



General Terms of Business

October 2021

These General Terms of Business apply to all services delivered or due to be delivered by RBK to a client unless otherwise agreed in writing.

Definitions

The meanings of the following expressions, wherever used in the Services Contract, shall be as follows (and derivative terms shall be construed accordingly):

Charges – the monetary value of the payment due to RBK for the value of Services supplied including all outlays incurred.

Client or You - beneficiary or recipient of the services or any product thereof.

Engagement Letter – any letter, contract of sale or communication enclosing the General Terms of Business and recording the scope and nature of products and services offered. In the event of any inconsistency between the Engagement Letter and any other elements of the Services Contract, the Engagement Letter shall prevail.

Ireland – means the Republic of Ireland.

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

RBK - RBK is the registered business name for entities, comprising at the time of publication, RBK Business Advisers Limited Company (registration number 141428) and RBK Business Services Limited Company (registration number 334442).

RBK, us or we – the entity identified by the Letter of Engagement.

RBK Persons – RBK, each of our partners, directors, employees, agents and subcontractors, together with any other body corporate or entity controlled or owned by or associated with us and each of its shareholders, employees, agents and subcontractors and “RBK Person” shall mean any one of them.

Services – the products and services delivered or due to be delivered by us.

Services Business Day – means a day other than a Saturday or Sunday or public holiday in Ireland on which banks are generally open for business.

Services Contract – the General Terms of Business with the Appendices and the applicable Engagement Letter, together with any documents or other terms applicable to the Services (“Additional Terms”) to which specific contractual reference is made in the Engagement Letter.

The Appendices – additional schedules outlining the respective responsibilities and obligations applicable to specified engagements.

References in the Services Contract to statutory provisions shall be construed as references to those provisions as respectively amended, extended, re-enacted or consolidated from time to time (whether before or after the date we issue our Engagement Letter) and shall include any provisions of which they are re-enactments (whether with or without modification) and shall also include any orders, regulations or other subordinate legislation made from time to time under those provisions.

1. Our Services and Responsibilities

- 1.1 The Engagement Letter (if any) shall set out the scope of Services, legal and regulatory context, the basis for charges and associated matters.
- 1.2 The Services shall be delivered with reasonable skill and care.
- 1.3 Any tax advice provided is based on our interpretation of the applicable laws, case law and standard accounting practice. As with all matters of interpretation of law and practice, there can be no guarantee that our interpretation will be accepted by Revenue, or ultimately a court, even in circumstances where we believe our interpretation to be correct. Any conclusions arrived at or advices rendered will be current as at the date arrived at or rendered and they may be affected by subsequent changes in the applicable laws or standard accounting practice.
- 1.4 We may acquire sensitive information concerning your business or affairs in the course of delivering the Services (“Confidential Information”). We shall comply with the confidentiality standards and requirements of Chartered Accountants Ireland and of any other authority in Ireland with whose requirements we are bound to comply, as well as any obligations imposed on us by Irish law. We shall be entitled to disclose information to our legal advisers or professional indemnity insurers or where necessary to comply with any legal, governmental or professional regulatory requirements and shall likewise not be in breach of our obligation in this section 1.3 where any such Confidential Information is or becomes generally available to the public otherwise than by an unauthorised disclosure or where the Confidential Information was lawfully in our possession prior to it being furnished to us by you.
- 1.5 For the purposes of marketing our services we may wish to disclose that we have performed work for you, in which event we may identify you by name and we may indicate the general nature or category of the Services and any details which have properly entered the public domain.

1.6 We may supply written advice or confirm oral advice in writing or deliver a final written report or make an oral presentation on completion of the Services. Prior to completion of the Services we may supply oral, draft or interim advice or reports or presentations but in such circumstances our written advice or our final written report shall take precedence. No reliance shall be placed by you on any draft or interim advice or report or any draft or interim presentation. Where you wish to rely on oral advice or on an oral presentation made on completion of the Services, you shall inform us and we shall supply documentary confirmation of the advice concerned.

1.7 We shall not be under any obligation in any circumstances to update any advice, report or any product of the Services, oral or written, for events occurring after the advice, report or product concerned has been issued in final form.

1.8 All communications with you shall be supplied by us on the basis that it is for your benefit and information only and that it shall not be copied, referred to or disclosed, in whole (save for your own internal purposes) or in part, without our prior written consent. You shall not quote our name or reproduce our logo in any form or medium without our prior written consent. You may disclose in whole any product of the Services to your insurers, legal and other professional advisers for the purposes of your seeking advice in relation to the Services, provided that when doing so you inform them that:

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

1.9 Any advice, opinion, statement of expectation, forecast or recommendation supplied by us as part of the Services ("Forecasts") shall not amount to any form of assurance that we have determined or predicted future events or circumstances and any such Forecasts are for information and indicative purposes only and we do not warrant, nor shall we be liable, in any way whatsoever, for their accuracy.

2. Ownership

2.1 We shall retain ownership of the copyright and all other intellectual property rights in the product of the Services, whether oral or tangible, and ownership of our working papers. For the purposes of delivering the Services to you we shall use and share knowledge, experience and skills of general application gained through performing services for other clients. Similarly, we shall be entitled to use, develop or share with other clients knowledge, experience and skills of general application gained through performing the Services.

3. Our Charges

3.1 Details of our Charges for products and services supplied and any special payment terms will be set out in the Engagement Letter and/or our fee proposal documentation. Upon payment on foot of our delivery of a request for payment, we will issue you with a VAT invoice.

- > We shall render a request for payment of Charges (please note this does not constitute a VAT invoice) in respect of the Services and VAT thereon (where appropriate). We will be entitled to submit interim requests for payment for services, disbursements and other charges as the work progresses.
- > Subject to making the necessary disclosures under the Investment Intermediaries Act 1995, commissions paid to us in respect of Investment Business services provided to you under the same Act will be retained by us unless otherwise set out in the Engagement letter.
- > Requests for payment will normally be rendered monthly unless other arrangements are agreed. Requests for payment are payable on presentation.

3.2 Our Charges shall be time based taking into account the degree of responsibility of our partners, employees, agents or subcontractors, as the case may be, involved in delivering the Services, their skill and the time spent by them in performing them and the nature and complexity of them. Your requirements for urgent delivery and outside normal service deadlines may also impact on the level of Charges.

3.3 Our Charges may differ from estimates or quotations, such estimates or quotations shall be provisional only and shall not be binding on us under any circumstances. It is open to you at any time to notify us in writing of any limit you wish to place on the scope and scale of work remaining and on our Charges for this work.

3.4 A charge for costs and disbursements will be added in respect of cost incurred on your behalf by us in the course of our work, including:

- > Miscellaneous cost of typing, postage, stationery, phone calls, photocopying,
- > Out of pocket disbursements for travel, meals and accommodation where appropriate.
- > Filing and other third party fees, subcontractor costs and other third party outlays

3.5 RBK, (on the decision of any partner), may act as agent for billing and collection purposes, on behalf of the contracted party identified in the Engagement Letter.

3.6 You shall pay our Charges (without any right of set-off) on presentation of our request for payment or at such other time as may be specified in the Engagement Letter.

