

Mazars Financial Planning Ltd

General Terms and Conditions of Business

1. General

- 1.1 Mazars Financial Planning Ltd, 30 Old Bailey, London EC4M 7AU is authorised and regulated by the Financial Conduct Authority (“**FCA**”), our FCA Register number is 182644 (“**MFP**”).
- 1.2 These General Terms and Conditions of Business (as amended from time to time) shall apply to all Engagement Letters for professional services and advice provided to you by MFP.
- 1.3 The scope of the Services and our Work will be set out in our Engagement Letter which incorporates these General Terms and Conditions of Business.
- 1.4 Should any term of our Engagement Letter conflict with these General Terms and Conditions of Business, the term in the Engagement Letter shall prevail over the term in the General Terms and Conditions of Business.
- 1.5 The headings contained in these terms and the Engagement Letter are for convenience only and do not affect their interpretation.
- 1.6 Services provided to you by MFP or by any subsidiary or affiliated company of Mazars LLP may result in a financial benefit to our members.

2. Client Classification

- 2.1 Unless stated otherwise in writing, we have classified you as a Retail Client, for the purposes of the Financial Services and Markets Act 2000 (“**FSMA**”). As a Retail Client, you have the right to request to be treated as an Elective Professional Client either generally or in respect of a particular service type, transaction or Financial Product. Such a request must be made in writing and we will consider any requests received on a case by case basis against the criteria set out in FCA Rules. We will inform you of the FCA protections you will lose as a result of such a re-categorisation together with the scope of that re-categorisation. If, following such a request, you are classified as an Elective Professional Client, you must keep us informed of any change in your circumstances that could affect your classification.

3. Fees

- 3.1 Our fees and charges shall be set out in our Engagement Letter and any further charges/ fees payable by you to MFP will be fully disclosed to you before we undertake any work for you. The precise fees and/or charges relating to any recommendations will be confirmed when we explain our advice to you.
- 3.2 Details of the hourly rates of the partners, directors and staff are available upon request. Expenses and disbursements incurred in the course of the

Engagement may also be charged to you. Unless otherwise agreed our fees will be:

- 3.2.1 charged separately for each of the main classes of work;
- 3.2.2 billed on account as the work progresses with a final bill on completion.
- 3.3 Fees are payable on the presentation of the fee note. We reserve the right to charge interest for late payment at a rate of 4% above the base rate of the Bank of England (as varied from time to time), calculated from 14 days after the date of presentation of the fee note.
- 3.4 If it becomes necessary for us to withdraw from the Engagement for any reason our fees for work performed up to that date will be payable by you.
- 3.5 It is our policy that any new or additional work should not be commenced until any significant overdue fees have been settled.
- 3.6 In certain circumstances we are obliged to charge value added tax (VAT) and/ or withholding tax. In such cases, VAT and/or withholding tax will be added to the fees charged and (where necessary) to any disbursements, at the rate from time to time in force. Any figure given as an estimate, quote, hourly rate or other cost information is exclusive of VAT.

4. Information provided by you

- 4.1 You will provide us with all necessary documentation and information required in order to enable us to provide the Services.
- 4.2 You confirm that the documentation and information that you, or third parties on your behalf, provide to us and all statements and expressions of opinions are complete and accurate for the purposes of the Services and you acknowledge that we may rely upon them.
- 4.3 For the purposes of carrying out the Services one Mazars LLP Service Department or office shall not be treated as having notice of any information provided by another Mazars LLP Service Department or office unless both departments or offices are advised by you.
- 4.4 You will keep us fully informed of any developments and information which may come to your attention and which may have a bearing on the provision of the Services.
- 4.5 We will usually require you to give us instructions in writing to avoid any possible disputes. We will, however, accept verbal instructions provided they are subsequently confirmed in writing.

- 4.6 We recognise that there will be situations when it will be more efficient to telephone you to discuss opportunities without your express invitation. For example, it may be in your interests to buy or sell a particular investment and we would want to be able to inform you of that fact. You agree that our contact in this way is acceptable to you.

5. Intellectual Property Rights

- 5.1 The Intellectual Property Rights in our Work and in all materials provided to you, or otherwise generated during the course of carrying out the Services, shall remain the property of Mazars Financial Planning Ltd.
- 5.2 We grant to you an irrevocable, perpetual, royalty free, licence to use our Work for the purposes as set out in the Engagement Letter.

