

General Terms of Business

These General Terms of Business apply to the delivery of services by KPMG to a client pursuant to a letter enclosing these General Terms of Business and recording the engagement ("**the Engagement Letter**").

Definitions

The meanings of the following words and phrases which are widely used in these General Terms of Business shall be as set out below:

Services — the services to be delivered by us under the Engagement Letter.

KPMG or we (or derivatives) — the KPMG contracting party as identified by our letterhead.

You (and derivatives) — the addressee (or addressees) of the Engagement Letter.

Services Contract — these General Terms of Business and the Engagement Letter, together with any documents or other terms applicable to the Services ("**Additional Terms**") to which specific contractual reference is made in the Engagement Letter.

KPMG Persons — the KPMG contracting party, each and all of our partners, directors, employees and agents, as the case may be, together with any other body or entity controlled by us or owned by us or associated with us and each and all of its partners, directors, employees and agents and "**KPMG Person**" shall mean any one of them.

Other Beneficiaries — any and each person or organisation identified in the Engagement Letter (other than you) as a beneficiary of the Services or any product thereof.

Our services and responsibilities

1. The Engagement Letter shall set out the Services to be delivered by us and associated matters. These General Terms of Business shall be subject to variation if required in the Engagement Letter.
2. The Services shall be delivered with reasonable skill and care.
3. Where individuals to be involved in delivering the Services are named in the Engagement Letter, we shall use reasonable endeavours to ensure that they are so involved. We may substitute those identified for others of equal or similar skills but we shall consult you before doing so.

4. We may acquire sensitive information concerning your business or affairs in the course of delivering the Services ("**Confidential Information**"). In relation to Confidential Information we shall comply with the confidentiality standards of our regulatory body, the Institute of Chartered Accountants in England & Wales and we shall adhere to the confidentiality restrictions imposed on us by any other authority in the United Kingdom with whose requirements we are bound to comply, as well as any obligations imposed on us by English law. We shall be entitled to comply with any requirement of English law, of our regulatory body or any other authority in the United Kingdom with whose requirements we are bound to comply to disclose Confidential Information. This clause shall not apply where Confidential Information properly enters the public domain. This clause shall not prohibit our disclosure of Confidential Information where we wish to disclose it to our professional indemnity insurers or advisers, in which event we may do so in confidence only.

For the purposes of marketing or publicising or selling our services we may wish to disclose that we have performed work (including the Services) for you, in which event we may identify you by your name and we may indicate only the general nature or category of such work (or of the Services) and any details which have properly entered the public domain.

5. We may supply written advice or confirm oral advice in writing or deliver a final written report or make an oral presentation on completion of the Services. Prior to completion of the Services we may supply oral, draft or interim advice or reports or presentations but in such circumstances our written advice or our final written report shall take precedence. No reliance shall be placed by you on any draft or interim advice or report or any draft or interim presentation. Where you wish to rely on oral advice or on an oral presentation made on completion of the Services, you shall inform us and we shall supply documentary confirmation of the advice concerned.
6. We shall not be under any obligation in any circumstances to update any advice, report or any product of the Services, oral or written, for events occurring after the advice, report or product concerned has been issued in final form.
7. Any product of the Services released to you in any form or medium shall be supplied by us on the basis that it is for your benefit and information only and that it shall not be copied, referred to or disclosed, in whole (save for your own internal purposes) or in part, without our prior written consent. The



Services shall be delivered on the basis that you shall not quote our name or reproduce our logo in any form or medium without our prior written consent. You may disclose in whole any product of the Services to your legal and other professional advisers for the purposes of your seeking advice in relation to the Services, provided that when doing so you inform them that

- disclosure by them (save for their own internal purposes) is not permitted without our prior written consent, and
- to the fullest extent permitted by law we accept no responsibility or liability to them in connection with the Services.

8. Any advice, opinion, statement of expectation, forecast or recommendation supplied by us as part of the Services shall not amount to any form of guarantee that we have determined or predicted future events or circumstances.

Ownership

9. We shall retain ownership of the copyright and all other intellectual property rights in the product of the Services, whether oral or tangible, and ownership of our working papers. You shall acquire ownership of any product of the Services in its tangible form on payment of our Charges for any such product. For the purposes of delivering services to you or other clients, we and other KPMG Persons shall be entitled to use, develop or share with each other knowledge, experience and skills of general application gained through performing the Services.

