

## **Remote Professionals Standard Terms**

The following Standard Terms of Business apply to all work we accept unless we agree to any changes in writing. The services you have asked us to provide along with special terms will be set out in a separate letter (Engagement Letter). Our contract with you includes this letter and these Standard Terms of Business unless a separate Master Service Agreement is signed.

### **1. Contracting parties**

- a. You (The Client, your) are entering into contract with Remote Professionals Ltd. (The Service Provider, we, us).
- b. Persons who are not party to this agreement will have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person that exists or is available other than under that Act.
- c. The advice that we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

### **2. Our Professional Responsibilities**

- a. We will keep to the Code of Ethics of The Institute of Chartered Accountants in England and Wales (ICAEW). The code is available on the ICAEW's website at [www.icaew.com](http://www.icaew.com), where you should search for 'ethics'. We accept instructions to act for you on the basis that we will act in line with the code.
- b. Where you give us confidential information, we confirm that we will at all times keep it confidential, other than as required by law or as provided for in regulatory, ethical or other professional statements relevant to our engagement.
- c. We will take into account the General Anti Abuse Rule of section 206 of the Finance Act 2013 when advising on a particular transaction.

### **3. The Personnel Manager**

- a. The Client shall assign a manager to interface with the Service Provider ("Personnel Manager"). It shall be The Client's responsibility to inform the Service Provider in writing immediately for any changes in the designated Personnel Manager.

### **4. Independent Contractors and Sub-contracting**

- a. The Service Provider and The Client are independent contractors. Nothing in this Agreement will be construed as creating any relationship such as joint venture, partnership, association of persons, employer-employee, principal-agent, or franchisor-franchisee. Service Provider has exclusive control over its employees, representatives, agents, contractors, and subcontractors (collectively, "Personnel"), and over its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. The Service Provider has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its Personnel.
- b. The Service Provider may subcontract any services or delegate any of its obligations under this Agreement or any Engagement Letter(s) in order to provide the services agreed, however the Service Provider alone will remain responsible to the Client for the Services, and personnel (including non-certified public accountants) from an affiliate of the Service Provider or any of their respective affiliates, or from independent third-party service providers (including independent contractors), may participate in providing the Services as agreed.

### **5. Assignment**

- a. The Service Provider may assign any part or all of this Agreement with a prior written notice to The Client.

### **6. Fees**

- a. All fee proposals or other indications of our fees are given before VAT. We will add VAT, at the current rate, to our invoices for fees and disbursements (payments to others in dealing with your affairs, also travel, accommodation and similar charges) unless the services qualify for specific exemption.
- b. Invoices rendered are due for payment within seven (7) days from the date of the invoice.
- c. To enhance the efficiency of our payment process and ensure timely payments, our standard approach is to offer the option of making payments via direct debit through GoCardless.
- d. We can end or suspend further services until we receive your payment if an invoice is overdue. If we do this, we will let you know in writing. If we do end or suspend services, our contractual duty of care to you under general law will end.

### **7. General Limitation of Liability**

- a. We will provide services as outlined in our Engagement Letter with reasonable care and skill. However, to the fullest extent permitted by law, we will not be responsible for any losses, penalties, surcharges, interest or additional tax liabilities where you or others supply incorrect or incomplete information or fail to supply any appropriate information or where you fail to act on our advice or respond promptly to communications from us.
- b. You have agreed that you will not bring any claim in connection with services we provide to you against any of our partners or staff personally.
- c. Neither party shall be liable under any circumstances for any special, incidental, indirect, punitive or consequential damages (including but not limited to lost opportunities or profits).
- d. The Service Provider will not be held liable for any losses or damages incurred through failings of 3rd party software packages which we will be using throughout the course of our engagement. We will in all cases use the up most care and attention concerning the data used for our engagements but nevertheless cannot be held accountable for damages incurred through 3rd party issues.
- e. The Service Provider is an accountancy assistance specialist who will be working on your behalf. The work submitted from your firm remains the sole responsibility of you and your associates. No legal damages may be brought upon The Service Provider for work completed on your behalf which we assisted in as long as The Service Provider acts in a reasonable and professional manner.

#### **8. Quality of Service**

- a. We wish to provide at all times a high quality of service. If at any time you would like to discuss how our service could be improved or if you are dissatisfied with the service you are receiving, please let us know by contacting your Client Manager or Director.
- b. We undertake to investigate any complaints promptly and to do all we can to resolve the position.
- c. In order for us to provide you with a high-quality service on an ongoing basis it is essential that you provide us with relevant records and information when requested, reply to correspondence in a timely manner and otherwise follow the terms of the agreement between us set out in this Standard Terms of Business and associated Engagement Letters. We therefore reserve the right to cancel the engagement between us with immediate effect in the event of:
  - your insolvency, bankruptcy or other arrangement being reached with creditors;
  - failure to pay our fees by the due dates; or
  - if you are in breach of your obligations where this is not corrected within 30 days of being asked to do so.

