

MASTER SERVICES AGREEMENT SQC-[YYYY] -[MM] -[Index]

This Master Services Agreement ("**Agreement**"), reference number **SQC-[YYYY] -[MM] -[Index]**, shall become effective on the DD MMM YYYY (the "**Effective Date**") between **SQC Technology Limited ("SQC")**, a company registered in England under number **1949728** whose registered office is at **Unit 2, The Hayloft, Blakenhall Park, Barton Under Needwood. United Kingdom DE13 8AJ** and *[Client Organisation Name]* ("**the Client**") a company registered in England under number YYYYYYY whose registered office is at *[Client Organisation Address]*; herein after individually referred to as "**Party**" and collectively as the "**Parties**".

Whereas:

- (a) SQC has agreed to provide the Client with certain deliverables and services; and
- (b) the Client has agreed that SQC shall provide such deliverables and services on the terms set out herein

The Parties hereby agree as follows:

TERMS

1 DEFINITIONS

In this Agreement the following words shall (unless the context otherwise requires) bear the following meanings:

“Affiliate”	Any corporation under common control with or effectively controlled by a Party directly or indirectly either through the ownership or control of shares or other controlling agreements.
“Agreement”	This Master Services Agreement and all applicable Statements of Work, Work Authorisations, and any other documents expressly incorporated by reference herein.
“Consultant’s Working Day”	The number of hours specified within a SOW that a consultant will perform client when fully allocated and chargeable to the client on a Normal Working Day.
“Daily Fee Rates”	The sums or fees specified within a SOW for the provision of Services plus additional works or Services provided outside of a Normal Working Day on a Fee per Consultant’s Working Day worked basis.
“Deliverable”	Items delivered by SQC in the performance of this Agreement and provided to the Client as specified in each SOW. Deliverables may include, but are not limited to, Output Materials, Pre-existing Deliverable Materials, SQC Software Products and Tools.
“Deliverable Based Work”	Work where the Fees payable by the Client are based on the completion and acceptance by the Client of a Deliverable or group of Deliverables specified in a SOW and calculated in accordance with the Deliverable Fee specified in the SOW.
“Deliverable Fee”	The sums or Fees specified within SOW for the provision of a Deliverable or group of Deliverables.
“Facilities”	Resources, materials, know-how and services to be provided by the Client as defined in a SOW.
“Fee”	The amounts or sums payable by the Client for work performed under a SOW and calculated in accordance with the rules detailed in the SOW. For the avoidance of doubt a SOW can contain a number of Fees, calculated by different rules, for different elements of the work and these can be mixture of Fees calculated on a time worked and materials used basis and Fees associated with production and acceptance of Deliverables.
“Normal Working Day”	The days on which Time and Material Work for a Services are normally performed as set out in a SOW.
“Output Materials”	The results of any consultancy services comprised within the Services, including (but not limited to) any recommendations made in the course of such consultancy
“Pre-existing Deliverable Materials”	Any items contained within a Deliverable or Output Materials that are Pre-existing Materials.
“Pre-existing Materials”	Any items in which the Intellectual Property Rights are owned by a third party or that SQC created or developed (whether itself or by a third party on its behalf) outside the scope of this Agreement. For the avoidance of doubt, Pre-existing Materials includes SQC Software Products.
“Purchase Order”	The formal WA issued by the Client authorising SQC to proceed with the delivery of a SOW or group of SOWs and against which invoices can be raised by SQC for payment by the Client.
“Services”	Services to be supplied to the Client by SQC as specified in a SOW.
“SQC Authorised Representative”	An employee of SQC whose names is included in the latest list of SQC authorised personnel contained in this Master Service Agreement or subsequent Variation Agreements.
“SQC Software Products”	SQC’s software products and the documentation required to install and use them.

