

TERMS & CONDITIONS OF BUSINESS

Registered in England: No 06715934

Registered Office: c/o Maroon Accounts, 18A North Street, Leatherhead, Surrey KT22 7AW, UK

1. INTELLECTUAL PROPERTY

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2. DATA PROTECTION

- 2.1 eccora Ltd is registered under the Data Protection Act 1998 under Registration Number Z2009131. The company has produced a Data Protection Policy. To request a copy or to address any enquiries regarding this policy, this must be directed in writing for the attention of our Data Protection Officer.
- 2.2 Under the Data Protection Act 1998, you have the right to request details of your Personal Data held or processed by us. Please send such requests in writing, together with adequate material to confirm your identity, to the address on our contacts page, marked for the attention of the Data Protection Officer.
- 2.3 If you believe that any information held by us is incorrect, inaccurate or incomplete, then you must write without delay to our Data Protection Officer, highlighting the corrective action to be taken. If any information is found to be incorrect, it shall be corrected promptly.

4. RULING CONDITIONS

- 4.1 These terms and conditions ("the Conditions") alone shall govern and be incorporated in every contract for the provision of services ("the Services") by or on behalf of eccora Ltd ("the Company") with any person ("the Client").
- 4.2 All contracts (including those made in the future) for the provision of Services made by or on behalf of the Company are subject to these Conditions, unless they are excluded or varied by express written agreement between the Company and the Client. The Client's terms and conditions shall not apply.

Utilising the services of the Company will signify your acceptance of our Terms and Conditions of Business and the stated pricing structure.

5. ESTIMATES & PRICING

- 5.1 Estimates will remain valid for a period of three months from the date of submission and are based on the estimated time required to conduct the assignment and unless specified exclude disbursements, administration charges and tax. An additional amount to cover administrative management, secretarial costs and photocopying may be added to all invoices and unless agreed in advance will not exceed 10% of chargeable fees. Estimates are not to be construed as an undertaking or warranty as to results.
- 5.2 If the work involves the Company, or employees of the Company, being required to attend in court proceedings as an appointed expert, expert witness or ordinary witness, the Company will charge the Client for all the work undertaken at the standard hourly fee rate. This applies even if Company is covered by rates laid down by government, or if the Client should have their costs determined by the court.
- 5.3 The Company reserves the right to revise charges to take account of any increase in the cost to the Company of providing the Services or special, extraordinary or exceptional payments made on the Client's behalf and incurred with the prior approval of the Client.
- 5.4 Terms of payment are strictly net, if not otherwise agreed separately in writing or marked on the front of the invoice.
- 5.5 Thereafter the Company will submit invoices in respect of the actual charges incurred by the Company at monthly intervals which are payable in Sterling and due for payment within 30 days of the date of invoice. Time of payment shall be of the essence of the contract between the Company and the Client.
- 5.6 The Company reserves the right to set a credit limit against each client and reserves the right to suspend all assignments when payment has not been received by the due date or where such credit limit is reached or exceeded.
- 5.7 If the price of any Service is not paid in full to the Company on the due date then (without prejudice to any of the Company's other rights and remedies in respect of such breach) the Client shall pay interest on all sums due but unpaid at the rate of 3% above HSBC's base rate from the due date until the date payment is received by the Company.
- 5.8 Questions arising from the submission of an invoice or conduct of an assignment will not be entertained by the Company unless raised prior to the due date for payment. Until payment has been made in full in accordance with Conditions above no report, material or information generated by the Company shall be used by the Client in any actions legal or otherwise. Upon payment and not earlier ownership in any report, material or information shall pass to the Client.

6. INSTRUCTIONS

- 6.1 It is important that we are able to identify who is responsible for settlement of all our invoices and for reimbursement of all our costs and expenses. We shall be entitled to assume, unless otherwise instructed in writing, that this is the person (including an individual, firm or company) providing us with the instructions in relation to a matter. Thus if we accept instructions from professional representatives, such as lawyers, trade mark attorneys or patent attorneys (whether in the UK or abroad) they will be

responsible for settlement of all our invoices and for reimbursement of all our costs and expenses incurred in carrying out their instructions. We shall also be entitled to assume that they are entitled to instruct us on behalf of the Client, and that they will communicate these Terms of Business to, or assist us to communicate directly with, the Client to meet our regulatory obligations.

