



Standard Terms & Conditions



Definitions

The meaning of the terms used in these Standard Laminar Terms and Conditions for the purpose of interpretation of the Agreement are set out below;

"Agreement" shall mean this Agreement together with any documents/schedules attached thereto.

"Employer" shall mean the party referenced in the Proposal for whom the Services are being carried out and pays the Fee.

"Confidential Information" shall mean any confidential information, data or know how whether identified at the time of disclosure as confidential or is reasonably considered to be of a confidential nature which (i) is made available by one Party to the other Party for the purposes of this Agreement, or (ii) relates to the business of one Party and comes to the knowledge of the other Party in the course of the Services.

"Consultant" shall mean Laminar Group Limited having its registered office at 20-22 Wenlock Road, London, N1 7GU, United Kingdom.

"Fee" shall mean the amount stated in the Proposal plus any substantiated expenses, which may be varied in accordance with the terms of the Agreement.

"Intellectual property" shall mean any and all intellectual and industrial property rights, including (without limitation) patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, moral rights or know-how, howsoever arising, whether or not registered and any other similar protected rights in any country and any applications for the registration or protection of such rights and all extensions thereof throughout the world, created, developed, embodied in or in connection with any drawing or other document and information prepared by or on behalf of the Consultant in the performance of the Services for delivery to the Employer.

"Proposal" shall mean the written submission by the Consultant to the Employer detailing the Services and the Fee.

"Services" shall mean the services to be performed by the Consultant as described in the Proposal together with any variations agreed.

1. General Provisions

- i. In the event of ambiguity or contradiction between these Standard Laminar Terms and Conditions ("Terms") the Proposal and any documents attached thereto, the Terms shall take precedence.
- ii. The Terms form part of the Agreement to the exclusion of any terms or conditions that the Employer may seek to rely on, and the Terms shall prevail.
- iii. The headings in the Agreement shall not be taken into consideration in the interpretation of these Terms. The singular includes the plural and vice-versa where the context requires.
- iv. This Agreement shall be governed by the laws of England. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of England.
- v. The Parties intend that no provision of the Agreement shall, by virtue of the Contracts (Rights of Third Parties) Act 1999, or otherwise, confer any benefit on, nor be enforceable by any person who is not a party to the Agreement.
- vi. If after the date of the Agreement the cost or duration of the Services is altered as a result of changes in or additions to the laws or regulations in any country which the Services are required the Consultant shall be entitled to remuneration and time associated with any changes.
- vii. Nothing contained herein shall be construed as establishing or creating a relationship of master and servant. The Consultant is an independent Consultant and the Agreement is not intended to constitute a partnership or joint venture between the Parties.
- viii. Neither party will issue any press release, advertising or other public materials that refer to the other party, the existence of this

Agreement, or the Services provided without the other party's prior written consent.

2. Provision of Services

- i. The Consultant shall perform the Services with reasonable skill, care and diligence of an appropriately qualified consultant in the discipline relating to the Services and in accordance with recognised professional standards.
- ii. The Consultant shall commence the Services on the date agreed and shall use reasonable endeavours to complete the Services in accordance with any agreed programme.
- iii. Nothing in this Agreement shall operate to prevent the Consultant carrying out similar services for other employer's.
- iv. The Employer shall provide, at its own risk and cost, and at the times required by the Consultant, such information and assistance as may be necessary for the continuous execution of the Services. The Consultant may rely upon the accuracy, correctness and sufficiency of information and data provided by or on behalf of the Employer or by any third party under a contract with the Employer.

3. Sub-Consulting

- i. Subject to the written consent of the Employer, which consent shall not be unreasonably refused, the Consultant may subcontract parts of the Services. The Consultant shall be responsible for the performance and the payment of any Sub-Consultant.

4. Secondment of Staff

- i. The provision of the Consultant's personnel into the Employer's project team ("Secondment") shall be on the basis of working under the direction and supervision of the Employer. The Employer has day-to-day control of the Seconded's activities and the Consultant continues to deal with any

staff management issues concerning the personnel.