3.6.1 We may charge interest on any outstanding balances at the statutory rate from time to time in force (this rate applying after as well as before any Court award or judgement in our favour in respect of outstanding balances).

3.6.2 If the Services Contract is terminated or suspended by either party on giving notice in accordance with these terms (such as for a failure by you to make payment on foot of our delivery of a request for payment within the relevant time period or otherwise), we shall be entitled to payment for outlays incurred to that time and to payment of additional Charges where applicable. Our Charges for work done shall in this event be calculated by reference to our Charges at the time of performance of our work.

3.7 If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you both for the time spent copying stored papers at your request and reading correspondence or other work necessary to comply with your instructions in relation to such retrieval and copying of papers. If you need your file or information from the file, we can send this to you. We will charge you a fee for this service, based on the current rates at the time of your request and may withhold the file until we receive full payment.

4. Your Responsibilities

4.1 Notwithstanding our duties and responsibilities in relation to the Services, you shall retain responsibility and accountability for the management, conduct and operation of your business and your affairs and for deciding on the extent to which you wish to rely on, use or implement advice or recommendations or other products or Services.

4.2 Where we perform work at your premises or use your computer systems or telephone networks or other such facilities, you shall ensure that all facilities as may be required by us are made available without cost to us. We shall not be liable to you for any breach of the Services Contract (including, but not limited to, any breach of confidentiality) arising directly or indirectly as a result of our attendance at your premises or the use of your computer systems or telephone networks or other such facilities and you agree to indemnify and hold us harmless against any loss, damage, expense (including legal expense) or liability of any nature or kind whatsoever incurred by us which results from or arises from or is connected with any such claim made against us in this regard.

4.3 You shall not solicit the employment of any RBK Person involved in performing the Services while the Services are being performed or for a period of six [6] months following their completion or following termination of the Services Contract without our prior written consent. This prohibition shall not prevent you from running recruitment campaigns nor from offering employment to any RBK Person who may respond to any such campaign.

Failure to honour and comply with these terms will render you liable for financial damage to the Firm, equivalent at minimum to our normal placement fee (details available upon request), arising from breach of the employee contract, staff replacement costs and other financial losses such as refund of exam costs and loss of recruitment/placement revenues.

4.4 You shall supply promptly all information and assistance and all access to documentation and personnel under your control where required by us. You shall use your best endeavours to procure these where they are not under your control. You shall immediately inform us of any information or developments which may come to your notice and which might have a bearing on our provision or performance of the Services.

4.5 You shall supply promptly all information required by us with regard to compliance with our obligations for identity verification and reporting under the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 as amended by the Criminal Justice (Money Laundering and Terrorist Financing) (Amendment) Acts 2018 and 2021.

You shall supply information in response to our enquiries (if any) to enable us to comply with our statutory responsibilities to make disclosures to relevant authorities in respect of money laundering and other criminal activity that we may encounter during performance of the Services and where such disclosures include Confidential Information we shall act in accordance with section 1.3.

4.6 We may rely on any instructions or requests made or notices given or information supplied, whether orally or in writing, by any person whom we reasonably believe to be authorised by you to communicate with us for such purposes. We may communicate with you by electronic mail on the basis that you accept the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and that you shall perform regular virus checks. We do not accept any liability for non-receipt or late receipt by you of electronic mail or for any corruption of the information sent to you or, notwithstanding the provisions of section 1.3, its accidental disclosure to third parties (through interception or otherwise).

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

- > To the fullest extent permitted by law, we shall not be liable to you for any loss or damage suffered by you arising from the provision of incorrect or incomplete information to us by any person, whether due to the fraud, misrepresentation, or negligence of the supplier or withholder of the information.

5. Data Protection

5.1 In these Data Protection Clauses, the following terms have the following meanings:

“Data Protection Legislation” means the Data Protection Acts 1988 – 2018, the e-Privacy Regulations 2011 and the EU General Data Protection Regulation 2016/679;

“Client Data” means all personal data, which is processed by RBK in connection with the engagement as set out in the Engagement Letter;

All other terms have the meaning given to those terms in the Data Protection Legislation.

5.2 Where RBK acts as a controller as set out in the Engagement Letter, please see Clauses 5.5 and 5.6 below and our Privacy Policy for information on how we process your personal data.

5.3 Where RBK acts as a processor, please see the clauses set out in Appendix VI and our Privacy Policy which shall govern the data processor arrangements.

5.4 Client and RBK shall each ensure that they comply at all times with their obligations as Controllers under the GDPR and other applicable data protection law.

5.5 RBK shall:

- > implement all appropriate technical and organisational security measures which ensure against unauthorised access to, unauthorised or unlawful alteration, disclosure, destruction or other unauthorised or unlawful processing of, accidental loss or destruction of, or damage to Client Data;
- > taking into account the nature of the Processing, assist the Client by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising a Data Subject's rights laid down in Chapter III of the GDPR;
- > assist Client in ensuring Client's compliance with its obligations pursuant to Articles 32 through 36 of the GDPR, taking into account the nature of Processing and the information available to RBK.

5.6 Client shall:

- > implement all appropriate technical and organisational security measures which ensure against unauthorised access to, unauthorised or unlawful alteration, disclosure, destruction or other unauthorised or unlawful processing of, accidental loss or destruction of, or damage to Client Data;
- > assist RBK in ensuring RBK's compliance with its obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of Processing and the information available to the Client;
- > with regard to Client Data, be solely responsible for providing all Data Subjects with the information required by Articles 13 and 14 of the GDPR, on behalf of RBK and Client, as required for RBK to Process the Client Data in accordance with the GDPR. [To this end, RBK will provide a Privacy Statement on its website to which Client can refer Data Subjects];
- > with regard to Client Data, be solely responsible for responding to requests for exercising a Data Subject's rights laid down in Chapter III of the GDPR.
- > Client shall indemnify RBK, without limit or exclusion, against any damages incurred by the Firm arising from or in connection with: (i) any breach by the Client of its obligations under these Data Protection Clauses; and/or (ii) any act or omission of the Client or its officer, employee, contractor or agent which causes the RBK to breach any of its obligations under the GDPR or other applicable data protection law.

6. Knowledge and Conflicts

6.1 In this clause and in section 6.3 and 6.4 the following definitions shall apply:

- > “the Engagement Team” shall mean, collectively or individually, those RBK Persons involved in delivering the Services.
- > “Colleagues” or “a Colleague” shall mean, collectively or individually, RBK Persons who are not members of the Engagement Team.

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

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

- 6.2** Safeguards are available which are designed to facilitate the protection of each client's interests, including separate terms, their geographical and operational separation and access controls over computer servers and electronic mail systems ("Barriers").
- 6.3** We or other RBK Persons may be approached to advise another party or parties who are in dispute with you, or to represent the interests of a party or parties whose interests are opposed to yours through their material concern in matters to which the Services are specifically and directly related ("Adversarial Conflicts"). We shall seek to identify Adversarial Conflicts. If you know or become aware of any which may arise, you shall inform us promptly.

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

The operation of such Barriers shall, and you agree that it shall, constitute full compliance with our duty of confidentiality in relation to Adversarial Conflicts.

