

Lander Lopez
Quaternion Ltd
18 Wiverton Road
Wiverton Road
London
SE26 5HY

19th October 2015

Dear Lander Lopez

Accountancy services: Terms of Engagement

Thank you for your instructions to provide you with the following services:

1. Filing the Annual Return and other Secretarial Services
2. Finalising and filing the Annual Statutory Accounts
3. Calculating and Filing the Corporation Tax Return
4. Calculating and filling Quarterly VAT returns to HMRC
5. Monthly Payroll and working out Payroll Taxes (Maximum of 2 staff)
6. Director's self assessment

in connection with Quaternion Ltd.

1.1 Members in Practice of the Chartered Institute of Management Accountants ("CIMA" or "the Institute") subscribe to the promotion of high standards, ethical awareness and best practice. As part of those standards, engagement terms are issued and agreed prior to any work being undertaken.

1.2 This letter has been prepared following discussions with you and, together with Annex 1, sets out the terms on which our services will be provided. Please read all the information carefully and contact us if you have any concerns or require clarification.

1.3 In this letter, "we" and "us" and "our" relate to this accountancy practice and "you" and "your" relate to you, the client

2. Scope of Services

2.1 Our services will be provided by Ifthikar Mohamed and we will advise you of any proposed change. The services to be provided, timescales and fees and are listed in Annex 1

3. Responsibilities

Our responsibilities are to:

- 3.1 Observe the Laws of CIMA.
- 3.2 Keep and maintain records of work completed and make them available to you upon request.
- 3.3 Provide regular reports on the progress of any work being completed on your behalf.
- 3.4 Raise any issues or concerns that may be found during the term of the engagement
- 3.5 Return any information owned by you within 21 working days upon termination of the engagement and once payment for work carried out by the practice has been made.
- 3.6 Keep records in compliance with the Data Protection legislation.

Your responsibilities as the client are to:

3.7 Provide the following proof of identity, current address and business details as required by anti money laundering regulations.

- a. A utility bill dated within the last three months
- b. Passport or driving licence of all named directors/partners/ principles.
- c. Certificate of Incorporation

3.8 Ensure that records of your business activities are correct and maintained to meet the requirements of regulatory authorities.

3.9 Disclose all relevant information to enable us to complete the work within agreed timescales as set in Annex 1.

3.10 Allow full and free access to financial and other records held by yourselves or third parties.

4. Fees

4.1 Our fees are based on a fixed fee (payable on monthly) basis. Annex 1 lists the services we agree to supply on a fixed basis. Any additional work required which is not covered by these terms will be agreed with you and will result in a new Annex 1 being issued.

4.2 Payment of fees rendered by invoice are due within 21 working days from the bill date and payable by a standing order given to your bank. Interest may be applied to any overdue accounts at a rate of [3%]. Where payment has not been received we reserve the right to withhold services, documents and information, and have the right to cease to work on your account, and to terminate the engagement if payments are unduly delayed.

4.3 Any expenses incurred whilst working on your behalf will be charged and appropriate records will be kept and will be available for inspection. Such expenses may include the use of meeting rooms and other facilities, internal printing, courier charges, and international but not national telephone calls.

5. Retaining and Accessing Records

5.1 Any information produced or relating to the work we undertake for you will be returned to you and should be kept for a period of no less than 6 years from the end of the tax year in question.

5.2 You agree that any work completed and work in progress for which payment is outstanding will be held by us until all fees relating to it have been paid.

6. Confidentiality and conflicts

6.1 We agree never to share information relating to your business with any third party without prior consent, unless required to do so by law or to comply with regulations or quality control reviews. Likewise you agree not to use or copy or allow use of the output of the work we do for with a third party without our prior permission.

6.2 You recognise that we may have to stop providing services to you in the event that a conflict arises between our duties to you and to another client. You will notify us if you have any reason to believe that such a conflict has arisen or may arise.

6.3 We may communicate with you electronically and you accept the risks associated with such communications, except anything arising through our negligence or wilful default.

7. Legislation and compliance

7.1 We are obliged by law and by CIMA to undertake checks to ensure that you and your business are operating lawfully. By agreeing to our terms of engagement you accept that we are authorised to complete such checks as necessary.

7.2 Under Money Laundering Regulations it is a criminal offence if we do not report suspicious transactions or if we inform a client that a report has been made against them.

7.3 We do not provide advice on Intermediaries Legislation (IR35) and it is your responsibility to ensure you are fully aware of this legislation and that you are IR35 complaint.

8. Liability

8.1 As Chartered Management Accountants, we have a duty of care to you and we must observe the highest standards of conduct and integrity. Our services to you will only be completed by an accountant fully competent to perform such work. We therefore accept liability to a maximum of Professional Indemnity Insurance limit of £100,000 where any loss or damage has arisen as a result of negligence or a material breach of these terms of engagement.

