



Consultancy Terms and Conditions & Service Level Agreement

These terms and conditions form part of and are incorporated into our Service Proposal as outlined in individual clients' offers.

BETWEEN

"The Consultant" trading as "Exporttease"

AND

"The Client" as is set out in the Service Proposal

IT IS HEREBY AGREED AS FOLLOWS

1. Interpretation

1.1. Except where the context requires otherwise words importing the masculine shall include the feminine; words importing the singular shall include the plural; words importing natural personage shall be equally applicable to corporate personage and vice versa.

1.2. References to any statutory provision, authority, rule or code of practice shall be deemed

to include the amended versions, replacements or successors of such.

1.3. For the purposes of this agreement the term "Intellectual Property" shall include copyright, patents, design rights, trading names and brands, service marks and badges, trade secrets

or know-how, processes, design schemes and themes and anything else which is capable of being owned, recognised or registered as intellectual property in any part of the world.

1.4. For the purposes of this agreement references to the "Service Proposal" shall be references to a separate written document which shall contain detail of the services to be provided by the Consultant to the Client, the manner in which the Consultant shall provide these services and the basis on which the Consultant shall be remunerated. The Service Proposal shall be attached as a schedule to this agreement and signed or initialled by both parties.

2. Relationship Between the Parties & Term of Agreement

2.1. No term of this agreement or course of dealings between the Parties shall operate to make the Consultant an employee or agent of the Client.

2.2. Neither Party shall assign or transfer any of their rights, liabilities or obligations arising under this agreement without the prior written consent of the other Party

2.3. This agreement shall govern the supply of services (as defined below) to the Client commencing on and continuing until terminated by either party in accordance with the terms of this agreement.



3. The Services Provided

3.1. The Consultant shall provide international trade (import/export) consultancy Services ("Services") to the client as required and as mutually agreed.

3.2. The exact nature and detail of the Services which the Consultant shall provide to the Client shall be as set out in the Service Proposal, or as otherwise agreed in writing between the parties from time to time.

3.3. Any amendment, extension or addition to the Services must be agreed in writing.

3.4. The consultant makes no guarantee that the Services will be provided within a specific time frame or on any agreed dates and shall not be liable for any loss, damage or expense suffered by the Client as a result of any delay in service provision.

4. Payment for Services

4.1. The Consultant shall provide the Services to the Client and the Client shall pay the Consultant the charges for such Services as set out in the Service Proposal.

4.2. Unless specified in the Service Proposal, the sum payable to the Consultant in respect of fees as set out in 4.1 is not inclusive of any disbursements or expenses which he may incur, and the Consultant shall charge these expenses and disbursements to the Client.

4.3. Unless otherwise agreed in writing by the Consultant, the Client shall pay all invoices submitted by the Consultant within 14 days. Where the Client is late in making payment the Consultant shall be entitled to recover from him all reasonable costs and expenses incurred in securing payment.

4.4. Without prejudice to any other right or remedy he may have, if the Client fails to pay the Consultant on the due date:

- (a) the Client shall pay interest on the overdue amount at the rate of 4% per annum above Citibank base rate from time to time. Such interest shall accrue on a daily basis from the due date until payment of the overdue amount, whether before or after judgment. The Client shall pay interest together with the overdue amount; and
- (b) the Consultant may suspend all Services until payment has been made in full.

5. Expenses

Where the Client is based more than 50 miles outside the Consultant's office, the Consultant will charge to the Client all reasonable and necessarily incurred expenses which are incurred by the Consultant in the course of providing the Services, subject to the production of receipts

or other appropriate evidence of payment of such expenses. These shall include, but shall not

be limited to, rail, air, underground and taxi fares or, where the Consultant or his employees

or agents travel by private car, an allowance of per mile.



In case of last minute cancellation by the Client, all such expenses incurred by the Consultant will be payable by the Client.

6. Client's Obligations

6.1. The Client shall provide the Consultant with such information, support, co-operation and facilities as may be necessary in order to provide the service.

6.2. The Client agrees and covenants that he will not recruit or attempt to procure the recruitment of any employee of the Consultant between the signing of this agreement and the expiration of 6 months from the completion of the Services as agreed in the Service Proposal or any extension or addition to these Services which is agreed in writing.

7. Consultant's Obligations & Confidentiality

7.1. The Consultant shall provide all Services to the Client with a reasonable standard of care, skill and attention to detail, and in line with any relevant regulations or industry codes of practice.

