



TERMS AND CONDITIONS

1.INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in the Contract.

Client: the client(s) named in the Letter of Engagement.

Client's Contact: the Client's nominated contact for the Services, appointed in accordance with condition 5.1(a).

Commencement Date: the date on which the Contract comes into existence in accordance with condition 2.2.

Contract: the contract between the Client and SFB Consulting Group Ltd for the provision of the Services in accordance with these Conditions.

Contractor Services: the services provided to contractors (if any) described in the Schedule of Services

Data: all Documents, information and materials provided by the Client relating to the Services, including computer programs, spreadsheets, data, reports and specifications and including the data and other materials specified in the Schedule of Services.

Deadline: a date by which part of the Services is estimated to be completed, as set out in the Schedule of Services.

Deliverables: all Documents, products and materials developed by SFB Consulting Group Ltd or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, spreadsheets, accounting procedures, data, reports and specifications (including drafts) and including the deliverables specified in the Schedule of Services.

Document: includes, in addition to any document in writing, any spreadsheet, drawing, map, plan, procedure, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

DPA: The Data Protection Act 2018 and General Data Protection Regulations (GDPR).

SFB Consulting Group Ltd's Contact: SFB Consulting Group Ltd's nominated contact for the Services.

Employment Regulations: the Transfer of Undertakings (Protection of Employment) Regulations 2006.

Fee Schedule: the statement of the charges and rates payable to SFB Consulting Group Ltd for the provision of the Services, which forms part of the Schedule of Services, as amended in writing by SFB

Consulting Group Ltd and the Client (failing which, SFB Consulting Group Ltd's standard statement of charges and rates produced by SFB Consulting Group Ltd.)

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Letter of Engagement: the letter of engagement which refers to and incorporates these Conditions.

Sales/Marketing and/or Non-Executive Directors Services (if any) described in the Schedule of Services.

Monthly Average Fee: the average monthly charge rendered by SFB Consulting Group Ltd between the Start Date and the effective date of termination of the Contract (or, if the Contract is terminated before or within 3 months of the Start Date, SFB Consulting Group Ltd's reasonable estimate of what its average monthly charge would have been had the Contract continued for the minimum term referred to in condition 3.3).

Pre-existing Materials: all Documents, information and materials provided by SFB Consulting Group Ltd relating to the Services which existed prior to the Start Date, including computer programs, spreadsheets, procedures, data, reports and specifications.

Previous Contractor: the person (if any) who prior to the Transfer Date was engaged by the Client to provide the Services or similar services.

Schedule of Services: the detailed plan describing the Services and setting out the estimated timetable and responsibilities for the provision of the Services, as amended in writing by SFB Consulting Group Ltd and the Client.

Services: the services to be provided by SFB Consulting Group Ltd under the Contract as set out in the Schedule of Services.

Start Date: the first day of the month in which SFB Consulting Group Ltd first started provision of the Services under the Contract.

Transfer Date: the date on which a transfer of undertakings takes place under the Employment Regulations.

VAT: value added tax chargeable under Scots law for the time being and any similar additional tax.

1.2 Condition and paragraph headings shall not affect the interpretation of the Contract.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assignees.

1.4 The Schedule of Services (including the Fee Schedule) forms part of the Contract and shall have effect as if set out in full in the body of the Contract. Any reference to the Contract includes the Schedule of Services (including the Fee Schedule).

1.5 Words in the singular shall include the plural and vice versa.

1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7 A reference to writing or written includes faxes and e-mail.

1.8 Where the words include(s), including or in particular are used in the Contract, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

1.9 Any obligation in the Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

2. BASIS OF CONTRACT

2.1 The Letter of Engagement constitutes an offer by SFB Consulting Group Ltd to provide Services in accordance with these Conditions and the Schedule of Services. The text within the Letter of Engagement takes precedence over these Conditions and the Schedule of Services and the text within the Schedule of Services takes precedence over these Conditions.

