

Standard Contract for EC Safety Solutions Health and Safety Support Services

This Agreement is made with a commencement date of (TBC) between EC Safety Solutions Ltd. (the "Consultancy", "we" or "us") and Glendower Capital, LLP ("the Client" or "you" and together with the Consultancy, the "Parties"), having its principal business at 8 St. James's Square, London, SW1Y 4JU and a further office in New York USA.

In consideration of the Client retaining EC Safety Solutions Ltd to perform health and safety support services for the Client, the Parties agree as follows:

1. Compensation and Term

The Client has retained the Consultancy, and the Consultancy hereby agrees, to perform the following services (together with any additional optional services agreed to by the Parties, the "Services"):

Retained Management Services

The Consultancy will be your named company safety advisor/manager and you will have telephone/email access to a consultant of the Consultancy at all times. Our normal working hours are between 0645 and 1900 UK time daily. Work outside of these hours can be arranged in agreement by both Parties. Our main duties will be to assist the nominated responsible person at the Client in managing the requirements of Health Safety and Welfare of the Client's company staff and others [affected by the works].

In accordance with the contract we will assist the responsible person in managing all aspects of your Health Safety and Welfare at the undermentioned agreed locations:

We will:

- Review/Produce the Client's Health and Safety and Environmental Policy documents and, where applicable, update them for approval by the Client. Compliant with UK Legislative requirements and OSHA for the US
- Annually review and update the Client's Safety Arrangements document.
- Carry out a Fire & Life Safety Audit/Inspection for the London office.
- Produce a Fire Risk Assessment check list for the New York Office
- Carry out the annual Health & Safety audit/inspections for the London Office
- Carry out a remote inspection via WhatsApp/zoom for the New York office
- Assist you in managing your DSE and Workstation assessments (Additional costs may be payable here - dependant on why we are called in) if outside of the agreed visits.
 - You will be entitled to a maximum of 45 electronic self-assessments or an agreed figure which is included within this fee, thereafter they will be invoiced at £15 per electronic self-assessment.
 - If delivered outside of the agreed visit date on site DSE/Workstation assessments will be invoiced rate of £75 per assessment with a minimum of 4 assessments or ½ / full day rate of £450
 - Remote workstation assessment will be charged at £75 per assessment
- With the assistance of a company representative review/implement up to **10** risk assessments.
- With the assistance of a company representative review/implement up to **10** COSHH assessments.
- Within normal working hours provide a telephone/email consultancy and advice service.
- If required send a consultant to the New York office to carry out physical inspections and safety coordination
- Attend the London office for ½ day every 6 months to carry out health and safety

duties (DSE assessments, inspections, safety meetings etc)

- Manage any other areas as agreed between both parties.
- If ever called upon to do so we will become an expert witness in court (the costs would depend and vary on the nature of the work involved)
- Act as your representative with external agencies such as the HSE and EHO or other safety managers that you may have contact with. (The costs would depend and vary on the nature of the work involved)

Note: *Manage, means that we will run the system on behalf of the Client, we will find the best most cost-effective company to carry out the works, but additional fees will be incurred, and the company will be invoiced accordingly. i.e. fire extinguisher servicing. (Portable Appliance Testing) PAT Testing etc*

We can organise and manage the following at an agreed cost either invoiced through EC Safety or an individual contractor.

- a. PAT Testing
- b. Fire extinguisher maintenance
- c. Alarms and Emergency Lighting Servicing
- d. Water Safety i.e. Legionella and Tap temperatures
- e. Fixed Wire Testing
- f. Environmental Audits
- g. Training

2. Expenses and Invoicing

Where applicable all reasonable and necessary business and travel expenses incurred by the Consultancy shall be reimbursed by the Client upon submission of expense reports with back-up documentation. All such expenses and all travel plans must be approved in advance by the Client.

The Consultancy will provide detailed invoices and shall maintain, and provide, upon request, backup documentation for a period of one year from the date of the respective invoices. The Client shall make full payment for services **within** fourteen days of invoice. Works already carried out and invoiced cannot be offset against future works.

If the Client must bring legal action to collect any sums due under this agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable legal fees.

The following fees shall apply:

1. Annual fee of £5750.00 +VAT This can be payable either as a one-off payment or over 12 monthly instalments of £480.00 plus VAT
2. Visits to New York would be invoiced on a day rate of £450 + travel expenses
3. Additional attendance at any company location for services in addition to those set out above as being included within the annual fee will be at a day rate of £450 per visit plus expenses.
4. Work already carried out cannot be offset against other invoices.
5. International visits will be at an agreed day rate plus expenses.

The Client is required to make payments for services within and no later than fourteen days of invoice.

3. Term and Termination

This Agreement will commence on the date stated above and shall remain in effect until either party terminates the agreement. Either party may terminate this Agreement without cause, by providing at least 30 days' written notice to the other party.

Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other party if:

1. The other Party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so; or
2. the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
3. the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986.

4. Training

As a client we also offer you Professionally Accredited and or EC Safety Solutions certified training at a reduced rate which will be agreed prior to training and dependant on the number of delegates. Payment for all training is 50% on booking and the remainder due on completion of the training.

