

Your Right Hand Finance Team Limited Standard Terms and Conditions of Business

1. Your Right Hand Finance Limited ('YRH') will provide the services ('the Services') of an experienced finance controller or manager ("Principal") to the person, firm or company ('the Client') identified in the Letter of Engagement ("the Letter of Engagement" or "LOE").
2. The Services:
 - 2.1. are more particularly described in the LOE, but are to provide you with a finance manager and/or financial controller ('Principal') to undertake the tasks set out in the LOE at the frequency agreed between us from time to time;
 - 2.2. will not include any functions or actions that might be interpreted as the Principal acting as a shadow director of the Client
 - 2.3. will be provided by the Principal identified in the LOE however YRH will be entitled to substitute the Principal identified in the LOE with another person with suitable qualifications if this becomes necessary provided always that no changes shall be made without the Client's prior approval (unless the change is necessary due to the absence of the Principal as a result of illness);
 - 2.4. will be provided at such times and at such locations as the Client and the Principal shall agree from time to time.
3. YRH will commence to provide the Services from the agreed start date and shall continue to provide the Services until termination of the relationship in accordance with condition;
4. YRH will carry out relevant checks against the Client and transactions, in accordance with the law, including, but not limited to, under the Criminal Finances Act 2017, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002 and the Terrorism Act 2000 (all as amended from time to time).
5. Either party may terminate the provision of Services by giving 30 days' notice in writing to the other party. Notice must always be given in writing, to avoid any misunderstandings between us. In the event of termination of this agreement, for whatever reason, you will continue to be responsible for all fees and costs due to us during the notice period. We will continue to provide a full and diligent service during any notice period and will co-operate as far as is practical in enabling you to take over any contract and arrangement with third parties, provided our account is settled. YRH may suspend or terminate the provision of Services forthwith if :
 - (i) the Client commits a material breach of any term of the LOE or fails to pay an overdue amount and (if such breach is remediable) fails to remedy that breach or non-payment within a period of 7 days after being notified in writing to do so
 - (ii) the Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ("IA") or (being a partnership) has any partner to whom any of the foregoing apply;
 - (iii) any action or proceedings under insolvency law is taken against the Client (including the service of a statutory demand under Section 123 of the IA) or
 - (iv) the Client makes any arrangement or compromise with its creditors or ceases to carry on business or suffers any execution or distress over its assets, or is the subject of a voluntary or compulsory liquidation or an administrator or administrative receiver is appointed or any steps are taken towards any of such events (any event under (ii), (iii) or (iv) being an "Insolvency Event"). The Client shall inform YRH as soon as an Insolvency Event occurs.
6. The Client shall pay to YRH a fee equal to the daily rate set out in the LOE for each Principal Day ('Principal Day' shall mean the provision of the Services by such Principal provided to the Client for a minimum of 7.5 hours on any weekday) and may be billable on an agreed day rate or a monthly retainer. These sums are exclusive of VAT but inclusive of expenses travelling to and subsistence at the Client's premises referred to in the LOE unless otherwise stated in the LOE. General expenses incurred by the company are included within the fee. Expenses will be payable where you ask us to travel to a location other than your usual address detailed in the LOE. Mileage is chargeable at 45p per mile, any other expenses likely under these circumstances will be agreed with you in advance of the company incurring any liability.
7. The daily rate shall be reviewed on the anniversary of the LOE each year and YRH shall give the Client 30 days' written notice of any increase.
8. All payments to YRH shall be made by direct debit within 14 days of the date of the invoice. The monthly retainer is normally payable within the month to which the fees relates, and payment terms are 14 days from date of invoice. Additional services will be invoiced upon completion of the work, or at the end of the month in which the time is spent, whichever is the soonest. YRH reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended). YRH reserves the right to invoice and be paid in advance, if an event described in condition 4(i), (ii), (iii) or (iv) occurs or where the credit limit (if any) of the Client as notified from time to time by YRH is, or is about to be, exceeded.
9. We will co-operate fully with you - our desired result is to help you add value to your own organisation. The best way we can both achieve this is if you agree to, and make available to us, all the relevant information and provide us with access to your in-house accounting system where appropriate.
10. YRH is not a recruitment business. The Client understands and acknowledges: (i) the investment in time and money YRH makes in recruiting, training and building its team of FDs, other subcontractors and employees ("Team"); and (ii) that by virtue of its portfolio business model, losing one member of the Team to a client will have a material impact on its business. Losing one member of the Team means losing the fees YRH expects to receive from the Client under these conditions and also losing the fees expected to be received

from the other clients who make up that Team member's portfolio. It may take some time before YRH finds a suitably qualified replacement for that Team member and could result in YRH losing some clients altogether. Accordingly, the Client agrees that it shall not, and shall procure that none of its group companies shall, without the prior written consent of YRH at any time from the date on which the LOE is executed to the expiry of six months after the last date of supply of the Services, solicit or entice away from YRH or employ or attempt to employ any Team member who is or has been, engaged (directly or indirectly through a company) as a contractor, employee or subcontractor of YRH in the provision of the Services to the Client in the previous 18 months. Any consent given by YRH shall be subject to the Client paying YRH a one-off fee, by way of liquidated damages, in the sum of £20,000 plus VAT in the case of a finance controller and £10,000 plus VAT in the case of a finance manager. The Client acknowledges and agrees that this sum represents a fair estimation of YRH's losses and is reasonable and proportionate to protect its interests under this LOE.

