

Jacobs U.K. Limited Standard Terms

(August 2019 Version)

1. Entire Agreement

These standard terms together with the Proposal made by Jacobs UK Limited ("the Consultant") as accepted by the Client comprises the entire agreement between the parties ("the Agreement") and supersedes all prior representations, warranties and agreements of whatsoever nature between the parties.

2. The Services

The Consultant warrants that it shall carry out the Services (as described in the Proposal) with reasonable skill and care. The Consultant shall use reasonable endeavours to adhere to any programme agreed for the services but shall incur no liability for any failure to do so.

3. Changes

The Client may by giving written notice to the Consultant from time to time make changes in the Client's requirements and information, issue additional instructions and require additional services or direct the omission of part of the Services without invalidating this Agreement. Before any such change, addition or omission is performed, the value thereof to the Consultant shall be determined by mutual agreement of the Parties. In the event that the Parties do not mutually agree the value of any such change, addition or omission as aforesaid in writing prior to performance thereof they shall use best efforts to do so as soon as reasonably practicable thereafter. In the absence of agreement, additional payments shall be in accordance with Clause 7 and the value of an omission shall be computed on the basis of the estimated cost to Consultant which would have been incurred had the Services not been omitted. If subsequent to the commencement of any Services the cost to the Consultant of performing any part of the Services is increased by reason of the coming into force of any law, statute, by-law, regulation or other measure having the force of law and for which no adequate provision is made, the amount of such increase shall be added as the case may be.

If the Consultant suffers (or is likely to suffer) delay and/or incurs (or is likely to incur) additional costs as a result of Brexit the Consultant shall be entitled to an extension of time for any such delay, and payment of any such additional cost. For the purpose of this Agreement "Brexit" means the United Kingdom (regardless of which countries comprise the United Kingdom at such date) ceasing to be either a (a) member state of the European Union, (b) member of the European Economic Area and/or (c) member of the EU customs union.

4. Obligations of the Client

The Client warrants that it has obtained all approvals, consents, licenses, permissions, certificates and statutory agreements required from any competent authority and all consents and agreements from and with third parties necessary for the performance of the Services in accordance with this Agreement. The Client shall indemnify and hold harmless the Consultant from and against all consequences of a failure in this respect. The Client shall arrange such rights of access to property and use of facilities as described in (or reasonably to be inferred from) this Agreement. The Client shall supply to the Consultant, promptly and free of charge: (a) any instructions, decisions, consents and approvals, and (b) any relevant data and information in the Client's possession, that the Consultant may reasonably require in order to carry out the Services. The Client shall use reasonable endeavours to supply to the Consultant promptly and free of charge any other things that the Consultant may reasonably require in order to carry out the Services

5. Site Operations

If the Services include visit(s) to site(s) by the Consultant's personnel the Client shall be responsible for the safety of the Consultant's personnel and the Consultant shall be relieved from performance of the Services whilst it considers the site to be unsafe. The Consultant shall not be deemed to have assumed the role of occupier, or otherwise to have assumed control of or responsibility for a site or personnel on it. If the Consultant is authorised to direct or supervise the work of any others, the Client shall indemnify and hold harmless the Consultant from and against any claims arising therefrom, even to the extent of the Consultant's negligence. The Consultant shall take reasonable care to minimise damage to property, including utilities and other sub-surface obstructions the likely position of which has been notified to the Consultant (in writing). If, notwithstanding such precautions and endeavours, any such property is damaged, the Client shall indemnify and hold harmless the Consultant from and against all consequences of such event, even to the extent of the Consultant's negligence.

6. Toxic or Hazardous Substances

In this clause (without prejudice to any other clauses) "dangers" means toxic or hazardous substances, constituents and conditions, which present an actual or potential danger to human health, safety or the environment. The Client warrants that it has notified the Consultant of any known or suspected dangers when requesting the Proposal. The Client shall notify the Consultant and others of any other dangers as soon as the Client becomes aware of them. As between the Parties, the Consultant shall not be responsible for reporting any dangers to any government, any other duly constituted statutory authority, or the owner or occupier of any adjacent or affected lands. The Client shall indemnify and hold harmless the Consultant from and against all consequences of encountering dangers, even to the extent of the Consultant's negligence. This indemnity shall extend to cover all claims by all persons alleging personal injury death or damage to property as a result of exposure to or release of any dangers.

7. Payment

The Client shall pay the Consultant for the Services. Unless otherwise stated in this Agreement, the Consultant shall submit to the Client at the end of each month an invoice detailing the number of hours worked and the total sum due that month to the Consultant. Amounts invoiced under this Agreement do not include the following so far as they relate to the Services or rights provided under the Agreement: any present or future income taxes, value added taxes (VAT), stamp, consumption, or other taxes, levies, imports, duties, charges, fees, deductions, withholdings, restrictions or conditions of any nature whatsoever now or hereafter imposed, levied, collected, withheld or assessed by any governmental entity or authority other than the authority in the territory of the home office. To the extent any tax or withholding is imposed by such an authority, the Client shall adjust the Consultant's payments such that the net amount actually paid equals to the prices stated in the Proposal.

