

The terms and conditions by which Adsatis will supply services are set out below.

Deliverables

Deliverables will need to be specified in an agreed Schedule

Fees

Fees will be agreed and detailed in all Schedules

Timing

Commencement - work will commence on the project at an agreed date

Duration - duration will be detailed in the agreed Schedule

Variation

Variation on these timings is only possible by mutual agreement between Adsatis and the Client

Payment Terms

All invoices raised will be payable within 30 days of receipt of an undisputed invoice

Invoicing

Invoicing will be as detailed in the Schedule

Expenses and other costs

No expenses will be charged unless previously agreed with the client

Travel and subsistence expenses will not be charged for work carried out in London

Reasonable costs incurred in travel & subsistence will be reimbursed, providing for Business Class flights on journeys exceeding 3 hours, Standard Class flights on all other journeys, hotel accommodation, meals, hire car and taxi, subject to the condition that they are reimbursed at cost.

Agreed consumables, travelling, and accommodation and out of pocket expenses, will be recharged at the prevailing rates. Expenses will be raised in arrears with full supporting receipts.

Other Terms & Conditions

General Provisions

The Company reserves the right to charge interest on a daily basis on late payment of any monies due and owing to the Company from the Client at 1% above the Bank of England base rate prevailing at the time. The Company also reserves the right to suspend or terminate any services being carried out in relation to the Contract until such time as payment has been received, provided that it has first provided the Client with written notice of its intention to do so.

In the event that the Client employs or contracts to work, either directly or indirectly, the Consultant outside the terms of the Contract with the Company, the Client will be liable to pay a fee to the Company.

In the event that the Client engages the Consultant for work prior to contract completion a fee shall be payable of 50% of the Consultant's first year total remuneration, to include any bonus payment paid to the Consultant in respect of their performance for that year.

In the event that the client engages the Consultant during the following six months, the fee will be reduced to 40%. The fee shall be payable in advance of known salary payments and one month in arrears of any bonus payments.

This provision shall extend for a period of 6 months beyond the end of the last Schedule in force relating to the Consultant.

Neither the Company nor the Client shall be liable for failure or delay in performing its obligations due to causes outside of their reasonable control, provided that both parties have taken reasonable steps to mitigate any loss or damage arising.

Specific Provisions Relating to Consultancy Services

A statement of the level of support to be provided during and after the project, together with any requirement to update related documentation will be set out in any Schedules. The Company will adhere to this statement.

Where performance by the Company is dependent on factors within the control of the Client or a third party then any delays may lead to an extension of time and/or an adjustment to the price on the same terms as set out in the Schedule.

Without prejudice to the Client's rights the Company will punctually perform the Services with the care and skill expected of an expert in the field of the provision of the Services, and in compliance with any laws, rules and regulations from time to time applicable to the Client and its associates.

Official Secrets Acts and Confidentiality

- (i). The Company undertakes to abide by the provisions of the Official Secrets Acts 1911 to 1989.
- (ii). The Company shall keep secret and not disclose any information of a confidential nature obtained by it by reason of an engagement except information which is in the public domain otherwise than by reason of a breach of this provision.
- (iii). The provisions of this paragraph shall apply during the continuance of an engagement and after its termination howsoever arising

Notwithstanding the above the Company acknowledges that all information delivered to it by the Client or any other person in connection with the subject matter of an engagement and all other information received by it relating to the Client or its clients or associates or the Services is confidential and of a proprietary nature ("the Confidential Information"). The Company undertakes (without prejudice to the Client's rights at laws):

To keep confidential and not disclose the Confidential Information;

Not to use the Confidential Information for its own or another's advantage;

Not to make copies of documents or other materials containing Confidential Information except as is necessary for the performance of the Services;

On completion of the Services or on earlier demand to return to the Client all Confidential Information together with any documents and materials containing Confidential Information together with any copies which have been made;

Ensure that its consultant and all other personnel who may have access to the Confidential Information, understand and agree in writing to comply with all obligations of confidentiality owed to the client under the Schedule.

The Company will, upon request and in any event upon termination of the engagement, immediately deliver to the Client, or procure the delivery of, all correspondence, documents, specifications, papers and property (including (without limitation) any documents which created by the Company from such information of the Client) belonging to the Client and/or its clients and/or associates (or which is otherwise due for return by the Client) which may be in its possession or control.

The Company undertakes during and after the termination of an engagement not to disclose the terms of its engagement without obtaining the Client's prior written consent.

Termination

Either the Company or the Client may terminate any Schedule early in the event that:

The other is in material breach of the terms of the Schedule and (if capable of remedy) not remedied within 30 days;

Termination is required by law or regulatory authority, which will lead to immediate termination and the early expiry date being the date of termination.

The other is declared or becomes bankrupt or in liquidation, receivership, administrative receivership or administration or makes an arrangement with his, her or its creditors.

Any Schedule may be terminated early by either party giving 30 days' notice, unless otherwise stated on any corresponding Schedules. The early termination date will be deemed to be 30 days after the notification is received in writing.

Any Schedule may be terminated early through mutual agreement. This agreement will define the effective early termination date.

The Client may terminate any Schedule immediately without notice in the event of negligence, wilful default or fraud by the Company.