2.2 The Letter of Engagement shall only be deemed to be accepted when the Client returns a signed copy of it to SFB Consulting Group Ltd, or when the Client asks SFB Consulting Group Ltd to commence supply of the Services after being issued with the Letter of Engagement. The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of SFB Consulting Group Ltd which is not set out in the Contract.

2.3 Any descriptive matter or advertising issued by SFB Consulting Group Ltd, and any descriptions or illustrations contained in SFB Consulting Group Ltd's website, catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. PROVISION OF SERVICES AND DURATION

3.1 SFB Consulting Group Ltd shall provide the Services to the Client on the terms and conditions of the Contract.

3.2 SFB Consulting Group Ltd shall provide the Services to the Client from a date to be agreed between SFB Consulting Group Ltd and the Client failing which a date notified by SFB Consulting Group Ltd to the Client.

3.3 Unless the Contract is earlier terminated under condition 15.1, the Services supplied under the Contract shall continue to be supplied until the expiry of a period of twelve months commencing on the Start Date and, after that, shall continue to be supplied unless the Contract is terminated by one of the parties giving to the other not less than three months' notice, which notice may be given at any time after the first anniversary of the Start Date.

4. SFB CONSULTING GROUP LTD'S OBLIGATIONS

4.1 SFB Consulting Group Ltd shall use reasonable endeavours to provide the Services, and to deliver the Deliverables to the Client, in accordance with the Schedule of Services in all material respects.

4.2 SFB Consulting Group Ltd shall use reasonable endeavours to meet any Deadlines specified in the Schedule of Services, but any such dates shall be estimates only and time for performance by SFB Consulting Group Ltd shall not be of the essence of the Contract.

4.3 SFB Consulting Group Ltd shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's premises and that have been communicated to it under condition 5.1(d), provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

5. CLIENT'S OBLIGATIONS

5.1 The Client shall:

(a) co-operate with SFB Consulting Group Ltd in all matters relating to the Services and appoint the Client's Contact in relation to the Services, who shall have the authority contractually to bind the Client on matters relating to the Services;

(b) provide, for SFB Consulting Group Ltd, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's staff and data as may be required by SFB Consulting Group Ltd or any of them;

(c) provide, in a timely manner and at no charge, such Data and other information as SFB Consulting Group Ltd may require, and ensure that it is accurate in all respects;

(d) if any employee of SFB Consulting Group Ltd is required to attend the premises of the Client inform SFB Consulting Group Ltd of all health and safety rules and regulations and any security or other requirements that apply at the Client's premises;

(e) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use of Data insofar as such licences, consents and legislation relate to the Client's business, premises, staff, data and equipment;

(f) without limitation to condition 5.1(e), to the extent that the Data constitutes personal data for the purposes of the DPA, ensure that it has obtained from the data subjects of such data all necessary consents to provide such data to SFB Consulting Group Ltd for the purposes of the Contract;

(g) comply with all provisions and conditions set out in the Schedule of Services; and

(h) remain solely responsible for all obligations imposed on it by statute or otherwise in relation to the retention of documents and records.

5.2 The Client shall, in a timely manner when requested to do so by SFB Consulting Group Ltd, check and approve the terms of any draft report, The Client shall be deemed, upon expiry of the time period requested by SFB Consulting Group Ltd for response, to have given its unconditional said approval and authority to SFB Consulting Group Ltd except only to the extent that the Client expressly notifies SFB Consulting Group Ltd in writing that it withholds its approval and authority, and specifies to which elements of the draft report or schedule it objects.

5.3 The Client shall be liable to pay to SFB Consulting Group Ltd, on demand, all reasonable costs, penalties, charges or losses sustained or incurred by SFB Consulting Group Ltd (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to SFB Consulting Group Ltd confirming such costs, charges and losses to the Client in writing.