6. Confidentiality and publicity

- 6.1 We will keep confidential all information (whether provided orally, in writing or in any other form) which you provide to us and shall only use such information for the purposes of the Services and our Work.
- 6.2 We will, however, be free to use any skill, know-how or methodologies employed, developed and/or created in performing the Services when performing services for other clients. MFP shall, subject to complying with its obligations under this section, be free to act for clients whose interests compete with or oppose yours without having to obtain your consent to it so doing.
- 6.3 You acknowledge that we are a wholly owned subsidiary of Mazars LLP and we operate from the same offices and share the same information technology systems as Mazars LLP. We may in certain circumstances share your confidential information with employees, directors, members and/or partners of Mazars LLP in order to enhance the service we provide to you.
- 6.4 We will obtain your consent before sharing your confidential information for the purposes of marketing or publicising the work undertaken on your behalf.
- 6.5 Our Work, all reports, advice and/or other services provided by us to you are provided solely for your use and for the specific purposes set out in the Engagement Letter. Save as expressly agreed to the contrary with us, they should not be disclosed or provided in whole or in part to any third party without our prior written consent. In the absence of such consent and an express assumption of responsibility, no responsibility whatsoever is accepted by us for any consequences arising from any reliance upon our Work by any person other than to our Client.
- 6.6 You agree that we will have complied with our duty of confidentiality if we take such reasonable steps as we in good faith think fit (and no less than the protection we afford to our own confidential information) to preserve confidential information both during and after termination of the Engagement.

- 6.7 The provisions in this section 6 restricting disclosure of confidential information shall not apply to any information which:
- 6.7.1 is or becomes public knowledge other than as a consequence of a breach of the Engagement;
- 6.7.2 is disclosed to any sub-contractor or third party for the proper performance of the Services and/or the Engagement on terms of confidentiality no less strict than as those contained here;
- 6.7.3 is disclosed to our auditors, insurers or in connection with potential litigation;
- 6.7.4 is already in the possession of the other party without restriction before the date of receipt from the disclosing party; or
- 6.7.5 is required to be disclosed by any applicable law, regulation, regulatory authority or order of a court of competent jurisdiction or enforceable request of any recognised stock exchange or other competent authority (including HM Revenue and Customs).
- 6.8 You agree to reimburse any reasonable costs we may incur in complying with any legal, professional or regulatory disclosure requirement relating to the Services or which relates in any way to you.
- 6.9 We may use a Site in connection with the Services.
- 6.9.1 Although a Site may provide a high level of protection, total security of a Site cannot be guaranteed.
- 6.9.2 We do not accept any liability or responsibility for your or a third party's use of a Site. You agree to indemnify us against any and all demands, costs, claims, damages, losses and expenses arising out of your misuse of a Site and/or any breach by you of confidentiality or Data Protection Legislation in relation to any permitted user of a Site.
- 6.9.3 We do not guarantee that any Site will be fault or error free or available for use or that access to any Site is uninterrupted.
- 6.9.4 We may reasonably suspend or terminate your or a third parties use of any Site at any time.

7. Data Protection

- 7.1 Unless the context otherwise requires, words and phrases in this section 7 shall have the meaning given to them by the Data Protection Legislation.
- 7.2 If, during the Engagement, we are a separate and independent **controller** when processing Personal Data each party shall:
- 7.2.1 comply with our respective obligations under the Data Protection Legislation as they apply to the performance of each of our respective obligations under the Engagement.
- 7.2.2 process the Personal Data only as is necessary to fulfil our respective obligations under the Engagement unless otherwise permitted by Data Protection Legislation.

