

TERMS & CONDITIONS (“T&CS”)

1. DEFINITIONS

1.1 Capitalised terms used in this Agreement that are not defined where they first appear shall have the meaning given in Schedule 1.

2. BASIS OF CONTRACT

2.1 The signing of the Letter of Engagement by the Client constitutes an acceptance by the Client for the Supplier to provide the Services to the Client on these T&Cs.

2.2 The Contract shall come into existence on the date when the Client signs the Letter of Engagement (Commencement Date). Commencing for the duration of the accounting periods stated on the Letter of Engagement (Initial Term), and shall continue following the Initial Term, unless terminated in accordance with clause 9.

2.3 Each person who signs or accepts the Letter of Engagement warrants that they are duly and irrevocably authorised and have legal capacity to execute the Letter of Engagement on behalf of the Client, and to bind the Client to this Contract.

2.4 The Client shall not during the period of this Contract engage with any other person, firm, or company to provide the same services as those provided by the Supplier under this Contract.

2.5 The signing of the 64-8 Form allows the Supplier to speak to HMRC on behalf of the Client in relation to their R&D, CAT, PAT, LRR Claim, this authority is returned with a new 64-8 submission by the Client or their Accountant. Should the client wish to proceed without this in place an alternative Letter of Authority will be issued.

3. SERVICES

3.1 The Supplier shall:

- a)** Identify eligible Qualifying Expenditure and any potential Claims arising, including R&D, CAT, PAT, LRR;
- b)** Prepare a report, or alternative documentation as applicable, that provides evidence to support eligible activities, Qualifying Expenditure, a cost schedule and a calculation of the potential value of the Claim in respect of each Accounting Period during the Term (“Report”);
- c)** Submit a revised Corporation Tax Computation and CT600 incorporating the tax Claim;
- d)** Liaise with the Client’s tax and financial advisors, where required in connection with the foregoing; and
- e)** Participate in the relevant post-filing HMRC reviews that are pertinent to the Claim(s) covered by the Report.

3.2 The Supplier shall supply the Services to the Client, using information provided by the Client.

3.3 The Supplier shall use all reasonable endeavors to meet any performance dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.4 The Supplier shall provide the Services with reasonable skill and care and in accordance with the provisions of this Agreement and Applicable Law.

3.5 If HMRC raises an enquiry in relation to a Claim to which the Services relate before the closure of the statutory enquiry window for the relevant Accounting Period, the Supplier shall defend the Claim, provided that the Client has paid the Fee(s) in respect

of the related Services and there has been no other breach of this Agreement by the Client.

4. CLIENT'S OBLIGATIONS

4.1 The Client shall provide sufficient, timely, accurate, complete and up-to-date information and documents to the Supplier to enable the Supplier to perform the Services. This includes:

- a)** Provide the Supplier with documents and information requested in a reasonable timeframe and in any event no later than 2 weeks prior to any deadline for submission of information or a Claim to HMRC;
- b)** Ensure that all information provided is complete, true and accurate;
- c)** Provide the Supplier with detailed and accurate data pertaining to the financial questionnaire, and it is the sole responsibility of the client to ensure this information is complete and correct. The Supplier will have no liability or accountability for any inaccurate misinformation or financial declarations made by the Client;
- d)** Co-operate with the Supplier in all matters relating to the Services;
- e)** Ensure that all third parties that are required to provide information and documentation to the Supplier, co-operate. The Supplier will assume any documentation provided by a third party will be deemed to be correct and accurate unless the Client informs the Supplier otherwise.
- f)** Provide to the Supplier copies of any and all correspondence between the Client and HMRC, relating to the Claim or any previous claim, together with any other information considered by the Client or its professional advisers to be pertinent to a Claim or any of the Services to be provided.
- g)** You agree that where you notify us of an intention not to file a Claim for tax relief or energy savings (as appropriate) for any

Accounting Period falling within the Term, you will provide separate written undertakings to that effect if requested. You further agree to provide us with documentary evidence of your Company Tax Return for that Accounting Period if requested.