5.4 The Client shall not, without the prior written consent of SFB Consulting Group Ltd, at any time from the Commencement Date to the expiry of six (6) months after the last date of supply of the Services, solicit or entice away from SFB Consulting Group Ltd, engage to provide any services similar to the Services or any other services which SFB Consulting Group Ltd provides to its other clients, or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of SFB Consulting Group Ltd in the provision of the Services.

5.5 Any consent given by SFB Consulting Group Ltd in accordance with condition 5.4 shall be subject to the Client paying to SFB Consulting Group Ltd a sum equivalent to 20% of the then current annual remuneration of SFB Consulting Group Ltd's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor.

6. PROVISION OF THE SERVICES

6.1 SFB Consulting Group Ltd shall not be liable for any costs, penalties, surcharges, charges, additional tax liabilities, interest or losses sustained or incurred by the Client that arise directly or indirectly from:

(a) any prevention of or delay in SFB Consulting Group Ltd's performance of its obligations under the Contract where the same arises directly or indirectly from any act or omission of the Client, its agents, subcontractors, consultants or employees;

(b) any fraud, mis-representation, withholding or concealment on the part of the Client, its agents, subcontractors, consultants or employees;

(c) failure or delay by the Client in acting on SFB Consulting Group Ltd's advice or recommendations, or responding to correspondence from SFB Consulting Group Ltd

(d) a failure or delay by the Client in providing Data in accordance with the Contract.

6.2 The Client expressly accepts that its engagement of SFB Consulting Group Ltd under the Contract shall not to any degree relieve the Client of its statutory obligations (whether in relation to employment, keeping of certain records or otherwise) and that it remains ultimately responsible for

such obligations, SFB Consulting Group Ltd's obligations being only those expressly set out in the Contract.

6.3 SFB Consulting Group Ltd will endeavour to record all advice on important matters in writing. Advice given orally (whether during the course of a meeting or a telephone conversation or otherwise) may not be relied upon by the Client unless confirmed in writing. If SFB Consulting Group Ltd provides oral advice upon which the Client wishes to be able to rely, the Client must first ask for the advice to be confirmed by SFB Consulting Group Ltd in writing.

6.4 SFB Consulting Group Ltd shall not be responsible for providing any advice in relation to employment law, relations or practice or regarding the Client's employees. The Client accepts that SFB Consulting Group Ltd recommends that the Client should always take advice about such matters from a suitably qualified professional. If SFB Consulting Group Ltd expresses any opinion in relation to such matters, the Client shall be solely responsible for obtaining its own professional advice on the same.

7. TRANSFER OF UNDERTAKINGS

7.1 The Client shall, in addition to fulfilling its obligations under the Employment Regulations, provide (and procure that the Previous Contractor shall provide) to SFB Consulting Group Ltd such details as SFB Consulting Group Ltd may request of any employees of the Client or any Previous Contractor who at any time prior to the Transfer Date have been wholly or mainly engaged in activities similar to the Services. SFB Consulting Group Ltd may within 21 days of receipt of such details terminate the Contract without penalty, by written notice to the Client. Condition 7.2 shall continue to have effect notwithstanding such termination.

7.2 The Client shall indemnify and keep indemnified SFB Consulting Group Ltd on demand against all costs, claims, damages, expenses or liabilities whatsoever (including accrued holiday pay) and howsoever arising (and whether arising before on or after the Transfer Date), incurred or suffered by SFB Consulting Group Ltd by reason of or in relation to:

- (a) the termination on or before the Transfer Date of the employment of any person employed by the Client or its Previous Contractor on or before the Transfer Date;
- (b) anything done or omitted to be done on or before the Transfer Date by the Client or its Previous Contractor in respect of the employment of any person employed by the Client or its Previous Contractor on or before the Transfer Date which by virtue of the Employment Regulations and/or any judicial decision interpreting the same, is deemed or will be deemed to have been done or to have been omitted to be done by SFB Consulting Group Ltd;
- (c) anything done or omitted to be done on or before the Transfer Date by the Client or its Previous Contractor by way of consultation with, or the provision of information to, any persons employed by the Client or its Previous Contractor, elected or otherwise, on or prior to the Transfer Date, or any trade union representatives of any such persons;
- (d) any claim of whatsoever nature by any person employed by the Client or its Previous Contractor on or prior to the Transfer Date arising out of or in relation to such employment whether made pursuant to the Employment Regulations or otherwise;

