

STRATEGIC RISK MANAGEMENT (SRM) TERMS AND CONDITIONS OF BUSINESS

1. INTERPRETATION

In these terms and conditions, except where the context otherwise requires, words denoting the singular shall include the plural and vice versa, and the following expressions shall have the following meanings: **Agreement** means the contract for the provision of the Services comprising the Order Acceptance and these terms and conditions and which is created by the Order Acceptance; **Authentication System** means the internal protocol number or other authentication system by which the Parties shall endeavour to ensure that access to the Material is only given to Authorised Users; **Authorised User** means a Person whom the Customer has authorised to access the Material by means of the Authentication System and to whom a password has been issued for such purpose; **business days** means days on which leading banks operating in the sterling inter-bank market are open for the transaction of normal banking business; **Commencement Date** means the date stated in the Order Acceptance for the commencement of the Services; **Confidential Information** means information that is provided to or for the benefit of the Customer in relation to the Services; **Customer** means the Person to whom the Order Acceptance is addressed; **Intellectual Property Rights** means all patents, copyright, data base rights, service marks, trade names, trade marks, trade secrets, domain names (whether or not any of them is registered and including any application for registration) and in relation to the System comprising the Order Acceptance and any of the Material, any rights under a licence or consent and any right of form of protection of a similar nature or having equivalent or similar effect to any of them which may subsist in any part of the world; **Internet** means a network of inter-connected telecommunications and computer systems connected by Internet protocol numbers; **Material** means the Source Material, data from time to time maintained by SRM (whether or not on SRM's Site) and indexed, formatted, catalogued and archived in such a way as to enable an Authorised User to search and access the same, including, without limitation, all documents containing any or all of information, applicable legislation, instructions, guidance notes, notices, forms and checklists to operate the System in respect of the Premises; **Material Default** means any default which relates (i) in the case of the Customer, to a failure to pay any of SRM's charges; or (ii) in the case of SRM, to a fundamental breach of the Agreement; **Order Acceptance** means SRM's written acceptance of the Customer's order for the Services; **Parties** means the Company and the Customer together; **Person** means any individual, firm, company or legally constituted institution, organisation or other legal entity; **Premises** means the premises, brief details of which are contained in the Order Acceptance; **Services** means the services, brief details of which are contained in the Specification; **Source Material** means all information, statistics, reports, plans, drawings, analyses and data supplied by or on behalf of the Customer to enable SRM to maintain the Services in accordance with the Specification and/or to facilitate such provision; **Special Conditions** means any special conditions contained in or annexed to the Order Acceptance; **Specification** means the specification of the Services annexed to the Order Acceptance; **SRM's Site** means the site on the World Wide Web established by or on behalf of SRM on which the System shall be hosted and the Material shall be hosted and accessed by Authorised Users using the Authentication System; **System** means any risk management system, brief particulars of which are contained in the Specification comprised in the Services; **Term** means the period beginning on the Commencement Date and continuing until the Agreement is terminated in accordance with Condition 10 or the Special Conditions; **Virus** means a computer program that copies itself or is copied to other storage media including without limitation magnetic tape cassettes, memory chips, electronic cartridges, optical discs and magnetic discs and destroys, alters or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user and includes without limitation computer programmes commonly referred to as 'Trojan Horses', 'logic bombs' and 'cannibals'. The headings in these terms and conditions are for ease of reference only and shall not affect their interpretation.

2. SRM'S OBLIGATIONS

- SRM shall throughout the Term:
- 2.1 Provide the Services with a reasonable level of skill, care and diligence, in a good and workmanlike manner and in all material respects in accordance with the Specification;
 - 2.2 Use its reasonable endeavours to recommend any variation to the Agreement necessary as a result of any material change to legislation or recommended practice;
 - 2.3 Grant to the Customer a non-exclusive, non-transferable licence to use the System at or in respect of the Premises and to make copies of such forms comprised in the Material as the Customer may reasonably require to display or complete in order to comply with legislation;
 - 2.4 Ensure that each Consultant is appropriately qualified and experienced to undertake their duties and require them to conduct themselves at all times in an orderly manner and to be dressed appropriately having regard to their duties and the environment in which they are to be performed;
 - 2.5 Inform the Customer in good time if it becomes aware of anything which is likely to prevent it from fulfilling its obligations under the Agreement;
 - 2.6 Use its reasonable endeavours to remedy any failure by it to provide the Services materially in accordance with the Specification;
 - 2.7 Maintain in force with reputable insurers such insurance and in such sums as SRM considers appropriate having regard, inter alia, to the Premises, the nature of the Services and the provisions of Condition 3.