5. CHARGES AND PAYMENT

5.1 The Supplier shall charge the Client an amount equal to the Claim Fee for Services rendered (Charges) as stated on the Letter of Engagement. The Supplier shall issue invoices for the Charges to the Client, and payment shall be due in accordance with the payment terms outlined in the Letter of Engagement. The client shall settle the invoice within 5 days of receipt.

5.2 The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Supplier to the Client.

5.3 If Payments are not made by the Client to the Supplier within the timescales stipulated in the Letter of Engagement, the Client agrees to pay the following:

- a)** Interest on any overdue sum calculated daily at 8% over the Bank of England's Base Rate in accordance with the Late Payment of Commercial Debts (interest) Act 1998.
- b)** Any or all legal fees on an indemnity basis that are incurred by the Supplier relating to the instruction of lawyers in seeking to recover, and recovering, any unpaid sums. The Supplier reserves the right to pass unpaid invoices to a Debt Collection Agency.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All Intellectual Property Rights in the Report and all information and materials created or provi-

ded by the Supplier in the course of providing the Services ("Supplier Materials") shall vest and remain vested exclusively in the Supplier or its third-party licensors.

6.2 All Intellectual Property Rights in all information and materials provided by the Client to the Supplier ("Client Materials") shall vest and remain vested exclusively in the Client or its third party licensors (except to the extent that such Client Materials are incorporated in a Report).

6.3 Subject to payment of the Fees, the Supplier grants to the Client a perpetual, non-exclusive, irrevocable, worldwide license to file the report with HMRC; provide the Report to the Client's professional advisers; and use, copy and store the Report for its own internal business purposes.

6.4 The Client hereby grants to the Supplier the perpetual, non-exclusive, irrevocable, worldwide, royalty-free license to use the Client Material for the purposes of performing the Supplier's obligations under this Agreement, including providing all or some of the Client Materials to the Supplier's professional advisers; and incorporating extracts from Client Materials in the Report.

7. CONFIDENTIALITY

7.1 No party to the Agreement shall disclose or use the other's Confidential Information for any purpose other than the performance of its obligations or the exercise of its rights under this Agreement or disclose Confidential Information to any third party without the prior approval of the other party unless required to so do by law or where that information is already in the public domain, through no wrongdoing of either party.

7.2 A party's Confidential Information shall not be deemed to include information that:

- a)** is or becomes publicly known other than through any act or omission of the receiving party;
- b)** was in the other party's lawful possession before the disclosure;

- c)** is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- d)** is independently developed by the receiving party, as shown by written evidence; or
- e)** is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

7.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

7.4 The Client shall keep in strict confidence all information, whether in the form of the Proprietary Materials or otherwise, disclosed to it by the Supplier which relates to the Claim ("Claim Information"). The Client shall not use or exploit the Claim Information other than for the purpose of receiving the Services in accordance with this Contract. The Client is in no circumstances entitled to:

- a)** Disclose Claim Information to any other person, firm, or company which, in the Supplier's reasonable opinion, provides the same or similar services as those provided by the Supplier or competes with the Supplier's sales of the Services; or use such Claim Information to raise a Claim itself.
- b)** Use such Claim Information to raise a Claim itself.

7.5 This clause 7 shall survive the expiry or termination of this Agreement.

8. LIMITATION OF LIABILITY

8.1 Each party shall only be liable to the other party for direct loss or damage suffered directly as a result of its breach of this Agreement, negligence or willful misconduct.

8.2 No party shall be liable for any failure or delay in the performance of any obligation under this Agreement (except any payment obligation) by reason of

any cause beyond that party's reasonable control.