7.2. "Confidential Information" means any and all information disclosed (whether directly or indirectly or orally or by any other means and whether marked confidential or not) by the Client to the Consultant either before, on or after the execution of this Agreement which at the time of disclosure is not already part of the public domain and which relates to any business, concept, invention or idea or the execution thereof or to any related manner, including, but not limited to, the following classes of information:

- a) Financial information, accounts or records;
- b) Commercial and marketing information, plans or strategies or market-research data;
- c) Electronic or technical information, data, designs or specifications;
- d) Information concerning internal procedures and processes;
- e) Know-how and industrial or trade secrets, and
- f) Projections or forecasts.

7.3. The Consultant undertakes that at no time, whether during the term of this agreement or thereafter, shall he disclose or permit to be disclosed to a third party any Confidential Information which he receives from the Client save as the Client may expressly authorise in writing or as he is compelled by any court or administrative body of competent jurisdiction.

7.4. Where the Consultant provides Services to the Client through a delegate such as an employee or subcontractor, the Consultant will ensure that the said delegate signs a comparable confidentiality undertaking.

8. Intellectual Property

8.1. Where the Client provides the Consultant with documentation, literary materials or media

in order to enable the Consultant to provide the Services, there shall be no transfer of Intellectual Property vested in such documents to the Consultant, and the aforementioned Intellectual Property shall remain the sole property of the Client.

8.2. All Intellectual Property in the Services provided and delivered to the Client by the Consultant shall remain the sole property of the Consultant and the Client shall not redistribute



or publish this Intellectual Property without the prior written consent of the Consultant.

8.3. Neither the Client nor the Consultant claim or assert any rights to Intellectual Property belonging to any third party which may be used under licence or otherwise lawfully during the course of this agreement.

9. Termination

9.1. This Agreement shall terminate automatically upon the completion or delivery of Services agreed under the Service Proposal or any extension or addition to those Services which is agreed in writing.

9.2. Without prejudice to the above, this agreement may be terminated by either Party upon agreed written notice

9.3. A notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand, pre-paid first-class post, airmail or by reputable international overnight courier (if the notice is to be served by post to an address outside the country from which it is sent).

9.4 Delivery of a notice is deemed to have taken place if delivered by hand, or sent by prepaid first class post, or by reputable international overnight courier to an address outside the country from which it is sent, at the time the notice is left at the address; or sent by email, if properly addressed, one hour after the document or information was sent; or if sent by prepaid first-class post (or other next Business Day delivery service), at 9.00 am on the second Business Day after posting; or if sent by pre-paid airmail to an address outside the country from which it is sent, on the fifth Business Day after posting, unless such deemed receipt would occur outside business hours (meaning 9.00am to 5.30pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), in which case deemed receipt will occur when business next starts in the place of receipt (and all references to time are to local time in the place of receipt). For the purposes of this agreement reference to "Business Day" shall mean a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

9.5. Without prejudice to the above this Agreement may be terminated immediately where any of the following circumstances arise:

a) Either Party commits a material breach or persistent breaches of this agreement including but not limited to the non-performance, neglect or default of any of his duties as outlined herein (including a failure on the part of the Client to make payment within agreed timescales) and after notice of this breach has been given to the defaulting Party it remains unremedied and unrectified 30 days after such notice; or

b) Either party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

9.6. Upon termination of this agreement outstanding payments in respect of service provided



by the Consultant shall become immediately due.

10. Limitation of Liability

10.1. The Consultant's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the amount of fees paid

by the Client in the 12 month period from the commencement date of the Services as specified in the Service Proposal.

10.2 The Consultant shall not be responsible in any circumstances to the Client or any third party for any indirect or consequential or inconsequential or economic damage or loss, howsoever arising.

10.3. Nothing in the forgoing shall restrict or limit the Consultant's liability for death or personal injury.

11. Indemnity

The Client shall indemnify the Consultant against any loss or damage which results from the Client's breach of this agreement or failure to abide by any of its terms.

12. Force Majeure

Neither Party shall be liable for any delay or failure in performing its obligations or duties under this agreement which results from circumstances outside his reasonable control including but not limited to acts of God, industrial action, war, fire, threat of terrorism, civil disturbance or rioting, government or regulatory action, breakdown in plant or machinery or shortage of raw materials or supplies.

13. Warranty of Contractual Capacity

Both Parties and the signatories to this agreement warrant that they are authorised and permitted to enter into this agreement, and have obtained all necessary permissions and approvals.

14. Whole Agreement, Governing Law and Severability

14.1. This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement must be made in writing and signed by both the Consultant and the Client.

14.2. This Agreement shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

14.3. All clauses, sub clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this Agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.

14.4. All terms, conditions and covenants contained in this agreement shall bind the parties and any permitted assignees.

14.5. A person who is not a party to this agreement shall not have any rights under the



Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.