act 2000.

(d) Advising on the sale of a contractually based investment other than disposing of any rights or interests which you may have as a member of a personal pension scheme.

(e) Advising on the sale of a contractually based investment other than disposing of any rights or interests which you may have as a member of a personal pension scheme.

(f) Assisting you in making arrangements for transactions in investments in certain circumstances.

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

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

(a) Advise the company, existing or prospective shareholders in relation to exercising rights, taking benefits or share options, valuations and methods of such valuations.

(b) Arrange any agreements in connection with the issue, sale or transfer of the company's shares or other securities.

(c) Arrange for the issue of new shares.

(d) Act as the addressee to receive confirmation of acceptance of offer documents etc.

1.4 To enable us to provide you with a proper service, there may be occasions when we will need to contact you without your express permission concerning investment business matters. For example, it may be in your interests to sell a particular investment, and we would wish to inform you of this. We may therefore contact you in such circumstances. We shall of course comply with any restrictions you may wish to impose which you notify to us in writing.

1.5 Where the services of IPFS or BKLWM are requested, it is an implied condition that you agree to the free flow between IPFS or BKLWM and us with regard to any information held by either party. Permission to supply such information is granted by the signing of the Letter of Engagement.

1.6 If you are dissatisfied in any way with our services described in this section, you should follow the procedures set out in the 'Quality of Service' section below. In the unlikely event that we cannot meet our liabilities to you, you may be able to claim compensation under the ICAEW Compensation scheme

1.7 Insurance mediation activities

1.8 Although we are not authorised by the Financial Conduct Authority, we are included on the register maintained by the Financial Conduct Authority so that we might 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 in England and Wales. The register can be accessed via the Financial Conduct Authority website at https://www.fca.org.uk/firms/financial-services-register.

2. Limitation of Liability

2.1 Any agreement for the supply of the services referred to in the Letter of Engagement shall be solely between BKL and you. By signing the Letter of Engagement, you acknowledge and agree that none of the individual members, principals, employees, servants, or agents of BKL, or any of them, shall owe or accept any duty to you, whether in contract or in tort (including, without limitation, negligence, and breach of statutory duty) or howsoever otherwise arising, and that none shall be liable to you, in respect of any loss or damage caused by, or arising from, the supply of the said services to you.

2.2 Subject to, and without derogating from the effect of the above paragraph the aggregate liability of BKL, its partners, members, principals, employees, servants, or agents or any of them whether in contract, tort (including negligence) or otherwise for damage caused by, or arising from, our supply of services to you (including amounts in respect of interest and legal costs) shall be limited to such amount as shall be equal to the higher of the amount stated in the letter of engagement or 20 times the amount, or aggregate amount, of the fees (net of VAT) invoiced to you in relation to the specific matter out of which any claim may arise for loss and damage alleged to have been caused by or arising from our supply of the said services.

2.3 For the purposes of the above paragraph, “damage” shall mean the aggregate of all losses or damages (including interest thereon if any) and costs suffered or incurred directly or indirectly by you and such other persons whom we have agreed in writing shall have the benefit of and may rely on the services which we supply on the terms hereof.

2.4 Without prejudice to any other limitation clause elsewhere in the Letter of Engagement, BKL’s liability shall be limited to that proportion of loss which it would be just and equitable to require BKL to pay having regard to the extent of BKL’s responsibility for the same and on the basis that those other advisers, contractors, consultants and suppliers who were engaged in connection with our services shall be deemed to have paid to you such proportion as it would be just and equitable for them to pay having regard to the extent of their responsibility.

2.5 The limitation of our liability referred to in the above paragraphs shall apply to non-audit services notwithstanding any express or implied term or condition contained in the Letter of Engagement, any other agreement between us, or any warranty or representation by us. However, the limitation of our liability will not apply to any losses, damages or costs which arise from the fraud or dishonesty of this firm, its partners, members, principals, employees, servants, or agents.

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

2.7 Subject to, and without derogating from the effect of the above paragraphs, we accept the benefit of this agreement as agent and trustee of each of our partners, members, principals, employees, servants, or agents.

