



Terms and Conditions of Business

1 Formation of contract

(a) These Terms and Conditions of Business (the 'Terms') shall form part of the Contract between [Company Name and Head Office Address] (Company No. [Company Number]) (the "Client") and Adatis Consulting Limited ('Adatis') of Broadmede House, Farnham Business Park, Farnham, Surrey GU9 8QT (Company No. 05727383) for the provision by Adatis Consulting Limited of consulting and other related services during the Assignment (the "Contract"). The Assignment means the work being carried out by one or more employees or contract staff of Adatis. The Contract shall be governed by and construed in accordance with English Law and the parties irrevocably agree and accept that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract.

(b) Subject to the foregoing, in the event of any conflict between these Terms or any other document which forms part of the Contract, these Terms shall prevail except where they have been amended (by specific reference to the relevant clause and paragraph of these Terms) as provided for herein.

2 Calculation and payment of Fees and Out of Pocket Expenses

(a) Fees will be charged at the agreed rate. Fees will be charged separately for each type of work and will be billed at monthly intervals. A standard day constitutes 8 hours. Where time per consultant per day exceeds 9 hours in any one day, additional time will be charged on an hourly basis calculated as the consultant's day rate divided by 8. This additional time will not be charged to the client without advance notice. Time worked at weekends will be billed at 1.5 normal day rates on Saturday's and 2.0 times normal day rate on Sundays. Out of Pocket Expenses will also be added at agreed rates and / or cost (as per section 3). VAT, where applicable, at the current rate will be added to the invoice. Invoices for the previous month's consultancy will be raised and sent to the client. Invoices are payable within 30 days of the invoice date following acceptance by the Client of the Services. Any queries concerning an invoice must be raised within 14 days of the receipt. If invoices are not settled in full by then, Adatis shall be entitled (without prejudice to any other rights) to suspend or terminate the Contract and any other Contract with the Client.

(b) Except in the case of any element identified as fixed price, statements by Adatis as to the total work time or total charges which may be involved in fulfilling the Assignment are supplied as estimates only and, whilst all reasonable efforts have been made to ensure their accuracy, no liability will be accepted in respect thereof. Without prejudice to the foregoing, if during the course of carrying out the Assignment Adatis reasonably considers that an estimate of total work time or total charges previously given will prove to be a material underestimate, Adatis will give the Client reasonable

notice specifying the circumstances concerned, stating the additional work involved and estimating the increase in total work time or total charges which will result. All estimates are based on rates current at the time of quotation.

3 Expenses and provision of office services

(a) The Client shall reimburse Adatis for all Out of Pocket Expenses incurred in connection with the Assignment.

(b) When work is carried out on the Client's premises, the Client will provide without charge suitable office accommodation and support services (including use of telephone, facsimile, photocopying and ad hoc secretarial services).

4 Information provided and confidentiality

(a) The Client has disclosed and will continue to disclose to Adatis all information which is necessary for the successful completion of the Assignment or which, in the reasonable opinion of Adatis, is relevant to the Contract. The Client represents that all information disclosed or to be disclosed to Adatis is or will be true and accurate in all material respects and not misleading in any material respect. The Client shall promptly notify to Adatis in writing forthwith upon becoming aware of the same, any matter, fact or circumstances which is inconsistent in any material respect with any of the information untrue, inaccurate or misleading in any material respect.

(b) The Client shall provide promptly without charge all assistance which is reasonably required by Adatis from time to time to carry out the Assignment in accordance with the provisions of the Contract.

(c) Subject to the sub-clauses 4(d), (e) and (f):

(i) confidential information concerning the Client's business will not be disclosed by Adatis to any third party without the Client's prior written consent unless otherwise required by law, or by a court of competent jurisdiction, a governmental or a regulatory authority; and

(ii) all information and advice, written or oral, of whatever nature, and all other works made available by Adatis to the Client are for the sole use of the Client and shall not be disclosed or made available by the Client to any third party without the prior written consent of Adatis.

(d) The provisions of Sub-clause 4 (c) shall not apply to any information which is in or enters the public domain other than by breach of that Sub-clause, is in the possession of the receiving party without restriction before the date of receipt from the other party, or is obtained from a third party who is lawfully authorised to disclose such information.

(e) Nothing herein shall be construed so as to prevent either party from disclosing any information to its professional advisers or insurers, or to a third party in the proper performance of its rights and obligations under the Contract provided that the disclosing party shall use all reasonable endeavours to ensure that the person to whom such information is disclosed is informed of its confidential nature.

(f) Nothing herein shall be construed so as to prevent Adatis from using techniques, ideas and other know-how gained during the performance of the Assignment including the furtherance of work for other Clients to the extent that such use does not result in a disclosure of confidential information in breach of this Clause 4 or an infringement of any Intellectual Property Right of the Client.

