

## D.F. KING LIMITED: TERMS OF BUSINESS

D.F. King Limited is a company registered in England with registered number 9288591 having its registered office at 65 Gresham Street, London, EC2V 7NQ ("DFK").

These Terms of Business, together with the engagement letter signed by DFK and the Company in connection with the provision of the Services (the "Engagement Letter"), set out the terms and conditions upon which DFK is appointed by the Company to provide the Services.

### 1. DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires, when used in these Terms of Business, the following words and expressions shall have the meanings set out below:

"Affiliate"	means, in respect of any person, any company which is a direct or indirect "holding company" or "subsidiary" of that person or the direct or indirect "subsidiary" of such "holding company", as such terms are defined in section 1159 of the Companies Act 2006;
"Agreement"	means the Engagement Letter and these Terms of Business;
"Applicable Laws"	means any law, legislation, rule, regulation, orders or directive in force in England (as amended, re-enacted or replaced from time to time), related to the provision of the Services;
"Business Day"	means any day which is not a Saturday, a Sunday or a bank or public holiday in England;
"Company Data"	means Personal Data which is: (a) transmitted by the Company or on its behalf to, or is otherwise Processed by, DFK under this Agreement; and/ or (b) generated under this Agreement;
"Controller"	has the meaning set out in the UK GDPR;
"Data Subject"	has the meaning set out in the UK GDPR;
"Deliverables"	means any material and/or products created, generated and/or produced by or on behalf of DFK in connection with the provision of the Services (including, without limitation, any reports);
"Effective Date"	means the effective date set out in section 1 of the Engagement Letter;
"Fees"	means the fees set out in section 3 of the Engagement Letter;
"EU GDPR"	means the General Data Protection Regulation (EU 2016/79);
"IPR"	means all patents, copyright and related rights, trade marks, trade names and domain names, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights and any other intellectual property rights, registered or unregistered, and all similar rights which subsist or will subsist in any part of the world;
"Lawful Grounds"	means the principles and conditions relating to processing of Personal Data set out in the UK GDPR;
"Personal Data"	has the meaning set out in the UK GDPR;
"Personal Data Breach"	means a breach of security leading to the accidental or unlawful destruction, loss, alternation, unauthorised disclosure of, or access to, Company Personal Data;
"Processing"	has the meaning set out in the UK GDPR and "Process" and "Processed" shall be construed accordingly;
"Processing Activities"	has the meaning set in clause 8.1(a);
"Processor"	has the meaning given in the UK GDPR;
"Security Considerations"	means, (a) the state of the art, the costs of implementation, the nature, scope, context and purposes of the Processing Activities as well as the risk of varying likelihood and severity for the rights and freedoms of the relevant Data Subjects; and (b) the risks that are presented by the Processing Activities, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Company Personal Data transmitted, stored or otherwise Processed;
"Services"	means the services described in section 2 of the Engagement Letter, including provision of the Deliverables;
"Sub-Processor"	has the meaning set out in clause 8.5; and
"Supervisory"	means the UK's Information Commissioner's Office.

### Authority"

"Data Protection Legislation" means the Data Protection Act 2018, the UK GDPR and (to the extent applicable) EU GDPR. "Commission", "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Process", "Processor", "Processing" and "Third Country" shall have the same meaning as in UK GDPR.

"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018;

Capitalised terms that are not defined in these Terms of Business shall have the meanings given to such terms in the Engagement Letter. References in these Terms of Business to a "clause" shall mean a clause of these Terms of Business. References to legislation shall mean such legislation as amended, re-enacted or replaced, from time to time.

### 2. APPOINTMENT AND DUTIES

2.1. DFK shall perform the Services with reasonable skill and care, and in accordance with this Agreement and Applicable Laws.

2.2. The Company undertakes to comply with applicable laws, and to (a) give such information or assistance (including instructing third parties to provide such information as DFK may, from time to time, request) as shall be reasonably necessary to enable DFK to perform its obligations under this Agreement; (b) provide DFK with its share register details; and (b) notify DFK promptly of any changes that may be material to the provision of the Services.

2.3. DFK shall accept, and shall be entitled to act upon, instructions given to DFK from time to time in relation to the Services ("Proper Instructions"). Proper Instructions shall, for the purposes of this Agreement, mean written instructions (including electronic instructions) issued or purported to be issued by any person(s) authorised by the Company. DFK shall not be under any duty to make any enquiry as to the genuineness or authenticity of Proper Instructions so long as such instructions reasonably appear to be genuine and authentic and do not contain any manifest error on their face.

