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**CONFIDENTIALITY AGREEMENT**

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This Confidentiality Agreement (the **Agreement**) is made on

28 October 2022

**Between**

- (1) **Curtis Banks Group plc** whose registered office is at 3 Temple Quay, Bristol, BS1 6DZ (**Curtis Banks**); and
- (2) **Nucleus Financial Platforms Limited** whose registered office is at Dunn's House, St Paul's Road, Salisbury, SP2 7BF (**Nucleus**).

**It is agreed**

- (A) Nucleus has expressed an interest in making a possible offer to acquire the entire issued and to be issued share capital of Curtis Banks. In this document each of Curtis Banks and Nucleus is: (i) a **Party** and together the **Parties**; (ii) a **Provider** in the context of the provision of Confidential Information relating to itself and/or its Affiliates to the other; and (iii) a **Recipient** in the context of it receiving or holding Confidential Information relating to the other Party and/or that Party's Affiliates.
- (B) Each Party, by signing this document or a copy of it, and:
  - (in the case of Nucleus) in consideration for Curtis Banks agreeing to enter into discussions with Nucleus in relation to the Proposal and agreeing to pay Nucleus £1 (one pound only) if demanded by Nucleus; and
  - (in Curtis Banks's case) in consideration for Nucleus agreeing to enter into discussions with Curtis Banks in relation to the Proposal and agreeing to pay Curtis Banks £1 (one pound only) if demanded by Curtis Banks,

confirms its agreement with the other to all the terms in this Agreement and the Schedule to this Agreement. For the avoidance of doubt, the terms in the Schedule to this Agreement form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedule.

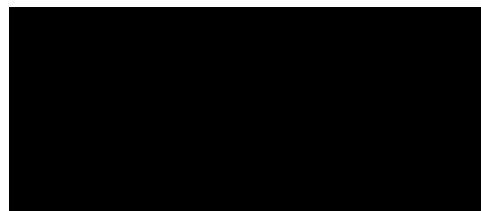
- (C) The obligations expressed to be undertaken by each Party are obligations each Party owes to the other Party and to each Affiliate of that other Party.

Signed for Curtis Banks and Nucleus as follows:

**For Curtis Banks Group plc**

Signed by

)

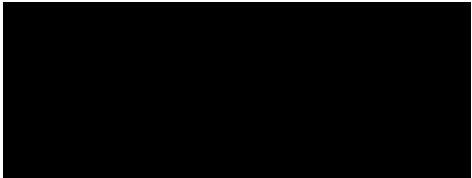


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For and on behalf of  
**Curtis Banks Group plc**

**For Nucleus Financial Platforms Limited**

)  
)



Signed by

For and on behalf of  
**Nucleus Financial Platforms Limited**

## The Schedule

### 1 Confidential Information

**Confidential Information** means all of the following:

- (a) any information of whatever nature and in any form or medium (including, written, visual, electronic or oral) relating directly or indirectly to the Provider or any of the Provider's Affiliates, any of their respective businesses or affairs or the Proposal itself which, on or after the date of this Agreement, is provided to a Recipient or any of its Connected Persons in the context of the Proposal by the Provider or by any of the Provider's Connected Persons, or which is obtained by a Recipient or any of its Connected Persons as a consequence of a Recipient's discussions or negotiations or other communications with any such person in relation to the Proposal;
- (b) any information, analyses, compilations, notes, studies, memoranda or other documents of whatever nature and in any form or medium that contain or otherwise reflect or are generated, derived or deduced from any information referred to in paragraph (a) above (including copies of any such information prepared by the Recipient or any of its Connected Persons); and
- (c) the fact of the Proposal, the existence, status and contents of any discussions or negotiations regarding the Proposal and the parties' identities or the existence or exchange of any information under this Agreement,

in each case whether provided or created on or after the date of this Agreement, but excluding any information which:

- (i) is in the public domain at the time of its disclosure under this Agreement; or
- (ii) has come into the public domain following disclosure under this Agreement, other than as a result of a breach by the Recipient or any of its Connected Persons of the terms of this Agreement or of any other obligation or duty owed to the Provider or any of its Affiliates by the Recipient or any of its Connected Persons; or
- (iii) had lawfully come into the possession of the Recipient or its Connected Persons prior to the time it was disclosed by or acquired from the Provider free of any obligation of confidentiality to any person or duty owed by any person to any Provider or its Affiliates; or
- (iv) is or was independently developed by any Recipient and/or its Connected Persons and/or advisers without using the Confidential Information and without otherwise violating any obligations in this Agreement; or
- (v) the Provider subsequently confirms to the Recipient in writing that it is no longer to be treated as confidential for the purposes of this Agreement.

