

Coopers & Lloyds Terms & Conditions

THIS AGREEMENT is made as of the XXXXXXXXXX (the "Effective Date") BETWEEN:

(1) C & L (Registered No: 12499794) ("Provider") whose registered office is
133, Westfield Avenue, Watford, England, WD24 7HF

(2) CUSTOMER NAME LIMITED (Registered No: XXXXXXXX) ("Customer") whose registered
office is
(Each of Provider and Customer, a Party and, collectively, the "Parties")

The Provider will supply Services in accordance with the terms and conditions of this Agreement.

This Agreement comprises:

- (i) this page;
- (ii) the terms and conditions which follow;
- (iii) any Statements of Work which are pre-existing at the Effective Date and signed by both parties;
- (iv) Any future Statements of Work which may be signed by both parties.

1. DEFINITIONS

1.1 The following expressions have the following meanings in this Agreement:

Consultant means an employee of the Provider, or a sub-contractor engaged by the Provider to provide the Services.

Documentation means documentation provided by the Provider to help the Customer to use the Services

Intellectual Property Rights means any patent applications, trademarks, trade mark applications, trade names, registered designs, copyright, database rights or similar intellectual property rights created, developed, subsisting or used in connection with the Services

Services mean any or all of the Managed Services, Professional Services, Software Support and Maintenance, Advices to be performed by the Provider under this Agreement.

Project Fees means the agreed consideration, to be paid by the Customer to the Provider for the supply of Project Services, as specified in the Statement of Work to this Agreement.

Statement of Work means a document signed by both parties (or referenced by this

Agreement which is signed by both parties) which details Software and/or Services to be delivered under this Agreement.

1.2 C & L is engaged in a project ("the Project") providing professional services or software as detailed in The Schedule or The Statement of Work. C & L Ltd has agreed to provide Consultancy, recruitment or software services (the "Services") in connection with the Project and the Customer has agreed to appoint C & L Ltd on the terms set out below.

1.3 In the event of any conflict or ambiguity between the components of this Agreement, the components shall have the following priority: first the Statements of Work, then secondly this Agreement.

2. TIME & MATERIALS

2.1 Unless otherwise stated in a relevant Statement of Work, the Provider will charge the Customer for the Services on a time & materials basis. Under this basis, all prices quoted to the Customer are estimates only and are subject to change by the Provider. The Provider shall notify the Customer as soon as reasonably practicable of any changes in its estimates relating to the Services.

3. PAYMENT AND CHARGES

3.1 Prices for Software and Services are detailed in the appropriate Statements of Work and are expressed in pounds sterling unless otherwise indicated. All prices are stated exclusive of VAT, which will be charged to the Customer at the then prevailing rate where appropriate.

3.2 Charges for Professional and Software Services together with any related expenses will be invoiced by the Provider in appropriate stages or monthly in arrears.

3.3 The Customer shall reimburse the Provider for all reasonable and applicable business expenses incurred in providing the Software and Services, including but not limited to accommodation, travel and subsistence. Expenses will be recharged at cost or standard rates approximately equal to cost.

3.4 A working day shall comprise any 8 working hours not including travel (unless travel falls into the criteria specified later in this clause). Prices are based on the provision of Services during normal working hours, defined as 9 am to 5 pm Monday to Friday excluding public holidays. Work outside of these hours will be undertaken at the discretion of the Provider and, unless otherwise stated in a relevant Statement of Work, will be subject to additional charges. The Provider will also charge for travelling time overseas and for exceptional journeys made at the Customer's request.