3. LIMITATIONS AND EXCLUSIONS

- 3.1 SRM shall not be liable for:
- 3.1.1 Any indirect, consequential or economic loss incurred by the Customer or any other Person; or
- 3.1.2 Any loss or damage suffered or incurred by the Customer or any other Person, except as a direct and sole result of SRM's negligence in providing the Services under and in accordance with the terms of the Agreement; or
- 3.1.3 Any loss or damage suffered or incurred to the extent that it arises out of any event which constitutes force majeure or a default by the Customer, including but without limitation to the forgoing a failure by the Customer to properly review and implement recommendations by made by SRM.
- 3.2 The provisions of conditions 3.1.1 or 3.1.2 will not absolve SRM from any liability for death or personal injury caused by its negligence.
- 3.3 Save as provided in Condition 3.2, SRM's liability under the Agreement will not in any circumstances exceed the sum of £1 million (one million pounds).

4. FORCE MAJEURE

SRM shall not be liable whatever and to the extent to which the fulfilment of its obligations is prevented, frustrated, impeded and/or delayed as a consequence of any force majeure and/or fire, explosion, flood, storm, act of God, governmental act, order or regulation, hostilities, civil disturbance, strike, labour difficulty (whether of SRM or any other Person), machinery breakdown, inability to obtain necessary materials from usual sources of supply, shortage of transport facilities or delay in transit or any other circumstance whatsoever and however arising (whether or not of a class or kind or nature as mentioned) beyond its reasonable control. SRM shall endeavour to overcome any such difficulties but reserves the right to cancel, suspend or vary its obligations under the Agreement as it deems necessary.

5. SUSPENSION OF THE SERVICES

- 5.1 Subject to Condition 5.2, SRM may in good faith, in any of the circumstances provided for therein, from time to time by notice to the Customer suspend the provision of the Services to the Customer.
- 5.2 To be effective, a suspension notice must specify the effective date of suspension which shall not be less than two (2) business days from the date of receipt of the relative notice by the Customer) of the Services and such reasonable instructions in relation to such suspension as SRM may wish to issue, and which of the following shall be SRM's reason(s) for such suspension:
 - 5.2.1 if any attempt is made by or on behalf of the Customer to remove any defects or deal with any errors in the System or if any development, enhancement or variation of the system or any part or component thereof is carried out by or on behalf of the Customer; or
 - 5.2.2 if the Customer has failed to pay any of SRM's invoices in accordance with the provisions of the Agreement; or
 - 5.2.3 if SRM has been instructed to do so by the Director General of Telecommunications.SRM may at any time by reasonable notice to the Customer resume the provision of the Services.