- 7.2.3 implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by its processing of Personal Data and the nature of the data to be protected.
- 7.2.4 provide such support and assistance to the other as may be necessary in order to assist with compliance with Data Protection Legislation and agree to provide each other with all information necessary to ensure that we both meet the Data Protection Legislation requirements, including by cooperating with audits and inspections conducted by a regulatory authority, requests from any regulatory body, and data subject access requests.
- 7.2.5 agree with the other the primary point of contact for any requests from a data subject to exercise rights granted to such data subject under applicable Data Protection Legislation. Each party shall reasonably assist the other in handling and coordinating the response as necessary.
- 7.2.6 If either of us becomes aware of an incident that breaches Data Protection Legislation, whoever has caused the breach shall be responsible for any notification to a regulatory and/or supervisory authority(ies) and/or affected data subjects within the timelines set out under the Data Protection Legislation. Whoever has caused the breach shall also provide relevant information regarding the breach to the other, including the nature of the breach, categories of Personal Data involved, the scope of the breach, and remediation plans. We shall each cooperate with each other and coordinate any steps to be taken in response to an incident that breaches Data Protection Legislation.
- 7.3 If, during the Engagement we process on your behalf as processor Personal Data you have provided to us for the provision of the Services then the type of Personal Data processed pursuant to the Engagement, including the subject matter, duration, nature and purpose of the processing, and the categories of data subjects, are as described in the Engagement Letter and as outlined in our [privacy statement](#) and:
- 7.3.1 Each party warrants to the other that it has complied with, and undertakes to continue to comply with the Data Protection Legislation at all times.
- 7.3.2 You warrant that where necessary you will have obtained the appropriate consent from all data subjects whose Personal Data is shared with us, or otherwise be lawfully entitled to share it with us, pursuant to this Engagement.
- 7.3.3 We shall only process the Personal Data in order to provide the Services and pursuant to the Engagement and shall act only in accordance with this Engagement and your written instructions issued from time to time;
- 7.3.4 we shall implement any additional technical and organisational measures in addition to those measures set out in our [privacy statement](#), as agreed with you, to ensure a level of security appropriate to the risks that are presented by the processing carried out pursuant to the Engagement;
- 7.3.5 we shall take reasonable steps to ensure the reliability of any of our staff who have access to the Personal Data and ensure that anyone who accesses it shall respect and maintain all due confidentiality;
- 7.3.6 we shall as soon as reasonably practicable upon becoming aware, notify you of any incident of unauthorised disclosure of or access to any Personal Data caused by any of our staff or sub-processors;
- 7.3.7 we shall provide all materials, documents and other information with our obligations set out in this section 7 and allow for and contribute to audits and inspections conducted by you or another auditor mandated by you, with reasonable notice and during normal business hours and to provide such assistance as you reasonably request (taking into account the nature of processing and the information available to us) in relation to (a) your obligations under the Data Protection Legislation or to respond to requests from any data subject seeking to exercise its rights where you are unable to respond to a request yourself and (b) your obligations under Articles 32 – 36 of the GDPR; and
- 7.3.8 we shall as soon as reasonably practicable following termination or expiry of the Engagement, delete or return to you (at your direction) all Personal Data processed pursuant to this Engagement, other than to the extent that we retain Personal Data to comply with our legal and professional obligations or we are otherwise permitted to do so under the Data Protection Legislation.
- 7.4 Where there is an Outside-EEA Transfer or Outside-UK Transfer, then the following provisions apply (but only to the extent that the GDPR or UK GDPR (as applicable) applies to the processing of Personal Data when the Outside-EEA Transfer or Outside-UK Transfer is made):
- 7.4.1 where each party is a controller then in respect of an Outside-UK Transfer and/or Outside-EEA Transfer, [the Mazars C2C SCCs](#) shall apply to such Outside-UK Transfer and/or Outside-EEA Transfer; or
- 7.4.2 where you are a controller and we are a processor in respect of the Personal Data that you provide to us for the purposes of the Engagement, and you make an Outside-UK Transfer and/or an Outside-EEA Transfer, then [the Mazars C2P SCCs](#) shall apply to the Outside-UK Transfer and/or Outside-EEA Transfer;
- 7.4.3 where you are a processor on behalf of your controller, and we are a sub-processor in respect of the Personal Data that you provide to us for the purposes of the Engagement, and you make an Outside-UK Transfer and/or Outside-EEA Transfer, then [the Mazars P2P SCCs](#) shall apply to the Outside-UK Transfer and Outside-EEA Transfer;
- 7.4.4 where you are a controller and we are a processor in respect of the Personal Data that you provide to us for the purposes of the Engagement, and we make an Outside-UK Transfer and/or Outside-EEA Transfer, then [the Mazars P2C SCCs](#) shall apply to the Outside-UK Transfer and Outside-EEA Transfer;