2.8 This paragraph only applies if you are a professional services firm and will be passing our advice on to your clients: We recognise that you are advising one or more of your clients (together your "**Relevant Client**" or "**Relevant Clients**" as the case may be) based on our advice to you and that as a result a duty of care may be owed by us to them. We provide our advice on the strict understanding that our aggregate liability to your Relevant Clients and you shall be limited as set out above in the aggregate and that you will ensure that each Relevant Client shall undertake to limit any claims as necessary or appropriate and to take all such steps as may be required to give effect to the aggregate limit of liability described above. Accordingly, you undertake that you shall not disclose our advice to any Relevant Client who has not before such disclosure given such an undertaking. You further warrant and represent that you have authority from each Relevant Client to act as their agent and on their behalf, in agreeing to the limitation of our liability and our aggregate liability as provided for in this paragraph and the preceding paragraph.

2.9 You will not hold (i) Berg Kaprow Lewis LLP; (ii) BKL Audit LLP; (iii) BKL Probate LLP; (iv) Wilson Wright LLP; (v) CFPro Limited; and (vi) their respective partners, members, principals, agents, consultants, and employees, (together, each being an "**Indemnified Person**"), responsible, to the fullest extent permitted by law, for any loss suffered by you arising from any misrepresentation (intentional or unintentional) supplied to an Indemnified Person orally or in writing. This applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to a transaction and their directors, officers, employees, agents or advisers. However, this exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry.

2.10 Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities where you or others supply incorrect or incomplete information or fail to supply any appropriate information or where you fail to act on our advice or respond promptly to communications from us or the tax authorities. Further, we will not be liable to you for any delay or failure to perform our obligations if the delay or failure is caused by circumstances outside our reasonable control.

2.11 We would advise you to take independent advice before signing our letter of engagement because by doing so you will agree to its terms including the limitations on our liability.

3. Advice From Other Professional Advisers

3.1 On occasion we may need with your prior approval to obtain specialist advice from other advisers in relation to matters outside our own expertise, including from Counsel or overseas tax or legal advisers. The other advisers will be bound by our client confidentiality terms. Where we do so, the conditions stated below will apply.

3.2 We will instruct other advisers only as your agent.

In providing the Services, we may allocate work to appropriately qualified and supervised members of our firm, including specialist or centralised teams, where this is necessary or appropriate for the efficient and effective delivery of the Services.

We may also engage and share relevant information with authorised third-party service providers who support us in delivering the Services, including in relation to company secretarial, regulatory, compliance, administrative, technology or support functions. Any

such third parties will be subject to appropriate contractual obligations, including confidentiality and data protection requirements.

Where we are authorised to act on your behalf in relation to Companies House filings or other statutory submissions, we may access and use relevant Companies House online services, filing systems and authentication credentials, and may permit appropriately authorised employees or service providers to do so on our behalf, solely for the purpose of delivering the Services. You are responsible for ensuring that any authentication credentials provided to us are accurate and that you have authority to permit their use for the purposes described above.

We remain responsible for the Services provided to you in accordance with the terms of this engagement and will ensure that appropriate oversight, supervision, and quality control arrangements are maintained at all times.

By accepting this engagement, you authorise us to delegate work and share information as described above where necessary to perform our contractual and regulatory obligations.

3.3 We do not undertake to review or check any advice provided by other advisers and we accept no liability in respect of its accuracy completeness or appropriateness including if our own advice proves to be incorrect or sub-optimal as a result of our relying on such advice.

3.4 You will be solely responsible for payment of such advisers' fee, whether billed to you directly or to us.

4. Basis of Advice

4.1 Our advice is based on the facts presented to us. We will make relevant enquiries of you which we believe are reasonably appropriate, but we rely on you to inform us of all material facts relevant to our advice.

4.2 Notwithstanding anything to the contrary contained in the Letter of Engagement, we shall not be construed as owing any greater duty than the use of reasonable skill and care in accordance with the normal standards of chartered accountants.

4.3 Our advice is provided to and for the benefit of you, the client. You agree that you will not without our written consent disclose it to third parties and we do not under any circumstances accept any liability to third parties acting in reliance on it.

4.4 Our advice is given as at the date the advice is provided and is specific to the transaction or circumstance for which the advice is provided. It cannot be assumed that the advice is appropriate to the same transaction at a later date or another transaction, however similar to the one on which the advice has been given. Unless we agree otherwise in writing, we have no responsibility to update our advice following the date it is provided, or to monitor its continuing relevance or suitability for your purposes.

