

The Directors  
Specimen Company Limited  
St Peter Port  
Guernsey  
GY1

Dear Sirs

This letter and the attached terms of business dated 31 May 2020 set out the basis on which we are to act and your and our respective responsibilities.

## **LIQUIDATION**

The function of the liquidator under the Companies (Guernsey) Law 2008 is to:

1. Realise the company's assets and discharge the company's liabilities; and
2. Having done so, distribute any surplus amongst the members according to their respective entitlements.

As soon as the company's affairs are fully wound up, the liquidator shall:

1. Prepare an account of the winding up, giving details of the conduct of the liquidation and the disposal of the company's property; and
2. Call a general meeting of the company at which the account shall be presented.

After the general meeting the liquidator shall give notice to the Guernsey Registry of the holding of the meeting and its date.

It is your responsibility to provide the liquidator with any records and information he might need for the purposes of the liquidation.

## **REPRESENTATIONS AND WARRANTIES**

You report and warrant to us that to the best of your knowledge and belief, there is no action, suit, arbitration, bankruptcy, liquidation or administrative proceeding pending or about to be pursued by a third party against the company before any court, tribunal or governmental authority; and no outstanding or undeclared debt, obligation or liability, whether secured or unsecured, owed to any creditor or other third party.

## LIMITATION OF LIABILITY

We act as outlined in this letter with reasonable care and skill. However, we will not be responsible for any losses, penalties, surcharges, interest or additional liabilities where you or others supply incorrect or incomplete information, or fail to supply any appropriate information or where you fail to act on our advice or respond promptly to communications from us.

You agree to hold harmless and indemnify us, against any misrepresentation (intentional or unintentional) supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services we provide to you against any of our employees personally.

Our work is not to be made available to third parties without our written permission and we accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

## DUE DILIGENCE

In order to comply with local regulations, please provide:

- An Introducer Certificate including details of the actual beneficial owner(s), not just companies or trusts;

Once we have received it, we will test it immediately by asking you to e-mail us the following documentation:

- Memorandum and Articles of Association of the company;
- Certificate of incorporation of the company;
- Directors and Shareholders registers;
- List of authorised signatories of the company;
- Proof of address (a utility bill, credit card statement or bank statement no more than 3 months old) and proof of identification (certified true copy of your passport or driving licence) of any director, authorised signatory or person owning more than 25% of the company.

If certified copies are provided, the document must be certified by a professional (eg. Doctor, accountant, advocate, bank manager). We cannot accept e-mail copies.

- **We will require certified copies of up-to-date CDD for any person who will be receiving distributed funds from the liquidation.**

We will also require the following information:

- Last 2 years' accounts;
- Reason for the liquidation
- Principal activity of the company
- Source of wealth of the beneficial owner(s) of the company

## COMMUNICATING WITH YOU

We may communicate with you by email. As with other means of delivery this carries with it the risk of inadvertent misdirection or non-delivery. The recipient is responsible for carrying out a virus check on attachments.

Internet communications may be corrupted, and, we accept no responsibility for changes to such communications after their despatch. It may therefore be advisable to get written confirmation of advice in an email. We do not accept responsibility for any errors or problems that may arise through the use of the internet, and you must accept all risks connected with sending commercially sensitive information relating to the company. If you do not accept this risk, you should notify us in writing that email is not acceptable to you.

**AGREEMENT OF TERMS**

**Period of engagement**

This engagement will start upon the appointment of Angus Kemp as liquidator.

Once agreed, this letter will remain effective from the date of signature until it is replaced. You or we may agree to vary or terminate our authority to act on your behalf at any time without penalty. Notice of variation or termination must be given in writing.

**Confirmation of your agreement**

Please confirm your agreement to the terms of this letter and the attached terms of business by signing and returning one of the enclosed copies.

If this letter and the attached terms of business are not in accordance with your understanding of our terms of appointment, please let us know.

Yours faithfully

**Kemp Le Tissier Limited**

We acknowledge receipt of this letter, which together with the terms of business fully records the agreement between us concerning your appointment to carry out the work described in it.

Name..... Signed ..... Date .....

For and on behalf of Specimen Company Limited

## **PART 2 - TERMS OF BUSINESS (31 May 2020)**

The following terms of business apply to all engagements accepted by you. All work is carried out under these terms except where changes are expressly agreed in writing.

### **Professional rules and practice guidelines**

We will observe the bye-laws, regulations and ethical guidelines of the Institute of Chartered Accountants in England and Wales and accept instructions to act for you on the basis that we will act in accordance with them. You can see copies of these requirements in our offices. The requirements are also available on the internet at [www.icaew.co.uk/membershandbook](http://www.icaew.co.uk/membershandbook).

### **Retention of records**

During our work we will collect information from you and others acting on your behalf and will return any original documents to you following preparation and audit of your financial statements and tax return. You should retain them for 6 years from the end of the year in which the relevant tax return is submitted.

Whilst certain documents may legally belong to you, unless you tell us not to, we intend to destroy correspondence and other papers that are more than seven years old, except documents we think may be of continuing significance. You must tell us if you wish us to keep any document.

### **Conflicts of interest and independence**

We reserve the right to act during our engagement with you for other clients whose interests are or may be adverse to yours, subject to the confidentiality paragraph below. We confirm that we will notify you immediately should we become aware of any conflict of interest involving us and affecting the company.

### **Confidentiality**

We confirm that where you give us confidential information we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional statements relevant to our engagement.

You agree that we will be complying sufficiently with our duty of confidence if we take steps that we in good faith think fit to keep appropriate information confidential during and after our engagement.

### **Data Protection Act**

We confirm when processing data on your behalf we will comply with the relevant provisions of the Data Protection Act.

### **Help us give you the best service**

We wish to provide a high quality of service at all times. If at any time you would like to discuss with us how we could improve our service, or if you are dissatisfied with the service you are receiving please let us know by contacting Angus Kemp.

We will look into any complaint carefully and promptly and do all we can to explain the position to you. If we have given you a less than satisfactory service we undertake to do everything reasonable to put it right. If you are still not satisfied you may of course refer the matter to our Institute.

### **Fees**

Our fees are calculated on the basis of the time spent on your affairs and on the levels of skill or responsibility involved. Our fees will be billed periodically and will be due when issued.

If we need to do work outside the responsibilities outlined in our engagement letter, we will advise you in advance. This will involve additional fees. Accordingly it is in your interest to ensure that your records etc are completed to the agreed stage.

### **Applicable law**

Our engagement with you is governed by, and interpreted in accordance with, Guernsey law. The Courts of Guernsey shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning our engagement letter and terms of business and any matter arising from them. Each party irrevocably waives any right it may have to object to any 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.