5 Intellectual Property Rights (IPR) in Deliverables

For the purposes of these Terms and Conditions of Business, Deliverables shall mean the work product and materials which are originated and prepared for the Client by Adatis (either independently or in concert with the Client or third parties) and delivered to the Client during the course of Adatis's performance and comprising Project IPR and/or Adatis Background IPR and/or Client Materials (as defined in Clauses 5.2 and 5.3 respectively). "Project IPR" shall mean the work product and materials which are originally developed by Adatis during the course of the Project and supplied as, or as part of, a Deliverable, but excluding, for the avoidance of doubt, any Adatis Background IPR or Client Materials:

5.1 Upon final payment, the Client shall, subject to Clause 5.2 below and any restrictions applicable to any third party materials embodied in the Deliverables, exclusively own all right title and interest in and to the Project IPR without any right or duty of accounting to the other party. Adatis hereby assigns and conveys to the Client all rights, titles and interests necessary to give full effect to the Client's exclusive ownership of the Project IPR. After acceptance of a Deliverable by the Client, and pending final payment, Adatis grants to the Client an irrevocable (but revocable in the event of non-payment of fees without cause), non-transferable, exclusive unpaid right and license to use, copy, modify and prepare derivative works of the Project IPR for purposes of the Client's internal business only. To the extent any Deliverable contains the Client's or Adatis's Confidential Information, it shall be subject to Clause 4 above.

5.2 The Client acknowledges that in the course of its performance of the Project, Adatis may use products, materials or methodologies proprietary to Adatis or a third party ("Adatis Background IPR") or Adatis produce proprietary materials or methodologies that are not part of the Deliverables. The Client agrees that it will not have nor obtain right in such Adatis Background IPR except: (i) to the extent the Adatis Background IPR is incorporated into a Deliverable, to use it in perpetuity on an irrevocable basis as part of the Deliverable for purposes of the Client's internal business only; or (ii) pursuant to a separate written agreement on terms to be agreed and the Client agrees to maintain the confidentiality of such items.

5.3 The Client retains all rights in any materials owned or created by the Client and which are provided to Adatis for the purposes of the Project ("Client Materials"). Adatis shall have the right to use such Client Materials for the purposes of the Project only and to the extent Adatis needs to use Client Materials in order to deliver the Deliverables to the Client, Adatis shall have a non-transferable, non-exclusive, royalty free, perpetual licence to use such Client Materials.

5.4 Adatis shall be free to use its general knowledge, skills and experience and any ideas, concepts, know-how and techniques that are acquired (other than from the Client) or used in the course of carrying out the Project.

6 Sub-Contracting

Adatis shall, with the Client's prior written consent, be entitled to sub-contract any part of the Assignment to any individual consultant or adviser engaged by Adatis ("the Sub-Contractor") provided that:

- (a) where the Client requires Adatis to contract the services of a Sub-Contractor specified by the Client (the "Client Nominated Sub-Contractor"), the Client shall accept responsibility for the work to be performed by the Client Nominated Sub-Contractor, and Adatis, notwithstanding that it will be required to programme and integrate the work to be performed by the Client Nominated Sub-Contractor for the purposes of the Assignment, shall not be responsible or liable to the Client or any other person for the work performed by, and all acts, omissions, defaults and neglects of, the Client Nominated Sub-Contractor; and
- (b) in all other cases, Adatis shall remain responsible and liable to the Client for the work to be performed by the Sub-Contractor.

7 Non-poaching of staff

Unless with the prior written consent of the other party, neither party will approach or offer employment either part time, full time or on a contract basis or to hire or contract with any consultant, sales or marketing employee nor offer or provide services to a customer or prospect referred or introduced by one party to the other without written approval for a period of 9 months after the Assignment was completed. Breach of this clause will make the party in breach liable to a compensation fee equal to 100% of the relevant employee's annual salary operating at the time of leaving the party not in breach. The above compensation fee excludes VAT at the ruling rate.

If either party approach each other because either an employee has expressed a wish to leave one organisation to join the other, then both parties will come to an agreement in terms of an acceptable level of compensation and notice period. The default compensation to the losing party will be 30% of the employee's gross salary at the point of notice being given unless both parties agree in writing to diverge from the default compensation rate. Unless both parties agree in writing to a compensation rate other than the default rate within 30 days of the employee leaving; the default rate will apply. The above compensation fee rate excludes VAT at the ruling rate.

8 Termination of Assignment during the Assignment

Where the Client informs Adatis of the Assignment being terminated or delayed due to circumstances beyond the control of Adatis but within the control of the Client, the Client must give Adatis at least 30 days notice in writing. The Client will be liable for consulting fees within the subsequent 30 days period that would have been charged where the notice period given is less than 30 days.

9 Liability

(a) Adatis accepts no responsibility for any reliance that may be had by any third parties on any information or advice, written or oral, of whatever nature, or any other works unless the Client has sought the permission of Adatis, for the provision of particular advice or information, or a particular work, to specified third parties and Adatis gives its written permission prior to provision of the relevant information, advice or work. Adatis may withhold such permission or grant such

permission subject to conditions (including as to non-reliance).

