

Terms of Business – Kombat Consulting Limited



1. These terms

- 1.1 These are the terms and conditions ("**Terms**") on which we will provide services to you, as our client, unless we have agreed in writing to specific variations to them. Together with any letter of engagement provided by us in relation to any particular instructions, these Terms form the entire contract under which we provide services.
- 1.2 Please read these Terms carefully before you confirm your engagement with us. These Terms tell you who we are, how we will provide services to you, how you and we may change or end the engagement, what to do if there is a problem and other important information. If you wish to discuss any of these Terms, please contact us.
- 1.3 We may amend and vary these Terms from time to time, including during the provision of our services to you, without your prior consent. You shall be bound by any amendment or variation to these Terms as and when a copy of the revised document becomes available for inspection at our address stated below. These Terms shall not be capable of variation or amendment orally or by course of conduct.
- 1.4 Where we act for you on more than one matter we shall not be required to provide these terms to you in respect of each new matter.

2. Information about us and how to contact us

- 2.1 We are Kombat Consulting Limited, a company incorporated in Guernsey. Our company registration number is 68924 and our registered office is at Barbancourt, 11 Le Clos Galliotte, Icart Road, St Martins, Guernsey GY4 6JD.
- 2.2 You can contact us by telephone at 07781 429 385 or by writing to us at our registered office or info@kombatconsulting.com. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 2.3 When we use the words "writing" or "written" in these terms, this includes emails.

3. Instructions

- 3.1 We will be entitled to assume, unless and until advised to the contrary, that whoever gives us instructions has authority to do so.

- 3.2 We usually require you to give or confirm instructions to us in writing. Where we set out our understanding of the work that we are required to undertake, whether in a letter of engagement or in our preliminary advice or otherwise, you should contact us immediately if disagree with our understanding of the services to be provided.
- 3.3 We shall not be responsible for any loss or damage or costs or expenses that you may suffer or incur as a result of the inaccuracy or incomplete nature of instructions that you give us or that are purportedly given by you or on your behalf.
- 3.4 Our services will be provided in the utmost good faith. All lawful and reasonable instructions will be carried out diligently, promptly and with reasonable skill and care.

4. Information requests

- 4.1 Our performance of our services is dependent upon you providing us with such information and assistance as we may reasonably require from time to time. You are responsible for providing in good time any instructions that we may need in order to progress the matter.
- 4.2 Prior to the acceptance of instructions, or during the course of a matter, we may ask you to provide information or evidence to confirm your identity, in accordance with our anti-money laundering and countering terrorist financing policies. We may also seek information about other matters including source of funds. If we are not provided with such information as we reasonably require to enable us to comply with our policies, we may decline instructions, cease to act for you or terminate our contract with you.

5. Data protection

- 5.1 In this paragraph 5, "**Data Protection Laws**" means the Data Protection (Bailiwick of Guernsey) Law 2017 and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and any other legislation regarding personal data which may become applicable to us, and in each case any national implementing laws, regulations and secondary legislation and any successor legislation thereto. The terms "**personal data**", "**sensitive personal data**" and "**processing**" shall have the meanings ascribed to them in Data Protection Laws (where applicable).
- 5.2 We shall (a) act in accordance with the requirements of the Data Protection Laws to the extent that they apply in respect of our activities and (b) maintain such notifications with any relevant authorities as may be required under any Data Protection Laws.
- 5.3 We shall not use any personal data or privileged or confidential information relating to you or to any matter handled by us on your behalf ("**Information**"), unless and except if (a) it is for the purposes of performing our obligations under these Terms, (b) such use is permitted under these Terms, (c) we otherwise have your prior written consent to do so, (d) we consider it appropriate in the proper conduct of the matter, (e) such Information is already in the

public domain or (f) we are required or permitted to do so by law, or by the rules of a professional body with jurisdiction over us, or by a governmental, judicial or regulatory authority.

- 5.4 We may collect, use and process Information in accordance with such privacy notice as we may publish from time to time on our website (at www.kombitconsulting.com) or otherwise provided to you (the "**Privacy Notice**") including for or in connection with, amongst other things (i) the provision of our services to you and any purpose ancillary to the provision of our services and/or (ii) otherwise in connection with our business (including, without limitation in connection with marketing, business development and generation of reports and accounts).
- 5.5 We may disclose Information to (i) credit reference or fraud prevention agencies, which may retain a record of the Information disclosed to it, (ii) other professional advisers instructed by you or on your behalf, (iii) service providers that provide services to us (including, without limitation, our insurers, auditors and advisers), (v) individuals within your organisation or group, if any, and (vi) to third parties for marketing purposes and/or business development purposes where specifically permitted under these Terms or where you have provided prior written authorisation for such disclosure. We shall not, however, disclose personal data to any third party or allow any third party to use such data other than in compliance with the Data Protection Laws and the conditions stated in this paragraph 5.
- 5.6 Prior to disclosing (or authorising the disclosure) of any Information to us, you must ensure that you have a lawful basis for the purposes of the Data Protection Laws to make (or authorise) such disclosure to us. For the purposes of this paragraph 5, "lawful basis" may include, amongst other things, but is not limited to obtaining all and any necessary consents in order to enable the lawful processing of the personal data, and for ensuring that a record of any such consents is maintained. If any relevant consent is revoked by a data subject, (a) you must promptly communicate the fact of such revocation to us and (b) we shall not be liable for any additional costs, claims or expenses arising from any disruption or delay to any of our services as a result of the withdrawal of such consent.
- 5.7 You shall comply in all respects with all the Data Protection Laws which are applicable to you in performing your obligations under or pursuant to these Terms and in connection with the work we undertake for you and shall, in particular (and shall ensure that your directors, employees, agents and affiliates shall), (a) comply with applicable Data Protection Laws in relation to any personal data that is processed by us in connection with the work we undertake for you and (b) where required, bring the Privacy Notice to the attention of any data subjects on whose behalf or account you may act or whose personal data will be disclosed to any person by virtue of the work we undertake for you, including any of your directors, employees, agents, affiliates, advisers, representatives, office holders, or beneficial owners.