8.3 For the avoidance of doubt, the Supplier shall not be liable for any interest or penalty payable by the Client to HMRC in circumstances where HMRC has initiated an enquiry of the Client's Claim and has concluded that repayment of the Claim is required, except to the extent that such interest or penalty is caused by our negligence, misrepresentation or breach of contract by the Supplier.

8.4 The Supplier's total aggregate liability to the Client arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation or non-contractual claims, or otherwise, shall be limited to the total Fees paid by the Client during the 12 months immediately preceding the date on which the claim arose.

8.5 For the avoidance of doubt it is agreed that the foregoing does not negate the respective obligations of the Parties insofar as indemnifying the other for reasonably incurred legal fees, costs and expenses incurred in seeking to enforce the payment unpaid fees / reimbursement due under this agreement.

9. TERMINATION

9.1 This Agreement shall come into force as of the Effective Date and shall (unless terminated earlier under this clause 9) continue for the number of Accounting Periods specified in the Initial Term (as defined in clause 2.2). Thereafter, the Agreement will automatically renew for successive Accounting Periods (each a Renewal Period), unless either party notifies the other in writing of its desire to terminate the contract, at least 90 days prior to the end of the Initial Term or then current Renewal Period.

9.2 Without limiting its other rights or remedies, the Supplier may, at any time, terminate the Contract with immediate effect by giving written notice to the Client:

- a) if the Client chooses not to submit or instructs the Supplier not to submit a Claim,

or carry out any further work, after the Supplier has carried out its Services (in whole or in part);

- b) if the Client breaches its obligations under clause 4.1;
- c) if following submission by the Supplier of a Claim, the client takes steps with HMRC to end tax credits before they have been fully awarded (or before the benefit of the credits has been fully received) or the Client instructs or invites the Supplier to take steps on its behalf to end the tax credits before they have been fully awarded (or before the benefit of the credits have been fully received); or
- d) the client fails to engage with the Supplier for 3 months after the Supplier has made written communication with the Client to progress a Claim, or defend an HMRC compliance check.

9.3 The Client may terminate the Contract:-

- a) with immediate effect by giving written notice to the Supplier if the Supplier submits information to HMRC without the prior approval of the Client where said information is inaccurate; or
- b) (subject to Clause 4.1(a)) with immediate effect by giving written notice to the Supplier where the Supplier has unreasonably failed to meet the deadline for submission of a Claim to HMRC on behalf of the Client.

10. TERMINATION FOR REASONS OF SOLVENCY

10.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other if:

- a) The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts, enters into a vo-

luntary arrangement (being an individual, a company or a limited liability partnership) or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of s123 of the Insolvency Act 1986 as if the words “it is proved to the satisfaction of the court” did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986; or

- b)** The other party applies to the court for, or obtains, a moratorium under part A1 of the Insolvency Act 1986; or
- c)** An order is made, for or in connection with the winding up of the other party where that other party is a limited company or limited liability partnership (other than for the sole purpose of a scheme for a solvent amalgamation of that other party); or
- d)** An application is made to the court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, other the other party where that other party is a limited company or limited liability partnership.

10.2 For the avoidance of doubt, it is agreed that termination or expiry of the agreement shall not affect the accrued rights or liabilities of either party.

11. CONSEQUENCES OF TERMINATION AND/OR BREACH

11.1 On termination of the Contract for any reason, the Client shall immediately pay to the Supplier all of the Supplier's outstanding invoices and accrued interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice which shall be payable by the Client immediately on receipt.

11.2 Without prejudice to any other rights or remedies available to the Supplier under this Contract or at law, if at any time after the Supplier has submitted a Claim (which proves successful), the Client:

- a)** Takes steps with HMRC to end the tax credits before they have been fully awarded (or before the benefit of the credits have been fully received); or
- b)** Instructs or invites the Supplier (or any third party) to take steps on its behalf to end the tax credits before they have been fully awarded (or before the benefit of the credits have been fully received), then, in either case, the Supplier shall be entitled to charge the Client and the Client shall pay the Supplier an amount equal to the Claim Fee for that year. This amount should then be payable in accordance with the payment terms set out in clause 5.