### 2 Use of Confidential Information

- 2.1 The Recipient will treat all Confidential Information as strictly confidential and will hold it in the strictest confidence. The Recipient will safeguard all documents and data containing Confidential Information in accordance with paragraph 2.4 and shall only disclose Confidential Information in accordance with the provisions of paragraph 3.

- 2.2 The Recipient will use the Confidential Information only for the purpose of evaluating, developing, negotiating, financing (where relevant), advising upon, implementing or proceeding with the Proposal and for no other purpose.
- 2.3 No Confidential Information in the Recipient's possession will be copied, duplicated, recorded or reproduced in any form other than as is reasonably necessary to assist a Recipient or its Connected Persons in connection with the Proposal in accordance with this Agreement (or, in relation only to that Recipient's usual and reasonable IT data back-up procedures).
- 2.4 The Recipient agrees to use the same degree of care to protect the Confidential Information of the Provider from unauthorised disclosure as it uses to protect its own confidential information, but in any event, the Recipient will use a reasonable degree of care.

### **3 Permitted disclosures**

- 3.1 The Recipient may provide Confidential Information to each of its Authorised Recipients, provided that:
  - (a) such access is given solely for the purpose of such Authorised Recipient evaluating, developing, negotiating, financing (where relevant), advising upon, implementing or proceeding with the Proposal;
  - (b) before disclosing any Confidential Information to any such Authorised Recipient or providing such Authorised Recipient with access to any Confidential Information, the Recipient will inform him or her of its confidential nature and of the Recipient's obligations relating to such information pursuant to this Agreement. Without prejudice to paragraph 8.1, the Recipient will then direct such Authorised Recipient:
    - (i) not to disclose any Confidential Information to anyone other than another Authorised Recipient of such Recipient; and
    - (ii) to comply with paragraphs 2 (Use of Confidential Information) to paragraph 7 (Personal Data) of this Agreement in all other respects as if such Authorised Recipient had agreed with the Provider to be bound by its terms and as if each reference in those paragraphs to the Recipient (other than at paragraph 3.1) contained an additional and separate reference to such Authorised Recipient.
- 3.2 Nothing in this Agreement shall prevent the board of Curtis Banks from making an announcement relating to the Proposal or publicly identifying Nucleus in accordance with Rule 2.3(d) of the City Code, at any time the board of Curtis Banks considers necessary or appropriate in its sole discretion.
- 3.3 If required, the Recipient will at all times maintain a list of each person working for it (under a contract of employment or otherwise) who: (i) are acting on the Recipient's behalf or account; and (ii) are performing tasks through which they have access to Confidential Information, including the identity of each person (including the name and address of each person (for which purpose an appropriate work address, where applicable, will suffice)), which, in the case of a professional advisor or other external party, shall be at an institutional level only.

#### 4 No other disclosure

4.1 No Party will make any disclosure or, subject to paragraph 3.2 and 13.2, an announcement about the Proposal or disclose Confidential Information relating to another Party to any person, other than:

- (a) to the extent they are required to do so by applicable law or regulation, any order or request of a court of competent jurisdiction or any competent governmental, judicial or regulatory authority or body (including, without limitation, the rules of any relevant stock exchange on which such person's securities are admitted to trading or the City Code); or
- (b) to its or its Affiliates' insurers (provided such insurers are, before such disclosure, made aware of the confidentiality obligations applying under this Agreement); or
- (c) in accordance with the other provisions of this Agreement.

4.2 To the extent that it is not prevented by applicable law or regulation from doing so, the Recipient will notify the Provider of any disclosure to which paragraph 4.1(a) applies which the Recipient anticipates it will be required to make as soon as reasonably possible after the Recipient becomes aware that it may be required to do so, provided that no such notification to the Provider will be required in respect of any such disclosure to a banking, tax, securities or other regulatory authority where it is made in response to a general or routine request that does not specifically relate to Confidential Information or the Proposal.

