

All business is undertaken and all services are supplied on the Terms of Business set out below/overleaf, unless otherwise specifically agreed in writing by MSK Global Limited.

TERMS OF BUSINESS

GENERAL

1.1 In these Terms, unless the context otherwise requires: **"MSK"** means MSK Global Limited (registered in England with company number 66545557, registered office Argon House, Argon Mews, Fulham Broadway, London SW6 1BJ); **"the Client"** means the individual, firm, company or other organisation to which MSK provides the Services under the Contract; **"the Contract"** means the contract between MSK and the Client for the provision of the Services, including these Terms; **"Deliverables"** means any documents, data, diagrams, designs, reports, drawings, maps, plans or other images, computer programs, tapes, disks or other records of information in any form, or other products or materials, provided or to be provided by MSK in the course of providing the Services; **"Input Material"** means any documents, data, diagrams, designs, reports, drawings, maps, plans or other images, computer programs, tapes, disks or other records of information in any form, or other materials, provided or to be provided by the Client for the purpose of or in connection with the Services; **"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world; **"Proposal"** means MSK's proposal or quotation in relation to, or specification or description of, the services to be provided by MSK under the Contract, including any Deliverables; **"Services"** means the services provided or to be provided by MSK to the Client, including any Deliverables, as described in the Proposal, and any additional services and/or Deliverables which MSK provides or agrees to supply to the Client; **"VAT"** means Value Added Tax chargeable under English law for the time being and any similar or additional tax based on turnover; A reference to **writing** or **written** includes fax and e-mail.

1.2 In these Terms:

- (a) the masculine shall include the feminine and neuter and the singular shall include the plural and vice versa;
- (b) the headings, numbering and layout are for convenience only and shall not affect the interpretation of these Terms;
- (c) reference to any statute or statutory provision shall include reference to any statutory modification or re-enactment of that provision for the time being in force, and includes any subordinate legislation made under it which is for the time in force.

1.3 Unless otherwise agreed in writing by MSK these Terms shall override any other terms stipulated or referred to in the Client's purchase order, acceptance of the Proposal, confirmation of order or other document provided by the Client, or in any prior negotiations or course of dealing between the Client and MSK, or implied by law, trade custom or practice.

1.4 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

PROPOSAL AND FEES

2.1 Our fees are as per the Proposal and as agreed between MSK and the Client

2.2 MSK may correct any typographical or other errors or omissions in the Proposal or in any brochure, promotional literature, website or other document, without any liability to the Client.

2.3 Unless otherwise specified by MSK, all fees stated in the Proposal are exclusive of any applicable VAT.

2.4 All fees stated in the Proposal are exclusive of travel, accommodation, printing, telecommunications and other out-of-pocket expenses reasonably incurred by MSK in the course of providing the Services, which shall be reimbursable by the Client at cost together with VAT if applicable.

2.5 MSK reserves the right to increase the fees under the Contract at any time to reflect any increase in MSK's costs resulting from circumstances beyond its control (including, but not

limited to, exchange rate fluctuations, currency regulation, alteration of duties, or increase in the cost of materials), or from the Client's instructions or lack of instructions, or from the Client's delay in providing or failure to provide Input Material, or from any inaccuracy or inadequacy in the Input Material, or from any change in the project scope. MSK may also increase fees on a six monthly basis at its entire discretion.

2.6 The fees quoted in the Proposal for projects are only an estimate of the likely cost of carrying out the work to which it relates, based on the amount of time expected to complete the Services. The final charge may be higher if more time is required or additional work is involved. MSK will use all best efforts to inform the Client if the fee quoted is likely to be exceeded.

2.7 For ongoing client work, fees are payable on the 15th of the actual month of work by standing order to be set up by the Client. If fees are not received by the last day of the month, MSK reserves the right to immediately discontinue service. If fees are not paid by standing order on the 15th of the month, MSK also reserves the right to charge an additional 10% administration fee on its billable total.

SUPPLY OF SERVICES

3.1 MSK shall use best efforts to provide the Services to the Client in accordance in all material respects with the Proposal.