2.4. DFK reserves the right to carry out due diligence on the Company under Applicable Laws. The Company shall promptly provide all documentation and information requested by DFK and the provision of the Services shall be conditional on the Company continuing to satisfy all due diligence requirements imposed by Applicable Laws.

### 3. CHANGE CONTROL PROCEDURE

Any request by DFK or the Company (each a "party" and together the "parties") for a change to the scope of the Services shall be reasonably considered by the other party. The parties, acting reasonably at all times, agree to discuss the proposed change(s) and negotiate any consequential amendments required to this Agreement including, without limitation, any impact on the Fees. Changes required as a result of changes to or introduction of any Applicable Laws, or any other law or regulation which it is necessary or desirable for DFK to comply with, shall become effective as soon as practicable following a request by DFK and all costs thereof shall be borne by the Company. DFK will inform the Company of the total costs of any such change.

### 4. PAYMENT OF FEES AND EXPENSES

In consideration for the provision of the Services the Company shall pay the Fees to DFK in accordance with the Engagement Letter. In addition, DFK is entitled to recover from the Company out of pocket expenses incurred in connection with this Agreement. Unless otherwise agreed, where DFK is required to carry out any services additional to the Services, additional management time will be charged on a time-cost basis. DFK may charge interest on any amounts owing from the Company but which are unpaid at an annual rate equal to four per cent (4%) above the base interest rate established by DFK's main UK bank, from time to time, from the due date until the date of payment in full.

### 5. WARRANTIES

Each party represents and warrants to the other that: (a) it has full capacity and authority and all necessary consents to enter into and to perform this Agreement; (b) the Engagement Letter is executed by its duly authorised representative with full power and authority to bind the party; (c) in the case of the Company, all the responses and information provided to DFK by the Company (and its advisers, representatives and agents) are true, complete, accurate and not misleading in any material respect; and (d) in the case of the Company, it has obtained from relevant third parties all the necessary consents to allow DFK to provide the Services to the Company.

### 6. LIMITATION OF LIABILITY AND INDEMNITY

6.1. Subject to clauses 6.2 and 6.3, the maximum aggregate liability of DFK and its Affiliates, or its or their directors, officers, employees, or agents under this Agreement (including, but not limited to, contractual or tortious liability, including negligence and non-fraudulent misrepresentation, breach of statutory duty, restitution or otherwise) for any damage or other loss howsoever caused arising out of or in connection with this Agreement or the provision of the Services will be limited to an amount equal to the Fees.

6.2. Notwithstanding anything to the contrary in this Agreement (but subject to clause 6.3), neither DFK, its Affiliates, nor it or their directors, officers, employees, or agents shall have any liability of any type (including, but not limited to, contractual or tortious liability, including negligence and non-fraudulent misrepresentation, breach of statutory duty, restitution or otherwise), for any special, incidental, indirect or consequential loss or damages, direct or indirect loss of profits or opportunity, loss of goodwill, loss of reputation or customers or any other pure economic loss, in each case in connection with or arising out of this Agreement or the Services.

6.3. Nothing in this clause 6 excludes or limits liability for death or personal injury caused by

DFK's negligence, liability for fraud by DFK or any other liability which cannot be excluded by law.

6.4. DFK will not be liable to the Company for a delay or failure to carry out any of its obligations under this Agreement to the extent to which this is caused by any event beyond DFK's reasonable control including, without limitation, strikes, labour disputes, natural disasters, war, riot, vandalism, terrorism, civil commotion, malicious damage, compliance with any Applicable Laws or any overriding emergency procedures, failures of utility or telecommunications supply, accident, breakdown of plant or machinery, fire, flood and storm.

6.5. The Company acknowledges that the Deliverables are produced on the basis of information obtained from various third party sources and that DFK cannot guarantee that such information is accurate, complete and/ or up to date. DFK shall not have any liability to the Company for any errors in, or omissions from, the Deliverables, nor shall it be liable to the Company for any opinions, recommendations, forecasts, judgements or any other conclusions or course of action determined by the Company in respect of the Services. The Company further acknowledges that the Deliverables do not constitute any legal advice.

6.6. In the event that DFK relies on the Company or any third parties to forward, in a timely manner, documents, materials or information or to otherwise cooperate with DFK in order for DFK to perform its obligations, DFK shall not be liable to the Company for errors, delays or other consequences arising from such person's failure to do so.

