General Terms and Conditions of Business

This agreement sets forth the terms and conditions on which 4C Associates Limited, a limited liability company incorporated under the laws of England and Wales with Registration Number 4018096, (the "Company"), provides services (the "Services") for ***[client name]*** (the "Client") pursuant to or in connection with the attached document titled ***[Describe project]*** dated [***Date***] or any other statement of work that is or has been mutually agreed by the Company and the Client (each, a "Statement of Work"). This agreement together with all such Statements of Work shall be referred to herein as the "Agreement".

1. **Fees, Expenses, and Payment.** In consideration for the Services, the Client shall pay to the Company the professional fees and expenses in accordance with each Statement of Work. Payment of each invoice from the Company is due within 30 days of the invoice date. The Company reserves the right to suspend the provision of Services in the event of non-payment by the Client. The description of the fees and expenses in each Statement of Work is exclusive of any applicable taxes.

2. **Confidentiality.** Each party shall keep confidential and not disclose any confidential information, advice or material of any nature that is provided or made available by the other party, including but not limited to, any written reports or other data (collectively, "Confidential Information"), without the prior written consent of the other party. Each party may disclose Confidential Information only to its employees and contractors who have a need to know in connection with the provision or use of the Services and who are bound by confidentiality restrictions consistent with those set forth herein. This Section 2 shall not apply to any information that:

   (i) is or at any time becomes publicly available other than as a result of breach by the recipient of its obligations under this Agreement,
   (ii) the recipient acquires from a third party who owes no obligations of confidence to the other party in respect thereof,
   (iii) was already known to the recipient at the time it received such information from the other party as shown by the recipient's prior written records, or
   (iv) is independently developed by the recipient without use of, or reference to, Confidential Information.

   If either the Company or the Client is requested or required by any legal or investigative process to disclose any Confidential Information, that party shall, to the extent legally permissible, provide the other party with prompt notice of each such request and the Confidential Information requested so that such other party may seek to prevent disclosure or the entry of a protective order. If disclosure is required and a protective order is not obtained, the party from whom disclosure is required shall disclose only such Confidential Information that it is advised by its legal counsel is legally required to be disclosed.

3. **Client Information**. In performing the Services, the Company will use all information supplied by the Client without having independently verified the same and the Company assumes no responsibility for the accuracy or completeness of such information.

4. **Work Product.** Subject to the Client's satisfaction of its obligations under Section 1 above, all intellectual property in project materials developed by the Company specifically and exclusively for the Client in the course of providing the Services (the "Works") shall be owned by the Client. At the request and expense of the Client, the Company shall do all such things and sign all such documents or instruments reasonably necessary to give effect to the foregoing. Notwithstanding anything to the contrary contained in this Agreement or any Statement of Work, the Company retains all rights in its intellectual capital, including, without limitation, its methodologies, ideas, know how, techniques, models, tools, skills, generic industry information, knowledge and experience, and any graphic representations of any of these, whether now possessed or hereafter acquired by the Company ("Company IC"). The Works will inherently contain and/or embed Company IC. The Company hereby grants to the Client from the date of this Agreement a non-exclusive, non-transferable, irrevocable and royalty-free license to use Company IC contained and/or embedded in the Works, solely for the Client's internal business purposes.

5. **Use of Names.** The Company will not refer to the Client in the press, for advertising or promotional purposes, without the Client's prior written consent, provided that the Company may include the Client's name and/or logo in a list of representative clients of the Company for general client marketing and employee recruiting purposes.

6. **Limit of Liability.**
   (a) In no event shall either party be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to the Services.

   (b) In no event shall the Company's liability (whether based on any action or claim in contract, tort, or otherwise) to the Client or its affiliates arising out of or relating to any Services exceed the lesser of (i) GBP 500,000 and (ii) the fees payable to the Company for such Services.

   (c) This Clause 6 shall apply to the fullest extent permitted by applicable law.

7. **Insurance.** Without prejudice to the Company's obligations and liabilities pursuant to this Agreement the Company will maintain in force for the duration of this Agreement, with reputable and substantial insurers, the following insurances, to be evidenced by certificates of insurance made available to Client within 7 days of request:

(a) public liability insurance in the amount of at least £5,000,000 for any one occurrence;

(b) professional indemnity insurance in the amount of at least £10,000,000 for any one occurrence.

8. **Non-Solicitation.** Notwithstanding the other provisions of this Agreement, the Parties undertake during the term of the Agreement and for the period of 6 (six) months after the termination of this Agreement, not to engage, employ or entice away or endeavour to entice away, any employee of the other or any employee of the other's Group who at the date of termination was employed or engaged by the other or the other's Group except that nothing in this Clause 8 shall prevent the engagement or employment of any individual who has responded to a general advertisement made in good faith for the purposes of recruitment. In any event the amount of compensation for the solicitation shall be equivalent to the market rate introduction fee applicable through an employment agency.

9. **Force Majeure.** Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, failure of a utility service or transport network, acts of God, war, riot, civil commotion, terrorist attack, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm) which directly causes that Party (**the Affected Party**) to be unable to comply with all or a material part of its obligations under this Agreement where that act, event, omission or accident does not arise from the negligence of the Affected Party.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Each party submits to the exclusive jurisdiction of the courts located in England and Wales.

11. **Dispute Resolution.** If any dispute between the parties arises out of any matter governed by this Agreement, each party will first attempt in good faith to reach a settlement through negotiation by its appointed representative.

12. **Termination.**

(a). Either party may terminate the Agreement on written notice if the other party commits a material breach of its terms and which, if remediable, has not been remedied within a reasonable time after the other party has been notified in writing of the breach in question.

(b) If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may terminate the Order immediately upon notice and may cancel any unfulfilled obligations.

13. **Severability.** If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications to that effect are received by either of the parties from any competent authority, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality, and for the avoidance of doubt if any term is declared to be void, voidable, illegal or otherwise unenforceable the remaining terms of this Agreement shall remain in full force and effect as if that term, condition or provision had not originally been contained in this Agreement.

14. **Amendment, Waiver and Assignment.** This Agreement may not be amended, modified or waived except by a signed written agreement. Neither party shall have the right to assign or transfer this Agreement or any rights hereunder to any third party without the prior written consent of the other party.

15. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which so executed shall be an original, but together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

16. **Miscellaneous.** This Agreement contains the entire agreement between the Parties in respect to its subject matter and supersedes all previous agreements and understandings between the Parties relating to any of the Services. The obligations of the parties under this Agreement that by their nature continue beyond the termination of this Agreement shall survive any termination of this Agreement.

This Agreement has been entered into on the date stated above.

4C ASSOCIATES LIMITED

By: _____

Name:
Title:
Date:

CLIENT

By: _____

Name:
Title:
Date: