

SCHEDULE 1

SENECA BANKING CONSULTANTS LIMITED TERMS AND CONDITIONS

1. Application and Particulars

These Terms and Conditions (the "Terms") shall apply to provision of the services by Seneca Banking Consultants Limited ("Seneca") to the Client(s) as set out in the letter of engagement (the "Services") (together the "Agreement") to which these Terms and Conditions are annexed.

Seneca's registered office and principal place of business is Ground Floor, Unit B Lostock Office Park, Lynstock Way, Lostock, Bolton, BL6 4SA.

Seneca is registered in England and Wales with company number 08100256.

Seneca is regulated by the Financial Conduct Authority in respect of regulated claims management activities (Authorisation No. FRN838487).

Seneca is registered with the Information Commissioner (IC No. Z3239178) as required under the Data Protection Act 2018.

2. Authorities

2.1 Seneca shall not be responsible for providing specialist advice in any circumstances where it has agreed to procure, or would usually procure, such advice from others (for example, accounting, regulatory, legal, pensions or taxation matters) and Seneca shall not be liable in relation to any advice or services provided to the Client(s) by persons other than Seneca. Seneca is retained only to provide the Services.

2.2 Seneca shall be entitled to believe that any information and/or instructions given or purported to be given by an individual or person who is or purports to be and is reasonably believed by Seneca to be a director, duly authorised employee or authorised agent of the Client(s) have been properly authorised by the Client(s).

3. Provision of Information

3.1 The Client(s) agrees to provide Seneca with all material information in its possession relevant to this Agreement and the provision of the Services. Seneca will rely on the Client(s) to ensure that any information made available to Seneca and/or third parties or otherwise published is information that the Client(s) is legally entitled to provide for the purpose for which it is intended to be used and without committing a breach of any obligation owed by the Client(s) to a third person or otherwise infringing any legal, regulatory or equitable rights of any third parties whatsoever and that it is true, fair, complete and accurate and not misleading in any material respect. If the Client(s) subsequently becomes aware that any such information is not correct or has been provided in breach of this clause 3 it will notify Seneca immediately.

3.2 Before entering into an agreement with the Client(s), Seneca will make reasonable enquiries as to whether the Client(s) has alternative mechanisms in place for pursuing a claim.

4. Confidentiality

4.1 Seneca agrees not to use any information obtained from the Client(s) for any unlawful purpose and to keep confidential and not to disclose any material non-public information to any person, except that:

(a) Seneca may disclose any information which becomes publicly available other than by reason of wrongful disclosure by Seneca;

(b) Seneca may disclose any information which its legal advisers conclude after consultation, to the extent practicable, with the Client(s) and its legal advisers, is or may be necessary or desirable to be disclosed by law or rule or regulation or pursuant to any court or administrative order or ruling or in any pending legal or administrative proceeding or investigation or the requirement of any regulatory authority; and

(c) Seneca may disclose any information to its employees, agents, legal and other professional advisers and, with the consent of the Client(s), to any other person that Seneca considers necessary or desirable in order to perform any of the Services contemplated herein.

4.2 The Client(s) acknowledges for itself and its successors that it will keep any advice given to it by Seneca as confidential, and will only disclose it:

- (a) to other advisers to the extent necessary in order to effect any transaction contemplated in Seneca's engagement; or
- (b) under force of law to any legal, statutory or regulatory body within the UK; or
- (c) with Seneca's prior written consent, which will not be unreasonably withheld or delayed.

5. **Indemnity and Liability Limitation**

5.1 The Client(s) hereby undertakes to indemnify and to hold Seneca and each and every other of the Seneca Persons (as defined in clause 4 of the letter of engagement) harmless from and against all or any losses, claims, actions, liabilities, expenses, demands, charges or proceedings (together "Proceedings") whatsoever in any jurisdiction brought or established against Seneca or any other of the Seneca Persons by any Client(s), person, partnership, governmental agency or regulatory body whatsoever in connection with this Agreement and in particular but without limitation, against all or any Proceedings brought or established against Seneca or any other of the Seneca Persons or which Seneca or any other of the Seneca Persons may suffer or incur in connection with or arising out of or related to:

- (a) any of the Materials issued or supplied by the Client(s), in connection with the activities contemplated by the Agreement, not containing or being alleged not to contain all information required to be stated therein or any statement therein (whether of fact, opinion, expectation or intention and including any forecast, projection or estimate) being or being alleged to be untrue, inaccurate, incomplete or misleading or as having been made negligently or otherwise without the required standard of skill and care or reasonableness;
- (b) any of the Materials issued or supplied by the Client(s), in connection with the activities contemplated by the Agreement, failing or being alleged to fail to disclose all material information necessary to enable an informed assessment to be made of the assets and liabilities, financial position, profits and losses, and prospects of the Client(s) or of the rights attaching to any of the securities issued by the Client(s) in connection with the activities contemplated by this Agreement;
- (c) any breach by the Client(s) of any of its obligations in the Agreement;
- (d) any failure or alleged failure to comply with any legal, statutory or regulatory requirement whether of the United Kingdom or elsewhere.

5.2 The indemnity in clause 5.1 shall extend to include all costs, charges and expenses including legal fees and expenses (together with any value added or equivalent tax thereon) suffered or reasonably incurred by Seneca or any of the Seneca Persons in connection with claiming and/or enforcing its or their rights under this indemnity.

5.3 If at any time any one or more of the provisions of the indemnity in clause 5.1 or any part of the indemnity is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of the indemnity shall not in any way be affected or impaired thereby.

5.4 The indemnity in clause 5.1 confers benefits on any of the Seneca Persons and, subject as set out below, is intended to be enforceable by each of the Seneca Persons by virtue of the Contracts (Rights of Third Parties) Act 1999. No other party is intended to have any other rights under the Agreement pursuant to that Act.

- 5.5 The above indemnity clauses are subject to all published or disseminated information being preapproved by the Client(s). Such approval to be timely and not to be unreasonably withheld.
- 5.6 The total aggregate liability of Seneca to the Client(s) in respect of any direct or indirect losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1,000,000.00.
- 5.7 Nothing in this Agreement shall limit or exclude either party's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot be excluded or limited by reason of applicable law.
- 5.8. The Client(s) shall not be liable to indemnify Seneca for any costs, liabilities or losses incurred by Seneca as a result of its own negligence.

6. Legal and regulatory requirements

6.1 The Client(s) confirms and undertakes that it possesses all necessary powers and has obtained all necessary authorisations, consents and approvals to validly and lawfully to enter into this Agreement.

6.2 The Client(s) undertakes that (save as expressly disclosed to Seneca in writing) it has and undertakes that it shall maintain all necessary consents and authorisations which are necessary or desirable in relation to the engagement and the performance by Seneca of its obligations under this Agreement. In fulfilling its obligations to the Client(s) pursuant to this Agreement, Seneca is also subject to (as well as the range of applicable laws) several rules and regulations and the requirements of the Financial Conduct Authority. The Client(s) agrees that the duties that Seneca owes to it under this Agreement shall not restrict the freedom of Seneca to take all steps that it deems necessary in order for it to comply with any applicable laws, rules and regulations.

7. GDPR

7.1 Seneca is committed to its obligations under the General Data Protection Regulations (GDPR). Whilst the vast majority of Seneca's client base are commercial entities, Seneca recognises that, in the course of its day to day dealings it will acquire and process personal data. Such personal data would include but is not limited to the name, addresses and contact details of any directors of the Client(s) (if any).

7.2 Seneca will ensure that all data is processed in accordance with at least one of the six lawful basis for processing in accordance with Seneca's GDPR policy. Typically data will be processed either to allow Seneca to carry out its contractual obligations and/or with direct consent of the data subject and/or because Seneca is exercising a legitimate interest.

7.3 As detailed in the paragraphs entitled "Confidential" Seneca will take the appropriate steps to ensure that any data of the Client(s) is kept Confidential, this is regardless of whether or not it is personal data for the purposes of GDPR. As a consequence data will ordinarily only be shared with third parties for the purposes of allowing Seneca to carry out its contractual duties to its Client(s) and/or with your explicit consent, for example we may have to share your data with our case management provider or with your consent we may provide data to a panel law firm. When data is shared with third parties in such a way then we will have agreements in place to cover how such data is to be controlled and processed.

7.4 Should Seneca need to share personal data with Third Parties on another basis such as to exercise a legitimate interest then we will document our reasons for believing that such interests are valid.

7.5 All individual data subjects have a number of rights as prescribed under GDPR. These include but are not limited to the right of access, right of rectification and right to erasure. Should you wish to exercise any of your rights or wish to discuss in more detail what your rights are then please contact Seneca at our registered office.