11.3 If the preparation of the technical report and financial assessment by the Supplier is completed, yet the Client fails to submit said report, the fee remains payable in full by the Client to the Supplier. This obligation persists notwithstanding any termination of the Contract.

11.4 If at any time the Client fails to provide undertakings or any information and/or documentation requested to enable the Supplier to deliver the Services, the Supplier may serve the Client a notice to perform. The Client agrees that where there is non-performance on their behalf, the Supplier may treat the Services as completed for the relevant Accounting Period and (at their discretion) any subsequent Accounting Periods.

11.5 In the event of non-performance the Supplier shall raise an invoice in the sum of the greater of £3,500 (excluding VAT) or 60% of the anticipated fee(s) relevant to the unperformed Accounting Period or Periods, which you agree to discharge within 30 days of dispatch.

12. GENERAL

12.1 Force Majeure:

- a)** For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including

compliance with any law or governmental regulation or direction, or Brexit, or a Brexit-related event or the default of suppliers.

- b)** The Supplier shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract, as a result of a Force Majeure Event.

12.2 If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect then it will be severed from the rest of this agreement so that it is ineffective to the extent that it is invalid, illegal or unenforceable and the remaining provisions or part of this agreement shall remain in full force and effect.

12.3 The failure by either party to enforce any provision of this Agreement or to exercise any right in respect thereto shall not be construed as constituting a waiver of such provision or right.

12.4 Each party shall at all times comply, and shall ensure that its personnel comply, with respect to the

performance of this Agreement, with all Applicable Law concerning bribery and corruption.

12.5 This Agreement and the documents referred to or incorporated in it constitute the entire Agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further Agreement in writing signed by the parties hereto.

13. Governing Law and Jurisdiction

13.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England & Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England & Wales over any claim or matter arising under this Agreement.

SCHEDULE 1 - DEFINITIONS

Accounting Period means each tax accounting period specified under clause 7;

Agreement means this agreement (including any schedules or appendices to it and any document in the agreed form mentioned in it).

Corporation Tax Benefit means the aggregate of any Corporation tax savings. This includes:

- i. Payable Tax Credit claimed as a result of tax losses surrendered under the Super Deduction system or under the RDEC system;
- ii. Reduction of the Client's corporation tax liability outstanding;
- iii. Repayment of the Client's corporation tax liability already paid to HMRC;
- iv. The total reduction in the corporation tax liability due by the Client's group as a result of the claim by surrendering losses as group relief; and/or
- v. Additional corporation tax benefits generated that are subject to relief through any other means not mentioned above, including existing tax losses preserved or additional tax losses generated. In accordance with standard accounting practice, the tax rate applicable to determine the corporation tax saving where tax losses are carried forward is the first main tax rate prevalent in the accounting period immediately after the periods for which a Tax Relief Claim has been prepared by the Consultant.

Corporation tax Saving means the measurement of the "mathematical difference" of the Client's Corporation Tax positions before the Consultant was engaged to provide the relevant Services and the Corporation Tax position immediately after the Consultant has delivered such Services. The Client's Corporation Tax position is as indicated in the Client's Corporation Tax computation and return.

Where qualifying Capitalised Revenue Expenditures are involved that would have been deductible for Corporation Tax purposes over a number of years but are deducted in full in the year when they were incurred as a result of the Consultant's Services, the "mathematical difference" shall take in to account the net present value of the total tax benefit that the Client would have received today if not for the Consultant's Services. A discount rate of 10% as an estimate of the Client's weighted average costs of capital is used.

Capitalised Revenue Expenditure means Qualifying Expenditures that are capitalised on the Client's Balance Sheet but considered as revenue in nature for tax purposes.

CAT means Capital Allowance Tax Relief.