11. Nothing in these conditions excludes or limits YRH's liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation or for any matter which cannot be excluded or limited by law.
12. Subject to the above condition 9:
 - 10.1. YRH's total liability in contract, tort (including negligence), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Services under the LOE shall be limited to the total amount paid by the Client to YRH for the Services under such LOE in the last 12 months; and
 - 10.2. YRH shall not be liable to the Client for any (i) loss of profit, business, revenue, data, goodwill or anticipated savings or interruption of business, whether direct, indirect or consequential; or (ii) any indirect or consequential loss.
13. The Services will only be completed by a Principal fully competent to perform such work. Both YRH and the Principal hold current professional indemnity insurance.
14. If at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with any aspect of the service you are receiving, please let us know by contacting the Engagement Regional director or YRH's Company Secretary at Badgers Brook, The Street, Lydiard Millicent, Swindon, Wiltshire, SN5 3LU. We undertake to look into any complaint carefully and promptly.
15. A person who is not a party to the LOE shall not have any rights under or in connection with it.
16. Both parties will comply with all applicable requirements of the Data Protection Legislation. This condition 14 is in addition to, and does not relieve, remove or replace, a party's obligations under the DPL. Data Protection Legislation or DPL means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998. "Sub-Processor" means any agent, subcontractor or other third party (excluding its employees) engaged by YRH for carrying out any processing activities on behalf of the Client in respect of the Personal Data (as defined in the DPL), including any FD or its substitute appointed to deliver the Services.
17. The parties acknowledge that conditions 18 to 21 apply where for the purposes of the DPL, the Client is the data controller and YRH is the data processor (where Data Controller and Data Processor have the meanings as defined in the DPL). Schedule 1 sets out the scope, nature and purpose of processing by YRH, the duration of the processing, the types of personal data and categories of Data Subjects (as defined in the DPL).
18. Without prejudice to the generality of condition 16,
 - 18.1 the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to YRH for the duration and purposes of this agreement; and
 - 18.2 YRH shall, in relation to any Personal Data processed in connection with the performance by YRH of its obligations under the LOE:
 - (a) process that Personal Data only on the written instructions of the Client unless YRH is required by the laws of any member of the European Union or by the laws of the European Union applicable to YRH to process Personal Data ("Applicable Laws"). Where YRH is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, YRH shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit YRH from so notifying the Client;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - (d) not transfer any Personal Data outside of the European Economic Area unless the following conditions are fulfilled:
 - (i) the Client or YRH has provided appropriate safeguards in relation to the transfer;

- (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) YRH complies with its obligations under the DPL by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) YRH complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- (e) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the DPL with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Client without undue delay on becoming aware of a Personal Data breach;
- (g) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this condition 18 and allow for audits by the Client.
19. The Client consents to YRH appointing a Sub-Processor as a third-party processor of Personal Data under the LOE. YRH confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business or incorporating terms which are substantially similar to those set out in condition 18. As between the Client and YRH, YRH shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this condition 19.
20. The Client shall indemnify and keep indemnified YRH against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Client of its obligations under conditions 16 to 20.
21. Either party may, at any time on not less than 30 days' notice, revise conditions 17 to 19 by replacing them with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this LOE).
22. Each party agrees to keep confidential all information obtained pursuant to this LOE, which is of a confidential nature or designated as such concerning the other party's business, affairs, clients, suppliers, consultants or otherwise and only to disclose it (i) on a need to know basis to its employees, consultants, auditors, other professional advisers and insurers or (ii) if required by law or regulations.
23. Your Right Hand Finance Team retains the intellectual property rights to its procedures, systems and methodology.
24. The failure by either of us to enforce at any time and for any period any one or more of the terms or conditions of this Agreement between us shall not mean that either of us waives them, or the right, at any time afterwards to enforce all terms and conditions of this Agreement. This Agreement contains the entire agreement between us and replaces any prior written or oral agreements. We both acknowledge that we have not relied on any representations or promises not contained, or referred to, in this Agreement.
25. Neither of us will be entitled to assign its rights or obligations this Agreement without the written consent of the other.
26. Service of all notices will be deemed to be effected if given in writing personally or posted to the last known address of either party. If posted it shall be deemed to be received in the normal course of post.
27. Whilst we know sometimes unforeseen events can occur that means a working date needs to be moved, but where we've been unable to reallocate scheduled time to another client, and we've had less than 48 hours' notice, then we reserve the right to charge you for the cancelled day, at 75% of our normal rate to cover our costs.
28. These conditions and the LOE between YRH and the Client shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

Signed as seen and agreed

Print Name Position.....

Client Name Dated

SCHEDULE 1

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1.1 SCOPE AND NATURE

Any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means)

1.2 PURPOSE OF PROCESSING

YRH and/or its Sub-Processor will process the Client's personal data only to the extent necessary for them to supply services to the Client pursuant to the Agreement and Article 6 (b) of GDPR.

1.3 DURATION OF THE PROCESSING

The processing shall continue during the period of the Agreement and after such period, in accordance with YRH retention policy.

2. TYPES OF PERSONAL DATA

- contact details, date of birth, bank account numbers, salary, pension, benefits and/or payment information of employees and subcontractors of the Client and any other personal data provided directly or indirectly by the Client

3. CATEGORIES OF DATA SUBJECT

- employees, subcontractors, customers and suppliers of the Client