

TERMS OF BUSINESS – INITIAL CONSULTATIONS

1 November 2023

1. INTRODUCTION

- 1.1. These terms of business govern the provision by Chelsea Publishing Limited (“**CPL**”) of compliance, regulatory, fraud investigation and other consulting services during an initial consultation (the “**Consultation**”) with a client.
- 1.2. Each client shall be deemed to accept these terms of business by booking, paying for and proceeding with the Consultation.
- 1.3. CPL is a private limited company registered in England, company number 10727752, having its registered office at 13 Claremont Heights, 70 Pentonville Road, London N1 9PR, United Kingdom.

2. SCOPE OF CONSULTATION

- 2.1. The consulting services to be provided during the Consultation will be specified in advance of the Consultation and will not include the provision of any legal advice, even if the CPL consultant who provides the Consultation is a qualified lawyer.
- 2.2. The scope of the consulting services to be provided during the Consultation cannot be expanded during the Consultation.
- 2.3. The Consultation will take place as a video call on Microsoft Teams unless otherwise agreed. CPL reserves the right to record the Consultation for internal purposes and will not be required to provide any such recording to the client who may, if they wish, proceed with their own recording of the Consultation.
- 2.4. The duration of the Consultation will not exceed the pre-agreed time and, unless otherwise agreed in writing, the CPL consultant will not carry out any preparatory work in advance of the Consultation including reviewing any documents or conducting any research.
- 2.5. If any work is required in advance of or after the Consultation, such work will be charged to the client in addition to the fee for the Consultation with the client’s prior consent.
- 2.6. CPL shall not be required to carry out any follow-up work for the Client after the Consultation unless otherwise agreed in writing.

3. FEE

- 3.1. The fee for the Consultation must be paid in advance of the Consultation.
- 3.2. Subject to applicable law, if the Client for any reason cancels the Consultation, does not proceed with a Consultation that has already been booked or ends a Consultation before the expiry of the allocated time, no refund of the fee shall be paid to the Client.
- 3.3. CPL shall be entitled for any reason to cancel the Consultation, not proceed with a Consultation that has already been booked or end a Consultation before the expiry of the allocated time provided the fee is refunded in full to the Client.
- 3.4. CPL is not registered for VAT and no VAT or other invoice will be provided to the client in respect of the Consultation. Evidence of payment of the fee will be contained in the payment receipt that the Client will receive from PayPal.

4. CONFIDENTIALITY

- 4.1. CPL will not disclose to any person any confidential information provided by the client during the Consultation, except as permitted by Clause 4.2.
- 4.2. CPL may disclose the client's confidential information:
 - 4.2.1. to its employees, officers, advisers and affiliates who need to know such information for the purpose of exercising CPL's rights or carrying out its obligations under with this agreement; and
 - 4.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 4.3. Without limiting the generality of clause 4.2.2 above, a client authorises CPL to disclose any information provided by the client during the Consultation to any governmental or regulatory authority to the extent CPL considers that such disclosure is necessary or appropriate pursuant to any applicable anti-money laundering or similar legislation.
- 4.4. As legal services will not be provided by CPL during the Consultation, the Consultation will not be covered by legal professional privilege even if the CPL consultant who provides the Consultation is a qualified lawyer.

5. LIABILITY LIMITATION

- 5.1. The consulting services provided during the Consultation will be provided on an "as is" basis, without prior preparation and based solely on a consideration of any information and documentation provided by the client during the Consultation. Such services shall therefore be provided without any guarantee of their accuracy or completeness.
- 5.2. The client understands that the Consultation constitutes only an initial consultation and any advice or information provided by CPL during the Consultation must be verified by the client obtaining more definitive advice after the consultation from CPL or other consultants.
- 5.3. To the fullest extent permitted under applicable law, the liability of CPL for any losses, liabilities, claims, costs, damages and expenses suffered or incurred by the client as a result of or in connection with the Consultation shall be limited to 3 times the fee paid by the client for the Consultation.
- 5.4. The client shall not bring any claim arising out of or in connection with the Consultation personally against any director, employee, consultant or agent of CPL.
- 5.5. CPL shall not be liable under any circumstances to any person other than the client in respect of the Consultation.
- 5.6. CPL is not regulated by the Solicitors Regulation Authority, the Financial Conduct Authority or any other regulator. Accordingly, the Consultation will not involve the provision of any regulated services and the client will not benefit from the protections afforded to the clients of regulated firms.

6. DATA PROTECTION

- 6.1. CPL is committed to protecting the privacy of individuals whose data we process and to complying with our obligations under any applicable data protection and privacy laws including the UK version of the General Data Protection Regulation (Regulation 2016/679).

- 6.2. CPL has delegated to its affiliate FS REG Limited (“**FSREG**”) compliance with data protection laws and regulations in respect of the client and the Consultation.
- 6.3. The privacy policy available on the FSREG website (www.fsreg.com/legal) provides information on how FSREG processes personal data which it collects about clients, non-client business contacts, contractors and service providers, job applicants and visitors to the FSREG website.
- 6.4. Each client consents to the processing by FSREG of any personal data relating to the client and any directors, partners, officers, employees, consultants and agents of the client in accordance with our privacy policy as amended from time to time.

7. COMPLAINTS

- 7.1. If a client wishes to complain about the services of CLP, they can do so by emailing the Managing Director, Giuseppe Giusti, at contact@fsreg.com. CLP deals with all complaints fairly and aims to resolve any complaint within 8 weeks of receiving it.

8. GOVERNING LAW

- 8.1. These terms of business are governed by English law.
- 8.2. The courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms of business.