

## TERMS OF ENGAGEMENT

These terms of engagement apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

# 1. Definition

**"Engagement"** means any agreement reached between you and MarketingCoach.ie in relation to our Business Assistant Services.

"Engagement letter" a written document that describes and outlines the details of the Engagement.

"Confidential Information" means any information you have disclosed to us, either directly or indirectly, related to the Engagement which may include, by way of example but without limitation, products or services, specifications, employees, training content and materials, business strategies, financial information, client lists, know-how, ideas, and other information, or its potential use.

"Disbursement" means a payment made on your behalf to a third party.

#### 2. Scope of Services

The services which we are to provide for you are outlined in our engagement letter.

#### 3. **Fees**

- The fees we will charge are specified in our engagement letter in accordance to the hours and services agreed with you.
- Work which falls outside the scope of the agreed services will be charged separately. We will advise you immediately if it becomes necessary for us to provides services outside the agreed scope and would require your confirmation to proceed.

#### 4. Disbursement and Expenses

While providing services to you we may incur disbursements or have to make payments to third parties on your behalf. These will be included in our invoice to you once the expense is incurred.

## 5. Invoices

We will send you an invoice after completion of the agreed hours specified in the engagement letter. For long-term or retainer agreement, we will invoice you on a monthly basis.

# 6. Payment

Our invoices are payable within 30 days of the date of the invoice.

## 7. Confidentiality

- We will make sure to hold in confidence any information you have provided us in relation to your business or your affairs during the course of providing you our services.
- We will not disclose any of this confidential information to any other person or third party except to the extent necessary to enable us to carry out the agreed services.



## 8. Termination of Services

- You may terminate our services at any time.
- If our retainer is terminated, you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

## 9. File Retention

- Once you engaged with us and we have completed the services to you, we keep your information in our file for at least six years and then dispose it, unless you have requested us to remove all your information from our file at any stage.
- We keep most our files online, and unless you require other format, you agree to having your records and correspondence with us stored in electronic format.

## 10. Conflicts of Interest

If a conflict of interest arises, we will advise you of this immediately.

These terms apply to any existing and future engagement with you. We are entitled to change these Terms from time to time as necessary and we will notify you of these changes.