

Ottimo Consulting Ltd Standard Terms of Business

Scope of this Agreement

1. This Agreement shall:
 - b. govern any contract for the supply of services ("the Engagement") by Ottimo Consulting Ltd ("Ottimo") to any person, firm or company ("the Client"); and
 - c. prevail over any inconsistent terms or conditions contained, or referred to, in any purchase order, confirmation of order, acceptance of a quotation, or specification or other document supplied by the Client, or implied by law, trade custom, practice or course of dealing except to the extent that they conflict with any accompanying proposal, letter or contract from Ottimo.

The Engagement

2. The Client shall commission Ottimo to perform the Engagement as described in Ottimo's proposal. Ottimo shall use reasonable endeavours to fulfil its obligations to the Client in accordance with the Engagement in all material respects.
3. Ottimo shall appoint one of its staff to take responsibility for the co-ordination, day-to-day management of the Engagement and take responsibility for the quality of its deliverables.

Obligations of the Client

4. The Client:
 - a. shall provide Ottimo with such information and access to such facilities and personnel as Ottimo shall reasonably require in order to provide the Services;
 - b. shall make such decisions and provide such instructions as Ottimo shall require and at the time that Ottimo requires to fulfil the Engagement; and
 - c. understands and acknowledges that Ottimo's ability to deliver the services and meet any timeframe agreed for the provision of the Engagement is dependent on the Client providing that information and access and providing those decisions and instructions at the times required by Ottimo.

Charges and Payment

5. Unless otherwise agreed, the fees quoted in Ottimo's proposals will be based upon an estimate of the effort and the experience of Ottimo staff considered necessary to achieve the objectives of the Engagement. In practice, should the Engagement require more effort or more experienced staff than specified in the proposal, Ottimo will notify the Client before incurring fees greater than agreed with the Client.
6. Estimates or quotations for fees are valid for 30 days from the date of the related proposal. All other obligations expressly stated or implied in a quotation or proposal, including the assignment of named Ottimo staff to the Engagement, are also only valid for 30 days from the date of the related quotation or proposal. Any tiered discount or rebate structure that may be offered shall reset if Ottimo do not provide services to the Client for a period of 3 months.
7. In addition to fees, Ottimo will charge:
 - a. for goods, services and facilities acquired specifically for the Engagement. Such charges will be agreed before the charges are incurred;
 - b. for reasonable travelling and subsistence expenses incurred by Ottimo staff in the performance of the Engagement, which will be charged to the Client at cost or other rates as agreed in writing; and

- c. Value Added Tax, or other taxes, where applicable at the appropriate rate.
- 8. Unless otherwise agreed, all charges associated with the Engagement will be invoiced monthly in arrears. Invoices shall be paid within 30 days of issue in the currency in which the fees were cited in the proposal. Interest is payable where payments are overdue, at a rate of 3% per month from date of invoice

Termination

- 9. Either party may terminate this agreement for any reason on 60 days' notice to the other party.
- 10. Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if
 - a. the other party fails to perform, has made, or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and
 - b. the failure, inaccuracy, or breach continues for a period of 30 days after the injured party delivers written notice to the breaching party reasonably detailing the breach.
- 12. If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.
- 13. Either party may terminate this agreement with immediate effect if
 - a. there is or becomes any Law that makes the performance of the terms of this agreement illegal or otherwise prohibited, or
 - b. any Governmental Authority issues an order restraining or enjoining the transactions under this agreement.

Data Protection

- 14. The Client acknowledges and agrees that Ottimo may use the Client's name and company logo in its marketing materials unless Ottimo is advised to the contrary in writing by the Client at any time.

Confidentiality

- 15. Both the Client and Ottimo shall protect the confidential information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own Confidential Information of a similar nature, being at least a reasonable degree of care.
- 16. Either party may disclose confidential information:
 - a. to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out Ottimo's obligations of the Engagement; and
 - b. as may be required by law, court order or any governmental or regulatory authority.
- 17. Confidential information shall not be used by either party for any purpose other than to perform the obligations of the Engagement or as required under clause 16 (b).
- 18. To protect the Client's confidentiality, Ottimo shall not give third parties (including other Ottimo clients) access to Ottimo's work areas where work on the Engagement is being undertaken. Similarly, the Client shall not have access to Ottimo's work areas except by written agreement in advance.
- 19. Except with Ottimo's express prior written consent, the Client shall not publish, or make public, any reports which Ottimo may deliver to them during the course of the Engagement nor make known to third parties the contents thereof.

Limitation of Liability

- 20. Ottimo shall aim to provide services of the highest quality and which reflect those technological and business practices that are most appropriate to the Engagement and all forecasts and recommendations shall be made in good faith. However, as Ottimo may have no or inadequate

control over the implementation of its recommendations or advice, Ottimo cannot accept any liability for losses, whether consequential or otherwise, which may arise from such implementation.

Personnel

21. Ottimo shall use its reasonable endeavours to ensure that the same personnel provide the services during the term of engagement in order to maintain consistency and build a relationship with the Client.
22. Ottimo shall use its reasonable endeavours to ensure that its personnel comply with the Client's site regulations when Ottimo's personnel are on the Client's premises.
23. The Client shall not at any time during the term of the Engagement or for a period of 6 months following its expiry or termination employ or solicit for employment or engage on any basis any member of Ottimo's personnel (whether employed by Ottimo or engaged on some other basis by Ottimo).
24. The Client acknowledges the cost to Ottimo of losing and replacing any such person and the Client agrees that if it breaches the provisions of the above clause the Client shall pay to Ottimo by way of liquidated damages a sum per person equal to the greater of (i) £50,000; and (ii) an amount equal to the person's aggregate annual gross remuneration package.

Intellectual Property Rights

25. Unless otherwise agreed, all intellectual property rights in any registerable intellectual property which may have been developed or created by Ottimo in connection with the Engagement shall be the property of Ottimo, and Ottimo hereby grants the Client a nonexclusive licence of such intellectual property rights so far as may be necessary to enjoy the benefit of the services.
26. Ottimo shall retain the property and copyright in all documents supplied to the Client in connection with the Engagement (including without limitation template forms, process descriptions, procedures, spreadsheets and guidance notes) and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of Ottimo.
27. The Client shall not be entitled to any right or licence in any intellectual property in which Ottimo has a proprietary interest unless the grant of that right or licence has been formalised in a deed or in a document executed on behalf of Ottimo by one of its directors.

Governing Law and Jurisdiction

28. This Agreement is governed by and shall be construed in accordance with the laws of England.