Our charges

10. We shall render invoices in respect of the Services comprising fees, outlays and VAT thereon (where appropriate), plus any overseas taxes that might be payable thereon or deductible therefrom (“our Charges”). Details of our Charges and any special payment terms shall be set out in the Engagement Letter. Our fees shall be based on the degree of responsibility of our partners, directors, employees or agents, as the case may be, involved in delivering the Services, their skill and time spent by them in performing them and the nature and complexity of them. Outlays will include both directly incurred costs and an amount, equal to 3.5% of the value of time, to cover incidental expenses which are not charged directly to the engagement. Our Charges may differ from estimates or quotations that may have been supplied, which shall be provisional only.
11. In return for the delivery of the Services by us, you shall pay our Charges (without any right of set-off), on presentation of our invoice or at such other time as may be specified in the Engagement Letter.
 - 11.1 We may charge interest on any outstanding balances at a rate of 2% over the base rate of Barclays Bank Plc from time to time in force (this rate applying after as well as before any court award or judgement in our favour in respect of outstanding balances).
 - 11.2 If the Services Contract is terminated or suspended, we shall be entitled to payment for outlays incurred to that time and to payment of fees for work done, plus VAT thereon (where

appropriate). Our fees for work done shall in this event be calculated by reference to our hourly rates at the time of performance of our work on the basis set out in clause 10.

11.3 Where there is more than one addressee of the Engagement Letter, unless provision is made in the Engagement Letter for payment of our Charges by one of you or by a third party, all of you shall each be fully liable separately to pay our Charges as well as being so liable together as a group and we shall be entitled to call upon any of you and all of you for payment in full.

Your responsibilities

12. Notwithstanding our duties and responsibilities in relation to the Services, you shall retain responsibility and accountability for

12.1 the management, conduct and operation of your business and your affairs

12.2 deciding on your use of, choosing to what extent you wish to rely on, or implementing advice or recommendations or other product of the Services supplied by us

12.3 making any decision affecting the Services, any product of the Services, your interests or your affairs

12.4 the delivery, achievement or realisation of any benefits directly or indirectly related to the Services which require implementation by you.

13. Where you require us or the nature of the Services is such that it is likely to be more efficient for us to perform work at your premises or using your computer systems or telephone networks, you shall ensure that all arrangements are made for access, security procedures, virus checks, facilities, licences or consents as may be required (without cost to us).
14. You shall not, directly or indirectly, solicit the employment of any of our partners, directors or employees, as the case may be, involved in performing the Services while the Services are being performed or for a period of 3 months following their completion or following termination of the Services Contract, without our prior written consent. This prohibition shall not prevent you at any time from running recruitment advertising campaigns nor from offering employment to any of our partners, directors or employees, as the case may be, who may respond to any such campaign.

Information

15. To enable us to perform the Services, you shall supply promptly all information and assistance and all access to documentation in your possession, custody or under your control and to personnel under your control where required by us. You shall use your best endeavours to procure these supplies where not in your possession or custody or under your control. You shall inform us of any information or developments which may come to your notice and which might have a bearing on the Services. You shall supply information in response to our enquiries to enable us to comply with our statutory obligations relating to money laundering.

16. We may rely on any instructions or requests made or notices given or information supplied, whether orally or in writing, by any person whom we know to be or reasonably believe to be authorised by you to communicate with us for such purposes. We may communicate with you by electronic mail where any such person wishes us to do so, on the basis that in consenting to this method of communication you accept the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and that you shall perform virus checks.

17. We may receive information from you or from other sources in the course of delivering the Services.

To the fullest extent permitted by law, we shall not be liable to you for any loss or damage suffered by you arising from fraud, misrepresentation, withholding of information material to the Services or other default relating to such material information, whether on your part or that of the other information sources, unless such fraud, misrepresentation, withholding or such other default is evident to us without further enquiry.

Knowledge and conflicts

18. In this clause and in clauses 20, 21 and 30 the following definitions shall apply:

- **"the Engagement Team"** shall mean, collectively or individually, KPMG Persons who is or are involved in delivering the Services,
- **"Colleagues" or "a Colleague"** shall mean, collectively or individually, KPMG Persons who are not members of the Engagement Team.