(e) any claim by any person previously employed by the Client or its Previous Contractor that his contract of employment has effect after the Transfer Date as if originally made with SFB Consulting Group Ltd; and

(f) any alteration made to the terms or conditions (including salaries and wages) of employment of any person previously employed by the Client or its Previous Contractor effected within the period of 90 days prior to and ending on the Transfer Date.

8. CHANGE CONTROL

8.1 Save as otherwise provided for in these Conditions, if either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.

8.2 If either party requests a change to the scope or execution of the Services pursuant to condition 8.1, SFB Consulting Group Ltd shall, within a reasonable time, provide a written estimate to the Client of:

(a) the likely time required to implement the change;

(b) any necessary variations to SFB Consulting Group Ltd's charges arising from the change;

(c) the likely effect of the change on the Schedule of Services; and

(d) any other impact of the change on the Contract.

8.3 If the Client wishes SFB Consulting Group Ltd to proceed with the change, SFB Consulting Group Ltd has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Services, the Schedule of Services and any other relevant terms of the Contract to take account of the change and the Contract has been varied in accordance with Condition 17.

8.4 Notwithstanding condition 8.3, SFB Consulting Group Ltd may without notice, change the Services in order to comply with any applicable regulatory or statutory requirements. SFB Consulting Group Ltd may change the Services for other reasons, provided that such changes do not materially affect the quality of the Services and, where practicable, it will give the Client at least one month's notice of any material change.

8.5 SFB Consulting Group Ltd may charge for the time it spends assessing a request for change from the Client on a time and materials basis at its standard rates.

9. CHARGES AND PAYMENT

9.1 In consideration of the provision of the Services by SFB Consulting Group Ltd, the Client shall pay the charges as set out in the Fee Schedule.

9.2 Any charge contained in the Fee Schedule excludes VAT, which SFB Consulting Group Ltd shall add to its invoices at the appropriate rate.

9.3 The Client shall pay each invoice submitted to it by SFB Consulting Group Ltd, in full and in cleared funds, by Direct Debit. Unless otherwise agreed in writing between SFB Consulting Group Ltd and the Client, invoices shall be issued monthly in arrears on or around the beginning of each month.

9.4 The Client shall grant to SFB Consulting Group Ltd and maintain in force throughout the term of the Contract to SFB Consulting Group Ltd's satisfaction a direct debit mandate entitling SFB Consulting Group Ltd to collect payment of its invoices rendered to the Client. The grant of such a mandate will not relieve the Client of its obligation to ensure SFB Consulting Group Ltd's invoices are paid in full when due.

9.5 Without prejudice to any other right or remedy that it may have, if the Client fails to pay SFB Consulting Group Ltd on the due date, SFB Consulting Group Ltd may:

(a) claim interest and penalties under the Late Payment of Commercial Debts (Interest) Act 1998 and the Client shall pay the interest and penalties immediately on demand; and/or

(b) suspend all Services until payment has been made in full.

9.6 All sums payable to SFB Consulting Group Ltd under the Contract shall become due immediately on its termination, including, for the avoidance of doubt any termination charges due, despite any other provision. This condition 9.6 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

9.7 SFB Consulting Group Ltd may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the Client under the Contract against any amounts payable by it to the Client under the Contract.

9.8 Insofar as SFB Consulting Group Ltd is permitted to do so by law or professional guidelines, SFB Consulting Group Ltd reserves the right to exercise a lien over all funds, documents and records relating to the Client (whether in relation to the Contract or any other contract) in its possession, until all sums due to SFB Consulting Group Ltd are paid in full.