- 3.5 If, in exceptional circumstances, there is a need for Consultants to put in significant extra effort to meet deliveries, the following conditions will apply:
- Any such work must be authorized paid time off in lieu as compensation for significant extra effort, provided it is agreed in advance.
 - Resource Management can authorize paid time off in lieu as compensation for significant extra effort, provided it is agreed in advance.
 - The Consultant should record time in lieu as days or half-days on his/her timesheet, marking the entries to show that they are for time in lieu. The Assignment Manager will initial these entries to confirm that they have been authorized.
 - If consultant work at the weekend or on a public holiday has to be authorized but it is not practical to grant time in lieu. The time may be recorded on the timesheet and will be paid at the agreed rate per day.
- 3.6 The Provider reserves the right to amend its prices for subsequent Software and Services. The Provider will give the Customer written notice, usually in the form of a new Statement of Work, for any change to prices or charge-out rates before starting work.
- 3.7 If no payment terms are stated in a relevant Statement of Work, payment for undisputed Software, Services and related expenses is due and will be made by the Customer within 30 days of date of invoice for the same, payment being made by way of electronic bank funds transfer to bank account of the Provider's choosing.
- 3.8 This Agreement is divisible. Each delivery of Software or Services shall be invoiced separately and is payable in full and without set-off or deduction and in accordance with the payment terms (i) notwithstanding that the Software or Services form only part of a Statement of Work or project which has not been completed, and (ii) without reference to and notwithstanding any defect or default in any other Software or Services.
- 3.9 Failure to meet due payment dates will entitle the Provider to stop work and withhold or remove Services, Software Maintenance until such time as payment is received, except where such failure relates to an invoice on which the Customer has notified a dispute in good faith. The Customer shall not have any right to withhold, or any right of set-off, with respect to payments due to the Provider under this Agreement.
- 3.10 The Provider shall be entitled to charge interest and charges on all overdue accounts as set down in the Late Payment of Commercial Debts (Interest) Act 1998.
- 3.11 In consideration of the provision of the Services, the Customer agrees to pay to C & L Ltd the fees specified in the relevant Schedule, or Statement of Work or Order Form.
- 3.12 For software purchases, license keys/dongles will only be released to the Customer when cleared funds reach C & L Ltd clearing bank.

3.13 When the purchase of software is part of an overall engagement, the software sale will be invoiced separately. License keys/dongles will only be released to the Customer when cleared funds reach C & L Ltd clearing bank.

3.14 Any queries that relate to an invoice should be escalated as per the dispute resolution (refer clause 8). During the dispute resolution, the agreed payment terms should be adhered to by the Customer for any undisputed amount.

3.15 Disputes to invoices will be dealt with separately (refer clause 8) to payment and where necessary, C & L Ltd will make a refund to the customer.

4. GENERAL OBLIGATIONS

4.1 Subject to obtaining satisfactory undertakings in respect of confidentiality, the Provider will on request co-operate with, and will procure that any Provider Personnel shall co-operate with, any third party supplier appointed by the Customer from time to time to:

- enable the Provider to meet its obligations under this Agreement; and
- Facilitate effective integration between the Provider and the third party supplier to the extent required in connection with the correct and proper performance of the Services (or parts thereof).

4.2 The Provider shall promptly notify the Customer in writing in the event that it believes that it is materially hindered in the performance of its obligations under this Agreement as a result of the failure of the Customer, a member of the Customer Group or any third party supplier to co-operate with the Provider. In such event, the Customer shall:

- alleviate any reported difficulties experienced by the Provider; and
- Prevent any delays or resulting extra costs being incurred by the Provider as a result of the failure by the third party supplier to co-operate with the Provider.

5. PROVIDER UNDERTAKING

5.1 In consideration of the payment of the Project Fees by the Customer to the Provider, the Provider undertakes to provide the Project Services subject to the terms and conditions of this Agreement.

5.2 The Provider undertakes that it will perform the Project Services to such high level of professional industry standards to be expected at all times, and devote such time, attention, skill and ability to the performance of the Project Services as the Customer may require.

5.3 The Provider will be responsible to exercise its own control over how the Project Services are to be completed, where they are to be performed, and will have complete flexibility as to hours worked. The Provider recognises that the Customer has a right to review

of the progress of the Project Services and shall use all reasonable endeavours to discuss and agree with the Customer the allocation and execution of the Project Services as necessary.

5.4 The Provider shall take all necessary steps to comply with any timetable or other targets for progress or delivery or completion of any task comprised within the Project Services as agreed in writing between the Provider and the Customer.

5.5 The Provider shall assign Consultants with qualifications suitable for the work described in the relevant Statement of Work and shall have the right to replace a Consultant during provision of the Services with another appropriate Consultant.