6. THE CUSTOMER'S OBLIGATIONS

- 6.1 The Customer shall throughout the Term:
 - 6.1.1 Pay the charges provided for in the charging schedule annexed to the Order Acceptance (together with any value added tax thereon) within thirty (30) days of receipt of any invoice from SRM or otherwise in the manner and at the frequencies provided for in such invoice;
 - 6.1.2 Provide or ensure the provision of the resources including, without limitation, all decisions, information and access (both to personnel and Premises) required by SRM to enable SRM to provide the Services in accordance with the Specification and implement all reasonable recommendations from time to time made by SRM;
 - 6.1.3 Maintain in force insurance cover which in nature and extent is sufficient to protect itself against any loss, damage, cost or expense for which SRM may be liable to the Customer for breach of any of its obligations to the Customer or in negligence and on reasonable notice show to SRM evidence of such policy and payment of premiums thereunder;
 - 6.1.4 Provide SRM with a list of Authorised Users and any changes thereto from time to time;
 - 6.1.5 Obtain such computer and other hardware and software (and all licences required to authorise the lawful use thereof) including, without limitation, personal computers, hand-held devices, modems and/or other pieces of computer hardware approved by SRM to act as a point of entry for a secure Internet connection, routers, telecommunications and other equipment and reasonably approved by SRM software to be used to look at the Internet as may be required to enable SRM to supply the Services in accordance with the Specification;
 - 6.1.6 Contract with one or more Internet service providers of repute to provide the access to the Internet that the Customer will require to enable SRM to supply the Services in accordance with the Specification;
 - 6.1.7 Use and procure the use of the System by its Authorised Users correctly and in accordance with all operating instructions supplied from time to time by or on behalf of SRM;
 - 6.1.8 Ensure the accuracy of all Source Material from time to time however provided to SRM and ensure that none of the Source Material will infringe the patent, copyright, database right, design right, trademark right, or any other Intellectual Property Rights or Confidential Information of any Person or defame any Person;
 - 6.1.9 Be responsible for the security and proper use of all log-on identification numbers, user names and passwords (including changing the same on a regular basis) and shall ensure the issue to each Authorised User the log-on identification numbers, user name(s) and/or passwords provided by SRM and use all reasonable endeavours to ensure that Authorised Users do not divulge their identification numbers and/or passwords to any person;
 - 6.1.10 Inform SRM immediately if there is any reason to believe that a log on identification number, user name or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way;
 - 6.1.11 Use all reasonable endeavours to ensure that:
 - (1) Authorised Users abide by the terms and conditions of the code of conduct from time to time operated in respect of SRM's Site;
 - (2) The System is not used by any Authorised User fraudulently, in connection with any criminal offence, or otherwise unlawfully or to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights, or to cause annoyance, inconvenience or needless anxiety, or via SRM's Site to send or provide unsolicited advertising or promotional material or to receive responses to any unsolicited advertising or promotional material sent or provided via SRM's Site or other than in accordance with the acceptable use policy of any connected network;
 - (3) No Virus is introduced into any software system used under the Agreement and that, if a Virus is found, shall promptly upon discovery thereof endeavour to eliminate such Virus and ameliorate the effect thereof. If any such Virus causes a loss of operational efficiency or data, the Customer shall mitigate such loss as quickly as feasible;
 - (4) There is not introduced into any software system any code whose purpose is to disable or reduce the efficiency of all or any portion of SRM's System and/or the provision by SRM of any of the Services;Not use, nor knowingly permit any Authorised User to use, the System or any of the Services in a way that does not comply with the terms of any legislation or the terms of the Agreement or that is in any way unlawful;

- 6.1.13 Ensure so far as reasonably practicable that its employees, representatives, and agents do not act in such a way as to render the Customer in breach of any of its obligations to SRM; and
- 6.1.14 Perform regularly or ensure the regular performance of a routine and preventative maintenance and cleaning operations (including, without limitation, all operating and diagnostic checks and the regular inspection and, if necessary, cleaning of any equipment, packs and cartridges) described in or required by the user guides or supply contracts relating to any equipment, including, without limitation, any of the equipment referred to in Condition 6.1.5.

The Customer acknowledges that the provision by SRM of the Services in accordance with the Agreement will not absolve the Customer from any statutory or other obligation to which it may from time to time be subject during the Term.

7. DATA AGGREGATION AND PROTECTION

- 7.1 Subject always to the provisions of Condition 8, SRM may aggregate data collected, stored and maintained as part of the Material with data collected, stored and maintained by SRM for and on behalf of other customers but solely for the purpose of analysis, benchmarking and the production of unattributable statistics. The compilation and database copyright, database right and all other Intellectual Property Rights in such data as a database or compilation shall vest in SRM.
- 7.2 SRM shall:
 - 7.2.1 Only act on the Customer's instructions in relation to data that is or includes personal data within the meaning of the Data Protection Act 1998 ('the Act') and shall Comply with all at all times with its obligations under the Act.
 - 7.2.2 Operate technical and organisational measures to protect against unauthorised or unlawful processing of such data and against accidental loss or destruction of or damage to such data.
- 7.3 The provisions of Conditions 7.2.1 and 7.2.2 shall as far as they are applicable apply mutatis mutandis to the Customer.
- 7.4 In this Condition 7, 'data' shall include all data processed by either of the Parties or provided by a Party to the other together with all information and records generated during the Term.