- 6.4** An Adversarial Conflict shall not arise where a Colleague is appointed in an insolvency practitioner capacity in respect of a person or organisation who or which is or subsequently becomes in Adversarial Conflict with you. If this situation arises the insolvency practitioner shall be entitled to act in that capacity and appropriate Barriers shall be put in place.
- 6.5** We or other RBK Persons may be approached to advise another party or parties where there is no Adversarial Conflict but whose interests compete with yours specifically and directly in relation to the subject-matter of the Services ("Competing Party" or "Parties"). We shall seek to identify Competing Parties. If you know or become aware that a RBK Person is advising or proposing to advise a Competing Party, you shall inform us promptly.
- 6.6** Where a party is advised by us, has been identified by us or notified by you as a Competing Party, we shall activate appropriate Barriers and, when such Barriers are operating, Colleagues shall be entitled to advise, or continue to advise (as the case may be), the Competing Party concerned at any time and in any capacity (save in relation to an Adversarial Conflict). Where an Adversarial Conflict arises in relation to a party which was formerly a Competing Party, the party concerned shall no longer be regarded as a Competing Party and section 6.3 and 6.4 shall apply.

The operation of such Barriers shall, and you agree that it shall, constitute full compliance with our duty of confidentiality in relation to Competing Parties.

- 6.7** Where a party has engaged us to advise it before you have done so and subsequently circumstances change, we may consider that, even with Barriers operating, your interests are likely to be prejudiced and we may not be satisfied that the situation can be managed. In that event we may have to terminate the Services Contract and we shall be entitled to do so upon giving notice to you in accordance with these terms but we shall consult you before we take that step.

7. The Services Contract

- 7.1** The Services Contract sets out the entire agreement and understanding between us in connection with the Services and supersedes or replaces any prior agreements, understandings, arrangements, statements or representations (unless made fraudulently) relating to the Services. Any modifications or variations to the Services Contract must be in writing and signed by an authorised representative of each of us.

8. Third Party Rights

- 8.1** The Services Contract shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights against RBK whether in contract, tort (including negligence) or otherwise, nor, save as provided in section 8.2, shall RBK owe any duties to third parties in respect of, arising out of or in connection with the Services or the Services Contract. No third party shall have any right against RBK to enforce or rely on any provision of the Services Contract and you agree to bring the existence of this section 8.1 to the attention of third parties with whom you deal and with whom we may come in contact with in connection with the provision of the Services. For the avoidance of doubt, the UK Contracts (Rights of Third Parties) Act and any similar or analogous legislation or orders in any other jurisdiction shall, to the fullest extent permitted by the laws of that or those jurisdictions (as the case may be), be excluded and shall not apply to the Services Contract and no such third party shall have the right to seek to enforce any provision of the Service Contract against us.
- 8.2** There may be situations, for example in relation to loan agreements, where a third party seeks to request us, in our capacity as auditors, to report to them. Any contractual arrangements between you and a third party which seek to impose such requirements upon us will not, as a matter of law, be binding on us. However, depending on the circumstances, we may agree to provide reports to third parties, but not in our capacity as auditors. Any such possible requirements must be discussed with us at the earliest opportunity and well before the

loan agreement or other arrangement is finalised. In this regard, however, it is our policy not to extend our duty of care in respect of our audit report on the financial statements.

- 8.3** Our reports as auditors will be prepared for and only for each client's members in accordance with Section 336 of the Companies Act, 2014 and for no other purpose. In those circumstances, we will not, in delivering our report and giving our opinion, accept or assume responsibility (legal or otherwise) or accept liability for or in connection with any other purpose for which our report or opinion may be used, or to any other person to whom our report is shown or into whose hands it may come, and no other persons shall be entitled to rely on our opinion save where they have obtained our prior written consent that they may do so.
- 8.4** If you breach any of your obligations under the Services Contract and there is any claim made or threatened against us by a third party, you shall indemnify, defend and hold us harmless for and against any loss, damage, expense (including legal expense) or liability of any nature or kind whatsoever incurred by us which results from or arises from or is connected with any such breach and any such claim. If you make any payment under this section 8.4, you shall not seek recovery of that payment from us at any time. In this section 8.4, "us" shall include all RBK Persons and "you" shall include Other Beneficiaries.

9. Circumstances Beyond Your or Our Control

- 9.1** Neither you nor we shall be in breach of our contractual obligations nor shall either you or we incur any liability to the other if we or you are unable to comply with the Services Contract as a result of any cause beyond our or your reasonable control. In the event of any such occurrence affecting one of us, that party shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the operation of the Services Contract (without affecting any rights or obligations either you or we might have at that time, including, for the avoidance of doubt, payment for Services then rendered to you) on giving notice in accordance with these terms.

10. Waiver and Assignment

- 10.1** Failure by us to exercise or enforce any rights available to us shall not amount to a waiver of any such rights.
- 10.2** Neither you nor we shall have the right to assign the benefit of the Services Contract to another party without the written consent of the other.

11. Limitations on our Liability

- 11.1** For the purposes of section 11, RBK's Liability shall be defined as RBK's aggregate liability in contract or tort (including negligence) or under statute or otherwise, whether to you or to any other party including Other Beneficiaries, in connection with the Services. This includes, without limitation, and without prejudice to the generality of the foregoing, our liability in accordance with these terms for the acts or omissions of any other RBK Persons.

RBK's Liability shall be limited as follows:

- 11.1.1** Subject to section 11.2 and section 11.3 below, and save in the case of fraud on our part, RBK's Liability for any loss or damage, suits, claims, expenses (including legal expenses) or other liabilities, however caused, suffered by you (or by any other party) arising from or in connection with the Services, shall be limited to the amount specified in the Engagement Letter, if any, or if no amount is specified there, to the amount of five [5] times the Charges actually paid to us in accordance with the terms of the Engagement Letter for the specified services.
- 11.1.2** Where there is more than one beneficiary of the Services ("Beneficiary"), the limitation on our liability agreed under this section 11 to each Beneficiary shall be apportioned by them amongst them. No Beneficiary shall dispute or challenge the validity, enforceability or operation of this section 11.1 on the grounds that no such apportionment has been so agreed or on the ground that the agreed share of the limitation amount apportioned to any Beneficiary is unreasonably low. In this clause, "Beneficiary" shall include you and Other Beneficiaries.
- 11.1.3** We shall not be liable for special, indirect or consequential damages resulting from or arising out of the Service Contract or the Services provided by us to you, including, without limitation, loss of profits or business interruptions, however the same may be caused.
- 11.1.4** We will not be responsible or liable to you or any other person in any way for any errors in any accounts, reports or other services provided to you or for any late filing (or non-filing) of statutory or other returns or papers with any person or body or any late or non-compliance with any reporting requirements applicable to you or to us where any such matters occur as a result of your actions or omissions, including, but not limited to, any failure by you to provide us with all necessary, correct or requested information in, in our opinion, a timely manner, or at all.
- 11.2** Subject always to the aggregate limitation on RBK's Liability in section 11.1.1 above, the following provisions shall govern the extent of our liability to you and to any and all Other Beneficiaries for any loss or damage suffered by you (or by any such other party) arising from or in connection with the Services:

11.2.1 RBK's Liability shall be limited to that proportion of the total loss or damage, after taking into account your contributory negligence (if any) or the contributory negligence (if any) of any Other Beneficiaries, which is just and equitable having regard to the extent of our responsibility (including the responsibility of other RBK Persons) for the loss or damage concerned (the "RBK Proportion") and the extent of responsibility of any other party also responsible or potentially responsible ("Another Liable Party"). Without prejudice to the generality of the foregoing, in particular, you agree that, with regard to tax returns, it is, ultimately, your responsibility to ensure that accurate returns are filed and that, while we will assist you in relation to the relevant computations and the submission of the returns, we cannot and will not accept any liability for any error in any computation related to the preparation of a tax return where such error is based on inaccurate or incomplete information provided by you.