18.1 The Engagement Team shall not be required, expected or deemed to have knowledge of any information known to Colleagues which is not known to the Engagement Team or be required to obtain such information from Colleagues.

18.2 The Engagement Team shall not be required to make use of or to disclose to you any information, whether known to them personally or known to Colleagues, which is confidential to another client.

19. There are and shall continue to be mechanisms operating between KPMG Persons designed to facilitate the protection of each client's interests through use of one or more of the following safeguards: separate teams, geographical separation, operational independence, separate computer servers and separate electronic mail systems ("**Barriers**").
20. We or other KPMG Persons may be approached to advise another party or parties who are in dispute with you, or to advise or represent the interests of a party or parties whose interests are opposed to yours through their material concern in matters to which the Services are specifically and directly related ("**Adversarial Conflicts**"). We seek and shall continue to seek to identify Adversarial Conflicts. If you know or become aware of any which may arise, you shall inform us promptly.

We shall not accept an engagement which may give rise to an Adversarial Conflict for the Engagement Team. We shall be entitled to do so for Colleagues where appropriate and effective Barriers pre-exist to prevent the flow of Confidential Information from the Engagement Team to Colleagues and from Colleagues to the Engagement Team.

The existence of such Barriers shall constitute full compliance with our duty of confidence in relation to Adversarial Conflicts.

21. An Adversarial Conflict shall not arise where appropriate Barriers are activated and where:

- at any time during performance of the Services, you are an employee (including a director) and a KPMG Person is delivering services to your employer, in which case Colleagues shall be entitled to act for your employer at any time and in any capacity, or
- a Colleague is appointed to hold an office in his capacity as an insolvency practitioner (licensed under insolvency legislation or otherwise) in respect of a person or at an organisation who or which is or subsequently becomes in Adversarial Conflict with you, in which case the insolvency practitioner shall be entitled to act at any time in that capacity.

22. We or other KPMG Persons may be approached to advise another party or parties where there is no Adversarial Conflict but whose interests compete with yours specifically and directly in relation to the subject-matter of the Services ("**Competing Party**" or "**Competing Parties**"). We seek and shall seek to identify Competing Parties. If you know or become aware that a KPMG Person is advising or proposing to advise a Competing Party, you shall inform us promptly.

23. Where a party being advised by us has been identified by us or notified by you as a Competing Party, we shall activate appropriate Barriers and when operating we shall be entitled to advise the Competing Party concerned at any time and in any capacity (save in relation to an Adversarial Conflict). Where an Adversarial Conflict arises in relation to a party which was formerly a Competing Party, the party concerned shall no longer be regarded as a Competing Party and clauses 20 and 21 shall apply.

The existence of such Barriers shall constitute full compliance with our duty of confidence in relation to Competing Parties.

24. Where a party has engaged us to advise it before you have done so and subsequently circumstances change, we may consider that, even with Barriers operating, your interests are likely to be prejudiced and we may not be satisfied that the situation can be managed. In that event we may have to terminate the Services Contract and we shall be entitled to do so on notice taking effect immediately on delivery but we shall consult you before we take that step.

The Services Contract

25. The Services Contract sets out the entire agreement and understanding between us in connection with the Services. Any

modifications or variations to the Services Contract must be in writing and signed by an authorised representative of each of us. In the event of any inconsistency between the Engagement Letter and any other elements of the Services Contract, the Engagement Letter shall prevail. In the event of any inconsistency between these General Terms of Business and Additional Terms that may apply, the Additional Terms shall prevail. Nothing in the Services Contract shall operate to exclude any liability which we would otherwise have to you in respect of any statements made by us fraudulently prior to the date of the Services Contract.

Third party rights

26. The Services Contract shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of the Services Contract which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving to or conferring on third parties contractual or other rights in connection with the Services Contract shall be excluded. No KPMG Person shall be deemed to be a third party for the purposes of this clause.

Circumstances beyond your or our control

27. Neither of us shall be in breach of our contractual obligations nor shall either of us incur any liability to the other if we or you are unable to comply with the Services Contract as a result of any cause beyond our or your reasonable control. In the event of any such occurrence affecting one of us, that one shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the operation of the Services Contract on notice taking effect immediately on delivery.