- 7.4.5 where you are a processor on behalf of your controller, and we are a sub-processor in respect of the Personal Data that you provide to us for the purposes of the Engagement, and we make an Outside-UK Transfer and/or Outside-EEA Transfer, then [the Mazars P2C SCCs](#) shall apply to the Outside-UK Transfer and Outside-EEA Transfer except that the references to “controller” shall be deemed to be to “processor”, and the references to “processor” shall be deemed to be to “subprocessor”;
- 7.4.6 the terms of sections 7.4.1 to 7.4.5 (including any additional terms referenced in those sections) shall take precedence over the other terms of this section 7 in respect of any Outside-EEA Transfer and Outside-UK Transfer (as applicable);
- 7.4.7 if the Data Protection Legislation requires the Data Exporter to execute the SCCs applicable to a particular transfer of Personal Data as a separate agreement, the Data Importer shall, on request of the Data Exporter, promptly execute such SCCs incorporating such amendments as may reasonably be required by the Data Exporter to reflect the applicable terms of sections 7.4.1 to 7.4.5 (including any additional terms referenced in those sections), the details of the transfer and the requirements of the relevant Data Protection Legislation.
- 7.5 If any of the SCCs are replaced or superseded by new standard data protection clauses pursuant to Article 46 of UK GDPR or GDPR and related provisions of the DPA (“**New SCCs**”), then Mazars LLP may give notice to the Client and, with effect from the date set out in such notice, amend the application of sections 7.4.1 to 7.4.5 (including any additional terms referenced in those sections) to one or more Outside-UK Transfers and/or Outside-EEA Transfers so that:
- 7.5.1 the SCCs cease to apply to those Outside-EEA and/or Outside-UK Transfers as further specified in such notice;
- 7.5.2 those of the New SCCs as are specified in such notice shall apply in respect of such Outside-UK Transfers and/or Outside-EEA Transfers in substitution for the SCCs; and
- 7.5.3 such consequential amendments as Mazars reasonably considers necessary are made to the General Terms and Conditions of Business and each Engagement to ensure that it remains compliant with the provisions of the Data Protection Legislation.
- 7.6 If either (a) any of the means of legitimising transfers of Personal Data outside of the EEA or UK which are referred to in sections 7.4.1 to 7.4.5 (including any additional terms referenced in those sections) cease to be valid or (b) any supervisory authority requires transfers of Personal Data pursuant to those means to be suspended, then we may by notice to you, with effect from the date set out in such notice, amend or put in place alternative arrangements in respect of such transfers, as required by the relevant Data Protection Legislation.
- 7.7 You agree that we may appoint other subsidiary or affiliated companies or Mazars entities worldwide or third parties as sub-processors of the Personal Data on substantially the same terms as set out in this section.
- 7.8 It is also a term of the Engagement that any Personal Data supplied by us to you about our members, employees, agents, consultants, subcontractors and/or any third parties may only be used for the express purposes for which that information is provided to you.
- 7.9 We may from time to time use the contact details you and your representatives have provided to us to send invitations, marketing materials, updates or other publications that we feel may be of interest and to organise associated events as well as business meetings. Should any individuals not wish to receive marketing communications, please notify your contact at MFP.
- 7.10 You agree that we are required to undertake various checks for the purposes of verifying your identity. We may check your details against any database (public or otherwise) to which we may have access. You agree that a record of any check undertaken will be retained.
- 7.11 Should you have a complaint in connection with how we manage your Personal Data or how we handle a data subject access request, you should in the first instance invoke our complaints procedure as set out in section 14.2 or contact our data protection officer at privacy@mazars.co.uk. If this does not resolve your query, then you may raise your complaint at any time with the Information Commissioners Office at Customer Contact, Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF or via their website at www.ico.org.uk/.
- 7.12 For regulatory and training purposes we may record calls and communications made via landline, mobile, Microsoft Teams, Zoom or any other such technology or service.

8. Treatment of Commission

- 8.1 As authorised and regulated intermediaries, we may be offered commission or procurator fees by the companies to whom we introduce your business. In order to assert our objectivity and to avoid any potential conflict of interest, we shall hold any such amounts so received to your credit and will account to you at the completion of the Services.
- 8.2 Where commissions are anticipated, we will either arrange for such payments to be retained by the provider in order to enhance your contract terms with them, or for such amounts to be offset against our fees and costs in order to reduce payment due from you.
- 8.3 In respect of any regular premium policy which we have arranged for you, should you subsequently cease to pay premiums and in consequence we are obliged to refund the commission that has been paid to us, we reserve the right to charge you a fee representing the amount we have to repay, for a period of up to four years after commencement of the relevant Financial Product. We will confirm the

exact amount that will need to be repaid by you and the timescale over which it will need to be repaid.

- 8.4 In the event of termination of the Engagement we will retain all commissions.