11.2.2 For the purposes of determining the RBK Proportion:

- > No account shall be taken of Another Liable Party having ceased to exist, having ceased to be liable, having had imposed an agreed limit on its liability or being impecunious or for other reason being unable to pay.
- > In any relevant court proceedings brought against us by you or Other Beneficiaries (the "Claimant"), on request by us, the Claimant shall join Another Liable Party to any such proceedings against us, unless doing so is prohibited by law.

11.2.3 Where, despite the provisions of this section 11, the extent of the RBK Proportion is not determined, the question shall be referred on request to an expert, to be appointed by agreement or by the President of The Incorporated Law Society of Ireland, who shall act as an expert and not as an arbitrator and whose decision on the RBK Proportion shall be final and enforceable in satisfaction of any prior judgment.

11.3 If you fail to sign the Engagement Letter, your continued instructions to us will nevertheless be deemed to be acceptance by you of the terms of the Services Contract and in particular the terms of this section 11.

11.4 You acknowledge a collateral agreement with us and with all RBK Persons whom we may involve in the delivery of the Services from time to time to the effect that you and Other Beneficiaries shall not bring any claim against any RBK Person other than us in respect of loss or damage suffered by you or by Other Beneficiaries arising out of or in connection with the Services. This restriction shall not operate to limit or exclude the liability for the acts or omissions of any other RBK Person.

11.5 You agree that you will take all reasonable, immediate and necessary steps to mitigate any loss that you may suffer as a result of any act, error or omission on our part and notify us immediately of any actual or potential claim against us.

11.6 Any clauses in these General Terms of Business operating or which may operate to exclude or limit our liability in any respects shall not operate to exclude or limit any liability to the extent that it cannot lawfully be excluded or limited.

12. Client Account Monies

12.1 Where we hold monies for you in our client account, or in accounts held jointly with others ("Your Client Account Monies"), then:

12.1.1 these monies are treated as if you had deposited them direct with the relevant financial institution. We do not accept responsibility for the security and/or safety of those monies to the extent they are not repaid to us by the relevant financial institution, nor do we accept responsibility for any currency fluctuation in respect of funds transferred to or from our client account(s) or any designated deposit account(s) or any conversion of those funds to another currency or otherwise. We determine the financial institution with whom our client account is / our client accounts are held. We are not liable for the default of any financial institution where we have deposited Your Client Account Monies. In no case will we have responsibility for ensuring that funds placed on deposit in our client account(s) will benefit under any deposit guarantee scheme or other scheme of similar effect;

12.1.2 by holding or placing money with us, you consent to the deduction therefrom of any bank charges and levies and any negative interest applied by the relevant financial institution;

12.1.3 In the event of negative interest rates, including any charge(s), being applied by the relevant financial institution, you agree that you will be responsible for the negative interest rate incurred together with any such charge(s). Any amount of interest and/or charge(s) that becomes due to the relevant financial institution in respect of Your Client Account Monies from time to time is called a "Negative Interest and Charge(s) Amount". The negative interest rate and/or the charge(s) applied may be varied by the relevant financial institution from time to time. There may be circumstances in which we will estimate the negative interest chargeable on Your Client Account Monies using the negative interest rate being applied by the relevant financial institution and deduct that amount from Your Client Account Monies. We are under no obligation to notify you of any change(s) in the applicable interest rate and/or in the charge(s). You agree that: (i) we will be entitled to pass on the negative interest rate and the charge(s) incurred in respect of Your Client Account Monies to you; and (ii) for so long as the

negative interest rate and/or the charge(s) applies: (a) we, or the relevant financial institution, will be permitted to deduct the Negative Interest and Charge(s) Amount from all and any monies we hold for you in our client account; and (b) you shall keep sufficient funds available in our client account to pay each such Negative Interest and Charge(s) Amount in full when due. If at any time the amount of Your Client Account Monies is not, or we are of the view (acting reasonably) that it will not be, sufficient to pay in full a Negative Interest and Charge(s) Amount (a "Shortfall Amount") then you agree to pay the Shortfall Amount to us within 3 days of demand in writing. You agree that we may prevent the withdrawal of all or any part of Your Client Account Monies where we are of the view (acting reasonably) that the withdrawal will cause a breach of your obligations under this sub-paragraph 12.1.3;

12.1.4 if we have given a professional promise or undertaking on your behalf, which, because of the insolvency of the financial institution at which Your Client Account Monies are held, we cannot carry out, you will refund us in full any loss we suffer if we are forced to carry out our promise at our own expense;

12.1.5 no undertaking given by us, regardless of how it is worded, will oblige us to make any payment from our client account(s), if to do so would be prohibited by: (i) the laws or regulations of any jurisdiction in which we practice; and/or (ii) the laws or regulations of the jurisdiction to or from which the payment is or was to be made; and/or (iii) the policies or procedures of the financial institution at which the relevant client account is held or the laws and regulations applicable to that financial institution; and

12.1.6 we may charge an administration charge for dealing with matters relating to the negative interest chargeable on Your Client Account Monies (including, but not limited to, dealing with the matters addressed in sub-paragraphs 12.1.2 and 12.1.3 above), any such administration charge will be: (i) as set out in the Engagement Letter; or (ii) such other amount that may be agreed between us and you in writing from time to time.

13. Applicable Law

The Services Contract together with any non-contractual obligations arising out of or in connection with the Services Contract shall be governed by, and construed in accordance with Irish law. The Courts of Ireland shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Services Contract, any matter arising out of it, and any non-contractual obligations arising out of the Services Contract and any suit, action or proceedings including any proceedings relating to non-contractual obligations so arising may be brought in such courts. Each party irrevocably waives any right it may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

14. DAC 6 Compliance

14.1 EU Council Directive 2018/822, as same may be amended, varied, supplemented and/or substituted from time to time ("**DAC6**") requires, subject to limited exceptions, the mandatory disclosure to tax authorities of certain cross-border arrangements/transactions ("**Disclosable DAC6 Arrangements/Transactions**").

14.2 You agree and acknowledge that, in order to comply with our obligations under DAC6 and/or Irish legislation implementing DAC6, and/or similar legislation in force from time to time, we may disclose details of Disclosable DAC6 Arrangements/Transactions (that may include your details and/or details of arrangements/transactions that involve, and/or may involve, you (whether directly or indirectly) to tax authorities (including the Irish Revenue Commissioners) (a "**DAC Disclosure**") and that we will have no liability to you in respect of any DAC6 Disclosure made by us; and if requested by us, you agree to promptly provide us with all and any information that we may request in order for us: (1) to determine whether or not any arrangements/transactions that we believe involve, and/or may involve, you (whether directly or indirectly) constitute Disclosable DAC6 Arrangements/Transactions: and/or (2) to make a DAC6 Disclosure.