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“Statement of Work” or “SOW”	A document which: (i) identifies itself as a statement of work; (ii) incorporates by reference the terms and conditions of this Agreement; (iii) describes the Deliverables and Services, including any requirements, specifications or schedule for delivery of the same; and (iv) includes certain other information, including without limitation, for each element of the work whether it is Deliverable Based Work or Time and Materials Work and the Fees payable for the work.
“Time and Materials Work”	Work where the Fees payable by the Client are based on the time worked by SQC personnel and on expenses incurred by SQC in accordance with Daily Fee Rates and rules detailed in the applicable SOW.
“Variation Agreement”:	A document varying the Services and/or this Agreement which is signed by both SQC and the Client.
“Work Authorization” or “WA”	The Client's authorisation in either electronic or tangible form for SQC to commence work pursuant to a SOW. Generally, this will be in the form of an official Purchase Order.
“Year”	A period of 12 (twelve) consecutive calendar months.

2 CONTRACT

- 2.1 This Agreement and any documents expressly incorporated herein by reference comprises the entire agreement between the Parties in relation to the matters referred to herein and supersedes any previous agreement, arrangement, communication and negotiation (whether written or oral) between the Parties relating thereto. In entering into this Agreement no Party may rely on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement) made by or on behalf of the other Party on or before the Effective Date of this Agreement, and each of the Parties waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this clause should limit or exclude any liability for fraud.
- 2.2 SQC shall seek the written consent of the Client prior to sub-contracting to another corporation or organisation the performance of any or all of SQC's obligations arising from this Agreement (and such consent shall not be unreasonably withheld). In the event that the Client permits SQC to sub-contract any of its obligations under this Agreement, SQC will remain fully responsible for the performance of its obligations under this Agreement and SQC shall procure that its sub-contractors comply with the obligations of SQC under this Agreement as if it were a party to this Agreement. Subject to the limits in clause 8, SQC indemnifies and will defend and hold harmless the Client against any and all loss or damage suffered by the Client (or third parties) arising in connection with or relating to any failure by sub-contractors to duly perform their obligations pursuant to this Agreement. For the avoidance of doubt, written Consent from the Client will not be required where the nature of the sub-contract is the supply of labour that will work under the supervision of SQC personnel rather than being for the performance of any or all of SQC's obligations arising from this Agreement.
- 2.3 This Agreement shall commence on the Effective Date and shall continue for a period of three (3) Years (the "**Initial Term**"). Upon expiry of the Initial Term, this Agreement may be renewed for additional terms of two (2) Years by written agreement of the Parties. In the event that one or more SOW are incomplete upon the date of expiry of this Agreement, then such SOW(s) shall continue as unaffected. The Initial Term and any extended term may be subject to early termination in accordance with clause 10.
- 2.4 Each SOW (if more than one) shall be subject to the terms and conditions of this Agreement and to the exclusion of all other terms and conditions and each SOW, incorporating the terms and conditions set out in the main body of this Agreement, shall constitute an agreement separate from all other SOWs.
- 2.5 Each SOW must be issued in writing by an SQC Authorised Representative and will specify the Agreement number stated above.
- 2.6 Each SOW must be authorised by the Client through a WA, generally an official Purchase Order, and the WA must be accepted by an SQC Authorised Representative.
- 2.7 Invoices for Services may be issued by SQC or SQC's Affiliate, to the Client or the Client's Affiliate in accordance with the terms of clause 4 where so notified or approved by the Client in writing.
- 2.8 This Agreement is non-exclusive. The Client may engage SQC from time to time in relation to a SOW on the terms and conditions set out in this Agreement. There is no obligation on the Client to offer SQC work and no obligation on SQC to accept work offered to SQC. If SQC does accept work, SQC agrees that no third party services carried out by SQC during the term of this Agreement shall interfere with SQC's ability to carry out the Services provided to the Client under any SOW. SQC shall retain the right to perform work for others during the Term. The Client shall retain the right to cause work of the same or a different kind to be performed by its own personnel or other suppliers during the Term.

