

General Terms of Business

The General Terms of Business ("General Terms") apply to the delivery of service by ZR Consultants Ltd ("ZR Consultants") to a client pursuant to the letter detailing the General Terms and engagement ('Engagement Letter').

Definitions

Services means the services to be delivered by us pursuant to the Engagement Letter or consultant resources provided to deliver a specific engagement.

ZR Consultants or **we** (or derivatives) means the ZR contracting party as provided in the Engagement Letter.

Engagement Team means ZR teams involved in delivering the Services. This must not be taken to include corporate bodies.

you (and derivatives) means the client or addressee (or addressees) of the Engagement Letter.

Services Contract means the contract formed by the Engagement Letter and these General Terms, together with any appended other terms specified and applicable to the Services ("**Additional Terms**").

ZR Persons means the ZR Consultants contracting party, each and all of our partners or directors, employees and agents, together with any other body associated with us and each and all of its partners, directors, employees and agents and "**ZR Person**" shall mean any one of them.

agents (when referable to ZR Consultants) means persons whom we authorise to act on our behalf or our employees, and for whose conduct we accept responsibility, in connection with the Services.

Other Beneficiaries means any person or organisation identified in and for whom you sign the Engagement Letter (other than you) as a beneficiary of the Services or any product thereof.

Our responsibilities

1. The accompanied Engagement Letter will outline the services contractually agreed and to be delivered by ZR Consultants.
2. In the event that consultants are provided as resources only then the Engagement letter will be substituted with a similar communication confirming rates and period of service
3. We shall endeavour to deliver the agreed services with reasonable skill and care.
4. Upon agreement of the terms of service, we will form an engagement team for performance of the contract.
5. Any sensitive information obtained concerning your business or business affairs (**Confidential Information**) will be protected and not be disclosed beyond our Engagement Team, unless you provide the requisite authorisation, which we will obtain in writing. We shall preserve the confidentiality of your confidential information and comply with any statutory obligations subjected upon us by English Law. We shall be equally entitled to comply with any requirements of the English Law to disclose Confidential information. Information relating to you, to our relationship with you, and to the Services, including Confidential Information, may be shared by us with Other ZR Persons, and may be accessed by other parties who facilitate the administration or support our business function.
6. For the purposes of marketing or publicising or selling our services we may disclose on our website, our material, during communication or any other method of disclosure, to our prospective or past client of that we have performed work (including the Services) for you, in which event we may

identify you by your name and we may indicate only the general nature or category of such work (or of the Services) and any details which have properly entered the public domain.

7. Any product of the Services in any form or medium shall be supplied by ZR for your benefit and information only. It shall not be copied, referred to or disclosed by you, in whole (save for your own internal purposes) or in part, unless required by a competent authority body, which will occur by putting us on notice. You shall not quote our name or reproduce our logo in any form without our prior written consent.

Ownership

8. We shall retain ownership of the copyright and all other intellectual property rights in the product we supply to you pursuant to our contract of service, whether oral or tangible, and ownership of our working papers. You shall acquire ownership of any product of the Services in its tangible form on payment of our Charges. For the purposes of delivering services to you or other clients, ZR, the Engagement Team and Other ZR Persons shall be entitled to use, develop or share with each other knowledge, experience and skills of general application gained through delivering our contract of service.

Our charges

9. We shall render invoices in respect of the Services comprising fees, outlays and VAT thereon (where appropriate), plus any overseas taxes that might be payable thereon or deductible therefrom ("**Our Charges**"). Details of our Charges and any special payment terms shall be set out in the Engagement Letter. Our fees shall be based on the degree of responsibility of Engagement Team members involved in delivering the Services, their skill and experience, and time spent by them and the nature and complexity of the Services. Outlays include both directly incurred costs and an amount, equal to 2.5% of the value of time, to cover incidental expenses. Our Charges may differ from any prior estimates or quotations.
10. In return for the delivery of the Services by us, you shall pay our Charges on presentation of our invoice or at such other time as may be specified in the Engagement Letter.
11. We may charge interest on any outstanding balances at the statutory rate of 8% per annum from time to time in force (this rate applying after as well as before any court award or judgement in our favour in respect of outstanding balances).
12. If the Services Contract is terminated or suspended, we shall be entitled to payment for outlays incurred and to payment of fees for Services performed, plus VAT thereon (where appropriate). Our fees shall in this event be calculated by reference to our hourly rates at the time of performance of the Services.
13. Where there is more than one party on the Engagement Letter, unless the Engagement Letter provides otherwise, all named parties shall be jointly and severally liable to pay our Charges in full separately and together as a group.
14. If we are required by any court or regulatory body in any proceedings or forum to provide information or to produce documents relating in any way to the Services, you shall pay our costs incurred in preparing for and responding to any such requirement at our standard rates applicable at the time of responding, together with outlays including legal expenses, and VAT thereon (where appropriate).