14.3 If necessary and in circumstances where you are required to make a disclosure in accordance with DAC6, you agree to ensure that the required information is promptly communicated to the relevant competent tax authority and to provide us with confirmation of such communication. We may as part of our service, charge for any work we carry out: (1) to determine whether or not any arrangements/transactions constitute Disclosable DAC6 Arrangements/Transactions: and/or are subject to DAC6 and/or (1) legislation in force from time to time: and/or (2) in making a DAC6 Disclosure.

15. Reporting Responsibilities under Legislation

15.1 EU and Irish legislation requires us to identify new clients and verify personal client information. In order to comply with our obligations, we will require the appropriate documents from you to so identify you and verify certain information. We will communicate with you in relation to the documents we require in each particular case. You should note that we cannot commence work in relation to any particular Services for new clients until we have received the requested verification documents.

15.2 In instances where we provide professional services of any kind, we are required by the Criminal Justice (Theft & Fraud Offences) Act 2001, Companies Act 2014, Taxes Consolidation Act 1997 and the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 as amended by the Criminal Justice (Money Laundering and Terrorist Financing) (Amendment) Acts 2018 and 2021, to report to the Garda Síochána and the Revenue Commissioners where we suspect that a money laundering offence and certain other offences have been or are being committed and in certain circumstances the Director of Corporate Enforcement (collectively the "Authorities"). It may be a criminal offence to disclose the reporting of such suspicions to any other party where this may prejudice a criminal investigation; consequently, there may be circumstances where we are statutorily obliged to report directly to the Authorities without informing you. We are also required to report to the Companies Registration Office if proper books of account are not maintained and the Director of Corporate Enforcement in the manner outlined in Appendix A1.2 of these terms.

16. Notices

16.1 Notices or other communications given under the Services Contract by any party to any other party shall be in writing and shall be sufficiently given if either:

16.1.1 Delivered by hand or sent by post to the address of the party to which the notice or communication is being given or to such other address as such party shall communicate to the party giving the notice or communication; or

16.1.2 Sent by e mail, facsimile or other electronic means of visible reproduction to the correct facsimile or electronic mail number of the party to which it is being sent, subject to proof of transmission.

16.2 Any notice, or communication, given or sent by post hereunder, shall be sent by registered post.

16.3 Every notice or communication given in accordance with this Section shall be deemed to have been received as follows:-

Means of Dispatch	Deemed Received
Delivery by hand	The day of delivery;
Delivery by post	Two [2] Business Days after posting; and
Facsimile or e-mail	When sender receives a completed transmission sheet (in the case of a facsimile) or when the e-mail has been sent (subject to proof of transmission and providing that no notification is subsequently received by the sender to say that the e-mail was not delivered).

Provided that if, in accordance with the above provisions, any such notice or other communication would otherwise be deemed to have been given or made outside working hours (being 9.00 a.m. to 5.00 p.m. on a Services Business Day) such notice or other communication shall be deemed to be given or made at the start of working hours on the next Services Business Day.

16.4 A party shall notify the other of a change in its name, relevant address, e-mail address, telephone number or facsimile number for the purposes of section 14.3. Such notification shall only be effective on either:

16.4.1 The date specified in the notification as the date on which the change is to take place; or

16.4.2 If no date is specified or the date specified is less than five [5] clear Services Business Days after the date on which notice is given, the date falling five [5] clear Services Business Days after notice of any such change has been given.

17. Termination

17.1 Save as provided in the Engagement Letter or sections 6.7 and 9.1, where notice may be served immediately at our sole discretion, each party may terminate the Services Contract or suspend its operation by giving thirty [30] days' prior notice in writing to the other at any time. Termination or suspension under this section shall be without prejudice to any rights that may have accrued for either of us before termination or suspension and all sums due become immediately payable.

17.2 We will be entitled to keep all papers and documents while there are Charges owing to us.

17.3 The following clauses of these General Terms of Business shall survive expiry or termination of the Services Contract: sections 1.3, 1.4, 1.5, 1.7, 2.1, 3.6.2, 3.7, 4.2, 4.3, 8.1, 8.4 (and any paragraph of any Appendix referring to your indemnity of us), 11, 13, 16.2, 16.3, 17 and 18.2.

17.4 We may immediately decide to stop acting for you if you do not pay our Charges within the appropriate time period, fail to give us clear and proper instructions or information or give us instructions which conflict with our rules of professional conduct. We will notify you of any such decision.

18. Severability

- 18.1** Each section, clause or term of the Services Contract constitutes a separate and independent provision. If any provision of the Services Contract or any part thereof, is void or unenforceable, the remaining provisions and the remainder of the provisions affected shall continue in full force and effect, save to the extent that any such provision is void or unenforceable.

19. Capacity and Extent of Contract

- 19.1** You agree to and accept the provisions of the Services Contract on your own behalf and as agent for Other Beneficiaries. You shall procure in such circumstances that any Other Beneficiaries shall act on the basis that they are a party to the Services Contract, as if they had each signed a copy of the Engagement Letter and agreed to be bound by it. However, you alone shall be responsible for payment of our Charges.
- 19.2** The Services Contract shall endure to the benefit of and be binding upon each party's successors, executors and personal representatives (as the case may be).

20. Complaints

- 20.1** If at any time you would like to discuss with us how the Services could be improved or if you have a complaint about them, you are invited to telephone the partner identified in the Engagement Letter. If your problem is not resolved, you should contact our Managing Partner, by writing to him at RBK House, Irishtown, Athlone, Co. Westmeath, Ireland. We will investigate any complaint promptly and do what we can to resolve the difficulties. If you are still not satisfied, you can refer the matter to Chartered Accountants Ireland.

APPENDICES

APPENDIX I	Statutory Audit
APPENDIX II	Compliance Services
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APPENDIX I

MATTERS APPLYING TO INSTANCES WHERE WE ACT AS STATUTORY AUDITORS UNDER THE COMPANIES ACTS.

Scope of our audit work

For the avoidance of doubt a statutory audit is not a detailed review of your compliance (or otherwise) with all of your legal obligations, including your tax obligations. As statutory auditors our responsibility is to undertake testing of your processes and procedures and express an opinion on whether the financial statements as prepared by the directors are materially correct and provide a true and fair reflection of the company's performance. The statutory audit is not intended to provide comfort that you are compliant with all areas of taxation. If we identify any weaknesses or material errors as part of our audit testing we will bring them to the attention of management.

Auditors duty to report to the Director of Corporate Enforcement

A1.1 Under the Irish Companies Act 2014 and other legislation the primary responsibility for a company's compliance with legal and regulatory requirements rests with its directors.

A1.2 In instances where we are appointed as auditors, we have a statutory responsibility, under sections 392 and 393 of the Companies Act 2014, to report instances of the suspected committing of indictable offences to the Director of Corporate Enforcement where in the course of our audit we become aware of information which indicates that non-compliance with law or regulations may exist.

Auditors duty to report to the Gardai

A1.3 In addition, as auditors, we have a reporting obligation under Criminal Justice Act 2001 and section 59 of the Criminal Justice (Theft and Fraud Offences) Act, 2001 to report to the Gardai instances of criminal offences committed, as specified in the Act.