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

4.6 Tax rules change constantly. Fresh advice should be taken if a transaction is delayed, or if a transaction is to be repeated or if a similar transaction is to be undertaken. We will

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

4.7 We accept no responsibility to update our advice for these circumstances once our advice has been issued to you, unless you request us to do so, in which case we will agree the scope of such update and fee with you.

4.8 Please note that as accountants we are not qualified to provide legal advice.

4.9 Unless specifically instructed we will not review or comment on advice given by previous advisers.

5. Client Monies

5.1 We may, from time to time, hold money on your behalf. Such money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the ICAEW.

5.2 All client monies will be held in an interest-bearing account. In order to avoid an excessive amount of administration, interest will only be paid to you where the amount earned in any calendar year exceeds £100. Subject to any tax legislation, interest will be paid gross.

5.3 If the total sum of 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 client bank account designated to you. All interest earned on such money will be paid to you. Subject to any tax legislation, interest will be paid gross.

5.4 We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. If any funds remain in our client account that are unclaimed and the client to which they relate has remained untraced for five years or we as a firm cease to practise, then we may pay those monies to a registered charity.

6. Fees

6.1 Our fees are based on a number of factors including the time spent on your affairs by the partners and our staff, the levels of skill and responsibility involved, the complexity of the advice we're providing, the level of risk involved and the value to you of our advice. We may sometimes agree a specific fee in advance.

6.2 We may request that you pay a proportion of our fees in advance and in addition we will be entitled to require payments on account. Otherwise, our fees will be charged at appropriate intervals during the course of providing our services and will be due for payment within 14 days of issue of the invoice. Settlement of fees by MasterCard and Visa is accepted.

6.3 If it becomes necessary for us to withdraw from the engagement for any reason, or if you terminate our engagement, our fees for work performed up to that date will be payable by you.

6.4 Notwithstanding any other changes, our fees shall increase annually in line with the underlying rate of inflation.

6.5 You hereby unconditionally and irrevocably waive any rights of set-off, netting, offset, recoupment, or similar rights that you have or may have with respect to the payment

of our fees or any other payments to be made by you pursuant to the Letter of Engagement.

7. Non-Solicitation, Etc

7.1 You agree not to offer employment to any BKL personnel working on an engagement or induce or solicit any such person to take up employment with you or any related business connected with you; nor will you use the services of any such person, either independently or via a third party, for a period of six months following the end of any involvement by that person with any engagement for you. Breach of this condition leading to the employment or engagement of any person concerned by you will render you liable to pay BKL liquidated damages equal to an aggregate amount of 30% of the annual salary of that person immediately prior to their departure.

8. Retention of Records

8.1 During the course of our work, we will collect information from you and others acting on your behalf and will generally return any original documents to you following the assignment.

8.2 Documents and records relevant to your tax affairs are required by law to be retained as follows:

i. Individuals, trustees and partnerships:

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

iii. otherwise: 22 months after the end of the tax year.

iv. Companies, Limited Liability Partnerships, and other corporate entities:

v. six years from the end of the accounting period.

8.3 Whilst certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store which are more than seven years old, other than documents which we consider to be of continuing significance. If you require retention of any document, you must notify us of that fact in writing.

9. External Review

9.1 It is a requirement of the ICAEW (the body by whom we are regulated) to arrange each year for a certain number of our files and working papers to be reviewed by an independent qualified external reviewer. This reviewer will be subject to a confidentiality agreement. By signing the Letter of Engagement, you agree that, to the extent necessary to carry out this external review, we may allow the reviewer access to any of our files concerning your affairs.

10. Dealing with HM Revenue & Customs

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

10.2 We will take account of the steps and checks suggested by HMRC in their 'Agent Toolkits'. While use of the Toolkits is voluntary, we will ensure that our quality control

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

10.3 Please note that we accept no liability for delays in the provision of our services where such delays are as a result of HMRC services and access issues.

