

21 December 2017

The Board
GVC Holdings Plc
32 Athol Street
Douglas
Isle of Man
IM1 1JB
FAO-Paul Miles

The Board
Ladbrokes Coral Group plc
The Zig Zag Building
70 Victoria Street
London SW1E 6SQ
FAO-Paul Bowtell

PRIVATE AND CONFIDENTIAL

Dear Sirs

Issued in connection with the acquisition of Ladbrokes Coral Group Plc ("Ladbrokes") by GVC Holdings PLC ("GVC")

Introduction

1. We set out below the Terms of Reference under which Deloitte LLP, a firm of chartered accountants is jointly engaged by GVC and Ladbrokes to act during the term hereof as the third-party advisor (the "**Expert**") appointed pursuant to an agreement between GVC and Ladbrokes (collectively, the "**Parties**") with respect to a consultation and determination process to derive the valuation of the contingent value right ("**CVR**") as provided for in the instrument made by GVC constituting the CVRs (the "**Agreement**", the form of which will be made publicly available by GVC), that is part of the consideration provided by GVC as part of its acquisition of the entire issued and to be issued share capital of Ladbrokes (the "**Acquisition**"). Although the Agreement is not yet finalised, this engagement letter has been drafted in the reasonable expectation that the latest draft we have seen (Draft 5 dated 20 December 2017) represents the final version. Should this expectation not be met, then we reserve to amend our terms accordingly.
2. These proposed Terms of Reference include the attached Deloitte Forensic Standard Terms of Business (the "**Standard Terms of Business**"), save that clauses 3.5 and 3.8 of the Standard Terms of Business shall be read as deleted.
3. The partners in charge of this engagement will be Simon Cuerden and Simon Oaten, who will be assisted by other staff as necessary.

Purpose

4. Ladbrokes has agreed that the principal value of each loan note to be issued for each CVR pursuant to the terms of the Agreement will either (i) be agreed between the GVC Representative and the CVR Representative (as each of those terms are defined in the Agreement (the "**Base Value**") or, (ii) failing such agreement, be determined by means of an assessment process, which will determine either the Base Value (as defined in the Agreement) or evaluate the potential impact of certain measures emanating from a triennial Review on the profitability of the Mars UK business (the "**EBITDA Impact Projection**") as appropriate. This assessment process, as described in Appendix 1 to the Agreement, will result in either (i) a single number for the Base Value (expressed in pounds sterling and pence rounded to the nearest 0.1 of a penny) or (ii) a single figure for the EBITDA Impact

Projection (expressed as a whole number of pounds sterling), as appropriate. The Base Value or the EBITDA Impact Projection will be the "Relevant Value" for the purposes of the Agreement.

5. GVC and Ladbrokes have agreed that the only measures resulting from the triennial review referred to above that are to be taken into account in the assessment process for the calculation of the relevant Base Value or the EBITDA Impact Projection are: Maximum Stakes, Maximum Machines and Spin Speed (the "**Triennial Measures**" as defined in the Agreement). No outcomes of the triennial review other than these measures will be taken account of in determining the value of the CVR.
6. The appointed Expert is instructed to act, in accordance with paragraphs 7 to 11 to Schedule 1 of the Agreement, to determine those matters (the "**Relevant Matters**") that the Parties have agreed should be referred to an expert in accordance with paragraph 4 of the Agreement and as set out in paragraphs 4 and 5 above and sets out the requirements of the Expert as agreed between GVC and Ladbrokes.

Services and Role of the Expert

7. In accordance with paragraph 4 of the Agreement, the Expert will provide its written determination on the Relevant Matters at the appropriate time for each matter (the "**Report**"). This will be provided as a non-speaking determination and this will be accepted in accordance with paragraph 4.3 of the Agreement.
8. In making our written determination on the Relevant Matters, we shall act as experts and not as arbitrators.
9. We shall apply commercially reasonable efforts to issue our determination within the timetable set out in the Agreement or, if required, within a timetable which is practicable in the circumstances.
10. GVC may request, with the consent of the CVR Representative, us to stop our work at any time prior to making our determination, in which event they will pay our fees and expenses costs up to and including the date when notification of cessation is received by us in writing.