6. Selection and engagement of professional persons

- 6.1 If we are responsible for the selection and engagement of any professional persons to provide advice or assistance, or to act on your behalf, such professional persons will be engaged by us as your agent and you will be responsible for their charges, in addition to ours. We shall not be responsible for any act or omission of such other professional persons.

7. Regulated services

- 7.1 We are not, and are not currently required to be, registered or regulated in Guernsey or elsewhere.

8. Basis of charges

- 8.1 The fees that apply to our work are determined, in the first instance, by reference to the agreed levels of fees between us and you in an engagement letter or otherwise. No Value Added Tax or other tax will be applied in respect of our services.
- 8.2 We shall, on request, provide an estimate of our likely fees in any matter. Estimates are always provided on the strict understanding that they are subject to revision and do not constitute a commitment by us to carry out the work at the estimated fee. Where fee quotations are provided, these constitute a proposal by us to carry out specified work for a stated fee. The fee quotation will detail the specified work and any assumptions or bases on which the quotation is provided. If we are requested or required to carry out additional work as a consequence of circumstances not disclosed to us or not foreseen by you or us, then we shall be entitled to raise an additional fee for such work.
- 8.3 Payment of fees is due upon presentation of our invoice unless we shall have otherwise agreed in writing. Unless otherwise agreed by us, our fees will be invoiced in Sterling. We reserve the right to charge interest on unpaid invoices, such interest to be compounded quarterly from the date of the invoice to the date of payment, accrued daily at a rate of 2 percentage points per annum above The Bank of England base rate from time to time.

9. Limitation of our liability

- 9.1 Our aggregate liability in contract or tort (including negligence) or under statute or otherwise, for any loss (including direct loss and indirect or consequential loss and including loss of business or profits), liability or damage suffered by you or any other person that may arise from or in connection with our services, shall be limited:
- (a) to that proportion of such loss, liability or damage suffered by you or any other such person after taking into account any contributory act or omission (including any contributory negligence) of you or any other such person, respectively and any amount which you or any other such person, respectively, would have been entitled to recover

from any other adviser or party in the absence of any exclusion or limitation of liability agreed with such adviser or party; and

- (b) to the amount specified by us in any letter of engagement from us to you or to any person acting on your behalf, in relation to those services, or, if no amount is so specified, to an amount not exceeding the amount of our fees which have been paid in respect of such services in the previous 12-month period.

9.2 Any claim made by you or any other person in respect of any loss (including direct loss and indirect or consequential loss and including loss of business or profits), liability or damage arising from or in connection with our services, whether in contract or tort (including negligence) or under statute or otherwise, must be made:

- (a) where those services have been delivered, within three years of the date on which the work giving rise to the claim was performed; and
- (b) if those services have been terminated, within three years of the date of termination (subject to (a) above),

and in either of these cases that shall be the date when the earliest cause of action (in contract or tort (including negligence) or under statute or otherwise) shall be deemed to have accrued in respect of the relevant claim. For the purposes of this paragraph, a claim shall be made when court or other dispute resolution proceedings are served on us.

9.3 Nothing in these Terms shall limit or exclude any liability that cannot lawfully be limited or excluded, including liability for fraud or fraudulent misrepresentation.

10. Termination / cessation

10.1 We expect to continue to act in any matter on which we accept instructions until the matter is completed. You may, however, terminate our contract with you at any time by written notice to us. We may also terminate our contract with you at any time by written notice to you, but shall not normally do so, save in accordance with these Terms, unless we consider that for any reason we should not continue to provide our services to you.

10.2 Where we cease to act for you (including on termination of our contract with you, regardless of who terminates it), (a) our duty of care to you under our contract with you or any other provision of law will cease, (b) we shall be entitled to recover all fees chargeable up to and subsequent to the date of such cessation (including any fees incurred in concluding the matter) and (c) we shall bear no liability or responsibility for the consequences of such cessation.

11. Return of papers

11.1 On completion or termination of our engagement, we will return to you, at your request, any documents lent to us by you for the purpose of the matter.

12. Severance

12.1 Any provision of these Terms that is prohibited or becomes unenforceable under the laws of Guernsey shall be ineffective to the extent of the prohibition or unenforceability but without invalidating the remaining provisions of these Terms.

13. Governing law and jurisdiction

13.1 These Terms are governed by Guernsey law. You agree to submit to the non-exclusive jurisdiction of the Royal Court of Guernsey to settle any dispute that arises out of or in connection with these Terms.