4.3 The Recipient will then disclose the minimum amount required by applicable law or regulation. To the extent that it is not prevented by applicable law or regulation from doing so, the Recipient will keep the Provider fully and promptly informed of all relevant matters so that the Provider, at its sole cost and expense, may seek a protective order or other appropriate remedy in relation to such anticipated disclosure. Where disclosure is to be made in the form of a public announcement, the disclosure will (to the extent practicable and permitted by applicable law or regulation) be made only after consultation with the Provider and after taking into account the Provider's reasonable requirements as to its timing, content and manner of making.

#### 5 Authorised contacts

5.1 Each party shall, and shall: (i) procure that the members of its Group shall; and (ii) direct that its Authorised Recipients that are not members of its Group shall:

- (a) in the case of Nucleus:
  - (i) direct all communications to Curtis Banks relating to the Proposal only to (i) David Barral of Curtis Banks, (ii) Dan Cowland of Curtis Banks, (iii) Graham Marchant of Fenchurch, (iv) Josh Needham of Fenchurch, or (v) Divya Dhar of Fenchurch (together, the **Curtis Banks Authorised Contacts**) or anyone subsequently identified by a Curtis Banks Authorised Contact for this purpose;
  - (ii) other than as permitted under paragraph 5.1(a), not make, or have, any contact with any officer, manager or employee of Curtis Banks or any of its Group otherwise than in the ordinary course of business.
- (b) in the case of Curtis Banks:
  - (i) direct all communications to Nucleus relating to the Proposal only to Ollie Clayton of Evercore or the following persons of Nucleus or its Affiliates: (i)

Richard Rowney; (ii) Mike Regan; (iii) Jake Blair; (iv) Roisin Conran; and (v) Nicolas Schoemer of Nucleus; (vi) Richard Hoad (together, the **Nucleus Authorised Contacts**) or anyone subsequently identified by a Nucleus Authorised Contact for this purpose; and

- (ii) other than as permitted under paragraph 5.1(b)(i), not make, or have, any contact with any officer, manager or employee of Nucleus or any of its Affiliates otherwise than in the ordinary course of business.

## **6 Return/destruction of Confidential Information**

The Recipient will return to the Provider all Confidential Information (other than, for the avoidance of doubt, Derivative Information) provided to it in any recorded form by or on behalf of the Provider in connection with the Proposal in the form in which it was provided (or ensure its destruction, at the election of the Recipient) promptly on the Provider requesting the Recipient to do so. So far as it is reasonably practicable to do so, the Recipient will ensure the deletion, destruction and erasure of all versions and copies of any Derivative Information or analyses, compilations, studies or documents prepared or created or copied by the Recipient or any of its Connected Persons containing or reflecting or generated from or comprising any Confidential Information provided by or on behalf of the Provider as soon as reasonably practicable on the Provider requesting the Recipient to do so in writing. This will include (unless the Provider specifies otherwise) the deletion and removal (to the extent reasonably practicable) of all relevant Confidential Information from any IT or word processing or other data retrieval system held, used or operated by the Recipient or any of its Connected Persons. However, this paragraph does not require the deletion of routine IT back-up or archiving records that are not readily accessible only by specialist IT or compliance personnel, nor shall the obligations in this paragraph apply to the minutes or papers of any committee meeting of the Recipient or its Connected Persons (to the extent applicable), or to the retention of any Confidential Information in order to comply with applicable laws, rules or regulations, professional record keeping obligations, bona fide internal compliance procedures or the requirements of any competent judicial, governmental, supervisory or regulatory body.

## **7 Personal data**

Each Recipient will, in respect of information which is Confidential Information, or would be so but for the exclusions at paragraphs 1(1) to 1(4) in the defined term of Confidential Information above, comply with all applicable laws that relate to data protection, privacy, the use of information relation to individuals, and/or the information rights of individuals including, without limited, the General Data Protection Regulation (EU) 2016/679) and the Data Protection Act 2018 (UK) and all laws implementing them, in each case as may be replaced, extended or amended.