9. Investment Objectives and Risk

- 9.1 All investments carry a risk of loss and any advice we may give does not, expressly or by implication, provide any guarantee or warranty relating to financial return.
- 9.2 Investments in unquoted shares or unapproved unit trusts may be difficult to dispose of, as there is no certainty that market makers will be prepared to deal in such investments. It may also be difficult to determine the current value of such investments due to lack of available information.
- 9.3 Should you wish to transact any business in relation to warrants or derivatives, non-readily realisable investments, penny shares, securities, which may be subject to stabilisation or stock lending activity, the relevant risk warning will be issued prior to your completing the transaction (risk warnings issued are in accordance with FCA Rules). We may also offer advice on investments relating to, or execute transactions in, shares or units in Non-Mainstream Pooled Investments.
- 9.4 Following the issue of Engagement, any subsequent advice or recommendation offered to you will be based on your stated investment objectives, acceptable level of risk and any restrictions you wish to place on the type of investments or policies you are willing to consider at the relevant time.
- 9.5 With regard to investments we arrange for you, these will not be kept under review, unless formal instructions to do so have been agreed with you.

10. Best Execution

- 10.1 Firms that execute transactions are required to take all sufficient steps to obtain, when executing orders, the best possible results taking into account factors such as price, costs and speed.
- 10.2 In almost all cases we do not execute orders ourselves, but instead, we transmit the order to a third party to execute. We proactively identify when monies are ready for investment and where monies are available our aim is to transmit the order for execution by latest at the end of the next working day. We will monitor the execution quality of the third parties to which we transmit orders.
- 10.3 Our execution policy, including our policy on transmission of orders is available on request. We will disclose on our website at least annually the main execution venues to which we transmit orders.

11. Non-solicitation

- 11.1 Neither MFP nor the Client shall offer employment to any member, partner, director officer or employee working on the Engagement or induce or solicit any such person to take up employment with the party; nor shall either party use the services of any member of the other party's staff as a consultant, either independently or via a third party, during the

Engagement or for a period of 6 months following the end of the involvement by the individual concerned with any work pursuant to the Engagement without the prior written consent of the other.

- 11.2 Where employment is offered in breach of this term within 6 months following the end of the involvement by the individual, the party in breach will be liable to pay the other party damages equal to four months base compensation of the person concerned in his/her new position. This provision shall not restrict the right of either MFP or the Client to solicit or recruit generally in the media.

12. Force Majeure

- 12.1 Neither MFP nor the Client shall be liable for any delays or non-performance (including but not limited to the failure to provide, in a timely manner, the information referred to in section 4 above) directly or indirectly resulting from or caused by circumstances or causes beyond its reasonable control.
- 12.2 We shall not be held responsible for any loss incurred due to the delay in investing monies where such delay is caused by matters beyond our control (including, but not limited to, your failure to provide, in a timely manner, the information referred to in section 4 above).
- 12.3 In relation to life assurance and income protection insurance proposals, there is often a need to obtain medical evidence. This may lead to a delay in acceptance of the proposal and, therefore, a delay in obtaining cover under the plan, for which we shall not be held responsible or liable.

13. Governing law and jurisdiction

- 13.1 The Engagement and any dispute or claim arising out of or in connection with the Engagement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and MFP and the Client irrevocably submit to the exclusive jurisdiction of the Courts of England.

14. Complaints procedure

- 14.1 We want to ensure that your affairs are handled in the most efficient way by the team responsible. If you are dissatisfied with any part of our service please tell us.
- 14.2 If you have a complaint about any aspect of our service, this can be raised with the person responsible for your affairs or with our Compliance Officer whose contact details are: Mazars Financial Planning Limited, First floor, 2 Chamberlain Square, Birmingham B3 3AX, Tel:+44(0) 7890 024 447, E-mail: MFP.Compliance@mazars.co.uk.
- 14.3 We undertake to look into any complaint you have carefully and promptly and in line with the FCA rules on complaint handling, our complaint procedure is available on request. If we do not answer your complaint to your satisfaction, you may be eligible to take the matter up with the Financial Ombudsman Service, which can be contacted at: Exchange Tower, Harbour Exchange, London, E14 9SR or <http://www.financial-ombudsman.org.uk/>.

