

TERMS OF BUSINESS

1 THE CONTRACT BETWEEN US

1.1 The whole of the contract between you (the “**Client**” or “**you**”) and Moorhouse Consulting Limited (“**Moorhouse Consulting**” or “**we**”) is described in the covering engagement letter, proposal and/or statement of work and any appendices and enclosures thereto other than these Terms of Business (“**Engagement Letter**”), and these Terms of Business, (together the “**Contract**”). Nothing we discussed prior to your signature of the Engagement Letter induced this Contract or forms part of it (including but not limited to any confidentiality agreements which, if any, you agree are terminated hereby) unless it is specifically set out in this Contract. The printed terms of any purchase order and other communications issued by you in connection with the Services will not apply unless accepted in writing by Moorhouse Consulting. No-one is authorised to agree any variations to this Contract unless all such variations are documented and agreed in writing between us.

1.2 This Contract will start on the earlier of (i) the date of the Engagement Letter and (ii) the date we commence the Services.

1.3 The definitions set out in these Terms of Business and the Engagement Letter shall have the same meaning throughout this Contract. If there is a conflict between these Terms of Business and the Engagement Letter, these Terms of Business take precedence, unless the Engagement Letter specifically amends them.

1.4 If any provision of this Contract is determined by any court or authority of competent jurisdiction to be illegal, void or unenforceable in whole or in part, such provision or the affected part shall be deemed not to form part of this Contract but all other provisions together with the remainder of the affected provision shall remain in full force and effect.

1.5 For the purpose of this Contract, “**Moorhouse Consulting Parties**” means all owners, directors, employees, and agents of Moorhouse Consulting Limited.

Contracting Parties and Assignment

1.6 The Contract is between you and Moorhouse Consulting. You agree that your relationship is solely with Moorhouse Consulting as the entity contracting with you to provide the Services. Notwithstanding the fact that certain Services under the Contract may be carried out by Moorhouse Consulting Parties or other persons provided by Moorhouse Consulting you agree that you will not bring any claim or proceedings of any nature (whether in contract, tort, breach of statutory duty or otherwise and including, but not limited to, a claim for negligence) in any way in respect of or in connection with this Contract against any Moorhouse Consulting Parties or any other persons including against any subcontractors that we may use to provide the Services. You shall make any such claim or bring proceedings only against Moorhouse Consulting. The foregoing exclusion does not apply to any liability, claim or proceeding founded on an allegation of fraud or other liability that cannot be excluded under English law.

Status

1.7 This Contract does not make either of us an agent or legal representative of the other, nor does it create a partnership or joint venture. Moorhouse Consulting in providing the Services is acting as an independent contractor. Neither you nor we have any right, power or authority to bind the other.

Assignment

1.8 Neither of us may assign or otherwise transfer the benefit of this Contract without the prior express written consent of the other, except that we may assign the benefit of this Contract to any successor to our business. Further, neither of us will directly nor indirectly agree to assign or transfer any claim against the other arising out of this Contract to any other person.

Third Party Rights

1.9 No person who is not a party to this Contract other than the Moorhouse Consulting Parties and our subcontractors, if any, shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.



1.10 This Contract can be varied without any third party's consent.

2 OUR SERVICES AND RESPONSIBILITIES TO YOU

2.1 The scope of our services and any Deliverables to be provided under the Contract together with our responsibilities for them (together the “**Services**”) are as described in the Engagement Letter. We will use all reasonable efforts to supply the Services in accordance with any timetable referred to in the Engagement Letter or otherwise specified by the parties. However, unless both parties specifically agree otherwise in writing, all dates given by Moorhouse Consulting or specified by you for the supply of the Services, are intended for planning and estimating purposes only and are not contractually binding.

Engagement Team

2.2 Whilst we will attempt to comply with your request for specific individuals, the appointment of all personnel to perform the Services and the nature and duration of their assignment shall be made as Moorhouse Consulting considers appropriate. We may at any time replace or reassign any personnel assigned by us to the Services provided that such replacement personnel shall be suitable for the responsibilities of that person in relation to the Services. In such circumstances we will endeavour to give you reasonable notice.

2.3 You will be responsible for ensuring that your people involved with this Contract have the appropriate skills and experience. If any of your people fail to perform as required, you will provide additional or replacement persons as we may reasonably request.

3 YOUR RESPONSIBILITIES

3.1 Where there is more than one addressee of the Engagement Letter, this Contract applies to each of you separately. An act or omission of one of you will be regarded as an act or omission of you all.

