

# TERMS OF BUSINESS

CrewBridge Limited

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## Document Control

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## 1. Introduction

These Terms of Business (“Terms”) set out the basis on which CrewBridge Limited and its subsidiary businesses (“we”, “us”, “our”) will provide HR and payroll administration services to the client (“you”, “your”). By engaging our services, you agree to be bound by these Terms.

## 2. Services Provided

We will provide HR and payroll administration services as agreed in writing, which may include:

- 🔗 Payroll processing and administration
- 🔗 Payslip generation and reporting
- 🔗 Social Security and tax submissions (as applicable)
- 🔗 Employee records management
- 🔗 HR administrative support (contracts, onboarding, etc.)
- 🔗 Liaison with relevant authorities where required

The exact scope of services will be defined in an engagement letter or service agreement.



### 3. Client Responsibilities

You agree to:

- ☒ Provide accurate, complete, and timely information required for payroll and HR processing
- ☒ Notify us promptly of any changes affecting payroll or employment status
- ☒ Ensure compliance with all applicable Guernsey laws and regulations
- ☒ Review outputs (e.g., payroll reports, payslips) and notify us of any discrepancies within a reasonable timeframe

We are not responsible for errors resulting from incomplete, inaccurate, or late information supplied by you.

### 4. Fees and Payment Terms

- ☒ Fees will be agreed in advance and may be charged on a fixed, per-employee, or hourly basis
- ☒ Invoices are payable on receipt
- ☒ We reserve the right to suspend services if invoices remain unpaid

### 5. Confidentiality

We will treat all client information as confidential and will not disclose it to third parties unless:

- ☒ Required by law or regulatory authorities
- ☒ Necessary for the provision of services (e.g., software providers, regulators)

You agree to keep confidential any proprietary information relating to our business.

### 6. Data Protection

Both parties agree to comply with the **Data Protection (Bailiwick of Guernsey) Law, 2017**.

- ☒ We will act as a data processor where applicable
- ☒ You remain the data controller for employee data
- ☒ We will implement appropriate technical and organisational measures to protect personal data

A separate Data Processing Agreement may be provided where required.

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## 7. Anti-Money Laundering (AML) and Countering Financial Crime

### *7.1 Compliance Obligations*

We are subject to applicable anti-money laundering and countering the financing of terrorism (“AML/CFT”) legislation and regulations in Guernsey. Accordingly, we are required to undertake customer due diligence (“CDD”) and ongoing monitoring.

### *7.2 Customer Due Diligence (CDD)*

You agree to provide, upon request and in a timely manner, all information and documentation required for CDD purposes, including but not limited to:

-  Proof of identity (e.g., passport, national ID)
-  Proof of residential address
-  Details of beneficial ownership and control (where applicable)
-  Information on the nature and purpose of the business relationship
-  Source of funds and/or source of wealth, where required

We reserve the right to request additional information where enhanced due diligence is deemed necessary.

### *7.3 Ongoing Monitoring*



We may carry out ongoing monitoring of the business relationship, including periodic reviews and updates of CDD information. You agree to promptly notify us of any changes to your ownership, control, or business activities.

### *7.4 Reliance and Verification*

We may verify the information provided using independent and reliable sources, including electronic verification systems.

### *7.5 Failure to Provide Information*

If you fail to provide requested CDD information or documentation:

-  We may be unable to commence or continue providing services
-  We reserve the right to suspend or terminate our engagement without liability



### 7.6 Reporting Obligations

Where we have knowledge or suspicion of money laundering, terrorist financing, or related criminal activity, we may be required to report this to the appropriate authorities. In such circumstances:

- ☒ We may be prohibited from informing you that a report has been made (“tipping-off”)
- ☒ We shall not be liable for any consequences arising from such reporting

## 7. Liability

- ☒ We will exercise reasonable care and skill in providing our services
- ☒ Our liability for any claim shall be limited to the fees paid for the relevant services in the preceding 12 months
- ☒ We shall not be liable for indirect, consequential, or financial losses (including loss of profits)

Nothing in these Terms excludes liability for fraud or matters that cannot be excluded by law.

## 8. Compliance and Regulatory Matters

You acknowledge that:

- ☒ You are responsible for compliance with employment, tax, and regulatory obligations.
- ☒ Our services are administrative in nature and do not constitute legal or tax advice unless explicitly agreed

We recommend seeking independent professional advice where necessary.

## 9. Termination

Either party may terminate the agreement:

- ☒ By giving 3 Calander months’ written notice
- ☒ Immediately in the event of material breach or insolvency



Upon termination:

- ☒ All outstanding fees become payable immediately
- ☒ We will provide reasonable assistance in transferring records (subject to payment of fees)

## 10. Records and Retention

We will retain records in accordance with legal and regulatory requirements. You are responsible for maintaining your own copies of all key documents.

## 11. Force Majeure

We shall not be liable for failure to perform obligations due to events beyond our reasonable control, including but not limited to natural disasters, system failures, or regulatory changes.

## 12. Variation

We reserve the right to amend these Terms from time to time. Updated Terms will be provided in writing and will take effect upon notice.

## 13. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Guernsey, and both parties submit to the exclusive jurisdiction of the Guernsey courts.

## 14. Acceptance

By engaging our services, you confirm that you have read, understood, and agree to these Terms of Business.

