

SCHEDULE 1

SENECA BANKING CONSULTANTS LIMITED TERMS AND CONDITIONS

1. Application and Particulars

These Terms and Conditions (the "Terms") shall apply to provision of the services by Seneca Banking Consultants Limited ("Seneca") to the Company as set out in the letter of engagement (the "Services") (together the "Agreement") to which these Terms and Conditions are annexed.

Seneca's registered office and principal place of business is 4th Floor, Stonecross House, 21-27 Churchgate, Bolton, Greater Manchester, BL1 1YA.

Seneca is registered in England and Wales with Company number 08100256.

Seneca is regulated by the Ministry of Justice in respect of regulated claims management activities (Authorisation No. CRM30650).

Seneca is registered with the Information Commissioner (IC No. Z3239178) as required under the Data Protection Act 1998.

2. Authorities

2.1 Seneca shall not be responsible for providing specialist advice in any circumstances where it has agreed to procure, or would usually procure, such advice from others (for example, accounting, regulatory, legal, pensions or taxation matters) and Seneca shall not be liable in relation to any advice or services provided to the Company by persons other than Seneca. Seneca is retained only to provide the Services.

2.2 Seneca shall be entitled to believe that any information and/or instructions given or purported to be given by an individual or person who is or purports to be and is reasonably believed by Seneca to be a director, duly authorised employee or authorised agent of the Company have been properly authorised by the Company.

3. Provision of Information

3.1 The Company agrees to provide Seneca with all material information in its possession relevant to this Agreement and the provision of the Services. Seneca will rely on the Company to ensure that any information made available to Seneca and/or third parties or otherwise published is information that the Company is legally entitled to provide for the purpose for which it is intended to be used and without committing a breach of any obligation owed by the Company to a third person or otherwise infringing any legal, regulatory or equitable rights of any third parties whatsoever and that it is true, fair, complete and accurate and not misleading in any material respect. If the Company subsequently becomes aware that any such information is not correct or has been provided in breach of this clause 3 it will notify Seneca immediately.

3.2 Before entering into an agreement with the Company, Seneca will make reasonable enquiries as to whether the Company has alternative mechanisms in place for pursuing a claim.

4. Confidentiality

4.1 Seneca agrees not to use any information obtained from the Company for any unlawful purpose and to keep confidential and not to disclose any material non-public information to any person, except that:

(a) Seneca may disclose any information which becomes publicly available other than by reason of wrongful disclosure by Seneca;

(b) Seneca may disclose any information which its legal advisers conclude after consultation, to the extent practicable, with the Company and its legal advisers, is or may be necessary or desirable to be disclosed by law or rule or regulation or pursuant to any court or administrative order or ruling or in any pending legal or administrative proceeding or investigation or the requirement of any regulatory authority; and

(c) Seneca may disclose any information to its employees, agents, legal and other professional advisers and, with the consent of the Company, to any other person that Seneca considers necessary or desirable in order to perform any of the Services contemplated herein.

4.2 The Company acknowledges for itself and its successors that it will keep any advice given to it by Seneca as confidential, and will only disclose it:

- (a) to other advisers to the extent necessary in order to effect any transaction contemplated in Seneca's engagement; or
- (b) under force of law to any legal, statutory or regulatory body within the UK; or
- (c) with Seneca's prior written consent, which will not be unreasonably withheld or delayed.

5. **Indemnity and Liability Limitation**

5.1 The Company hereby undertakes to indemnify and to hold Seneca and each and every other of the Seneca Persons (as defined in clause 4 of the letter of engagement) harmless from and against all or any losses, claims, actions, liabilities, expenses, demands, charges or proceedings (together "Proceedings") whatsoever in any jurisdiction brought or established against Seneca or any other of the Seneca Persons by any company, person, partnership, governmental agency or regulatory body whatsoever in connection with this Agreement and in particular but without limitation, against all or any Proceedings brought or established against Seneca or any other of the Seneca Persons or which Seneca or any other of the Seneca Persons may suffer or incur in connection with or arising out of or related to:

- (a) any of the Materials issued or supplied by the Company, in connection with the activities contemplated by the Agreement, not containing or being alleged not to contain all information required to be stated therein or any statement therein (whether of fact, opinion, expectation or intention and including any forecast, projection or estimate) being or being alleged to be untrue, inaccurate, incomplete or misleading or as having been made negligently or otherwise without the required standard of skill and care or reasonableness;
- (b) any of the Materials issued or supplied by the Company, in connection with the activities contemplated by the Agreement, failing or being alleged to fail to disclose all material information necessary to enable an informed assessment to be made of the assets and liabilities, financial position, profits and losses, and prospects of the Company or of the rights attaching to any of the securities issued by the Company in connection with the activities contemplated by this Agreement;
- (c) any breach by the Company of any of its obligations in the Agreement;
- (d) any failure or alleged failure to comply with any legal, statutory or regulatory requirement whether of the United Kingdom or elsewhere.

5.2 The indemnity in clause 5.2 shall extend to include all costs, charges and expenses including legal fees and expenses (together with any value added or equivalent tax thereon) suffered or reasonably incurred by Seneca or any of the Seneca Persons in connection with claiming and/or enforcing its or their rights under this indemnity.