3 PERSONNEL

- 3.1 SQC shall provide the Services using suitably qualified personnel of their own choosing ("**Assigned Personnel**"). SQC reserves the right to substitute any personnel, provided the Client is reasonably satisfied that any proposed substitute possesses the necessary skills and qualifications for the satisfactory completion of the services. Assigned Personnel may be available to work on SQC's premises, or if so requested by the Client in writing on nominated premises of the Client, Client's Affiliate, or of the Client's Customer that have been identified in the SOW as locations at which work is to be performed. For the avoidance of doubt, the Assigned Personnel may be full time employees of SQC or may be personnel engaged by SQC on a sub-contract basis working under the supervision of full time employees of SQC.
- 3.2 Upon request by the Client the Assigned Personnel performing Time and Materials Work may with the agreement of SQC and at the rates defined in the SOW perform overtime or work on days which are not Normal Working Days specified in the SOW but they shall not be obliged so to work against their will.
- 3.3 The Assigned Personnel performing Time and Materials Work shall be entitled to leave of absence including (but not limited to) absence for holidays, training and other Supplier matters. SQC will provide reasonable notice of such leave of absence for which periods the fees set out in the SOW will not be charged for Assigned Personnel performing Services on a time and materials basis.
- 3.4 Without in any way restricting the right of an employee freely to change employment if an employee of either Party is induced either directly or indirectly to enter the service of or commence an engagement (in any capacity whatsoever) with the other Party at any time during the term or within a Year after the termination of this Agreement then that other Party will pay an amount equal to the annual cost of employing such employee in recognition only of the disruption that such inducements would cause to the efficient conduct of the former employer's business.
- 3.5 It is agreed by the Parties that the Assigned Personnel shall not be entitled to any fringe benefits, pension, bonus, or other such arrangements from the Client and SQC shall be responsible for all income tax liabilities and national insurance contributions in respect of the fees arising hereunder. Accordingly, SQC agrees to indemnify the Client against all claims, actions, demands, penalties, liabilities, costs, and expenses arising out of or in any way connected to:
- (a) any tax, National Insurance, or similar impost or other such payments of a revenue nature which may be found due from the Client in respect of the appointment of SQC and the payment of fees hereunder;
 - (b) any claim brought or threatened against the Client by any employee of SQC arising out of or in any way connected to this Agreement.

4 FEES AND PAYMENTS

- 4.1 SQC shall invoice the Client for the performance of the Services carried out in accordance with the Fees set out in the SOW. The provisions of clauses 4.2 to 4.4 inclusive shall only apply to Services carried out on a time and materials basis.
- 4.2 The Client shall make additional payments in respect of:
- (a) any Services provided outside the Normal Working Days which shall be charged at the fee rates set out in the SOW provided that no such charge for overtime or working outside Normal Working Days shall be made without the agreement of the Client; and
 - (b) the cost of travel, accommodation and other expenses properly incurred by Assigned Personnel as defined in the SOW and supported by valid receipts.
- 4.3 Any work performed by SQC outside of that described in the SOW at the request or with the agreement of the Client shall unless otherwise agreed be performed and Fees relating thereto shall be paid in accordance with this Agreement.
- 4.4 Unless otherwise agreed in this Agreement or in the applicable SOW, SQC shall be responsible for all reasonable costs and expenses incident to the performance of Services for the Client, including all costs incurred by SQC to do business.
- 4.5 Invoices, supported by a record showing the time worked by Assigned Personnel shall be submitted monthly in respect of Services provided each month for Time and Materials Work undertaken, and are due for payment 30 days after receipt of invoice.
- 4.6 Invoices, supported by a record showing the Deliverables provided to the Client, shall be submitted monthly in respect of Services provided each month for Deliverable Based Work undertaken, and are due for payment 30 days after receipt of invoice.
- 4.7 The Client shall pay to SQC the Fees and any additional fees or sums as specified in clauses 4.2 to 4.3 above and any other charges as specified in the SOW upon the due dates and in the currency of payment all as set out in this Agreement. All payments shall be made to the bank account notified by to the Client by SQC.
- 4.8 The Fees and any other sums payable by the Client are net amounts and exclusive of any value added tax or any other transaction taxes. The Client shall pay to SQC the value added tax and any other transaction taxes valid at the relevant time.