6.7. The Company shall indemnify, defend and hold harmless DFK and its Affiliates, and their directors, officers, employees and agents (each, a "DFK Indemnified Party"), from and against any and all losses, damages, liabilities, professional fees (including but not limited to legal fees), court costs, and expenses (collectively "Losses") incurred by the DFK Indemnified Party resulting or arising from the Company's breach of this Agreement, and in addition any third-party claims, actions, proceedings, investigations or litigation relating to or arising from or in connection with this Agreement or the Services contemplated in this Agreement, except to the extent such Losses are determined to have resulted solely from the fraud, willful default or negligence of any DFK Indemnified Party.

## 7. CONFIDENTIALITY AND IPR

7.1. It is understood that during the course of this Agreement, a party (the "Receiving Party") may receive data and information that is confidential or proprietary to the other party (the "Disclosing Party") or its licensors. All such data and information (including, without limitation, any third party reports), whether written, machine-readable or verbal, made available, disclosed, or otherwise made known to a party and its employees or Affiliates as a result of this Agreement (whether disclosed before, on or after the Effective Date) shall be considered confidential and shall be considered the sole property of the Disclosing Party (hereinafter "Confidential Information").

7.2. The Confidential Information shall be used by the Receiving Party only for purposes of this Agreement. The Receiving Party agrees that it will not disclose the Confidential Information of the Disclosing Party or the terms of this Agreement to any third party without the prior written consent of the Disclosing Party, except that: (a) DFK may disclose Confidential Information to its Affiliates or to other third parties as necessary in the performance of this Agreement; and (b) each party may disclose Confidential Information to the extent it is obliged to do so by applicable laws, an order of any competent judicial, governmental or regulatory body or the rules of any listing authority or stock exchange on which the party's securities are traded.

7.3. The foregoing obligations shall not apply to Confidential Information to the extent that it can be shown, by verifiable written records: (a) to be publicly available at the time of its disclosure or to have become publicly available thereafter other than as a result of a breach of this Agreement by the Receiving Party; or (b) to have been in the possession of or to be known by the Receiving Party prior to its receipt from the Disclosing Party; or (c) to have become available to the Receiving Party from a source other than the Disclosing Party, which source is not bound by any duty of confidentiality owed in relation to such Confidential Information.

7.4. The Company agrees that DFK may use the Company's name and logo to the extent necessary for the provision of the Services and may disclose for marketing purposes the fact that the Company is a client of DFK.

7.5. The parties acknowledge that the IPR and all other rights in the Deliverables shall belong to DFK. DFK grants the Company a non-exclusive non-transferable licence to use the Deliverables for the Company's own internal business use.

## 8. DATA PROTECTION

8.1. In respect of Company Personal Data processed by DFK under this Agreement, the parties acknowledge that:

- (a) DFK will perform Processing activities in relation to the Company Personal Data as part of the Services, the subject-matter, duration, nature and purpose of which are described more fully in the Schedule to these Terms of Business (the "Processing Activities");
- (b) in respect of such Processing Activities, the Company is the Controller and DFK is the Processor for the purposes of the Data Protection Legislation; and

8.2. nothing in this Agreement shall prevent DFK from (i) complying with its obligations under the Data Protection Legislation to cooperate with, or provide assistance or information to, a Supervisory Authority; (ii) complying with any order, direction or instruction by a Supervisory Authority (whether relating to the Company or DFK) in respect of the Services (including the Processing Activities); and/or (iii) responding to or defending any action taken against us by a Data Subject or Supervisory Authority. The Company shall at all times comply with its obligations under the Data Protection Legislation. The Company warrants, represents and undertakes to DFK that there are Lawful Grounds for Processing

the Company Personal Data as envisaged under this Agreement.