Procedures and Timetable

11. If Ladbrokes and GVC are unable to agree the Base Value or the EBITDA Impact Projection, as appropriate, they will invoke a process to determine the relevant value that will involve us performing the work set out in this Contract. In those circumstances, three parties (the "**Consulting Parties**") will be involved in determining the relevant of the Base Value or EBITDA Impact Projection, as follows:
 - a. the CVR Representative (as defined in the Agreement), we assume, on a legacy basis;
 - b. the GVC Representative (as defined in the Agreement); and
 - c. this firm.
12. In accordance with the Agreement, our role will commence once the process to determine the relevant value has been invoked.
13. Depending upon which of Scenario 1 and Scenario 2 of the Agreement (as set out in Schedule 2 of the Agreement) applies, each of the GVC Representative, the CVR Representative and this firm will follow the relevant procedures and methodologies set out in the Agreement.
 - a. if the GVC Representative and the CVR Representative are unable to agree, within 14 days after the Review Commencement Date (as defined in the Agreement), a timetable and a process for agreeing the relevant of the Base Value and the EBITDA Impact Projection ("**Consultation Period**"), the Expert will determine the timetable, process and target date for the Consultation Process in accordance with the terms of the Agreement;
 - b. at least twice a week during the Consultation Period in person or by telephone, the GVC Representative and the CVR Representative will meet with the Expert to discuss their latest views of the Relevant Value;

- c. following the agreement between the CVR Representative and the GVC Representative on or, failing agreement between them on, the determination of the Relevant Value (in accordance with the determination procedure set out in the Agreement), the Expert will calculate the Loan Note Principal Value using the relevant formula from Schedule 1 and will notify such Principal Loan Note Value to the CVR Representative and the GVC Representative.
14. We understand that GVC and Ladbrokes have together undertaken work modelling potential outcomes in relation to Scenario 2 and have recorded the outputs of that work in documents contained in their respective data rooms for Project Ceres. We understand that GVC and Ladbrokes would expect us to use them as a starting point for our calculation of the Relevant Values unless circumstances have changed such that we consider it no longer appropriate to use them. However, both GVC and Ladbrokes acknowledge that we are not bound to do so.
 15. The procedure and/or timetable set out in this Contract may be changed by mutual agreement between the Parties, subject to our written confirmation that the revised procedure or timetable is acceptable. In the event that changes are required, the changes will be discussed with both Parties with the aim of reaching agreement, however if agreement cannot be reached, we shall have absolute discretion to make such alterations in relation to the timetable or to the procedures as we consider to be reasonable.
 16. In performing our work and any matter connected with it, we may obtain the advice of independent legal or other experts but only after prior notification to the CVR Representative and the GVC Representative. In making such notification, we shall make available to the Parties for comment the proposed instructions provided to us, although we will not be obliged to take account of such comments in finalising the instructions. GVC agree to be responsible for the costs of such legal or expert assistance on the same basis as our own fees, as specified in paragraphs 21 below. Attention is drawn to the terms of clause 1.6 of the Standard Terms in relation to the payment of our fees and expenses.

Communications and distribution of material

17. All communications, including submissions (including supporting evidence) and responses to information requests from us will be by e-mail where practicable. All e-mails should be copied to Simon Cuerden, Simon Oaten, and any additional partners or employees that we may nominate from time to time in writing.

Limitations

18. It is acknowledged and agreed that we will perform our functions hereunder solely for the addressee to this letter. We will be under no obligation to enter into any correspondence after our Report has been issued but, in any event, neither correspondence relating to the dispute nor the determinations made by us shall give rise to any right in favour of any person not a party hereto and any such correspondence and finding or award shall be confidential to the said parties.
19. We agree that the Report may be disclosed, for information purposes only, to the Parties' legal and other professional advisers instructed in this matter, subject to the proviso that the Parties each obtain the express agreement of such legal and other professional advisers (as applicable) that (i) the Report is confidential and shall not be disclosed to any third party without our prior written consent, save as otherwise required by law or regulation and (ii) the Report is provided to them solely on a non-reliance basis and any reliance they may place on it is at their sole risk and without recourse to Deloitte LLP. We explicitly disclaim all liability or responsibility to such advisers. The Report shall not be disclosed to any other party without our prior written consent, which they will not unreasonably withhold but which may be given subject to conditions.
20. Attention is drawn to the limitation of liability and indemnity provisions set out in clause 6 of the Standard Terms of Business. For the purpose of clause 6.2 in the Standard Terms of Business, the aggregate liability of Deloitte LLP for Losses shall be limited to £5 million inclusive of interest.

Our Charges

21. Our fees, disbursements and expenses (including the costs of independent legal and/or other expert assistance pursuant to paragraph 16 above) will be borne by GVC Holdings Plc.

22. Our fees will be £100,000 (excluding VAT) on nominating Deloitte LLP for this role and a further £700,000 (excluding VAT and disbursements) on commencement of our work.