3.2 MSK shall use all best efforts to meet any performance dates specified in the Proposal but any such dates shall be estimates only, and time shall not be of the essence for performance of the Services

3.3 MSK may at any time make any changes to the Services which are necessary to comply with statutory requirements, including (but not limited to) any applicable health and safety requirements, or which do not materially affect the nature or quality of the Services.

3.4 MSK shall, if applicable in connection with the provision of the Services, use best efforts to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at the Client's premises and that have been communicated to it under clause 4.4(b) of these Terms provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

3.5 The Services provided by MSK under the Contract are provided for the sole use of the Client, and in the event that the Client passes on any Services or Deliverables to a third party, MSK shall have no liability to the third party in respect of such Services or Deliverables unless MSK has expressly agreed to this in writing in advance.

3.6 Any complaint concerning the Services must be communicated to MSK within 30 days of the date of MSK's invoice for the Services or the part of the Services to which the complaint relates. If MSK considers that the complaint is justified MSK may, at its sole discretion:

- (a) correct or re-perform the relevant part of the Services; or
- (b) make an appropriate reduction in the invoiced fees; or
- (c) discontinue all or part of the Services, with a refund of a proportion of the fees already paid by the Client.

CLIENT'S OBLIGATIONS

4.1 The Client warrants to MSK that it has the necessary authority to agree to the terms of the Contract and that the signatory is authorised and fully empowered to execute this Contract for or on the Client's behalf.

4.2 The Client shall at its own expense provide to MSK, in a timely manner, any Input Material as specified in the Proposal or as otherwise reasonably required by MSK to perform the Services and ensure that all Input Material is accurate in all material respects

4.3 The Client shall at its own expense retain duplicate or back-up copies of all Input Material and insure against its accidental loss or damage. MSK shall have no liability for any such loss or damage of inputs or outputs, however caused.

4.4 The Client shall co-operate with MSK in all matters relating to the Services including to promptly provide MSK with the documents and information required by MSK to perform the Services and to advise MSK of any changes MSK needs to be aware of.

4.5 The Client shall, if applicable in connection with the provision of the Services:

- (a) provide MSK, its employees, agents, subcontractors and consultants, in a timely manner and at no charge, with access to the Client's premises, office accommodation, data and other facilities, as reasonably required by MSK;

(b) inform MSK of all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's premises;

(c) be responsible (at its own expense) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from its premises, and making all relevant risk assessments, in accordance with all applicable laws, and informing MSK of all of the Client's obligations and actions under this clause;

(d) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the use of Input Material and the use of any equipment, systems, cabling or facilities provided or to be provided by the Client and used directly or indirectly in the provision of the Services, insofar as such licences, consents and legislation relate to the Client's business, premises, staff, equipment, systems, cabling or facilities, in all cases before the date on which the provision of the Services is to start;

(e) keep, maintain in good condition and insure any equipment, systems, cabling or facilities provided or to be provided by the Client and used directly or indirectly in the provision of the Services, and not dispose of or use such any equipment, systems, cabling or facilities contrary to any written instructions or from MSK;

(f) confirm sole responsibility to check and ensure that the activities it requires MSK to perform meet the specific and general compliance, data protection, 'good behaviour', copyright and legal requirements. The Client indemnifies MSK from any action or penalties (including the cost of defence) in such circumstances, though MSK retains the right to control its own defence.

4.6 The Client shall reimburse to MSK, on demand, all reasonable costs, charges or losses sustained or incurred by MSK (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to MSK confirming such costs, charges and losses to the Client in writing.

4.7 The Client shall not, without the prior written consent of MSK, at any time during the subsistence of the Contract or for a period of twelve months after the last date of supply of the Services, solicit or entice away from MSK or employ or attempt to employ any person who is, or has been, engaged as a director, employee, consultant or subcontractor of MSK in the provision of the Services.

4.8 Any consent given by MSK in accordance with clause 4.7 of these Terms shall be subject to the Client paying to MSK a sum equivalent to 100% of the then current total annual remuneration of MSK's director, employee, consultant or subcontractor or, if higher, 100% of the annual remuneration to be paid by the Client to that director, employee, consultant or subcontractor.

4.9 The Client consents to MSK's inclusion of the Client's entity, project situation and outcome, comments and relevant person name in MSK's roster presented from time to time on MSK's website and marketing materials and in advertising materials and business development.