11. Electronic Communication

11.1 Internet communications are capable of data corruption, non-receipt, delayed receipt, inadvertent misdirection or interception by third parties, and therefore we do not accept any responsibility for changes made to such communications after their despatch. It may therefore be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. To reduce risk we have firewalls and anti-virus software in place, however electronic communication is not absolutely secure. We do not accept responsibility for any damage, loss, errors or problems that may arise through the use of internet communication, including those caused by viruses or other malware, and all risks connected with sending commercially sensitive information relating to your business are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.

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

11.3 We may use software programmes, Artificial Intelligence ("AI") and internal and external search engines in the performance by us of the services that we provide to you. In engaging with us, you consent to us doing so. We will not do so in a way that will breach any duties of confidentiality that we owe you and we will do so with reasonable skill and care and in accordance with the usual duties owed by professional accountants to their clients.

11.4 You accept and consent that our use as set out in this clause can extend to technological developments of AI, research purposes and benchmarking, so long as we do not breach our duties of confidentiality to you.

11.5 If you do not wish us to use AI in the services that we provide to you then please let us know immediately by contacting the engagement partner named in the letter of engagement. Please note that refusing to permit our use of AI will almost inevitably give rise to an increase in the costs that we will charge for the work that we carry out.

12. Data Protection Act

12.1 Our Privacy Policy, which can be found on our website Privacy policy - BKL, explains how we process personal data in respect of the various services that we provide. We are registered as a Data Controller with the Information Commissioner's Office as required by the UK Data Protection Act 2018.

12.2 We confirm that we have adequate security measures in place to protect all personal data which has been provided to, processed or stored by us, which includes organisational, administrative, physical and technical safeguards. Such safeguards help to keep personal data secure and protect it from unauthorised access, unlawful processing and against accidental loss, destruction, or damage.

12.3 Our Privacy Policy, which can be found on our website Privacy policy - BKL, explains how we process personal data in respect of the various services that we provide.

12.4 In the course of providing services to you, we may disclose personal data to other firms in our network, regulatory bodies, third-party partners or suppliers, or a buyer of our business. We will only export personal data you supply to us outside of the UK/EU/EEA where it is necessary for the performance of our obligations under these Terms of Business, or as you may instruct us, and you consent to such data exports taking place. A list of our sub-processors can be viewed at Data subprocessors - BKL.

12.5 Where we use cloud-based services and applications to undertake our business activities, you are advised that the Cloud Service Provider's terms and conditions may indicate that processing takes place outside of the UK/EU/EEA. A list of sub-processors can be viewed at Data subprocessors - BKL.

12.6 Depending upon the nature of the work we undertake for our clients, we may be acting either as a Data Controller or Data Processor. For clarity:

(a) Whilst working on client accounts, we decide how to process personal data based upon our professional standards, our duty of care, and our need to act independently in accordance with our ethical obligations. We are required to take responsibility any personal data we process. In such circumstances, we will be acting as a Data Controller and have responsibilities as such in accordance with the UK Data Protection Act 2018.

(b) If we have been engaged simply to process data (including personal data) strictly in accordance with the written instructions received from a client, we will be acting as a Data Processor in accordance with the UK Data Protection Act 2018.

12.7 In order for us to:

(a) Discharge the services agreed within these Terms of Business,

(b) Comply with our legislative and regulatory obligations,

(c) Update and manage our client records, and

(d) Undertake management and monitoring activities

We may obtain, process and store your data, including your personal data. For most routine

business activities, we will act as either a Data Controller or Data Processor, using information you have freely provided to us for the purposes you have authorised us to undertake. We only process personal data:

(e) In accordance with your written instructions, to process personal data only to the extent necessary to perform our obligations pursuant to these Terms of Business, our professional obligations and/or in accordance with your lawful written instructions,

(f) Ensuring that our employees who process your personal data have been trained and informed of their obligations in relation to personal data, and that they will process information in confidence and in compliance with data protection law,

(g) In line with the services you have asked us to provide, including delivering our professional obligations to you, and

(h) In accordance with our obligations under the UK Data Protection Act 2018.

12.8 At all times, you remain the 'Data Controller' for your and/or your organisation's personal data, which means:

(a) You have primary responsibility for complying with all applicable data protection legislation and regulations, including the UK Data Protection Act 2018.

(b) You have responsibility for ensuring appropriate technical and organisational controls are in place for processing personal data, including by your suppliers.

