

AJILON

STANDARD TERMS OF BUSINESS

1. Agreement

- 1.1 These Terms form the basis of the Contract between the Client and the Supplier (each referred to herein as a "Party" and together "the Parties")
- 1.2 A Contract will be formed, and these Terms will be binding, upon acceptance by the Client of a Quotation. In circumstances where a Quotation does not receive unqualified acceptance by the Client, a Contract will be formed upon the issuing by the Supplier of a Sales Confirmation following agreement between the Parties.
- 1.3 No alternative or additional terms advanced or referred to by the Client shall be incorporated into the Contract unless such terms are stated in the Order Documentation. Under no circumstances shall the Client's standard terms be binding on the Supplier unless expressly agreed in writing and signed by a director of the Supplier.

2. Interpretation

- 2.1 Words and expressions in these Terms have the meanings as set out in Clause 18: Definitions.
- 2.2 In these Terms the words "include", "includes" or "including" are not used as, nor are they to be interpreted as, words of limitation, and when introducing an example do not limit the meaning of the words to which the example relates nor constitute an exclusive list of such examples.
- 2.3 In the event of any inconsistency with these Terms and the provisions set out in the Order Documentation, the provisions of the Order Documentation shall take precedence to the extent of such inconsistency.

3. Supplier Obligations

- 3.1 The Supplier will perform the Services as set out in the Order Documentation in accordance with good industry practice and by assigning an adequate number of appropriately trained, skilled and experienced members of Personnel. Unless otherwise stated in the Order Documentation, Services will be provided during Business Hours only.
- 3.2 The Supplier will be entitled to subcontract all or part of its obligations under the Contract provided that the Supplier will remain fully responsible for the proper performance of the Services by any subcontractor.
- 3.3 The Supplier, including any Personnel, will perform the Services with the autonomy and self-direction appropriate to an independent contractor. Notwithstanding the above, the Supplier and the Personnel will comply with the Client's internal policies and procedures to the extent relevant and appropriate to an independent contractor while performing Services at the Client's premises or any other location for which the Client is responsible, including but not limited to security and safety procedures.

4. Client Obligations

- 4.1 In consideration for the performance of the Services, the Client will pay the Supplier the Charges.
- 4.2 The Client hereby gives its consent for the Supplier's access to, and use of, any Sites, software and/or IT systems reasonably required for the performance of the Services and is solely responsible for procuring that all other necessary third party consents, licences and permissions are obtained, and all other necessary arrangements are made, to enable such access and to facilitate the Supplier's performance of the Services.
- 4.3 The Client is solely responsible for ensuring, prior to the date Services are to commence, that a full back-up of its (and any relevant third party's) data, records and any other information whatsoever stored or otherwise accessible at the Site ("Data") is created and retained for the duration of the Contract. The Client is also responsible for retaining the back-up Data for any period of time as may be necessary to avoid loss or damage to the Data arising from the Services. The Client shall hold the Supplier harmless from any claims or loss which could have been mitigated but for the Client's failure to do so.

- 4.4 The Client is solely responsible for promptly making any necessary arrangements with regard to security, access, health and safety and provision of working space necessary for the proper performance of the Services at any non-Supplier Site and will comply with the Supplier's reasonable requests in connection with such arrangements. Subject to Clause 16.5, the Client will be responsible for any additional costs and expenses incurred by the Supplier arising in connection with any inability, delay, inconvenience or complication experienced in the performance of the Services at non-Supplier Sites arising outside the Supplier's control which cannot be mitigated by the Supplier using reasonable endeavours.

5. Client Warranties

- 5.1 The Client warrants that neither it nor any End Customer will attempt to exercise day-to-day supervision or management over the Supplier or the Personnel, nor will it treat the Supplier or the Personnel in such a way as to integrate them within the Client's or End Customer's management structure or regular workforce. Any Service-related issues shall be raised with the Supplier and not the Personnel. The Client shall indemnify the Supplier for any loss, liability, expense, investigation, claim or proceeding arising in connection with a breach of this warranty.
- 5.2 The Client warrants the accuracy and completeness of all details and information provided which is used by the Supplier in preparation of the Order Documentation. The Client acknowledges and agrees that if any such information is later shown to be inaccurate, the Supplier will be entitled to make reasonable adjustments to the Charges to reflect the additional costs and/or reductions in savings associated with performing the Services on the basis of the new or revised information. Alternatively, the Contract may be terminated with the agreement of both Parties.