8. CONFIDENTIAL INFORMATION

- 8.1 The Parties shall not at any time, whether during or after the Term, disclose to any other Person, or use for any purpose except as contemplated by the Agreement, any Confidential Information belonging to the other Party and shall endeavour to keep all such Confidential Information confidential (whether or not it is marked as such), except as provided by Condition 8.2.
- 8.2 Any Confidential Information which is disclosed to one of the Parties ('the Receiving Party') under or pursuant to the Agreement may be:
 - 8.2.1 Disclosed by the Receiving Party to any governmental or other authority or regulatory body, to the extent required by law; or
 - 8.2.2 Disclosed by the Receiving Party to any Person who, with the Disclosing Party's prior approval, is carrying out on behalf of the Receiving Party to the extent necessary for provision of the Services, subject to the Receiving Party first obtaining from that Person a signed undertaking to keep the Confidential Information confidential and to use the same only for the purposes for which the disclosure is made; or
 - 8.2.3 Used by the Receiving Party for any purposes or disclosed by the Receiving Party to any other Person, to the extent only that part of the Confidential Information is, at the date of this Agreement, or becomes at any time after that date (through no fault of the Receiving Party) public knowledge, provided that in doing so such Party does not disclose any part of the Confidential Information in question which is not public knowledge.Either of the Parties may at any time request the return of Confidential Information, including, but not limited to, any and all written or physical documents, the Confidential Information that are then in the other Party's possession or under its control (including any physical or electronic copies). In the event of any such request, the other Party shall comply except that it may elect instead to destroy Confidential Information that has become intermingled with its own Confidential Information.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All Intellectual Property Rights in and relating to the System and the Material are and shall remain the exclusive property of SRM.
- 9.2 The Customer shall not do anything which may infringe or affect the Intellectual Property Rights nor use, copy, transform or store any of the Material in any way (whether in an externally accessible computer or electronic information retrieval system or otherwise).
- 9.3 The Customer shall immediately inform SRM if it becomes aware of any infringement of the Intellectual Property Rights and will fully co-operate with SRM in respect of any action which SRM may take in order to protect the Intellectual Property Rights.

10. TERMINATION

- 10.1 Either of the Parties may at any time terminate the Agreement forthwith by notice to the other.
- 10.1.1 It is the obligation of the Party in Material Default of any of its obligations under the Agreement and such Material Default is not capable of remedy or if capable of remedy is not remedied by the defaulting Party within ten (10) business days of the notice from the other Party specifying the Material Default and requiring its remedy; or
- 10.1.2 If any of the following events shall occur to or in respect of the other Party, namely:
 - (1) That Party has been appointed a trustee, receiver, administrative receiver or similar official appointed over any part of its business or assets; or
 - (2) A petition has been presented or a meeting of the other Party has been convened for the purpose of considering a resolution for (or other steps having been taken for) the winding up of the other Party (otherwise than for the purposes of a reorganisation or scheme of arrangement or solvent amalgamation or reconstruction) or for the making of an administrative order; or
 - (3) A proposal has been made in respect of the other Party for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or for any other composition scheme of arrangement with (or assignment for the benefit of) its creditors; or
 - (4) The other Party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if it sells, assigns, parts with or otherwise ceases to carry on the whole or a material part of its business; or
 - (5) A judgment has been obtained or a distress or execution has been levied or issued upon or against any assets of such Party and the same has not been satisfied within twenty (20) business days.
- 10.2 SRM may at any time terminate the Agreement forthwith by notice to the Customer if the Customer is a partnership and the partnership is dissolved or if the Customer shall fail to notify SRM of any change which SRM reasonably deems to be material in relation to the nature or extent of the Services, including, without limitation, the number and/or configuration of any of the Premises. For example (but not by way of limitation) SRM may reasonably deem to be material the acquisition by the Customer of any additional premises; or a sale, lease or other disposal of any relevant part of any of the Premises; or the commencement of a new business activity on any of the Premises; or an increase in the number of employees employed at any of the Premises which SRM reasonably considers will have a material impact on the performance of the Services. If any of the events referred to in Conditions 10.1 or 10.2 occurs to a Party, the Party to which it has occurred shall forthwith notify the other accordingly.
- 10.3 Termination shall not entitle the Customer to be refunded any sum previously paid to SRM. Following termination, SRM shall be under no further obligation to provide the Services or any further or other services to the Customer. Termination shall not prejudice any rights of the Parties which may have accrued prior thereto.
- 10.4 On termination, the Customer shall cease to use the System save that it may remain in the case of an active system one hard copy of the records which it has produced using the System during the Term and which it is not obliged to keep thereafter.
- 10.5 If the customer cancels a scheduled visit 8-14 days prior to visit date then 50% of visit charge will be made to the customer for settlement. If the visit is cancelled 0-7 days prior to visit then 100% of the visit charge will be made.