5.6 The Provider reserves the right to sub-contract any of the Services to be provided under this Agreement, including to any one or more of its affiliated entities, but shall remain at all times responsible for the delivery of the Services.

5.7 On all occasions that the Provider provides the Personnel to work on any Customer site from time to time, the Provider will ensure that the Personnel will observe Health and Safety regulations (Health and Safety at Work Act 1974) and will comply with all reasonable requests made by the Customer in relation to data protection, working hours or security

6. SPECIFICATION AND CHANGE CONTROL

6.1 Statements of Work will be prepared by The Provider and submitted to the Customer for approval and no Services shall be commenced until such approval has been obtained.

6.2 Any change to the Services shall be mutually agreed and an appropriate addendum to the Statement of Work signed by both parties. The original Statement of Work shall remain in effect unless and until an addendum has been signed by both parties.

6.3 Reasonable changes to the Services shall not be unreasonably refused or delayed by either party. The Customer acknowledges that any change may affect delivery times and pricing.

7. INTELLECTUAL PROPERTY

7.1 Copyrights, patent rights and all other intellectual property rights in: (i) all Software, Professional Services, Managed Services, Software Support and Maintenance and related Statements of Work and Documentation and (ii) all ideas, know-how and techniques provided, utilised or developed by the Provider in connection with this Agreement shall be remain the property of the Provider, its suppliers and its licensors.

7.2 The Provider warrants that it owns or has valid licences for the intellectual property rights

necessary for the performance of its obligations and also warrants that no documents or other material and data or other information and devices or processes in the Project Services which infringe any third-party intellectual property rights.

7.3 The Provider undertakes to indemnify (without limitation) the Customer against all loss and damage sustained or incurred as a result of the Provider's company breach of the warranty

8. WARRANTY

8.1 The Provider will ensure that all personnel assigned by C & L Ltd to the Customer are competent, skill, experience, qualifications and knowledge and capable of providing the Services

8.2 The Provider shall be liable for the reasonable correction, at its own cost, of material defects in the provision of the Services which are notified to the Provider in writing by the Customer within 30 days from the date of delivery. If the Customer fails to notify the Provider within the said 30 or 90-day period (as applicable), the Customer will be deemed to have fully tested the same and to be wholly satisfied with the results thereof.

8.3 Except for the expressed warranties above, the Provider disclaims all other warranties relating to any Software or Services, whether expressed or implied by law or otherwise (including the implied warranties of merchantability and fitness for a particular purpose) and the foregoing warranties are in lieu of all obligations or liabilities on the part of the Provider for damages arising out of or in connection with the provision of Software or Services.

9. DISPUTE REVOLUTION

9.1 Both parties shall attempt to resolve any dispute relating to this Agreement through negotiations between senior executives of the parties who have authority to settle the matter.

9.2 If the matter is not resolved within 10 days through negotiation, the parties may, at their election, attempt in good faith to resolve the dispute through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution in London.

9.3 If the matter has not been resolved by an ADR procedure within 30 days of the initiation of that procedure, or if either party does not wish to participate in an ADR procedure, the dispute may be referred by either party to the English courts and the parties submit to their jurisdiction for that purpose.

10. CONFIDENTIALITY

- 10.1 The parties shall keep confidential each other's trade and business secrets, and all other information obtained in connection with this Agreement that is designated as confidential. The parties agree not to make such confidential information available in any form to any third party except as may be required by law or by a body of competent jurisdiction.
- 10.2 Neither party shall have such obligation with respect to information which is already in its possession, is independently developed, becomes publicly known through no wrongful act of such party, or is lawfully obtained from a third party with no restriction on disclosure.
- 10.3 The parties shall require their employees, sub-contractors and any authorised third parties having access to such confidential information to adhere to the confidentiality obligations set out herein.
- 10.4 Subject to the Customer's advance approval of the content (such approval not to be unreasonably withheld or delayed), the Provider may publicise a case study describing any Software or Services supplied under this Agreement.
- 10.5 Neither party shall engage in any practice which has an adverse effect on the reputation of the other party.
- 10.6 These obligations of confidentiality will remain in force beyond the cessation or other termination of this Agreement.