4.10 The Client's continuing instructions will amount to the Client's acceptance of the Terms of the Contract. However, we ask the Client to sign and return the enclosed duplicate of the Contract for MSK's records to confirm acceptance of the Terms of the Contract.

PAYMENT

5.1 Unless otherwise agreed in writing payments shall be made by the Client within 15 days of the date of MSK's invoice. Payment shall be made in full, without any set-off or other deduction.

5.2 If the Client fails to make any payment by the due date then, without prejudice to any other right or remedy available to MSK, MSK shall be entitled to:

(a) suspend performance of all Services until payment has been made in full; and/or

(b) charge interest on the amount outstanding at the rate for the time being applicable under the Late Payment of Commercial Debts (Interest) Act 1998 which shall accrue on a daily basis from the due date for payment until the date of actual payment (both before and after any judgment).

INTELLECTUAL PROPERTY RIGHTS

6.1 As between the Client and MSK, ownership of and all Intellectual Property Rights in any Input Material belongs to the Client. The Client warrants that any Input Material and its use by MSK in the course of providing the Services will not infringe the Intellectual Property Rights of any third party, and the Client shall

indemnify MSK against any actions, proceedings, costs, claims, expenses and demands arising from any such infringement, with MSK maintaining control over any defence.

6.2 As between the Client and MSK, ownership of and all Intellectual Property Rights in any Deliverables shall belong to MSK. Subject to payment in full to MSK of all sums payable under the Contract, the Client shall be entitled to use the Deliverables by way of licence free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Deliverables and/or the Services. If MSK terminates the Contract under clause 10.2 of these Terms, this licence shall automatically terminate.

6.3 As between the Client and MSK, ownership of and all Intellectual Property created in the performance of the Services including process and know how shall belong to MSK.

CONFIDENTIALITY

7.1 MSK and the Client shall each treat as confidential all information which is disclosed to it or comes to its knowledge in the course of or in connection with the Contract and which relates to the business, finances, products or services of the other, or which is so designated by the other, or which is by its nature confidential, including any Input Material or other information provided by the Client to MSK and any technical or commercial know-how, specifications, inventions, processes or initiatives used by MSK in the course of providing the Services; but excluding information which is already in the public domain or which comes into the public domain through no fault of the other party.

7.2 Neither MSK nor the Client shall use information to be treated as confidential under clause 7.1 of these Terms for any purpose except the performance of its obligations under the Contract, and neither shall disclose any such information except to its employees, officers, representatives, professional advisers, agents or subcontractors who need to know such information for the purposes of carrying out obligations of the relevant party under the Contract, or as may be required by law.

7.3 MSK and the Client shall each ensure that its employees, officers, representatives, professional advisers, agents or subcontractors to whom information to be treated as confidential under clause 7.1 of these Terms is disclosed are made aware of its confidentiality and comply with clauses 7.1 and 7.2 of these Terms.

WARRANTIES AND LIABILITY

8.1 This clause 8 sets out the entire financial liability of MSK (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Client in respect of:

(a) any breach of the Contract;

(b) any use made by the Client of the Services, the Deliverables or any part of them; and

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

8.2 MSK will use its best efforts to provide the Services using reasonable skill and care, including where we represent the client. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.3 Nothing in these Conditions limits or excludes the liability of MSK:

(a) for death or personal injury resulting from negligence; or

(b) for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by MSK; or

8.4 Subject to clauses 8.2 and 8.4 of these Terms:

(a) MSK shall not be liable for loss of profits, loss of business, depletion of goodwill, loss or corruption of data or information, loss of anticipated savings, or any indirect, special or pure economic loss, costs, damages, charges or expenses;

(b) MSK's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the total fees paid for the Services.

8.5 MSK uses all best efforts to provide factually correct and accurate information, but where any Deliverables include information obtained by MSK from outside sources (including the Client) and/or as a result of research, MSK relies on the outside sources and its own judgement, and MSK does not verify the accuracy or reputation of the source.

8.6 The Services provided by MSK are for information and support purposes only and should not be solely relied upon as the basis for any major decisions or actions of the Client. It is understood by both parties that the Client warrants to check all copy and work before relying on it.