Management Representations

A1.4 The information used by the directors in preparing the financial statements will invariably include facts or judgements, which are not themselves recorded in the books of account. As part of our normal accounting procedures, we shall request appropriate directors to provide written confirmation each year of such facts or judgements and any other oral representations, which we have received during the course of the accounts on matters having a material effect on the financial statements. We will also ask you to confirm in that letter that all important and relevant information has been brought to our attention.

In connection with representations and the supply of information to us generally, we draw your attention to section 389 of the Companies Act, 2014 under which it is an offence for an officer, an employee or any shadow or de facto director of the company to mislead the auditors.

Reports to Management

A1.5 Where we are appointed auditors to a company or other body, our audit is not designed to identify all significant weaknesses in that body's system of internal financial controls. However, we shall report to management in writing any significant weaknesses in that body's systems or other business matters which come to our notice during the course of our normal audit work and which we consider should be brought to management's attention. Our review of internal financial control systems is performed only to the extent required to express an opinion on that body's financial statements and therefore our comments on these systems will not necessarily address all possible improvements, which might be suggested as a result of a more extensive special examination.

A1.6 No such report may be provided to a third party without our prior written consent. Such consent will be granted only on the basis that such reports are not prepared with the interests of anyone other than the company in mind and that we accept no duty or responsibility to any other party.

A1.7 To provide an opportunity for you to discuss the matters arising in our various reports, we will be available to attend meetings as required.

APPENDIX II

MATTERS APPLYING TO COMPLIANCE SERVICES PROVIDED IN CONJUNCTION WITH STATUTORY AUDITS/ ACCOUNTS PREPARATION SERVICES.

Tax compliance work

It is, ultimately, your responsibility to ensure that accurate returns are filed and that, while we will assist you in relation to the relevant computations and the submission of the returns, we cannot and will not accept any liability for any error in any computation related to the preparation of a tax return or any other aspect of the return where such error is based on inaccurate or incomplete information provided by you.

A2.1 You acknowledge that It is your responsibility to confirm that all sources of income and gains have been included in the computation where we have agreed to prepare, in respect of each accounting period, a computation of the company's/personal profits, adjusted in accordance with the provisions of the Taxes Consolidation Act 1997(as amended). We shall advise you each year before the due date of the amount of Income/Corporation Tax payable. We will also assist in the preparation of returns of Corporation Tax and Income Tax where requested. It is your responsibility to confirm that the return is complete and correct. Subject to your confirmation, the return will be submitted to the Inspector of Taxes.

A2.2 You will be responsible, unless otherwise agreed, for all other returns, including, without prejudice to the generality of the foregoing, returns relating to employee taxes under PAYE/PRSI, returns of employee expenses and benefits, Dividend withholding tax (DWT) returns, VAT returns, VIES returns Relevant Contracts Tax returns and returns of Third Party payments such as Form 46G.

A2.3 We will only retain essential tax records for the period required by law and in line with the Revenue Commissioners practice of reviewing past records following which these records will be returned to you. Similarly, while we will require various additional (non-essential) records and receipts from you in order that we may prepare the relevant tax return, all of these documents will be returned to you following the completion and submission of the relevant return and we will not be obliged to retain any copies of such additional records and receipts.

A2.4 You agree that our tax compliance work does not amount to an audit examination of the kind carried out by the Revenue Commissioners and you accept that the fact that we have filed your tax returns does not mean that issues cannot arise at a future date should the Revenue Commissioners select your business or affairs for an audit.

A2.5 As part of our legal responsibilities regarding taxation, we must report material relevant offences, as defined in 1079 of the Taxes Consolidation Act 1997, to you/the directors of the company in writing, requesting you/them to rectify the matter or notify an appropriate officer of the Revenue Commissioners of the offence within six [6] months. In the event that our request is not complied with, we must cease to act as auditor/accountants to you or to assist you in any taxation matter. We must also send a copy of our notice of resignation to an appropriate officer of the Revenue Commissioners and to the Registrar of Companies within fourteen [14] days.

Company Secretarial

A2.6 Where as part of our engagement as auditors or accountants to the company, the scope of our engagement authorises us to deal with the company's secretarial compliance obligations, we will:

- (a) prepare and file with the Registrar of Companies financial statements in accordance with the requirements under Part 6 of the Companies Act 2014;
- (b) prepare and file the company's Annual Return;
- (c) deal with any other routine secretarial matters that may arise.

You should take note that:

A2.6.1 The company's statutory annual return form to the Registrar of Companies must be in accordance with the requirements of Section 343(4) of the Companies Act 2014.

A2.6.2 The company may receive a reminder from the Companies Registration Office (CRO) 30 days prior to the annual return date (ARD) of the need to file its annual return. However this is at the discretion of the Registrar of Companies and is out of RBK's control, irrespective of a reminder notice being issued, it is the responsibility of the company to ensure its deadlines are met. The company will then have up to fifty-six [56] days after its ARD to submit its returns to the CRO.

A2.6.3 The company will incur late filing penalties if the relevant financial statements are not made available for submission to the CRO within the period set out in legislation and that the directors thereafter may become personally and individually liable to possible prosecution proceedings in the District Court for failure to comply with the strict requirements of company law.

A2.7 Where we are engaged as company secretarial consultants under a separate letter of engagement to that of the audit engagement the appropriate statutory registers (along with the minute books, to the extent that minutes or resolutions are provided to us) will be maintained, including:

- > Register of Directors and Secretaries
- > Register of Directors Service Contracts (if applicable)
- > Register of Members
- > Register of Beneficial Ownership
- > Register of Allotments
- > Register of Transfers
- > Register of Charges
- > Register of Disclosable Interests
- > Minutes books of the proceedings of meetings of Directors and Members

Where RBK are engaged to maintain the statutory registers and minute books of the company, it is the responsibility of the directors to provide RBK with all relevant information and changes to the statutory records of the company to ensure they are kept up to date and in compliance with the Companies Act 2014. Failure to notify RBK of any changes in the statutory records of the company may result in a delay in providing accurate and up to date statutory registers on request and may result in possible prosecution for failure to comply with the strict requirements of company law.

- A2.7.1** The Companies Act 2014 provides that, typically, any changes in the statutory records of a company be notified to the Registrar of Companies within a certain time period of the occurrence of the event and to ensure that the company continues to comply with these requirements you must advise us immediately.

In this regard, you undertake to notify and inform us in writing of any changes in the statutory records of the company that is required by law to be recorded in the statutory registers and statutory returns as submitted to the CRO. Typically, this would include changes in directorships, company secretary, share movements etc. We will not be responsible or liable to you or any other person in any way for any late filing (or non-filing) of statutory forms or papers in the CRO or with the Revenue Commissioners or any other person or body caused by (in our sole opinion) insufficient notification by you to us of any such changes.

