

1. INTERPRETATION

1.1 In these terms the following words and phrases shall have the following meanings:

Agreement: the contract between you and us comprising the Proposal and these terms;

Confidential Information: means confidential information in whatever form relating to your business, affairs or finances which is disclosed to us in connection with the subject matter of the Agreement or which is comprised in the Deliverables;

Consultant: means any consultant named in the Proposal or otherwise agreed with you from time to time;

Deliverables: means works provided by us to you in the course of the Services, including reports, insight articles and other documents;

Intellectual Property Rights: means copyright and related rights, rights to use, and protect the confidentiality of, confidential information and all other intellectual property rights;

Proposal: means our engagement letter or another written proposal agreed between you and us setting out the scope of the Services;

Services: means the services agreed in any Proposal;

Us or we: means Ridgefield Consulting Limited t/a Blonde Money, a company registered in the UK under number 07298742 whose registered office address is at 2 Hinksey Court, Church Way, Oxford, Oxfordshire OX2 9SX; and

You: means the person to whom the Proposal is addressed.

1.1 A reference to any "person" is to any individual, company, partnership or other body corporate.

1.2 A reference to any law is a reference to it and any subordinate legislation made under it, in each case as amended or re-enacted from time to time.

1.3 Phrases beginning with the words "includes", "including", "in particular", "for example" and similar words shall be construed as illustrative and not exhaustive.

2. NATURE OF ENGAGEMENT

2.1 In the event of any conflict between the provisions of these terms and the provisions of the Proposal, the provisions of the Proposal shall prevail.

2.2 The Agreement shall come into force on your acceptance of the Proposal and shall continue in force until terminated under clause 9.

2.3 During the term of the Agreement we will, acting through the Consultant, provide the Services with reasonable skill and care.

2.4 Without limiting clause 2.3, we will during the term of the Agreement:

(a) perform the Services using our own equipment and resources, except to the extent otherwise agreed with you;

(b) notify you as soon as possible if the Consultant is unable to perform the Services due to illness, injury or any other matter beyond our control; and

(c) use reasonable endeavours to meet any agreed timings for performance, but unless expressly agreed otherwise timings shall be estimates only and time for performance shall not be of the essence of the Agreement.

2.5 We may agree with you that the Services include access to certain information or subscription services which we make available to authorised users through our website. If so, your access will be subject to additional terms which apply to those services and which we will provide to you separately.

3. YOUR OBLIGATIONS

- 3.1 You shall during the term of the Agreement:
- (a) perform such obligations as may be agreed in each Proposal or in correspondence from time to time. For example, if the Consultant is to provide a presentation at your premises, such obligations may include the provision of AV equipment or other support or facilities;
 - (b) co-operate with us in connection with the performance of the Services. For example, in order for us to meet agreed timings it may be necessary for you to provide prompt instructions or approvals;
 - (c) provide to us any policies with which the Consultant is required to comply while at your premises; and
 - (d) ensure that if you provide us with any information, materials, data or instructions they are complete and accurate, that you are entitled to provide such items to us, and that our use of them for the provision of the Services will not infringe any third party's rights.
- 3.2 We will not be liable for any delay or non-performance of the Services which is attributable to your failure to perform your own obligations. If we incur additional or wasted time, costs or expenses as a result of your non-performance then we may charge for them, although we will use reasonably endeavours to mitigate our losses.

4. FEES AND EXPENSES

- 4.1 Our fees may be charged on the basis of a day rate, an hourly rate or a fixed fee. The charging model will be as set out in the relevant Proposal, and may be blended. For example, we may agree a fixed fee retainer which includes a set number of hours' work per month, with additional hours charged at an hourly rate.

- 4.2 Unless otherwise agreed:
- (a) the day rate is based on a single seven-hour working day, worked in such hours as we may determine (having regard to your reasonable requirements and any agreed deadlines) and including travel time. Any further time worked on any working day exceeding half an hour in duration shall be charged at the applicable hourly rate;
 - (b) work conducted at an hourly rate shall be conducted in such hours as we may determine (having regard to your reasonable requirements and any agreed deadlines) and charged on the basis of six-minute units (rounding up); and
 - (c) any fixed fee is based on specified assumptions and dependencies. If these are not realised for any reason other than our breach or negligence or an event of force majeure affecting us, then any additional work performed by us will be charged at the applicable hourly rate.
- 4.3 We shall be entitled to reimbursement at cost of the following expenses incurred in the course of providing the Services:
- (a) travel expenses (with road mileage to be charged at £0.45 per mile);
 - (b) accommodation and refreshment, if the performance of the Services requires any overnight stay (and provided such expenses have been pre-approved by you); and
 - (c) any other disbursements or expenses identified in the Proposal.

