



TERMS AND CONDITIONS

1. DEFINITIONS

In these Terms and Conditions:

"We" means Fitzgerald and Law LLP, F&L International Ltd, taag-IT Ltd, F&L International, Inc., F&L Financial Services Ltd, F&L Legal LLP, F&L Expatriate Tax Consulting Ltd, F&L Private Client Tax Ltd, as applicable. "You" means the person or company with whom the Contract is agreed.

"Contract" means the terms of engagement that we have agreed with you to which these terms and conditions relate.

"Services" means the services we agree to provide you with under the Contract.

2. SERVICES

- 2.1 We shall provide the Services agreed with you and in doing so we shall observe Best Practice and appropriate Guidelines.
- 2.2 We shall provide services for your exclusive benefit and you agree not to disclose or supply to any other party written or verbal advice, reports or other information provided by us without our specific written agreement.

3. FEES

- 3.1 We shall charge fees on the basis set out in our proposal, contract, engagement letter or as otherwise agreed in writing.
- 3.2 From time to time we shall invoice you for Services together with any applicable VAT.
- 3.3 We may from time to time render invoices together with applicable VAT on account of or in advance of Services.
- 3.4 You agree to pay our fees within 14 days from the date of the invoice.
- 3.5 Payment of our fees from a bank based outside the UK should be made via telex transfer to our bankers and must quote our invoice details. Bank charges associated with such payments should be made by the remitting bank only.

4. F&L TERMS AND CONDITIONS

- 4.1 If you do not pay our fees within 14 days from the date of the invoice we reserve the right:
 - to charge monthly interest on the unpaid amount at 4% over the Lloyds Banking Group standard base lending rate from time to time in force.
 - to suspend the Services and any other work which we are carrying out for you.
 - to take whatever legal remedy exists in order to obtain payment.
- 4.2 If you consider the fees which we have charged are excessive or unfair, you may within a period of 14 days from the date of the bill complain in writing to us, specifying the cause of the complaint. If you do not make such complaint within 14 days of the receipt of the bill, our rights specified in 4.1 will apply.
- 4.3 If you make such complaint:
 - we shall investigate it. If we agree with you we shall make an appropriate reduction in the amount invoiced and interest will not be charged on the amount of the reduction but may be charged on the balance.
 - we shall still have the right to suspend the Services and any other work we are carrying out for you and to take whatever legal remedy exists in order to obtain payment.

5. VARIATION

Variations to the Contract shall only be effective once we have agreed them in writing with you.

6. TERMINATION

You or we may terminate the Contract in relation to Services other than as Auditor under the Companies Act at any point in time as indicated within the Contract by giving formal notice in writing. In relation to any Services performed as Registered Auditor under the Companies Act, the termination of the Contract will be in accordance with the provisions of the Act.

7. ENGLISH LAW

The Contract is governed by English Law.

THE ABOVE TERMS OF TRADE WILL APPLY UNLESS SPECIFICALLY VARIED BY A LETTER OF ENGAGEMENT