

MBL SOLUTIONS LTD TERMS AND CONDITIONS OF BUSINESS FOR THE PROVISION OF CONSULTANCY AND SERVICES

1) Terms:

- a. "the Company" means MBL Solutions Ltd and "the client" means the person, firm or business placing the "order" for "services" from the Company
- b. "the order" means the signed order form or contract between the Company and the Client
- c. "the services" means any work commenced or undertaken by the Company for the Client including but not limited to consultancy, website design and development, telemarketing and telesales, design for print
- d. "fees" means any charge for services provided by the Company to the Client agreed in the order

2) Fees:

- a. Fees are always quoted excluding VAT
- b. Fees include all usual time and materials associated with the provision of the services but do not include:
 - i. Payments to 3rd party suppliers such as photographers and printers unless specifically stated
 - ii. Travel and accommodation and subsistence
 - iii. Entertainment
 - iv. Postage
 - v. Prints
 - vi. Special events or meetings
 - vii. Newspapers and subscriptions
 - viii. Telecommunications
 - ix. Photocopying and stationery

3) Invoicing and payment terms

- a. Fees will be invoiced in full at the commencement of any project or a. commencement of the provision of services.
- b. For web development projects and telemarketing projects our standard payment terms are:
 - i. 50% of the project fee will be paid prior to the commencement of the project. 50% of the fee will be payable at the completion of the project. For avoidance of doubt a web development project is completed when it goes live for public viewing and a telemarketing project is completed upon delivery of the final report.
- c. Third party costs, including but not limited to data list purchase, print and postage, will be paid for in advance of the delivery of that service by the third party, unless agreed by a Director of MBL Solutions Ltd.
- d. All other invoice payment terms are 30 days from date of invoice

4) Payment methods and terms

- a. Payment can be made by
 - i. Banker's Standing order to reach the Consultancy no later than 30 days after the invoice date
 - ii. Cheque/ BACS to reach the Consultancy no later than 30 days after the invoice date

5) Exclusivity

- a. Company Non-exclusivity: The Company's consultants are able to represent any other client. The agreed Client team is determined according to the team suggested in the attached plan or proposal. Any future changes to the team will be notified to the Client in writing with accompanying relevant biographical details of new or additional members of the team.

6) Confidentiality

- a. All information passed between the Client and the Company and vice versa will remain confidential for the duration of the contract. Additional NDA can be signed for further term of protection.

7) Data Management

- a. The Company has a policy that it will not store sensitive data. If the Client requests the Company do store sensitive data on the Client's behalf this data is the responsibility of the Client.
- b. The Company will not be liable for any damages, losses or claims relating to Client data.

8) Project stages and sign off

- a. Websites: the stages and order of delivery of website projects will be the following:
 - i. The Company will provide a Site Specification Document for approval by the Client upon which
 - ii. The Company will provide Site designs for sign off by the Client.
 - iii. The Client will be responsible for providing site content and photography before Site coding will commence.

9) Approvals and modifications

- a. After obtaining general approval of campaign or project plans, the Consultancy will submit to the Client for specific approval as required:
 - i. Draft designs and schemas
 - ii. Copy, layouts, artwork and scripts
 - iii. Cost estimates of the various items in the programme
- b. Written or oral approval by the Client of drafts or proofs will be taken by the Company as authorisation to proceed to publication, and such approval will be taken as authorisation to enter into contracts with suppliers on the basis of estimates submitted
- c. Fees will include 2 amendments at the Client's request and after this point additional changes requested by the Client will be chargeable at the Company's printed service rates

10) Copyright

- a. The Copyright in all artwork, copy and other work produced by or assigned to the Company rests with the Company, unless duly assigned under the Copyright Design and Patents Act 1988. Copyright transfers from the Company to the Client upon payment of the relevant invoice(s).

11) Liabilities

- a. The Client agrees that it shall defend, indemnify, save and hold the Company harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against the Company, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed by the Client.

12) Employment Poaching

- a. It is agreed that neither the Company nor Client will offer employment to employees of the aforesaid Company or Client during the period of the contract or within 12 months of its cessation. If either party wishes to break this contract then the party in breach is liable to pay suitable compensation to the other, equivalent to the new gross annual remuneration package of the poached employee.