- ii. The Consultant may subject to providing fourteen (14) days written notice to the Employer replace any Secondment staff with any alternative staff with equivalent competence and experience.
- iii. Any new Intellectual Property developed by the Consultant's personnel working on a Secondment basis shall be owned by the Employer with an unconditional license granted to the Consultant to use such Intellectual Property for the Services and any future requirements.

5. Variations

- i. The Employer shall make an additional payment to the Consultant in respect of any additional work carried out and additional resources employed (unless and to the extent that the additional work has been occasioned by the failure of the Consultant to exercise reasonable skill, care and diligence) and/or the disruption suffered if:
 - i. the Services are varied by the Employer; or
 - ii. the Employer delays fulfilling any obligations; or
 - iii. the Consultant is delayed by others (or by events that were not reasonably foreseeable); or
 - iv. other reasons beyond the control of the Consultant
- ii. The Consultant shall advise the Employer when the Consultant becomes aware that any such additional work is required or disruption shall be suffered and shall if so requested by the Employer give an initial estimate of any changes to programme or Fee likely to be incurred.

6. Payment

- i. For the performance of the Services, the Employer shall pay the Consultant the Fee in accordance with the Agreement.
- ii. The Consultant shall submit invoices on a monthly basis setting out the Fee which shall be paid by the Employer without any set-off,

deduction or withholding. Payment shall be made within twenty eight (28) days of the date of the Consultant's invoice.

- iii. The Employer will notify the Consultant within fifteen (14) days after receipt of an invoice if there are any errors or disputed sums. The Employer shall notify the Consultant in writing as to the nature and substance of any disputed portion. The Consultant shall correct any errors or valid disputed sums and submit a revised invoice within seven (7) days which shall be paid by the Employer within twenty eight (28) days of the original invoice date.
- iv. In the event that a payment due to the Consultant is delayed by more than twenty eight (28) days of the date of the invoice, the Consultant shall have the right to charge interest at 5% above the Bank of England base rate or at the Consultant's discretion suspend or terminate the Services.
- v. All sums due under this Agreement are exclusive of Value Added Tax, the amount of which shall be paid by the Employer to the Consultant at the rate and in the manner prescribed by law.

7. Confidential information

- i. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials. Each Party shall:
 - i. keep secret any Confidential Information;
 - ii. not disclose to any third party any Confidential Information except for the purpose of the Services, in which case it shall ensure that such third party is bound to secrecy in similar terms and no less stringent to those set out herein;
 - iii. not use any Confidential Information except for the Services.
- ii. The obligations in (i) herein shall not apply to information that: (i) is already known to receiving Party at the time of disclosure; (ii) is or becomes publicly known through no

wrongful act or failure of the receiving Party; (iii) is independently developed by the receiving party without benefit of disclosing Parties Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality.

- iii. The receiving Party may disclose Confidential Information in order to comply with the requirements of any law, rule or regulation of any governmental or regulatory body having jurisdiction over the duties performed by the party in conjunction with the Services, save that the receiving party shall, prior to such disclosure, immediately notify the disclosing party in order to allow the disclosing party the opportunity to oppose the order, notice or process, or seek a protective order.

8. Intellectual Property

- i. Neither Party shall have the right of use, other than for the purposes of the Agreement, whether directly or indirectly, the Intellectual Property of the other party and the Intellectual Property rights in such shall remain with the party providing or developing such Intellectual Property.
- ii. The Employer shall have a licence to use the Consultant's Intellectual Property for any purpose related to the Services. Such licence shall enable the Employer to use the Consultant's Intellectual Property for the extension of the Services but such use shall not include a licence to reproduce information, data or know how contained therein for any extension of the Services.
- iii. Subject to any third party rights, the copyright of all documents prepared specifically by the Consultant as part of the Services and furnished to the Employer shall vest in the Consultant. The Consultant provides a license to the Employer to use and make copies of the Consultant's documents and deliverables for the purpose of the Services subject to the payment of the Fee.
- iv. If the Employer is in breach of any obligations under this Agreement the Consultant may

revoke any licence granted herein by giving written notice to the Employer.