5.3 If at any time any one or more of the provisions of the indemnity in clause 5.1 or any part of the indemnity is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of the indemnity shall not in any way be affected or impaired thereby.

5.4 The indemnity in clause 5.1 confers benefits on any of the Seneca Persons and, subject as set out below, is intended to be enforceable by each of the Seneca Persons by virtue of the Contracts (Rights of Third Parties) Act 1999. No other party is intended to have any other rights under the Agreement pursuant to that Act.

5.5 The above indemnity clauses are subject to all published or disseminated information being preapproved by the Company. Such approval to be timely and not to be unreasonably withheld.

- 5.6 The total aggregate liability of Seneca to the Company in respect of any direct or indirect losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £250,000.00.
- 5.7 Nothing in this Agreement shall limit or exclude either party's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot be excluded or limited by reason of applicable law.
- 5.8. The Company shall not be liable to indemnify Seneca for any costs, liabilities or losses incurred by Seneca as a result of its own negligence.

6. Legal and regulatory requirements

6.1 The Company confirms and undertakes that it possesses all necessary powers and has obtained all necessary authorisations, consents and approvals to validly and lawfully to enter into this Agreement.

6.2 The Company undertakes that (save as expressly disclosed to Seneca in writing) it has and undertakes that it shall maintain all necessary consents and authorisations which are necessary or desirable in relation to the engagement and the performance by Seneca of its obligations under this Agreement. In fulfilling its obligations to the Company pursuant to this Agreement, Seneca is also subject to (as well as the range of applicable laws) several rules and regulations and the requirements of the Ministry of Justice. The Company agrees that the duties that Seneca owes to it under this Agreement shall not restrict the freedom of Seneca to take all steps that it deems necessary in order for it to comply with any applicable laws, rules and regulations.

7. Miscellaneous

7.1 This Agreement has been and is made solely for the benefit of the Company and Seneca, in the case of Seneca for itself and as trustee (with sole discretion as to acting in such capacity) for the benefit (and not the burden) of this Agreement for each of the other Seneca Persons. Except pursuant to paragraph 7 of these Terms, no other person shall acquire or have any rights under or by virtue of this Agreement.

7.2 For the purposes of this Agreement, "affiliate" means any group undertaking (as defined in Section 259 of the Companies Act 1985) or any associated company (as defined in Section 416 of the Income and Corporation Taxes Act 1988) of any such group undertakings

7.3 Seneca may process, store and retain by computer or otherwise any information (including personal data) obtained about the Company as a consequence of this and any other agreement the Company may enter into with Seneca. All collated information, including databases on which such information is stored, held by Seneca is and shall remain the property of Seneca. Seneca is registered with the Information Commissioner as a data handler as required under the Data Protection Act 1998.

7.4 This Agreement represents the entire agreement and understanding between the Company and Seneca in relation to the appointment of Seneca as UK financial advisers to the Company.

7.5 The Company has authorised Seneca to make such enquiries and obtain such references as it may consider necessary to fulfil its statutory obligations under the UK Money Laundering legislation. This Agreement authorises Seneca to make such further enquiries and obtain such further references as it may from time to time consider necessary for continuing compliance with its statutory obligations under such legislation.

7.6 Notices given pursuant to any of the provisions of this Agreement shall be in writing and shall be sent by facsimile transmission, personally delivered or mailed, first class postage prepaid, to: (a) the Company at the address given in its letter of engagement and (b) Seneca Banking Consultants, 12 The Parks, Haydock, WA12 0JQ for the attention of Daniel Fallows or to such other address as either party may have notified to the other in accordance with this paragraph. Any such communication shall be deemed to have been received on the same day

if sent by facsimile transmission on a working day, at 9.00 a.m. on the next working day in the place where left if personally delivered, and at 9.00 a.m. on the second working day after the date of mailing if mailed as aforesaid. A "working day" shall mean a day other than a Saturday or a Sunday or recognised public holiday in England.

7.7 If any provision of this Agreement contravenes the applicable regulations or law or shall be declared void or unenforceable by the Court or administrative body of competent jurisdiction, the validity of the remaining provisions of this Agreement shall not be affected thereby.

7.8 This Agreement (i) shall be deemed to be entered into once signed by the Company and Seneca and either executed copies are exchanged or are faxed back by the Company to Seneca and by Seneca to the Company and (ii) may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Until receipt of the signed Agreement by Seneca, the Company's continued instructions constitute acceptance of these Terms.

7.9 The terms of this Agreement may not be rescinded or varied in any way without the consent of Seneca and none of the Seneca Persons (other than Seneca) may enforce, or take any step to enforce, any of the provisions of this Agreement without Seneca's prior written consent (at Seneca's absolute discretion), which may, if given, be given on and subject to such terms and conditions as Seneca may determine.

7.10 Subject to clause 5.4, no term of this agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement

8. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of England. Any suits, claims, causes of action or disputes arising under this Agreement shall be brought in the courts of England and the Company hereby consents to such jurisdiction.