

HK Terms & Conditions

Our relationship with you

1. We will perform the Services using reasonable skill and care.
2. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other; you accept that our employees and agents are not authorised to make any representations in respect of the Services; you acknowledge that you do not rely on any such representations, unless we have specifically accepted and agreed to them, as confirmed to you in writing.
3. We may subcontract portions of the Services to other firms, where the area of expertise, complexity level or resource constraints dictate, and the representatives of these firms may deal with you directly. Nevertheless, we alone will be responsible to you for the Deliverables (as defined in section 17 of these terms), the performance of the Services, and our other obligations under this Agreement.
4. We will not assume any management responsibilities in connection with the Services.
5. Your particular attention is drawn to the sections of these terms under the headings 'Limitations', 'Indemnity', 'Term and Termination', 'Internal disputes within or between Addressees (or Other Entities)' and 'Disengagement'.

Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services.
7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf ('Client Information') will be accurate and complete in all material respects, and the provision of Client Information to us will not infringe any copyright, rights in respect of the processing of personal data or other third party rights.
9. We will rely on the Client Information made available to us and, unless we expressly agree otherwise, we will have no responsibility to evaluate or verify it.

10. You shall be responsible for your personnel's compliance with your obligations under this Agreement; if the performance of our obligations under this Agreement is prevented or delayed by any act or omission caused by you, or made on your behalf, you accept that we shall not be liable for any resulting losses or costs, arising from those circumstances.

Client identification and verification

11. As with other professional services firms, we are required to identify and verify our clients for the purposes of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 as amended ('MLR 2017'). Save in exceptional circumstances we cannot start work until this requirement has been met. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases including ID verification software.

Professional body rules

12. We will observe and act in accordance with the by-laws, regulations and ethical guidelines of the Chartered Institute of Taxation ('CIOT') and the Institute of Chartered Accountants of Scotland ('ICAS') and we will accept instructions to act for you on this basis.
13. We will not undertake tax planning which breaches the Professional Conduct in Relation to Taxation. We will therefore comply with the general anti-abuse rule and the targeted anti-avoidance rule.
14. We will not be liable for any losses, damages, cost or expenses arising from our compliance with statutory or regulatory obligations. The requirements are available online at <https://www.tax.org.uk/>
15. The implications of professional body membership as it relates to DPA 2018 and the UK GDPR are set out in our Data Privacy Notice.

The Provision of Services Regulations 2009 ('Services Directive')

16. In accordance with our professional body rules, we are required to hold professional indemnity insurance. Details about the insurer and coverage can be found at our offices or by request from us.

Deliverables

- 17.** Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“Deliverables”), other than Client Information, are for your internal use only (consistent with the purpose of the particular Services).
- 18.** You may not disclose a Deliverable (or any portion or summary of a Deliverable), or refer to us in connection with the Deliverable, except:
- to your lawyers (subject to these disclosure restrictions), who may review it only in connection with advice relating to the Services;
 - to the extent, and for the purposes, required by law (and you will promptly notify us of such legal requirement to the extent you are permitted to do so);
 - to other persons (including your affiliates), with our prior written consent, who may use it only as we have specified in our consent; or
 - to the extent it contains Tax Advice, as set forth in section 19 of these terms.
- An ‘affiliate’ of an entity (for the purpose of this Agreement) shall mean an entity or individual that controls, is controlled by, or is under common control with, the first entity, and ‘control’ means the ability to direct the policies or operations of an entity, whether by contract, ownership of equity interests, or otherwise.
- 19.** You may disclose to anyone a Deliverable (or any portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate (‘Tax Advice’). With the exception of tax authorities, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose without our prior written consent.
- 20.** If you are permitted to disclose a Deliverable (or a portion thereof), you shall not alter, edit or modify it from the form we provided.
- 21.** You may incorporate into your documents our summaries, calculations or tables based on Client Information contained in a Deliverable, but not our recommendations, conclusions or findings. You must assume sole responsibility for the contents of those documents and you must not externally refer to us in connection with them.
- 22.** You may not rely on any draft Deliverable. We shall not be required to update any final Deliverable for circumstances of which we become aware, or events occurring, after its issue; a Deliverable only applies based on the law applicable as at the date of its issue.