Examples of the training available are:

- IOSH Managing and Working Safely
- First Aid at Work
- Fire Marshal / Warden
- General Safety Training (Manual Handling WAH COSHH etc)
- E-Learning

5. Guarantees by EC Safety Solutions

The Consultancy represents, warrants and undertakes to the Client:

- That it has the experience and ability to perform the services required by this Agreement:
- All advisors undertaking work for the client on behalf of the Consultancy in the provision of the Services will be competent and qualified to carry out the Services.
- Advisor qualifications will be kept up to date and certification provided upon request
- That it will perform the Services with all due skill and care and in a professional, competent and timely manner.
- That it has the power to enter and perform this Agreement
- That its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any legislative requirements.
- To comply with all Applicable Laws and the Mandatory Policies



- The client will provide requisite training for additional services required by this Agreement which are not within the consultant's area of expertise.

For the purposes of this clause, "Applicable Laws" means all applicable laws, statutes and regulations from time to time in force and "Mandatory Policies" means the Client's Anti-slavery and Human Trafficking Policy and Anti-bribery and Anti-Corruption Policy.

6. Independent Contractor

The Consultancy agrees that the Services rendered under this Agreement shall be solely as an independent contractor. The Consultancy will not enter any contract or commitment on behalf of the Client. The Consultancy further acknowledges that it is not considered an affiliate or subsidiary of the Client and is not entitled to any of the Client employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

7. Confidentiality

The Consultancy recognises and acknowledges that this Agreement creates a confidential relationship between the Consultancy and the Client and that information concerning the Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning the client is hereinafter collectively referred to as "Confidential Information." The Consultancy agrees to follow the client Information Security procedures and otherwise take all reasonable precautions for the protection of Confidential Information.

8. Non-Disclosure

The Consultancy agrees that, except as directed by the Client, it will not at any time during or after the term of this Agreement or thereafter disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to the Client all documents, papers, and other matter in its possession or control that relate to the Client. The Consultancy further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

9. Data Protection

For the purposes of this clause, the terms Commissioner, controller, data subject, personal data, personal data breach, processor and processing, shall have the meaning given to them in the UK GDPR.

Both Parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

The Parties have determined that, for the purposes of Applicable Data Protection Laws each of the Parties is a controller in respect of any personal data provided it in connection with this Agreement.

Applicable Data Protection Laws means the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

10. Property

The Consultancy agrees that work produced in the performance of this Agreement shall remain the exclusive property of the Client and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without the Client's prior written consent. Any rights



granted to the Consultancy under this Agreement shall not affect the Client 's exclusive ownership of the work product. On termination of the contract the Client will be afforded a 30-day period to recover all documents that they wish to gather. The portal will be suspended with no access on non-payment of invoices

11. Office Rules

The Consultancy shall comply with all the Client's business rules and regulations, including security requirements, when on the Client premises.

12. Conflict of Interest

The Consultancy shall not offer or give a gratuity of any type to any of the client employee or agent.

13. Entire Agreement, Notice and Assignment

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

Neither Party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the other Party.

14. Counterparts

This Agreement may be executed in separate counterparts (and signature pages may be delivered by facsimile or email) all of which together evidence the same Agreement.

15. Severability

If any provision of this Agreement is held illegal, invalid or unenforceable such illegality, invalidity or unenforceability will not affect the other provisions of this Agreement which will remain in full force and effect.

16. Liability

All of the Consultancy's employees are covered under the Company Employers Liability Insurance. If any of our consultants are injured as a result of an accident on your premises this will be investigated by us to ascertain the root cause. A full report will be issued to the Client for their approval. We accept no responsibility for any accident or incident involving the Client's staff, visitors or contractors. For the avoidance of doubt, the Consultancy does not exclude liability for death or personal injury arising from the Consultancy's own negligence or willful default.

The Consultancy will indemnify and hold harmless the Client for any loss, damage or cost suffered or incurred by the Client arising from the Consultancy's negligence, fraud or material breach of any of the provisions hereof.

17. Governing law and Jurisdiction

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in



connection with this agreement or its subject matter or formation.

WITNESSES

The Client and EC Safety Solutions Ltd have duly executed this Agreement as of the day and year first above written.

EC Safety Solutions Ltd

By: Eric L McCann
Name: Eric McCann
Title: Managing Director
Date: 16/02/2022

Glendower Capital, LLP

By: Deirdre Davies
Name:
Title:
Date: 21 /2/22

Appendix 1 Terms of Reference

1. A competent person is defined by the HSE as someone who holds the correct qualifications, knowledge and experience.
2. The minimum legal requirement for health and safety documentation is:
 - a) Health and Safety Policy Statement of Intent
 - b) The Employers Liability Certificate
 - c) Health and Safety Law Poster
 - d) Health and Safety Arrangements
 - e) Office Risk Assessment which includes the assessment of workplace and tasks
 - f) Fire Risk Assessment
 - g) DSE/Workstation Safety Assessments
 - h) Safe Systems of Work (RAMS)
 - i) COSHH Assessments
 - j) Other safe working assessments where required.

Signature: *Eric L McCann*
Eric L McCann (Feb 16, 2022 09:48 GMT)

Email: eric@ecsafetysolutions.com

Signature: *Deirdre Davies*

Email: deirdre.davies@glendower.com









EC Safety Solutions Revised Corporate Contract Glendower Capital Jan 22 v3 GC comments

Final Audit Report

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