3.2 You are responsible for determining that the scope of the Services is appropriate for your needs.

3.3 Our performance of the Services, the timetable, the level of our Charges and any fee estimates each depend on the accuracy and completeness of any assumptions set out in the Engagement Letter and your performing your obligations under this Contract. Please tell us if you believe any of these assumptions are unrealistic for any reason.

3.4 You will give us all the information that is necessary for the performance of the Services. In this context, you agree we shall not be treated as being on notice of information given to us in the course of previous engagements and so all information that is relevant to the Services must be given directly to the Moorhouse Consulting personnel providing the Services even if the same information has been given to us previously in the course of a different contract or engagement. Please note that, other than as set out in the Engagement Letter, we will not audit or otherwise test or verify the information provided to us in the course of the Services. You agree that we shall be entitled to rely on all information provided to us and on your decisions and approvals in connection with our Services and to assume that all such information provided to us from whatever sources is true, complete and not misleading and does not infringe any copyright or other third-party rights. We will not be responsible for the consequences should any of the information provided to us in the course of the Services not be complete, accurate or current or if it infringes any copyright or other third-party rights.

3.5 Where needed to assist us in performing the Services, you will (i) take decisions and obtain management approvals promptly; (ii) give us full and prompt access to your people and premises and those of your affiliates and to your other advisers associated with the engagement, together with all necessary administrative support; (iii) obtain any approvals, licences and security clearances promptly (including any relating to third parties, our personnel and any subcontractors). You also agree to keep us promptly informed of any proposals or developments in your business relevant to the Services and of any facts, circumstances or other matters of which you or any of your people are or become aware which are relevant to the Services.



3.6 Where you require us or any of the Moorhouse Consulting Parties or our subcontractors, to perform the Services at your premises or using your computer systems or telephone networks, you will ensure that all arrangements are made for access (including to security procedures), facilities, licenses or consents as may be required (without cost to us).

3.7 You agree that you remain solely responsible for managing all aspects of your business, for taking all decisions and operating all accounting, internal control or management information systems. This includes applying your independent business judgement to evaluate any advice or recommendations that we give you. You will be responsible for deciding whether our recommendations make sense in the context of your business, and whether you wish to rely on, implement or act on them, including the actions necessary to realise any expected benefits. We will not assume any management responsibilities in connection with the Services.

3.8 Where you are using third parties to provide information, materials or other services or assistance in support of the Services, or you are employing other suppliers whose work may affect our ability to deliver the Services, you will be responsible for the management of such persons and their performance, including the timeliness and quality of their input and work.

3.9 You will be responsible for paying the Charges (without set-off or deduction) in accordance with this Contract. Where there is more than one addressee of the Engagement Letter, unless the Engagement Letter provides otherwise, each of you shall be liable to pay our Charges in full separately and together as a group.

3.10 You will be responsible for your people's compliance with your obligations under this Contract.

4 RESPONSIBILITIES TO EACH OTHER

Confidentiality

4.1 We each agree that where either of us is in possession of information about the other that is by its nature confidential, or is designated as such by the other (whether in writing or orally), including this Contract ("**Confidential Information**"), we each undertake to (i) keep it confidential; (ii) use it only in connection with providing and receiving the Services; and (iii) not to disclose it to any other person without the other's prior written consent. These undertakings will not apply to any information that is or becomes generally publicly available for reasons not due to the recipient's default, was possessed without any obligation of confidence prior to the commencement of the Services (or prior to being designated as Confidential Information), or is lawfully acquired from a third party who is under no obligation of confidence, or which is or has been independently developed by the recipient.

4.2 We each will be entitled to disclose Confidential Information to our legal advisors, to protect our own legitimate interests and to comply with any legal, professional or regulatory requirement. You agree to reimburse any costs we may incur in complying with any such disclosure requirement relating to any of our Services to you imposed in any proceedings or regulatory process not involving any substantive claim or proceeding against us, provided that we notify you promptly and, where reasonably or legally possible, prior to disclosure.

4.3 You agree that we may share Confidential Information with any subcontractors we use to provide the Services (or more generally to support our office administration) on the understanding that they will treat the information as Confidential Information in accordance with the provisions of this Contract.

4.4 When offering our services to others we may disclose to them that we have acted for you unless you instruct us to the contrary.