UK disclosure regimes

Disclosure of Tax Avoidance Schemes (‘DOTAS’)

- 23.** There is a specific disclosure regime for certain arrangements where a main benefit is obtaining an advantage in relation to income tax, National Insurance Contributions (‘NIC’), capital gains tax, inheritance tax (‘IHT’), annual tax on enveloped dwellings (‘ATED’) or stamp duty land tax. We will determine at our sole discretion whether we should notify HMRC of any arrangements on which we advise you. You may separately have an obligation to notify HMRC if you have undertaken any notifiable arrangements and there is no tax advisor who notifies HMRC and provides you with a Scheme Reference Number (‘SRN’). This can arise if there is no tax advisor within the definition of a promoter or where the promoter is prevented by legal professional privilege from notifying HMRC or is not resident in the UK. You are usually required to notify HMRC within either 5 or 30 days of entering into the first transaction forming part of the notifiable arrangements and you may be liable to a penalty if you fail to comply.
- 24.** We will provide you with any SRNs issued to us by HMRC relating to arrangements on which we have advised you and we will ensure that the SRNs are disclosed where required on the appropriate tax returns or otherwise separately reported to HMRC. It is your responsibility to advise us of any SRNs given to you by another person (including other advisers and HMRC) so that these can also be disclosed as appropriate. Where we have provided you with a SRN we are also required to notify HMRC of your name, address, unique tax reference number or Tax Identifier Number, National Insurance number and the SRN within 30 days of the end of the calendar quarter in which the obligation to provide you with the SRN arises.
- 25.** If you implement an arrangement, within the scope of the regime, from which you expect to obtain an IHT advantage, you must report the SRN issued by HMRC within 12 months of the end of the month in which you first entered a transaction forming part of the arrangement. The number should be reported in an IHT account (IHT100) if you are liable to submit one no later than this deadline date and you do, in fact, submit the account by this date. In all other circumstances the number should be reported on form AAG4 (IHT).
- 26.** We will be pleased to advise you on any obligations that may arise for you under this regime, if instructed to do so, and we will charge for this on our normal basis of charging explained in the ‘Fees’ section of the Cover Letter.

EU Mandatory Disclosure Regime (‘EU MDR’)

- 27.** The EU published Council Directive (EU) 2018/822 revising Council Directive 2011/16/EU (commonly known as ‘DAC6’) on administrative cooperation in the field of taxation in 2018.

- 28.** The revision required intermediaries which met certain EU nexus criteria to disclose to the relevant tax authorities certain cross border arrangements which contained one or more of a prescribed list of hallmarks. Where a particular intermediary is outside the EU or exempt from disclosing due to legal professional privilege, the obligation to disclose falls on another intermediary or, if none, the relevant taxpayers. The reported arrangements will be automatically exchanged among relevant tax authorities, including the EU Member States' tax authorities. The disclosure includes details of relevant taxpayers, their associated parties (as defined) and the cross-border arrangement in question. This disclosure regime applies to all taxes except value added tax, customs duties, excise duties and compulsory social security contributions. The disclosure regime covers reportable cross-border arrangements where the first step of implementation takes place after 25 June 2018.
- 29.** The disclosure regime, which this revision introduced, had already been transposed into national law, prior to the conclusion of the UK's Free Trade Agreement ('FTA') with the EU, and as such certain amendments to national law took effect following the end of the transition period for Brexit on 31 December 2020.
- 30.** HMRC has confirmed that the UK will no longer be applying the EU MDR in its entirety; however, reporting will still be required for a limited time for arrangements which meet hallmarks under Category D of the EU MDR. This change applies to all reportable cross-border arrangements where the first step of implementation takes place after 25 June 2018.
- 31.** The UK consulted on the Organisation for Economic Co-operation and Development (OECD) Mandatory Disclosure Rules (the 'OECD MDR') and implemented UK model Mandatory Disclosure Rules on 28 March 2023, to replace the EU MDR.
- 32.** We and any firms to which we subcontract portions of the Services, will determine at our and their sole discretion whether we or they are required to disclose any reportable cross-border arrangements covered by the Services under this regime. To the extent possible, we will endeavour to share with you in advance any disclosure that we have the obligation to make in respect of the Services, and we will in any event provide you with a copy of the disclosure submitted at your request.
- 33.** We will be pleased to advise you on any obligations that may arise for you under this regime, if instructed to do so, and we will charge for this on our normal basis of charging explained in the 'Fees' section of the Cover Letter.