8. Payment Procedure

Payment for each amount invoiced becomes due when the Client receives the Consultant's invoice. Not later than the final date for payment, which shall be 14 days after such due date, the Client shall pay to the Consultant the amount invoiced (plus VAT), subject to correction of any error. If the Client disagrees with any part of an invoice it shall pay the other part(s) by such final date and in any event no later than 7 days before the final date for payment shall issue a pay less notice detailing the sum the Client considers to be due and the basis upon which that sum is calculated and stating the ground for non-payment or where there is more than one ground, each ground and the amount attributable to it. If the Client does not pay any amount due to the Consultant by such final date (subject to any reasonable deduction which the Client was entitled to make) then: the Client shall also pay to the Consultant interest compounded monthly at a rate equivalent to 5% per annum above the official dealing rate of the Bank of England; and the Consultant may (after giving at least seven days' notice to the Client) suspend performance of the Services if it is not paid any amount due within 7 days of the due date.

9. Estimates, Forecasts and Opinions of Costs

If the Consultant or its personnel provides any indication of the cost of the Consultant's work, such indication shall not constitute the offer of a fixed fee for the work, except in the case of a written quotation which is specifically expressed to be a fixed fee. If the Consultant or its personnel provides any indication of the cost of future work by the Client or others, such as for construction or remedial work, such indication shall not guarantee that the Client or others will be willing or able to execute the work at such a cost. The Consultant shall use reasonable endeavours to prepare realistic estimates

as indications of future costs. The Client acknowledges that the actual cost of such work will be affected by factors that the Consultant cannot control or predict.

10. Liability

If within 12 months following completion of the Services the Client notifies the Consultant in writing that any of the Services have been performed by the Consultant in breach of its obligations hereunder, then the Consultant will re-perform such Services as may be necessary to remedy such breach, the cost of such services being borne by the Consultant up to a maximum of the total fee due to it for the Services.

Save as expressly set out in this Agreement the Consultant shall have no liability for any loss (whether direct or indirect, consequential or otherwise) suffered under or in connection with this Agreement howsoever the same may be caused, including without limitation by the fault, breach of contract, tort (including concurrent or sole and exclusive negligence), strict liability, breach of statutory duty or otherwise of the Consultant, nor for any direct or indirect loss of goodwill, loss of business, loss of anticipated profits or savings and all other pure economic losses, nor for any direct or indirect loss or damage or expenses associated with terrorism or the presence or removal of asbestos, mould, fungus or any other contaminated or toxic substances from the property, facility or site. Subject to the foregoing provisions of this clause 10 but notwithstanding any other provision of the Agreement any liability of the Consultant under or arising out of or in connection with the Agreement and the performance of the Services shall be limited to and shall not exceed in the aggregate 10% of the remuneration paid to the Consultant for the Services regardless of cause including without limitation the fault, breach of contract, tort (including negligence), breach of duty, strict liability or otherwise of the Consultant and whether a claim is based on contract, at law, in equity or otherwise.

Except for the express warranties set out in this Agreement, the Consultant makes no other warranties or representations of any kind whatsoever express or implied, including any warranties of merchantability/satisfactory quality or fitness for purpose relating to the services to be provided by the Consultant under this Agreement and any such warranties are expressly excluded.

The Client's sole and exclusive remedies and the Consultant's sole and exclusive liability for any and all claims the Client might have against the Consultant howsoever arising out of any act, error or omission of the Consultant are those expressly set forth in this Agreement and the Client waives any other remedies it might have whether at law, or in equity and whether based on contract or in tort (including negligence) or otherwise. Any and all releases, limitations on liability, restrictions, exclusions and indemnities running in favour of Consultant in this Agreement shall include in the aggregate Consultant's parent and affiliated and subsidiary undertakings, and its and their officers, directors, shareholders, employees, agents and representatives. Nothing in this Agreement excludes or restricts liability for death or personal injury resulting from negligence, or liability arising from Consultant's fraud.

The Client shall hold harmless and indemnify the Consultant against any third party claims for any loss or damage howsoever arising out of or in connection with or as a consequence of the Consultant's performance of the Services (including but not limited to the Consultant's negligence) together with, without limitation, any legal expenses incurred as a result of defending the same.

11. Third Party Rights

Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

12. Documents and Confidentiality

Unless otherwise stated in this Agreement, each Party retains the copyright of documents created by it. Provided that the Client has paid all sums due to the Consultant, the Client shall be entitled to receive a copy of only the final product of the Services. A Party's documents shall only be used by the other Party for such purpose as is described in (or reasonably to be inferred from) this Agreement. All right, title and interest in the Consultant's documents and final product of the Services, including without limitation any intellectual property rights, remains vested exclusively in the Consultant. The Client shall maintain the confidentiality of any document and other information received from the Consultant, which appears to be confidential or is so marked. If the Client contravenes any of the provisions of this clause 12 it shall indemnify the Consultant against any claims, demands, losses, liability, suits, expenses, costs (including legal fees) or causes of action the Consultant or its affiliates suffer as a result.