(b) Adatis shall indemnify and keep indemnified the Client against injury (including death) to any persons or loss of or damage to any property which may arise out of the act, default or negligence of Adatis, a sub-contractor, their employees or agents in consequence of Adatis's obligations under the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

(c) The Client shall indemnify and keep indemnified Adatis for the duration of the Contract against injury (including death) to any persons, or loss of or damage to any property which may arise out of the act, default or negligence of the Client or any contractor employed by the Client (other than the Client or a sub-contractor) and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

(d) Without thereby limiting their responsibilities under sub-clauses 9(b) and 9(c), each party shall insure with a reputable insurance company against all loss of and damage to property and injury to persons (including death) arising out of or in consequence of its obligations under the Contract and against all actions, claims, demands, costs and expenses in respect thereof.

(e) Save as expressly stated elsewhere in the Contract, neither party shall be liable to the other for consequential loss or damage.

(f) Notwithstanding any other express or implied terms or conditions of the contract, other than those set out in Sub-clause 9(b), and notwithstanding any collateral contract, warranty or representation, the total aggregate liability (including liability for interest) of Adatis (including any liability for the acts and omissions of its employees) and of its directors and employees, whether in contract, tort (including negligence) or otherwise, to the Client arising from or in connection with the engagement described in the Contract shall be limited to an amount equal to the fees paid or due and payable to Adatis (as determined at the date when the liability arises) in the case of a Contract where the fees are neither fixed nor subject to a limit, or to an amount equal to the maximum fees payable to Adatis in the case of a contract where the fees are either fixed or subject to a limit (the relevant amount being the 'Limit'). The Limit will not apply to any acts, omissions or misrepresentations which are in any case criminal, dishonest or fraudulent on the part of Adatis and its directors or employees.

10 Standard of Services Performed by Adatis

The services provided by Adatis shall be performed in accordance with this Contract. To the extent that the standard of the services has not been specified in the Contract, Adatis shall use good quality materials, techniques and standards and execute the Contract with the care, skill and diligence required in accordance with best practice.

11 Assignment

Adatis shall not, without the written consent of the Client, assign its rights or obligations under the Contract. The Client may assign its rights under the Contract to any subsidiary or holding company (or any subsidiary of any

holding company) of the Client as such terms are defined in S.736 of the Companies Act 1985.

12 Insolvency and Bankruptcy

If Adatis shall become insolvent or bankrupt or have a receiving order or administration order made against it or compound with its creditors or being a corporation commence to be wound up not being a members' voluntary winding up for the purpose of reconstruction or amalgamation, or carry on its business under an administrator or administrative receiver for the benefit of its creditors or any of them, the Client shall have the right either to terminate the Contract forthwith by notice in writing to Adatis or to the administrative receiver or administrator or liquidator or to any person in whom the Contract may become vested or to give such administrative receiver, administrator, liquidator or other person the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract up to an amount to be agreed. In the event of termination under this sub-clause, the Client shall have the right, by prior notice to Adatis, to enter its premises for the purpose only of removal of any items of equipment or materials which are clearly marked as being the property of the Client.

13 Force Majeure

Neither Adatis nor the Client will be liable for any delay in performing or failure to perform their obligations if such failure or delay is as a result of causes outside the reasonable control of the responsible party.

14 Third Party Rights

Nothing in these Terms and Conditions of Business is intended to confer any benefit on any third party (whether referred to herein by name, class, description or otherwise) or any right to enforce a term of these Terms and Conditions of Business or the attached arrangement letter pursuant to the Contract (Rights of Third Parties) Act 1999.

15 Entire Agreement

These Terms and Conditions of Business (and any appendices or attachments thereto) constitute the entire agreement between the Client and Adatis relating to the Assignment and supersede all previous communications, representations and arrangements, written or oral, except in respect of any fraudulent misrepresentation made by either party. No variation will be effective unless in writing and signed by authorised representatives of both parties.

16 Data Privacy

Both parties will comply with all relevant data privacy and protection legislation. If Adatis receives personal data in connection with these Terms and Conditions of Business in relation to the Client and the Client's employees, directors and other officers, Adatis may use this data solely for purposes connected with these Terms and Conditions of Business and the provision of services to the Client.

17 Relationship between the Parties

In connection with these Terms and Conditions of Business, each party is an independent contractor and as such will not have any authority to bind or commit the

other party. Nothing in these Terms and Conditions of Business will be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

18 Severability

If any term or provision of these Terms and Conditions of Business is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions or the whole of these Terms and Conditions of Business but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth in these Terms and Conditions of Business.

19 Notices

Any notice or other communication given pursuant to this agreement shall be in writing and shall be effective either when delivered personally to the party for whom it is intended, or five (5) days following deposit of the same into the Royal Mail (registered or recorded delivery or first class postage prepaid), if sent by facsimile on receipt of an answerback code if sent on a business day in the place of receipt or, if not sent on a business day in the place of receipt on opening of business on the next business day, or the next day if sent by overnight delivery services (with confirmation of delivery). Either party may designate a different address or fax by notice to the other given in accordance herewith.

SIGNED by :
for and on behalf of :
[Company Name] :
Dated :

SIGNED by :
for and on behalf of :
Adatis Consulting Ltd. :
Dated :