

## **General Terms and Conditions of Business**

These terms and conditions ("the Conditions") alone shall govern and be incorporated in every contract for the provision of services ("the Services") by or on behalf of Eurocom C. I. Ltd ("the Company") with any person ("the Client").

### **1. Ruling Conditions**

All contracts (including those made in the future) for the provision of Services made by or on behalf of the Company are subject to these Conditions, unless they are excluded or varied by express written agreement between the Company and the Client. The Client's terms and conditions shall not apply. By instructing us you signify your acceptance of our Terms & Conditions of Business as set out below.

### **2. Estimates and Prices**

Estimates will remain valid for a period of three months from the date of submission and are based on the estimated time and charges to conduct the assignment and unless specified exclude disbursements, administration charges and tax. Estimates are not to be construed as an undertaking or warranty as to results.

The Company reserves the right to revise charges to take account of any increase in the cost to the Company of providing the Services due to the failure of organisations, institutions or individuals to respond, within 30 days, to our reasonable requests for information or on overseas nationals or were the candidate has been employed outside the United Kingdom. Full details of these charges are listed within your unique SLA.

Terms of payment are strictly net, if not otherwise agreed separately in writing or marked on the front of the invoice.

Thereafter the Company will submit invoices in respect of the actual charges incurred by the Company at monthly intervals which are payable in Sterling and due for payment within 14 days of the date of invoice. Time of payment shall be of the essence of the contract between the Company and the Client.

The Company sets a credit limit against each client and reserves the right to suspend all assignments when payment has not been received by the due date or where such credit limit is reached or exceeded.

If the price of any Services is not paid in full to the Company on the due date then (without prejudice to any of the Company's other rights and remedies in respect of such breach) the Client shall pay interest on all sums due but unpaid at the rate of 3% above National Westminster Bank Plc's base rate from the due date until the late payment is received by the Company.

Questions arising from the submission of an invoice or conduct of a screening will not be entertained by the Company unless raised prior to the due date for payment. Until payment has been made in full in accordance with Conditions above no report, material or information generated by the Company shall be used by the Client in any actions legal or otherwise. Upon payment and not earlier ownership in any report, material or information shall pass to the Client.

### **3. Completion of Services**

The Company shall not be liable to the Client in any way whatsoever for any delay in completing the Services agreed upon by the Company and the Client.

### **4. Force Majeure**

Without prejudice to the generality of Condition 3 above the Company reserves the right to suspend the provision of any Services which have not been carried out by virtue of any cause over which the Company has no control.

### **5. Use of Reports and Files**

Reports shall be submitted by the Company to the Client, however draft reports and working papers, save those provided by the Client, will remain the property of the Company and are not transferable to any third party. (b) No report shall be used by the Client until payment has been made in full in accordance with Condition 2(c) above at which time and not earlier ownership in any report shall pass to the Client.

### **6. Liability**

Subject to Condition 6(b) the Client shall indemnify the Company from any liability, costs and other expenses directly or indirectly incurred or suffered by the Company in connection with claims or proceedings brought against the Company by third parties resulting from their actions in accordance with the Client's instructions.(b) The Company shall be responsible towards the Client in the event of the latter suffering direct loss attributable to a wilful

and/or negligent breach by the Company of any of its obligations under the contract ("the Breach"), PROVIDED always that the Company's liability in respect of any loss (including all manner of costs, fees and expenses) shall not exceed £500,000 and for the avoidance of doubt the Company shall be deemed not to have committed a Breach when acting upon instructions from the Client.

#### **7. Performance of Company's Obligations**

The Company shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under the contract through any company in its group of companies.

#### **8. Company Staff**

Throughout the term of the contract and for twelve months after the termination for whatever reason the Client will not offer employment, solicit, use the services of or employ in any capacity involving work of the type carried out by the Company, any person who is or shall have been a servant or agent of the Company whilst the contract is in force. The Client also agrees not within any such period to give employment to any firm or company which is managed or controlled directly by any such person and which offers a similar service to that provided by the Company.

#### **9. Confidentiality**

(a) Information and reports exchanged between the Client and the Company are private and confidential and are accurate to the best of the knowledge of each at the time of submission. They are submitted without prejudice and are provided for the exclusive use of the Client or the Company and their agents and advisers. The content of any reports will not be divulged by either party to any third party without the prior consent of the other.

(b) The Company and the Client and their advisers and agents shall hold any information of a confidential nature supplied or acquired pursuant to the contract in strict confidence and secrecy and shall not use, disclose, publish or otherwise make available to any third party any such information save as is necessary for the proper performance of the relevant party's obligations under the contract.

#### **10. Termination**

The Company shall be entitled to terminate the contract forthwith by notice in writing to the Client if the Client commits any breach of any of the terms or conditions of the contract or the Client becomes insolvent or suffers a petition to be presented that it be placed in liquidation or is adjudicated bankrupt (or in each case the equivalent in any jurisdiction).

#### **11. Assignment**

The Client may not, without the written consent of the Company, assign, make over, transfer, charge or otherwise dispose of any of its rights or obligations under the contract, or sub-contract or otherwise delegate any of its obligations hereunder.

#### **12. No Representations, Warranties**

The Client acknowledges that, in entering into this contract, it does not do so on the basis of and does not rely on, any representation, warranty or other provisions except as expressly provided herein and all conditions, warranties and other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law and for the avoidance of doubt the Company gives no warranty as to results including without prejudice to the generality of the foregoing, that the Company will achieve any objectives agreed upon with the Client.

#### **13. Governing Law and Jurisdiction**

The contract shall be governed by, construed and given effect to in all respect in accordance with English Law and for the exclusive benefit of the Company all the parties hereby submit to the jurisdiction of the courts of England.