Your responsibilities

15. Where there is more than one of you, this clause applies to each of you separately and not collectively. Notwithstanding our duties and responsibilities in relation to the Services, you shall retain responsibility and accountability for managing your affairs, deciding on what to do after receiving any product of the Services, implementing any advice or recommendations provided by us, and realising any benefits requiring activity by you.

16. Where we are required to perform our services at your premises or using your computer systems or telephone networks, you shall ensure that all necessary arrangements are made for access, security procedures, virus checks, facilities, licences or consents (without cost to us).
17. You shall not, directly or indirectly, solicit the employment of any of our partners, directors, employees, or agents involved in performing the Services, during performance or for a period of 6 months following their completion or following termination of the Services Contract, without our prior written consent. This prohibition shall not prevent you at any time from running recruitment advertising campaigns nor from offering employment to any of our partners, directors or employees who may respond to any such campaign. In the event you wish to employ any of the above then you agree to obtain written consent from the CEO and agree to pay a fee of 30% of the remuneration package offered to our ZR Person.

The Contract of Service

18. The Services Contract sets out the entire agreement. Without affecting ZR Consultant's responsibilities for other services it is engaged to perform on terms agreed separately in writing, the Contract of Service supersedes and relieves you and ZR Consultant's from liability (if any) that might otherwise arise for any prior agreements, understandings, arrangements, statements or representations (unless made fraudulently) as to any facts or matters relating to you or to ZR Consultants or the Services. Any modifications or variations to the Services Contract must be in writing and signed by each of us. If there is any inconsistency between the Engagement Letter and any other elements of the Services Contract, the Engagement Letter shall prevail. If there is any inconsistency between these General Terms and Conditions and Additional Terms that may apply, the Additional Terms shall prevail.

Third party rights

19. Save where the Contract of Service confers benefits on ZR Consultants who are not the ZR Consultant's contracting party, no-one shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of the Services Contract. We and you may rescind or vary the Services Contract without anyone else's consent. Other Beneficiaries (if any) shall acquire rights under the Contract of Service through signature by the addressee of the Engagement Letter on their behalf.

Force Majure

20. Neither we nor you shall be in breach of our contractual obligations or incur any liability to the other if we or you are unable to comply with the Services Contract as a result of any cause beyond our or your reasonable control. In the event of any such occurrence affecting one of us, that one shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the operation of the Services Contract on notice taking effect immediately on delivery.

Limitations on our liability

21. Our liability in connection with the Contract and the Services shall be limited in accordance with this clause. In the particular circumstances of the Services set out in the Engagement Letter and subject to **clause 34** and **clause 35** below,
 - the aggregate liability to you and to Other Beneficiaries of each and all ZR Consultants,
 - in contract or tort or under statute or otherwise,
 - for any loss or damage suffered by you (or by any such other party) arising from or in connection with the Services or the Services Contract,
 - however the loss or damage is caused, including if caused by our negligence but not if caused by our fraud or other deliberate breach of duty, shall be limited to the amount specified in the Engagement Letter (if applicable)

22. Where there is more than one beneficiary of the Services ("Beneficiary") the limitation on our liability agreed under clause 21 to each Beneficiary shall be apportioned by them amongst them. No Beneficiary shall dispute or challenge the validity, enforceability or operation of clause 21 on the ground that no such apportionment has been so agreed or that the agreed share of the limitation amount apportioned to any Beneficiary is unreasonably low. In this clause, "Beneficiary" shall include you and Other Beneficiaries.
23. Subject always to the aggregate limitation on our liability in clause 21 above, our liability shall in aggregate be limited to that proportion of the total loss or damage, after taking into account contributory negligence (if any), which is just and equitable having regard to the extent of our responsibility for the loss or damage concerned, and the extent of responsibility of any other person also responsible or potentially responsible ("Other Person"). In order to calculate the proportionate share of our liability, no account shall be taken of any matter affecting the possibility of recovering compensation from any Other Person, including the Other Person having ceased to exist, having ceased to be liable, having an agreed limit on its liability or being impecunious or for other reasons unable to pay, and full account shall be taken of the responsibility to be attributed to any Other Person whether or not it is before the competent court as a party to the proceedings or as a witness.
24. We accept the benefit of the limitations in clauses 21, 22 and 23 above on our own behalf and in so doing we confer benefits on all ZR Persons involved in delivering the Services.
25. Any parts of the Services Contract which do or may exclude or limit our liability in any respects shall not apply beyond the extent permitted by law.

Waiver, assignment and sub-contractors

26. Failure to exercise or enforce any rights shall not amount to a waiver of such rights.
27. No-one shall have the right to assign the benefit (or transfer the burden) of the Contract of Service to another party.
28. Subject to clauses 2 and 4, we shall have the right to appoint sub-contractors to assist us in delivering the Services. Where we appoint sub-contractors under this clause, we may share Confidential Information with them and for all purposes in connection with the Contract of Service we shall accept responsibility for their activities which shall form part of the Services.

Termination

29. Each of us can terminate the Contract of Service or suspend its operation by giving 30 days' prior notice in writing to the other at any time. Termination or suspension under this clause shall not affect any rights that may have accrued for either of us before termination or suspension and all sums due to us shall become payable in full when termination or suspension takes effect.
30. Any part of these General Terms which by its nature or implicitly or to give effect to its purpose is to continue in force after expiry or termination of the Contract of Service shall survive, such as (for example) restrictions on use or confidentiality or terms protecting against liability.

Notices

31. Any notice under the Contract of Service shall be given in writing and delivered by pre-paid first-class post (or pre-paid overseas equivalent) to or left at our respective addresses appearing in the Engagement Letter (or such other address as may be notified in writing). Notices delivered by post shall be deemed to have arrived, where posted from and to addresses in the UK, on the

second working day and where posted from or to addresses overseas, on the tenth working day, following the date of posting.

Severability

32. Each clause or term of the Contract of Service constitutes a separate and independent provision. If any provisions of the Services Contract are judged by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.

Capacity

32. You agree to and accept the provisions of the Services Contract on your own behalf and as agent for Other Beneficiaries. You shall procure that any Other Beneficiaries shall act as if they had each signed a copy of the Engagement Letter and agreed to be bound by the Services Contract. However, you alone shall be responsible for payment of our Charges.
33. We accept your agreement to and acceptance of the terms of the Services Contract (save for clauses 22, 23 and 24 above) on our own behalf and in so doing we confer benefits on all ZR Consultants Persons.

Regulated activities

34. Where the Services (or part of the Services) amount to “regulated activities” under the Financial Services and Markets Act 2000, or activity that is regulated by the Solicitors Regulation Authority, we shall inform you and set out the implications in the Engagement Letter or elsewhere in writing and Additional Terms shall apply.

Information

35. To enable us to perform the Services, you shall supply promptly all information and assistance and all access to documentation in your possession, custody or under your control and to personnel under your control where required by us. You shall use your best endeavours to procure these supplies where not in your possession or custody or under your control. You shall inform us of any information or developments which may come to your attention and which might have a bearing on the Services. You shall supply information in response to our enquiries (if any) to enable us to comply with our statutory responsibilities to make disclosures to relevant authorities in respect of money laundering and any other criminal activity that we may encounter during performance of the Services and any such disclosures may include Confidential Information.
36. We may rely on any instructions, requests or information supplied, orally or in writing, by any person whom we believe to be authorised by you to communicate with us for such purposes. We may communicate with you by electronic mail where any such person wishes us to do so, on the basis that in consenting to this method of communication you accept the inherent risks, that to the extent permitted by law we may intercept such communications in order to monitor them for internal compliance or other statutory purposes, and that you shall perform virus checks. We may at your request send documents to an electronic storage facility hosted or controlled by you or at your direction, in which event you shall be responsible for security and confidentiality at such facility.
37. We may receive information from you or from other sources in the course of delivering the Services. To the fullest extent permitted by law, we shall not be liable to you for any loss or damage suffered by you arising from fraud, misrepresentation, withholding of information material or relevant to the Services or required by us, or other default relating to such information, whether on your part or that of the other information sources, unless such fraud, misrepresentation, withholding or such other default is evident to us without further enquiry.

Knowledge and conflicts

38. The Engagement Team shall not be required, expected or deemed to have knowledge of any information known to Other ZR Persons which is not known to the Engagement Team.
39. The Engagement Team shall not be required to make use of or to disclose to you any information, whether known to them personally or known to other ZR Persons, which is confidential to another client.
40. ZR Persons may be delivering services to, or be approached to deliver services to, another party or parties who has or have interests which compete or conflict with yours (a “Conflicting Party” or “Conflicting Parties”).
41. ZR Persons are and shall remain free to deliver services to Conflicting Parties, except that where the interests of the Conflicting Party conflict with yours specifically and directly in relation to the subject matter of the Services: the Engagement Team shall not deliver services to the Conflicting Party; and Other ZR Persons may only deliver services to the Conflicting Party where appropriate Barriers are put in place. The effective operation of such Barriers shall constitute sufficient steps to avoid any real risk of a breach of our duty of confidence to you.
42. We seek to identify Conflicting Parties in the circumstances. If you know or become aware that a ZR Person is advising or proposing to advise such a Conflicting Party, you shall inform us promptly.
43. Where a party has engaged us to deliver services before you have done so and subsequently circumstances change, we may consider that, even with Barriers operating, your interests are likely to be prejudiced and we may not be satisfied that the situation can be managed. In that event we may have to terminate the Services Contract and we shall be entitled to do so on notice taking effect immediately on delivery but we shall consult you before we take that step.