

## PROJECT TERMS OF BUSINESS

### 1. Introduction

Information Street Ltd is a private limited company registered in England and Wales. References to 'we', 'us' and 'our' relates to Information Street Ltd.

### 2. Our duties

We will provide the services and produce the deliverable to you in accordance with the project specification, training programme or as otherwise agreed between us.

### 3. Your duties

- 3.1. You shall pay the fees in accordance with the project specification.
- 3.2. You shall appoint a single representative as a 'first-point-of-call' to aid us with completing the project in a satisfactory and expedient manner.
- 3.3. You shall, as soon as reasonably practicable, provide all relevant information, copy or images within the time frames requested, which shall be relied upon as being true, correct and complete.
- 3.4. At completion of the project, the final deliverable will be deemed to be accepted and approved unless you notify us otherwise within ten (10) days of the date the final deliverables are made available to you.

### 4. Fees

You acknowledge and agree that:

- 4.1. all fees shall be invoiced in accordance with the project specification;
- 4.2. if you fail to provide the relevant information, copy or images within the time frames requested under clause 3.3, we reserve the right to amend the fee based on any new or revised pricing schedules that may be in force;
- 4.3. unless otherwise agreed in advance, all fees are payable in GBP. All fees are exclusive of VAT;
- 4.4. all invoices will be sent by email and are payable immediately or on such other terms as we may agree;

4.5. in the event that you dispute any part or all of an invoice, you agree to pay the undisputed part and disputed invoices or parts thereof will be subject to the agreed dispute resolution procedure and due for payment within seven days of an agreement being reached between us;

4.6. any further work will not be undertaken by us if any fee remains outstanding following a 14 day period or such other settlement period that we agree on;

4.7. without limiting our other rights, we may charge interest on such sums from the end of the 14 day period up to and including the date of payment whether before or after judgment at 10% per annum, compounded on a daily basis;

4.8. we reserve the right to terminate the engagement and cease acting if the account is unduly delayed in settlement; and

4.9. in the event that we resort to enforcement as a result of non-payment of fees, we will charge any reasonable expenses as we have incurred associated with such collection including legal costs, court fees and collection agency fees.

### 5. Liability

5.1. Neither of us shall be responsible for losses that result from our failure to comply with these terms of business including, but not limited to, losses that fall into the following categories:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of anticipated savings; or
- (d) loss of data.

However, this clause 5.1 shall not prevent claims for foreseeable loss of, or damage to, your physical property.

5.2. This clause does not include or limit in any way our liability for:

- (a) death or personal injury caused by our negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Services and Services Act 1982; or
- (d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

## 6. Events outside our control

- 6.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms of business that is caused by events outside our reasonable control (**Force Majeure Event**).
- 6.2. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
  - (a) strikes, lock-outs or other industrial action; or
  - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
  - (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
  - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
  - (e) impossibility of the use of public or private telecommunications networks.
- 6.3. Our obligations under these terms of business are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take

reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these terms of business can be performed despite the Force Majeure Event.

## 7. Data protection

- 7.1. We will only use the personal information you provide to us to provide the services and produce the deliverables, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information.
- 7.2. You acknowledge and agree that we may pass your details to credit reference agencies.

## 8. Confidential information

- 8.1. Neither we nor you will, for the term of these terms of business and for a period of three years from the date of termination of these terms of business, without the other's prior written consent:
  - (a) disclose confidential information to any person other than your or our officers, employees, professional advisers or agents on condition that the party disclosing is responsible for their compliance with these obligations; nor
  - (b) use the other's confidential information except to perform these terms of business.
- 8.2. Confidential information is any information relating to the business or affairs of the other party which is obviously confidential or has been identified by the other party as such, including these terms of business. Confidential information is not information which:
  - (a) is or becomes public other than by breach of these terms of business;
  - (b) was known to the other party before these terms of business without breach of confidence;
  - (c) is independently developed by or becomes available to the other party, or

(d) is required to be disclosed by law or regulatory authority.

8.3. To the extent practicable, on termination of these terms of business all confidential information relating to or supplied by a party and which is or should be in the other's possession will be returned by the other or (at the first party's option) destroyed and certified as destroyed.

