TERMS OF BUSINESS

Updated 17 November 2026

The following terms of business apply to all engagements accepted by Black Fox Advisers Limited and Black Fox Audit LLP. All work is carried out under these terms except where changes are expressly agreed in writing.

1. APPLICABLE LAW

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

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

2. CLIENT IDENTIFICATION

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

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

2.3 Any personal data received from you to comply with our obligations under The Money Laundering, Terrorist Financing and Transfer for Funds (Information on the Payer) Regulations 2017 as amended by the 2022 regulations (MLR 2017) will be processed only for the purposes of preventing money laundering or terrorist financing. No other use will be made of this personal data unless use of the data is permitted by or under enactment other than the MLR 2017, or we have obtained the consent of the data subject to the proposed use of the data.

3. CLIENTS' MONEY

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

3.2 If the total sum of money held on your behalf is enough to give rise to a significant amount of interest or is likely to do so, we will put the money in a designated interest-bearing client bank account and pay the interest to you. Subject to any tax legislation, interest will be paid gross.



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

4. COMMISSIONS OR OTHER BENEFITS

4.1 In some circumstances we may receive commissions or other benefits for introductions to other professionals or in respect of transactions which we arrange for you.

4.2 If 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 if the payment is made to, or the transactions are arranged by one of our associates. The fees you would otherwise pay will not be reduced by the amount of the commissions or benefits. You agree that we, or our associates, can retain the commission or other benefits without being liable to account to you for any such amounts.

4.3 If in the future, abnormally large commissions are received which were not envisaged when the engagement letter was signed, we will obtain specific consent to the retention of those commissions.

5. CONFIDENTIALITY

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

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

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

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

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

5.6 We will inform you of the proposed use of a subcontractor before they commence work, except where your data will not be transferred out of our systems and the subcontractor is bound by confidentiality terms equivalent to an employee.

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



5.8 This applies in addition to our obligations on data protection in section 7.

6. CONFLICTS OF INTEREST

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

6.2 If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests, we will adopt those safeguards. In resolving the conflict, we would be guided by ICAEW's Code of Ethics, which can be viewed at icaew.com/en/membership/regulations-standards-and-guidance/ethics. During and after our engagement, you agree that we reserve the right to act for other clients whose interests are or may compete with, or be adverse to, yours subject, of course, to our obligations of confidentiality and the safeguards set out in the paragraph on confidentiality above.

7. DATA PROTECTION

7.1. In this clause 7, the following definitions shall apply:

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

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

'controller', 'data subject', 'personal data', and 'process' shall have the meanings given to them in the data protection legislation;

'UK GDPR' means the Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020; and

'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020.

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

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

a) you have provided the necessary information to the relevant data subjects regarding its use (and you may use or refer to our privacy notice for this purpose);
b) you have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject's consent; and
c) you have complied with the necessary requirements under the data protection legislation to enable you to do so.



7.4. Should you require any further details regarding our treatment of personal data, please contact our Data Protection Officer.

7.5. We shall only process the client personal data:

a) in order to provide our services to you and perform any other obligations in accordance with our engagement with you;
b) in order to comply with our legal or regulatory obligations; and
c) where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects' own privacy rights. Our privacy notice contains further details as to how we may process client personal data.

7.6. For the purpose of providing our services to you, we may disclose the client personal data to our regulatory bodies or other third parties (for example, our professional advisors or service providers). The third parties to whom we disclose such personal data may be located outside of the United Kingdom. We will only disclose client personal data to a third party (including a third party outside of the UK) provided that the transfer is undertaken in compliance with the data protection legislation.

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

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

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

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

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

8. DISENGAGEMENT

8.1. If we resign, or are asked to resign, we will normally issue a disengagement letter to ensure that our respective responsibilities are clear. For non-audit clients, if we have no contact with you for



a period of two years or more, we may issue to your last known address a disengagement letter and thereafter cease to act.

9. ELECTRONIC AND OTHER COMMUNICATION

9.1. Unless you instruct us otherwise, we may, if appropriate, communicate with you and with third parties by email or other electronic means. The recipient is responsible for virus checking emails and any attachments.