4.5 Nothing in this Contract will prevent or restrict any Moorhouse Consulting Party from providing services to other clients (including services which are the same or similar to the Services) or using or sharing for any purpose any knowledge, experience and skills used in, gained or arising from performing the Services subject to the obligations of confidentiality set out in clause 4.1 even if those other clients' interests are in competition with your own. Equally, you agree that to the extent that we possess



information obtained under an obligation of confidentiality to another client or other third party, we are not obliged to disclose it to you or make use of it for your benefit, however relevant it may be to the Services.

Processing of Personal Data

4.6 We each agree that in respect of the performance of our respective obligations under this Contract we will comply with all applicable requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK) (the “**Data Protection Legislation**”).

4.7 The terms ‘controller’, ‘data subject’, ‘personal data’, and ‘process’ shall have the meanings given to them in the Data Protection Legislation. The term ‘**client personal data**’ means any personal data provided to us by you, or on your behalf, for the purpose of providing the Services pursuant to this Contract. The term ‘**Moorhouse personal data**’ means any personal data provided to you by us, or on our behalf, for the purpose of procuring or receiving the Services.

4.8 We shall each be considered an independent data controller in relation to the client personal data and the Moorhouse personal data. We will each process the respective client personal data or Moorhouse personal data as controller based on the terms of this Contract.

4.9 Without prejudice to the generality of clause 4.6, you shall only disclose client personal data to us and we shall only disclose Moorhouse personal data to you where we each have (i) provided the necessary information to the relevant data subjects regarding its use; (ii) a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject’s consent; and (iii) complied with the necessary requirements under the Data Protection Legislation to permit transfer to the other. We each agree to indemnify the other in relation to any loss arising in respect of any failure to provide the necessary information to the relevant data subjects in relation to (i) to (iii) above.

4.10 We shall only process the client personal data for the purposes of (i) providing the Services and performing any other obligations under this Contract; (ii) complying with our legal or regulatory obligations; (iii) if you have authorised it, providing you electronically or otherwise with information about us and our range of services, (such as events/seminars we are holding, or publications or newsletters, which we believe may be of interest), as well as services of our affiliates; and (iv) our legitimate interests (e.g. administering, managing and developing our business and services including maintaining and using our general administrative or client relationship management systems, incorporating our IT systems and quality and risk management reviews), where those interests are not overridden by the data subjects’ own privacy rights. We may also specify further purposes in the Engagement Letter or from time to time agree with you in writing other purposes.

4.11 You shall only process the Moorhouse personal data for the purposes of (i) procuring the Services; (ii) receiving the Services and (iii) complying with your legal or regulatory obligations.

4.12 We shall each maintain commercially reasonable and appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of (i) the client personal data and against accidental loss or destruction of, or damage to, the client personal data in our case; and (ii) the Moorhouse personal data and against accidental loss or destruction of, or damage to, the Moorhouse personal data in your case.

4.13 Neither party shall, without the prior written consent of the other, transfer any personal data of the other outside the United Kingdom or to an international organisation. Where consent is so granted by a party, the other party shall ensure that any such transfer is effected by way of appropriate safeguards permitted under and in compliance with the Data Protection Legislation.



4.14 Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of us to comply with the Data Protection Legislation in respect of the Services in accordance with this Contract.

Conflicts of Interest

4.15 It is our practice, in appropriate circumstances, to check for conflicts of interest before taking on engagements. Moorhouse Consulting provides many different professional services to clients and we cannot be certain that we will identify promptly all situations where there may be a conflict with your interests. Please notify us promptly of any potential conflict affecting this engagement of which you are, or become aware.

Electronic Communications

4.16 We each agree that we may communicate with each other by e-mail and/or the internet. You further acknowledge that in order for Moorhouse Consulting personnel to operate effectively and efficiently from your premises they may require access to your networks, for example, to enable access to Moorhouse Consulting applications and systems. We each recognise that e-mail is inherently insecure and that e-mails can become corrupted, are not always delivered promptly (or at all) and that other methods of communication may be appropriate. In addition, the internet is prone to viruses. Similar hazards apply where we access our systems via your networks. We each recognise these hazards and so each of us will be responsible for protecting our own systems and interests and neither of us will be responsible to the other on any basis (contract, tort or otherwise) for any loss, damage or omission in any way arising from the use of e-mail or the internet as a form of communication or from our personnel connecting to or accessing your network.

