

Dear Client,

We are pleased to accept the appointment as your accountants and confirm below services we have agreed to provide.

The purpose of this letter and attached Standard Terms and Conditions dated 20 August 2011, is to set out the basis on which we are to act as accountants and advisers to the company and to clarify our respective responsibilities.

We are bound by the ethical guidelines of the Institute of Chartered Accountants in England and Wales (ICAEW) and accept instructions to act for you on the basis that we will act in accordance with those ethical guidelines.

1 Your responsibilities as directors

- 1.1 As directors of the company, you are required to prepare financial statements for each financial year, which give a true and fair view of the state of affairs of the company and of the profit or loss of the company for that period. In preparing those financial statements, you are required to:
 - (a) select suitable accounting policies and then apply them consistently;
 - (b) make judgements and estimates that are reasonable and prudent; and
 - (c) prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.
- 1.2 You are responsible for keeping proper accounting records which disclose with reasonable accuracy at any time the financial position of the company and to enable them to ensure that the financial statements comply with the Companies Act 2006 (the Act). You are also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.
- 1.3 You are also responsible for deciding whether, in each financial year, the company meets the conditions for exemption from an audit, as set out in section 477 (or 480) of the Companies Act 2006, and for deciding whether the exemption cannot be claimed that year for any of the reasons set out in sections 476, 478 or 479.
- 1.4 You are responsible for determining whether, in respect of the year, the exemption is not available for any of the reasons set out in the Act namely that at no time during the year was the company:
 - (a) a public company;
 - (b) an authorised insurance company, a banking company, an e-money issuer, an ISD investment firm or a UCITS management company;
 - (c) carrying on an insurance market activity;
 - (d) a special register body as defined in section 117(1) of the Trade Union and Labour Relations (Consolidation) Act 1992 or an employers' association as defined in section 122 of that Act;

- (e) a member of a group that exceeded the group exemption limits; or
 - (f) a member of an ineligible group.
- 1.5 The exemption is available only if you, as directors, sign a declaration on the balance sheet to stating that:
- (a) for the year in question, the company is eligible to take advantage of the audit exemptions;
 - (b) the members have not required the company to obtain an audit of its financial statements for the year in accordance with the Companies Act 2006; and
 - (c) you acknowledge your obligations to keep proper accounting records and to prepare financial statements which give a true and fair view of the state of the company's affairs and of its profit or loss for the period.
- 1.6 You have undertaken to make available to us, as and when required, all the company's accounting records and related financial information, including minutes of management and shareholders' meetings, necessary to carry out our work. You will make full disclosure to us of all relevant information.
- 1.7 You are responsible for ensuring that the company complies with laws and regulations applicable to its activities, and for establishing arrangements designed to prevent any non-compliance with laws and regulations and to detect any that occur.

2 Our responsibilities as accountants

- 2.1 As the company is totally exempt from audit, we have no statutory responsibilities to the company at all. Our only responsibilities arise from those specifically agreed upon between us in respect of other professional services.
- 2.2 We do not have any responsibility to report whether any shareholder of the company has notified the company that he or she requires an audit. Consequently we have no responsibility to carry out any work in respect of this matter.
- 2.3 Should our work indicate that the company is not entitled to exemption from an audit of the financial statements, then we will inform you of this. In these circumstances, if appropriate, we will discuss with you the need to appoint us as auditors.
- 2.4 We have a professional duty to prepare financial statements that conform with generally accepted accounting principles. Furthermore, as directors, you have a duty to prepare financial statements that comply with the Companies Act 2006 and applicable accounting standards. Where we identify that the financial statements do not conform to accepted accounting principles or if the accounting policies adopted are not immediately apparent, this will be made clear in our report, if it is not clear in the financial statements.

3 Scope of work

- 3.1 You have asked us to assist you in the preparation of the financial statements, tax computation and preparation of tax return for the company. We will compile the annual financial statements for your approval based on the accounting records maintained by you and the information and explanations given to us by you. We shall plan our work on the basis that no report is required by statute or regulation for the year, unless you inform us in writing to the contrary. In carrying out our engagement we will make enquiries of management and undertake any procedures that we judge appropriate but are under no obligation to perform procedures that may be required for assurance engagements, such as audits or reviews.
- 3.2 Our work will not be an audit of the financial statements in accordance with Auditing Standards. Accordingly, we will not obtain any evidence relating to entries in the accounting records, or to the financial statements or to the disclosures in the financial statements. Nor will we make any

assessment of the estimates and judgements made by you in the preparation of the financial statements. Consequently our work will not provide any assurance that the accounting records or the financial statements are free from material misstatement, whether caused by fraud, or other irregularities or error. In addition, we have no responsibility to determine whether you have maintained proper accounting records in accordance with the requirements of the Act and we will not address this point unless you specifically request us in writing to do so.