Waiver, assignment and sub-contractors

28. Failure by any one of us to exercise or enforce any rights available to us shall not amount to a waiver of any rights available to either of us.
29. Neither of us shall have the right to assign the benefit (or transfer the burden) of the Services Contract to another party without the written consent of the other of us.
30. Subject to clause 39, we shall have the right to appoint sub-contractors to assist us in delivering the Services but where any such sub-contractors are not KPMG Persons we shall consult you before doing so. Where we appoint sub-contractors under this clause, for all purposes in connection with the Services Contract their work shall be deemed to be part of the Services.

Exclusions and limitations on our liability

31. In the particular circumstances of the Services set out in the Engagement Letter, the liability to you and to Other Beneficiaries of each and all KPMG Persons in contract or tort or under statute or otherwise for any indirect or consequential economic loss or damage (including loss of profits) suffered by you (or by any such other party) arising from or in connection with the Services, however the indirect or consequential economic loss or damage is

caused, including our negligence but not our fraud or other deliberate breach of duty, shall be excluded.

32. Our liability in connection with the Services shall be limited in accordance with this clause.

32.1 In the particular circumstances of the Services set out in the Engagement Letter and subject to clause 33 and clause 34 below,

- the aggregate liability to you and to Other Beneficiaries of each and all KPMG Persons,
- in contract or tort or under statute or otherwise,
- for any direct loss or damage suffered by you (or by any such other party) arising from or in connection with the Services,
- however the direct loss or damage is caused, including our negligence but not our fraud or other deliberate breach of duty,

shall be limited to the amount specified in the Engagement Letter, or if no amount is specified there, to £1million.

32.2 Where there is more than one beneficiary of the Services ("Beneficiary") the limitation on our liability agreed under this clause to each Beneficiary shall be apportioned by them amongst them. No Beneficiary shall dispute or challenge the validity, enforceability or operation of this clause on the ground that no such apportionment has been so agreed or on the ground that the agreed share of the limitation amount apportioned to any Beneficiary is unreasonably low. In this clause, "Beneficiary" shall include you and Other Beneficiaries.

33. Subject always to the aggregate limitation on our liability in clause 32 above, the following provisions shall govern the extent of our liability to you and to any Other Beneficiaries:

33.1 The liability of KPMG Persons shall be limited to that proportion of the total loss or damage, after taking into account your contributory negligence (if any) or the contributory negligence (if any) of any Other Beneficiaries, which is just and equitable having regard to the extent of the responsibility of KPMG Persons for the loss or damage concerned ("**the KPMG Proportion**") and the extent of responsibility of any other party also liable or potentially liable to you or to Other Beneficiaries in respect of the same loss or damage ("**Another Liable Party**").

33.2 For the purposes of determining the KPMG Proportion,

- no account shall be taken of Another Liable Party having ceased to exist, having ceased to be liable, having had imposed an agreed limit on its liability or being impecunious or for other reasons unable to pay
- in any relevant court proceedings brought against us by you or Other Beneficiaries ("the Claimant"), on request by us, the Claimant shall join Another Liable Party to any such proceedings against us, unless doing so is prohibited by law and on the basis that, provided that the court determines that the conduct of the Claimant has been reasonable both before the proceedings and during them, we shall not resist

an application to the court by the Claimant that we (rather than the Claimant) should bear the reasonable costs awarded (if any) against the Claimant in respect of any such joinder of Another Liable Party to proceedings.

33.3 Where despite the provisions of this clause 33 the extent of the KPMG Proportion is not determined, the question shall be referred on request to an expert, to be appointed by agreement or by the President of The Law Society of England and Wales, who shall act as an expert and not as an arbitrator and whose decision on the KPMG Proportion shall be final and enforceable in satisfaction of any prior judgment.

34. We accept the benefit of the limitations in clause 32 and clause 33 above on our own behalf and as agent and trustee for each and all other KPMG Persons who may be or might have been involved in delivering the Services.

The exclusion in clause 31 and the limitations in clause 32 and clause 33 above shall not operate to exclude or limit any liability which cannot lawfully be excluded or limited (whether under the Financial Services and Markets Act 2000 and the regulatory system established under that Act or otherwise) and shall apply in addition to any other clauses which may operate to exclude or limit our liability in other respects.

