

TERMS AND CONDITIONS FOR SERVICES

1. Definitions

In this Agreement:

“Agreement” means these Terms together with any signed Statement of Work (“SOW”).

“Client” means the entity identified in the SOW.

“3ACompliance” means 3A Compliance Limited.

“Services” means the audit and consultancy services set out in the SOW.

“Deliverables” means all reports, analyses, and materials created for the Client.

“Fees” means the charges payable to 3ACompliance under each SOW.

“Commencement Date” means the start date stated in the SOW.

“Confidential Information” means information designated as confidential or that reasonably should be understood to be confidential.

“Intellectual Property Rights” means all proprietary rights including copyright, trade secrets, and know-how.

2. Appointment and Term

2.1 This Agreement begins on the Commencement Date and continues until completion of the Services or termination under Clause 10.

2.2 Each signed SOW forms part of this Agreement. If there is any inconsistency, the SOW prevails.

2.3 No Services will commence until the SOW is executed by both parties.

3. Provision of Services

3.1 3ACompliance shall perform the Services with reasonable care, skill, and in accordance with applicable laws.

3.2 Any changes to scope or timing must be agreed in writing and may incur additional Fees.

3.3 The Client acknowledges that 3ACompliance relies on information provided by the Client and its agencies and is not responsible for inaccuracies in that information.

4. Client Responsibilities

The Client shall:

(a) Provide all necessary access, data, and materials to enable 3ACompliance to deliver the

Services;

- (b) Ensure information supplied is accurate and complete;
- (c) Obtain any consents or licences required to share information; and
- (d) Pay all Fees in accordance with Clause 5.

Delays or omissions by the Client may result in additional costs or revised timelines.

5. Fees and Payment

5.1 Fees are as set out in the SOW. Unless otherwise stated:

- 50% is payable on signing the SOW;
- 50% upon delivery of the final report.

5.2 All invoices are payable within 30 days of the invoice date.

5.3 Late payments may accrue interest at 2% above the Bank of England base rate.

5.4 Fees exclude reasonable travel, subsistence, and third-party costs, which will be charged at cost.

5.5 Fees are exclusive of VAT and other applicable taxes.

5.6 If the Client cancels a SOW without cause, all Fees committed or incurred to date remain payable.

6. Intellectual Property

6.1 3A Compliance retains ownership of all pre-existing materials, methodologies, and know-how.

6.2 Upon full payment, the Client receives a non-exclusive, non-transferable licence to use the Deliverables solely for its internal business purposes.

6.3 The Client shall not distribute or disclose Deliverables to third parties without 3A Compliance's written consent, except to agencies directly involved in the audited relationship and subject to confidentiality obligations.

7. Confidentiality

7.1 Each party shall keep the other's Confidential Information secure and use it only for performing this Agreement.

7.2 Confidential Information excludes information that is public, already known, lawfully received from a third party, or required by law to be disclosed.

7.3 These obligations survive termination.

8. Liability

8.1 Nothing limits either party's liability for death, personal injury, fraud, or any liability that cannot be excluded by law.

8.2 3A Compliance's total liability under any SOW shall not exceed the total Fees paid under that SOW.

8.3 Neither party shall be liable for indirect or consequential losses, including loss of profit or business.

9. Data Protection

3A Compliance does not require or process personal data beyond standard business contact details unless expressly agreed in writing. The Client shall not provide personal data without prior written consent.

10. Termination

10.1 Either party may terminate this Agreement or any SOW immediately by written notice if the other party:

- (a) commits a material breach not remedied within 30 days of notice; or
- (b) becomes insolvent or ceases business.

10.2 On termination, the Client shall immediately pay all outstanding Fees and expenses.

10.3 Clauses 6–9, 11, and 12 shall survive termination.

11. Non-Solicitation

Neither party shall solicit or employ personnel of the other involved in the Services during the Term or for six months thereafter, except via public recruitment.

12. General

12.1 Neither party may assign this Agreement without the other's written consent (not unreasonably withheld).

12.2 Delay or failure to enforce any provision shall not constitute a waiver.

12.3 Amendments must be in writing and signed by both parties.

12.4 If any provision is invalid, the remainder shall continue in full force.

12.5 Nothing creates a partnership or agency relationship between the parties.

12.6 This Agreement is governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.

Schedule – Statement of Work (SOW)

Each SOW shall include:

- Description of Services and Deliverables
- Duration and milestones
- Fees, payment terms, and expenses
- Specific data requirements or access needs
- Any additional terms

Signed for and on behalf of:

3A Compliance Limited _____ Date: _____

Client _____ Date: _____