- 15.4 You agree that you will not take action or commence any proceedings against MFP without first addressing your complaint to us in accordance with our complaints procedure, details of which are given in section 14.2

15. Termination

- 15.1 Unless otherwise required by law, regulation or professional rules and standards, the Engagement may be ended by either party as specified in this section.
- 15.2 In the event that either party is in material or persistent breach of any of the terms of the Engagement the other party may terminate the agreement if, upon the expiry of 14 days after serving a written notice on the party in default specifying any such breach, steps have not been taken to remedy the breach to the reasonable satisfaction of the party not in default.
- 15.3 In the event that the one party compounds with or negotiates for any composition with its creditors or allows any judgement against it to remain unsatisfied for seven days or calls any meeting of its creditors or has a receiver of all or any of its assets appointed or enters into any liquidation, the other party may terminate the agreement immediately by written notice.
- 15.4 Subject to section 15.6 below, either party may give 21 days' notice of termination to the other party in writing.
- 15.5 We reserve the right to terminate the Engagement immediately and cease to act if the payment of our account is unduly delayed.
- 15.6 We shall be entitled to charge, and be paid, for Services rendered pursuant to the Engagement up to the date of termination, including expenses and disbursements reasonably incurred up to that time and the termination of the Engagement shall not operate to affect any provisions which either expressly (or by implication) survive such termination.

16. Limitations of liability and exclusions

- 16.1 Nothing in this Engagement shall exclude, restrict or prevent a claim being brought in respect of Losses finally judicially determined to arise primarily from the wilful default fraud or bad faith or any other liability which cannot be lawfully limited or excluded.
- 16.2 To the fullest extent permitted by law, MFP will not be liable if Losses are due to the provision by you or any third party of false, inaccurate, misleading or incomplete information or documentation.
- 16.3 MFP shall only be liable for Losses as are proportionate to MFP's contribution to the overall fault for such Losses after taking into account any contributory negligence of any other adviser and/or the Client and/or any other third party responsible and/or liable to you as agreed or in the absence of agreement, as finally determined by the Financial Ombudsman Service (as appropriate) or the English Courts. In determining our contribution to the

overall fault as opposed to that of any other adviser or third party no account will be taken of (i) any limit or exclusion placed on the amount that the other adviser or third party will pay or (ii) any shortfall in recovery from the other adviser or third party (for whatever reason).

- 16.4 Unless and to the extent that they have been finally and judicially determined (including by the conclusion of any appeal) to have been caused by the wilful default, fraud or bad faith of MFP, you will indemnify on demand and hold harmless MFP against all actions, claims or proceedings brought by third parties for any losses, damages, costs, and expenses arising from or in any way connected with a breach by you of any of the terms of the Engagement.
- 16.5 You agree not to bring any claim of any kind against any of our members, directors, employees or agents personally in relation to the performance of the Services or the Engagement unless the claim arises from the wilful default, fraud, dishonesty or illegal acts of that member, director, employee or agent (but this will not exclude or limit the liability of MFP for the acts or omissions of its members, directors, employees or agents performed within the scope of their authority or contract of employment as the case may be).
- 16.6 Other than set out in section 16.1 MFP or any sub-contractor shall not be liable for any loss of use, contracts, data, goodwill, revenues or profits (whether or not deemed to constitute direct Losses) or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense under or in connection with the Engagement.
- 16.7 Neither MFP, as a separate entity to Mazars LLP, nor its employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed by you that the onus is on you to refer to a solicitor or accountant any point of law or accounting matter that may arise during the course of the Engagement.

17. Notices

- 17.1 Any notice to be given by any party in relation to the Engagement shall be in writing and sent by post (not phone or text) or by email and shall be deemed duly served when a valid 'read receipt' notification is received by the sender (in the case of email) or 48 hours after posting (in the case of a letter).

18. Assignment and sub-contracting

- 18.1 You shall not assign the whole or any part of the benefit or in any way transfer the obligations contained in the Engagement, without obtaining our prior written consent.
- 18.2 We shall be entitled to sub-contract any of the Services to our subsidiaries, affiliates or to a Mazars entity firm worldwide and to member firms of PRAXITY being a global alliance of independent firms, including their successors and assigns without your prior consent.

19. Whole agreement

- 19.1 The Engagement, together with any agreed written variations thereto, set out the entire agreement between the Client and MFP and supersede all prior representations, agreements, negotiations or understandings, whether oral or in writing, other than any misrepresentation which is made fraudulently. The Client acknowledges that it has not been influenced to enter into the Engagement by anything we have said or done or committed to do except as expressly recorded in the Engagement.

20. Third parties

- 20.1 No person other than the parties to the Engagement, their respective successors and assignees, shall have the right to enforce any of the terms of the Engagement pursuant to the Contracts (Rights of Third Parties) Act 1999 (or otherwise), save that our subsidiaries and affiliates, our members, directors, employees, our sub-contractors and agents may enforce any term which is expressly for their benefit.