5 SERVICES

- 5.1 SQC shall provide the Services to the Client as defined in the SOW.
- 5.2 For Deliverable Based Work SQC shall prepare for the Client the Deliverables as defined in the SOW.
- 5.3 For Deliverable Based Work each Deliverable shall be subject to acceptance or rejection by the Client as defined in the SOW. The client may only reject Deliverables where (a) the Deliverable does not comply with a definition of the Deliverable contained within the SOW, or (b) the Deliverable is clearly not fit for the purpose. If a deliverable is rejected the Client will provide a clear written explanation of the reasons for rejection. If a Deliverable is rejected SQC will be afforded a reasonable opportunity to rectify the situation and have the deliverable accepted. Each Deliverable will be accepted or rejected by the Client within ten working days of the deliverable being supplied to the Client, this applies both to the initial submission of a deliverable and to the resubmission of a rejected deliverable.
- 5.4 SQC shall use all reasonable skill and care in the provision of the Services.
- 5.5 SQC, in conjunction with its Assigned Personnel, will determine the method, details, and means of performing the Services to be carried out for the Client. The Client shall have no right to, and shall not, control the manner or determine the method of accomplishing such Services. SQC shall ensure that its Assigned Personnel are suitably trained and will conduct themselves in a professional manner and observe at all times the security and safety policies of the Client. Notwithstanding the foregoing, the Client shall be entitled to exercise a broad general power of supervision and control over the results of Services performed by Supplier to ensure satisfactory performance. This power of supervision shall include the right to inspect, suspend or stop the Services, make suggestions or recommendations as to the details of the Services, and request modifications to the scope of the SOW.
- 5.6 Where specified in the SOW the Client shall make available the same support and technical services to SQC's Assigned Personnel as it would reasonably have been required to make available to its own site personnel. Where the Client believes that SQC is requesting such support and technical services it would not have otherwise been required to make available to its site personnel (for any reason whatsoever) it shall notify SQC of such belief and the Client and SQC shall discuss the particulars of such request on a case by case basis and the Client shall be entitled to charge SQC for (and SQC agrees to pay) the provision of any such additional support and technical services.
- 5.7 Where specified in the SOW the Client shall provide access to the personnel of the Client, its Affiliates and sub-contractors to the extent that this is necessary to enable SQC to deliver the Services specified in the SOW. The client shall ensure such personnel provide the necessary information and support required for SQC to deliver the Services Specified in the SOW.

6 CLAUSES SURVIVING TERMINATION

- 6.1 Notwithstanding the termination of this Agreement for any reason the provisions of clauses 4, 5, 7, 8, 12, 14, 15, 16 and any other terms of this Agreement, which by their nature are intended to survive shall continue to have effect after termination.

7 CONFIDENTIALITY

- 7.1 SQC and the Client shall treat as confidential and keep secret any document or information acquired or learned (the **"Information"**) during the negotiation or term of this Agreement and neither Party shall disclose the other Party's Information to any third party except to the extent required for the proper performance of this Agreement or as may be required by law. Information for the purposes of this clause shall include the terms but not the existence of this Agreement between the Parties.
- 7.2 This clause 7 shall not be violated by disclosure of the Information pursuant to any court order or competent regulatory authority or stock exchange or as otherwise required by law, however, each Party agrees to provide the other Party with notice of any such requirement reasonably prior to disclosing any Information and to take all steps reasonably requested by the other Party to resist such disclosure or to seek confidential treatment of the Information in whole or in part.
- 7.3 SQC, Assigned Personnel and any of its third parties are to comply with the Data Protection Act 1998 or any re-enactment thereof and to comply with the regulations of any banking secrecy obligation which the Client is subject. In addition, SQC, Assigned Personnel and any of its third parties shall comply with any policies and procedures adopted by the Client regarding the handling of personal and confidential data as communicated from time to time. All associated companies and all Affiliates of SQC are to be considered as third parties in the scope of this clause 7 as applicable to this Agreement and Services supplied hereto.
- 7.4 SQC is obliged to protect the provided data, material and other information by appropriate technical and organisational measures from unauthorised access and contact. The data, materials, information and systems are to be especially protected against unauthorised or incidental deletion, incidental loss, technical errors, falsification, theft, illegal use, unauthorised changes, copying, access and other unauthorised processing.
- 7.5 Should the Parties become aware or suspect the violation of the regulations of any banking secrecy and/or data protection obligations which the Client is subject or the Data Protection Act 1998 or this clause 7, they are obliged to inform the respective other Party of this without delay in writing and give reasonable assistance to such other Party in investigating and pursuing such breach.
- 7.6 The provisions of this clause 7 shall survive the termination of this Agreement and shall not apply to any Information which is in the public domain or enters it other than as a result of a breach of the provisions of this clause 7.