Confidentiality

- 34.** Except as otherwise permitted by this Agreement, neither we nor you may disclose to third parties the contents of this Agreement or any information (other than Tax Advice in accordance with section 19 of these terms) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary without the other's prior written consent. Either of us may, however, disclose such information without the other's prior written consent to the extent that it:

 - is required by other firms to which we have subcontracted portions of the Services to facilitate the performance of those portions of the Services;
 - is or becomes public other than through a breach of this Agreement;
 - is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
 - was known to the recipient at the time of disclosure or is thereafter created independently;
 - is disclosed as necessary to enforce the recipient's rights under this Agreement; or
 - must be disclosed under applicable law, legal process or professional regulations. You agree that if you receive any request under the Freedom of Information Act 2000 (where you are subject to it) for disclosure of information provided by us, you will promptly notify us of such request prior to any disclosure.

If circumstances arise such that we disclose information to the National Crime Agency (NCA), due to the restrictions imposed by law we may be prevented from discussing such matters with you or from proceeding with the Services pending consent from the NCA. If this arises, we shall have no liability to you as a result of any suspension or termination of the Services.
- 35.** Subject to applicable law, we may provide Client Information and Deliverables to firms to which we subcontract portions of the Services who may collect, use, transfer, store or otherwise process it in various jurisdictions in which they operate for purposes related to the provision of the Services and complying with regulatory and legal obligations to which we and they are subject. We shall be responsible for maintaining the confidentiality of Client Information and Deliverables regardless of by whom such information is so dealt with on our behalf.
- 36.** Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

- 37.** In particular, you agree that we may correspond with HMRC, in connection with the Services we are performing pursuant to this Agreement, using electronic media and you accept HMRC's terms and conditions relating to electronic media communications as amended from time to time. You agree that we are not responsible for assessing the risks of corresponding with HMRC by electronic media, nor are we liable to you for any breach of your confidentiality or data privacy rights by HMRC.

Electronic and other communication

- 38.** Either of us may use electronic media to correspond or transmit information. The recipient is responsible for virus-checking emails and any attachments. With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices. However, electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses, nor for communications that are corrupted or altered after despatch. Nor can we accept any liability for problems or accidental errors relating to this means of communication, especially in relation to commercially sensitive material. These are risks you must accept in return for greater efficiency and lower costs. If you do not wish to accept these risks, please let us know and we will communicate by hard copy, other than where electronic submission is mandatory.
- 39.** Any communication by or between us, you and/or any third parties shall be deemed to arrive:
- if sent by email, at 9.00am UK time on the next Business Day (where a Business Day is Monday to Friday with the exclusion of any Bank Holidays in England or Wales) after transmission;
 - if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
 - if sent by pre-paid first-class post, other next day delivery service or commercial courier, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service.
- 40.** You are required to keep us up to date with accurate contact details at all times. This is important to ensure that communications, information and documents are not sent to the incorrect email or postal address.
- 41.** When accessing information held electronically by HMRC, we may have access to more information than we need and we will only access records reasonably required to carry out the Services pursuant to this Agreement.

Data protection

- 42.** You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that any Personal Data (as defined under UK GDPR) provided to us has been processed in accordance with applicable law.
- 43.** You agree that we may transfer Personal Data for the purposes related to and in connection with the Services, provided that Personal Data transferred to firms to which we subcontract portions of the Services, will only be transferred where such other firm(s) employ technical and organisational measures no less robust than those applied by us and where any such Personal Data is transferred to countries outside of the United Kingdom or the EU, the transfer will be effected by way of, and where there are, Appropriate Safeguards (as such term is defined under applicable data protection law).
- 44.** You acknowledge that we will act in accordance with our Data Privacy Notice, as it applies from time to time.

Fees and expenses

- 45.** You shall pay our professional fees and specific expenses in connection with the Services as detailed in the 'Fees' section of the Cover Letter. You shall also reimburse us for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the Cover Letter, payment is due upon presentation of each of our invoices.
- 46.** If we provide you with an estimate of our fees for the Services (or any portion of the Services), then the estimate will not be contractually binding unless we explicitly state that that will be the case.
- 47.** If we provide you with a fixed fee (or fee range) for the Services (or any portion of the Services), and it becomes apparent to us, due to unforeseen circumstances or the subsequent provision of further information or documents that materially impact on the scope of the Services, that this fixed fee (or fee range) is inadequate, we reserve the right to notify you of a revised fixed fee (or fee range) and to seek your agreement thereto.
- 48.** We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional services.
- 49.** If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

50. If you should appoint a new tax advisor on termination of this Agreement, and such tax advisor requests professional clearance and handover information, we reserve the right to charge fees in accordance with the 'Fees' section of the Cover Letter for the provisions of those items to the new tax advisor.
51. If you do not accept that an invoiced fee is fair and reasonable you must notify us within 21 days of receipt, failing which you will be deemed to have accepted that payment of the invoiced fee is due.
52. Where this contract exists between us and a purchaser acting in the course of a business, we reserve the right to charge interest on late-paid invoices at the rate of 8% above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998 or otherwise under applicable late payment legislation. We also reserve the right to suspend our Services or to cease to act for you on giving written notice if payment of any fees is unduly delayed. We intend to exercise these rights only where it is fair and reasonable to do so, but our exercise of them shall be in our sole discretion.
53. Insofar as we are permitted to do so by law or professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to this Agreement until all outstanding fees and expenses are paid in full.
54. Where there is more than one Addressee to this Agreement, liability for payment of any fees is joint and several between those Addressees, notwithstanding that an invoiced fee may be addressed to one particular Addressee.
55. Where any Addressee to this Agreement executes this Agreement for and on behalf of Other Entities to this Agreement, liability for payment of any fees is joint and several between that Addressee and those Other Entities, notwithstanding that an invoiced fee may be addressed to one of those Other Entities.
56. In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by HMRC. Assistance may be provided through insurance policies you hold or via membership of a professional or trade body. Other than where such insurance was arranged through us, you will need to advise us of any such insurance cover that you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.

Commissions and other benefits

57. In some circumstances we may receive commissions and / or other benefits for introductions to other professionals or in respect of transactions that we arrange for you. Where this happens we will notify you in writing of the amount and terms of payment and receipt of any such commissions or benefits. The same will apply where the payment is made to, or the transactions are arranged by, a person or business connected with ours. The fees you would otherwise pay will not be reduced by the amount of the commissions or benefits.

Limitations

58. Our liability to you is limited to losses, damages, costs and expenses directly caused by our negligence, fraud or wilful default.
59. We will not be responsible or liable for any losses, damages, costs or expenses incurred or sustained if information material to the Services we are performing pursuant to this Agreement is withheld or concealed from us or misrepresented to us (including without limitation incomplete, misleading or false information). This exclusion shall not apply where such withholding, concealment or misrepresentation is or should (in carrying out the procedures that we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry beyond that which it would have been reasonable for us to have carried out in the circumstances.
60. We will not be liable for any losses, damages, costs or expenses if they are caused by a failure to act on our advice.
61. We will not be liable for any losses, damages, costs or expenses caused by the acts or omissions of any other person. In particular, where we refer you to another firm whom you engage with directly, we accept no responsibility in relation to their work and will not be liable for any losses, damages, costs and expenses caused by them, or arising out of any introduction of them by us.
62. We will not be liable to you for any delay or failure to perform our obligations under this Agreement if the delay or failure is caused by circumstances outside our reasonable control.
63. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, loss of data or damage to goodwill, or any consequential, incidental, indirect, or special loss in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.

