

## TERMS OF ENGAGEMENT

These Standard Terms of Engagement ('Terms') apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

### 1. Services

1.1 The services which we are to provide for you are outlined on the service page of our website. Any additional services agreed via email are services we shall also provide.

1.2 A full-time package consists of 8 hours a day and a part-time package consists of 4 hours a day. Hours not used each day cannot be rolled over. It is your responsibility to ensure all hours are utilised through tasks set.

### 2. Financial

#### 2.1 Fees:

a. The monthly subscription fees which we will charge is specified before payment unless agreed otherwise. If another fee has been agreed and confirmed via email that is the monthly subscription fee you will be charged.

2.2 GST (if any): Is payable by you on our fees and charges.

2.3 Invoices: Invoices will be sent monthly.

2.4 Payment: Our fees will be automatically taken from your account on a monthly subscription. Payment of your account are payable on or before settlement date unless we otherwise agree. Invoices for other services agreed outside of the original agreement are payable within 14 days of the date of the invoice, unless alternative arrangements have been made with us.

2.5 Security: We may ask you to pre-pay amounts to us, or to provide security for our fees.

### 3. Confidentiality

3.1 We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any other person except:

- a to the extent necessary or desirable to enable us to carry out your instructions; or
- b to the extent required by law.

3.2 Confidential information concerning you will as far as practicable be made available only to those within Remoteli who are providing services for you.

3.3 We will of course, not disclose to you confidential information which we have in relation to any other client.

### 4. Termination

4.1 You may terminate our services at any time with a 30-day notice period.

### 5. Retention of files and documents

5.1 You authorise us (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for you) 6 months after our engagement ends.

## **6. Conflicts of Interest**

6.1 We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises, we will advise you of this and follow the requirements and procedures set out by Law.

## **7. Employee Poaching**

7.1 By purchasing our services, you will not attempt to poach our staff to work with you, your organisation, or any other organisation. Should this agreement be breached, you hereby agree that you will be liable to pay Remoteli £11,448 per staff member poached from Remoteli.

7.2 You agree to not work with or employ any former employee of Remoteli until 6 months after they have officially left our organisation, or you will be liable to pay Remoteli £11,448 per person you work with or employ.

## **8. General**

8.1 These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.

8.2 We are entitled to change these Terms from time to time, in which case we will send you amended Terms.

8.3 Our relationship with you is governed by United Kingdom law and have non-exclusive jurisdiction.