13. Termination

In the event of a material default by either Party hereto the other Party may by serving written notice terminate the Agreement (a) forthwith in the case of an irremediable default; or (b) 14 days after service of notice of a remediable default if the defaulting Party has not made reasonable efforts to remedy the default. If circumstances arise for which the Consultant is not responsible and which the Consultant considers make it impractical or irresponsible for it to perform all or any part the Services, or if as a result of Brexit it is impractical or uneconomic for the Consultant to continue to perform all or any part of the Services the Consultant shall be entitled to immediately suspend the provision of the Services or terminate its appointment by 14 days' notice in respect of all or such part of the Services. In the event that such suspension or termination arises before a payment milestone is reached the Client shall pay the Consultant such percentage of such milestone payment as equates to the percentage of services performed in relation to the whole services covered by such milestone. If the Client shall have committed any offence under any UK or US legislation in force from time to time concerning the prevention of corruption, including but not limited to the Prevention of Corruption Acts 1889 to 1916, the Bribery Act 2010 or the US Foreign Corrupt Practices Act then the Consultant may forthwith terminate this Agreement and recover from the Client on a full indemnity basis the amount of loss resulting from such termination.

14. Force Majeure

Neither Party hereto shall be responsible hereunder (save for the payment of monies then due) for any delay, default or non-performance of this Agreement to the extent that such delay, default or non-performance shall be occasioned by Force Majeure. "Force Majeure" is any event or circumstance beyond the reasonable control of the Party, including, but not limited to, acts of God, labour strikes, lockouts or other labour difficulties, civil commotion, criminal acts of third persons, acts or omissions of sovereign states, fire, unavoidable accidents, seriously adverse weather conditions, war (whether declared or undeclared) or terrorism or threat of terrorism. The settlement of any strike shall be at the complete discretion of the Party whose employees are on strike.

15. Assignment and Sub-Letting

Neither Party shall assign sub-let or otherwise transfer any obligation or benefit under this Agreement without the prior written consent of the other Party. The Client shall not unreasonably withhold or delay its consent to sub-letting of services by the Consultant.

16. Law

The laws of England shall govern this Agreement and the courts of England shall have exclusive jurisdiction except that any judgment, award or order thereby obtained may be enforced in any jurisdiction.

Schedule 1: Supplementary Terms

17. Intellectual Property Rights

17.1 Intellectual Property rights ("**IPR**") means any and all, current and future, intellectual and industrial property rights and interests, including but not limited to (a) any patents, petty patents, design, utility models, database rights, trademarks, service marks, eligible layout rights, designs, copyrights and topographical rights, design patents, trading names, internet domain names, rights in the get-up of products (including the screens and user interfaces of software products) and other signs and indications of origin, whether registered or unregistered, and any applications for registration of any of them; (b) any discoveries, trade secrets, know-how, software and improvements; (c) together with any rights in methodologies, ideas, processes, data, confidential information, methods and tools; and (d) all forms of protection of a similar nature or having equivalent or similar effect to any of them, in the UK or the world, for the duration of those rights and interests.

17.2 IPR in a) drawings, documents, any other information, samples, models, reports, patterns and the like; and b) idea, policy, procedures, method process, material or any other tangible or intangible thing existing prior to the date of the Agreement and all improvements, modifications to, and derivative versions of, such IPR and any IPR created outside the performance of the Services at any time ("**Background IPR**") shall remain the property of the Party who created or developed the Background IPR (including third party licensors as applicable).

17.3 The Client hereby grants to the Consultant, or procures the direct grant to the Consultant, a royalty-free, non-exclusive, non-transferable license to use, reproduce, adapt, modify and otherwise exploit (including the right to sub-license others to use, reproduce, adapt, modify and otherwise exploit) all IPR owned (or capable of being so licensed or procured) by the Client for the purpose of performing the Consultant's obligations under the Agreement, at no additional cost.

17.4 IPR in a) drawings, documents, any other information, samples, models, reports, patterns and the like; and b) idea, policy, procedures, method process, material or any other tangible or intangible thing created or developed by or on behalf of the Consultant in connection with the performance of the Services after the date of the Agreement ("**Foreground IPR**") shall be owned by the Consultant.

17.5 On receipt by the Consultant of payment in full, the Consultant grants to the Client a royalty-free, non-exclusive, non-transferable license to use such Background IPR and Foreground IPR as present in any deliverables produced by the Consultant as part of the Services which is owned (or capable of being so licensed or procured) by the Consultant for the sole purpose of and to the extent necessary for using such deliverables.

17.6 The license referred to in Clause 16.5 is terminable by the Consultant if the Client uses or seeks to use the Foreground IP and or the Consultant's Background IPR for purposes other than those described in Clause 16.5.

17.7 The Consultant undertakes that to the best of the Consultant's knowledge and belief the Client's use of the deliverables produced by the Consultant for the objectives set out in the Agreement shall not infringe the copyright of any third party.

17.8 The Consultant shall have no liability for use of its IPR other than for the purposes for which it was originally prepared and shall have no liability for any use by third parties.

17.9 The terms of this Clause 17 shall take precedence over Clause 12 in the Jacobs U.K. Standard terms in the event of any conflict between the terms.