- 6.2 If you wish us to render invoices to and accept payment from another entity (for example, another company in the same group) then we may be willing to do this; however, responsibility for making such payment remains with you.
- 6.3 We welcome instructions from new clients and start up companies. Nevertheless, for all new clients we reserve the right to seek adequate funds on account in advance of carrying out any work. In addition, for newly formed limited companies, we expect the directors to be personally responsible for our reasonable charges and costs incurred in accordance with instructions made on behalf of the company. We may ask directors to sign an undertaking to this effect.
- 6.4 All oral instructions must be confirmed in writing. We accept no liability for any misunderstandings or misinterpretation of oral instructions, or for the absence of written confirmation thereof, whether on our part or that of you or the Client, arising as a result of you or the Client's failure to comply with this Clause 6.4.

7. COMPLETION OF SERVICES

- 7.1 The Company shall not be liable to the Client in any way whatsoever for any delay in completing the Services agreed upon by the Company and the Client.

8. FORCE MAJEURE

- 8.1 Without prejudice to the generality of Condition 7 above the Company reserves the right to suspend the provision of any Services which have not been carried out by virtue of any cause over which the Company has no control.

9. USE OF REPORTS & FILES

- 9.1 Reports shall be submitted by the Company to the Client, however draft reports and working papers, save those provided by the Client, will remain the property of the Company and are not transferable to any third party.
- 9.2 No report shall be used by the Client until payment has been made in full in accordance with Condition 5.5 above at which time and not earlier ownership in any report shall pass to the Client.

10. LIABILITY

- 10.1 Subject to Condition 10.2 the Client shall indemnify the Company from any liability, costs and other expenses directly or indirectly incurred or suffered by the Company in connection with claims or proceedings brought against the Company by third parties resulting from their actions in accordance with the Client's instructions.
- 10.2 The Company shall be responsible towards the Client in the event of the latter suffering direct loss attributable to a wilful and/or negligent breach by the Company of any of its obligations under the contract ("the Breach"), PROVIDED always that the Company's liability in respect of any loss (including all

manner of costs, fees and expenses) shall not exceed £500,000 and for the avoidance of doubt the Company shall be deemed not to have committed a Breach when acting upon instructions from the Client.

11. PERFORMANCE OF COMPANY'S OBLIGATIONS

11.1 The Company shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under the contract through any company in its group of companies.

12. COMPANY EMPLOYEES

12.1 Throughout the term of the contract and for twelve months after the termination for whatever reason the Client will not offer employment, solicit, use the services of or employ in any capacity involving work of the type carried out by the Company, any person who is or shall have been a servant or agent of the Company whilst the contract is in force. The Client also agrees not within any such period to give employment to any firm or company which is managed or controlled directly by any such person and which offers a similar service to that provided by the Company.

13. CONFIDENTIALITY

13.1 Information and reports exchanged between the Client and the Company are private and confidential and are accurate to the best of the knowledge of each at the time of submission. They are submitted without prejudice and are provided for the exclusive use of the Client or the Company and their agents and advisers. The content of any reports will not be divulged by either parties to any third party without the prior consent of the other.

13.2 The Company and the Client and their advisers and agents shall hold any information of a confidential nature supplied or acquired pursuant to the contract in strict confidence and secrecy and shall not use, disclose, publish or otherwise make available to any third party any such information save as is necessary for the proper performance of the relevant party's obligations under the contract

14. TERMINATION

14.1 The Company shall be entitled to terminate the contract forthwith by notice in writing to the Client if the Client commits any breach of any of the terms or conditions of the contract or the Client becomes insolvent or suffers a petition to be presented that it be placed in liquidation or is adjudicated bankrupt (or in each case the equivalent in any jurisdiction).

15. ASSIGNMENT

15.1 The Client may not, without the written consent of the Company, assign, make over, transfer, charge or otherwise dispose of any of its rights or obligations under the contract, or sub-contract or otherwise delegate any of its obligations hereunder.

16. NO REPRESENTATIONS, WARRANTIES

16.1 The Client acknowledges that, in entering into this contract, it does not do so on the basis of and does not rely on, any representation, warranty or other provisions except as expressly provided herein and all conditions, warranties and other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law and for the avoidance of doubt the Company gives no warranty as to

results including without prejudice to the generality of the foregoing, that the Company will achieve any objectives agreed upon with the Client.

17. GOVERNING LAW & JURISDICTION

17.1 The construction, validity and performance of this Agreement will be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales to resolve any dispute arising between them.

18. CONTACT INFORMATION

18.1 eccora ltd
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The information given herein is correct at the time of publication.

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