Other Matters

23. At any time following the date of this letter, Ladbrokes may assign its rights and obligations under this letter to the CVR Representative, subject to receipt of the prior written consent of the Expert (it being understood that the Expert may be unable to give such consent if the identity of the CVR Representative would cause the Expert any difficulties from a conflicts, KYC or client onboarding perspective, or in relation to any of its other professional or regulatory obligations).

24. The Report will not be released until all fees and costs due and payable under this Contract have been paid.

25. GVC and Ladbrokes hereby agree and confirm that nothing in this letter shall act as any variation to the terms of the Agreement.

Acknowledgement and Acceptance

We have considered the provisions of this Contract and have concluded that they are reasonable in the context of all the factors relating to this proposed engagement. We agree to the appointment of Deloitte LLP on and subject to the terms of the Contract set out in this Engagement Letter and its enclosures.

Signed by: 

Date: 22/12/2017

on behalf of: **GVC Holdings Plc**

Signed by: _____

Date: _____

on behalf of: **Ladbrokes Coral Group Plc**

Accepted:



21/12/17

Deloitte LLP

Date: _____

Enclosures: Deloitte LLP Standard Terms of Business

Other Matters

- 23. At any time following the date of this letter, Ladbrokes may assign its rights and obligations under this letter to the CVR Representative, subject to receipt of the prior written consent of the Expert (it being understood that the Expert may be unable to give such consent if the identity of the CVR Representative would cause the Expert any difficulties from a conflicts, KYC or client onboarding perspective, or in relation to any of its other professional or regulatory obligations).
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Signed by: _____

Date: _____

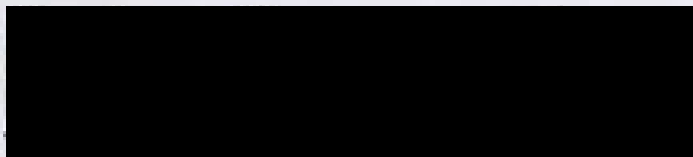
on behalf of: GVC Holdings Plc

Signed by: 

Date: 21/12/17

on behalf of: Ladbrokes Coral Group Plc

Accepted:



21/12/17

Deloitte LLP

Date: _____

Enclosures: Deloitte LLP Standard Terms of Business

DELOITTE FORENSIC STANDARD TERMS OF BUSINESS

Deloitte LLP

1 THE CONTRACT BETWEEN US

1.1 The whole of the contract between you (the "Client", or "you") and the UK limited liability partnership of Deloitte LLP ("Deloitte" or "we") is described in the covering engagement letter and any appendices and enclosures thereto other than these Terms of Business ("Engagement Letter") and these Terms of Business, (together the "Contract"). Nothing we discussed prior to your signature of the Engagement Letter induced, nor forms part of, the Contract (including but not limited to any confidentiality agreements which, if any, you agree are terminated hereby) unless it is specifically set out in this Contract. No-one is authorised to agree any variations in the Terms of Business or the Contract unless any variations are documented and agreed in writing between us.

1.2 If we have already started work (e.g by gathering information, project planning or giving initial advice) then you agree that this Contract applies retrospectively from the start of our work.

1.3 The definitions set out in these Terms of Business, the Engagement Letter and any appendices or enclosures shall have the same meaning throughout this Contract. If there is a conflict between these Terms of Business and the Engagement Letter (save where the Engagement Letter expressly modifies elements of these Terms of Business), these Terms of Business govern.

1.4 If any provision of this Contract is determined to be illegal, void or unenforceable in whole or in part, such provision or the affected part shall be deemed not to form part of this Contract but all other provisions together with the remainder of the affected provision shall remain in full force and effect.

1.5 Deloitte LLP is the United Kingdom member firm of Deloitte Touche Tohmatsu Limited ("DTTL"). For the purpose of this Contract, "Deloitte Parties" means all entities that are members of the DTTL worldwide network and each of their subsidiaries, predecessors, successors and assignees, and all partners, principals, members, owners, directors, employees and agents of all such entities. Deloitte LLP (which for these purposes includes reference to its subsidiaries) uses the word "partner" in respect of its members and certain of its senior employees in its dealings with you to describe, respectively, a member and senior employee of Deloitte LLP in their capacity as such. Deloitte LLP gives a number of its employees the title of "director", which denotes that they are senior employees and not that they hold the office of director for the purposes of the Companies Act 2006.