(c) You have read and understood the contractual data protection clauses, privacy notices and related supporting information made available by your suppliers.

(d) Where you disclose personal data to us, you confirm that such disclosure is fair and lawful and does not contravene any relevant requirements.

(e) You will ensure that there is a valid and lawful legal basis for sharing personal data with us, and fully indemnify and hold us harmless if such a legal basis is not in place or not valid, such that the activity causes us loss.

(f) You accept full responsibility and any consequences arising from (i) the unlawful sharing of personal data with us, and (ii) actions which follow the disclosure of any personal data which we may send to you.

(g) Prior to sharing data with us based upon a Power of Attorney, provide to us either an original or certified copy of power of attorney before sharing such data, and confirm that the relevant data subjects are made aware of this activity.

12.9 Where we act as a Data Controller, the applicable clauses within this sub-clause 8 will separately also become our responsibility, as they will apply to the activities for which we have a professional responsibility.

12.10 Unless it has been communicated that we are acting as a Data Controller, the role of Data Controller remains with you for the purposes of identifying, reporting and managing any breaches of personal data.

Specifically, you have responsibility for the reporting of personal data breaches to the Supervisory Authority (ICO). If we are acting as a Data Processor, we will promptly make you aware of the circumstances of any personal data breaches identified either by our personnel, IT systems or third-party suppliers. We will provide all reasonable support to you where we are in any way involved with the personal data breach.

Where we act as a Data Controller, the applicable clauses within this will separately also become our responsibility, as they will apply to the activities for which we have a professional responsibility.

12.11 Unless it has been communicated that we are acting as a Data Controller, the role of Data Controller remains with you for the purposes of receiving, investigating and responding to any data subject rights requests that may be received.

Specifically, you have responsibility for receiving, validating and responding to any data subject who wishes to exercise any of their rights as a Data Subject. If we are acting as a Data Processor and we receive any such data subject requests, we will forward them to you promptly and unanswered. We will provide all reasonable support to you in responding to a data subject request where we have been involved in data processing.

Where we act as a Data Controller, the applicable clauses within this will separately also become our responsibility, as they will apply to the activities for which we have a professional responsibility.

12.12 If you have engaged with us as a private client (rather than instructing us through a company or charity) you have various rights related to our management and processing of your personal data. handle your data in particular ways. Full details of these rights can be found in our Privacy Policy, which can be accessed from our website at Privacy policy - BKL.

12.13 In the course of providing the Services, we may collect, use, store and share personal data relating to you and individuals connected with you, including directors, officers, shareholders and employees. Such data may be shared with authorised employees of the firm and, where necessary, with authorised third-party service providers in accordance with the "Advice from other professional advisors" section above.

This may include the processing of personal data in connection with statutory filings and submissions made to Companies House and other public authorities where required to deliver the Services.

Details of how we process personal data, the categories of third parties with whom data may be shared, and any international transfers are set out in our Privacy Notice, Privacy policy - BKL which forms part of the terms of this engagement.

12.14 If you have any questions or concerns about the way in which we process personal data, in our capacity as either a Data Controller or a Data Processor, we will be happy to answer them. Please use the information provided in this engagement letter to contact us, and we will respond as quickly as possible.

13. Proceeds of Crime Act 2002 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("MLR 2017")

13.1 As with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. We are likely to request from you, and retain, some information and documentation for these purposes and/or to make searches of the appropriate databases. If we are not able to obtain satisfactory evidence of your identity within a reasonable time, there may be circumstances in which we are not able to proceed with the appointment.

13.2 The provision of professional services is a business in the regulated sector under the Proceeds of Crime Act 2002 and, as such, members, partners, principals, and staff in accountancy firms have to comply with this legislation which includes provisions that may require us to make money laundering disclosure in relation to information we obtain as part of our normal work. It is not our practice to inform you when such a disclosure is made or the reasons for it because of the restrictions imposed by the 'tipping off' provisions of the legislation.

13.3 In common with all accountancy and legal practices, we are required by the Proceeds of Crime Act 2002 and MLR 2017 to:

i. Maintain identification procedures for all new clients.

ii. Maintain records of identification evidence; and

iii. Report, in accordance with the relevant legislation and regulations, to the National Crime Agency. If we make such a report, we will not be able to tell you that a report has been made. We may have to stop working on your affairs for a period of time and may be unable to tell you why.

