



COMPLIANCE · HR · TRAINING · TECHNOLOGY · DUE DILIGENCE · GOVERNMENT SERVICES

**STANDARD TERMS AND CONDITIONS FOR
SUPPLY OF SERVICES**

OF

COMSURE COMPLIANCE LIMITED

[Please Note These Standard Terms Must Be Read In Conjunction with The Engagement Letter]

1. **DEFINITIONS** - In this document the following words shall have the following meanings:
 - 1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable service specification;
 - 1.2 "customer" means the organisation or person who purchases services from the supplier;
 - 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
 - 1.4 'Matter' means a particular piece of work for which the supplier has been instructed.
 - 1.5 "service specification" means a statement of work, quotation or other similar document describing the services to be provided by the supplier [Engagement Letter];
 - 1.6 "Subscription" means an agreement between the customer and supplier for services as set out in the service specification;
 - 1.7 "subscription fee" means the fee charged for the subscription;
 - 1.8 "supplier" means **Comsure Compliance Limited** Registered company Name (RC) 89912: Registered Business AND Business address (place of business), 1 Bond Street Chambers, St Helier, Jersey, Channel Islands, JE2 3NP
 - 1.9 The headings contained in these Terms are for the convenience only and do not affect their interpretation and
 - 1.10 The terms contained in this document are intended to set out the customer / consultant relationship that exists between the customer and the supplier and to set out its responsibilities to the customer, how will carry out work for the customer and a customers matter and its obligations to the customer as well as any limits to its liability and/or obligations to the customer. The terms also set out customer obligations to the supplier.
2. **GENERAL**
 - 2.1 These Terms and Conditions shall apply to all contracts for the supply of services by the supplier to the customer.
 - 2.2 Before the commencement of the services the supplier shall submit to the customer a service specification which shall specify the services to be performed and the fees payable. The customer shall notify the supplier immediately if the customer does not agree with the contents of the service specification. All service specifications shall be subject to these terms and conditions.
 - 2.3 The supplier shall use all reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.
3. **PEOPLE RESPONSIBLE FOR CARRYING OUT CUSTOMERS WORK**

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- 3.1 The supplier shall at its absolute discretion decide which of its consultants; employees or principals (“supplier representative”) should carry out any particular part of work on a customer matter.
- 3.2 In most cases a customer will be introduced and have contact with specific supplier representative who will be a customer’s direct point of contact and who in most cases will be supplier’s representative who carry out the day to day running a customer matter. However, in some cases other supplier representative may be engaged to carry out a customer matter.
- 3.3 The person ultimately responsible for a customers matter is Mathew Beale Managing Director of the supplier.

4. METHODS OF COMMUNICATING

- 4.1 Communications will be accepted by the supplier / made by the supplier by letter, telephone, fax, in person and/or electronically.
- 4.2 Please note that while the supplier use reasonable efforts to safeguard communications to or from the customer the supplier do not guarantee nor provide any assurances of whatever kind for communications which are corrupted, intercepted or delayed. This is particularly so, but not limited to, communications made electronically.

5. THE SUPPLIER ARE NOT OBLIGED TO ACT ON ALL INSTRUCTIONS

- 5.1 The supplier is not obliged to act on all instructions despite receiving them and there are certain circumstances in which the supplier will not act. As well as the particular situations/circumstances set out elsewhere in these terms, the supplier will not act on any instructions if to do so would be contrary to any law or regulation in force in the Island or any code of conduct to which the supplier consider the supplier are bound.
- 5.2 Neither will the supplier carry out any instructions which the supplier consider, at its absolute discretion, to be immoral or against public decency. In these situations the supplier will advise the customer, normally in writing, that the supplier are unable to act upon a customers instructions and the supplier will normally advise the customer of the reasons why the supplier are unable to act.
- 5.3 Occasionally however, the supplier may be under a legal duty not to act nor inform the customer the supplier is unable to act and/or unable to provide the customer with reasons as to why the supplier is unable to act. In such circumstances the supplier will carry out its obligations as imposed by the laws of the Island and such legal obligations upon the supplier will take precedence over its duty to the customer.

