



#### 4 Fees and expenses

4.1 Unless otherwise specifically agreed between you and us, our fees will be charged based on this clause 4 and will be based on hourly rates that take account of the level of partners and staff assigned to the Services.

4.2 Expenses incurred, including travel and subsistence, and goods and services purchased concerning the Services, will be re-charged to you.

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Act 2017 as applicable should they need to enforce this clause.

5.9 Any claim must be formally commenced within two years after the party bringing the claim becomes aware (or ought to have become aware) of the facts which give rise to the action and in any event no later than four years after the cause of action arises. This provision expressly overrides any statutory provision that would otherwise apply.

5.10 We shall not be liable for (i) loss of profit, (ii) loss of revenue, (iii) loss of data (provided ,10.7 (t)2 ( )3.6 ( )0.6 (i)13.3 (v)-0.6 ( ))3Td(l)-0.7 (os)10.7 (s)-2.7 ( 15.4 (ord.3 (17 a)13.4 .3 (17 age)15.3 ( )TJ0.e

anonymise Information provided under this engagement and aggregate that anonymised information with other anonymised information from others so we (or other RSM Entities) can use that so aggregated information for lawful purposes (including analysis to better understand a particular issue or sector, benchmarking to provide insights back to our (or other RSM Entities') clients and improving our (or other RSM Entities') service delivery and offerings).

## 11 Freedom of Information

11.1 The parties shall coordinate as set out in the Engagement Letter or otherwise set out at <https://www.rsmuk.com/freedom-of-information-and-environmental-information> about any request for information where the FOIA or EIR (as defined therein) directly applies to you.

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unauthorised disclosure or use of confidential information and personal data.

19.5 We may download or copy information relating to Services from such Virtual Facilities and then hold such information under the Engagement Letter.

**20 Ownership of Papers and**

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without undue delay after having become aware of it; and

- c) (i) reasonably assist the Client Party in ensuring compliance with its relevant obligations under the UK GDPR; (ii) provide the Client Party with all information necessary to demonstrate compliance with Data Protection Law; and (iii) reasonably allow for and contribute to audits, including inspections and information requests, conducted by the Client Party or an auditor mandated by the Client Party.

30.2 The Client Party grants RSM general authorisation to retain members of the RSM Network and other third parties as sub-processors ('Sub-Processors') in connection with the provision of the Services having imposed on such Sub-Processors data protection obligations equivalent to those imposed on us under these Terms and Conditions of Business. RSM may change or add Sub-Processors provided that at least 30 days' written notice has been provided to the Client Party and the Client Party has not, within that period, objected to the proposed new Sub-Processor. The Client Party will only object to a proposed new Sub-Processor if it has reasonable grounds to do so. RSM shall be liable to the Client Party for the performance of the Sub-Processors' obligations.

30.3 RSM shall, at the Client Party's written request, delete or return all Client Personal Data after termination of the Services, unless otherwise required by law to store such Client Personal Data.

30.4 Taking into account the nature of the processing, RSM shall provide such assistance as may be reasonably required by the Client Party in complying with its

obligations concerning the rights exercised by data subjects under the UK GDPR.

30.5 RSM may, at its discretion, charge to the Client Party any reasonable costs that any of the RSM Entities incurs in respect of discharging any of RSM's obligations under any of clauses 30.1(c)(iii), 30.3 and 30.4.

### 31 International Data Transfers

31.1 Clause 31 shall only apply where the processing of Relevant Personal Data or Client Personal Data involves the transfer of such data from the United Kingdom to a territory that has not been recognised as providing an adequate level of protection for personal data under Data Protection Law.

31.2 The SCCs / UK Addendum are incorporated by reference and deemed binding on the parties.

31.3 For clause 31.2, the SCCs Module(s) shall apply as follows:

- a) Module One – where a controller transfers personal data to a controller;
- b) Module Two – where a controller transfers personal data to a processor;
- c) Module Three – where a processor transfers personal data to a sub-processor; or
- d) Module Four – where a processor transfers personal data to a controller,

or such other Module as applies.

31.4 Furthermore, for clause 31.2, unless expressly agreed otherwise, the optional clauses and other provisions shall apply as follows, where relevant for the Module concerned (with 'clause' in the following list meaning a clause from the SCCs, unless stated otherwise):

- a) Section I, clause 7: applies;

b) Section II, clause 9, where Module Two or Three applies: option 2 applies, with the data importer specifically informing the data exporter of any intended changes to sub-processors as set out in clause 30.2 of these Terms and Conditions of Business;

c) Section II, clause 11 (a): optional text within clause does not apply;

d) Section II, clause 13(a): for this clause the Information Commissioner's Office shall act as competent supervisory authority;

e) Section IV, clause 17: for this clause, the governing law shall be as set out in these Terms and Conditions of Business; and

f) Section IV, clause 18(b): for this clause, the courts shall be as set out in these Terms and Conditions of Business.

31.5 The parties agree to be bound by the SCCs / UK Addendum, as applicable. The Annexes to the SCCs (along with the Tables in the UK Addendum) are each



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