#### **9. Applicable Law**

- a. Our work for you shall be governed by and construed in accordance with English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Standard Terms of Business or any associated Engagement Letter and any matter arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.
- b. If any provision in this Standard Terms of Business or any associated Engagement Letter, or its application, is found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

#### **10. Electronic Communication**

- a. Unless you instruct us otherwise, we may, where appropriate, communicate with you and with third parties via email or by other electronic means. Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their despatch. It may therefore be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.
- b. It is the responsibility of the recipient to carry out a virus check on any attachments received.

#### **11. Data Protection**

- a. We may obtain, use, process and disclose personal data about you and your clients in order that we may discharge the services agreed under this Engagement Letter, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance. You have a right of access, under data protection legislation, to the personal data that we hold about you.
- b. We confirm that when processing data on your behalf we will comply with all relevant data protection legislation including the European GDPR and related UK legislation (Data Protection Act 2018). For the purposes of the Data Protection Act 2018, the Data Controller in relation to personal data supplied about you is Remote Professionals Ltd.
- c. Sections 11 and 12 of the Data Protection Act 2018 place express obligations on you as a data controller where we act as a data processor undertaking the processing of personal data on your behalf. An example would be where we operate a payroll service for you. We therefore confirm that we will at all times comply with the requirements of the Data Protection Act 2018 when processing data on your behalf. In particular we confirm that we have adequate security measures in place and that we will comply with any obligations equivalent to those placed on you as a data controller.
- d. We may also transfer information to other countries including countries outside the European Economic Area that do not have the same level of data protection as the UK. We will only do this when appropriate, for example when we work with foreign professionals on your behalf.
- e. We take appropriate security and legal precautions to safeguard the safety and integrity of personal data that is transferred within the Remote Professionals operation. Remote Professionals has implemented Data Processing Rules (DPR) that allow for global transfers within the operation of personal data originating in the EEA in accordance with applicable UK & European privacy laws. The DPRs require all Remote Professionals entities worldwide, including sub-contractors, to use the same standards of protection for personal data. For more information please see our privacy policy and our DPR's.
  - i. Privacy Policy: (<https://remoteprofessionals.co.uk/privacy-policy-1>)
  - ii. Data Protection Rules: (<https://remoteprofessionals.co.uk/data-protection-rules>)

#### **12. Non-Solicitation**

- a. The Service Provider and The Client agree and undertake that from the Effective Date and during the Term or for 2 years following the expiration of this Agreement, they shall not directly or indirectly, on their own behalf or on behalf of others, solicit, recruit, or induce or attempt to persuade any person now or at any time hereafter employed by The Client or by the Service Provider, as the case may be, as an employee, officer, director, independent contractor, advisor, consultant or otherwise, to terminate their employment with, or otherwise cease their relationship with The Client or the Service Provider as the case may be.

#### **13. Non-Disclosure**

- a. Confidential information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this agreement in connection with, including but not limited to:
  - i. any material and/or information that is marked or identified as being confidential; and

- ii. any information, and any material containing such information, that would be regarded as confidential by a reasonable business person.
- b. Representatives means, in relation to a party, its employees, officers, representatives, contractors, subcontractors and advisers.
- c. The provisions of this clause shall not apply to any Confidential Information that:
  - i. is or becomes generally available to the public;
  - ii. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; or
  - iii. was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party.
- d. Each party shall keep the other party's Confidential Information confidential and shall:
  - i. take all reasonable steps, including technical measures, to keep the Confidential Information confidential;
  - ii. not use, or permit the use of, such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (the Permitted Purpose);
  - iii. not make any copies of the Confidential Information except to the extent it is necessary to do so for the Permitted Purpose and all copies shall be marked "Confidential"; and
  - iv. not disclose, or permit disclosure of, such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
- e. A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
  - i. it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
  - ii. it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,
  - iii. and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause.
- f. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority (including, without limitation or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- g. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this clause are granted to the other party, or to be implied from this agreement.
- h. On termination of this agreement, each party shall:
  - i. Destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
  - ii. erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
- i. The provisions of this clause shall continue to apply for a period of three (3) years from termination of this agreement.

#### **14. Entire Agreement**

- a. Our Engagement Letter and these Standard Terms of Business form the whole agreement between us and replace all previous agreements and terms between us. In entering into this agreement, you have not relied on any statement, representation, assurance, or warranty (whether made negligently or innocently) other than as set out in our Engagement Letter and these Standard Terms of Business. If any provisions of our Engagement Letter or Standard Terms of Business are held to be void for whatever reason, then that provision will be deemed not to form part of this contract, and no other provisions will be affected or impaired in any way. In the event of any conflict between these Standard Terms of Business and the Engagement Letter or appendices, the relevant provision in the Engagement Letter or schedules will take precedence.
- b. If The Client has entered into a Masters Service Agreement (MSA) with the Service Provider then the terms of that MSA, shall govern the services outlined in the MSA or subsequent Engagement Letter(s) instead of the terms of this agreement.

#### **15. Anti-Money Laundering**

- a. All Client Types
  - i. Please be aware that current UK money laundering regulations require us to obtain adequate "Client Due Diligence" & 'Know Your Client' information about you. We are also required to cross check you as part of the information gathering process.
  - ii. We are obliged to report to the National Crime Agency and/or Serious Fraud Office any evidence or suspicion of financial crime at the first opportunity, and we are prohibited from disclosing any such report.
  - iii. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from clients.
- b. Additional Steps for Accounting Firms Only
  - i. The Client confirms it is registered with a reputable professional body for Anti-Money Laundering monitoring and will confirm which registered body they work with upon request of Remote Professionals.
  - ii. Remote Professionals can rely on the client's Client Due Diligence & Know Your Client procedures, for all engagements which Remote Professionals assists with.
  - iii. Upon request, the client will provide all relevant Client Due Diligence & Know Your Client documentation for a period up to and including 5 years after termination of our agreement for engagements we assist with.
  - iv. The Client has a written contract with each of the clients' customers confirming that every aspect of the relationship between the client and their customers meets all anti-money laundering requirements.

#### **16. Exclusions**

- a. By working with Remote Professionals, the client confirms that they will not assign us any work whatsoever concerning:
  - i. For Audit:
    1. Public Limited Companies (PLCs)
    2. Lloyd's of London or any Lloyd's managing or members' agents
    3. Insurance companies, banks, or other financial institutions
    4. Solicitors
    5. Clients in the entertainment/sports industry
    6. Offshore companies, onshore funds, or investments
    7. Politically Exposed Persons (PEPs)
  - ii. For Non-Audit Services:
    1. Lloyd's of London or any Lloyd's managing or members' agents
    2. Insurance companies, banks, or other financial institutions
    3. Solicitors
    4. Clients in the entertainment/sports industry
    5. Offshore companies, onshore funds, or investments
    6. Politically Exposed Persons (PEPs)

#### **17. Audit Work**

- a. For all audit engagements, the client confirms that:
  - i. The client is a registered auditor.
  - ii. It is the client's responsibility to set audit testing, create materiality and complete all other audit planning related procedures.

#### **18. Services to Client Only**

- a. We confirm that the services provided to the client from Remote Professionals are to the client only and not to the customers of the client.
- b. It is the responsibility of the client to communicate with their customers at all times. Remote Professionals is not responsible for direct communication with the customers of the client.

#### **19. Conflicts of Interest**

- a. We reserve the right during our engagement with you to deliver services to other clients whose interests might compete with yours or are or may be adverse to yours. Subject to our confidentiality clause we confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting the company.
- b. If a conflict of interest should arise, either between two or more of our clients, or in the provision of multiple services to a single client, we will take such steps as are necessary to deal with the conflict. In resolving the conflict, we would be guided by our Code of Ethics, which can be viewed at <https://www.icaew.com/technical/trust-and-ethics/ethics/icaew-code-of-ethics/icaew-code-of-ethics>.
- c. If a dispute arises between the parties who own the business or who are involved in the ownership and management, it should be noted that our client is the business and we therefore would not provide information or services to one party without the permissions of all parties.

#### **20. Complaints Procedure**

- a. The Service Provider uses a prompt and robust complaints procedure which shall be used to identify any complaints raised by you. This will include but is not limited to identification of the error; review of the causes to the issues at hand & punctual resolution of the complaint raised.
- b. Should we be unable to resolve your complaint, you may also be able to refer your complaint to an alternative dispute resolution (ADR) provider to try and reach a resolution. We will provide details of an ADR provider if we cannot resolve your complaint using our internal procedures, although we reserve the right not to use the provider. This is in addition to your ability to complain to ICAEW.

#### **21. Updates to Standard Terms**

- a. Remote Professionals reserves the right to update these Standard Terms of Business from time to time. Any updates or revisions will be effective upon posting the revised terms on our website or providing notice to the client in writing.
- b. It is the client's responsibility to regularly review these Standard Terms of Business for any updates or changes. Continued use of our services after the effective date of any updates constitutes the client's acceptance of the revised terms.