

Cardeas Consulting Limited

STANDARD TERMS OF BUSINESS, JANUARY 2010

1. EXCLUSIVITY

The Consultancy will not enter agreements with conflicting interests, but may do so with competing interests with the express consent of the parties concerned. The Consultancy will manage contracts with all other Clients to ensure each are appropriately served.

2. BASIS OF CO-OPERATION

The Consultancy will co-operate fully with the Client and take the initiative in offering advice and professional communications services. The Client agrees to assist the Consultancy in the performance of these duties by making available to the Consultancy all relevant information and executive time as required.

3. COPYRIGHT

The copyright in all work produced by or assigned to the Consultancy shall, unless otherwise agreed in writing, belong to the Consultancy. Notwithstanding any assignment of rights, the Consultancy may use any of the created work for the purposes of internal training or, with the Client's prior consent (which shall not be unreasonably withheld or delayed), in the promotion of the Consultancy.

4. CONFIDENTIALITY

The Consultancy acknowledges its duty not to disclose without Client permission during or after the term of appointment, any confidential information supplied to it by the Client, other than information that is public knowledge at the time it is supplied by the Client. The Client in turn acknowledges the Consultancy's right to use any general intelligence regarding the Client's products or services gained during its appointment. Nothing in the Agreement shall prevent the Consultancy from using the name of the Client in any list of clients used by the Consultancy for its own promotional purposes unless the Client has notified the Consultancy in writing that it is unwilling for its name to be so used.

5. LIABILITY

The Consultancy shall not be liable to the Client or be deemed to be in breach of the agreement by reason of any delay in performing or any failure to perform, any of the obligations, if the delay or failure was due to reasons beyond the Consultancy's reasonable control.

6. DISBURSEMENT AND EXPENSES

Service fees shall be exclusive of the following disbursements and expense items (which is not an exhaustive list) relating to the Services:

- a. Accommodation and subsistence
- b. Travel, including taxis, rail fares, mileage and car parking charges
- c. Couriers
- d. Design, artwork and print
- e. Exhibition and display materials
- f. Film production
- g. Photocopying and stationery
- h. Photography and prints
- i. Postage and packaging, telephone and telecommunications

All materials and services purchased from third party suppliers on behalf of a client will be charged at cost & 20% management administrative fee.

7. PAYMENT TERMS

As a rule of thumb, a 'working day' equates to 8 hours work, that time is spread across the working week depending on requirements. Fees have been calculated on the basis of information supplied by the Client. If the information supplied is incomplete or misleading or the Client's plans are subsequently amended, leading to an

increase in the work required from the Consultancy, the Consultancy reserves the right to increase the fees accordingly, subject to the Client's approval (which is not to be unreasonably withheld or delayed).

The Consultancy's fees and expenses, plus VAT as appropriate, will be charged monthly in arrears, in the last week of the month. All invoices rendered by the Consultancy will be due and payable within 15 days of the invoice date.

8. TAX

The Consultancy has the status of a Limited Company in the UK and shall be responsible for its own tax liabilities and National Insurance.

9. RIGHT TO CANCEL AGREEMENT ON NON-PERFORMANCE

Any request by the Client to amend or halt any plans or to cancel work in progress, shall be implemented by the Consultancy as far as this is possible within the terms of its contractual obligations to suppliers. Either party has the right to cancel the Agreement upon prior written notice of 20 clear working days, sent by recorded delivery to the principle place of business, provided that the non-performance of the other party can be clearly documented and provided that the defaulting party has been given 20 days prior written notice to make good the non-performance.

In the event of termination of this Agreement, for whatever reason, the Client will be responsible for all fees due to the Consultancy including costs, expenses and disbursements incurred by the Consultancy on behalf of the Client up to the effective date of termination as well as any charges raised by third parties arising from the cancellation or amendment.

10. WAIVER

The failure by either the Client or Consultancy to enforce at any time, or for any period, any one or more of the terms or conditions of the contract between them shall not amount to or be construed as a waiver nor does it prevent the right of the parties at any time thereafter to enforce all terms and conditions of that contract.

11. LAW

This agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

12. FORCE MAJEURE

Neither party shall be liable for any delay in performing or failure to perform its obligations under the Agreement to the extent that and for so long as the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control (an 'event of force majeure') provided that the event of force majeure is not due to the fault or negligence of that party. Each party shall use its reasonable endeavours to minimise the effects of any event of force majeure.

Immediately upon becoming aware of any event of force majeure, the affected party shall notify the other party of the manner and extent to which its obligations are likely to be prevented or delayed, and the dates of performance of any obligations affected shall be postponed for so long as is made necessary by the event of force majeure.

If any event of force majeure continues for a period longer than two months, either party may terminate the Agreement with immediate effect on giving written notice to the other party and neither shall be liable to the other for such termination. In case of termination, any sums due to either of the parties shall be paid immediately.

The Client's verbal or written confirmation that it would like the Consultancy to proceed with this contract means the Client agrees to be bound by these terms and conditions which shall take precedence over any other terms and conditions.