8.7 Where MSK provides individuals or a team to carry out services for the Client, the Client accepts that all work is carried out under its instruction and supervision and that is responsible for the work and outcomes. The Client indemnifies MSK Global from any claim for poor work quality, negligence, copyright or any other damages.

FORCE MAJEURE

9. MSK shall have no liability to the Client under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of MSK or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers, contractors or subcontractors. MSK anticipates all emails to arrive within a few minutes of being sent.

TERMINATION

10.1 Either MSK or the Client may terminate the Contract by giving to the other not less than two weeks prior written notice, unless otherwise agreed, for one off projects. For ongoing projects (defined as projects lasting more than a month or where more than 3 projects or extensions are commissioned in a six month period) clients may terminate the Contract with the following prior written notice:

Month 1 = 30 days

Months 2-6 = 90 days

Months 7-18 = 180 days

Months 19- = 365 days

Whilst the MSK notice period is 30 days at its entire discretion

10.2 Without prejudice to any other rights or remedies which it may have, either MSK or the Client may terminate the Contract immediately by written notice to the other if:

- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default for not less than seven days after such payment is demanded in writing, or
- (b) the other party commits any breach of these Terms or any other term of the Contract and (if such a breach is capable of remedy) fails to remedy that breach within 30 days of that party being required by written notice to do so, or
- (c) the other party ceases to carry on business, or suspends payment of its debts, or is unable to pay or admits inability to pay its debts as they fall due, or
- (d) the other party goes into liquidation, becomes bankrupt, has a receiver appointed, or proposes or makes any composition or voluntary arrangement with its creditors, or
- (e) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party.

10.3 On termination of the Contract for any reason:

- (a) the Client shall immediately pay to MSK all of MSK's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, MSK may submit an invoice, which shall be payable immediately on receipt;
- (b) each party shall return the other's confidential information and any property of the other which is in its possession, custody or control, and shall not retain any copy, extract or duplicate of any such confidential information;
- (c) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

10.4 On termination of the Contract (however arising), the following provisions of these Terms shall survive and continue in full force and effect:

- (a) Clause 6 (Intellectual Property Rights)

- (b) Clause 7 (Confidentiality)
- (c) Clause 8 (Warranties and Liability)
- (d) This clause 10 (Termination)
- (e) Clause 14 (Rights of Third Parties).

ENTIRE AGREEMENT AND VARIATIONS

11.1 The Contract constitutes the entire agreement between the parties relating to its subject matter, supersedes any previous agreement between the parties relating to its subject matter, and may not be varied except in writing signed by or on behalf of each of the parties by a person duly authorised for that purpose.

11.2 The Client acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy, in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than those contained or referred to in the Proposal and in these Terms.

11.3 Nothing in this clause 11 shall limit or exclude any liability for fraud.

WAIVER

12 No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

ASSIGNMENT

13.1 The Client shall not, without the prior written consent of MSK, assign, transfer, charge, mortgage, or deal in any other manner with all or any of its rights nor subcontract or delegate all or any of its obligations under the Contract.

13.2 MSK may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent, and may at any time assign, transfer, charge, mortgage, or deal in any other manner with all or any of its rights under the Contract.

RIGHTS OF THIRD PARTIES

14 Unless otherwise expressly agreed between MSK and the Client, no person other than a party to the Contract shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract except as the permitted assignee of or lawful successor to that party; and the parties to the Contract may, by agreement, rescind the Contract or vary it in any way without the consent of any such person.

GENERAL

15.1 Neither party shall have authority to act as agent for, or to bind, the other party in any way, except with explicit written authorisation signed by or on behalf of the other party by a person duly authorised for that purpose.

15.2 Nothing in this Agreement shall constitute or create or be deemed to constitute or create a partnership or the relationship of principal and agent or employer and employee between the Client and MSK or any of MSK's personnel.

15.3 Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered to the other party personally, or sent by pre-paid first-class post, or by commercial courier, or by fax.

15.4 Any notice or other communication shall be deemed to have been duly received, if delivered personally, when left at the address of the intended recipient; if sent by pre-paid first-class post, 48 hours after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

GOVERNING LAW AND JURISDICTION

16 The Contract shall be governed by and construed in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.