8.3. DFK shall:

- (a) process the Personal Data only in accordance with the Company's documented instructions (as set out in these Terms of Business or as otherwise notified by the Company from time to time), unless otherwise required to do so by applicable laws;
- (b) ensure that any director, officer, employee or agent of DFK authorised to process Company Personal Data on DFK's behalf are bound by appropriate obligations of confidentiality or are under an appropriate statutory obligation of confidentiality;
- (c) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk associated with the Processing Activities, having regard to the Security Considerations;
- (d) comply with those obligations set out in clauses 8.5 and 8.6 in relation to the engagement of Sub-Processors;
- (e) at the Company's choice, delete or return all the Company Personal Data following termination or expiry of this Agreement and delete existing copies of such Company Personal Data unless DFK is required to retain copies to comply with Applicable Laws;
- (f) taking into account the nature of the Processing Activities, assist the Company by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company's obligation to respond to requests for exercising a Data Subject's rights in accordance with Chapter III (Rights of the Data Subject) of the Data Protection Legislation;
- (g) assist the Company in ensuring compliance with the obligations under Articles 32 (security of processing), 35 (data protection impact assessments) and 36 (prior consultation) of the Data Protection Legislation, taking into account the nature of the Processing Activities and the information available to DFK and provided always that nothing in this sub-clause shall oblige us to provide assistance which does not relate directly to the Services; and
- (h) make available to the Company all information necessary to demonstrate compliance with DFK's obligations set out in clauses 8.2 to 8.6 and allow for and contribute to audits, including inspections in respect of the same, conducted by the Company or another auditor mandated by it, provided that the Company: (i) shall, if requested by DFK, procure that the Company's third party auditors enter into confidentiality undertakings with DFK that are no less onerous than those set out in these Terms of Business; (ii) shall be permitted to conduct no more than one such audit or inspection in any calendar year; and (iii) shall provide reasonable notice of such audit and such audit shall take place at a date and time agreed by the parties. Nothing in this clause shall permit the Company or its auditors to make unaccompanied site visits or to locally access DFK's IT systems.

8.4 DFK shall notify the Company if it receives from a Data Subject: (a) a request to have access to that person's Company Personal Data; and/or (b) a complaint or request relating to the Company's obligations under the Data Protection Legislation. DFK will assist the Company with an appropriate search of its records in response to that request.

8.5 DFK is entitled to engage a sub-contractor to perform any of the Processing Activities (each a "Sub-Processor") (including a Sub-Processor authorized to process Personal Data subject to such engagement meeting the conditions set out in Article 28(2) and (4) of the Data Protection Legislation) and shall provide the Company with reasonable prior notice of any intended changes concerning the addition or replacement of such Sub-Processors. DFK shall remain responsible for the performance of the Processing Activities notwithstanding the appointment of a Sub-Processor and to the extent relevant to such Processing Activities, ensure that the relevant contract with the Sub Processor includes obligations on the Sub-Processor which are no less onerous than those set out in clause 8.3. If, acting reasonably, the Company objects to such sub-processing, then it shall provide written details to Link within fourteen (14) days of the date of DFK's notification and the following shall apply:

- (a) the parties shall discuss the Company's concerns and DFK shall use reasonable endeavours to propose an alternative arrangement (along with any additional charges); and
- (b) if the parties agree an alternative arrangement, then any changes to the Services or Fees required to implement such arrangement will be documented

8.6 The Company authorises DFK to disclose such Company Personal Data as is necessary to: (a) any person with legal, administrative or regulatory power over DFK in respect of the Services; and (b) DFK's affiliates and any third parties who are involved in carrying out functions related to the Services. The Company also agrees that DFK is entitled to transfer Company Personal Data to an affiliate or third party in a country that is outside the European Economic Area, provided that any such transfer is carried out in compliance with the Data Protection Legislation.

8.7 DFK will notify the Company without undue delay after having become aware of a Personal Data Breach. Subject to clause 8.8, DFK shall assist the Company in ensuring compliance with the Company's obligations under Articles 33 (notification of a personal data breach to the Supervisory Authority) and 34 (notification of a personal data breach to the Data Subject) of the Data Protection Legislation, to the extent relating to Company Personal Data Processed by DFK under this Agreement and taking into account the nature of the Processing Activities and the information available to DFK.

8.8 DFK shall not charge the Company for any activities which are required to be performed in its capacity as Processor pursuant to the Data Protection Legislation. DFK shall charge the Company on a time and costs basis where:

- (a) DFK provides the additional information and assistance set out in clauses 8.3(f), (g) and (h);

- (b) DFK fulfils the obligations set out in clause 8.4;
- (c) save to the extent arising from a Personal Data Breach by DFK, DFK fulfils the obligations set out in clause 8.7; and
- (d) DFK responds to any request by the Company for assistance, information, reporting and/or other project activity relating to the Company's other obligations under the Data Protection Legislation.