8 LIABILITY AND INDEMNITY

- 8.1 SQC warrants that it has the authority to perform all its obligations and grant the rights granted, pursuant to this Agreement and that such performance or the granting of such rights is not in breach of any agreement to which it is a party or otherwise bound.
- 8.2 Except as provided in clause 8.4, SQC's liability to the Client for any claims under tort, contract, warranty, strict liability or any other theory of liability arising other than in relation to a claim from a Client's Customer shall not exceed:
- (a) in respect of loss or damage to tangible property (which for the avoidance of doubt does not include data), an aggregate amount of £1,000,000 (one million pounds sterling);
 - (b) in respect of any other loss or damage:
 - (i) 200% of the total amount of fees which have to be paid or are due to be paid under this Agreement; or
 - (ii) £25,000 (twenty-five thousand),whichever is the greater.
- 8.3 Except as provided in clause 8.4, and 8.7 SQC's liability to Client in relation to any claim from a Client's Customer for any loss or damage of any kind whatsoever in contract, tort (including negligence), restitution or otherwise in connection with or arising out of the supply of, or failure to supply the Services, shall not exceed the following:
- (a) in respect of loss or damage to tangible property (which for the avoidance of doubt does not include data) (whether belonging to the Client's Customer or any third party), SQC's liability shall not in any circumstances exceed an aggregate £1,000,000 (one million pounds sterling); and
 - (b) in respect of any other loss or damage, SQCs liability shall in no circumstances exceed:
 - (i) all damages, costs, expenses and any other sums incurred or charged that the Client should suffer in connection with any failures of the Services and System Products; or
 - (ii) £25,000 (twenty-five thousand),whichever is the greater.
- 8.4 Notwithstanding anything stated herein nothing shall exclude or restrict the liability of either Party:
- (a) for death or personal injury arising as a result of the negligence of the other or its employees, or
 - (b) for gross negligence or wilful misconduct.
- 8.5 Subject to clause 8.4, for all other cases the Client's aggregate liability for each SOW under which the liability arises is limited to 115% of the total amount of fees which have to be paid pursuant each SOW.
- 8.6 Neither Party will have liability under or in connection with this Agreement in respect of:
- (a) loss of profits, loss of business, loss of revenue, loss of contracts, loss of goodwill, loss of anticipated earnings or savings (in each case whether direct, indirect, incidental or consequential); or
 - (b) loss of use or value or damage of any data or equipment (including software), wasted management, operation or other time (in each case whether direct, indirect, incidental or consequential); or
 - (c) any special, indirect, punitive, incidental or consequential loss, howsoever arising.
- 8.7 SQC warrants that it will not infringe upon a third party's intellectual property rights whilst performing the Service.
- 8.8 The provisions of this clause 8 shall continue to apply notwithstanding the termination of this Agreement (howsoever arising).
- 8.9 SQC shall purchase, renew and maintain as necessary sufficient public liability, tangible property and professional indemnity insurance cover to satisfy the Client that they are insured to such an extent to enable them to satisfy any liabilities incurred hereunder. SQC shall provide to the Client a copy of the same on the Effective Date, and shall also provide the Client with a copy of the same at any time during the Term upon the request of the Client and upon each renewal. For the avoidance of doubt, each said insurance policy for the above must provide SQC with cover of at least £1,000,000.00 (one million pounds) per event or series of related events.