35. This clause shall apply to claims arising from or under the Services Contract.

35.1 You and Other Beneficiaries shall not bring any claim against any KPMG Person other than the KPMG contracting party in respect of loss or damage suffered by you or by Other Beneficiaries arising out of or in connection with the Services. This restriction shall not operate to limit or exclude the liability of the KPMG contracting party as a firm or company for the acts or omissions of any other KPMG Person.

35.2 Any claim from you or Other Beneficiaries in respect of loss or damage suffered as a result of, arising from or in connection with the Services Contract, whether in contract or tort or under statute or otherwise, must be made

- where Services have been delivered, within four years of the date on which the work giving rise to the claim was performed
- if the Services Contract has been terminated, within four years of the date of termination
- if the loss or damage is suffered as a result of, arising from or in connection with our unauthorised disclosure of Confidential Information, within four years of the date on which the unauthorised disclosure took place

and in any of these cases that shall be the date when the earliest cause of action (in contract or tort or under statute or otherwise) shall be deemed to have accrued in respect of the relevant claim. For the purposes of this clause a claim shall be made when court or other dispute resolution proceedings are commenced.

Third parties

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36. If you breach any of your obligations under the Services Contract and there is any claim made or threatened against us by a third party, you shall compensate us and reimburse us for and protect us against any loss, damage, expense or liability incurred by us which results from or arises from or is connected with any such breach and any such claim. If any payment is made by you under this clause you shall not seek recovery of that payment from us at any time. In this clause "us" shall include all KPMG Persons and "you" shall include Other Beneficiaries.

Termination

37. Each of us can terminate the Services Contract or suspend its operation by giving 30 days' prior notice in writing to the other at any time. Termination or suspension under this clause shall be without prejudice to any rights that may have accrued for either of us before termination or suspension and all sums due to us shall become payable in full when termination or suspension takes effect.
38. The following clauses of these General Terms of Business shall survive expiry or termination of the Services Contract: clauses 4, 5, 6, 7, 8, 9, 12, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 31, 32, 33, 34, 35, 36, 39, 40, 41, 42, 43, 44, 45.

Data protection

39. The definitions and interpretations in the Data Protection Act 1998 (and any subsequent amendment or re-enactment that does not substantively change the original enactment) ("the Act") shall apply to this clause. Where necessary to enable us to deliver the Services, for such purposes we shall have your authority to process personal data on your behalf in accordance with this clause. When we do so, we shall take appropriate technical and organisational measures designed to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. In particular, we shall act only on your instructions and we shall comply at all times with the seventh principle in Part 1 of Schedule 1 to the Act as if applicable to us directly. We shall answer your reasonable enquiries to enable you to monitor our compliance with this clause and we shall not sub-contract our processing of personal data (unless to KPMG Persons) without your prior written consent.

Notices

40. Any notice to you or us delivered under the Services Contract shall be in writing and delivered by pre-paid first class post (or pre-paid overseas equivalent) to or left at our respective addresses appearing in the Engagement Letter (or such other address as may be notified in writing). Notices delivered by post shall be deemed to have arrived
- where posted from and to addresses in the UK, on the second working day and
 - where posted from or to addresses overseas, on the tenth working day
- following the date of posting.



Severability

41. Each clause or term of the Services Contract constitutes a separate and independent provision. If any of the provisions of the Services Contract are judged by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.

Capacity

42. You agree to and accept the provisions of the Services Contract on your own behalf and as agent for Other Beneficiaries. You shall procure in such circumstances that any Other Beneficiaries shall act on the basis that they are a party to the Services Contract, as if they had each signed a copy of the Engagement Letter and agreed to be bound by it. However, you alone shall be responsible for payment of our charges.
43. We accept your agreement to and acceptance of the terms of the Services Contract (save for clause 32 and clause 33 above) on our own behalf and as agent and trustee for each and all other KPMG Persons.

Regulated activities

44. Where the Services (or part of the Services) amount to “regulated activities” under the Financial Services and Markets Act 2000, we shall inform you and set out the implications in the Engagement Letter or elsewhere in writing and Additional Terms including provisions referable to “regulated activities” shall apply.

Law and jurisdiction

45. The Services Contract shall be subject to and governed by English law and all disputes arising from or under the Services Contract shall be subject to the exclusive jurisdiction of the English courts.