8.9 DFK shall be entitled to relief from liability for any failure to comply with its obligations under this Agreement to the extent that such failure results from any order, direction, or instruction from a Supervisory Authority, except where such order, direction or instruction has arisen as a direct result of a failure of DFK to perform its duties under the Data Protection Legislation.

### 9. TERM AND TERMINATION

9.1. This Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with clause 9.2, shall continue until the completion of the Services.

9.2. Either party may terminate this Agreement (a) upon service of written notice if the other party commits a material breach of its obligations under this Agreement (including any payment default) which that party has failed to remedy within 14 days of receipt of a written notice to do so from the first party, or (b) upon service of written notice if a resolution is passed or an order made for the winding-up, dissolution or administration of the other party, or if the other party is declared insolvent or if an administrator, administrative receiver, manager or provisional liquidator (or similar officer to any of the foregoing in the relevant jurisdiction) is appointed over the whole or of a substantial part of the other party or its assets or undertakings.

9.3. If this Agreement is terminated, the Company shall pay DFK the Fees in respect of all work actually performed, and reimburse DFK for all expenses incurred, including, but not limited to, all non-cancellable costs incurred prior to termination but paid after the termination date. The Company shall pay for all time spent by DFK personnel to complete activities associated with the close-out of the Services, including the fulfilment of Applicable Laws. DFK reserves the right to retain any documents or other property of the Company until such time as all outstanding sums owing to DFK have been paid.

### 10. GENERAL

10.1. The parties cannot assign, novate or transfer any of their contractual rights and obligations under this Agreement without the prior written consent of the other party, save that DFK may assign, novate or transfer its rights and obligations to an Affiliate. DFK may sub-contract the provision of the Services.

10.2. During the term of this Agreement and for one (1) year thereafter, the Company will not solicit or hire any employee or agent of DFK who has been involved in providing the Services at any time during the previous 12 months.

10.3. The rights and obligations of the parties which by intent or meaning have validity beyond termination (including, but not limited to, rights with respect to confidentiality, ownership, indemnification and liability limitations) shall survive the termination of this Agreement.

10.4. Any notice given under this Agreement by either party shall be sent, in writing, to the other party's registered office or such other address notified in accordance with this clause from time to time and shall be deemed given two (2) Business Days after the date of posting if sent by first class post or five (5) Business Days after the date of posting if sent by airmail.

10.5. No failure, delay, relaxation or forbearance by either party in exercising any right provided by law or under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any other right, power or privilege under this Agreement or otherwise.

10.6. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements (oral or written) in respect of the same subject matter. Each party acknowledges that in entering into this Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. This Agreement may be amended only in writing, signed by a duly authorised person of each of the parties. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

10.7. Any third party referred to in clause 6 may enforce its rights under such clause in accordance with the Contracts (Rights of Third Parties) Act 1999. Except as stated in this clause, the parties do not intend that any term of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person not a party to it.

10.8. This Engagement Letter may be executed in any number of counterparts, and by the parties to it on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Engagement Letter, but all the counterparts shall together constitute one and the same instrument.

10.9. Both parties shall comply with the requirements of the Bribery Act 2010. Each party warrants to the other that it has in place adequate procedures to prevent bribery.

10.10. This Agreement and any contractual or non-contractual claim or dispute arising out of or in connection with it will be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

### Schedule – Processing Details

Required details	Description
<b>Data Subjects</b> The Personal Data transferred concern the following categories of Data Subjects:	Contact person for each institutional investor. Directors and significant shareholders of the Company.
<b>Categories of Personal Data</b> The Personal Data transferred concern the following categories of Personal Data:	Full name, work phone number and work email address.
<b>Purpose of the Processing</b> The Company Personal Data is Processed for the following purpose:	Provision of the Services.
<b>Duration of the Processing</b> The Company Personal Data shall be Processed for the following duration:	In relation to a particular Data Subject, for up to 6 years from the date that this Agreement terminates or DFK ceases to provide the Services to the Company.

### Nature and types of Processing Activities

The nature and types of Processing Activities in relation to the Company Personal Data shall include the following Processing Activities to the extent that these are relevant and applicable to the Services that DFK has agreed to provide to the Company in accordance with this Agreement:

- Telephone the contact person for each institutional investor and record how the institutional investor wishes to vote;
- To comply with applicable laws where these relate to the Services;
- Any other processing activity which is strictly necessary for the provision of the Services; and
- Undertaking due diligence checks on the Company on entry as well as ongoing due diligence on the Company and its directors and significant shareholders.