

Dear

TERMS OF ENGAGEMENT IN RESPECT OF R&D TAX RELIEF CLAIMS

Thank you for choosing Easy R&D to assist you with your R&D tax relief claims. We are looking forward to working with you and your team.

About us

Established in 2014, we are a specialist national tax consultancy with an expert team dedicated to supporting innovative British companies, as they claim R&D tax relief. Our experienced team and specialist knowledge allow us to optimise the value of every claim and to help you with all aspects of your claim submission. To date we have processed claims for over 1,000 companies in a range of sectors across the UK economy, claiming over £100 million of R&D tax relief on behalf of our customers.

Unrivalled experience

Expertise at your service

With a national team of experienced R&D tax consultants, technical report writers and customer success managers, we offer you a unique mix of hands-on service, automated processes, and CTA-accredited expertise for every claim we make on your behalf. Our deep understanding of the detailed technical and financial information, which HMRC requires to successfully process your claim, means we optimise the value of your tax rebate, and we simplify the entire process of making a claim and receiving your tax rebate from HMRC

Benefits of our service

All of our clients have access to:

Unit 12 Bates Industrial Estate, Church Road, Romford, Essex, RM3 0HU.
Registered in England and Wales. Company Number 09191044
VAT registration GB159697052



1. An intuitive online claim portal;
2. A dedicated administrative support team;
3. Professional technical report writers; and
4. Claim submission by a qualified taxation professional.

As our name would suggest, we aim to make this process as 'easy' as possible for all parties; hence, although they are an essential component of any professional engagement, we have attempted to keep our terms of engagement as simple and as jargon-free as possible.

Who we are acting for

We are acting for the addressee company only. We will also provide you with a template Letter of Authority which should be copied onto your company letterhead, then signed, scanned and returned via email, authorising us to liaise with HMRC for your R&D tax credits.

Our scope of work

Our scope of work is to (a) provide advice to you; (b) prepare the relevant application forms/revised corporation tax returns (CT600) for you; and (c) liaise with HMRC for you, in each case in respect of R&D tax credit claims only, for a fixed term covering the accounting periods ending «First_Acct_Period» to «Last_Acct_Period» when they fall due respectively or as soon as reasonably practicable thereafter, and our appointment is on an exclusive basis.

Your responsibilities

You agree not to deal with any part of our scope of work yourself or appoint any third party to do so, without our written consent.

The directors, on behalf of the company, are legally responsible for ensuring that the company's application form/tax return for each period is true, correct, and complete. The signatory to each form/return cannot delegate this legal responsibility to others. The signatory agrees to check that forms/returns we have prepared for the company are true, correct, and complete before they approve and sign them.

To enable us to carry out our work, you agree:

- (a) that all relevant application forms/tax returns are to be made on the basis of full disclosure of all sources of income, charges, allowances, and capital transactions;
- (b) to provide the information we deem necessary to enable us to complete our work on a timely basis: we will rely on the information and documents being true, correct, and complete, and we will not audit the information or those documents; and
- (c) to authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs.

Our responsibilities

Easy R&D will always be professional and diligent in our work, and we will maintain confidentiality of information from both internal and external parties, in line with this letter and our standard terms of business (see below).

Where we prepare one or more revised tax returns for you, our professional responsibilities are limited to any proposed changes in respect of R&D tax credit claims only to the submissions already made to HMRC. Except where we deem it to be necessary for the purposes of our work, we will not seek to verify the completeness or accuracy of the original tax return(s).

Fee

Our fee is set at a flat rate of «Fee»% (plus VAT) of the derivable benefit for each successful claim in respect of R&D tax credit claims only in respect of the fixed term of our appointment. We do not charge up-front fees.

The derivable benefit may take the form of one or more of the following:

1. a reduction in the company's outstanding corporation tax liability;
2. a repayment of corporation tax already paid in respect of one or more periods (together with any repayment interest earned);
3. the generation of an R&D repayable tax credit;
4. the facilitation of the surrender of tax losses to another company in an eligible group; or
5. an increase in corporation tax losses available to set-off against future trading profits.

You are liable for our fee regardless of the extent to which you engage with us about our scope of work.

In the case of tax repayments or repayable tax credits arising, Easy R&D's fee becomes due within seven days of these gross amounts being credited to your online HMRC account.

In the case where our work results either in increased tax losses being set-off against future trading profits, or a simple reduction in the relevant period's corporation tax liability, Easy R&D's fee becomes due within seven days of the company's tax return (CT600) being submitted to HMRC.

Should the company be in arrears with corporation tax, payroll taxes or VAT, HMRC may elect to offset any potential cash repayment against overdue amounts. For the avoidance of doubt, such an action is outside of Easy R&D's control and will have no bearing on the way in which our fee is calculated.

Unlike many of our competitors, we will not levy additional fees in the unlikely event that HMRC enters into further correspondence about any of your relevant R&D tax credit claims provided that you have followed our advice. We reserve the right to charge additional fees at our then standard rates if you have failed to do so.

No win, no fee

As our fees are charged on a contingent basis, if no derivable benefit is obtained, there will be no charge for our services.

Limitation of liability

As we provide advice and guidance to senior managers and directors that may or may not be acted upon, we do not consider ourselves to be shadow directors of the company and we limit our liability on that basis.

We will not accept responsibility if you act on advice previously given by us without first confirming with us that the advice is still valid in light of any change in the law or the company's circumstances.

Standard terms of business

Our current standard terms of business are available at <http://easyrnd.co.uk/standard-terms> and should be read in conjunction with this engagement letter. We reserve the right to update our standard terms from time to time by giving you prior written notice. The standard terms form part of our agreement with you.

Agreement and acceptance

Please acknowledge your acceptance of these terms of engagement by electronically signing the confirmation below. A countersigned copy will be emailed to you.

Yours sincerely

Easy R&D Ltd

CONFIRMATION OF TERMS OF ENGAGEMENT

The company confirms the acceptance of the terms of engagement set out in this letter and our standard terms of business.

On behalf of «Company»

Signed:..... Date:.....

On behalf of Easy R&D Ltd

Signed:..... Date:.....