Complaints

46. If at any time you would like to discuss with us how the Services can be improved or if you have a complaint about them, you are invited to telephone a partner or director, as the case may be, identified in the Engagement Letter. If your problem is not resolved, you should contact Mike Rake, our UK Senior Partner, either by writing to him at 8 Salisbury Square, London EC4Y 8BB or through our client care website at <http://www.kpmg.co.uk/clientcare> where you will find details of our complaints handling procedures and what arrangements we have for compensation and when they apply. If you prefer, details of these procedures and arrangements will be made available to you outside of our client care website on request. We will investigate any complaint promptly and do what we can to resolve the difficulties. If you are still not satisfied, you can refer the matter to the Institute of Chartered Accountants in England & Wales and (in respect of “regulated activities” and ancillary services) to the Financial Ombudsman Service.



Additional Terms: Corporate Finance Services

These Additional Terms supplement our General Terms of Business and apply where expressly incorporated in the Engagement Letter.

Where the Services are delivered by KPMG Corporate Finance, the terms and conditions set out below shall apply.

Rules, regulations and compliance

1. We shall be entitled to take such steps as we consider necessary in the course of delivering the Services to comply with any and all of the following, where applicable to the Services:

- the City Code on Takeovers and Mergers ("the City Code")
- the Rules Governing Substantial Acquisitions of Shares (the "SARs")
- all rulings, rules, regulations, requirements, practices and guidance of or issued by the Panel on Takeovers and Mergers (the "Panel") which are in force at the time of delivery of the Services
- the Guidance Notes published by the Institute of Chartered Accountants in England and Wales on Compliance with the City Code
- all rulings, rules, regulations, requirements, practices and guidance of or issued by the London Stock Exchange or the UK Listing Authority (including where applicable the Listing Rules) under the City Code or the SARs and in force at the time of delivery of the Services
- the Financial Services and Markets Act 2000
- the Code of Market Conduct
- the Interprofessional Code of Conduct
- any other rules or regulations applicable to the Services which may be in force at the time of delivery of the Services.

2. You shall comply with all legal and regulatory provisions in any jurisdiction applicable to the Services of which you are or ought reasonably to be aware and which are binding on you ("Legal Provisions"), including any made by or pursuant to the following:

- the Financial Services and Markets Act 2000
- the Companies Acts 1985-1989
- Part V of the Criminal Justice Act 1993
- the Public Offers of Securities Regulations 1995
- the Listing Rules
- the Alternative Investment Market Rules
- the City Code
- the SARs
- the Code of Market Conduct

- the Interprofessional Code of Conduct

You shall procure that the following persons or organisations shall at all times comply with all Legal Provisions: each and all of your directors, officers, employees, agents, "associates", persons "acting in concert" with you (as defined by the City Code, where applicable to the Services) and (where the SARs are applicable to the Services) any person with whom your holdings are required to be aggregated.

3. You shall ensure that you have or obtain all authorisations, consents and approvals of any governmental or other regulatory body or authority and all such other authorisations, consents and approvals as may be necessary to enable you to engage in any transaction or carry on activities in respect of which the Services are or may be supplied. You shall comply with any such authorisations, consents and approvals.

Dealings with third parties

4. In all dealings with third parties (save where in accordance with the Engagement Letter we act in the capacity of sponsor), we shall act as agent on your behalf and not as principal. We shall be entitled to make our agency capacity clear in all communications with third parties, including press releases and any public or other documentation.

Information and publicity

5. You shall ensure that all information ("Information") and all statements or expressions of opinion, intention or expectation ("Opinions")

5.1 provided to us in connection with any matter in respect of which we may or do supply advice

5.2 to be included in any document, communication or announcement which is or may be issued in relation to any transaction in respect of which the Services are or may be supplied

shall (in the case of Information) be accurate and shall (in the case of Opinions) be held honestly and formed on reasonable grounds and shall (in the case of Information and Opinions) be complete in all material respects and shall not be misleading.

6. You shall at our request take all reasonable steps to correct and/or withdraw any document, communication or announcement containing Information or Opinions which do not satisfy clause 5.

7. You shall provide or procure the provision of such evidence as we may require in order to satisfy ourselves that

7.1 any advertisement that we may agree to approve on your behalf

7.2 any document, communication or announcement that we agree to issue on your behalf or that is to be issued in connection with any matter in respect of which we may or do supply advice

complies with any applicable law, rule or regulation.