11. Indemnity and Insurance

- 11.1 The Provider will indemnify the Customer for direct physical damage to tangible property, excluding loss of or damage to data, documents or other software, caused by the negligence of its Consultants while acting in the course of its business, provided that the Provider's total liability to the Customer under this Agreement shall be limited to £1,000,000 for any one event or connected events arising out of a single cause.
- 11.2 The Provider shall in no event be liable for the loss of or damage to any document or data supplied by the Customer. It is specifically declared to be the Customer's responsibility to ensure that it has and maintains adequate back-up copies of any documents or data. If the Customer fails to maintain adequate back-up copies, the Provider shall charge the Customer for any time spent in attempting to recover files, whether successful or not.
- 11.3 Under no circumstances shall the Provider be liable for i) loss of profits, revenue, contracts, goodwill or anticipated savings or for any incidental, consequential, special or indirect losses or damages arising under, out of or in connection with this Agreement or any breach of it, or arising from the supply or use of or any defect in the Software, Services or Documentation; or ii) any loss or damage which could have been avoided by the Customer

following the Provider's reasonable instructions and advice.

- 11.4 With the exception of any loss or damage sustained or incurred by the Customer in respect of (a) death or personal injury caused by the Provider's negligence; or (b) fraud on the part of the Provider, the Provider's liability hereunder shall be limited in aggregate to the sum of £250,000.
- 11.5 The Provider shall insure with a reputable insurance company against all loss or damage. Such insurance cover shall include employees' liability, public liability and professional negligence. The Customer reserves the right to see proof of such insurance cover upon request.

12. NON - SOLICITATION

- 12.1 During the term of this Agreement and for a period of two years after final payment has been received by the Provider for any of the Software or Services to be provided hereunder, the Customer shall not, whether directly or indirectly, actively solicit nor offer employment to nor contract the services of any of the personnel who have been engaged in work performed under this Agreement without the prior written consent of the Provider.
- 12.2 In the event of the Customer employing or using the services of any such personnel, whether directly or indirectly, without the Provider's prior written approval, the Customer shall pay the Provider a sum equivalent to the current annual gross earnings of that person. Such sum shall be due and payable immediately upon the termination of such individual's employment or contract for services with the Provider.

13. SUBSTITUTION

- 13.1 The Provider may send a substitute or delegate to perform part or all of the Project Services, subject to the written agreement of the Customer. Such written agreement of Customer shall not be unreasonably withheld or delayed by the Customer. The Customer can withhold only if reasonably, is not satisfied that the proposed substitute or delegate possesses the requisite skill, qualifications, expertise or experience to perform the Project Services to the required standard.
- 13.2 In the event, that the Provider wishes to send a substitute or delegate, the Provider shall (at the Customer's request) also provide the originally named Personnel for a period of not more than 1 week to work alongside the proposed substitute/delegate (at no additional cost), in order to ensure a full and complete handover of Project Services work in progress.
- 13.3 Customer shall have no contractual relationship with the substitute or delegate, who is answerable only to the Provider. The Provider shall be solely responsible for arranging payment to the substitute or delegate.

14. TERMINATION

- 14.1 This Agreement shall commence on the Effective Date and shall remain in force until terminated by either party giving not less than three calendar months' notice to the other.
- 14.2 The Provider shall not be in breach of this Agreement by reason of a defect or failure of performance caused or made serious by a change to the software or system environment implemented without the Provider's approval in writing. Where such unauthorised changes substantially impede or make more-costly the provision of Services hereunder, the parties shall in good faith re-negotiate the price for the affected Services and/or agree a new Statement of Work.
- 14.3 The Provider may terminate this Agreement in the event of the Customer attempting to assign the Agreement or transfer its obligations, rights or duties (other than to a Group Company) without the prior written consent of the Provider.
- 14.4 This Agreement may be terminated upon service of written notice by either party where the other
- passes a resolution or an order is made for its winding up, other than for the purpose of a solvent amalgamation or reconstruction; or
 - becomes subject to an administration order; or
 - Has a receiver or administrative receiver appointed over any of its assets or undertakings. Under such circumstances the party serving notice may also (without prejudice to any of its other rights) suspend deliveries of Software and Services.
- 14.5 In the event of termination of this Agreement for any reason, all property in the possession of either party belonging to the other shall forthwith be returned and all monies due and owing to the Provider shall be paid by the Customer.
- 14.6 Termination of this Agreement howsoever arising shall not discharge either party from any existing obligation accrued prior to the date of termination or affect the continuing application of clauses which are intended either expressly or by implication to survive such termination.
- 14.7 Termination of this Agreement shall be without prejudice to the accrued rights of the Parties hereunder.