6. Charges

- 6.1 All Charge amounts quoted in the Order Documentation are subject to the following conditions:
- i) If actual volumes of Service requirements exceed the upper level of anticipated volumes (as documented within the Order Documentation or as otherwise agreed in writing between the Parties) by 15% or more within any invoice period, the Supplier will be entitled to uplift its Charges in proportion with such additional volumes unless and until revised Charges are agreed between the Parties and documented within revised Order Documentation;
 - ii) If statutory changes have the effect of increasing the direct costs associated with providing the Services, the Supplier will be entitled to apply a corresponding increase to the Charges to reflect the effect of such changes;
 - iii) If an unforeseen material change in circumstances has the effect of increasing the direct or indirect costs associated with providing the Services, the Supplier will be entitled to request in writing an amendment to the Charges. The Client will be entitled to reject such a request after which the Supplier will be entitled in its discretion to terminate the Contract by giving 4 weeks written notice with no liability arising from such termination.
- 6.2 Any Charges stated within the Order Documentation as being on a per-day basis are stated on the basis of 7 working hours per day and 3 ½ working hours per ½ day.
- 6.3 Any Charges stated within the Order Documentation as being on a per-unit basis will not be subject to any minimum amount of working time.
- 6.4 Unless stated otherwise within the Order Documentation, Services performed outside of Business Hours will be subject to the following uplifts in Charges:
- i) Weekdays (not including bank holidays) – 50% uplift
 - ii) Saturdays – 50% uplift
 - iii) Sundays – 100% uplift
 - iv) Bank holidays – 100% uplift
- 6.5 The Supplier reserves the right to suspend the provision of Services if the Client fails to pay the Charges in full compliance with these Terms.
- 6.6 The Charges are exclusive of VAT which will be payable by the Client in addition at the prevailing rate.

7. Variations

- 7.1 The Parties agree that all changes and amendments to the Contract, including changes to the Services required, must be negotiated and approved by both Parties taking into account any impact on the current Services and any changes to the Charges. No such variations will be effective until recorded in writing and agreed by both Parties.
- 7.2 The Client will not be entitled to change or vary, without express Supplier consent, any technical specifications, service volumes, Site-related details, Contract start and end dates, working time or any other written information provided in connection with the Order Documentation. Any attempt to do so will entitle the Supplier, without prejudice to any other rights, to either:
- i) Terminate the Contract with immediate effect and/or recover from the Client as a debt any expenses incurred by the Supplier in connection with the Services including in preparation for the commencement of the Services which cannot reasonably be mitigated by the Supplier;
 - ii) In its absolute discretion, offer a variation of the Charges to the Client which, if accepted, will terminate the existing Contract and the Supplier will issue a new Order Documentation on the basis of the varied information and Charges. The processing of such variation may be subject to an administration fee equal to 5% of the new value of the Contract. In circumstances where the Client does not accept the varied Charges, the Supplier may exercise its rights under Clause 7.2i).
- 7.3 Clause 7.2 will also apply in circumstances where the Client requests or requires additional Services to those specified within the Order Documentation for the purpose of enabling, facilitating or increasing the benefit to the Client of the Services that have been so specified.
- 7.4 In circumstances where the Order Documentation specifies a minimum number of working days for which the Supplier must make any member(s) of Personnel available to perform the Services, the Client will be responsible for payment of the Charges for each such day that the Personnel are available regardless of any change in the Client's requirements or reduction in the number of Service days actually utilised.