9. Defects

- i. Should the Consultant fail to perform the Services in accordance with the requirements of this Agreement (a "Defect") and provided that the Employer shall have given written notice thereof to the Consultant within six (6) months from the date of completion of the relevant Services then the Consultant shall re-perform any affected part of the Services so as to correct the Defect, such re-performance being at the Consultant expense. The foregoing shall be the Consultant's sole liability and the Employer's exclusive remedy arising out of or in connection with defects in the Services.

10. Liability

- i. Nothing in this Agreement shall exclude or in any way limit either party's liability to the other for (i) fraud, (ii) death or personal injury caused by that party's negligence, or (iii) any liability to the extent that it may not be excluded or limited as a matter of law.
- ii. The Consultant's total aggregate liability whether in contract, in tort, in negligence, for breach of statutory duty or otherwise arising out of or in connection with this Agreement shall be limited to the lesser of the total fee paid under this Agreement or £1,000,000 (one million pounds).
- iii. The Consultant's liability under the Agreement shall cease twelve (12) months from either the completion of the Services or the date of the final invoice whichever is the earlier.
- iv. In no event shall either party be liable for indirect, special, incidental or consequential losses, business interruptions, loss of revenue or profits, lost management time, savings, revenue, data or goodwill, or any penalties, fines or expenses.
- v. The Employer shall release from and indemnify the Consultant from and against all third party claims, losses, damages, costs

(including legal costs), expenses and liabilities, which arise out of or in connection with the Agreement including any made after the expiry of the period of liability. The foregoing indemnity shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the Consultant.

- vi. The Consultant's guarantees, warranties, obligations and liabilities arising out of or in connection with the Agreement and/or the Services are exclusively and exhaustively set out in this Agreement, whether or not such guarantees, warranties, obligations and liabilities would otherwise arise by statute, contract, tort or otherwise at law.
- vii. Without prejudice to any provision in this Agreement whereby liability is excluded or limited to a lesser amount, the liability of the Consultant in respect of any claims shall be limited to that proportion of liability which is just and equitable for the Consultant to pay, and is attributable to its respective breach; and on the assumptions that all other parties involved in the project to which this Agreement relates shall be deemed to have provided contractual undertakings no less onerous than this Agreement in respect of their Services and shall be deemed to have paid the Employer such proportion which it would be just and equitable for them to pay, having regard to the extent of their responsibility.

11. Insurances

- i. The Consultant shall maintain public liability and professional indemnity insurances in the amounts and for the length of time sufficient to cover the Consultant's liabilities under this Agreement provided always in either case that such insurances are available at commercially reasonable rates and subject to all exceptions, exclusions and limitations to the scope of cover that are commonly

included in such insurances at the time the insurances are taken out or renewed.

- ii. The Consultant shall provide evidence of insurance in the form of a brokers certificate when requested by the Employer to demonstrate sufficient insurances are maintained.

12. Suspension and Termination

- i. The Employer may, by giving written notice to the Consultant, require the whole or part of the Services to be suspended at any time for the Employer's own convenience and shall compensate the Consultant for all reasonable costs incurred directly as a result of such suspension. If the suspension of the performance of all or any part of the Services exceeds twelve (12) weeks in aggregate the Consultant may by giving four (4) weeks' written notice treat the part of the Services as abandoned and the appointment of the Consultant in respect of all or any part of the Services affected shall be automatically terminated.
- ii. The Employer shall have the right to terminate this Agreement or all or part of the Services at any time by giving the Consultant twenty eight (28) day's written notice thereof and the Consultant shall upon receipt of the Employer's written notice, take reasonable steps to bring the Services to a close in a prompt and orderly manner.
- iii. If either Party commits a material breach of its obligations under this Agreement and (in cases where such breach is capable of remedy) such breach shall not be remedied within a period of fourteen (14) days of a notice by the affected Party the Agreement may be terminated forthwith by the affected Party by giving written notice.
- iv. If either Party shall cease to trade or otherwise carry on a substantial or material part of its business, shall enter into liquidation whether compulsory or voluntary (other than for the purpose of an amalgamation or reconstruction not involving a realisation of capital), shall make any arrangement with its

creditors or have an administration order made in respect of its undertaking or have a receiver appointed over all or any part of its assets or generally become unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 the other Party may terminate the Agreement forthwith by giving written notice.