9.9 Insofar as Sales/Marketing and/or Non-Executive Directors Services are provided, a set-up fee will be charged. SFB Consulting Group Ltd will take into account costs to configure systems and reporting, onsite visits, up to date and readily available in a form SFB Consulting Group Ltd can use; existing graphics

Exclusions to free of charge set-up rate are travel costs including mileage, accommodation, fares and overnight subsistence; non-standard systems and reporting costs including (but not limited) to scanning, systems integration, bespoke reports; other costs not ordinarily envisaged or agreed in advance e.g. Process & Procedure Manuals; and variations in requirements once set-up is initially agreed/completed.

Where SFB Consulting Group Ltd's set-up costs exceed SFB Consulting Group Ltd's reasonable expectations as above SFB Consulting Group Ltd will endeavour to identify and confirm to the Client within 3 months of the Start Date the excess costs associated with the additional requirements. Costs associated with such additional requirements will be charged at SFB Consulting Group Ltd's standard rates on a monthly basis as incurred.

9.10 SFB Consulting Group Ltd's charges will remain as stated in the Fee Schedule for a period of 12 months from the Commencement Date (unless otherwise agreed) and shall be reviewed and increased annually.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 As between the Client and SFB Consulting Group Ltd, SFB Consulting Group Ltd shall own all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials. Subject to condition 10.2, SFB Consulting Group Ltd licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis but to such extent only as is strictly necessary to enable the Client to make reasonable use of the Deliverables for the purposes of its own business. The Client may not assign, sub-licence or make any more extensive use of any such rights without SFB Consulting Group Ltd's express prior written consent. If the Contract expires, is terminated or otherwise ceases to have effect, this licence will automatically terminate.

10.2 The Client acknowledges that, in respect of any of the Pre-existing Materials which are not owned by SFB Consulting Group Ltd, the Client's use of rights in Pre-existing Materials is conditional on SFB Consulting Group Ltd obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle SFB Consulting Group Ltd to license such rights to the Client, and the Client agrees to adhere to those terms.

11. CONFIDENTIALITY AND PARTIES' PROPERTY

11.1 SFB Consulting Group Ltd shall use all reasonable endeavours to keep confidential all information concerning the Client's business or its customers, suppliers and employees which is of a confidential nature and has been disclosed to SFB Consulting Group Ltd by the Client, its employees, agents, consultants or subcontractors.

11.2 The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by SFB Consulting Group Ltd, its employees, agents, consultants or subcontractors and any other confidential information concerning SFB Consulting Group Ltd's business or its products which the Client may obtain, including but not limited to the Pre-existing Materials, SFB Consulting Group Ltd's methods and means of delivering the Services and the charges rendered by SFB Consulting Group Ltd for the Services.

11.3 Each party may disclose such information disclosed to or obtained by it:

(a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out its obligations under the Contract;

(b) in the case of SFB Consulting Group Ltd, as may be required by SFB Consulting Group Ltd's insurers or sub-contractors; and

(c) as may be required by law, court order or any governmental or regulatory authority.

11.4 Each party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition 11.

11.5 All materials, equipment and tools, drawings, specifications and data supplied by SFB Consulting Group Ltd to the Client (including Pre-existing Materials) shall, at all times, be and remain as between SFB Consulting Group Ltd and the Client the exclusive property of SFB Consulting Group Ltd, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to SFB Consulting Group Ltd, and shall not be disposed of or used other than in accordance with SFB Consulting Group Ltd's written instructions or authorisation.

11.6 Unless the Schedule of Services expressly provides that storage of Documents on behalf of the Client is to form a part of the Services, SFB Consulting Group Ltd may destroy and/or delete Documents or other records held by it for or on behalf of the Client, whether held electronically or otherwise, after the end of the tax year in which these records were first created.

12. LIMITATION OF LIABILITY

12.1 This Condition 12 sets out the entire financial liability of SFB Consulting Group Ltd (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Client in respect of:

- (a) any breach of the Contract, including any deliberate breach of the Contract by SFB Consulting Group Ltd, or its employees, agents or subcontractors;
- (b) any use made by the Client of the Services, the Deliverables or any part of them; and
- (c) any representations, statement or delictual act or omission (including negligence) arising under or in connection with the Contract.