- A3.1.2** Matters in respect of which we have been unable to satisfy ourselves.
- A3.1.3** Matters other than trivial breaches where it appears that the solicitor has not complied with the provision of the Regulations.
- A3.1.4** The results of the comparisons required under Regulation 13 (8)(a) of the Regulations.
- A3.1.5** The results of the comparisons required under Regulation 28 (2), Step 6 and Regulation 28 (3), Step 2 of the Regulations.
- A3.1.6** Whether you have prepared the office balancing statement for the accounting period under review as provided for in Regulation 13 (8)(b) of the Regulations.
- A3.1.7** Our work is planned and conducted to enable us to form an opinion on whether you have complied with the relevant provisions of the Regulations and includes such sample tests and procedures as we consider necessary for that purpose. We plan our procedures so as to have a reasonable expectation of detecting irregularities and fraud, but our work should not be relied upon to detect all such matters. Any working papers we produce in carrying out these tests and procedures remain the property of RBK.

Consequently, in producing the financial statements of your business, any working papers, including the nominal ledger, which we bring into existence for this purpose, shall remain the property of RBK.

APPENDIX III

MATTERS APPLYING TO INSTANCES WHERE WE ACT AS ACCOUNTANTS FOR SOLICITORS

- A3.1** Where we act as reporting accountants under Part V of the Solicitors Accounts Regulations 2014 (the "Regulations") our function is to examine the accounting records relating to the practice and to make a report to the Law Society stating whether in our opinion you have complied with the relevant provisions of the Regulations. In arriving at our opinion, we will be required to consider the following matters and to report on any regarding which we are not satisfied as follows:

- A3.1.1** Whether each partner has complied with the provisions of Part II and Part III (A), Part III (B) and Part III (C) of the Regulations apart from trivial breaches due to clerical errors or mistakes in accounts all of which were rectified upon discovery and none of which resulted in any loss to any client.

APPENDIX IV

MATTERS APPLYING TO INSTANCES WHERE WE ACT AS ACCOUNTANTS AND/OR AUDITORS TO AUCTIONEERS/ INSURANCE AND INVESTMENT INTERMEDIARIES

Financial Regulator Requirements

- A4.1** Where your business (or part thereof) amounts to "Investment Business" under the Investments Intermediaries Act, 1995 the business is then regulated by the Financial Regulator under the Investment Intermediaries Act, 1995. Under the Act you are responsible for the maintenance of accounting records which reflect and explain the transactions and assets and liabilities arising from your activity as an Insurance and Investment Intermediary in accordance with the requirements issued from time to time by the Financial Regulator. You have agreed to make available to us all books and records relating to that activity and to provide any further information and explanations as we consider/are necessary to make our report.

A4.1.1 As directors, you will be responsible for ensuring that your company complies with the premium handling requirements as set out in Part V of the Central Bank's Handbooks, and the Financial Regulator's "Handbook of Prudential Requirements for Authorised Advisors and Restricted Intermediaries" and "Consumer Protection Code".

A4.1.2 We have a duty to provide a Statutory Duty Confirmation in a prescribed format of the Financial Regulator on an annual basis and will carry out such tests and procedures as we consider necessary to enable us provide same.

Auctioneering & Property Services Providers / Agents – Regulated by Property Services Regulatory Authority

A4.2 Where we act as Reporting Accountants under the Property Services (Regulation) Act, 2011 (Client Moneys) Regulations, 2012 (the "PSRA Regulations") our function is to examine the accounting records (as more particularly described in the said Regulations and, in particular, Regulation 10 and 11 thereof) relating to clients accounts and to complete a declaration for presentation to the Property Services Regulatory Authority (PSRA) stating whether in our opinion the licensee has complied with the relevant provisions of the Property Services (Regulation) Act, 2011 relating to the keeping of accounting records for the protection of clients' money.

A4.2.1 In arriving at our opinion, we will be required to carry out the following work:

- > Make a general test examination of the books, accounts and other relevant documents kept in relation to your business.
- > Review your client account balancing statement which you will have prepared at two specific dates as set out in the PSRA Regulations.
- > Review the client bank accounts held by you as the licensee reporting on whether they are interest bearing accounts and the amount of interest credited during the period under review.
- > Review your office balancing statement which you will have normally prepared at your financial year end or as specified in the PSRA Regulations.
- > Ask for such other information and explanations as may be required to assist us in forming our opinion.

A4.2.2 Our work will be planned and conducted to enable us to form an opinion on the licensee's compliance with the relevant provisions of the Property Services (Regulation) Act, 2011 and/or the PSRA Regulations and includes such tests and procedures as we consider necessary for that purpose. We plan our procedures so as to have a reasonable expectation of detecting irregularities and fraud, but our work should not be relied upon to detect all such matters.

We shall not be responsible for the maintenance of the accounting records of client companies.

A4.2.3 In certain circumstances the Property Services Regulatory Authority under the powers vested in it by the Property Services (Regulation) Act 2011 may require additional evidence from us in connection with our declaration on the auctioneer's application for renewal of their Property Service Regulatory Authority (PSRA) licence.

APPENDIX V

MATTERS APPLYING TO THE PROVISION OF TECHNOLOGY CONSULTING SERVICES AND THE SUPPLY OF HARDWARE AND SOFTWARE PRODUCTS

Price

A5.1 Quoted prices include the cost of normal packaging but exclude delivery & VAT but any such quoted prices are indicative only and shall not operate to bind RBK to the price quoted.

A5.2 The prices for goods shall be those ruling at the date of despatch and RBK reserves the right to amend its quoted prices at any time prior to the date of despatch.

Despatch and Payment

A5.3.1 Unless otherwise specified the price quoted is packed ex-office. An extra amount will be levied to cover delivery if applicable. A charge may be made to cover any extra costs involved for delivery to an address which is different to the buyer's normal delivery address. Any times or dates for delivery by us are estimates and time shall not be of the essence.

A5.3.2 Should expedited delivery be agreed an extra amount may be charged to cover any extra overtime or any other additional costs involved.

A5.3.3 Should work be suspended at the request of or delayed through any default of the buyer for a period of 30 days or more RBK shall then be entitled to payment for work already carried out, materials specially ordered and other additional cost including storage.

Title and Risk

A5.4 Notwithstanding delivery and the passing of risk, the property in the goods shall remain in RBK, until the buyer has paid all monies owed by it to RBK under this or any other contract or otherwise. If any of the goods are processed into, incorporated in, used as materials for or mixed with other goods or materials prior to such payment the property (but not the risk) in the whole of such goods or materials shall pass to RBK at the moment of such processing, incorporation, use or admixture and shall remain with RBK until payment of all such monies as specified in this condition. Until such payment is made the buyer shall possess all goods and material the property in which is vested in RBK by virtue of this condition as bailee and on a fiduciary basis only and if RBK so requires the buyer shall store such goods and materials at no extra cost to RBK so that they are clearly identified as belonging to RBK.

RBK, without prejudice to any of its other rights and remedies, may recover and resell any or all of such goods or materials and the buyer hereby authorises RBK or its servants or agents to enter with or without vehicles upon the premises of the buyer or upon any other premises designated by the buyer for delivery of the goods to recover possession of the goods at all reasonable times and without notifying the buyer. The buyer has the right to sell for the account of RBK any goods or materials the properties in which is vested in RBK by virtue of this condition.

In such event RBK shall be entitled to, and the buyer shall be under a fiduciary duty to, account to RBK for the proceeds of such sale to the extent that the buyer owes any monies to RBK. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of RBK, but if the buyer does so all monies owing by the buyer to RBK shall (without prejudice to any other right or remedy of RBK) forthwith become due and payable.