15. AMENDMENTS

- 15.1 This Agreement shall not be amended or modified except in writing signed by duly authorized representatives of each of the parties.

15.2 No failure to delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case maybe.

15.3 The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

16. NOTICE

16.1 Notices provided in this agreement shall be in writing may be delivered by hand or sent by registered post or email (provided that all notices in relation to breach, suspension or termination and/or any document concerning legal proceedings or proposed legal proceedings or claims will be delivered by registered post in accordance with the provisions of this Clause)

16.2 Any notice or other document shall be deemed to have been received by addressee in 72 hours following the date of dispatch of the notice or other document by post or, where the notice or other document is sent by hand or is given by telex, facsimile or other electronic media, simultaneously with the delivery or transmission. To prove the giving of a notice or other document, it shall be sufficient to show that it was dispatched.

17. ASSIGNMENT

17.1 Neither party may assign or transfer this Agreement or any of the rights arising under it without the prior written consent of the other party which shall not be unreasonably withheld.

17.2 The Provider may assign any amount due from the Customer under this Agreement for the purpose of confidential invoice discounting with its bankers.

18. FORCE MAJEURE

18.1 Neither party shall be responsible or liable for any failure or delay in the performance of any of its obligations under "Force Majeure Event" which means beyond the reasonable control of a party including, without limitation, strikes, lock-outs, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or Governmental order, rule, regulation or direction, accident, fire, flood or storm

18.2 Either of the party promptly notifies the other party in writing of the occurrence of the Force Majeure Event and the effects of such event on its ability to perform its obligations under this Agreement

18.3 If the Force Majeure Event continues for more than 30 days either party may terminate

this Agreement by giving not less than 30 days' notice in writing to the other party.

19. THIRD PARTY RIGHTS

19.1 Other than the Customer and the Provider, no person shall be deemed to be a party to this Agreement under the Contracts (Rights of Third Parties) Act 1999 and no such person shall have any right there under to enforce any of the terms of this Agreement.

20. ENTIRE AGREEMENT

20.1 This Agreement shall constitute the entire Agreement between the parties in relation to its subject matter, and all prior communications, oral or written. Any terms, conditions, warranties, representations or guarantees contained or referred to in any other documentation are disclaimed and excluded and the Customer warrants that it has not relied on the same in entering into this Agreement. No deviation from this Agreement shall be binding unless mutually agreed in writing by the authorised representatives of both parties.

21. GOVERNING LAW

21.1 This Agreement shall be construed in accordance with the laws of England and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of England

STATEMENT OF WORK	
Project Services Type	Managed Services / Consultancy Service / Support Services / Programme Module / Delivery Service / Interim Services
Service Details	Statement of Work
Project Fee Structure Schedule	Milestone 1: Payment due: <ul style="list-style-type: none"> As per formally quoted fees for C & L Rate Card Agreed per engagement for Professional Services
Expenses	
Commencement Date	
Estimate Renewal Date	
Estimate End Date	
Project Duration	



Working towards Customer Success

C & L Terms & Conditions

Special Provisions and Requirements		
Additional Information		
Payment Terms	30 calendar days from date of invoice unless other payment terms negotiated and accepted as part of the sales process and noted in any statement of work or formal quotation or order form	
Dated		Dated
Name & Designation:		Name & Designation:
Signed		Signed
For and on behalf of the Provider		For and on behalf of the Customer