Contracting parties and assignment

1.6 This Contract is between you and Deloitte. You agree that your relationship is solely with Deloitte as the entity contracting with you to provide the Services. Notwithstanding the fact that certain Services under the Contract may be carried out by personnel provided to Deloitte from other Deloitte

Parties through service or other agreements, you agree that none of the Deloitte Parties (except Deloitte) will have any liability to you and that you will not bring any claim or proceedings of any nature (whether in contract, tort, breach of statutory duty or otherwise and including but not limited to a claim for negligence) in any way in respect of or in connection with this Contract against any of the Deloitte Parties (except Deloitte) or any subcontractors that we may use to provide the Services. The foregoing exclusion does not apply to any liability, claim or proceeding founded on an allegation of fraud or other liability that cannot be excluded under English law.

1.7 This Contract does not make either of us an agent or legal representative of the other, nor does it create a partnership or joint venture.

1.8 Neither of us may assign or otherwise transfer the benefit of this Contract without the prior express written consent of the other, save that we may assign the benefit of this Contract to any of the Deloitte Parties, including any successor to our business. Further, neither of us will directly or indirectly agree to assign or transfer any claim against the other arising out of this Contract to any other person and we will not consent to any assignment or transfer.

Third party rights

1.9 No person who is not a party to this Contract other than the Deloitte Parties and our subcontractors, if any, shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

1.10 This Contract can be varied without any third party's consent.

2 OUR SERVICES AND RESPONSIBILITIES TO YOU

2.1 The scope of our services (the "Services") and our responsibilities for them are as described in the Engagement Letter. We will use all reasonable efforts to meet any timetable agreed provided that you notify us of any changes as soon as practicable.

Engagement Team

2.2 Whilst we will attempt to comply with any request for specific individuals, the appointment of all personnel to perform the Services and the nature and duration of their assignment shall be made as Deloitte considers appropriate. We may at any time replace or reassign any personnel assigned by us to the Services; in such circumstances we will endeavour to give you reasonable notice.

2.3 Deloitte staff undergo periodic training. This, together with the taking of annual holidays, may lead to staff being absent from assignments for short periods. Deloitte will endeavour to avoid any disruption to the progress of the assignment.

Data Protection

2.4 Each party shall comply with its respective obligations under the applicable data protection laws to the extent that in connection with the Contract and the Services, a party stores, processes and transfers any personal data to which the applicable data protection laws apply ("Personal Data"). In relation to any Client, affiliate of any Client, or third party Personal Data which is processed by Deloitte as part of the Services, Deloitte as data processor will process such Personal Data only (i) in accordance with the lawful and reasonable instructions of the Client (including, where applicable, via its legal advisers) and (ii) in compliance with mandatory law security obligations applicable to a data processor.

2.5 The Client confirms that it has obtained all legally required authorisations to transfer any Personal Data to Deloitte and its subcontractors including across borders and outside the territory of the European Economic Area.

2.6 It is acknowledged that Deloitte may need to collect, hold and use information (e.g. contact details) about identifiable individuals employed or otherwise engaged by the Client, its affiliates and its legal advisers (as applicable) ("Client Data Subjects") for various purposes in connection with the Contract such as part of the client account opening and general administration process. Information about a Client Data Subject may be transferred to, or be accessible from, the offices of Deloitte Parties around the world for these purposes. Should Client Data Subjects enquire, they should be informed that information relating to them is held for these purposes.

2.7 We reserve the right to monitor telephone calls and electronic communications for the purposes of ensuring compliance with our legal and regulatory obligations and internal policies.

Models

2.8 In the course of providing the Services, we may make reference to spreadsheets and / or computer models (together "models") that you may provide to us or ask us to rely upon ("Your Models") or that we may have developed or used in connection with the Services ("Our Models"). All models have limits and may not produce valid results for all possible combinations of input data; errors and potential errors may thus go unnoticed. Unless, and only to the extent that, this Contract expressly agrees otherwise:

- a) we will not be responsible for reviewing, testing or detecting any errors in any of Your Models; and
- b) we will not provide you with a copy of any of Our Models for your use.

In some cases it may be expedient for us to provide you for your convenience with a copy of one or more of Our Models by way of explanation or illustration of our Services or related advice. Where we agree to do so, any such model will have been developed solely for our internal use and incidental to our providing the Services and advice during the

engagement rather than being a Report, or part thereof, of itself. Consequently, without in anyway qualifying the Services and Report(s) pursuant to this engagement, in providing you with any of Our Models, we make no representation, warranty or undertaking (express or implied) in relation to and take no responsibility for the accuracy, suitability, adequacy, completeness or reasonableness of any of our Models for your own use. Prior to manipulating or placing any reliance on any models - Our Models or Your Models - you are advised to carry out appropriate checks upon them.