No other expenses shall be recoverable by us unless expressly agreed with you in writing.

- 4.4 We will invoice you at the intervals set out in the Proposal (and otherwise monthly in arrears). Each invoice will set out the details of the fees payable by you in relation to Services performed, and if applicable the basis of calculation of such fees. You shall pay all invoices under the Agreement within seven (7)

days of receipt, by electronic transfer to our nominated bank account.

4.5 All sums stated in the Agreement are exclusive of VAT, which will be chargeable in addition where applicable.

4.6 If you do not pay any of our invoices by the due date, we may suspend performance of the Services and may charge you interest under the Late Payment of Commercial Debts (Interest) Act 1998.

5. CONFIDENTIAL INFORMATION AND DATA PROTECTION

5.1 Subject to clauses 5.2 and 5.3, we shall not

(a) use your Confidential Information for any purpose other than providing the Services or otherwise complying with our obligations under the Agreement; nor

(b) disclose your Confidential Information to any person other than our employees, consultants and advisors, in each case: i) only to the extent necessary to provide the Services or take legal or professional advice in relation to the subject matter of the Agreement; and ii) provided that any such person is made aware of the confidential nature of the Confidential Information and is subject to binding, written obligations of confidence.

5.2 Our obligations under clause 5.1 shall not apply to:

(a) any use or disclosure authorised by you or required by law (provided that if any disclosure is required by law then we shall, to the extent permitted to do so by law, notify you before making any such disclosure); or

(b) any information which is or has been made public other than through our unauthorised disclosure.

5.3 You acknowledge and accept that:

(a) we use a cloud-based IT infrastructure and that Confidential Information and personal data disclosed to us may be hosted by Microsoft Corporation or its subsidiaries (in connection with the provision of cloud-based Office 365 services, including email), in each case on servers within the EEA;

(b) we use a range of devices (including desktops, laptops and mobile devices) to undertake work for our clients, on which Confidential Information and personal data may be stored temporarily or permanently. We ensure that all such devices are password-protected and encrypted;

(c) while we take steps to secure our IT systems, we cannot guarantee their security, nor that of any external server or system on which your Confidential Information or personal data may be stored or processed. We will not be liable to you in connection with any disclosure of your Confidential Information or personal data as a result of any interception of communications, attack on our IT systems or those of our service providers, theft or loss of our devices or computer virus or other harmful code.

5.4 We will use any personal data you provide to us for the purposes of providing the Services, for administrative purposes such as maintaining client records and, where you have expressly consented to our doing so, to send you updates relating to our activities. For the purposes of the Data Protection Act 1998 and the General Data Protection Regulation we will be data controller in relation to any such personal data, and we shall ensure that our use and processing of such personal data will comply with applicable law. In particular, we will take appropriate technical and organisational measures to protect such personal data. You must ensure that any disclosure by you to use of any personal data is compliant with applicable law. The Privacy Policy on our website contains further information on our handling of personal data.

6. PUBLICITY

While we welcome client testimonials, we will not make any published statement in connection with our acting for you without your express prior consent. However, we may refer to the fact that we act for you in conversation or correspondence (for instance, if we are pitching for work from a prospective client in a similar industry) provided that we do not discuss the nature of the work conducted for you without your consent. If this is not acceptable to you, you may so notify us and we will not make any such reference.

7. INTELLECTUAL PROPERTY

7.1 Nothing in the Agreement will affect either party's ownership of its Intellectual Property Rights nor operate to grant to either party any licence under the other party's Intellectual Property Rights except to the extent expressly set out in the Agreement.

7.2 All Intellectual Property Rights created by us in the course of the Services will as between the parties belong to us.

7.3 We hereby grant to you a non-exclusive, royalty-free, perpetual, irrevocable licence (which shall be freely capable of transfer and sub-licence) under our Intellectual Property Rights in the Deliverables to use, copy and distribute the Deliverables, in whole or in part, for your internal business purposes. You may not resell the Deliverables, offer for sale any service based on the Deliverables, publish the Deliverables or disseminate the Deliverables outside your organisation (unless they are obviously intended for publication: for instance, if the Deliverables have been commissioned for inclusion in a specific white paper). You may not remove or alter any copyright or confidentiality notice from the Deliverables, but may incorporate content or insight from the Deliverables in your own work without attribution if such work is for your internal business purposes. If you require any

broader use rights in relation to any Deliverables we will discuss your requirements with you in good faith.