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

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

10. FEES AND PAYMENT TERMS

10.1. Our fees may depend, not only upon the time spent on your affairs, but also on the level of skill and responsibility and the importance and value of the advice we provide, as well as the level of risk.

10.2. If we provide you with an estimate of our fees for any specific work, the estimate will not be contractually binding unless we explicitly state that will be the case. Otherwise, our fees will be calculated on the basis of the hours worked by each member of staff necessarily engaged on your affairs, multiplied by their charge-out rate per hour, VAT being charged thereon.

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

10.4. In some cases, you may be entitled to assistance with your professional fees, particularly in relation to any investigation into your tax affairs by 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 you have. You will remain liable for our fees regardless of whether all or part are liable to be paid by your insurers.

10.5. We will bill periodically and our invoices will be due for payment within 14 days of issue. Our fees are exclusive of VAT which will be added where it is chargeable. Any disbursements we incur on your behalf, and expenses incurred in the course of carrying out our work for you, will be added to our invoices where appropriate.



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

10.7. We reserve the right to charge interest on late paid invoices at the rate of 8% above bank base rates under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to suspend our services or to cease to act for you, having given written notice, if payment of any fees is unduly delayed. We intend to exercise these rights only if it is fair and reasonable to do so.

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

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

11. HELP US TO GIVE YOU THE BEST SERVICE

11.1. We are committed to providing you with a high-quality service that is both efficient and effective. If, at any point you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know by contacting the engagement principal.

11.2. We will consider carefully any complaint you may make about our service as soon as we receive it and do all we can to explain the position to you. We will acknowledge your letter within five business days of its receipt and endeavour to deal with your complaint within eight weeks.

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

11.4. If we do not answer your complaint to your satisfaction, you may, of course, take up the matter with our professional body, ICAEW.

11.5. For consumer agreements, should we be unable to resolve your complaint you may also be able to refer your complaint to an alternative dispute resolution (ADR) provider to try and reach a resolution. We will provide details of an ADR provider if we cannot resolve your complaint using our internal procedures. This is in addition to your ability to complain to ICAEW.

12. INTELLECTUAL PROPERTY RIGHTS AND USE OF OUR NAME

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

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

13. INTERPRETATION

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



business and the engagement letter or appendices, the relevant provision in the engagement letter or schedules will take precedence.

14. INTERNAL DISPUTES WITHIN A CLIENT

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

15. INVESTMENT ADVICE (INCLUDING INSURANCE DISTRIBUTION SERVICES)

15.1. Investment business is regulated by the Financial Services and Markets Act 2000. If, during the provision of professional services to you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority or licensed by a Designated Professional Body, as we are not.

16. LIEN

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

17. LIMITATION OF LIABILITY AND OF THIRD PARTY RIGHTS

17.1. We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses directly caused by our breach of contract, negligence, fraud or wilful default.

17.2. We will not be liable if such losses are caused by the acts or omissions of any other person or due to the provision to us of incomplete, misleading or false information, or if they are caused by a failure to act on our advice or a failure to provide us with relevant information.

17.3. 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 loss caused by them.

17.4. We will not be liable to you for any delay or failure to perform our obligations under the engagement letter if the delay or failure is caused by circumstances outside our reasonable control.

17.5. We will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service we are providing is withheld or concealed from us or misrepresented to us. This applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisors unless that misrepresentation, fraud or wilful default should have been evident to us without further enquiry.

17.6. If you, or any party on your behalf, fails to provide information to us by the deadlines requested by us, or does not provide us with full and accurate information by those deadlines, we shall not be responsible for any losses arising as a result of any subsequent failure by us to meet any filing or

other dates on your behalf, for example, completion of your accounts, even if the information is provided by you prior to such filing dates.

17.7. We shall not be liable for any losses arising if the advice we provide to you is used by you (or any other party we have agreed may rely on our advice) for any purpose other than that for which the advice is specifically agreed to be provided by us.

17.8. By engaging with us, you agree that any claim arising from this agreement will only be brought against us and not against any of our principals, partners, directors, members, employees, subcontractors, consultants or agents (or former principals, partners, directors).