8. If the Services are delivered in respect of a Transaction (as defined in the Engagement Letter) which proceeds to completion

8.1 you shall include reference to us (if we agree to the text of any such reference) in any press release, advertisement or other public record, whether virtual or actual, that may be issued by you

8.2 we may publicise or advertise or disclose our role in the transaction and when doing so we may refer to your name and (without claiming any ownership rights) we may use your logo or any press release, advertisement or other public record, whether virtual or actual, that may be issued by you.

Regulated activities

9. Where the Services (or part of them) amount to “regulated activities” under the Financial Services and Markets Act 2000 (“the Act”), as well as informing you of this in accordance with clause 44 of our General Terms of Business we shall in respect of such regulated activities classify you as a “private customer”, an “intermediate customer” or a “market counterparty”, in each case as defined in the Conduct of Business Sourcebook Rules issued by the Financial Services Authority under the Act (“the Rules”). Your countersignature of the Engagement Letter (or other written classification issued by us to you) shall operate as your consent to such classification and as confirmation that you have understood the implications and that we have supplied all relevant information reasonably required by you. We shall comply with the Act and the Rules in our performance of regulated activities for you. This clause and clauses 10 to 17 inclusive below shall apply in respect of such regulated activities.

Regulated activities and client classifications

10. Where we have classified you as a private customer, you shall be entitled to the benefit of all protections available to you in that capacity under the Rules. Where under the Rules you qualify as an intermediate customer or as a market counterparty we may (subject to your prior consent) elect to treat you as a private customer and classify you as such. Where you have consented to such classification you shall be entitled to the benefit of all protections available to private customers under the Rules save that the Financial Ombudsman Service may not be available to you and you may not have rights in respect of compensation arrangements otherwise available to private customers.
11. Where under the Rules you qualify as a private customer but you have experience of and expertise in matters referable to the Services, we may (subject to your prior consent) elect to treat you as an expert private customer and classify you as an intermediate customer.
12. Where you have consented to classification as an intermediate customer, you shall not be entitled to the same level of protection afforded to private customers under the Rules. This shall mean that protection in the following areas shall not apply to you:

Packaged product and ISA disclosure: the Rules on packaged product and ISA disclosure shall not apply.

Best execution: We shall not have to arrange or effect any transaction for you on the best terms available. When advising

you on a transaction we shall assume that you are able to protect your own interests.

Risk warnings: We shall not need to warn you of the nature of any risks involved in any transactions which we may recommend for you or give you written risk warnings about any transactions.

Suitability: When making our recommendations, we shall assume that you can judge the suitability of our advice.

Your expertise: We may have regard to your expertise when complying with requirements under the regulatory system established under the Act that our communications must be clear, fair and not misleading.

Disclosures: Where we or any other KPMG Persons receive financial rewards in respect of matters attributable to the Services, we shall not be obliged to disclose to you the basis, amount or nature of any such rewards. In addition, the polarisation rules and disclosure requirements relating to the polarisation rules together with disclosure requirements relating to packaged products under the Rules shall not apply.

Lending to private customers: The restrictions on lending to private customers under the Rules shall not apply.

Margin requirements: The requirement to obtain a margin from private customers in relation to contingent liability transactions and to close out positions where a margin call fails shall not apply.

Non-exchange traded securities: We shall not be obliged to comply with the requirement to deal fairly with you in relation to the sale and subsequent purchase of non-exchange traded securities.

Financial promotions: Our responsibility when issuing or approving financial promotions shall be limited to taking reasonable steps to ensure that the financial promotion concerned is fair, clear and not misleading. We may take into account your expertise in relation to this responsibility. Any restrictions on direct offer advertisements which apply to private customers shall not apply to you.

Confirmation of transactions: We shall not need to check whether you have received any confirmation of transactions sent by us to you.

Periodic statements: We shall not be required to send you periodic statements as we are not an OPS firm.

Custody and client money: We are not authorised to provide custody services or hold client money on your behalf but if we obtain such authorisation and deliver any such services to you we shall notify you of the terms on which we do so but we shall not need your prior consent to such terms.

Financial Ombudsman Service: The Financial Ombudsman Service shall not be available to you.