8.2 Where any loss or damage occurs as the result of you providing misleading, incomplete or false information no liability will be accepted.

8.3 The advice we give you is not to be used by a third party without written consent. The practice also accepts no legal responsibility from third party use of the financial information provided by us.

9. Complaints and disputes

9.1 We want you to be entirely satisfied with the services provided to you. If, however, you are not, please refer to the Complaints Handling Procedure at Annex 2 of this letter.

9.2 Any disputes arising from our engagement by you will, subject to the procedure at Annex 2, be governed by English law.

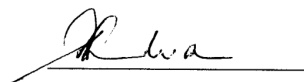
10. Continuity Arrangement

10.1 In the event that we become unable to provide the services agreed through incapacity or death, a Continuity Arrangement has been made for another CIMA member in practice Suneth Silva also a member in Practice from WIS Accountancy Limited undertake the responsibilities agreed. The purpose of this agreement is to look after your interests by providing continuity of services.

11. Termination

11.1 You or we may terminate our engagement by giving 21 working days written notice. All documents and information provided by you will be returned to you within 21 working days of receipt of the notice provided that all outstanding fees have been paid.

Signed on behalf of **WIS Accountancy Limited**



Suneth Silva ACMA CGMA

Before any work can be undertaken on your behalf, you are required to confirm acceptance of these terms of engagement by signing and returning the original of this letter to us at the address provided. Please retain a copy for your own records.

I confirm I have read, understand and agree to the terms and conditions set out above and in the annexes to this letter. I confirm I have the authority to act on behalf of Quaternion Ltd.

Lander Lopez
Quaternion Ltd

ANNEX 1 Schedule of Services

This Annex is effective from the date of signature of the copy of the covering engagement letter. It gives details of your advised service requirements. Fees are listed below as variable or fixed. If service requirements change, this Annex must be replaced with a new version agreed with you.

Services offered

Service Description
Annual Accounts
Directors Self-Assessment
Payroll services
Company Secretarial Services*
Corporation Tax reporting
VAT Calculations

^ WIS Accountancy Limited is a VAT registered business (Reg number 972 3719 94)

*Please note that the companies house charges are payable by the client.

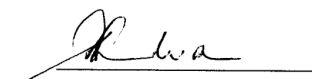
Total Annual Fee	Payment by Direct Debit in 12 Equal installments	Time scale
£ 1008 (£ 840 + VAT 20%)	£ 84 (£ 70 + 20% VAT)*	Monthly

(Please note this is a special discounted price)

Services not offered:

Service
Tax Advice
Legal advice
Bookkeeping services

Signed on behalf of **WIS Accountancy Limited**



Suneth Silva ACMA CGMA
19th October 2015

Signed on behalf of Quaternion Ltd

Lander Lopez
Quaternion Ltd

ANNEX 2

CIMA Member in Practice

1 .Purpose

1.1 We WIS Accountancy Limited are committed to upholding best practice through a high quality service to all our clients. This Annex sets out the procedure we will operate in dealing with complaints arising from the provision of services under our letter of engagement.

2. Raising an Issue

2.1 In the first instance please contact Suneth Silva (Tel: 07862257964 email: suneth.silva@wis-accountancy.co.uk) to discuss any concerns you have, so that the matter can be looked into immediately.

3. Making an Informal Complaint

3.1 An informal complaint can be made by telephone, or by speaking, face to face or in writing to Ifthikar Mohamed (15 Diamond Way, Wokingham, Berkshire, RG41 3TU, Tel: 07944549177, email: Ifthikar.mohamed@wis-accountancy.co.uk). If the matter is not resolved at this stage, and you have not already issued a complaint in writing, you should do so. Please include specific details so that the matter can be thoroughly investigated.

4. Making a Formal Complaint

4.1 Upon receipt of your written formal complaint an acknowledgement will be sent to you within 7 working days. The name and contact details of the person who will be dealing with your case will be supplied to you at this point.

4.2 Within 14 working days from receipt of your written complaint you will receive in writing a summary of our understanding of your complaint. You will be asked at this time to provide any further evidence or information regarding the complaint and to confirm that we have understood all your concerns.

4.3 Following such confirmation, we will investigate the matter and write to you in reply within 21 working days unless it becomes apparent to us that the investigation may not be completed within this timescale. In these circumstances, a written explanation will be sent to you including a progress report. .When a substantive reply is sent you, a summary of findings will be included along with details of any further action to be taken.

5. If you are not satisfied

5.1 For service related matters involving a CIMA member in Practice in the UK, you may wish to know that CIMA offers an independent Alternative Dispute Resolution (ADR) facility for members of the public.

5.2 If in the context of your dealings with us or the handling of your complaint, you believe that a member of CIMA has been guilty of misconduct, you may lodge a complaint with the Professional Conduct department of the Institute.

5.3 Further information on ADR or making a complaint about alleged misconduct can be found on the CIMA website at www.cimaglobal.com.