3 YOUR RESPONSIBILITIES

3.1 You are responsible for determining that the scope of the Services is appropriate for your needs.

3.2 Our performance of the Services, the timetable, the level of our Charges and any fee estimates each depend on the accuracy and completeness of any assumptions set out in the Engagement Letter. Please tell us if you believe any of these assumptions are unrealistic for any reason.

3.3 You will give us all the information that is necessary for the performance of the Services. In this context, you agree we shall not be treated as being on notice of information given to us in the course of previous engagements and so all information that is relevant to the Services must be given directly to the engagement team even if the same information has been given to us previously in the course of a different contract or engagement. Please note that, other than as set out in the Engagement Letter, we will not audit or otherwise test or verify the information provided to us (orally or in writing) in the course of the Services. You agree that we shall be entitled to rely on all information provided to us and on your decisions and approvals in connection with our Services and to assume that all such information provided to us from whatever sources is true, complete and not misleading. We will not be responsible for the consequences of any information provided to us in the course of the Services not being complete, accurate or current.

3.4 Where needed to assist us in performing the Services, you will (i) take decisions and obtain approvals promptly from management / your client (as applicable); (ii) give us full and prompt access to your people and premises, together with all necessary administrative support; (iii) obtain any approvals, licences and security clearances promptly (including any relating to third parties, our personnel and any subcontractors); and (iv) keep us promptly informed of any proposals or developments in your business relevant to the Services. You will be responsible for ensuring that your staff involved with this Contract have the appropriate skills and experience. If any of your staff fail to perform as required, you will provide additional or replacement staff as we may reasonably request.

3.5 You agree that you remain solely responsible for managing all aspects of your business, for taking

all decisions and operating all accounting, internal control or management information systems. This includes applying your independent business judgement to evaluate any advice or recommendations that we give you. You will be responsible for deciding whether our recommendations make sense in the context of your business, and whether you wish to rely on, implement or act on them, including the actions necessary to realise any expected benefits.

3.6 Where you are using third parties to provide information, materials or other assistance in support of the Services, or you are employing other suppliers whose work may affect our ability to deliver the Services, you will be responsible for the management of such persons and their performance, including the timeliness and quality of their input and work.

3.7 You will be responsible for paying the Charges in accordance with this Contract.

Legal advice

3.8 Our Services may be conducted alongside your legal advisers, acting separately for you. To the extent they relate to our performance of the Services, we may need to review sections of draft agreements prepared by your legal advisers but we are not qualified to provide legal advice. Any agreement is the product of negotiation between its parties and you agree that it is your responsibility to obtain appropriate legal advice and to decide whether in all the circumstances you are prepared to accept any proposed agreement.

4 RESPONSIBILITIES TO EACH OTHER**Confidentiality**

4.1 We each agree that where either of us is in possession of information about the other that is by its nature confidential, or is designated as such by the other (whether in writing or orally), including this Contract ("Confidential Information"), we each undertake to (i) keep it confidential, (ii) use it only in connection with providing and receiving the Services; and (iii) not to disclose it to any other person without the other's prior written consent. These undertakings will not apply to any information that otherwise becomes generally publicly available, was possessed prior to the commencement of the Services (or prior to being designated as Confidential Information), or is lawfully acquired from a third party who is under no obligation of confidence or information which is or has been independently developed by the recipient.

4.2 We each will be entitled to disclose Confidential Information (i) to our legal advisors; and (ii) to comply with any legal, professional or regulatory requirement. You agree to reimburse any time charges, legal fees or other expenses and disbursements we may incur in complying with any such disclosure requirement relating to any of our Services to you imposed in any proceedings or regulatory process not involving any substantive claim or proceeding against us, provided that we

notify you promptly and, where reasonably or legally possible, prior to disclosure.

4.3 You agree that we may share Confidential Information with any Deloitte Party and any subcontractors we use to provide the Services (or more generally to support our office administration) on the understanding that they will treat the information as Confidential Information in accordance with the provisions of this Contract.

4.4 Unless you tell us otherwise, we may in the performance of the Services attend meetings to discuss your affairs with your other advisers and may do so openly, free from any obligation to you of confidentiality.

4.5 When offering our services to others we may disclose to them that we have acted for you unless you instruct us to the contrary.