6. FROM WHOM THE SUPPLIER WILL TAKE INSTRUCTIONS

- 6.1 Where the supplier are instructed on behalf of a corporate body/organization the supplier will assume that instructions given by a director of that body or a principal of the organization has authority of the body/organization to give instructions and accordingly receive information from the supplier unless the contrary is otherwise specifically set out in the service specification
- 6.2 Should a body/organisation indicate on the service specification that the supplier may take instruction from any employee of that body/organization then the supplier will assume that all telephone calls made to a telephone number of the body/organisation set out on the service specification will be answered by an employee of the body/organisation.
- 6.3 Accordingly, anyone listed on the service specification as having authority to receive information will be

deemed by the supplier to have such authority and therefore equal right to such information. This is particularly relevant to matters in which the supplier receives joint instructions.

7. DATA PROTECTION/DISCLOSURE OF INFORMATION

7.1 Disclosure of information:

7.2 The terms regarding disclosure of information about a customers and / or a customers matter set out here differentiates between information which is within the public domain and that which is not. Information which is not in the public domain is regarded by the supplier as confidential information and in all cases under this section the use of the word 'information' is restricted to confidential information.

7.3 Except as is required for the carrying out of work on a customers behalf, the supplier will only disclose information relating to the customer or a customers matter to the customer and to other persons who are authorised by the customer on the Service specification to give instructions to the supplier or other persons from time to time authorised by the customer in writing.

7.4 Occasionally the supplier instruct third parties to provide services to the customer or to the supplier in relation to a customers matter and the supplier will obtain a customers consent before engaging such third parties. If the customer have given a customers consent for the supplier to instruct/obtain services from third parties then it will be assumed that the customer have given the supplier authorisation to disclose information about the customer and/or a customers matter to such third parties unless the supplier receive instructions to the contrary.

7.5 In the event of any legal action legal action or proceedings against the supplier (whether actual or anticipated) the supplier have the right to disclose information as the supplier consider appropriate and any privilege or right that the customer have for confidentiality over such information is hereby waived.

7.6 In some instances the supplier may be required by the law to disclose information about the customer and/or a customers matter to other people. In some instances this disclosure will be with notice to the customer of the disclosure and in other instances the supplier may be required to disclose information without notifying the customer. The supplier's legal obligations will always take precedence over any duty to the customer.

8. FEES AND PAYMENT

8.1 Fees shall be based on time spent by the supplier on the services at the fee rates set out in the service specification letter. Unless the supplier and the customer have agreed to a fixed price, the supplier may vary fee rates on giving the customer one month's notice in writing. Unless agreed otherwise, the total fixed fee for retainers are payable in full in advance, even in the event the contract is terminated before the term of the retainer has expired.

8.2 'Per day' fees shall be based on a standard seven hour working day. Unless agreed otherwise in writing by the supplier and the customer. However where the customer requires the supplier to perform any of its services outside these 7 hours to expedite any matter, the supplier retains the right to charge these hours at its standard rate.

8.3 Units of time are measured in 15 minute increments.

8.4 The fees for the performance of the services are as set out in the service specification. The supplier shall invoice the customer for the services as agreed in the service specification.

- 8.5 Invoiced amounts shall be due and payable on demand. The supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at the rate of 5% or the Bank of England's base rate whichever is the greater.
- 8.6 The subscription fee is exclusive of GST or any other equivalent sales tax but is inclusive of the services as laid out in the service specification.
- 8.7 All subscription fees are payable by monthly bankers standing orders or cheque.
- 8.8 No payment will be deemed to have been received until the supplier has received the subscription fee in cleared funds.
- 8.9 All outstanding sums shall be due immediately if the Subscription is terminated by the customer for any reason detailed in clause 11.
- 8.10 Any outstanding hours accumulated against any subscription fee paid on a regular basis (e.g. on a retainer) will not be accumulated or rolled over from one month to another (or year to year) unless otherwise agreed with between the customer and the supplier. And where any hours and / or associated monies remain outstanding at the end of the 12 calendar months from the date of payment the supplier retains the right to cancel any remaining hours without any repayment or recourse for the customer.