## **8 Compliance with this Agreement**

- 8.1 Each Party shall be responsible for a breach of this Agreement by its Connected Persons (other than such Connected Persons which are professional advisers, Finance Providers or other external representatives of that Party) as though such persons were a party to this Agreement, except where the relevant Connected Person has entered into a direct confidentiality undertaking with the relevant Provider in relation to the Proposal.
- 8.2 Without prejudice to any other rights or remedies which either Party may have, each Party confirms that the other Party may, in the event of any breach of this Agreement, be entitled to seek injunctive relief, specific performance and other equitable relief in addition to or instead of damages.



## **9 No duty of care and no offer or promotion**

- 9.1 Other than as may otherwise be agreed in the definitive transaction documents in respect of the Proposal, neither the Provider, nor any of its Connected Persons shall owe any duty of care to the Recipient or to any other person with respect to the accuracy or completeness of the Confidential Information and is under no obligation to update, alter or add to any Confidential Information notwithstanding that such information may have subsequently become untrue, inaccurate, incomplete or misleading nor shall they have any liability in respect of the Confidential Information whether by virtue of any purported representation or warranty or otherwise (provided that nothing in this paragraph shall exclude liability for fraudulent misrepresentation).
- 9.2 Each of the Parties acknowledge and agree that information made available to each or any of them or their Connected Persons prior to or in the course of discussions in respect of the Proposal, shall not constitute an offer by any person and are not intended as, and should not be construed in any way as, a recommendation, invitation or inducement to Nucleus or any of its Connected Persons to engage in investment activity.

## **10 Protective covenants**

No Party shall, and each Party shall procure that none of its Group shall, for a period of 12 months from the date of this Agreement, without the prior written consent of the other Party, directly or indirectly employ or offer to employ, or solicit for employment or endeavour to entice away, any individual who is at any time during that 12 month period a director, officer or senior manager of the other Party or one of its Affiliates. Notwithstanding the foregoing, the publication of advertisements of general circulation or search firm engagements not targeted at the officers, senior executives or employees of the other Party and the employment of any person who responds to any such advertisement, general circulation or search firm engagement shall not be deemed a violation of the non-solicitation provisions of this paragraph, nor shall this paragraph prohibit a Party from employing any person who has made an unsolicited approach to it.

## **11 Duration**

Except where expressly provided otherwise in this Agreement, the obligations of the Parties under this Agreement shall expire on the earlier of: (a) 18 months from the date of this Agreement; and (b) the date of completion of the Proposal. Such expiry shall be without prejudice to any rights and liabilities which may have accrued prior to such expiry.

## **12 Inside Information and market abuse**

- 12.1 Nucleus acknowledges and confirms that:
- (a) it is aware of its obligations under all applicable law and regulations in relation to the unpublished price-sensitive information, that some or all of the Confidential Information, or the fact of the Proposal or any of its terms, may constitute inside information for the purposes of Part V of the Criminal Justice Act 1993 (UK) (**CJA**) and / or the Market Abuse (Amendment) (EU Exit) Regulations 2019 (**MAR**) and that it consents to receiving such information; and
  - (b) any of its Connected Persons in possession of that information may have information as an insider for the purposes of the CJA and inside information for the purposes of MAR and that it will duly bring to their attention the prohibitions on insider dealing contained in the CJA and the prohibitions on market abuse set out in MAR.

12.2 Nucleus shall not, and shall use reasonable endeavours to: (i) procure that no member of its Group shall; and (ii) direct that no Authorised Recipient that is not a member of its Group shall, disclose any such information to another person (except as permitted by this Agreement) or use any of the Confidential Information to deal in any securities or to encourage another person do so in circumstances that would contravene the CJA or MAR.

12.3 Without prejudice to the generality of the other provisions of this paragraph 12, each Party confirms that it has established such procedures as are necessary (including the maintenance of insider lists) in order to ensure that it complies with its obligations under all applicable regulatory requirements concerning any unpublished inside information relating to the Proposal.

