

Venture 1 Consulting Ltd.

IT Terms and Conditions



Consultancy Terms & Conditions

These Terms and Conditions and the proposal (the "Proposal") to which they are attached (together, the "Agreement") contain the terms upon which we will provide services to you. Before we begin work on your behalf, we ask that you indicate your consent to the Agreement in writing by signing the Proposal or sending an email confirming acceptance of the Agreement.

In the Agreement, "we" means Venture 1 Consulting Ltd. (company number 04163690); and "you" means the person (natural or legal) who is identified as the client in the Proposal.

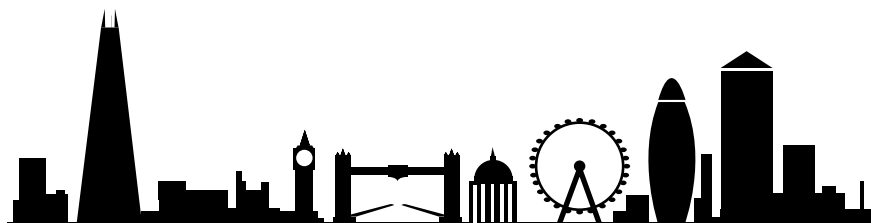
1 General

- 1.1 We will provide to you the services specified in the Proposal with reasonable care and skill.
- 1.2 You will provide us with all co-operation, information and documentation reasonably required for the provision of the services.

2 Charges, Expenses and Payments

- 2.1 Our fees will be agreed with you in the Proposal.
- 2.2 Expenses (including but not limited to reprographic expenses, postage costs, courier charges, facsimile and telephone charges, travel expenses, parking fees, accommodation expenses, equipment hire, storage costs, collection and delivery fees) incurred in the course of providing the services will be passed on to you at cost, and will be invoiced with our fees.
- 2.3 We will charge VAT upon our services. VAT will also be payable on most expenses.

3 Confidentiality



- 3.1 Subject to Clauses 3.2 and 3.3, we will keep confidential, and will not disclose to any third party, all the information you supply to us under or in connection with the Agreement.
- 3.2 This Agreement imposes no obligations upon us with respect to information which is or becomes publicly known through no act or default on our part.
- 3.3 The restrictions in this Clause 3 do not apply to the extent that any information is required to be disclosed by any law or regulation, judicial or governmental request or order.

4 Exclusion of warranties and indemnity

- 4.1 All terms, conditions and warranties, express or implied, not set out in the Agreement are, to the fullest extent permitted by law, excluded from the arrangements governed by the Agreement.

5 Limitations of liability

- 5.1 Nothing in the Agreement shall operate to exclude or limit either party's liability for:
 - (a) death or personal injury caused by its negligence;
 - (b) fraud; or
 - (c) any other liability which cannot be excluded or limited under applicable law.
- 5.2 Subject to Clause 5.1, we will not be liable to you for any loss of profits, loss of business, loss of anticipated savings, loss of opportunity, loss of data or any kind of indirect or consequential loss, whether it arises from a breach of contract, negligence, or otherwise.
- 5.3 You accept that we have an interest in limiting the personal liability of our officers and employees. Having regard to that interest, and subject to Clause 5.1, you accept that we are a limited liability entity and agree that you will not bring any claim personally against individual officers or employees in respect of any losses you suffer in connection with our services. The provisions of this Clause will not limit or exclude the liability of the limited company itself for the acts and omissions of our officers and employees.

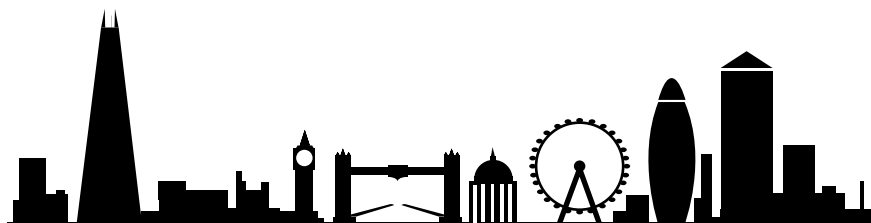


6 Termination

- 6.1 This Agreement will come into force upon the earlier of our receipt of your agreement to its terms and our commencing work for you with your consent, and will terminate automatically upon the completion of the services which we have agreed we will provide to you.
- 6.2 Either party may terminate the Agreement if:
- (a) the other party commits a material breach of the terms of the Agreement; or
 - (b) the other party becomes insolvent or bankrupt or enter any insolvency or bankruptcy procedure in any jurisdiction.
- 6.3 Where the Agreement is terminated under by you under Clause 6.2, we will:
- (a) refund to you any amounts paid to us; and
 - (b) release you from any obligation to pay any amounts to us,
- 6.4 in relation to any services which have not been provided as at the effective date of termination (the amount of which will be calculated by us using any reasonable methodology).
- 6.5 Save as provided in Clause 6.3, you will not be entitled to any refund of any fees paid, or be released from any obligation to pay fees (whether or not invoiced).
- 6.6 Termination of the Agreement will not affect our or your accrued rights and liabilities, or the continuing application of Clauses 3, 4, 5 and 6.3 to 6.5 of the Agreement.

7 General

- 7.1 We will have no liability to you if we are unable to provide any services under the Agreement as a result of circumstances beyond our control, including (without limitation) war, strike, lockout, industrial disputes, riot, civil commotion, acts of Government, fire, flood, blockade, accident, natural catastrophe, disaster, or default of a third party.
- 7.2 The dates for the provision of the services set out in the Proposal will not be of the essence of the Agreement.
- 7.3 No delay, neglect or forbearance in enforcing any term of the Agreement by either party will be deemed to be a waiver or in any way prejudice that party.



- 7.4 Save under Clause 5.3, nothing in the Agreement confers on any third party any right to enforce any term of the Agreement.
- 7.5 The Agreement will be governed by and construed in accordance with the laws of England, and the English courts will have exclusive jurisdiction to adjudicate disputes about, under or in relation to the Agreement.
- 7.6 The Agreement together with any specific terms we agree in writing constitutes the entire agreement between us and you in relation to the subject matter hereof, and supersedes all earlier communications between us and you. Subject to Clause 5.1, each party acknowledges that it has not relied on any commitment, representation or warranty in entering into the Agreement.
- 7.7 No amendment or other variation of the Agreement will be effective unless it is agreed in writing by or on behalf of the parties to the Agreement.