13.4 Any personal data received from you to comply with our obligations under the MLR 2017 will be processed only for the purposes of preventing money laundering or

terrorist financing. No other use will be made of this personal data unless use of the data is permitted by or under enactment other than the MLR 2017, or we have obtained the consent of the data subject to the proposed use of the data.

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

14. Provision of Service Regulations 2009

14.1 In accordance with the Provision of Service Regulations 2009, we are required to notify you that our professional indemnity insurer is Royal & Sun Alliance Insurance Limited, St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. The territorial coverage is worldwide excluding professional business carried out from an office in the United States of America or Canada.

14.2 BKL Audit LLP is registered to carry on audit work in the UK by the Institute of Chartered Accountants in England and Wales. Details about its audit registration can be viewed Audit Register, under reference number C008891497. BKL Audit LLP conducts audits in accordance with the procedures as prescribed by the Audit Regulations and Guidance which can be found at Audit News | ICAEW and also in accordance with the International Standards on Auditing (UK) which can be found at Home - Financial Reporting Council.

15. Economic Crime and Corporate Transparency Act 2023

15.1 We are authorised to act as an Authorised Corporate Service Provider ("**ACSP**") under the Economic Crime and Corporate Transparency Act 2023 and, if engaged, may provide identity verification services for directors, persons with significant control, and other relevant individuals associated with your company.

15.2 If you instruct us to provide this service, we will conduct identity verification in accordance with the Companies House identity verification standard and notify Companies House where verification has been successfully completed.

15.3 You agree that, where we are instructed to act in this capacity, you will provide (and procure that all relevant individuals provide) all documentation, information, and consents required to complete the verification process. We will retain verification records in line with regulatory requirements.

15.4 We reserve the right to decline to verify an individual's identity or to withdraw from acting as an ACSP where the identity verification standard cannot be met.

16. Conflicts of Interest

16.1 We reserve the right during any engagement with you to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours, subject to our confidentiality clause. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting you / your business.

16.2 If a conflict of interest should arise, either between two or more of our clients, or in the provision of multiple services to a single client, we will take such steps as are necessary to deal with the conflict. In resolving the conflict, we would be guided by the Code of Ethics of The Institute of Chartered Accountants in England and Wales which can be viewed at Regulation | ICAEW section 3, sub-section 220.

17. Confidentiality

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

17.2 Notwithstanding the above, it is an implied condition that you agree to the free flow between BKL Audit LLP, Wilson Wright LLP and Berg Kaprow Lewis LLP with regard to any information held by either party. Permission to supply such information is granted by the signing of the Letter of Engagement.

17.3 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.

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

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

17.6 You agree that you will not undertake call recordings or transcriptions using your own IT systems without having first notified BKL participants and having gained the specific consent of each. Any recordings which do not have that specific consent shall not be recognised by BKL and may be a breach of data protection legislation.#

18. Bribery Act

18.1 The firm actively seeks to comply with the Bribery Act 2010. We operate a zero-tolerance approach to Bribery with our customers and suppliers and require our customers and suppliers to comply with the Act in their dealings with this firm.

19. Quality of Service

19.1 We aim to provide you with a fully satisfactory service and the engagement partner named in the letter of engagement will seek to ensure that this is so. If, however, you are unable to deal with any difficulty through the engagement partner and their team, please contact Lee Brook on +44 (0)20 8922 9222. 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 the ICAEW by whom we are regulated.

19.2 We undertake to look into any complaint carefully and promptly and do all we can to explain the position to you. We will acknowledge your letter within five working days of its receipt and endeavour to deal with your complaint within eight weeks. If we do not answer your complaint to your satisfaction you may of course take up the matter with our professional body.