8. Invoices and Payment

- 8.1 The Supplier will submit invoices to the Client in respect of the Charges for such periods or on such dates as specified in the Order Documentation. In the absence of such specification, the Supplier will be entitled to invoice monthly in arrears, in addition to any other times as stated in the Contract.
- 8.2 The Client must pay each invoice within 30 (thirty) days from the date of the invoice unless otherwise specified within the Order Documentation.
- 8.3 In the event that the Fees are not paid by the due date as set out in these Terms, the Supplier will be entitled to levy interest and associated charges as prescribed by the Late Payment of Commercial Debts (Interest) Act 1998, such late payment charges to be payable immediately by the Client on notification by the Supplier. In addition, the Client will reimburse the Supplier for any expenses reasonably incurred by the Supplier in the collection of such overdue payments.
- 8.4 If the provisions of the Order Documentation make the Supplier's right to invoice dependant on the receipt of a purchase order or the achievement by the Supplier of a milestone or deliverable and the Supplier's receipt of such purchase order or achievement of such milestone or deliverable is delayed or otherwise impeded by any act, omission or instruction of the Client, or a third party supplier or contractor of the Client, the Supplier will be entitled to invoice the Client for the relevant Services as if the purchase order has been received or the milestone or deliverable has been achieved. The Supplier will give the Client reasonable notice (no less than five working days) in writing prior to exercising its rights under this Clause in order to give the Client the opportunity of removing the cause of the delay. Notwithstanding the issuing and payment of an invoice raised pursuant to this Clause, the Supplier will remain responsible for completing any unperformed Services in accordance with its obligations under the Contract.

9. Liabilities and Insurance

- 9.1 The Parties acknowledge and agree that the Supplier shall have no liability for any Loss arising under or in connection with these Terms or in the performance of the Services to the extent that such Loss is a result of:
- i) any failure by the Client or the End Customer to comply with its obligations under the Contract or at law;
 - ii) any instructions given by the Client or the End Customer and correctly performed by the Supplier;
 - iii) any instructions or information provided by a third party supplier or contractor of the Client or the End Customer and reasonably relied upon by the Supplier in connection with the Services;
 - iv) Loss caused by any third party other than a subcontractor of the Supplier; or
 - v) any other negligent act or omission on the part of the Client or the End Customer.
- 9.2 Nothing in these Terms shall operate to exclude or limit the liability of either Party to the other for death or personal injury arising out of its negligence nor for any other liability which cannot be excluded or limited by applicable law.
- 9.3 Subject to clause 9.2, the maximum aggregate liability of the Supplier under or in connection with a Contract, including liability under contract, misrepresentation, tort, negligence, breach of statutory duty or otherwise, shall not exceed an amount equal to 80% of the total Charges payable for the Services under the relevant Contract.
- 9.4 Under no circumstances, regardless of whether the Supplier was aware of the possibility that such Loss might be incurred, will the Supplier be liable to the Client under or in connection with a Contract for any:
- i) Loss of profits, business, contracts, anticipated savings, goodwill or revenue, wasted expenditure or loss or corruption of data;
 - ii) Any indirect or consequential loss or damage whatsoever; or
 - iii) Liabilities arising in connection with any contracts with third parties.
- 9.5 At all times during the term of the Contract, the Supplier will maintain adequate policies of insurance in accordance with applicable law and industry practice and will, at the request of the Client, provide reasonable evidence of the same.

10. Conditions Relating to the Purchase and Delivery of Goods

- 10.1 Where the Service includes or involves the purchase by the Supplier of equipment, hardware, spare parts or other items or products as detailed in the Order Documentation ("Goods"), the Supplier will be entitled to invoice the Client for the Charges and/or expenses associated with such purchases immediately upon receipt of the Goods in the Supplier's possession. The title to such Goods will pass from the Supplier to the Client upon payment in full of such invoices by the Client.
- 10.2 Where the Service includes or involves the storage and/or delivery by the Supplier of Client Goods, such Goods will be covered by the Supplier's property damage and goods-in-transit insurance policies until the point of delivery. The Supplier's maximum liability with regards to such Goods shall be limited to the amounts stated below. The risk of loss or damage to Goods over and above these values, as well as the responsibility for arranging any insurance in relation to such higher values, shall rest with the Client:
- i) Property loss or damage: £5 million;
 - ii) Goods in transit: £150,000 per conveyance.
- 10.3 The Client is responsible for ensuring that an authorised representative is present at the agreed time of delivery of the Goods to sign the Supplier's confirmation of receipt and take possession. Failure to do so may incur additional Charges to reflect the Supplier's reasonable expenses, and any provision of additional Services, arising from the need to make alternative arrangements.
- 10.4 The Supplier shall have no liability to the Client with regards to loss or damage to Goods prior to such Goods coming into the Supplier's possession including during any delivery from the Client or a third party.