8. INSURANCE AND LIABILITY

8.1 We will at all times during the performance of the Services, and for a period of no less than one year following completion of the Services, have and maintain in place both professional indemnity and public liability insurance, in each case to a level of £1,000,000 per claim.

8.2 We alone will be responsible to you for the provision of the Services. To the fullest extent permissible by law, you agree that you will not bring any claim against any individual employee or officer in connection with the Agreement or its subject matter.

8.3 The Services are provided to, and intended to be relied upon, you alone. We do not assume any responsibility to any third party in connection with the Services or any Deliverables unless we have agreed to do so under a separate letter of reliance.

8.4 We provide macroeconomic advice to assist in strategic decision-making. However, you are ultimately responsible for your own business and investment decisions which shall be at your own risk. In particular, we are not licensed in the conduct of investment business as defined in the Financial Services and Markets Act 2000 and any views on investments we express, or on market activity, are intended to be generic only.

8.5 We shall not be liable to you in any circumstances for:

- (a) any indirect or consequential loss; or
- (b) any loss of profit, loss of business, loss of goodwill, loss of contract or loss of data (in each case whether direct or indirect).

- 8.6 Subject to clauses 8.5 and 8.7, our total aggregate liability to you in contract, tort (including negligence), breach of statutory duty or otherwise under or in connection with the Agreement or its subject matter shall not exceed a sum equal the fees paid or payable to us under the Agreement during the six (6) months preceding the date on which such liability arose (or, if such liability arises during the first six (6) months of the Agreement, a sum equal to the fees which would have been payable to us during those six (6) months assuming our performance in full).
- 8.7 Nothing in the Agreement shall limit or exclude our liability for death or personal injury caused by our negligence, for fraud, or for any matter in relation to which our liability cannot lawfully be limited or excluded.
- 8.8 Our advice is based on the state of law and practice at the date when it is given. We are not obliged to provide you with any updates to our advice to reflect subsequent changes in law and practice.
- 9. TERMINATION AND RECORD-KEEPING**
- 9.1 Either party may terminate the Agreement if the other party:
- (a) is in material breach of its obligations under the Agreement and has not remedied such breach (if capable of remedy) within thirty (30) days after receiving notice requiring its remedy; or
 - (b) becomes insolvent, enters into administration or receivership, commences negotiation with its creditors to reschedule its debts or enter into a compromise arrangement, is the subject of a petition or notice for winding up, or is the subject of any similar event or action.
- 9.2 Either party may terminate the Agreement at any time by two months' written notice.
- 9.3 If the Agreement is terminated you will pay our charges for Services performed prior to termination (or a reasonable proportion of them if we agreed a fixed fee with you for the Services) together with our expenses.
- 9.4 We will maintain our records relating to the Services for a period of six (6) years following termination of the Agreement and will dispose of those records after that period.
- 9.5 Clauses 1, 5, 6, 7, 8, 9.4, 9.5, 10, 11, and 12 shall survive termination of the Agreement however caused.
- 10. NATURE OF RELATIONSHIP**
- 10.1 We are an independent contractor. Nothing in the Agreement shall render the Consultant your employee or worker nor entitle him to any employee's or worker's benefits (including paid holiday or sick pay).
- 10.2 We shall to the extent permitted by law indemnify you against:
- (a) any income tax, National Insurance and social security contributions resulting from any determination that the Consultant is your employee; and
 - (b) any liability arising from any employment-related claim or any claim based on worker status brought by the Consultant against you arising out of or in connection with the provision of the Services.
- 11. NOTICES**
- 11.1 Any notice under the Agreement shall be in writing and shall be:
- (a) delivered by hand or post at the recipient's registered office or such other address for service as may be agreed from time to time; or
 - (b) sent by email to such address for service as may be agreed from time to time (and notices to us may be sent to helen@blondemoney.co.uk).

- 11.2 Any notice shall be deemed received:
- (a) if delivered by hand or post, on delivery; or
 - (b) if sent by email, on sending (provided that the sender has not received any server error, bounce-back, inbox-full or other error message indicating non-delivery).
- 11.3 This clause 11 does not apply to the service of any proceedings or other documents in any legal action or method of dispute resolution.

12. GENERAL

- 12.1 The Agreement constitutes the entire agreement between the parties in relation to its subject matter. Each party acknowledges that in entering into the Agreement it does not rely on any representation or warranty not set out in the Agreement.
- 12.2 If any provision or part-provision of the Contract is found by a court to be unlawful, unenforceable or void, that provision or part-provision shall be severed and the remainder of the Contract shall remain in force.
- 12.3 The Agreement may only be varied by the written agreement of the parties.
- 12.4 A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 12.5 We may sub-contract the performance of the Services.
- 12.6 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.