Mourant Governance Services

Product Terms
Accounting Services

mourant

1. INTRODUCTION

1.1. These product terms apply whenever we agree to provide you with any of the following accounting services:

1.1.1. preparation of financial statements and supporting schedules in line with generally accepted accounting principles (**GAAP**) specified by you;

1.1.2. creation and maintenance of accounting ledgers (bookkeeping) including the keeping of proper accounting records of receipts, payments, debtors, creditors, assets and liabilities;

1.1.3. preparation of periodic financial reporting and supporting schedules;

1.1.4. provision of information to your auditors and the management of the audit process for your accounts (if applicable); and

1.1.5. any ancillary services that may reasonably be required to give effect to the services above,

together, the **Accounting Services**.

1.2. Definitions used and rules of interpretation set out in our General Terms available at www.mourant.com are treated as incorporated into these product terms.

1.3. The Engagement Terms for Accounting Services are made up of:

1.3.1. an engagement letter between you and us (the **EL**);

1.3.2. these product terms;

1.3.3. any applicable jurisdiction terms;

1.3.4. our General Terms and any document referred to in it that is not already mentioned in this Clause 1.3; and

1.3.5. any other document that expressly forms part of the Engagement Terms.

1.4. If there is any conflict or ambiguity between those various parts of the Engagement Terms, a term contained in a document higher in the list above has priority over a term contained in a document lower in that list.

1.5. We may change these product terms at any time. We will notify you of changes in line with Clause 34 (*Notices*) of our General Terms.

2. ACCOUNTING SERVICES

2.1. This section applies in all cases where we provide you with Accounting Services. In particular, it applies whether or not we also provide director services.

2.2. You will tell us about any new reporting deadline as soon as possible and in any event at least two calendar months before the date of that reporting deadline.

2.3. We are not an auditor. The Accounting Services do not amount to a review or audit by us of any kind. You acknowledge that:

2.3.1. we will not express any assurance on the financial information contained in any financial statements prepared by us;

2.3.2. we are not under a duty to carry out checks to verify the completeness or accuracy of any information which you provide to us; and

2.3.3. our procedures in carrying out Accounting Services are not likely to reveal fraud or misrepresentation or any other shortcoming or irregularity in your systems and controls. We will, however, notify you if any of those matters come to our attention while we carry out Accounting Services.

2.4. Notwithstanding Clause 2.3.2 above, we may perform such reconciliations, consistency checks and enquiries as we consider professionally necessary. If information appears materially incomplete, inconsistent, implausible or unreliable, we may request clarification or suspend work.

2.5. We may provide you with financial reporting, financial statements or supporting schedules that are in draft or interim form. The final version of a document prepared by us will always prevail over any draft or interim version. No reliance may be placed on any version that is not stated as the final version.

2.6. If we appoint another MourantGS Group member as our outsourced sub-contractor to carry out any part of the Accounting Services, you will still receive the Accounting Services from us and not our outsourced sub-contractor.

2.7. You agree that any financial information we compile in carrying out Accounting Services is for your internal use only. That includes use by your directors, shareholders and auditor (if any). You will not distribute any part of that financial information publicly or to any other person without our prior written consent. If you have told us in writing that a bank, financial institution or other third party requires any part of that financial information, you can take it that we consent to the distribution of that information to them unless we tell you otherwise.

2.8. Under GAAP, there may be more than one acceptable way of recording a transaction. We will propose, for your consideration, an acceptable way to record your revenues, gains, expenses and liabilities from an accounting perspective. But we are not liable for any liability, loss, cost or expense that you or any other person may incur because of how a transaction was recorded so long as we acted in line with this Clause 2.8 and without fraud, negligence or wilful misconduct on our part.

3. ACCOUNTING SERVICES WHERE WE DO NOT PROVIDE DIRECTORS

3.1. This section only applies if we provide you with Accounting Services but not director services.

3.2. You agree to provide copies of the following documents and supporting evidence to us so that we may deliver the Accounting Services:

3.2.1. minutes of your board and shareholder meetings;

3.2.2. written resolutions passed by your directors and shareholders;

3.2.3. agreements, contracts or other documents between you and third parties;

3.2.4. bank statements and third party valuations or statements (if any);

3.2.5. invoices and other supporting documentation evidencing your transactions;

3.2.6. VAT returns and evidence of payments made;

3.2.7. statutory registers including your register of members and register of charges (if any); and

3.2.8. any other data, documents or supporting evidence which we decide (acting reasonably) are necessary for us to deliver the Accounting Services,

together, the **Information**.

3.3. You will provide the Information to us on a timely basis as close to the date of the transaction, report or statement as possible. You acknowledge that our timely receipt of the Information is critical to meeting your reporting deadlines. If you do not provide Information on a timely basis, and this delays or otherwise impedes our ability to deliver the Accounting Services, we reserve the right to charge extra fees for any additional work required for us to deliver the Accounting Services. We are not responsible for

reporting delays or any related extra costs or fees that you incur because of your failure to provide Information promptly to us.

3.4. Your directors are responsible for keeping proper accounting records and preparing financial statements that meet the requirements of applicable laws and rules. We will assist you by preparing financial statements based on Information provided but your directors are responsible for their content, accuracy and completeness.

3.5. We will assume, unless you tell us in writing otherwise, that any Proper Instruction received from you or on your behalf does not conflict with:

3.5.1. the provisions of your articles of association (or equivalent document); or

3.5.2. any resolution passed by your directors or shareholders.

Date: 23 November 2026