9. Airfare, travel, hotel and other costs

- 9.1 Airfare is reimbursed at commercial Business Class using lowest logical airfare and advance purchase options.
- 9.2 Airfare will be booked as soon as practical after instructions to obtain best pricing options. All bookings will be based on non-stop service to be considered as the lowest logical airfare. The supplier will not reimburse unused tickets, airport ticket class changes, seat location upgrades, air miles or any other associated benefit. Please note use of non-commercial air service is expressly prohibited.
- 9.3 All hotel bookings will be 4 star or above at a hotel within a 3 mile location of the work location and
- 9.4 All costs from the above and any additional costs including but not limited to food, taxi and parking will be reimbursed by the customer on production of proof of purchase within the same period as all supplier invoices.

10. GOODS AND SERVICES TAX AND OTHER TAXES

- 10.1 The supplier may be required by law to charge Goods and Services Tax ('GST') to the customer.
- 10.2 If the supplier is required to charge this tax the amount of tax and the rate of tax will be clearly set out on its fee notes to the customer. Please note that any hourly charge out rates, general charges or other fees that the supplier inform the customer about in relation to a customers matter do not take GST into account and therefore such GST will be added separately.

11. DEPOSIT FOR FEES AND MONEY HELD ON ACCOUNT BY the supplier

- 11.1.1 Where the supplier have asked the customer to provide monies as a deposit and / or retainer against future fee notes, the customer agree that such monies can then be applied to pay all fee notes rendered at the time at which the fee notes are issued.
- 11.2 As highlighted elsewhere in these terms should circumstances arise in which the customer wishes to cancel / terminate any contract without demonstrating fault by the supplier, the customer shall forfeit any fees paid in advance to the Company.

12. CUSTOMER'S OBLIGATIONS

- 12.1 To enable the supplier to perform its obligations under this Agreement the customer Shall:
- 12.1.1 Co-operate with the supplier;
 - 12.1.2 Provide the supplier with any information reasonably requested by the supplier;
 - 12.1.3 Provide the supplier with any information relating to any change of relevant circumstance in the customers organisation and / or operations and / or other related matters.
 - 12.1.4 Obtain all necessary permissions and consents which may be required before the commencement of the services; and
 - 12.1.5 Comply with such other requirements as may be set out in the service specification or otherwise agreed between the parties.
- 12.2 The customer shall be liable to compensate the supplier for any expenses incurred by the supplier as a result of the customer's failure to comply with Clause 11.1.
- 12.3 Without prejudice to any other rights to which the supplier may be entitled, in the event that the customer unlawfully terminates or cancels the services agreed to in the service specification, the customer shall be required to pay to the supplier as agreed damages and not as a penalty the full amount of any third party costs to which the supplier has committed and in respect of cancellations on fewer than five working days' written notice the full amount of the services contracted for as set out in the service specification, and the customer agrees this is a genuine pre-estimate of the supplier's losses in such a case. Also for the avoidance of doubt, should circumstances arise as outlined in this part the customer shall forfeit any fees paid in advance to the Company.
- 12.4 For the avoidance of doubt, the customer's failure to comply with any obligations under Clause 11.1 shall be deemed to be a cancellation of the services and subject to the payment of the damages set out in this Clause.
- 12.5 In the event that the customer or any third party, not being a sub-contractor of the supplier, shall omit or commit anything which prevents or delays the supplier from undertaking or complying with any of its obligations under this Agreement, then the supplier shall notify the customer as soon as possible and:
- 12.5.1 The supplier shall have no liability in respect of any delay to the completion of any project;
 - 12.5.2 If applicable, the timetable for the project will be modified accordingly;
 - 12.5.3 The supplier shall notify the customer at the same time if it intends to make any claim for additional costs.