- 3.3 Since we have not carried out an audit, nor confirmed in any way the accuracy or reasonableness of the accounting records maintained by the company, we are unable to provide any assurance as to whether the financial statements that we prepare from those records present a true and fair view.
- 3.4 As part of our normal procedures when preparing the financial statements, we will attach an accountant's report to them. This report will state that they have been prepared from the books and records of the company and from information supplied by the directors. This report should not be filed with the financial statements at Companies House.
- 3.5 We have a professional responsibility not to allow our name to be associated with financial statements that may be misleading. Therefore, although we are not required to search for such matters, should we become aware, for any reason, that the financial statements may be misleading, we will discuss the matter with you with a view to agreeing appropriate adjustments and/or disclosures in the financial statements. In circumstances where adjustments and/or disclosures that we consider appropriate are not made or where we are not provided with appropriate information, and as a result we consider that the financial statements are misleading, we will withdraw from the engagement. In these circumstances you agree that we have a right to invoice you for our time spent preparing and discussing the accounts with you and for time spent on any other work that is not completed as a result of our resignation.
- 3.6 Once you have approved the financial statements we will prepare Tax Computation and related Company Tax return based on the approved financial statements for onward submission to HM Revenue and Customs. As company Director(s) you are ultimately responsible for making sure the information disclosed to HM Revenue and Customs is complete and accurate and therefore we will seek your approval prior to submitting the computations and returns to HM Revenue and Customs.
- 3.6 As part of our normal procedures we may request you to provide written confirmation of any information or explanations given to us orally during the course of our work.

4 Other services

- 4.1 We can also produce monthly management accounts for your company based on the information provided by you if required. We will quote you separately for these services if required.

5 Our Fees

- 5.1 Our fees is based upon the time spent and the seniority of staff working on the assignment. Based on the information provided by you we have worked out our fee for the work required.
- 5.2 Our estimated fees for the assignments mentioned in this letter will be as follows based upon the current volume of business transactions. If the volume of business transactions varies significantly, we will review our charges in consultation with you at 6 monthly interval.
- 5.3 Payment of our fee is required in advance for the accounting periods already ended or by direct debit in 12 monthly instalments if accounting period not yet ended. If paying by monthly direct debit the payments will commence on your signing this engagement letter and will require 3 month's notice from your side should you decide to stop the monthly payments.

6 Limitation of liability

- 6.1 We have discussed with you the extent of our liability to you in respect of the professional services set out in this letter. Having considered both your circumstances and our own we have agreed that this firm's aggregate liability to you or any other party, of whatever nature, whether in contract, tort or otherwise, of this firm for any losses whatsoever and howsoever caused arising from or in any way connected with this engagement shall not exceed £5,000 (including interest) or 10 times the fee, whichever is the greater.
- 6.2 We acknowledge that the limit in respect of our total aggregate liability will not apply to any acts, omissions or representations that are in any way criminal, dishonest or fraudulent on the part of the firm, its principals or employees.

7 Agreement of terms

- 7.1 The terms set out in this letter together with our Standard Terms and Conditions dated 20 August 2011 attached to this letter shall take effect immediately upon your countersigning this letter and returning it to us or upon the commencement of the accountancy work for the accounting period of your business, whichever is the earlier.
- 7.2 Once it has been agreed, this letter and Standard Terms of Business included with this letter will remain effective until they are replaced.
- 7.3 You can cancel the arrangements with us by giving us a minimum notice of 3 months. Any fees due at this point will become payable immediately by the company and its directors personally.
- 7.4 We shall be grateful if you could confirm your agreement to these terms by signing the enclosed copy of this letter and returning it to us immediately.

Yours faithfully,

Hammad Farooqi

iPlan Accounting Ltd

email: support@iplanaccounting.co.uk

I confirm that I have read and understood the contents of this letter and attached Standard Terms and Condition and agree that they accurately reflect the services that I have instructed you to provide.

Signed Dated

For and on behalf of _____ Ltd

iPlan Accounting Limited – STANDARD TERMS AND CONDITIONS 2 January 2014)

1.0 Professional rules and practice guidelines

1.1 We will observe and act in accordance with the bye-laws, regulations and code of ethics of the Institute of Chartered Accountants in England and Wales and will accept instructions to act for you on this basis. In particular you give us the authority to correct errors made by HMRC where we become aware of them. We will not be liable for any loss, damage or cost arising from our compliance with statutory or regulatory obligations. You can see copies of these requirements in our offices. The requirements are also available on the internet at www.icaew.com/membershandbook.