12.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.3 Nothing in the Contract limits or excludes the liability of SFB Consulting Group Ltd:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by SFB Consulting Group Ltd; or
- (c) for any liability incurred by the Client as a result of any breach by SFB Consulting Group Ltd of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.

12.4 Subject to condition 12.2 and condition 12.3:

- (a) SFB Consulting Group Ltd shall not be liable for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill and/or similar losses; or
 - (iv) loss of anticipated savings; or
 - (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of use; or
 - (viii) loss of corruption of data or information; or
 - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

(b) SFB Consulting Group Ltd's total liability in contract, delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services in the period of twelve (12) months ending on the date on which the first event giving rise to such liability took place.

12.5 Unless otherwise agreed in writing by SFB Consulting Group Ltd, the Services are solely for the Client's benefit and must be kept confidential. The Client may not rely on them except for the purposes of the matter to which they relate, or disclose them to any third party unless SFB Consulting Group Ltd agrees that the Client may do so, or the Client has a legal duty to disclose it. The Services may not be used or relied upon by any third party without SFB Consulting Group Ltd's express prior written consent.

12.6 The Client accepts that there is no contract between the Client and any of SFB Consulting Group Ltd's employees or directors. Any advice given to the Client or any work done for the Client by any one of SFB Consulting Group Ltd's employees or directors is given or done on SFB Consulting Group Ltd's behalf and not in his or her individual capacity. No such person assumes any responsibility to the Client for such advice or work. Accordingly, the Client agrees that if, as a matter of law, any of SFB Consulting Group Ltd's employees or directors would otherwise owe the Client a duty of care that duty is excluded from the contract with the Client. The Client agrees not to make any claim personally against any of SFB Consulting Group Ltd's employees or directors for any matter arising out of advice given or work done. Such a claim or action may be made or taken only against SFB Consulting Group Ltd.

12.7 SFB Consulting Group Ltd shall not be liable in respect of any costs, penalties, charges or losses sustained or incurred by either party that arise either directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract.

13. DATA PROTECTION

13.1 The Client acknowledges and agrees that details of the Client's name, address and payment record will be held on SFB Consulting Group Ltd's chosen accounting platform.

13.2 To enable SFB Consulting Group Ltd to provide the Services and perform its obligations under the Contract, and for other related purposes including updating and enhancing client records, analysis for management purposes, crime prevention and legal and regulatory compliance, SFB Consulting Group Ltd may require to obtain, use, process and disclose personal data about the Client and others.

13.3 The Client shall remain owner of any Data which comprise personal data for the purposes of the DPA, and responsible for them. For the purposes of the DPA, the Client shall be data controller in respect of such personal data and SFB Consulting Group Ltd shall act only as data processor on the Client's behalf.

13.4 SFB Consulting Group Ltd shall use all reasonable endeavours to maintain in force its notification with the Information Commissioner under the DPA and to comply with the data protection principles set out in the DPA and GDPR.

14. TERMINATION

14.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:

(a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment; or

(b) the other party commits a material breach of any of the material terms of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of that party being notified in writing of the breach; or

(c) the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or

(d) the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is sequestrated or grants a trust deed for his creditors or becomes apparently insolvent or (being a partnership) has any partner to whom any of the foregoing apply; or

(e) the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or

(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or

(g) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or

(h) a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or

(i) a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; or

(j) a heritable or other creditor of the other party exercises diligence over the whole or any part of its assets and such diligence is not discharged within 14 days; or

(k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 15.1(d) to condition (j) (inclusive); or

(l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

14.2 If after the date of termination of the Contract the Client requests that SFB Consulting Group Ltd complete any further work (including but not limited to any part of the Services the Deadline for which falls on or after the date of termination of the Contract or would have done so had the Contract not terminated), SFB Consulting Group Ltd shall not be obliged but may agree to do so in which event the performance of such work shall be subject to these Conditions and the Client shall pay SFB Consulting Group Ltd for such work at SFB Consulting Group Ltd's standard rates for the same.