7.6 Seneca will only retain data for as long as is deemed necessary in accordance with GDPR. The general guideline is that we will hold data for a period of six years following the conclusion of a matter, after which it will be securely destroyed. However, in accordance with our duties under GDPR we will carry out regular audits of the data held to ensure that personal data is only retained for an appropriate time period. We may carry out full or partial erasure of data in cases in which we judge information to be excessive or no longer appropriate, this is irrespective of whether or not six years has passed. Similarly there may be occasions in which it is deemed appropriate to retain some data for longer than a six year period. As a consequence, Seneca would strongly recommend that, should you wish to exercise one of your rights in respect of a concluded matter that a request is made as soon as possible.

7.7 In respect of marketing, from time to time, Seneca will market to its Client(s) both during and after engagement. Seneca will only seek to provide Client(s) with offers and services that may be of interest to them and such materials will be distributed by Seneca or on Seneca's behalf. Seneca will never pass on personal details to any third party to allow them to market directly to you save for where we have consent as described in the GDPR. Any marketing communication sent by Seneca will have an option to allow you to opt out of receiving future communications.

8. Miscellaneous

8.1 This Agreement has been and is made solely for the benefit of the Client(s) and Seneca, in the case of Seneca for itself and as trustee (with sole discretion as to acting in such capacity) for the benefit (and not the burden) of this Agreement for each of the other Seneca Persons. Except pursuant to paragraph 7 of these Terms, no other person shall acquire or have any rights under or by virtue of this Agreement.

8.2 For the purposes of this Agreement, "affiliate" means any group undertaking (as defined in Section 259 of the Companies Act 1985) or any associated Client(s) (as defined in Section 416 of the Income and Corporation Taxes Act 1988) of any such group undertakings

8.3 Seneca may process, store and retain by computer or otherwise any information (including personal data) obtained about the Client(s) as a consequence of this and any other agreement the Client(s) may enter into with Seneca. All collated information, including databases on which such information is stored, held by Seneca is and shall remain the property of Seneca. Seneca is registered with the Information Commissioner as a data handler as required under the Data Protection Act 2018.

8.4 This Agreement represents the entire agreement and understanding between the Client(s) and Seneca in relation to the appointment of Seneca as UK financial advisers to the Client(s).

8.5 The Client(s) has authorised Seneca to make such enquiries and obtain such references as it may consider necessary to fulfil its statutory obligations under the UK Money Laundering legislation. This Agreement authorises Seneca to make such further enquiries and obtain such further references as it may from time to time consider necessary for continuing compliance with its statutory obligations under such legislation.

8.6 Notices given pursuant to any of the provisions of this Agreement shall be in writing and shall be sent by facsimile transmission, personally delivered or mailed, first class postage prepaid, to: (a) the Client(s) at the address given in its letter of engagement and (b) Seneca Banking Consultants, Ground Floor, Unit B Lostock Office Park, Lynstock Way, Lostock, Bolton, BL6 4SA for the attention of Daniel Fallows or to such other address as either party may have notified to the other in accordance with this paragraph. Any such communication shall be deemed to have been received on the same day if sent by facsimile transmission on a working day, at 9.00 a.m. on the next working day in the place where left if personally delivered, and at 9.00 a.m. on the second working day after the date of mailing if mailed as aforesaid. A "working day" shall mean a day other than a Saturday or a Sunday or recognised public holiday in England.

8.7 If any provision of this Agreement contravenes the applicable regulations or law or shall be declared void or unenforceable by the Court or administrative body of competent jurisdiction, the validity of the remaining provisions of this Agreement shall not be affected thereby.

8.8 This Agreement (i) shall be deemed to be entered into once signed by the Client(s) and Seneca and either executed copies are exchanged or are faxed back by the Client(s) to Seneca and by Seneca to the Client(s) and (ii) may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall

constitute one and the same instrument. Until receipt of the signed Agreement by Seneca, the Client(s)'s continued instructions constitute acceptance of these Terms.

8.9 The terms of this Agreement may not be rescinded or varied in any way without the consent of Seneca and none of the Seneca Persons (other than Seneca) may enforce, or take any step to enforce, any of the provisions of this Agreement without Seneca's prior written consent (at Seneca's absolute discretion), which may, if given, be given on and subject to such terms and conditions as Seneca may determine.

8.10 Subject to clause 5.4, no term of this agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement

9. **Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of England. Any suits, claims, causes of action or disputes arising under this Agreement shall be brought in the courts of England and the Client(s) hereby consents to such jurisdiction.