- 10.5 The Client acknowledges that any Goods provided as part of the Services originate from third party suppliers and manufacturers and are obtained in fulfilment of the Client's specifications. Except as expressly stated in these Terms, the Supplier gives no representation, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, the Supplier shall not be responsible for ensuring that the Goods are free from defects or are fit for purpose and shall only be liable to the Client to the extent that such Goods do not meet the specifications as stated within the Order Documentation. The Supplier confirms that the Client will be afforded the benefit of any manufacturer's guarantees or warranties attaching to the Goods.
- 10.6 Notwithstanding the above, nothing in Clause 10.5 shall operate to limit or exclude the Supplier's liability for the following:
- i) Breach of the condition as to good title or breach of warranty as to quiet possession and lack of encumbrances implied by section 2 of the Supply of Goods and Services Act 1982 and section 12 of the Sale of Goods Act 1979; or
 - ii) Fraud or fraudulent misrepresentation.

11. Confidentiality

- 11.1 Each Party agrees to keep confidential, and not to use or disclose, other than as permitted by these Terms, any Confidential Information of the other Party unless the express consent of that Party is obtained in writing.
- 11.2 Each Party who discloses Confidential Information of the other Party pursuant to these Terms must ensure that such recipients agree to maintain confidentiality and not disclose the Confidential Information to any other person.

12. Intellectual Property

- 12.1 All Intellectual Property Rights belonging to one Party prior to the commencement of the Contract or otherwise unrelated to the subject matter of the Services are vested and shall remain vested in that Party.
- 12.2 The Client has obtained, and undertakes that it will maintain during the term of the Contract, at its own cost, all consents, licences and permissions required by it to enable the Supplier to perform the Services.
- 12.3 The Client shall indemnify the Supplier against all Loss arising from or incurred by reason of any claim that the Supplier's use of any software or documentation provided by the Client or the End Customer in connection with the performance of the Services infringes any Intellectual Property Right of any third parties.

13. Dispute Resolution

- 13.1 Any dispute between the Parties arising out of or relating to the Contract including with respect to the interpretation of any provision of the Contract will be dealt with promptly as follows:
- i) By discussion and negotiation between the Senior Operations Managers (or equivalents) of each Party. If the dispute cannot be resolved between these individuals within 10 (ten) Working Days of the dispute being referred to them;
 - ii) By the Managing Directors (or equivalents) of each Party. If the dispute cannot be resolved between these individuals within 10 (ten) Working Days of the dispute being referred to them;
 - iii) Then either Party may have recourse to the Courts of England and Wales.