4.6 Nothing in this Contract will prevent or restrict any Deloitte Party from providing services to other clients (including services which are the same or similar to the Services) or using or sharing for any purpose any knowledge, experience and skills used in, gained or arising from performing the Services subject to the obligations of confidentiality set out in clause 4.1, even if those other clients' interests are in competition with your own. Equally, you agree that to the extent that we possess information obtained under an obligation of confidentiality to another client or other third party, we are not obliged to disclose it to you or make use of it for your benefit, however relevant it may be to the Services.

Conflicts of interest

4.7 It is our practice to check for conflicts of interest before taking on engagements. Deloitte Parties provide many different professional services to clients and we cannot be certain that we will identify promptly all situations where there may be a conflict with your interests. Please notify us promptly of any potential conflict affecting this engagement of which you are, or become, aware.

Electronic communications

4.8 We each agree that we may communicate with each other electronically over the internet (including by way of e-mail). Our personnel will also need access to our own systems and data. You agree that you will (at your discretion) allow our personnel to use a Deloitte Local Area Network at your premises and/or provide our personnel with an Ethernet or analogue dial-up connection to allow our hardware to connect to our network via your internet communications facilities. Further, in order for our personnel to operate effectively and efficiently on your premises they may require access to your electronic data and also to your internet communications facilities for the purpose of the engagement.

4.9 Access to your systems by our personnel will be subject to such conditions as you at your sole discretion consider necessary to protect the security

and integrity of your data and systems. We each recognise that the internet is inherently insecure and that data can become corrupted, communications are not always delivered promptly (or at all) and that other methods of communication may be appropriate. Electronic communications are prone to contamination by viruses. Each of us will be responsible for protecting our own systems and interests and neither of us will be responsible to the other on any basis (contract, tort or otherwise) for any loss, damage or omission in anyway arising from the use of electronic data (including e-mail) as a form of communication or from our personnel's access to your networks, applications, data or other systems. Nothing in this clause shall exclude any liability arising from the negligent addressing of an e-mail.

Staff

4.10 We each agree not to offer employment to or solicit the other's personnel who within six months of such action has been involved directly in the Services or otherwise connected to this Contract (except where an individual responds directly to a general recruitment campaign) nor use the services of any such personnel (either independently or via a third party) for a period of six months from the date that the individual concerned ceases to be involved with the Services.

5 REPORTS**Drafts and oral discussions**

5.1 In formulating our conclusions, we may discuss ideas with you orally or show you drafts of the Report (as specified in the Engagement Letter) for your comment. We do this on the basis that you will not rely on any drafts or oral comments or advice unless their content is finalised and confirmed to you in writing in the final Report. Accordingly, we will not be responsible if you choose to act, or refrain from acting, on the basis of any drafts or oral comments or advice. If you want to rely or act on oral comments or advice, please let us know in order that we may deal with them in the final Report. Furthermore, for your convenience, the Report may be made available to you in draft or in electronic as well as hard copy format. Multiple copies and versions of documents may therefore exist in different media. In the case of any discrepancy, the signed hard copy of the final Report is definitive.

5.2 Unless the Engagement Letter specifies other arrangements, you agree that any Reports will be accepted by you (and our Services, or the relevant part of them, are complete) when they are delivered to you in their final form or when you first make use of them, whichever comes first.

Use of Reports

5.3 The Report and any other advice we provide to you are for your exclusive use and must be used solely for the Purpose described in the Engagement Letter. They must not be used for any other purpose, recited or referred to in any document, copied or made available (in whole or in part) to any other

person without our prior written express consent. You acknowledge that were you to do so (and without limitation) this could expose us to a risk that a third party who otherwise would not have access to the Report (and/or Confidential Information as defined in clause 4 above), might claim to have relied upon the Report (and/or Confidential Information) to its detriment and might bring or threaten to bring an action, claim or proceedings against us.

5.4 Save as expressly provided by the Engagement Letter, no person other than you may rely on the Report and/or information derived from it and we accept no responsibility to any other person to whom the Report is shown or into whose hands it may come.

Post date events

5.5 We have no responsibility to update any Report for events occurring after completion of this Contract (which, unless provided otherwise in the Engagement Letter, will be the date on which the final Report is delivered or signed), nor to monitor its continuing relevance or suitability for your purposes.

Ownership and intellectual property

5.6 On payment of all of our Charges, you will acquire ownership of the Report in its tangible form and the right to use it internally in your business. We will own and retain ownership of all intellectual and other proprietary rights of any kind in the Deliverables, our working papers (if any) and in all other reports, materials, documentation, software, system interfaces, templates, methodologies and processes and ideas and concepts and techniques that we may use or develop in connection with this Contract (other than materials provided to us by you in which you retain intellectual and other proprietary rights). In circumstances where we may hold certain documents on your behalf, you agree that we may destroy them (together with any other documents related to the engagement) at any time after 6 years from conclusion of the work to which those documents relate.

