Mr Street Name City Country Postcode

Date: Our Ref: Your Ref:

Dear

INVESTIGATION & CONSULTING SERVICES

Further to your recent conversations with we confirm that we would be pleased to undertake your instructions and set out below details of the service that MAI Associates Limited ("MAI") is to provide to (hereinafter referred to as the "Client").

This letter incorporates MAI's standard terms of business and we enclose a copy of these for your attention. Where this letter varies MAI's standard terms of business and to the extent that a conflict exists, the terms of this letter shall take precedence over MAI's standard terms of business.

1. SCOPE OF WORK

This letter sets out the basic terms upon which MAI shall perform investigation and consultancy services. The specific services will include, but not be limited to, investigation services and serving of documents ("the **Services**"), all of a confidential nature, to the Client.

It is not possible to state the number of hours that the initial investigation will take, as that is entirely dependent on the response and feedback from various sources and data feeds.

2. REPORTING REQUIREMENTS

MAI undertakes to supply a written report in respect of the findings of MAI's investigation. The report will be supplied as soon as possible from the date of completion of the Services or an interim report will be provided as and when requested by the client.

3. AGREED FEE STRUCTURE

- 3.1 The fee structure which is agreed between the parties is as follows:
 - 3.1.1 An initial fee of £ (plus VAT where applicable), is required, and then the overall fees will be agreed.
 - 3.1.2 Any other expenses will be agreed in advance and charged at cost.
 - 3.1.3 The Client shall have a right to terminate with 30-day's notice, provided that all outstanding fees are paid to date

4. PAYMENT TERMS

4.1 The Client shall pay the invoices in full within 7 days from the date of the invoice. In the event that the Client fails to pay MAI on the due date MAI reserves the right to charge interest on the unpaid amount from the due date until payment at the annual rate of 4 per cent above HSBC bank's base interest rate, together with any applicable statutory compensation.

4.2	Payment shall be made by electronic BACS transfer to MAI's account, details of which are set out below:
	Bank : HSBC Account Name : MAI Associates Limited Account Number: 12245302 Sort Code : 40-42-12
4.4	Any accounting queries should be directed to Marc Ingram (+44 (0) 7504 220 612)
5.	CONTACT DETAILS
5.1	Director – Marc Ingram Kemp House, 152-160 City Road, London, EC1V 2NX Mob: +44 (0) 7504 220 612 E-mail: marc@maiassociates.co.uk
6.	DATA PROTECTION AND CONFIDENTIALITY
6.1	All information that MAI receives from you is in its capacity as a Data Processor. We will not disclose this information to any other persons unless expressly authorised to do so by the Client or required to do so by law. Any further information obtained by MAI is obtained in compliance with the Data Protection Act 1998.
6.2	Any report produced in this matter has been prepared solely for the Client and in all other respects the information contained in the report is confidential. It should not be used, reproduced or circulated for any other purpose in whole or in part without the express authorisation of MAI. We do not accept any liability or responsibility to any third parties for breaches of this restriction or for any opinions expressed or information included in any report produced.
7.	LIMITATION OF LIABILITY
	The enquiries and report in this matter will be based on the initial information disclosed to MAI by the Client. Accordingly, the Client will indemnify MAI and its officers and employees against any direct loss, damage or other liability incurred or sustained in connection with any work undertaken under this agreement as a result of any error or mistake made by the Client in the information supplied to MAI.
8.	VARIATION
	There shall be no variation to the terms and scope of this letter unless any such variation is expressly agreed between the parties.
9.	ENTIRE AGREEMENT
9.1	This letter together with MAI's standard terms of engagement constitutes the whole of the agreement between the parties.
Please	confirm your agreement to these arrangements by signing this letter and returning it to me.
Yours sincerely	
Marc Ingram Director, MAI Associates Limited	
We,	(the "Client"), confirm our agreement to the terms set out above
Signed	l: Date:

Name: For and on behalf of the Client