9 DELAYS

- 9.1 Neither Party hereto will be liable for delay or for failure to perform its obligations if and to the extent such delay or failure results from circumstances beyond its reasonable control.
- 9.2 A Party affected by such circumstances beyond its reasonable control shall use its reasonable endeavours to avoid or overcome the causes affecting performance and shall fulfil all outstanding obligations as soon as reasonably practicable.
- 9.3 Should such circumstances beyond a Party's reasonable control continue for a period exceeding ninety (90) days, either Party shall be entitled at its sole discretion to either:
(a) terminate this Agreement, or any part thereof affected by such circumstances beyond a Party's reasonable control, forthwith by notice in writing to the other Party; or
(b) suspend the Services along with any other works being performed which are affected by such circumstances beyond a Party's reasonable control.
- 9.4 If and to the extent that the performance of obligations by SQC are delayed by reason of circumstances beyond its reasonable control or are delayed by the Client, then the Client shall grant SQC an equitable extension of time which shall be not less than the period of such delay.

10 TERMINATION

- 10.1 SQC shall be entitled by notice in writing, without prejudice to any of its rights herein, to terminate forthwith this Agreement if:
(a) any Fee or sum due to SQC remains due and unpaid for thirty (30) days or more after the due date, provided that any such Fee or sum is in fact overdue;
(b) the Client is in substantial breach of a material term of this Agreement and within thirty (30) days of the date of despatch to the Client of a request to rectify such breach fails fully to rectify such breach.
- 10.2 Without prejudice to any of its rights whether arising out of or in connection with this Agreement either Party shall be entitled to terminate forthwith the Agreement by notice in writing upon the appointment of an administrator, receiver or liquidator in respect of the other Party or any part of its business or upon the other Party becoming insolvent or ceasing to trade or upon distress or execution being levied against any property of the other Party.
- 10.3 If SQC is not providing Services under the SOW, this Agreement can be terminated by either Party by serving one month's notice in writing on the other Party. Nothing in this Agreement shall prevent Client from terminating immediately a SOW if Client has reasonable grounds to believe that the Assigned Personnel is guilty of dishonesty, incompetence, serious misconduct, any serious or persistent negligence or is otherwise convicted of an indictable criminal offence in the provision of the Services or if the Assigned Personnel fails or refuses after written warning to provide the Services in a manner which is acceptable to the Client.
- 10.4 The Client shall be entitled by notice in writing, without prejudice to any of its rights herein, to terminate forthwith if SQC is in substantial breach of a material term of this Agreement and within thirty (30) days of the date of despatch to SQC of a request to rectify such breach fails fully to rectify such breach.
- 10.5 The Client shall have the right to terminate this Agreement within forty-five (45) days written notice of receipt as specified in this clause if SQC:
(a) purchases or buys any of the controlling interest, acquires or otherwise has any interest in a direct competitor of the Client; or
(b) is purchased, has any of the controlling interest bought, acquired or otherwise transferred to a direct competitor of the Client,
and SQC shall notify the Client in writing as soon as practicable after such an event occurs.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 SQC acknowledges that any and all of the Intellectual Property Rights subsisting in or used in connection with the software of the Client are and shall remain the sole property of the Client.
- 11.2 SQC undertakes not to:
- (a) copy the Client's software (other than as authorised under this Agreement) nor otherwise reproduce the same;
 - (b) utilise, customise, modify or create derivative works of, translate, adapt or vary the Client's software or documentation except as expressly permitted in this Agreement or otherwise agreed in writing between the Parties; or
 - (c) disassemble, decompile or reverse engineer the Client's software, except if and to the extent permitted by applicable law.
- 11.3 The Client acknowledges that SQC may use Pre-existing Materials, including but not limited to SQC Software Product, to perform the Services and that any and all of the Intellectual Property Rights subsisting in these Pre-existing Materials are and shall remain the sole property of SQC.
- 11.4 Where a Deliverable is, contains or is dependent on Pre-existing Deliverable Materials SQC will grant a perpetual license to the Client for the use of the Pre-existing Deliverable Material to permit the continued use of the Deliverable for the purpose specified in the SOW. No Fees, other than those specified in the SOW, will be charged for this license. For the avoidance of doubt, this license will not permit the use of the Pre-existing Material where the purpose of the Deliverable has fundamentally changed nor will it permit the Pre-existing Material to be used for purposes other than those it was originally provided for.