19.3 In order for us to provide you with a high quality service on an ongoing basis it is essential that you provide us with relevant records and information when requested, reply to correspondence in a timely manner and otherwise follow the terms of the agreement between us set out herein and in our letter of engagement. We therefore

reserve the right to cancel the engagement between us with immediate effect in the event of:

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

19.4 In respect of services provided by BKL Probate LLP only, if we do not deal with your complaint in this time, or if you are unhappy with our response, you may of course take up the matter with the Legal Ombudsman. The Legal Ombudsman's ability to deal with your complaint is dependent on the following factors:

- You must refer the complaint to the Legal Ombudsman no later than:
- Six years from the act/omission; or
- Three years from when you should reasonably have known there was cause for complaint; and
- You must refer the complaint to the Legal Ombudsman within six months of the date of our written response.

Contact details for the Ombudsman:

- T: 0300 555 0333
- E: enquiries@legalombudsman.org.uk
- P: Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ.

20. Professional Rules and Practice Guidelines

20.1 We will observe and act in accordance with the byelaws, regulations and Code of Ethics of the Institute of Chartered Accountants in England and Wales and accept instructions to act for you on this basis. In particular you give us the authority to correct errors made by HMRC where we become aware of them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. The requirements are available on the internet at Regulation | ICAEW.

21. Internal Disputes Within a Client

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

22. Commissions

22.1 In some circumstances, commissions or other benefits may become payable to us or to one of our associates in respect of transactions we or such associates arrange for you, in which case you will be notified in writing of the amount and terms of payment.

23. Intellectual Property Rights and Use of Our Name

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

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

24. ICAEW Probate Compensation Scheme

24.1 In respect of services provided by BKL Probate LLP only, in the unlikely event that we cannot meet our liabilities to you, you may be able to seek a grant from ICAEW's Probate Compensation Scheme. Generally, applications for a grant must be made to ICAEW within 12 months of the time you became aware, or reasonably ought to have become aware, of the loss.

24.2 Further information about the scheme and the circumstances in which grants may be made is available on ICAEW's website: Probate services | Legal and Regulatory | Technical | ICAEW

25. Right to cancel

25.1 Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel within 14 days without giving any reason. The cancellation period will expire after 14 days from the date you sign our letter of engagement.

25.2 To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email).

25.3 To meet the cancellation deadline, it is sufficient for you to send your communication before the cancellation period expires.

26. Applicable Law

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

26.2 Except as otherwise expressly provided in this agreement and save in respect of the Indemnified Persons, persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

26.3 The advice we give you is for your sole use and is confidential to you and will not constitute advice for any third party to whom you may communicate it. We will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them. For these purposes third parties include, but are not limited to, any group company to whom the engagement letter is not addressed, your spouse, any family member of yours and your employer. You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure by you or by any person for whom you are responsible of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it and our legal fees on an indemnity basis.

27. Agreement Of Terms

27.1 Once it has been agreed, our letter of engagement will remain effective until it is replaced.

27.2 In the event that any of these terms or provisions, or of those in our letter of engagement, are or shall become invalid, illegal, or unenforceable, the remainder shall survive unaffected.

27.3 We shall not be responsible for earlier periods, your previous advisers will deal with the accounts and outstanding returns, assessments, and other matters as applicable relating to earlier periods and will agree the position with the relevant authorities.

27.4 The letter of engagement together with these terms constitute the entire contract between us. Subject to company law provisions for auditors (where applicable), you or we may agree to vary or terminate our authority to act on your behalf at any time without penalty. Notice of variation or termination must be given in writing.

28. Complaints Procedure

28.1 We are committed to providing a high-quality service. If you are dissatisfied with any aspect of our work, please contact complaints@bkl.co.uk.

28.2 Complaints relating to probate services provided by BKL Probate LLP are subject to a separate Probate Complaints Procedure.

28.3 We will acknowledge your complaint within five business days and aim to provide a full written response within 28 days. If we require more time, we will inform you of the reason and expected timescale.

28.4 If you remain dissatisfied, you may have the right to refer the matter as follows:

- Audit and general accountancy services: to the ICAEW Complaints process | ICAEW
- Exempt regulated activities under our DPB licence: in certain cases, to the Financial Ombudsman Service Financial Ombudsman Service: our homepage.
- Probate services: to the Legal Ombudsman Home | Legal Ombudsman The Legal Ombudsman can usually only consider complaints made by individuals, personal representatives, or beneficiaries of an estate. Complaints must normally be made within six months of our final response, and within one year of the act or omission complained of (or of becoming aware of it).

28.5 We maintain records of all complaints and use them to improve our services.