13. ALTERATIONS TO THE SERVICE SPECIFICATION

- 13.1 The parties may at any time mutually agree upon and execute new service specifications. Any alterations in the scope of services to be provided under this Agreement shall be set out in the service specification, which shall reflect the changed services and fees and any other terms agreed between the parties.
- 13.2 The customer may at any time request alterations to the service specification by notice in writing to the supplier. On receipt of the request for alterations the supplier shall, within 10 working days or such other period as may be agreed between the parties, advise the customer by notice in writing of the effect of such alterations, if any, on the fees and any other terms already agreed between the parties.
- 13.3 The supplier may at any time execute new service specifications should the customer fail to comply with any obligations under the customer's obligations (Clause 11).

- 13.4 The alterations shall, take effect within 10 working days or such other period as may be agreed between the parties. The supplier will advise the customer in writing of the effect of such alterations, if any, on the fees and any other terms already agreed between the parties.
- 13.5 Where the supplier gives written notice to the customer agreeing to perform any alterations on terms different to those already agreed between the parties, the customer shall, within 10 working days of receipt of such notice or such other period as may be agreed between the parties, advise the supplier by notice in writing whether or not it wishes the alterations to proceed.
- 13.6 Where the supplier gives written notice to the customer agreeing to perform alterations on terms different to those already agreed between the parties, and the customer confirms in writing that it wishes the alterations to proceed on those terms, the service specification shall be amended to reflect such alterations and thereafter the supplier shall perform this Agreement upon the basis of such amended terms.

14. RESTRICTIONS - THE COMPLIANCE AND RISK FUNCTIONS

- 14.1 In assisting the customer, the supplier will not be assuming ultimate responsibility for compliance.
- 14.2 The supplier will not, and cannot accept the appointment or responsibility of Risk manager including compliance manger [CO] / money laundering reporting officer [MLRO] / money laundering reporting compliance officer [MLCO] / human resource officer [HR] (collectively called Compliance / Risk Oversight Function – “compliance”) nor will it act in a management and or control (governance) capacity.
- 14.3 The supplier will only act in a consultancy capacity and will not provide a warranty of compliance with legal, regulatory and other relevant requirements.
- 14.4 The supplier customers will always maintain ultimate responsibility for their compliance with legal, regulatory and other relevant requirements. Accordingly, the supplier’s role would be restricted to providing consultancy and assistance with compliance matters.
- 14.5 As a consultancy business the supplier will assist its customers through the process of improving and developing systems and procedures to assist in meeting legal, regulatory, and operational and other relevant requirements.
- 14.6 On signing terms of business the supplier customer will acknowledge they bear the primary responsibility for compliance with their legal, regulatory and other relevant requirements.

15. COMPLAINTS

- 15.1 The supplier aim to offer all its customers a friendly and efficient service. However if the customer have any concerns whatsoever the customer should address them in the first instance to Mathew Beale who is the Managing Director primarily responsible in this matter.
- 15.2 If the customer do not believe that a customers complaint can be handled properly by Mathew Beale then the supplier invite the customer to use other channels for complaint and details of these can be found on its website at www.blakeleylegal.com where the customer will find details on how to complain to an independent mediator appointed by the supplier namely Blakeley Legal.

16. WARRANTY

- 16.1 The supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

- 16.2 Without prejudice to Clause 15.1, and except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the services to be provided by the supplier.

17. INDEMNIFICATION

- 17.1 The customer shall indemnify the supplier against all claims, costs and expenses which the supplier may incur and which arise, directly or indirectly, from the customer's breach of any of its obligations under this Agreement, including any claims brought against the supplier alleging that any services provided by the supplier in accordance with the service specification infringes a patent, copyright or trade secret or other similar right of a third party.

18. LIMITATION OF LIABILITY

- 18.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the supplier to the customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the fees paid by the customer to which the claim relates.
- 18.2 In no event shall the supplier be liable to the customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the supplier had been made aware of the possibility of the customer incurring such a loss.
- 18.3 Nothing in these Terms and Conditions shall exclude or limit the supplier's liability for death or personal injury resulting from the supplier's negligence or that of its employees, agents or sub-contractors.