13. Where under the Rules you qualify as an intermediate customer we may (subject to your prior consent) elect to treat you as a market counterparty and classify you as such where you are one or more of the following:

a body corporate (including a limited liability partnership) which has (or any of whose holding companies or subsidiaries has) called up share capital of at least £10 million (or its equivalent in any other currency at the relevant time);

a body corporate that meets (or any of whose holding companies or subsidiaries meets) two of the following tests: (i) a balance sheet total of €12.5 million (or its equivalent in any other currency at the relevant time); (ii) a net turnover of €25 million (or its equivalent in any other currency at the relevant time); (iii) an average number of employees during the year of 250;

a local authority or public authority;

a partnership or unincorporated association which has net assets of at least £10 million (or its equivalent in any other currency at the relevant time) (and calculated, in the case of a limited partnership, without deducting loans owing to any of the partners);

a trustee of a trust (other than an occupational pension scheme, SSAS or stakeholder pension scheme) with assets of at least £10 million (or its equivalent in any other currency) calculated by aggregating the value of the cash and designated investments forming part of the trust's assets, but before deducting its liability;

a trustee of an occupational pension scheme, SSAS or stakeholder pension scheme where the trust has (or has had at any time during the previous two years) (i) at least 50 members; and (ii) assets under management of not less than £10 million (or its equivalent in any other currency at the relevant time).

14. Where you have consented to classification as a market counterparty, you shall not be entitled to the benefit of the protections afforded to private customers or intermediate customers under the Rules, apart from those protections afforded by Chapter 9 of the Rules (Client assets). In particular, Principle 6 (Customers' interests), Principle 8 (Conflicts of interest) and Principle 9 (Customers: Relationships of trust) shall not apply and most of Principle 7 (Communications with clients) shall not apply, apart from the requirement that information is communicated in a way which is not misleading (that requirement shall apply). In addition, in respect of inter-professional business conducted between market counterparties, the Inter-Professional Code of Conduct shall apply. In accordance with COB 4.1.7, if you are a market counterparty carrying on inter-professional business on behalf of underlying customers and you decide that it is in the interests of those customers to be properly protected under the applicable Rules and that accordingly you should benefit from the protections available to intermediate customers, you may request such classification from us. We shall not be obliged to treat you as such.

Our liability for regulated activities

15. Where you have consented to our classification of you as a private customer or an intermediate customer, in respect of regulated activities performed for you the exclusions and limitations on our liability under clauses 31, 32, 33 and 35.2 of our General Terms of Business shall not apply.
16. Where you have consented to our classification of you as a market counterparty, in respect of the Services (including any regulated activities performed for you) the exclusions and limitations on our liability under clauses 31, 32, 33 and 35.2 of our General Terms of Business shall apply.

Commissions

17. Where commissions or other benefits become payable to us and are received by us in respect of regulated activities performed for you ("Commissions"), we will inform you of the nature of the Commissions, their amount and the terms of payment. We will own Commissions and we will be entitled to retain Commissions and reduce our fees proportionately. If Commissions exceed the amount of our fees, the excess will be refunded to you. Where renewal commissions are payable to us and are received by us, we will own them and retain them but not reduce our fees. We will not be obliged to account to you for any Commissions or renewal commissions but if you terminate any investment contract giving rise to Commissions and we have to make a repayment, we may invoice you for all or part of that repayment.

Confidential information

18. We may acquire Confidential Information

- prior to delivery of the Services but when the Services are in reasonable prospect
- when we are engaged to deliver the Services
- in the course of delivering the Services.

Notwithstanding clause 4 of our General Terms of Business, which shall continue to apply as varied by this clause, we may disclose Confidential Information at any time to any partners and any staff practising in KPMG Corporate Finance and to any corporate finance practitioners in overseas members of KPMG International (together "KPMG Corporate Finance Practitioners").

Where Confidential Information may be price-sensitive in that it may include unpublished information which if made public would be likely to have a significant effect on the price that may be paid in a Transaction (as defined in the Engagement Letter), we may disclose Confidential Information as above only within the Engagement Team (as defined in clause 18 of our General Terms of Business) and with those KPMG Corporate Finance Practitioners responsible for management of risk and regulatory compliance for KPMG Corporate Finance Practitioners or whom we have authorised to receive such Confidential Information.



Survival on termination

19. The following clauses of these Additional Terms shall survive expiry or termination of the Services Contract: clauses 1, 8, 9 to 17, 19.