

# **STANDARD TERMS AND CONDITIONS**



**Global FDI**

## **BACKGROUND:**

Global FDI Ltd ("the service provider), all its subsidiaries provides Company Secretarial, Accounting, Administration and Compliance services to business clients. The service provider has reasonable skill, knowledge and experience in that field. These Terms and Conditions shall apply to the provision of services by the service provider to its clients.

## **1. Definitions and Interpretation**

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement"	means the agreement entered into by the Service Provider and the Client incorporating these Terms and Conditions (or variation thereof agreed upon by both Parties) which shall govern provision of the Services;
"Affiliate"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
"DPA"	means the Data Protection Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
"Client"	means the party procuring the Services from the Service Provider who shall be identified in the Agreement;
"Commencement Date"	means the date on which provision of the Services will commence, as defined in the Agreement;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Fees"	means any and all sums due under the Agreement from the Client to the Service Provider, as specified in the Agreement;
"Services"	means the services to be provided by the Service Provider to the Client in accordance with Clause 2 of the Agreement, as fully defined in the Agreement, and subject to the terms and conditions of the Agreement;
"Term"	means the term of the Agreement as defined therein;
"Fraud"	means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown;
"Month"	means calendar month;
"KYC"	means Know Your Customer (Security measures used by banks and other institutions to control money laundering and other activities);

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
- 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions or to a Clause of the Agreement, as appropriate; and
- 1.2.5 a "Party" or the "Parties" refer to the parties to the Agreement.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

## **2. Provision of the Services**

2.1 With effect from the Commencement Date, The service provider shall, throughout the Term of the Agreement, provide the Services to the Client in accordance with the Service Agreement.

2.2 The service provider shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Agreement.

2.3 The service provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

2.4 The service provider reserves the right to inspect the contents of all mail received, whether by the postal service, courier or other means, on behalf of the Client.

2.5 The service provider shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.

2.6 All instructions or requests concerning any company sold or formed shall be given by the Client in writing to the service provider. This shall include instructions delivered by email from a director or senior executive or any person authorised by the Client, using their professional email address, but not an email address in the public domain including Google Gmail or Hotmail unless previously stated as the clients main email address. Documents may be signed digitally using a generally accepted secure signature system such as Adobe or a government based system.

2.7 All communication to the client from the service provider will be deemed delivered if sent to the designated postal or email address provided by the client.

## **3. Client's Obligations**

3.1 The Client shall use all reasonable endeavours to provide all relevant information to the service provider that is necessary for the service provider's provision of the Services.

3.2 The Client may, from time to time, issue reasonable instructions to the service provider in relation to the service provider's provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Agreement.

3.3 The client is obliged to provide the service provider with up to date Due Diligence and KYC information prior to the commencement of company formations or when such detail is amended. The service provider is obliged to hold Due Diligence and KYC information on file for each of such companies sold or incorporated.

3.4 In the event that the service provider requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.

3.5 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).

- 3.6 The Client shall not involve any incorporated company in any activity related to money laundering, terrorist financing, arms trading, online gaming, pornography or other immoral or unlawful act. The service provider shall not be responsible for any unlawful act or undertaking in which any such company engages or has been engaged.
- 3.7 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of Clause 3 of the Agreement shall not be the responsibility or fault of the service provider.

#### **4. Fees and Payments**

- 4.1 The Client accepts the service provider services and Standard Service Terms and Conditions of business by payment of the first monthly administration fee or payment of the company incorporation fees whichever is received first.
- 4.2 The Client shall pay the Fees to The service provider in accordance with the provisions of the Agreement.
- 4.3 The service provider shall invoice the Client for Fees due in accordance with the provisions of the Agreement including any incurred charges in respect of the receipt and forwarding of mail or any postage and/or courier fees, and any other disbursements incurred.
- 4.4 The service provider reserves the right to increase the Client's fees at any time after the annual review date or the Clients change in status, by giving a minimum of two weeks' notice in writing stating the increase and the date it shall be effective.
- 4.5 The service provider reserves the right to charge to the Client any additional collection costs, including internal costs and collection agent costs, for any default or delay in payment of invoices.
- 4.6 The Client accepts that delays, in opening bank accounts, registrations with government authorities cause by third party actions, non-supply of required documents by the Client or delays caused by the government authorities shall not give rise to a delay in the commencement of the chargeable services offered.
- 4.7 All payments required to be made pursuant to the Agreement by either Party shall be made within fifteen Days of receipt by that Party of the relevant invoice.
- 4.8 The Client, on receipt of the monthly invoices, is required to inform the service provider within ten business days of any disputes or clarification of services prior to payment. Where no dispute has been communicated the full amount of the invoice shall be deemed payable and become due and payable in accordance with the Terms of the Agreement.
- 4.9 All payments required to be made pursuant to the Agreement by either Party shall be made in Pounds Sterling, net of any and all applicable bank charges, and in cleared funds to such bank as the receiving Party may nominate from time to time.
- 4.10 Where any payment pursuant to the Agreement is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.
- 4.11 Without prejudice to sub-Clause 8.4.1 of the Agreement, any sums which remain unpaid following the expiry of the period set out in sub-Clause 4.7 of the Agreement shall incur interest of 12% per annum from the payment due date until payment is made in full of any such outstanding sums.
- 4.12 The Client's payment and liability to the service provider shall not be subject to receipt of any third party payment by the client. Accordingly any default in receipt by any third party to the Client is a matter for the Client and shall not affect or postpone the Client's payment and liability to the service provider.
- 4.13 The service provider shall provide the Client in the monthly invoice a general description of Services undertaken each month. The service provider shall provide greater detail of the charges upon request as defined in 4.8, the lack of such detail shall not be construed as a reason for non-payment of the relevant invoice(s).
- 4.14 If the Client's incorporated company is dissolved or the service provider provision of services cease within the first twelve months following appointment of the service provider services the remaining fees due for the minimum period shall be payable within 30 days of the invoice and is addition to the dissolution fee payable. On instruction from the Client to dissolve the company the first month following notice or instruction will be subject to the service provider standard fees and any remaining months will be charged at the inactive/dormant tariff.
- 4.15 The service provider reserves the right to charge a dissolution fee upon request from the Client to dissolve the company. Any requests from the Client to cease activities of an incorporated company the service provider Group reserves the right to charge the agreed administration fees according to the Client's dormant/inactive period tariff in accordance with the Agreement.

#### **5. Liability, Indemnity and Insurance**

- 5.1 The service provider shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance.
- 5.2 In the event that the service provider fails to perform the Services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the Client.
- 5.3 The service provider shall not be liable for any loss or damage suffered by the Client that results from non-receipt of instructions from the Client or the Client's failure to follow any instructions given by the service provider.
- 5.4 The Client shall indemnify the service provider against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by The service provider) caused by the Client or its agents or employees.
- 5.5 Neither Party shall be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.
- 5.6 The Client shall indemnify and hold the service provider and its affiliates, its affiliates' directors, employees and agents harmless from all claims, actions, costs, expenses including legal fees arising from any breach of the terms and conditions.

#### **6. Confidentiality**

- 6.1 Each Party undertakes that, except as provided by sub-Clause 6.2 of the Agreement or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement and for two years after its termination:
- 6.1.1 keep confidential all Confidential Information;
  - 6.1.2 not disclose any Confidential Information to any other party;
  - 6.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
  - 6.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
  - 6.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 6.1.1 to 6.1.4 of the Agreement.
- 6.2 Either Party may:
- 6.2.1 disclose any Confidential Information to:
    - 6.2.1.1 any sub-contractor or supplier of that Party;
    - 6.2.1.2 any governmental or other authority or regulatory body; or

- 6.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies; to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 6.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of Clause 6 of the Agreement, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
- 6.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.
- 6.3 The provisions of Clause 6 of the Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

## **7. Force Majeure**

- 7.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet The service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

## **8. Term and Termination**

- 8.1 The Agreement shall come into force on the agreed Commencement Date and shall continue for a defined Term from that date, subject to the provisions of Clause 8 of the Agreement.
- 8.2 All services offered by the service provider to the Client are subject to a minimum term of twelve calendar months specified in sub-clause 8.1 and will automatically be renewed each year for an additional twelve calendar months.
- 8.3 Either Party may terminate the Agreement by giving to the other not less than two months written notice, to expire on or at any time after the minimum term of the Agreement specified in Clause 8.
- 8.4 Either Party may immediately suspend the provision of services or terminate the Agreement by giving written notice to the other Party if:
- 8.4.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 30 Business Days of the due date for payment;
- 8.4.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 30 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
- 8.4.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
- 8.4.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
- 8.4.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
- 8.4.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
- 8.4.7 the other Party ceases, or threatens to cease, to carry on business; or
- 8.4.8 control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of Clause 8, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 8.5 For the purposes of sub-Clause 8.4.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 8.6 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

## **9. Effects of Termination**

Upon the termination of the Agreement for any reason:

- 9.1 any sum owing by either Party to the other under any of the provisions of the Agreement including all interest and other applicable charges shall become immediately due and payable;
- 9.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 9.3 subject as provided in Clause 9 of the Agreement and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 9.4 each Party shall (except to the extent referred to in Clause 6 of the Agreement) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.
- 9.5 the Client will pay the appropriate transfer fees for the transfer of the agreed accounting, employment and company information to any alternative supplier of accounting and administrative services to details previously advised to the service provider.
10. No Waiver
- 10.1 No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

## **11. Further Assurance**

- 11.1 Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

## **12. Costs**

- 12.1 Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

### **13. Set-Off**

13.1 Neither Party shall be entitled to set-off any sums in any manner from payments due nor sums received in respect of any claim under the Agreement or any other agreement at any time.

### **14. Assignment and Sub-Contracting**

14.1 The service provider shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the service provider.

### **15. Relationship of the Parties**

15.1 Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

### **16. Non-Solicitation**

16.1 Neither Party shall, for the Term of the Agreement and for a defined period (which shall be defined in the Agreement) after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Agreement.

16.2 Neither Party shall, for the Term of the Agreement and for a defined period (which shall be defined in the Agreement) after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party.

### **17. Third Party Rights**

17.1 No part of the Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

17.2 Subject to Clause 18 of the Agreement, the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

### **18. Notices**

18.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

18.2 Notices shall be deemed to have been duly given:

18.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

18.2.2 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

18.2.3 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

18.2.4 on the date and time recorded for the emission of an email to the email address supplied by the Other party

In each case notices shall be addressed to the most recent address or e-mail address notified to the other Party.

### **19. Entire Agreement**

19.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

19.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

### **20. Severance**

20.1 In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

### **21. Dispute Resolution**

21.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

21.2 If negotiations under sub-Clause 21.1 of the Agreement do not resolve the matter within fourteen days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.

21.3 If the ADR procedure under sub-Clause 21.2 of the Agreement does not resolve the matter within fourteen days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

21.4 The seat of the arbitration under sub-Clause 21.3 of the Agreement shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.

21.5 Nothing in Clause 24 of the Agreement shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.

21.6 The decision and outcome of the final method of dispute resolution under Clause 21 of the Agreement shall not be final and binding on both Parties.

### **22. Law and Jurisdiction**

22.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

22.2 Subject to the provisions of Clause 22 of the Agreement, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales



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