- 64.** Where there is more than one party to this Agreement (other than us, and taking into account any Other Entities), the limit of liability will have to be allocated among you. It is agreed that, save where an allocation is expressly agreed between you and stated in the Cover Letter, the limit of liability will be allocated such that you will each have an equal share of it. You shall not dispute the validity, enforceability or operation of the limit of liability on the ground that no allocation was expressly stated in the Cover Letter.
- 65.** If we are liable to you (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, our liability to you shall be several, and not joint, with such others, and shall be limited to our fair share of that total loss or damage, based on our contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
- 66.** You shall make any claim relating to the Services or otherwise under this Agreement no later than 3 years after the act or omission alleged to have given rise to the claim (issuing and serving any proceedings within 3 months following the expiry of that period) and agree to indemnify us for and against any loss arising from any failure to adhere to this provision and those time limits.
- 67.** The limitations in sections 58-67 of these terms will not apply to any liability (including vicarious liability) for death or personal injury or arising as a result of fraud on our part nor to any liability which cannot lawfully be excluded or limited.
- 68.** You may not make a claim or bring proceedings under this Agreement or otherwise relating to the Services against our members, officers, employees or subcontractors on a personal basis. You shall make any claim or bring proceedings only against [Bentley Reid & Co Limited/ Bentley Reid Limited].

Indemnity

- 69.** The advice and information we provide to you as part of the Services is for your sole use and not for any third party to whom you may communicate it unless we have expressly agreed in writing that a specified third party may rely on our work. We accept no responsibility to third parties, including any of your affiliates who is not an Addressee or Other Entity of this Agreement, for any advice, information or material produced as part of our work for you that you make available to them.

- 70.** To the fullest extent permitted by applicable law and professional regulations, you shall indemnify us, against all claims by third parties (including your affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of a third party's use of or reliance on any Deliverable (including Tax Advice) disclosed to it by or through you or at your request. You shall have no obligation hereunder to the extent that we have specifically authorised, in writing, the third party's reliance on the Deliverable.

Intellectual property rights

- 71.** We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that we own in performing the Services. Notwithstanding the issue of any Deliverables, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).
- 72.** Upon payment for the Services, you may use any Materials included in the Deliverables, as well as the Deliverables themselves as permitted by this Agreement.
- 73.** Neither we nor you may use or reference the other's name, logos or trademarks without the prior written consent of the other party, except where you are permitted to share any Deliverable(s), as permitted under these terms.

Term and termination

- 74.** This Agreement applies to the Services whenever performed (including before the date of this Agreement).
- 75.** This Agreement shall terminate on the completion of the Services. Either of us may terminate it, or any particular Services, immediately by giving written notice, including (but without limitation) where you fail to cooperate with us or we have reason to believe that you have provided us or HMRC with misleading information. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.
- 76.** In the event of termination of this Agreement, we will endeavour to agree with you the arrangements for the completion of work in progress at that time, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.
- 77.** We owe you no duties beyond the date of termination and will not perform any further Services. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement.

78. Our respective confidentiality obligations under this Agreement shall continue for a period of three years following the date or actual or deemed termination of this Agreement. The other provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

Non-exclusivity and conflicts of interest

79. You agree that we may, subject to professional obligations, act for other clients, including your competitors.

80. We reserve the right to act for other clients whose interests are not the same as or are adverse to yours, subject, of course, to the obligations of confidentiality set out at sections 34-37 of these terms.

81. If there is a conflict of interest in our relationship with you or in our relationship with you and another client that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, then we will accept those safeguards.

82. Where conflicts are identified that cannot be managed in a way that protects your interests then we regret that we will be unable to perform further Services. If this arises, we will inform you promptly.

Internal disputes within or between Addressees (or Other Entities)

83. If we become aware of a dispute or conflict of interest between the Addressees or Other Entities to this Agreement, we will require all Addressees (for themselves and for and on behalf of Other Entities) to (re)confirm the nominated person from whom we should accept instruction with regard to the Services as set out in the Cover Letter, and we will not provide Client Information, Deliverables or Services to one Addressee / Other Entity without the express knowledge and permission of all Addressees (for themselves and for and on behalf of Other Entities). Where the Addressees are not able to agree on and (re)confirm

the nominated person, or where conflicts are identified that cannot be managed in a way that protects the interests of all Addressees or Other Entities, then we regret that we will be unable to perform further Services or potentially complete Services for which work has been undertaken and we reserve the right to terminate this Agreement. If this arises, we will inform you promptly. During any such period you accept that delivery of any Services may be delayed. We do however reserve the right to continue to perform Services for one or more of these Addressees or other Entities between whom there is no internal dispute or conflict of interest under a new and separate agreement if they should so request.