14.3 Without prejudice to any other rights or remedies which it may have, SFB Consulting Group Ltd may terminate the Contract without liability to the Client immediately on giving notice to the Client if there is a change of control of the Client.

14.4 The parties acknowledge and agree that any breach of conditions 5.1, 5.4, 7, 10.1, 11.2 or 14 shall constitute a material breach for the purposes of this condition 15.

14.5 On termination of the Contract for any reason:

(a) the Client shall immediately pay to SFB Consulting Group Ltd all of SFB Consulting Group Ltd's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, SFB Consulting Group Ltd may submit an invoice, which shall be payable immediately on receipt;

(b) (unless the Client terminates pursuant to Condition 15.1) if the Contract is terminated within 12 months of the Commencement Date then without prejudice to condition 15.5(a), the Client shall pay a termination charge to SFB Consulting Group Ltd on demand, which charge shall be calculated in accordance with condition 15.6;

(c) the Client shall, upon request, return any Pre-existing Materials. If the Client fails to do so, then SFB Consulting Group Ltd may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping;

(d) SFB Consulting Group Ltd shall, within a reasonable time, return all records held by SFB Consulting Group Ltd for the Client and the Client shall pay SFB Consulting Group Ltd's charges for retrieving any such records from storage and returning them to the Client. If the Client fails to do so, then SFB Consulting Group Ltd may without liability to the Client destroy such records as may still be in its possession;

(e) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination; and

(f) conditions which expressly or by implication have effect after termination shall continue in full force and effect, including the following conditions: condition 6 (Provision of the Services), condition 7 (Transfer of undertakings), condition 10 (Intellectual property rights), condition 11 (Confidentiality and parties' property), condition 12 (Limitation of liability), condition 15.5, condition 25 (Notices), condition 26 (Dispute resolution), and condition 27 (Governing law and jurisdiction).

14.6 In relation Sales/Marketing and/or Non-Executive Directors Services, the termination charge referred to in condition 15.5(b) shall be a sum equal to the greater of (i) the Monthly Average Fee multiplied by 3 and (ii) the Monthly Average Fee multiplied by the number of complete calendar

months falling between the date of effective termination of the Contract and the first anniversary of the Commencement Date.

15. FORCE MAJEURE

15.1 A party, provided that it has complied with the provisions of condition 16.3, shall not be in breach of the Contract, nor liable for any failure or delay in performance of any obligations under the Contract (and, subject to condition 16.4, the time for performance of the relevant obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (Force Majeure Event), including but not limited to any of the following:

- (a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
- (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- (c) terrorist attack, civil war, civil commotion or riots;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) voluntary or mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law);
- (f) fire, explosion or accidental damage;
- (g) loss at sea;
- (h) adverse weather conditions;
- (i) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- (j) any labour dispute, including but not limited to strikes, industrial action or lockouts;
- (k) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this condition); and
- (l) interruption or failure of utility service, including but not limited to electric power, gas or water.

15.2 The corresponding obligations of the other party will be suspended to the same extent.

15.3 Any party that is subject to a Force Majeure Event shall not be in breach of the Contract provided that:

- (a) it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- (b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- (c) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Contract in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

15.4 If the Force Majeure Event prevails for a continuous period of more than three (3) months, either party may terminate the Contract by giving 30 days' written notice to all the other party. On the expiry of this notice period, the Contract will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Contract occurring prior to such termination.

16. VARIATION

No variation of the Contract shall be valid unless it is in writing and agreed by both parties.

17. WAIVER

17.1 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

17.2 No single or partial exercise of any right or remedy provided under the Contract or by law shall preclude or restrict the further exercise of any such right or remedy.