21. Conflicts of interest

- 21.1 We reserve the right to act during the Engagement for other clients whose interests are or may be adverse to yours, subject to section 6 above and subject to any rules, regulations or laws relating to conflicts of interest which apply in relation to the Services.
- 21.2 We will only consider you a current client for conflict purposes where we are retained on at least one current engagement for you. For these purposes, an engagement in respect of which a final bill has been submitted, or an engagement which has been inactive for more than six months is not a current engagement even if it is possible or even likely that at some date further work may arise which is related to the original work undertaken for you.
- 21.3 We try and proactively identify potential conflicts and take appropriate steps to prevent and manage conflicts. If we are unable to mitigate the risks of the conflict satisfactorily, we will inform you, discuss with you the risks of proceeding and how we have attempted to mitigate the conflict and only proceed with the Services with your agreement. If you are concerned about a conflict or potential conflict then this can be discussed with the Compliance Officer whose contact details are provided in section 14.2. Our Conflict of Interest policy is available on request.

22. Severability

- 22.1 Should any provision or part of the Engagement be declared void, illegal or otherwise unenforceable by a court of competent jurisdiction, the provision shall be modified to the extent necessary to render it enforceable and the remainder shall survive unaffected.

23. Client Assets

- 23.1 MAZARS FINANCIAL PLANNING LTD IS NOT AUTHORISED TO HANDLE CLIENT MONEY. This means we may not accept cheques made out to MFP

in respect of investments; nor may we handle cash, unless the cheque is in settlement of charges, or disbursements, for which we have sent you a bill.

- 23.2 All investments will be registered in your name, unless you otherwise agree in writing in advance.
- 23.3 We do not provide regulated custody services. We will forward to you all documents showing ownership of your investments as soon as practicable after we receive them. Where a series of transactions is involved, we may hold each document until the series is complete and then forward them to you.
- 23.4 We do not accept liability for default by any third party who is the nominal holder of your registered investments, or who has in his possession or custody on your behalf and at your request, documents of title or certificates evidencing title to any of your investments.

24. Survival

- 24.1 The provisions of the Engagement which either expressly or by their nature extend beyond the expiration or termination of the Engagement shall survive such expiration or termination, including, without limitation, sections 1 (General), 3 (Fees), 5 (Intellectual Property Rights), 6 (Confidentiality and publicity), 7 (Data Protection), 11 (Non-solicitation), 13 (Governing law and jurisdiction), 16 (Limitations of liability and exclusions), 19 (Whole agreement) and 20 (Third parties).

25. Money Laundering Regulations

- 25.1 In order to comply with the Money Laundering Regulations, as part of our client acceptance and ongoing monitoring procedures we may conduct electronic verification checks on you, including key individuals connected to you as appropriate, on a risk-sensitive basis. These checks will leave a digital footprint but will not have an impact on any credit ratings, and will be managed in accordance with our data protection obligations.

26. Services Regulations

- 26.1 In accordance with the disclosure requirements of the Services Regulations 2009 our lead professional indemnity insurer is as stated on our website which can be accessed via this link <https://www.mazars.co.uk/Legal-and-privacy>.

27. Communications

- 27.1 During the performance of the Engagement, we may (unless you expressly ask us not to do so) communicate with you (and with others for the purposes of the Engagement), electronically. You accept that the electronic transmission of information cannot be guaranteed to be secure or be free from error and it remains your responsibility to maintain the security of your devices and any such communication and to carry out virus checks of any attachments before launching any document (howsoever received).
- 27.2 We will issue any documentation / communications to you in English (unless agreed otherwise).

28. Definitions

In the Engagement, the following terms shall have the following meanings:

- 28.1 **“Addendum”** means any agreed written variation to the Engagement Letter.
- 28.2 **“Client”, “your” or “you”** means the person, firm, company or entity to whom our Engagement Letter is addressed and to whom the Services are provided.
- 28.3 **“Data Exporter”** means the party identified as such in the SCCs entered into between the parties.
- 28.4 **“Data Importer”** means the party identified as such in the SCCs entered into between the parties.
- 28.5 **“Data Protection Legislation”** means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 (**“GDPR”**); (ii) GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the **“UK GDPR”**); (iii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR; (iv) in the UK, the Data Protection Act 2018 (**“DPA”**); (v) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC); and (vi) in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003; in each case, as updated, amended or replaced from time to time; and the terms **“Data Subject”**, **“Personal Data”**, **“processing”**, **“processor”**, **“controller”** and **“supervisory authority”** shall have the meanings set out in the GDPR or UK GDPR as applicable.
- 28.6 **“Engagement”** means the agreement between the Client and MFP comprising the Engagement Letter and the General Terms and Conditions of Business, together with any agreed Addendum, variations appendices, schedules or annexes referred to and attached to the Engagement Letter.
- 28.7 **“Engagement Letter”** means the letter, with any agreed and attached schedule, annex or appendix, which covers the detail of the Services to be provided to you together with any agreed Addendum.
- 28.8 **“SCCs”** means the standard contractual clauses approved by the European Commission in Commission Decision 2021/914 dated 4 June 2021, for transfers of personal data in countries not otherwise recognised as offering an adequate level of protection for personal data by the European Commission (as amended and updated from time to time) and/or the International Data Transfer Agreement as approved by the UK Information Commissioner’s Office as amended and updated from time to time and as implemented through the Addendum to the Standard Contractual Clauses version B1.0.
- 28.9 **“Financial Product”** means any financial product available in the financial services markets at the relevant time, such as but not limited to ISA’s, OEICs, unit trusts, insurance policies, pensions and venture capital trusts.
- 28.10 **“Intellectual Property Rights”** means patents, trade and service marks, design rights (whether registerable or otherwise), applications for any of these, data, software, designs, utilities, tools, models, systems, methodologies, know-how, copyrights, database rights, rights in or relating to confidential information, trade or business names and other similar rights or obligations whether registerable or not in any country.
- 28.11 **“Losses”** means losses, monies, damages, costs and/or expenses (including legal costs).
- 28.12 Whenever we use the title **“Partner”**, whether in the Engagement or otherwise during the course of our dealings with you, that title refers to a member of MFP (or someone holding a similar level of authority within our organisation). For the avoidance of doubt, by using the title “Partner”, the individual member (as opposed to or MFP) shall not be taken to owe or to have assumed a duty of care or legal responsibility to you (or to any other person) in relation to the work carried out.
- 28.13 **“Outside-EEA Transfer”** means a processing activity whereby Personal Data which is processed in accordance with the GDPR is transferred from the Data Exporter to the Data Importer (or its premises) outside the EEA, and such transfer is not governed by an adequacy decision made by the European Commission in accordance with the relevant provisions of the GDPR.
- 28.14 **“Outside-UK Transfer”** means a processing activity whereby Personal Data which is processed in accordance with the UK GDPR and DPA is transferred from the Data Exporter to the Data Importer (or its premises) outside the UK, and such transfer is not governed by an adequacy decision made by the Secretary of State in the UK in accordance with the relevant provisions of the UK GDPR.
- 28.15 The expression **“party”** or **“parties”** shall mean the Client and MFP.
- 28.16 The expressions (as the context permits) **“our”**, **“we”** or **“us”** in the Engagement means MFP, its members, employees and agents, and in all cases any successor or assignee.
- 28.17 **“our Work”** means all advice, reports, documents, publications, or any other product of the Services in final form.
- 28.18 **“Services”** shall mean the reports, advice and/or other services to be provided by MFP pursuant to the Engagement (or any part of them) as described or referred to in our Engagement Letter including the development of our Work.

- 28.19 **“Service Department”** refers to the various separate departments within Mazars LLP and/or MFP and its subsidiaries and/or affiliates that offer different services. Examples of these include (but not limited to) the personal or corporate taxation departments and the audit department.
- 28.20 **“Site”** any website or online location, such as a project room, data room or portal, which we establish, procure from a third party and/or maintain on your behalf, and to which information (including Personal Data) is transferred in connection with the Services, with the intention of sharing such information with you and/or third parties.
- 28.21 **“Retail Client”** is as defined in the FCA Rules.
- 28.22 **“Elective Professional Client”** is as defined in the FCA Rules.
- 28.23 **“FCA”** means the Financial Conduct Authority, at FCA Head Office, 12 Endeavour Square, London E20 1JN.
- 28.24 **“FCA Rules”** means all conduct of business rules and other rules and regulations issued by the FCA pursuant to FSMA or otherwise, from time to time in force.
- 28.25 **“FSMA”** means the Financial Services and Markets Act 2000, as amended from time to time.
- 28.26 **“Non-Mainstream Pooled Investment”** is as defined in the FCA rules.

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