Claim: The process of submitting a request for tax relief, reimbursement, or credit to HMRC, prepared and supported by the Supplier, based on the Client's Qualifying Expenditure and eligible activities. This includes, but is not limited to, claims for R&D Tax Relief (R&D), Capital Allowance Tax Relief (CAT), Patent Box (PAT), and Land Remediation Tax Relief (LRR) as outlined in the relevant tax legislation. The Claim involves the preparation of necessary documentation, calculation of potential benefits, submission of tax computations, and any subsequent communications or defenses related to HMRC enquiries about the submitted Claim.

Client is the person or company buying the Services from the Supplier (as stated on the Letter of Engagement).

Client Benefit Summary is an email from the Supplier to the Client detailing the value and benefit of the Claim(s) submitted to HMRC.

Confidential Information means any and all information imparted or obtained under or in connection with the Agreement which is of a confidential nature relating to the business or prospective business of any of the parties including but not limited to patents and patent applications, trade secrets and copyrighted information, proprietary information and ideas, technical information, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, templates, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and Services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing party provides regarding third parties.

Corporation Tax Liability means the amount payable by the Client and/or the Client's Group to HMRC in relation to a Corporation Tax Return.

Corporation Tax Return means the corporation tax return (CT600 form) that the Client is obliged to submit to HMRC in accordance with the relevant tax legislation, typically within 12 months from the end of its Accounting Period.

Contract means the agreement by the parties for the supply of the Services on these T&C's (being the Letter of Engagement together with these T&C's).

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or such national implementing laws and regulations.

Effective Date means the date on which both parties have signed this Agreement.

Fee means the remuneration payable by the Client to the Consultant as detailed in the Letter of Engagement.

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679);

Group: in relation to a party to this Agreement, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

HMRC means His Majesty's Revenue & Customs.

Initial Term has the meaning given in Clause 2.2. This can be found in the Letter of Engagement.

Intellectual Property Rights means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights and registered design, rights in get-up, database rights and rights in data, topography right, service mark, application to register any of the aforementioned rights, right of confidence, the right to sue for passing off, utility models, domain names and all similar rights, and any other intellectual or industrial property right of any nature whatsoever in any part of the world and, in each case:

- i. whether registered or not,
- ii. including any applications to protect or register such rights,
- iii. including all renewals and extensions of such rights or applications,
- iv. whether vested, contingent or future, and
- v. wherever existing.

LRR means Land Remediation Tax Relief.

Payable R&D Tax Credit means a payable research & development tax credit received by the Client from HMRC in cash or credited (including by way of set-off against amounts owed to or that might be owed to HMRC) in accordance with Part 13 of the Corporation Tax Act 2009 as updated or amended from time to time.

PAT means Patent Box.

Letter of Engagement means the letter entitled Letter of Engagement and agreed and signed by the Supplier and the Client.

Qualifying Expenditure means expenditure on R&D that qualifies for inclusion in an R&D Tax Relief Claim.

R&D means the Client's claim for the R&D Tax Relief made via its Corporation Tax Return or subsequent amendments under the Super Deduction, the RDEC, or the R&D Allowance.

R&D Allowance means the tax relief available on capital Qualifying Expenditure for R&D as per Part 6 of the Capital Allowances Act 2001 as updated or amended from time to time.

RDEC (or Above the Line (ATL) tax credit) means a payable R&D tax credit that is received by the Client from HMRC under the large company tax relief scheme, as effective from 1st April 2013, in accordance with Chapter 6A Part 3 Corporation Tax Act 2009 as updated or amended from time to time.

Services: the tax specialist services set out in clause 4.1. which focus on the identification of tax reliefs and other services provided by the Supplier.

Super Deduction is the tax relief offered by the UK government in the form of additional tax deductible Qualifying Expenditure on top of what was actually incurred by the Client in accordance with Part 13 of the Corporation Tax Act 2009 as updated or amended from time to time.

Supplier means TCM Capital Ltd (company no. 12710000).