84. If we become aware of a dispute between the parties who own or are in some way involved in the ownership and management of a business client, it should be noted that where our client is the business, we would not provide Client Information, Deliverables 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 / partners / members of the business or otherwise to the nominated person as set out in the Cover Letter. If conflicting advice, information or instructions are received from different directors / partners / members of the business or the nominated person, we will refer the matter back to the board of directors / the partnership / the LLP and take no further action until the board / partnership / LLP has agreed the action to be taken.

Disengagement

85. Should we resign or be requested to resign we will normally issue a disengagement letter to ensure that our respective responsibilities are clear.

86. 86. Should we have no contact with you for a period of one year or more, we may issue to your last known address a disengagement letter and thereafter cease to act.

87. 87. We reserve the right following termination of this Agreement for any reason to delete or destroy any of your information or documents that we have not been able to return to you after a period of 6 months unless other laws or regulations require otherwise. This is notwithstanding our normal policy as set out in our Data Privacy Notice.

Dispute resolution

88. We are committed to providing you with a high-quality service that is both efficient and effective and we welcome your feedback. If at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, or if there is any cause for complaint, you may take the matter up with Peter Clark, peter.clark@bentleyreid.com. We undertake to look into any complaint carefully and promptly, to do all we can to explain the position to you and to do everything reasonable to try and resolve it; this may include a request for representatives of you and us to set out in writing the matters in dispute and any response, to facilitate discussions in a good faith attempt to reach a mutual resolution. Should you remain dissatisfied with any aspect of our service, you may of course refer your complaint to one of our professional bodies, the CIOT or ICAS. We can provide further information on how you may contact our professional bodies on request.

Governing law

- 89.** This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, shall be governed by, and construed in accordance with, the law and practice of Hong Kong SAR.
- 90.** Each party agrees that the courts of Hong Kong SAR will have exclusive jurisdiction in relation to any claim, dispute or difference relating to this Agreement, the Services and any matter arising from this Agreement or the Services, to include any non-contractual matters, disputes or claims. Each party agrees to submit to those courts for these purposes and irrevocably waives any right to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

Force majeure

- 91.** Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

This Agreement

- 92.** This Agreement (to include any Cover Letter or other documentation referred to under these terms) constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements and understandings with respect thereto, including any confidentiality agreements previously delivered. Save in respect of any fraudulent misrepresentation, in entering this Agreement you and we agree that neither of us have relied on statements other than those included in the Agreement and both of us give up any claims arising out of statements other than those included in the Agreement.

- 93.** Both of us may execute this Agreement, as well as any modifications to it, by electronic means and each of us may sign a different copy of the same document as set out in the Cover Letter, each of which once signed shall be deemed to be an original.
- 94.** Both of us must agree in writing to modify this Agreement.
- 95.** Each of us represents that the person signing this Agreement hereunder on its behalf is expressly authorised to execute it and to bind each of us to its terms. You represent that you and any others for whom Services are performed (including the Other Entities) shall be bound by the terms of this Agreement.
- 96.** This Agreement is personal to you and therefore you may not assign any of your rights, obligations or claims under this Agreement.
- 97.** If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, then that provision will be deemed not to form part of this Agreement, but the other provisions shall remain in full force and effect and shall be interpreted as if such provision had never been inserted into the Agreement or, at our election, that such illegal, invalid or unenforceable provision is interpreted as closely as possible but where it is valid and enforceable.
- 98.** If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) these General Terms & Conditions (c) our Data Privacy Notice, and (d) other appendices to this Agreement.
- 99.** A party to this Agreement is the only person who has the right to enforce any of its terms; no rights or benefits are conferred on any person who is not a party to this Agreement, and as such no such third party may enforce any of the terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999.