17.9. The advice and information we provide to you as part of our service is for your sole use, and not for any third party to whom you may communicate it unless we have expressly agreed in the engagement letter that a specified third party may rely on our work. We accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, for any advice, information or material produced as part of our work for you which you make available to them.

17.10. A party to this agreement is the only person who has the right to enforce any of its terms, and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.

17.11. You agree to indemnify us (and any persons to whom we have subcontracted work on your behalf) in full in the event that any claim is brought against us (including any claim for negligence) for any loss arising to us as a result of any unauthorised disclosure by you of our advice or work provided to you under this agreement whether in writing or otherwise, or for any disclosure of such work with the removal by you or by any party to whom you have disclosed such work of any disclaimer that we have included within the work (for example, but not limited to, any disclaimer relating to the non-reliance to be placed upon such work as referred to in clause 17.3 above).

17.12. This indemnity will extend to the cost of investigating and defending any such claim, including payment of our fees at our usual hourly rates for any time that we spend for so doing, as well as any costs (including legal costs) at the full indemnity rate

18. PERIOD OF ENGAGEMENT AND TERMINATION

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

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

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



18.4. In the event of termination of our contract, we will endeavour to agree with you the arrangements for the completion of work in progress at that time, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we will not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

19. PROFESSIONAL RULES AND STATUTORY OBLIGATIONS

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

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

20. QUALITY CONTROL

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

20.2. When dealing with HMRC on your behalf we are required to follow Professional Conduct in Relation to Taxation. To enable us to do this, you are required to be honest with us and to provide us with all necessary information in a timely manner. For more information about 'Your Charter' for your dealings with HMRC, visit https://www.gov.uk/government/publications/hmrc-charter. To the best of our abilities, we will ensure that HMRC meet their side of the Charter in their dealings with you.

21. RELIANCE ON ADVICE

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

22. RETENTION OF PAPERS

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

Individuals, trustees and partnerships:

a) with trading or rental income: five years and 10 months after the end of the tax year

b) otherwise: 22 months after the end of the tax year.

Companies, Limited Liability Partnerships, and other corporate entities:

c) six years from the end of the accounting period.

22.2. Although certain documents may legally belong to you, we may destroy correspondence and other papers that we store electronically or otherwise that are more than seven years old, except documents we think may be of continuing significance. You must tell us if you wish us to keep any document for any longer period.

23. ARTIFICIAL INTELLIGENCE (AI)

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

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

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

23.2. In providing services to you, we may use software programmes to assist in the processing of your data. We are not liable for any shortfalls in the software that we use.

23.3. We are not responsible for any failure to deliver our services due to errors in transmission, internet outages, supplier infrastructure issues or any other failure that results in lack of availability of the software programmes or other online services required to enable us to provide you with the services we have agreed to perform. We are also not liable for any loss or corruption of data if you have breached the terms of any supplier of such software programmes (if you are provided with direct access to the programme).

23.4. We may need to share, allow access, or otherwise transfer your personal data with service providers (including AI/software providers) based outside the UK. Where this happens, we will only make transfers that are lawful under the UK GDPR.

That means we will:

- check whether the destination is covered by a UK "adequacy" decision (so data can flow freely); or
- put in place approved safeguards such as the UK International Data Transfer Agreement (IDTA) or the UK Addendum to the EU Standard Contractual Clauses (SCCs), and complete a transfer risk assessment; and
- apply appropriate technical and organisational measures (including encryption) to keep the data secure.

We will tell you, on request, which countries your data may be transferred to and what safeguards are used. You can object to a proposed transfer, but this may affect our ability to deliver the services. Your UK GDPR rights (including access, correction and objection) continue to apply.

24. THE PROVISION OF SERVICES REGULATIONS 2009

24.1. We are registered to carry on audit work in the UK by ICAEW. Details of our audit registration can be viewed at www.auditregister.org.uk, under reference number C011005162

24.2. Our professional indemnity insurer is Prosure Solutions Limited, of 150 Minories, London, EC3N 1LS. The territorial coverage is worldwide, excluding professional business carried out from an office in the United States of America or Canada, and excludes any action for a claim brought in any court in the United States or Canada.

25. TIMING OF OUR SERVICES

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