2.0 Investment advice

2.1 If during the provision of professional services to you, you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority or licensed by a Designated Professional Body, as we are not.

3.0 Commissions or other benefits

3.1 In some circumstances we or one of our associates may receive commissions or other benefits for introductions to other professionals or transactions we or such associates arrange for you. In this case, we will notify you in writing of the amount, the terms of payment and receipt of any such commissions or benefits. The fees you would otherwise pay as described below will not be reduced by such amounts. You agree that we or our associates, can retain the commission or other benefits without being liable to account to you for any such amounts.

4.0 Clients' money regulations

4.1 We may, from time to time, hold money on your behalf. The money will be held in trust in a client bank account, which is segregated from the firm's funds. The account will be operated, and all funds dealt with, in accordance with the Clients' Money Regulations of the Institute of Chartered Accountants in England and Wales.

4.2 All client monies will be held in an interest-bearing account. To avoid excessive administration, interest will only be paid to you where the amount earned on the balances held on your behalf in any calendar year exceeds £25.00. If the total sum of money held on your behalf is enough to give rise to a significant amount of interest or is likely to do so, then we will put the money in a designated interest bearing client bank account and pay the interest to you. Subject to any tax legislation, interest will be paid gross.

4.3 We will return monies held on your behalf promptly as soon as there is no longer any reason to retain those funds. If any funds remain in our client account that are unclaimed and the client to which they relate has remained untraced for five years or we as a firm cease to practise then we may pay those monies to a registered charity.

5.0 Retention of records

5.1 During our work we will collect information from you and others acting on your behalf and will return any original documents to you following preparation of your financial statements and tax return. You should retain them for 6 years from the 31 January following the end of the accounting / tax year. You should retain them for longer if HM Revenue & Customs enquire into your tax return.

5.2 Whilst certain documents may legally belong to you, unless you tell us not to, we intend to destroy correspondence and other papers that are more than seven years old, except documents we think may be of continuing significance. You must tell us if you wish us to keep any document for any longer period.

6.0 Conflicts of interest and independence

6.1 We reserve the right during our engagement with you to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours, subject to 7 below. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting.

7.0 Confidentiality

7.1 We confirm that where you give us confidential information, we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional statements relevant to our engagement.

8.0 Data Protection Act 1998

8.1 To enable us to discharge the services agreed under our engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you / your business / company / partnership / its officers and employees. We confirm when processing data on your behalf that we will comply with the relevant provisions of the Data Protection Act 1998. For the purposes of the Data Protection Act 1998, the Data Controller in relation to personal data supplied about you is Mark Isbell.

8.2 We reserve the right to use subcontractors to carry out the work required. Some of these subcontractors may be based outside the European Economic Area.

9.0 Proceeds of Crime Act 2002 and Money Laundering Regulations 2007

9.1 In common with all accountancy and legal practices, the firm is required by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 to:

- have due diligence procedures for the identification of all clients;
- maintain appropriate records of evidence to support customer due diligence; and
- report in accordance with the relevant legislation and regulations.

10.0 Quality control

10.1 As part of our ongoing commitment to providing a quality service, our files are periodically reviewed by an independent regulatory or quality control body. These reviewers are highly experienced and professional people and, of course, are bound by the same rules for confidentiality as our principals and staff.

11.0 Help us give you the best service

11.1 If at any time you would like to discuss with us how our service to you could be improved or if you are dissatisfied with the service you are receiving please let us know by telephoning Adrian Learer FCA, our senior partner.

11.2 We undertake to look into any complaint carefully and promptly and to do all we can to resolve the situation. If we have given you a less than satisfactory service we undertake to do everything reasonable to put it right.

11.3 If you feel that a complaint is not properly addressed, or if you consider that the partner responsible for your affairs is not appropriate for the initial contact please contact our senior partner. You of course retain the right to take up matters with our Institute if you are dissatisfied by our response to your complaint.

12.0 Contracts (Rights of Third Parties) Act 1999

12.1 Only someone who is a party to this agreement has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This clause does not affect any right or remedy that exists independently of the Act.

12.2 The advice we give you is for your sole use and is confidential to you and will not constitute advice for any third party to whom you may communicate it. We will accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

13.0 Applicable law

13.1 Our engagement with you is governed by, and interpreted in accordance with English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning our engagement letter and terms of business and any matter arising from or under them. Each party irrevocably waives any right it may have to object to any 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.