



Master Policy & Terms of Service

Effective Date: January 1, 2024

1. Definitions and Interpretation

1.1. In this Agreement:

- “Consultant” means EJM Business Consultancy Services and its authorized staff.
- “Client” means the recipient of Services as identified in the engagement letter.
- “Deliverables” means any materials, reports, or outcomes produced under this Agreement.
- Headings are for reference only and do not affect construction.

2. Background and Parties

2.1. This Agreement is made between EJM Business Consultancy Services, a registered professional entity, and the Client identified in the Engagement Letter.

3. Scope of Services

EJM provides professional business consulting, including registration, compliance, accounting, HR and operational support as defined in project-specific schedules. Engagements may be further specified by Statements of Work, which form part of this Agreement.

4. Term and Appointment

The engagement commences on the Effective Date and continues until completion, expiry, or termination under Section 15. Renewal terms may be specified in the Engagement Letter.

5. Consultant Obligations

EJM shall exercise reasonable skill, due care, and diligence in accordance with best commercial practices. All Services will comply with applicable laws and be performed by suitably qualified personnel, subject to periodic quality reviews.

6. Client Obligations



EJM BUSINESS CONSULTANCY SERVICES
📍 **Location:** 7 R Melendres Street, Takungan
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✉ **Email:** ellazarjustinem@gmail.com

Clients must provide timely access, information, approvals, and cooperation, and abide by reasonable instructions for project success. Failure to do so may relieve EJM of delivery obligations without liability.

7. Fees, Expenses & Payment Terms

- Fees are set out in the Statement of Work or Engagement Letter.
- Payment due within 5 business days of invoice unless otherwise agreed.
- Out-of-pocket expenses will be pre-approved and invoiced at cost.
- Interest accrues on late payments (1.5% monthly or maximum allowed by law).

8. Intellectual Property

All rights, titles, and interests in custom Deliverables are assigned to Client upon full payment.

Pre-existing intellectual property, methodologies, and templates remain the property of EJM.

Use of third-party technology or data will be governed by separate licenses.

9. Confidentiality & Data Protection

Both parties shall strictly protect confidential information, including trade secrets and client data.

Client data processed is subject to NZ Privacy Act 2020, GDPR, and relevant laws.

Obligations survive for three years post termination, except where disclosure is legally compelled.

10. Non-Solicitation & Non-Competition

During the term and for twelve (12) months following termination, Client shall not directly or indirectly solicit EJM's staff or contractors for employment or engagement in a competing business.

11. Insurance

EJM maintains professional indemnity insurance to cover liabilities arising from its services. Evidence of coverage may be furnished upon request.

12. Limitation of Liability & Indemnity



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Except for fraud, willful misconduct, or breaches of confidentiality, EJM's aggregate liability in any calendar year is capped at amounts paid by Client in the preceding four weeks. EJM is indemnified against losses, claims, or liabilities arising from Client's breach or failure to provide accurate information.

13. Force Majeure

Neither party is liable for non-performance caused by events beyond reasonable control (including natural disasters, war, strikes, or government action). Obligations are suspended for the duration of such events.

14. Warranties & Representations

EJM warrants provision of services in a professional manner but disclaims all other warranties, including fitness for a particular purpose unless expressly stated. No tax advice or legal advice is provided unless specifically contracted.

15. Termination & Transition

Either party may terminate with 14 days' written notice. Immediate termination may occur for breaches, non-payment, or illegal conduct.

Upon termination, accrued fees remain payable.

Transition assistance for handover may be provided at additional fees if requested, as per schedule.

16. Dispute Resolution

Disputes must first be negotiated in good faith for 15 business days.

Unresolved issues proceed to confidential mediation or binding arbitration in Auckland, NZ, under the Arbitration Act 1996 or equivalent local law.

If arbitration fails, the Courts of New Zealand have exclusive jurisdiction.

17. Compliance

EJM and Clients must comply with all applicable laws and regulations in relevant jurisdictions, including New Zealand, Philippines, UAE, and USA.

EJM is committed to ethical business conduct, anti-corruption, anti-bribery, and respect for diversity.

18. Notices

Formal notices must be sent to the addresses specified in the Engagement Letter, via registered mail and email, and are effective upon receipt.



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19. General Provisions

- **Entire Agreement:** This instrument, plus all referenced schedules, constitutes the entire understanding between the parties, superseding prior communications.
- **Amendments:** Changes are only effective if made in writing and signed by both parties.
- **Severability:** Invalid provisions will be amended or severed; the remainder remains enforceable.
- **Assignment:** Rights or obligations may not be assigned without prior written consent, except in cases of corporate restructuring.

20. Acceptance

Engaging EJM constitutes acceptance of all terms.

Signatories affirm they have the authority to bind their businesses to this Agreement.

EJM Business Consultancy Services

Serving USA | New Zealand | UAE | Philippines

Tagline: Guiding businesses every step of the way – A Hive of Professionals Driving Your Success