Non-Solicitation

4.17 We each agree not to offer employment to or solicit the other's personnel who within 6 months of such action have been involved directly in the Services or otherwise connected to this Contract (except where an individual responds directly to a general recruitment campaign) nor use the services of any such personnel (either directly or via a third party) for a period of 6 months from the date that the individual concerned ceases to be permanently involved with the Services.

5. DELIVERABLES

Drafts and Oral Discussions

5.1 In formulating our conclusions, we may discuss ideas with you orally or show you drafts of the Deliverables for your comment. We do this on the basis that you will not rely on any drafts or oral comments or advice unless their content is finalised and confirmed to you in writing in the final Deliverables. Accordingly, we will not be responsible if you choose to act, or refrain from acting, on the basis of any drafts or oral comments or advice. If you want to rely or act on oral comments, or advice, please let us know in order that we may deal with them in our final Deliverables.

5.2 For your convenience documents may be made available to you in electronic as well as hard copy format. Multiple copies and versions of documents may therefore exist in different media. In the case of any discrepancy the hard copy shall be regarded as definitive.

Acceptance

5.3 For the purposes of this Contract, "**Deliverables**" shall mean any item to be delivered to the Client as part of the Services, but shall not include any third party software or related documentation including any modifications, enhancements or derivatives licensed directly to you from a third party. You agree that each Deliverable will be deemed accepted by you (and our Services, or the relevant part of them, completed) when the acceptance procedures specified in the Engagement Letter for that Deliverable are successfully completed, or in the absence of such procedures if that Deliverable is not rejected by you in writing within 15 days of delivery, or when you first make use of the Deliverable, whichever occurs first.



Use of Deliverables

5.4 The Deliverables and any other advice we provide to you are for your exclusive internal use and should be used solely for the purpose described in the Engagement Letter. They must not be used for any other purpose, disclosed, recited or referred to in any document, copied or made available (in whole or in part) to any other person without our prior written consent (including on any terms we may stipulate), except (i) to your legal advisors who may use them only to give you advice relating to the Services; and (ii) to the extent, and for the purposes, required by law or any professional or regulatory obligation (of which you will promptly notify us). If we consent to you disclosing any Deliverable (in whole or in part), you shall not alter, edit or modify it from the form we provide.

5.5 Except as expressly provided by the Engagement Letter, no person other than you may rely on the Deliverables and/or information derived from them and we accept no responsibility or liability for Losses to any other person to whom the Deliverables are shown or into whose hands they may come.

Post Date Events

5.6 We have no responsibility to update any Deliverable for events occurring after acceptance of that Deliverable unless provided otherwise in the Engagement Letter, nor to monitor its continuing relevance or suitability for your purposes.

Ownership and Intellectual Property

5.7 We may use ideas, concepts, techniques, data, templates, software, designs, utilities, tools, models, systems and other methodologies, processes and know-how ("**Materials**") that we own or license in performing the Services. Notwithstanding the delivery of any Deliverables, we own and retain ownership of all intellectual and other proprietary rights of any kind in the Materials (including any improvements or knowledge developed while performing the Services), the Deliverables and in all other reports, materials, documentation, software and any working papers compiled in connection with the Services (but not your Confidential Information reflected in them).

5.8 Upon payment in full for the Services and acceptance of the Deliverables, you may use any Materials included in the Deliverables, as well as the Deliverables themselves as permitted by this Contract.

5.9 Moorhouse Consulting hereby grants to the Client a non-exclusive, perpetual, non-transferable licence to use, reproduce, distribute and modify the Deliverables for the Client's internal business purposes only.

5.10 Each party agrees that it will not use the other's name, trademarks, service marks, logos, trade names and/or branding without the other party's prior written consent.

6 WARRANTIES

6.1 Moorhouse Consulting warrants that it will perform the Services with reasonable care and skill. Moorhouse Consulting's obligation and your remedy for any breach of this warranty is that we will re-perform any non-conforming Services as soon as reasonably practical, provided that you give us written notice of any breach within 30 days after the non-conforming Services are performed. We will have no other liability for any breach of the warranty in this clause 6.1 if we re-perform the non-conforming Services in compliance with such warranty.

6.2 The express representations, warranties and obligations of Moorhouse Consulting in this Contract are made expressly in place of and to the exclusion (to the fullest extent permitted by law) of all other representations, warranties, terms and conditions, express or implied, statutory or otherwise, relating to anything supplied or to be supplied and services provided or services to be provided by or on behalf of Moorhouse Consulting under or in connection with this Contract including without limitation any implied terms as to performance, fitness for a particular purpose, satisfactory quality or otherwise relating to the Services and Deliverables or any part, and are subject to the limitations on liability referred to in this Contract.



