

**ACCOUNTANCY AND COMPLIANCE CONSULTANCY SERVICES AGREEMENT**

**THIS ACCOUNTANCY AND COMPLIANCE CONSULTANCY SERVICES AGREEMENT  
(the "Agreement")**

**Effective Date: ..... (Rollover Contract until Termination Notice Served by both Parties)**

**BETWEEN:**

Company Name: ..... Reg: ..... Post Code: .....

Address: ..... (The "Client")

**- AND -**

ACUMEN ACCOUNTANTS & GLOBAL COMPLIANCE LTD (Reg: 10956078), 37th Floor, 1  
Canada Square Canary Wharf London greater London E14 5AA, United Kingdom  
(the " Accountant/Consultant ").

**BACKGROUND:**

- A. The Client is of the opinion that the Accountants have the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Accountants is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Accountants (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**List of Services Agreed:**

- Book Keeping and VAT Return –if applicable
- Annual Accounts finalization and submission
- Corporation tax Return preparation and submission
- Monthly Payroll services and RTI Return services
- Confirmation statement yearly basis-(Government fee excluded)
- Self-Assessment of 1 director yearly once.
- Tax Consultancy Appointment basis/adhoc

Client Sign \_\_\_\_\_

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Acumen Accountants & Global Compliance Ltd  
37th Floor, 1 Canada Square, Canary Wharf, London  
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E: info@acumenagc.com,  
W: www.acumenagc.com

- Pension management
- Reminders of submissions for any of the above regarding deadlines etc., at least 1 month notice.

**Compliance Services:**

- AML Policy Review yearly once.
- AML Training and Certification for yearly for 8 Hours
- Compliance Advise ad hoc basis
- Gabriel Return
- MLR Renewal
- HMRC AML Visit Representation
- AML Audit Yearly Once

**Term of Agreement**

- 3 Month Notice Period from both sides (this can only apply and take affect from 6 months onwards)
- Minimum 1 Year Contract –Early Termination incurs full payment payable of the balancing year.

**Performance**

- 7. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

**Currency**

- 8. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

**Compensation**

- 9. For the services rendered by the Accountant as required by this Agreement, the Client will provide compensation (the "Compensation") to the Accountants of £..... per month.(Effect From ..... ) Payment due in 1st week of .....
- 10. The Client will be invoiced once a year.

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11. Invoices submitted by the Accountants to the Client are due within 7 days of receipt.
12. The Accountant will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Compensation and the Accountant will indemnify the Client in respect of any such payments required to be made by the Client.
13. The Accountants will be solely responsible for the payment of all remuneration and benefits due to the employees of the Accountants including any National Insurance, income tax and any other form of taxation or social security costs.

#### **Reimbursement of Expenses**

14. The Accountants will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

#### **Confidentiality**

15. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
16. The Accountant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Accountant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will end on the termination of this Agreement.
17. All written and oral information and material disclosed or provided by the Client to the Accountants under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Accountants.

#### **Ownership of Intellectual Property**

18. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Accountants. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

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Client Sign \_\_\_\_\_

19. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Accountants.

**Return of Property**

20. Upon the expiry or termination of this Agreement, the Accountants will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

**Capacity/Independent Accountant**

21. In providing the Services under this Agreement it is expressly agreed that the Accountants is acting as an independent Accountants and not as an employee. The Accountants and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

**Notice**

22. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a) Company Name: ..... Reg: .....Post Code: .....

Address: ..... (The “Client”)

b) ACUMEN ACCOUNTANTS & GLOBAL COMPLIANCE LTD, 37th Floor, 1 Canada Square, London, England, E14 5AA

Or to such other address as any Party may from time to time notify the other.

**Indemnification**

23. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees,

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and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

#### **Modification of Agreement**

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### **Time of the Essence**

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### **Assignment**

26. The Accountants will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

#### **Entire Agreement**

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### **Ensurement**

28. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

#### **Titles/Headings**

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

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Client Sign \_\_\_\_\_

**Gender**

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

31. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Country of England, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**Special Clause**

- 34. Submission of Annual Accounts and Tax Return:** Accountants will take approval of Directors of the clients before any submission of Annual accounts and Tax Return to Government authorities.

**IN WITNESS, WHEREOF** the Parties have duly affixed their signatures under hand and seal on this  
(Date: .....)

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Client Sign \_\_\_\_\_

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**SIGNED, SEALED, AND DELIVERED**

in the presence of:

Witness: \_\_\_\_\_ (Sign)

\_\_\_\_\_

Company Name:

Witness Name: \_\_\_\_\_

.....(Client)

**SIGNED, SEALED, AND DELIVERED**

in the presence of:

ACUMEN ACCOUNTANTS & GLOBAL  
COMPLIANCE LTD (Accountant/Consultant)

Witness: \_\_\_\_\_ (Sign)

Per: \_\_\_\_\_ (SEAL)



Witness Name: \_\_\_\_\_

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Client Sign \_\_\_\_\_