- v. In the event of termination hereunder, the Consultant shall be entitled to payment for Services performed in accordance with the Agreement prior to the date of termination and, except in the case of termination as a result of the Consultant default or negligence pursuant to clause 12 (iii) all costs incurred by the Consultant in bringing the Services to a close.

13. Bribery and Corruption

- i. Each Party represents to the other Party that it understands the US Foreign and Corrupt Practices Act 1977 ("FCPA"), the Bribery Act 2010 ("BA") and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions ("OECD Convention"). Each Party agrees neither to engage in any activity which could lead to accusations of breach of the FCPA, BA or the OECD Convention, nor to cause the other Party to breach the FCPA, BA or OECD Convention.

14. Disputes

- i. If any dispute arises out of or in connection with this Agreement, senior representatives of the Parties with the authority to settle any dispute shall within fourteen (14) days of a written request of the other Party meet in good faith to resolve the dispute. If a dispute cannot be resolved within ninety (90) days of the initial written request the Parties will attempt to resolve the dispute through an ADR mediation process held in London.
- ii. No Party may commence an arbitration of any dispute relating to this Agreement until it has attempted to settle the dispute with the other Party through mediation. Each Party shall be responsible for their costs associated with any

mediation procedure. The costs of mediation shall be shared equally between the Parties.

- iii. The Parties agree to comply with the decision of the mediator.

15. Non-solicitation of Employees.

- i. While this Agreement is in force and for a period of twelve (12) months from its termination for any reason, the Employer will not employ or offer employment to any person employed by or acting on behalf of the Consultant associated with the Services. If the Employer is in breach of this condition, the Employer (recognising that the Consultant will suffer substantial damage) will pay to the Consultant by way of liquidated damages and not by way of penalty a sum equal to the gross annual salary paid to the individual by the Consultant in the immediately preceding twelve (12) months.
- ii. Neither party will be precluded from hiring any employee of the other party who responds to any public notice or advertisement of an employment opportunity or who terminated his/her employment with the other party at least six months previously, provided that the hiring party did not solicit the termination.

16. Entire Agreement.

- i. This Agreement is the entire Agreement between the Employer and the Consultant relating to the Services and supersedes all prior or contemporaneous oral or written communications, proposals and representations relating to that engagement. This Agreement will not be modified by the terms of any subsequent purchase order, invoice, or other instrument documenting a payment or transaction that is issued by either party in connection with this Agreement, nor by any other act, document, usage, custom, or course of dealing unless it is signed by both parties. Each Party agrees to exclude liability for any negligent or innocent misrepresentation and acknowledges that in entering into this contract it does not rely on any statement, representation, or warranty

other than those expressly set out in this Agreement.

17. Waiver

- i. No waiver by either Party of any breach of the Agreement shall operate as a waiver of any subsequent or continuing breach of the Agreement. A failure or delay of either party to this Agreement to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any provision or restrict the rights of that Party under the Agreement. No waiver will be effective unless made in writing and signed by an authorised representative of the waiving party.

18. Severability

- i. In the event that any provision of this Agreement is held to be partially or completely invalid or contrary to applicable law, said invalid provision or invalid part thereof shall be deemed to be deleted and the remainder of the Agreement shall remain in full force and effect.

19. Assignment

- i. Neither Party may assign any of their rights or obligations under the Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed.

20. Notices

- i. All notices or other written communications required or permitted under this Agreement shall be in letter format and will be deemed to have been delivered five (5) days after being either emailed as an attachment or mailed by registered pre-paid first class (return receipt requested) or the local equivalent

21. Survival

- i. Clauses 1, 6, 7, 8, 9, 10, 15 and 18 hereof shall continue notwithstanding termination or expiration of the Agreement.