7 LIABILITY PROVISIONS

7.1 Without prejudice to any defence which we may have, you agree that we will not be liable to you for any loss, liability, damage, cost, charge or expense of whatever nature and howsoever caused arising under or in connection with this Contract and including interest (together “**Losses**”) unless and then only to the extent that such Losses are finally determined by a court of competent jurisdiction (including the conclusion of any appeal) to have resulted from our breach of contract or negligence, subject always to the following provisions:

7.1.1 We will not be liable for any Losses arising out of your use of our Deliverables or our advice for a purpose other than set out in the Engagement Letter.

7.1.2 We will not be liable for Losses arising from the acts or omissions of any person other than Moorhouse Consulting Parties or any subcontractor we may use to provide the Services.

7.1.3 We will not be liable for Losses arising as a result of the provision of false, misleading or incomplete information or documentation by, or the withholding or concealment or misrepresentation of information or documentation by, or the infringement of any copyright or other third-party rights in any information or documentation by, any person other than the Moorhouse Consulting Parties unless and then only to the extent that detection of such defect in the information or documentation or such withholding, concealment, misrepresentation or infringement should reasonably have been expected because it was evident without further enquiry from the information or documentation provided to us and was expressly required to be considered by us pursuant to the provision of the Services.

7.1.4 Any liability which we may have to you under or in connection with this Contract for Losses suffered by you shall (so far as is permitted by law) be limited to such an amount as is finally determined to be just and equitable, having regard to the extent of responsibility for the Losses of us, you, (including your directors, officers, employees or agents), and any person other than us who is jointly or severally liable to you for all or part of the same Losses, provided always that Moorhouse Consulting’s liability to you shall not under any circumstances exceed in aggregate the amount set out in clause 7.1.5 below. Any limitation or exclusion or restriction on the liability of any such other person under any jurisdiction, whether arising under statute or contract or resulting from death, bankruptcy or insolvency, or any settlement of such liability agreed with you, or any difficulty enforcing any claim, shall be ignored for the purposes of determining whether that other person is liable to you and the extent of responsibility of that other person to you.

7.1.5 Our total liability of whatever nature, whether in contract, tort (including, without limitation, negligence), under statute or otherwise to you and to all other persons who we both have agreed may have the benefit of and rely on our work on the terms hereof, (you and they each a “**Beneficiary**”) for any and all Losses arising from or in any way in connection with this Contract shall not exceed in aggregate the greater of £500,000 (five hundred thousand pounds sterling) or an amount equal to 125% of the fees paid by you to Moorhouse Consulting for the Services at the date of the breach.

7.1.6 Where there is more than one Beneficiary of the Services, the limitation in clause 7.1.5 on our total liability to all Beneficiaries shall be apportioned by them amongst them. No Beneficiary shall dispute or challenge the validity, operation or enforceability of this clause on the grounds that no such apportionment has been so agreed or on the grounds that the agreed share of the limitation amount so apportioned to any Beneficiary is unreasonably low.

7.1.7 In no event shall we be liable to you, whether in contract, statute, tort (including, without limitation, negligence) or otherwise for (i) loss or damage incurred as a result of third party claims; (ii) loss of profit, goodwill, business opportunity or anticipated savings, loss of or corruption to data, loss of revenues or wasted management or staff time; or (iii) incidental, special, punitive, exemplary, indirect or consequential loss or damage; (together “**Excluded Losses**”) which you may suffer, howsoever caused and whether or not you or we knew, or ought to have known, that the Excluded Losses would be likely to be suffered by you.



7.2 Nothing in this Contract shall exclude, restrict (or prevent a claim being brought in respect of) any liability for death or personal injury or arising from fraud or other liabilities which cannot lawfully be limited or excluded.

7.3 Unless and then only to the extent they have been finally and determined by a court of competent jurisdiction (including the conclusion of any appeal) to have been caused by the fraud of any of the Moorhouse Consulting Parties, you agree to indemnify and hold harmless us and the Moorhouse Consulting Parties against all Losses which we or they incur in the defence and settlement (including meeting any judicially determined award of damages) of any demand, action, claim or proceeding (a "Claim") brought by any third party in any way arising in connection with this Contract (including in connection with any unauthorised disclosure of any advice or Deliverables or unauthorised use of or reliance on any advice or Deliverables by a third party), whether or not such Claim is founded upon an allegation of our negligence.

7.4 Any claim or action brought by you under or in connection with this Contract must be brought within 24 months of the cause of action arising.

8 CHARGES AND PAYMENT

8.1 We will render invoices in respect of the Services comprising our fees, out-of-pocket expenses and any charges of specialists, subcontractors and advisers, plus applicable taxes including VAT (together our "Charges"). Our Charges will be in accordance with the arrangements set out in the Engagement Letter.

8.2 Unless otherwise specified in the Engagement Letter, we will invoice our Charges monthly in arrears and we will issue a final invoice to you on completion of the Services. These invoices are due for settlement within 30 days of receipt ("Due Date"). You agree that we are entitled to charge you interest on overdue invoices at 2% over the prevailing Royal Bank of Scotland plc base rate. Moorhouse Consulting shall have the right to suspend the provision of Services or any part if payment is not received by the Due Date. If you dispute any portion of an invoice, you shall notify us within 7 days of receipt of the disputed invoice and pay the undisputed portion of that invoice by the Due Date.

8.3 We will be entitled to receive all Charges incurred up to the date of termination of this Contract for any reason.

9 TERMINATION

9.1 We each may terminate this Contract with immediate effect by written notice to the other on or at any time after the occurrence of any of the following events: (i) a material breach by the other party of an obligation under the Contract and, if the breach is capable of remedy, the other party failing to remedy the breach within 30 days of receipt of the notice; (ii) the other party passing a resolution for its winding-up or a court of competent jurisdiction making an order for the other party's winding-up or dissolution; (iii) the making of an administration order in relation to the other party, or the appointment of a receiver over, or an encumbrancer taking possession of or selling, an asset of the other party; (iv) the other party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally; or (v) any event analogous to those set out in paragraphs (ii) to (iv) in any relevant jurisdiction.

9.2 Should any action taken by you create a situation which amounts to a professional conflict of interest under the rules of the professional and/or regulatory bodies regulating the activities of Moorhouse Consulting Parties, we may terminate this Contract without penalty on written notice. We will inform you as soon as reasonably practicable of any situation that occurs of which we become aware, that may create a professional conflict which could result in termination in accordance with this clause 9.2.

9.3 Any provisions of this Contract which either expressly, or by their nature, extend beyond the expiry or termination of this Contract shall survive such expiration or termination.



10 GENERAL

Negotiation / Mediation

10.1 We each agree that we will attempt in good faith to resolve any dispute or claim arising out of or in connection with this Contract promptly through negotiations between your senior executives and our management. If the matter is not resolved through negotiation then, prior to the commencement of legal proceedings, we will each attempt in good faith to resolve the dispute or claim by participating in an Alternative Dispute Resolution (“ADR”) procedure which, if not otherwise agreed, will be as recommended to us by the Centre for Effective Dispute Resolution. If the matter has not been resolved by an ADR procedure within 45 days of such procedure being commenced, then the matter may be dealt with through legal proceedings.

Legal and Other Obligations

10.2 Nothing in this Contract precludes us from taking such steps as are necessary in order to comply with any legal or regulatory requirement or any professional or ethical rules of any relevant professional body of which we or any of our personnel are, at the time, a member.

Force Majeure

10.3 Neither of us will be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control, save that your obligations to pay Charges on the Due Date shall not be so affected. In the event of any such events or circumstances affecting one of us, that one shall be obliged as soon as reasonably practicable to notify the other.

Notices

10.4 All notices hereunder shall be: (i) in writing; (ii) delivered to the representatives of the parties at the addresses specified in the Engagement Letter (unless changed by either party upon written notice to the other party), and (iii) effective upon receipt.

Waiver

10.5 Failure to exercise or enforce any rights shall not amount to a waiver of such rights.

Subcontractors

10.6 We may subcontract the provision of the Services or any part to any person who may deal with you directly. Nevertheless, we alone will be responsible to you for the performance of the Services, and our other obligations under this Contract.

Governing Law

10.7 This Contract and our relationship is governed by and interpreted in accordance with English law. A claim may only be brought against us (in contract, tort or otherwise) if it can be brought in English law without reference to the law of any other country.

Jurisdiction

10.8 The Courts of England and Wales shall have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaim) that may arise in connection with any aspect of the legal relationship established by this Contract or otherwise arising in connection with this Contract. We each submit irrevocably to the jurisdiction of the Courts of England and Wales.