### **13 Standstill**

13.1 Nucleus agrees and undertakes that, without the prior written consent of Curtis Banks, it shall not, and it shall procure that no member of its Group shall, directly or indirectly (including, without limitation, through its Concert Parties, acting under the instruction of, or in collaboration with, Nucleus or any member of its Group), for a period of 12 months from the date of this Agreement:

- (a) deal, or be a party to any dealing, in any Curtis Banks shares; or
- (b) enter into any contract for differences, spread bet or similar arrangement with reference to the price of Curtis Banks shares, grant, acquire, dispose of, exercise or discharge any option to acquire or dispose of any Curtis Banks shares, or enter into, terminate, assign or novate any stock lending agreement in respect of such shares; or
- (c) announce or make, or cause any other person to announce or make, an offer to acquire all or any Curtis Banks shares or (unless required to do so by law or by the rules of any competent stock exchange or other regulatory authority or body or the Panel pursuant to Rule 2.2 of the City Code) announce that Nucleus, or any other such person is interested in acquiring any or all of the shares in Curtis Banks; or
- (d) take any step which might give rise to an obligation under the City Code or otherwise to announce or make an offer to acquire all or any of the shares in Curtis Banks; or
- (e) enter into any agreement, arrangement or understanding (whether or not legally binding) with any person with respect to the holding, voting or transfer of any Curtis Banks shares.

13.2 The restrictions in paragraph 13.1 shall not apply so as to prevent Nucleus or any member of its Group from taking any action in the normal course of its investment or advisory business, on behalf of, and for the benefit of, Nucleus's clients, and where Nucleus is not acting as principal.

13.3 All the restrictions in paragraph 13.1 and the restriction on making an announcement contained in paragraph 4.1 will cease to apply:

- (a) upon Curtis Banks and Nucleus, or any member of their respective Groups, making a joint announcement, in accordance with Rule 2.7 of the City Code, that Nucleus, or any of its Affiliates, is to make a takeover offer for Curtis Banks's shares which is to be recommended by the board of Curtis Banks, the making of which is not subject to any pre-conditions; or

- (b) upon the making of an announcement in accordance with Rule 2.7 of the City Code by an offeror which is not a Concert Party of Nucleus that it is to make an offer for Curtis Banks's shares, whether such offer is recommended or not; or
- (c) an announcement under the Code is made by a third party or Curtis Banks, in connection with a possible offer for Curtis Banks by a third party which is not a Concert Party of Nucleus, and such person is not subject to any standstill restriction on terms materially the same as those set out in paragraph 13.1,

and notwithstanding anything to the contrary in this Agreement, neither Nucleus nor any of its Affiliates shall be restricted from making any announcement in connection with the Proposal in response to the making of any announcement in accordance with Rule 2.4 of the City Code by Curtis Banks in respect of the Proposal.

## **14 General**

- 14.1 Any Party may terminate discussions with the other about the Proposal at any time.
- 14.2 Save as otherwise agreed in writing between the Parties, no Party has any obligation to reimburse any other Party or any other Party's Connected Persons or advisers, nor will it be responsible, for any costs, expenses or other items that might be incurred by it or them in connection with any discussions or negotiations in relation to the Proposal or in complying with this Agreement.
- 14.3 If any term of this Agreement is held to be illegal, invalid or unenforceable (in whole or in part), it shall be deemed not to form part of this Agreement, but the remaining terms shall continue in full force and effect.
- 14.4 Without prejudice to clause 11, this Agreement shall continue in full force and effect in accordance with its terms notwithstanding the completion or termination of discussions between the Parties concerning the Proposal.
- 14.5 This Agreement, and all non-contractual obligations arising under or in connection with it, shall be construed in accordance with, and governed by, English law. The courts of England and Wales have jurisdiction to hear and decide any suit, action or proceedings and to settle any disputes, which may arise out of or in connection with this Agreement, for which purpose each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.
- 14.6 The provisions of this Agreement confer benefits on the persons specifically referred to in Recital (C) of this Agreement (each a **Third Party**) and, subject to the remaining terms of this paragraph, are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the foregoing, this Agreement may be rescinded or varied in any way and at any time without the consent of any Third Party.
- 14.7 No variation or termination of this Agreement shall be effective unless in writing and signed on or behalf of each of the Parties.
- 14.8 No Party shall be entitled to assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 14.9 This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same letter. Either Party may enter into this Agreement by signing any such counterpart.
- 14.10 In this document:

- (a) **Affiliate** means, with respect to any person or entity: (i) any natural person or legal entity who or which, directly or indirectly, Controls or is Controlled by, or is under common Control with, such person or entity from time to time; and (ii) in the case of Nucleus: (a) any Fund; (b) any general partner or manager of, or adviser in respect of the investments of, any Fund; and (c) any trustee, nominee, custodian, or operator of any Fund, provided always that the term shall not include any Portfolio Company in which a Fund has invested or the limited partners (or equivalent underlying investors of) of any Fund;
- (b) **Authorised Recipients** means each of the Parties' Connected Persons who reasonably need access to Confidential Information for the purposes of evaluating, developing, negotiating, financing (where relevant), advising upon, implementing or proceeding with the Proposal;
- (c) **City Code** means the City Code on Takeovers and Mergers of the United Kingdom, as amended from time to time;
- (d) **Concert Party** means any person who, for the purposes of the City Code, is presumed to be, taken to be or would be taken to be, "acting in concert" (as defined in the City Code) with Nucleus in relation to the Proposal;
- (e) **Connected Persons** means,
  - (i) in relation to Nucleus:
    - (A) each of its Affiliates;
    - (B) each of its direct or indirect shareholders and their respective Affiliates;
    - (C) any directors, officers, employees, consultants, professional advisers (which includes lawyers, accountants, financial or other professional advisers (including due diligence providers), together with their respective directors, officers and employees) and any other agents or representatives appointed in connection with the Proposal (and any directors, officers, employees, consultants and partners of any such advisers, agents and representatives), of Nucleus and any person referred to in (A) and (B) above; and
    - (D) any Finance Provider;
  - (ii) in relation to Curtis Banks:
    - (A) each of its Affiliates; and
    - (B) its and each of its Affiliates' directors, officers, employees, consultants, professional advisers (which includes lawyers, accountants, financial or other professional advisers (including due diligence providers), together with their respective directors, officers and employees) and any other agents or representatives appointed in connection with the Proposal (and any directors, officers, employees, consultants and partners of any such advisers, agents and representatives);
- (f) **Control** means, with respect to any person or entity, the possession, directly or indirectly, of power to direct or cause the direction of management or policies of such person or entity (whether through ownership of voting securities or partnership or other

ownership interests, by contract or otherwise) and the term **Controlled** shall be construed accordingly;

- (g) **deal**, as in **dealings** has the meaning given thereto in the City Code;
- (h) **Derivative Information** means all documents, disks or other media created by a Recipient or on their behalf, including, without limitation, any analyses, compilations, notes, studies or accountants' or other third party reports which contain or reflect or are generated from the Confidential Information and/or relate to the Proposal;
- (i) **Finance Provider** means any provider or prospective provider of debt finance, any relevant investment committee or similar decision-making body of that provider or prospective provider of debt finance and their respective representatives:
  - (i) to whom Curtis Banks has given prior consent in writing (which shall include email) to disclosing the Confidential Information to each such provider or prospective provider (such consent not to be unreasonably withheld or delayed); or
  - (ii) to the extent such provider or prospective provider has entered into a direct confidentiality undertaking with Nucleus in relation to the Proposal on terms acceptable to Curtis Banks;
- (j) **Fund** means any fund, account and/or collective investment scheme managed by Nucleus or by any other person or entity directly or indirectly Controlling, Controlled by, or under common Control with Nucleus;
- (k) **Group** means: (i) in relation to Nucleus, the ultimate parent company of Nucleus's corporate group and its subsidiary undertakings; and (ii) in relation to Curtis Banks, Curtis Banks and its subsidiary undertakings;
- (l) **Personal Data** means Confidential Information relating to one or more identified or identifiable natural persons;
- (m) **Portfolio Company** means any operating company (or any investee company or holding company incorporated for the purposes of an investment in the relevant operating company), or any subsidiary of any of the foregoing;
- (n) **Proposal** means the interest of Nucleus (or any member of its Group) in making a possible offer to acquire the entire issued and to be issued share capital of Curtis Banks;
- (o) headings are for convenience only and do not affect its interpretation;
- (p) the meaning of general words introduced by "other", "include" or "including" is not restricted as a result of them being preceded by words indicating a particular class of acts, matters or things or being followed by particular examples intended to be embraced by the general words; and
- (q) any reference to any English legal term for any legal concept shall, in respect of any jurisdiction other than England, be deemed to include an additional and separate reference to the legal concept which in that jurisdiction most nearly corresponds or approximates to that English legal term.