A5.5.1 The buyer's property and all property supplied to RBK by or on behalf of the buyer shall, while it is in possession of RBK or in transit to or from the buyer, be deemed to be at the buyer's risk and the buyer shall insure accordingly.

A5.5.2 RBK shall be entitled to make a reasonable charge for the storage of any of the buyer's property left with RBK before receipt of the order notification to the buyer on completion of the work.

Loss or Damage in Transit or Non Delivery

A5.6 Orders must be checked thoroughly by the buyer at the time of receipt of delivery of the goods and any shortages, damages or delivery errors must be written on the delivery docket before signing. Non-receipt of goods must be notified in writing to RBK by post, e-mail or by facsimile transmission within seven (7) working days of the invoice date failing which RBK shall not be liable to the buyer for any loss or damage thereby suffered by the buyer. All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

Late Delivery

A5.7 Whilst RBK will use all reasonable endeavours to deliver the goods in accordance with the buyer's requirements, RBK will not be liable for any consequences of late delivery howsoever caused.

Defective Products

A5.8 RBK's liability (both in contract and in tort) in respect of defects in the goods shall be limited to the replacement of faulty items or material, or the issue of credit notes in respect thereof, or the granting of a refund or such other compensatory measures as RBK at its discretion considers appropriate in the circumstances. Such measures shall relate only to the actual faulty items or their proper information in relation to the specifications attaching to such goods has been communicated or delivered to the buyer, in each case, at or before the placing of the order by the buyer. For the avoidance of doubt, clause 11 of our general terms of business shall apply.

Goods which are supplied complete with license i.e. all accounting/payroll software, Microsoft licenses, server & pc software, anti virus software etc, once ordered cannot be returned. In such circumstances the buyer shall be responsible for all the consultancy/installation and training time regardless of whether or not the buyer uses the goods in question.

The buyer is responsible for holding proof of purchase of licences which from time to time are subject to audit checking by the licensor.

If Charges remain outstanding to RBK or a third party (e.g. for domain registration) for web-development services and related services provided by RBK, RBK reserves the right to remove the live website. In addition, RBK reserves the right to take all actions to cancel the domain name.

Warranty & Guarantees

A5.9 Save for any guarantee expressly given by RBK directly to the buyer, RBK does not give any guarantee or warranty on goods sold to the buyer and shall not be liable to the buyer for the observance of the terms of any guarantee from the manufacturers concerned. RBK makes no promise or representation that the goods shall conform to any law, statute, ordinance, regulation, code or standard and the buyer shall be exclusively responsible for ensuring compliance with all such laws and standards associated with the intended use of the goods.

Intellectual Property Rights

A5.10 The sale and delivery of goods by us shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the goods, and the buyer expressly assumes all risks of any intellectual property infringement by reason of its use of the goods.

A5.11 If the buyer uses or sells the goods supplied in such a manner as to infringe any intellectual property rights of any third party, RBK shall not be responsible for such infringements and the buyer agrees to indemnify RBK and keep RBK indemnified from and against all liability or potential liability, costs, damages, fines and expenses (including legal fees) arising therefrom.

Cancellation

A5.12 RBK may withhold or cancel further or any deliveries under the contract of sale or may recover all losses resulting there from if the buyer:

A5.12.1 Fails to make payment for outstanding Charges on the due date under any contract with RBK; or

A5.12.2 Enters into a composition with its creditors, or (being a company) has a receiver appointed or passes a resolution for winding up, or commits an available act of bankruptcy; or

A5.12.3 Is in breach of any of the items and conditions contained herein (notwithstanding that on a former occasion or occasions it has waived its rights).

The exercise by RBK of its rights under this condition shall be without prejudice to RBK's other rights or remedies.

Interest

A5.13 RBK shall be entitled at its sole discretion to charge interest to the buyer on late payments for goods in accordance with the terms of the European Communities (Late Payments in Commercial Transactions) Regulations, SI No. 580 of 2012.

Terms and Conditions for Services

A5.14 The general terms and conditions of RBK (as may be amended by any Letter of Engagement or Service Contract) shall apply and govern any and all services provided to you in connection with the supply of goods.

Application of these Conditions

A5.15 Save to the extent provided in A5.14, these terms and conditions shall apply to all goods supplied to the buyer and shall prevail over any terms and conditions which the buyer may seek to stipulate, incorporate or refer to in writing or orally whether in an order form or invoice or otherwise and no variation, qualification, alteration, waiver or modification or purported variation, qualification, alteration, waiver or modification of these terms and conditions whether before or after the creation of the contract between RBK and the buyer shall have effect unless expressly made and agreed to in writing by RBK.

APPENDIX VI

DATA PROTECTION CLAUSES

Where RBK acts as Data Processor

A6.1 In these Data Protection Clauses the following terms have the following meanings:

"Data Protection Legislation" means the Data Protection Acts 1988 – 2018, the e-Privacy Regulations 2011 and the EU General Data Protection Regulation 2016/679;

"Client Data" means all personal data which is processed by RBK in connection with the engagement as set out in the Engagement Letter;

All other terms have the meaning given to those terms in the Data Protection Legislation.

A6.2 Client shall ensure that it complies at all times with its obligations as a Controller under the Data Protection Legislation.

A6.3 RBK shall:

- A6.3.1** process Client Data only on documented instructions from the Client and as set out in the Engagement Letter, including with regard to transfers of Client Data to any jurisdiction outside the EEA, unless required to do so by law;
- A6.3.2** ensure that persons authorised to process Client Data by RBK have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- A6.3.3** implement all appropriate technical and organisational security measures which ensure against unauthorised access to, unauthorised or unlawful alteration, disclosure, destruction or other unauthorised or unlawful processing of, accidental loss or destruction of, or damage to Client Data;
- A6.3.4** taking into account the nature of the processing, assist the Client by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising a Data Subject's rights laid down in Chapter III of the Data Protection Legislation;
- A6.3.5** assist Client in ensuring Client's compliance with its obligations pursuant to Articles 32 through 36 of the Data Protection Legislation, taking into account the nature of processing and the information available to RBK;
- A6.3.6** at the choice of Client, delete or return all Client Data to Client after the end of the engagement, and delete existing copies unless required by law to retain the Client Data. In this regard, the Client acknowledges that RBK is required by law to retain most Client Data for a period of six years plus one year, being seven years in total;
- A6.3.7** make available to Client all information necessary to demonstrate compliance with the obligations laid down in these Data Protection Clauses and, upon at least 30 days prior written notice from Client, allow for and contribute to audits, including inspections, conducted by Client or another auditor mandated by Client, no more than once per calendar year, for the sole purpose of assessing RBK's compliance with these Data Protection Clauses. The cost of any such audit shall be borne by Client;
- A.6.4** Client hereby authorises RBK to engage sub-processors for the processing of Client Data. RBK shall inform Client of any intended changes concerning the addition or replacement of sub-processors, and give Client the opportunity to object to such changes. Where RBK engages a sub-processor for the processing of Client Data, RBK shall ensure that the sub-processor is subject to the same obligations which RBK has under these Data Protection Clauses, pursuant to a written contract.

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