18. CUMULATIVE REMEDIES

Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

19. SEVERANCE

19.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the agreement, and the validity and enforceability of the other provisions of the agreement shall not be affected.

19.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20. ENTIRE AGREEMENT

20.1 The Contract and any documents referred to in it constitute the entire agreement between the parties and supersede and extinguish all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of the Contract.

20.2 Each party acknowledges that, in entering into the Contract and the documents referred to in it, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in the Contract or those documents.

Each party agrees that its only liability in respect of those representations and warranties that are set out in the Contract or those documents (whether made innocently or negligently) shall be for breach of contract.

20.3 Nothing in this condition shall limit or exclude any liability for fraud.

21. ASSIGNATION

21.1 The Client shall not, without the prior written consent of SFB Consulting Group Ltd, assign (whether in security or otherwise), transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

21.2 SFB Consulting Group Ltd may at any time assign (whether in security or otherwise), transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

21.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

22. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23. RIGHTS OF THIRD PARTIES

A person who is not a party to the Contract shall not have any rights under or in connection with it.

24. NOTICES

24.1 A notice given to a party under the Contract:

(a) shall be in writing in English (or accompanied by a properly prepared translation into English);

(b) shall be signed by or on behalf of the party giving it;

(c) shall be sent for the attention of the person, at the address specified in this condition (or to such other address, person as that party may notify to the other, in accordance with the provisions of this condition); and

(d) shall be sent by recorded delivery post or sent by airmail requiring signature on delivery.

24.2 The addresses for service of a notice are as follows:

(a) SFB Consulting Group Ltd: SFB Consulting Group Ltd, Caledonian House, 164 High Street, Elgin, IV30 1BD for the attention of: The Managing Director

(b) Client: the address of the Client last known to SFB Consulting Group Ltd, marked for the attention of the Client's Contact last known to SFB Consulting Group Ltd.

24.3 If a notice has been properly sent or delivered in accordance with this condition, it will be deemed to have been received at 9.00 am on the second day after posting or if sent by airmail, five days from the date of posting.

24.4 For the purposes of this condition:

(a) all times are to be read as local time in the place of deemed receipt; and

(b) if deemed receipt under this condition is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to have been received when business next starts in the place of receipt.

24.5 The provisions of this condition 25 shall not apply to the service of any process in any legal action or proceedings.

24.6 The Client agrees that e-mail may be used to enable SFB Consulting Group Ltd to communicate with the Client, acknowledges that email carries with it the risk of inadvertent misdirection or non-delivery and agrees that it is the Client's responsibility to carry out a virus check on any attachments received by email from SFB Consulting Group Ltd. All risks connected with sending commercially sensitive information relating to the Client's business are borne by the Client and are not the responsibility of SFB Consulting Group Ltd. If the Client does not accept this risk, it shall notify SFB Consulting Group Ltd in writing that e-mail is not an acceptable means of communication in which event SFB Consulting Group Ltd shall be entitled to render additional charges to reflect the requirement to communicate with the Client by other means.

25. DISPUTE RESOLUTION

25.1 If the Client does not accept that an invoice rendered by SFB Consulting Group Ltd is correct (or fair and reasonable) it must notify SFB Consulting Group Ltd within 7 days of receipt of the invoice failing which the Client shall be deemed to have accepted the invoice to be correct, fair and reasonable and the payment referred to in it to be due.

25.2 If any dispute arises in connection with the Contract, SFB Consulting Group Ltd's Contact and the Client's Contact shall, within 7 days of a request from one party to the other, meet (in person or by conference call) in a good faith effort to resolve the dispute.

25.3 If the dispute is not resolved at that meeting, either party may escalate the matter to a Director of SFB Consulting Group Ltd and a senior executive of the Client who shall, within 7 days of a request from one party to the other, meet (in person or by conference call) in a good faith effort to resolve the dispute.

26. GOVERNING LAW AND JURISDICTION

26.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Scots law.

26.2 The parties irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).