11. GENERAL

- 11.1 The Agreement may only be amended or modified in whole or in part only by means of an agreement in writing duly executed by or on behalf of the Parties. Any purported amendment or modification in any other manner shall be invalid.
- 11.2 SRM may perform all or any of its obligations under the Agreement through any company which is a subsidiary or associate of SRM or of its holding company. The expressions 'subsidiary' and 'holding company' shall have the meanings ascribed to them by section 736 of the Companies Act 2006 (as amended) and one company shall be deemed to be an associate of another company if the first-mentioned company holds at least twenty per centum (20%) of the issued ordinary share capital of the other company or vice versa.
- 11.3 The Agreement may not be assigned, mortgaged or charged by the Customer without SRM's prior written consent. Upon the sale or transfer of any of the Premises the Customer shall notify SRM within five (5) business days and the Customer shall notify SRM of the details of the new owner.
- 11.4 No failure to exercise and no delay in exercising on SRM's part of any right, power or privilege arising under or in connection with the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No waiver by either of the Parties shall be effective unless it is in writing in accordance with the Agreement.
- 11.5 The Agreement comprises the entire agreement and understanding between the Parties in connection with the provision of the Services by SRM to the Customer and all prior negotiations, documents and agreements in connection therewith are hereby superseded.
- 11.6 Each of the Parties hereby acknowledges that in entering into the Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or provision except as expressly provided herein or in the Order Acceptance and all conditions, warranties or other terms implied by statute, convention, directive, common law, trade usage custom or otherwise are hereby excluded to the fullest extent permitted by law. Without prejudice to the foregoing, the Customer hereby waives any right it may have to claim damages for misrepresentation or to rescind the Agreement unless it can establish that the misrepresentation was made fraudulently.
- 11.7 SRM's specifications, catalogues, leaflets, price lists and quotations (in whatever format, namely whether in written, electronic or any other form) do not constitute offers made by SRM.
- 11.8 All notices, consents, approvals and requests in relation to the Agreement must be in writing and shall be valid if delivered personally or despatched by recorded delivery mail or by facsimile transmission, as evidenced by the address in accordance with the Order Acceptance and, if appropriate, to the address of a receiver, liquidator or other judicially appointed person having control or management of the affairs of the Party to be served. The Parties may change any of the notice particulars in the Order Acceptance relating to it by notice given to the other Party in accordance with Condition 16.1. Notice, consent, approval or request so given shall be deemed to have been given (i) if posted, three (3) business days after despatch of the same; or (ii) if by telex or facsimile transmission, on the day and at the time of the transmission provided that the same shall not have been received in a form which is unintelligible owing to errors in transmission; or (iii) if by electronic mail, on the day and at the time on which it is delivered to the other Party's electronic mailbox(es), as evidenced by evidence of delivery sent back through the relevant electronic mail system(s) to the transmitting Party. Provided that in any such case, such notice, consent, approval or request shall have been confirmed by recorded delivery mail within two (2) business days.
- 11.9 Save as provided in Condition 12, no Person who is not a party to the Agreement (including any employee, officer, agent, representative or sub-contractor of either of the Parties) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of the Agreement which expressly or by implication confers a benefit on that Person without SRM's express prior written agreement, approval or consent in writing.
- 11.10 The formation, interpretation and performance of the Agreement shall be governed by English Law and SRM and the Customer shall each submit to the non-exclusive jurisdiction of the English Courts.

Strategic Risk Management is the trading name of Metro SRM LLP, Registered in England and Wales.

No OC360955

Registered Office 79-80 Blackfriars Road, London SE1 8HA