



Appendix 1

Liability Limitation Agreement terms authorised by the members in accordance with the Act

In this Liability Limitation Agreement ("LLA"):

"you" refers severally to Leicester Football Club plc (the "Company") and to each subsidiary of the Company for which we contract to provide audit services under the Agreement (the "Subsidiaries"). Each of the Company and the Subsidiaries thus contracts on its own behalf on the terms below;

"we" or "PwC" refers to PricewaterhouseCoopers LLP, a limited liability partnership incorporated in England (number OC303525) whose registered office is at 1 Embankment Place, London WC2N 6RH; and

"Agreement" refers to the contract(s) with PwC governing audit services to the Company and its subsidiaries under Part 16 of the Companies Act 2006 in relation to statutory financial statements for the year ended 30 June 2024.

1. Application only to one financial year

- (a) In accordance with s535 of the Companies Act 2006, any limit on our liability under this LLA applies only to acts or omissions occurring in the course of the audit of accounts for the financial year which is specified in the letter of engagement.
- (b) For the avoidance of doubt, this LLA shall not prevent, in whole or in part, the application of separate liability limitation agreements to claims made against us in respect of acts or omissions occurring in the course of the audit of accounts for different financial years.
- (c) References in this LLA to "accounts" include (if applicable) your group accounts and the individual accounts of any group company.

2. Independence rules/requirements

This LLA shall not apply to exclude or limit any liability arising in respect of any audit report issued under the standards of the Public Company Accounting Oversight Board (United States).

3. Limit on our liability

You agree that our total liability (including interest) for all claims in respect of any negligence, default, breach of duty or breach of trust in the provision of services under the Agreement is limited to the greater of £5 million or 5 times the total fees payable under the Agreement.

4. Your responsibility for loss

- (a) If we are liable to you in respect of any claim falling within clause 3 above and you are also partly responsible for or have caused or contributed to all or part of the same loss, then the total amount payable by us in respect of



any such claim shall be limited to such amount as is just and equitable having regard to the extent to which we and you are responsible for the loss in question.

- (b) You acknowledge and agree that for the purposes of assessing your responsibility for the loss in question under this clause 4:
 - (i) you remain responsible for the accuracy and completeness of your accounts (reflecting the requirements under s393 of the Companies Act 2006 that the directors of a company must not approve accounts unless they are satisfied they give a true and fair view) and for preventing or detecting fraud, including fraud by your officers, employees or agents (as recognised by ISA (UK) 240, paragraph 4), and
 - (ii) you are responsible for the acts or omissions of your officers, employees and agents including any information given or representations made by them to us.

5. Responsibility of others for loss

- (a) If we are liable to you in respect of any claim falling within clause 3 above and any other person or persons is/are or would be liable to you in respect of or has otherwise caused or contributed to all or part of the same loss (a "Responsible Person") then the total amount payable by us in respect of any such claim shall be limited to such amount as is just and equitable having regard to the extent to which we and the Responsible Person(s) are responsible for the loss in question.
- (b) Any limitation, exclusion or restriction (whether arising under contract, statute or otherwise) on the liability of any Responsible Person(s) and any other matter (whenever arising) affecting the possibility of recovering compensation from any Responsible Person(s) (including inability to pay or insolvency) shall be ignored for the purposes of determining whether and to what extent that Responsible Person is responsible for the loss in question.

6. Aggregation of claims

You agree that the limit on our total liability set out at clause 3 above will be the maximum total amount for which we will be liable to the Company and the Subsidiaries (including you) in respect of all claims in respect of any negligence, default, breach of duty or breach of trust in connection with the provision of services under the Agreement regardless of whether those claims are brought against us by one or more of the Company and the Subsidiaries, and whether within the same or separate proceedings.

7. Limits on the scope of this clause

Nothing in this LLA will limit or restrict our liability:

- (a) for death or personal injury caused by our negligence;
- (b) for our fraud or dishonesty; or
- (c) to the extent that any other liability cannot by law be limited.

8. Statutory limit on liability under the Companies Act 2006



- (a) It is agreed by you that the provisions of this LLA, both individually and collectively, are fair and reasonable in all the circumstances having regard to (a) our responsibilities under Part 16 of the Companies Act 2006; (b) the nature and purpose of our contractual obligations to you; and (c) the professional standards expected of us.
- (b) However, in accordance with section 537 of the Companies Act 2006, if the effect of any part of this LLA would be to limit our liability to less than such amount as is fair and reasonable or in a manner which is not fair and reasonable, it is agreed that our liability shall instead be limited to such amount or in such manner as the court determines is fair and reasonable in all the circumstances of the case.

9. Other exclusions or limitations of liability

This LLA applies without prejudice to the other exclusions and limitations of liability contained in the Agreement.

10. Effect of illegality, invalidity or unenforceability

If and to the extent that any provision of this LLA is held to be illegal, void or unenforceable, in whole or in part, such provision shall not be given effect and shall be deemed not to be included in the Agreement but without invalidating or otherwise affecting any remaining part of that provision or any remaining provisions of the Agreement.