19. VARIATION

- 19.1 The supplier and the customer may vary the scope of the services, the fee, these Standard Terms and other terms the Contract by mutual agreement in writing if there is:
- 19.1.1 An unforeseen change in circumstances;
- 19.1.2 A change in circumstances which is beyond the reasonable control of the parties; or as may be determined by the supplier and the customer.
- 19.1.3 If after full consultation, the supplier and the customer cannot agree to a mutually acceptable variation, the Contract may be terminated by either the supplier or the customer giving three month's written notice.
- 19.1.4 Should circumstances arise in which the customer wishes to cancel this contract without demonstrating fault by the supplier, the customer shall forfeit any fees paid in advance to the Company.

20. TERMINATION

- 20.1 Should circumstances arise in which the customer wishes to terminate this contract without demonstrating fault by the supplier, the customer shall forfeit any fees paid in advance to the Company.
- 20.2 Either party may terminate the contract upon giving THREE [3] months' notice in writing to the other and, further, the supplier in its absolute discretion may suspend or terminate the Contract immediately if:
- 20.2.1 Circumstances arise that in the supplier's reasonable opinion materially adversely affect its ability to perform its obligations under the Contract;
- 20.2.2 The customer has failed to disclose facts that had they been known to the supplier prior to entering into the Contract would have resulted in the supplier not entering into the Contract;

20.2.3 The customer commits a material breach of any of its provisions that cannot be remedied within 30 days of the material breach to the reasonable satisfaction of the supplier; or

20.2.4 The customer becomes unable to pay its debts as they become due.

21. CONSEQUENCES OF TERMINATION:

21.1 On termination of the Contract, each party shall return to the other all property belonging to the other then in its possession and the customer shall pay to the supplier forthwith on demand all fees and expenses together with any applicable sales tax or equivalent that may be due for the services.

21.2 Where a retainer arrangement has been paid and circumstances arise in which the customer wishes to cancel the contract without demonstrating fault by any member of the Team of the Company, the customer shall forfeit any fees paid in advance to the Company.

21.3 The termination of the Contract shall be without prejudice to any existing rights and obligations (under the Contract or otherwise) that may already have accrued to or be incurred by either to the supplier or the customer and shall not prejudice nor affect any right of action or remedy that shall have accrued or shall accrue to the supplier or the customer, The obligations of the parties relating to confidentiality under the Contract shall survive termination thereof.

22. INTELLECTUAL PROPERTY RIGHTS

22.1 All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the supplier, and the customer shall do all that is reasonably necessary to ensure that such rights vest in the supplier by the execution of appropriate instruments or the making of agreements with third parties.

23. FORCE MAJEURE

23.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

24. INDEPENDENT CONTRACTORS

24.1 The supplier and the customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The supplier may, in addition to its own employees and consultants, engage sub-contractors to provide all or part of the services being provided to the customer and such engagement shall not relieve the supplier of its obligations under this Agreement.

24.2 The customer shall not employ or engage the services of any consultant employed by the supplier in connection with the Services for six months after the Contract is completed. The supplier may waive this clause on payment by the customer of a sum equivalent to three months' fees for the consultant concerned.

24.3 Nothing in the Contract shall prevent supplier, its directors, associates and subcontracted consultants and their personnel complying with the professional or ethical rules of any relevant professional body of which they may be or may become a member.

25. ASSIGNMENT

25.1 The customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the supplier.

26. SEVERABILITY

26.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

27. WAIVER

27.1 The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

28. NOTICES

28.1 Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the service specification or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

29. ENTIRE AGREEMENT

29.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

30. NO THIRD PARTIES

30.1 Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

31. GOVERNING LAW AND JURISDICTION

31.1 This Agreement shall be governed by and construed in accordance with the law of Jersey and the parties hereby submit to the exclusive jurisdiction of the Jersey courts.