14. Termination

- 14.1 Either Party may terminate a Contract immediately by notice to the other Party if:
- i) the other Party is in material breach of the Contract and the breach is not capable of being remedied, or if the breach is capable of being remedied, the breach is not remedied within 14 days of a written request by the other Party to do so; or
 - ii) either Party (save in relation to a corporate reorganisation, reconstruction or amalgamation) appoints or applies to a court for the appointment of a liquidator, provisional liquidator, administrator, administrative receiver or receiver, enters into a scheme of arrangement or composition with or for the benefit of creditors generally, undergoes any reorganisation, moratorium or other administration involving its creditors or any class of its creditors, passes a resolution or proposes a resolution to wind it up, or becomes unable to pay its debts as and when they fall due or is deemed to become unable to pay its debts as and when they fall due within the meaning of Section 123 of the Insolvency Act 1986.
- 14.2 If the Client cancels a Contract before Services have commenced, the Supplier will be entitled to recover from the Client as a debt any expenses incurred by the Supplier which are incurred in connection with the Services, including in preparation for the commencement of the Services, and which cannot reasonably be mitigated by the Supplier. The Supplier shall be entitled to cancel a Contract for any reason and at any time prior to the commencement of Services without liability to the Client.
- 14.3 The Supplier may terminate the Contract immediately by notice to the Client if the Client fails to pay an amount which is overdue for a period of at least 30 days and not the subject of a good faith dispute.
- 14.4 The Client may terminate the Contract for convenience without liability to the Supplier arising from such termination by providing the Supplier with the period of notice specified in the Order Documentation. If such a notice period is not specified, the required period will be equal to half the anticipated period of the Contract or 6 months, whichever is shorter.
- 14.5 The Supplier may terminate the Contract for convenience without liability to the Client arising from such termination by providing the Client with the period of notice specified in the Order Documentation. If such a notice period is not specified, the required period will be equal to half the anticipated period of the Contract or 3 months, whichever is shorter.
- 14.6 On expiry or termination of the Contract, each party must promptly return, and must ensure that its personnel promptly return, any Confidential Information of the other party in its possession, custody or control.
- 14.7 The termination of the Contract does not affect any of the Parties' other rights or remedies.
- 14.8 Clauses 8, 9, 10, 11, 12, 14, 15 and 16 and any other obligations which are expressed to survive, or are by their nature intended to survive, expiry or termination of the Contract will survive expiry or termination of the Contract and are enforceable at any time.
- 14.9 In the event of termination, the Charges and expenses incurred to the date of termination become immediately payable by the Client.

15. TUPE

- 15.1 The Parties acknowledge that on termination or expiry of the Services (in whole or in part) the Transfer Regulations may apply to transfer Personnel to the Client or a replacement supplier.
- 15.2 If, in the opinion of the Supplier, the Transfer Regulations will apply on termination or expiry of the Services (in whole or in part), the Supplier will notify the Client of this opinion. Both Parties will comply with their respective obligations under the Transfer Regulations promptly and will provide the other Party with all such information as may be reasonably requested by the other Party in connection with such obligations.
- 15.3 Each Party shall indemnify the other Party against any Loss arising in connection with its failure to comply with the Transfer Regulations.

16. General

- 16.1 This Agreement is governed by the laws of England and Wales. The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 16.2 Neither Party shall assign or transfer its rights or obligations under the Contract without the other Party's prior written consent.
- 16.3 No forbearance, delay or indulgence by either Party in enforcing the provisions of the Contract shall prejudice or restrict the rights of that Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative.
- 16.4 Neither the Client nor any End Customer shall solicit or engage, directly or indirectly, any Personnel involved in any way in the formation or performance of the Contract other than through the Supplier. The Client agrees that any breach of this Clause shall cause financial loss to the Supplier and the Client shall indemnify the Supplier against such loss. In circumstances where the Client so engages a member of Personnel without going through the Supplier, the Supplier shall be entitled to an introduction fee equal to 6 months Charges at the rates applicable during the current or most recent Contract.
- 16.5 Neither Party shall be liable in any way for failure to perform, or delay in performing, its respective obligations under the Contract if the failure or delay is due to circumstances outside the reasonable control of the Party. Such circumstances include Acts of God, flood, earthquake or other natural disaster; war, threat of war, armed conflict, embargo or similar actions; terrorist attack, civil commotion or riots; nuclear, chemical or biological contamination; extreme adverse weather conditions; or interruption or failure of utility service including power, gas or water.
- 16.6 The Parties confirm their intent not to confer any rights on any third parties by virtue of the Contract (Rights of Third Parties) Act 1999.
- 16.7 The Contract, incorporating these Terms, constitutes the entire agreement between the Parties in relation to its subject matter, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the Parties, whether oral or written, in relation to that subject matter.
- 16.8 Each Party acknowledges that in entering into the Contract it has not relied upon any oral or written statements, collateral or other warranties, assurances, undertakings or representations which were made by or on behalf of the other Party in relation to the subject matter of the Contract at any time before its formation (together "Pre-Contractual Statements"), other than those which are set out expressly in the Contract. Each Party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements. Notwithstanding the above, nothing in this clause shall exclude or restrict the liability of either Party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.
- 16.9 If any provision, or part of a provision, of the Contract, is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of the Contract, and the legality, validity or enforceability of the remainder of the provisions of the Contract shall not be affected, unless otherwise required by operation of applicable law. The Parties shall use all reasonable endeavours to agree within a reasonable time upon any lawful and reasonable variations to the Contract which may be necessary in order to achieve, to the greatest extent possible, the same commercial effect as would have been achieved by the provision, or part-provision, in question.