5.7 You and we agree that neither of us will use the other's name, trademarks, service marks, logos, trade names and/or branding without prior written consent.

6 LIABILITY PROVISIONS

6.1 We will perform the Services with reasonable skill and reasonable care.

6.2 Without prejudice to any defence which we may have, you agree that we will not be liable to you for any loss, liability, damage, cost, charge or expense of whatever nature and howsoever caused and including interest (together "Losses") unless and then only to the extent that such Losses are finally determined to have resulted from our breach of contract or negligence, subject always to the following provisions:

- We will not be liable for any Losses arising out of your use of our Report or our advice for a purpose other than as set out in the Engagement Letter.
- We will not be liable for Losses arising from the acts or omissions of any person other than Deloitte or any subcontractor (including any Deloitte Party) that we may use to provide the Services.
- We will not be liable for Losses arising as a result of the provision of false, misleading or incomplete information or documentation by, or the withholding or concealment or misrepresentation of information or documentation by any person other than the Deloitte Parties unless and then only to the extent that detection of such defect in the information or documentation or such withholding, concealment or misrepresentation should reasonably have been expected because it was evident without further enquiry from the information or documentation provided to us and expressly required to be considered by us pursuant to the provision of the Services.
- Any liability which we may have to you under or in connection with this Contract for Losses suffered by you shall (so far as permitted by law) be limited to such an amount as is finally determined to be just and equitable, having regard to the extent of responsibility for the Losses of us, you, (including your directors, officers, partners, employees or agents), and any person other than us who is jointly or severally liable to you for all or part of the same Losses provided always that Deloitte's liability to you shall not under any circumstances exceed in aggregate the amount set out hereunder. Any limitation or exclusion or restriction on the liability of any such other person under any jurisdiction, whether arising under statute or contract or resulting from death, bankruptcy or insolvency, or any settlement of such liability agreed with you, shall be ignored for the purposes of determining whether that other person is liable to you and the extent of responsibility of that other person to you.
- Our total liability of whatever nature, whether in contract, tort (including, without limitation, negligence), under statute or otherwise to you and to all other persons who we both have agreed may have the benefit of and rely on our work on the terms hereof, (you and they each a "Beneficiary"), for any Losses arising from or in any way in connection with this Contract shall not exceed the amount specified in the Engagement Letter or, if no amount is specified there, £1,000,000 (one million pounds sterling).
- In no event shall we be liable to you, whether in contract, statute, tort (including, without limitation, negligence) or otherwise for (i) loss or damage incurred as a result of third party claims; (ii) loss of profit, goodwill, business opportunity or anticipated savings, loss of or corruption to

data, loss of revenues or wasted management or staff time; or (iii) incidental, special, punitive, exemplary, indirect or consequential loss or damage; (together, "Excluded Losses") which you may suffer, howsoever caused and whether or not you or we knew, or ought to have known, that the Excluded Losses would be likely to be suffered.

6.3 Where there is more than one Beneficiary of the Services, the limitation in clause 6.2 on our total liability to all Beneficiaries shall be apportioned by them amongst them. No Beneficiary shall dispute or challenge the validity, operation or enforceability of this clause on the grounds that no such apportionment has been so agreed or on the ground that the agreed share of the limitation amount so apportioned to any Beneficiary is unreasonably low.

6.4 Deloitte neither owes nor accepts any duty to any person other than you. No Deloitte Party shall be liable for any Losses suffered by any other person caused by that or any other person's use of or reliance on our Report or our advice.

6.5 Nothing in this Contract shall exclude, restrict (or prevent a claim being brought in respect of) any liability arising from fraud or other liabilities which cannot lawfully be limited or excluded.

6.6 Unless and then only to the extent they have been finally and judicially determined (including the conclusion of any appeal) to have been caused by the fraud of any of the Deloitte Parties, you agree to indemnify and hold harmless the Deloitte Parties against all Losses which they incur in the defence and settlement (including meeting any judicially determined award of damages) of any demand, action, claim or proceeding (a "Claim") brought by any third party in any way arising in connection with this Contract whether or not such Claim is founded upon an allegation of our negligence.

6.7 Any claim or action brought by you under or in connection with this Contract must be brought within 24 months of the cause of action arising.

