



1. Terms and Conditions

1.1. Definitions

“Client” means the individual or organisation to whom the Razor Thorn Security Ltd is providing the Services;

“Conditions” means the terms and conditions set out in this Contract;

“Consultant” means the individual(s) provided by the Razor Thorn Security Ltd for the performance of the Services;

“Contract” means this contract for services between the Razor Thorn Security Ltd and the Client;

“Razor Thorn Security” means Razor Thorn Services Limited trading as Razor Thorn Security, whose ultimate holding company is Razor Thorn Security Ltd; and

“Services” means those deliverables or services that are detailed in the letter of offer, any other supporting documentation referred to in the letter of offer, and the Client’s written acceptance.

1.2. Razor Thorn Security’s Duties

1.2.1. Razor Thorn Security Ltd shall provide the Client with the Services.

1.2.2. Whilst Razor Thorn Security Ltd will use all reasonable endeavours to ensure that the same Consultant will continue throughout an assignment, it reserves the right to change that Consultant if necessary. In such event the Client may terminate this Contract without notice. If the change of Consultant is agreed the new Consultant will undertake the necessary familiarisation period without charge to Client and subject to these Conditions.

1.2.3. Razor Thorn Security Ltd will not accept nor will it permit the Consultant to accept any fees, commissions or other considerations from organisations whose products are being discussed with the Client.

1.2.4. Unless expressly authorised to do so, the Consultant will only attend meetings with a third party to discuss the Services in the presence of the Client.



1.3. The Client Agrees

- 1.3.1.** Suitable accommodation will be supplied whilst the Consultant is operating from the Client's premises.
- 1.3.2.** Client agrees that it has not relied on anything said by Razor Thorn Security Ltd or its employees, agents or sub-contractors either in writing or otherwise prior to the letter of offer and such other documentation as detailed in the Services.
- 1.3.3.** Unless otherwise stated, it is the responsibility of the Client to carry out such enquiries as may be appropriate with regard to the financial standing or otherwise of any third-party suppliers recommended by the Razor Thorn Security.

1.4. Fees

- 1.4.1.** Razor Thorn Security Ltd reserves the right at one month's notice to vary the levels of fees. The new fees shall not exceed Razor Thorn Security's standard level of fees at the date of variation.
- 1.4.2.** Fees will be invoiced as specified in the proposal. Payment terms are 30 working days from the date of the invoice. They are exclusive of travelling expenses based on car mileage at Razor Thorn Security's standard rates or standard rail fare and local fare, as applicable. Accommodation will be charged in accordance with the standard normally provided for senior management within the Client's organisation.
- 1.4.3.** Razor Thorn Security Ltd Consultants record all time spent on an assignment, including time spent travelling for the purposes of the assignment. Time is accounted for in units of half a day. No charge is made for periods when the Consultant is absent due to illness or holiday.

1.5. Cancellation Fees

- 1.5.1.** If a project is cancelled after receiving an official order, a minimum charge of 30% of the total project value will be charged.
- 1.5.2.** Where project meetings are cancelled by the Client the following cancellation charges will apply: Less than two working days' notice 100% of the day rate Less than five working days' notice 50% of the day rate more than five working days' notice no charge.



1.6. Confidentiality:

1.6.1. Razor Thorn Security Ltd will neither disclose nor permit members of its staff to disclose any confidential information entrusted to it by the Client provided always that this restriction shall not apply to information already in Razor Thorn Security's possession, or which comes into the public domain other than by breach of this obligation by the Razor Thorn Security Ltd or a member of its staff, or which is disclosed to the Razor Thorn Security Ltd by a third party free to disclose the same.

1.7. Copyright

1.7.1. Ownership of copyright and all other intellectual property rights in materials used for the provision of the services vests in Razor Thorn Security Ltd unless otherwise stated. The Client is hereby authorised to copy and use any reports prepared specifically for it pursuant to this Contract.

1.8. Liability:

1.8.1. Razor Thorn Security Ltd warrants that the services will be provided using reasonable skill and care. Where goods are supplied by a third party Razor Thorn Security Ltd does not give any warranty, guarantee, or term as to their quality, fitness for purpose or otherwise.

1.8.2. Razor Thorn Security Ltd shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, or any other fault of the Client.

1.8.3. Nothing in this clause excludes or limits the liability of Razor Thorn Security Ltd for fraudulent misrepresentation or for death or personal injury caused by Razor Thorn Security Ltd's negligence, except as aforesaid, the following provisions set out the entire financial liability of Razor Thorn Security Ltd (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client.

1.8.4. Razor Thorn Security Ltd shall not be liable for any loss or damage caused to the Client except to the extent that such loss or damage is caused by the negligent acts or omissions of or a breach of any contractual duty by Razor Thorn Security Ltd, its employees, agents or sub-contractors and in such event the Razor Thorn Security Ltd's total liability in respect of all claims arising under or by virtue of this Contract or in connection with the performance or contemplated performance of this Contract shall not exceed the sum of £100,000.



1.8.5. Razor Thorn Security Ltd shall not be liable to the Client for any indirect or consequential loss or damage, whether for loss of profit, loss of business, depletion of goodwill or otherwise whatsoever or howsoever caused, which arises out of or in connection with this Contract even if such loss was reasonably foreseeable, or the Razor Thorn Security Ltd had been advised of the possibility of incurring the same by the Client.

1.9. Termination

1.9.1. Razor Thorn Security Ltd reserves the right to withdraw from an assignment without notice if, in its opinion, information required for satisfactory completion of the assignment and requested by Razor Thorn Security Ltd in writing is either not provided or, if provided, is inaccurate or inadequate. The Client shall be liable for Razor Thorn Security Ltd.'s fees and expenses up to and including the date of withdrawal.

1.9.2. The Client shall be entitled to cancel the Contract at any time by giving not less than three months' notice to Razor Thorn Security Ltd. On cancellation, the Client shall be liable for Razor Thorn Security Ltd.'s fees and expenses up to the date of cancellation. Razor Thorn Security Ltd shall also charge 10% of the remaining project value, and the Client shall reimburse Razor Thorn Security Ltd any costs and expenses incurred by Razor Thorn Security Ltd pursuant to the Contract which cannot be avoided.

1.9.3. Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation (if an individual bankruptcy), makes a voluntary arrangement, has a receiver, administrative receiver, or liquidator or administrator appointed.

1.10. Non-Solicitation

1.10.1. The Client shall not, during the course of this contract or for a period of 9 months from the date of termination, solicit or offer any inducement to work for the Client to the Consultant or any employee of Razor Thorn Security Ltd that the Client had contact with during the performance of the Services.

1.11. General

1.11.1. These Conditions constitute the entire agreement between the parties and supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

1.11.2. Any notice sent under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be notified by each party from time to time.



1.11.3. No failure or delay by either party in exercising any of its rights under this Contract shall be deemed a waiver of that right.

1.11.4. The provisions of clauses 1.7, 1.8, 1.10 and 1.11 shall survive the termination of the Contract.

1.11.5. A person who is not a party to this Contract shall not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

1.11.6. If any provision of this Contract is held by any authority to be invalid and unenforceable, the validity of the other provisions shall not be affected.

1.11.7. English law shall apply to the Contract, and the parties agree to the non-exclusive jurisdiction of the English courts.

Razor Thorn Security Ltd

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