17. Notices

- 17.1 Any notice, direction or other communication given under this Agreement must be in writing and may be given by hand or post to the respective parties at the address appearing on the Order Documentation.
- 17.2 A notice, direction or other communication is taken to have been received:
- i) if delivered by hand to the receiver, at the time of delivery; or
 - ii) if posted in a postage paid envelope addressed to the receiver, 3 (three) working days after the date of posting.

18. Definitions

Business Hours	9.00 am to 5.00 pm on a day which does not fall on a weekend or a bank or public holiday.
Charges	The fees due to the Supplier for the Services at the rates specified in the Order Documentation as well as any agreed expenses and other charges set out in the Contract.
Client	The customer named in the Order Documentation to whom the Supplier will provide the Services.
Confidential Information	Information (in any physical or non-physical form whatsoever) which: is specified as being confidential; or which relates to the business, affairs or finances of one of the Parties (including in relation to a Contract); or which, due its nature, the receiving party should reasonably regard as being of a confidential or commercially sensitive nature. Confidential Information does not include: (i) information which is publicly known when disclosed by one Party to the other; (ii) information which becomes publicly known other than through a breach of these Terms; (iii) information which either Party can show was known to it prior to its disclosure by one party to the other; (iv) information developed independently by one Party without any prior knowledge of the information disclosed to it by the other; (v) information disclosed to one Party by a third party who has a right to do so and who has not imposed on that Party any obligation of confidentiality.
Contract	The binding agreement between the Parties for the Supplier to provide the Services to the Client in exchange for the Charges comprising these Terms and the Order Documentation.
End Customer	Any customer of the Client, or ultimate recipient of the services of the Client, for whom or via whom the Supplier's Services are performed.
Intellectual Property Rights	Any patent, copyright, know how, trademark, service marks, design rights (whether registered or otherwise), database rights and applications for any of the foregoing, goodwill associated with any of the foregoing or any similar rights or obligations whether registerable or not or other intellectual property protection including strategies, processes, techniques, formulae, templates, tools, routines and models, that are owned or are capable of being owned.
Loss	Any loss, liability, expense, cost (including legal costs and disbursements), claim, demand or proceeding.
Order Documentation	Either the Quotation or Sales Confirmation, whichever document is issued earliest and contains the final agreed terms relating to the Contract.
Personnel	The Supplier's employees, agents, consultants and subcontractors, and employees of its agents, consultants and subcontractors, used in the performance of the Services.
Quotation	The terms of offer contained within the document titled "Quotation" (or such equivalent document) issued by the Supplier containing the specific details relating to the Service and the Charges and including any associated documents such as service schedules.
Sales Confirmation	The document titled "Sales Confirmation" (or such equivalent document) issued by the Supplier containing the summary of Contract details as agreed by the Client as well as any associated documents such as service schedules.
Service	The IT solutions service to be performed by the Supplier as set out in these Terms and the Order Documentation.
Site	Any site(s), premises or location(s) where Services are performed.
Supplier	Modis International Limited trading as "Ajilon" a company incorporated in England and Wales under registered number 01625479, whose registered office is at Millennium Bridge House, 2 Lambeth Hill, London, EC4V 4BG.
Transfer Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006.
Terms	These Standard Terms of Business.