7 CHARGES

7.1 We will render invoices in respect of the Services comprising our fees, out-of-pocket expenses and any charges of specialists, subcontractors and advisers, plus applicable taxes including VAT (together our "Charges"). These will be in accordance with any schedules set out in the Engagement Letter. Our fees are generally calculated on the basis of the time and level of staff required to conduct the Services during normal office hours. Out-of-pocket expenses will depend on the nature of the Services and where appropriate, staff travelling and subsistence will be reimbursable in accordance with our normal personnel policies.

7.2 Any estimate of the fees involved in the Services will be based upon our assessment of the

work involved, taking account of any assumptions set out in the Engagement Letter. Unless we have agreed otherwise in the Engagement Letter, our fees may be adjusted if the Services prove more time consuming than expected. We will let you know when we consider any estimate is likely to be exceeded.

7.3 A fee estimate assumes that we will have full and prompt access at all reasonable times to your premises, directors, staff and any advisers relevant to the Services. It also assumes that you will provide reasonable work space for our people without charge, as well as a suitable office environment and facilities including occasional secretarial support services, photocopying and computer facilities and access to telephone, fax and modem communications.

7.4 Unless otherwise specified in the Engagement Letter, we will invoice our Charges monthly in arrears and a final invoice on completion of the Services. These invoices are due for settlement within 14 days of receipt. You agree that we are entitled to charge you interest on overdue invoices at 2% over the prevailing Royal Bank of Scotland plc base rate.

7.5 We will be entitled to receive all charges incurred up to the date of termination of this Contract for any reason.

8 TERMINATION

8.1 We each may terminate this Contract without notice in the event that the other becomes the subject of insolvency proceedings or calls any meeting of its creditors. Alternatively, either of us may terminate this Contract at any time on 30 days' written notice to the other.

8.2 Should any action taken by you create a situation which amounts to a professional conflict of interest under the rules of the professional and/or regulatory bodies regulating the activities of the Deloitte Parties, we may terminate this Contract without penalty on written notice. We will inform you as soon as reasonably practicable of any situation that occurs that we become aware of that may create a professional conflict which could result in termination in accordance with this clause 8.2.

8.3 Any provisions of the Contract which either expressly, or by their nature, extend beyond the expiry or termination of this Contract shall survive such expiration or termination.

9 GENERAL TERMS OF BUSINESS

Quality of Service

9.1 If, at any time, you believe our service to you could be improved, or if you are dissatisfied with any aspect of our services, you should raise the matter with the partner responsible for providing the Services to you. If you would prefer to discuss the matter with someone other than that partner, or if you wish to make a complaint, please call or write to Mark Tantam, national Partner-in-Charge of Deloitte Forensic, or Neville Kahn, the Managing Director of Financial Advisory.

9.2 We will investigate all complaints. You have the right to take up any complaint with the Institute of Chartered Accountants in England and Wales ("the ICAEW"). You may obtain an explanation of the mechanisms that operate in respect of a complaint to the ICAEW at www.icaew.co.uk/complaints or by writing to the ICAEW. To contact the ICAEW please write to: The Professional Standards Office, Level 1, Metropolitan House, 321 Avebury Boulevard, Central Milton Keynes, MK9 2FZ, United Kingdom.

Negotiation / mediation

9.3 We each agree that we will attempt in good faith to resolve any dispute or claim arising out of or in connection with the Contract promptly through negotiations between your senior executives and our management. If the matter is not resolved through negotiation then prior to the commencement of legal proceedings, we will each attempt in good faith to resolve the dispute or claim by participating in an Alternative Dispute Resolution ("ADR") procedure which, if not otherwise agreed, will be as recommended to us by the Centre for Effective Dispute Resolution. If the matter has not been resolved by an ADR procedure within 45 days of such procedure being commenced, then the matter may be dealt with through legal proceedings.

Legal and other obligations

9.4 Nothing in this Contract precludes us from taking such steps as are necessary in order to comply with any legal or regulatory requirement or any professional or ethical rules of any relevant professional body of which we or any of our partners or employees is, at the time, a member.

Force majeure

9.5 Neither of us will be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control.

Governing law and jurisdiction

9.6 This Contract and our relationship (including all contractual and non-contractual rights and obligations arising out of or relating thereto) are governed by English law. A claim may only be brought against us (in contract, tort or otherwise) if it can be brought in English law without reference to the law of any other country.

9.7 The Courts of England and Wales shall have exclusive jurisdiction to settle any dispute that may arise in connection with this Contract and our relationship (including all contractual and non-contractual rights and obligations arising out of or relating thereto).