## 9. Intellectual property rights

9.1. During the term of these terms of business and whilst providing the services or producing the deliverables, we will prepare or produce certain materials, including in hard copy and electronic form. Unless otherwise agreed the materials and any new intellectual property rights in the materials shall:

(a) be owned by us until full payment of all invoices issued under these terms of business have been received, at which time the ownership in those materials shall pass automatically to you; and

(b) as soon as reasonably practicable, be disclosed to you and shall belong to you and be your property.

9.2. All existing intellectual property rights in the method, technique, know how, notes and instructions created or used by us in connection with the provision of the services or production of the deliverables or these terms of business shall belong to, save to the extent that ownership belongs to any third party.

9.3. Intellectual property rights include rights in any copyright, patents, know-how, trade secrets, trademarks, trade names, design right, get-up, database right, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future, (v) to which a party or its supplier are or may be entitled and (vi) wherever existing.

## 10. Term and termination

10.1. These terms of business commenced on the date set out in the Work Agreement and will continue until either party provides notice of termination.

10.2. Termination must be in writing via letter or email and will be immediately effective on receipt of such notice.

10.3. Both parties may terminate these terms of business immediately on written notice if the other:

(a) becomes legally insolvent, or has a winding up order made against it, or passes a resolution to wind up, or enters in to any arrangement with its creditors, or passes a resolution to cease trading or actually ceases trading, or

(b) is in material breach of any of the terms of these terms of business and either the breach is incapable of remedy or the other party has failed to remedy the breach within 14 days of a written request to do so, including failure to pay the fees; or

(c) if we believe, in our reasonable opinion that to continue to act for you would risk putting us in breach of any contract, law or regulations including breach of any restrictive covenants that we may have with any third party.

10.4. At termination:

(a) we shall invoice you for the services provided or part of the deliverable produced to the date of first notice of cancellation for immediate payment;

(b) you shall immediately pay any outstanding fees due to us in accordance with these terms of business;

(c) to the extent that any clause is intended to have effect following termination of these terms of business, such clause shall survive and continue in effect notwithstanding termination;

- (d) both your and our accrued rights and obligations as at the date of termination with not be affected, including the right to recover damages or remit payment for fees incurred; and
- (e) require the delivery to us or the of our materials that are in your possession.

## 11. General

- 11.1. Each party will, at its own cost, do all further acts and execute all further documents necessary to give effect to these terms of business.
- 11.2. A copy of these terms of business is submitted along with a project specification and must be agreed prior to work commencing.
- 11.3. Payment of the fee or any part thereof is deemed acceptance of these terms of business and project specification.
- 11.4. You may not transfer any of your rights or obligations under these terms of business to another person or organisation without our prior written consent, which we will not withhold unreasonably.
- 11.5. We can transfer all or any of our rights and obligations under these terms of business to another organisation, but this will not affect your rights under these terms of business.
- 11.6. Any notices under these terms of business shall be via e-mail or in writing and be delivered by hand or by post to the addresses set out in these terms of business or another address notified.
- 11.7. These terms of business are not enforceable by any third party (whether under statute or otherwise).

- 11.8. Each party is responsible for its legal and other costs in relation to these terms of business.
- 11.9. Variations to these terms of business will have effect when agreed in writing by the parties' authorised representatives.
- 11.10. The unenforceability of any part of these terms of business will not affect the enforceability of any other part.
- 11.11. These terms of business may be signed in any number of separate counterparts. Each, when executed and delivered by a party, will be an original and all counterparts will constitute one instrument.
- 11.12. These terms of business and project specification supersede all previous representations, understandings or agreements. These terms of business are the entire agreement between the parties in relation to its subject. No other terms apply.
- 11.13. Neither party has made any representations or warranties concerning, and shall have no liability due to reliance on, any information supplied by either party except for where it is contained in these terms of business.
- 11.14. Nothing in these terms of business are capable of excluding or limiting liability arising from a fraudulent misrepresentation.
- 11.15. These terms of business are governed by the laws of England and Wales. The parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction and any courts which may hear appeals from those courts in respect of any proceedings in connection with these terms of business