



Managing Business Success

MARCIN BULERA, FCCA
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Terms & Conditions

These terms set forth the objectives of my proposed engagement and the nature of the services between MBServices, Marcin Bulera (the “Service Provider”) and you/your company (the “Client”).

FEES

In consideration for the services the Service Provider shall be entitled to fees set at £..... per month/quarter billed in advance. If such fees are not paid on time, Service Provider shall, without prejudice to its other rights in law, be entitled to suspend Services, with a written notice, including email notification, provided that such notice has been received.

1. Fees for professional services outside the scope specified above will be based on the time expended at the current hourly rates set at £....., unless otherwise mutually discussed and agreed to in writing and payable within 10 days upon receipt of an invoice.
2. Service Provider shall be entitled to increase fees from time to time on 30 days’ notice. The Service Provider shall be entitled to recover on demand from the Company any disbursements made on behalf of the Company.

RESPONSIBILITIES OF THE CLIENT

In order for Service Provider to perform its obligations the Client will:

1. Provide/ forward all necessary documents, information and statements to the Service Provider to enable to record all transactions in timely manner
2. Retain physically original evidence of business-related expenditure (e.g receipts, logbooks, invoices, etc) and archive them in chronological order or as advised
3. Do all such other things as may be necessary to enable proper performance of the obligations of the parties of this engagement.

AGREEMENT OF TERMS

4. This letter of engagement will remain effective until replaced or cancelled in writing and is limited to services listed above. Separate engagement letters will cover other services.
5. Either party may terminate this relationship on thirty (30) days' written notice to the other, including email notification, provided that such notice has been received. In the event that the Client provides less than thirty (30) days' notice, 1-month billing will be payable in lieu of notice.
6. During the 30 day's termination period projects in process shall be completed if possible, and no other work shall be undertaken unless the parties agree in writing to specific terms for the additional work.

INDEMNITY

Service Provider will use its best endeavours to properly perform its obligations in terms of this engagement. Nevertheless, Service Provider will not be liable for any loss suffered by the Client from whatsoever cause and howsoever arising unless otherwise provided by law. The Client indemnify and hold harmless Service Provider from any claims of whatsoever nature arising from this engagement, its implementation and termination made against it by whomsoever.

LIMIT OF LIABILITY

The Client hereby agrees that any liability of the Service Provider under this agreement, regardless of form of action, shall be limited to the most recent monthly amount billed for services agreed to hereunder as its exclusive remedy. Client agrees that it shall not make any claim against the Service Provider beyond such amount of monthly account, and the Service Provider may rely on this paragraph as a complete bar to any such claim.

The Service Provider will not be liable for:

1. Interest, penalties, surcharges and the like for the supply of incorrect information by the Client in connection with information provided for the completion of the tax returns/declarations by Service Provider.
2. Late filing penalties and the like for any reason whatsoever including without limitation any failure by the Client to provide information, or an action, requested by Service Provider.

DATA PROTECTION

The Client authorizes Service Provider to process and store all personal data which Service Provider holds from time to time in accordance with Privacy Notice and the General Data Protection Regulations ("GDPR").

JURISDICTION

This engagement letter shall be governed by, and construed in accordance with, Gibraltar law. Gibraltar Courts shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Letter and any matters arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.