12 STATUS

- 12.1 It is the intention of the Parties that SQC be an independent contractor and not an employee, agent, joint venturer, or partner of the Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Client and either SQC or any employee or agent of SQC. SQC shall be fully responsible for and shall indemnify the Client for and in respect of any tax arising from or made in connection with the performance by SQC of the obligations under this Agreement, including but not limited to income tax (by way of PAYE or otherwise), national insurance and social security contributions in respect of the Assigned Personnel.

13 ASSIGNMENT

- 13.1 Neither Party may assign the burden or the benefit of this Agreement without the prior written consent of the other (which consent shall not be unreasonable withheld or delayed). A proposed assignment of this Agreement to a Party which has a lower net worth than the Party seeking assignment or is a competitor of the Party not seeking the assignment shall be reasonable grounds for refusal of consent.

14 NOTICE

- 14.1 Any notice to be given hereunder shall be in writing and shall be delivered or sent by registered or recorded delivery post or by fax to the relevant Party at its address contained herein (or such other address as shall have been notified to the other Party) and shall be deemed to have been given in the case of a notice which is delivered by hand when it is deposited at the appropriate address in the case of a notice sent by post 48 hours after the date on which a registered letter including such notice is posted and in the case of a notice sent by fax (transmission note retained for proof of delivery) when it is despatched (provided that in the case of a notice sent by fax a confirmation copy shall also be sent by post).
- 14.2 Any notice to be given to the SQC under clause 14.1 shall also be sent by the Client by first class registered letter to SQC at Unit 2, The Hayloft, Blakenhall Park, Barton Under Needwood. DE13 8AJ. UK., attention the "Company Secretary".

15 LAW

- 15.1 This Agreement (if and as varied and/or supplemented from time to time) shall be governed by and construed in accordance with the laws of England and both Parties hereby submit to the exclusive jurisdiction of the English courts.

16 MISCELLANEOUS

- 16.1 No variation, modification or waiver of any provision of this Agreement shall in any event be of any force or effect unless the same shall be agreed in writing between the Parties and then such variation, modification, waiver or consent shall be effective only on the specific instance and for the purpose and to the extent for which made or given.
- 16.2 No failure, delay or indulgence on the part of either Party in exercising any power or right conferred upon such Party pursuant to this Agreement shall operate as a waiver of such power or right. Further, no single or partial exercise of any such power or right shall preclude any other or further exercise thereof or the exercise of any other such power or right arising or under this Agreement.
- 16.3 If any provision hereof shall be held by a court of competent jurisdiction to be invalid or voidable such provision shall be deleted and the remainder thereof shall remain in full force and effect, and the Parties shall substitute for the invalid or voidable provision a valid provision most closely approximating the economic effect and intent of the invalid or voidable provision.
- 16.4 Clause headings are inserted for ease of reference only and shall be given no effect in the construction of this Agreement. Words and phrases indicating the singular shall, where the context so admits, include the plural and vice versa.
- 16.5 Nothing in this Agreement shall be interpreted or construed so as to create any relationship between the Parties other than that of independent contracting entities. Neither Party shall be authorised to obligate, bind or act in the name of the other Party, except to the extent expressly authorised to do so in writing by the other Party. A person who is not a Party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 16.6 Each Party hereby represents that the individuals identified below have the corporate power and authority necessary to execute the Party's respective undertakings pursuant to this Agreement.
- 16.7 This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by executing any such counterpart.
- 16.8 SQC shall not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, colour, religion, or natural origin in any manner prohibited by English law.

17 SQC AUTHORISED REPRESENTATIVE(S)

- 17.1 The people who are SQC Authorised Representatives, as defined herein, are:
 - (a) Neil Hudson

IN WITNESS whereof the Parties have by their duly authorised representatives executed this Agreement as at the date first before written.

SIGNED on behalf of SQC and thereby duly authorised:

SIGNED on behalf of the CLIENT and thereby duly authorised:

SIGNATURE

SIGNATURE

FULL NAME

FULL NAME

POSITION

POSITION

DATE

DATE