

Standard Commercial Terms

Engagement of systox Limited (hereafter referred to as the "Company") by the entity, (hereafter referred to as the "Client") named in the engagement letter, proposal, scope of services or other written document (including email) executed by Company and Client to which these Standard Terms are attached and incorporated by reference (collectively, the "Statement of Work" or "SoW"), is subject to the following terms and conditions, under which the Company agrees to perform the work and services ("Services") described in such Statement of Work. To the extent Client has engaged Company on behalf of an ultimate client named in the SoW who is to be responsible for payment obligations, Client represents that such ultimate client understands that they are subject to the contractual obligations in these Standard Terms, including all payment terms, as though they were the Client in these Terms. The Agreement between the parties, which shall consist solely of such SoW and these Standard Terms, represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by a writing executed by both parties. These Standard Terms shall control over any inconsistent terms contained in such SoW, except to the extent such SoW explicitly states to the contrary by reference to these Standard Terms. Any terms and conditions contained in any other document provided by Client (including but limited to any requests for proposals or quotations, proposals, purchase orders or acknowledgements) which are in addition to or inconsistent with this Agreement, unless expressly accepted in writing by a duly authorised officer of Company, are rejected and null and void.

1. Warranties and Standard of Performance

a) Company agrees to exercise reasonable care and to perform the Services in a competent and professional manner. If any failure to meet this standard is validly and reasonably claimed in writing by the Client within 30 days after delivery of any work product arising from the Services, Company will re-perform the identified Services.

a) Client recognises that Company's Services and work product deriving there from, including opinions, are based upon professional judgement and as such may be limited by the information provided by the Client or another third party. Company can make no guarantees regarding the accuracy / validity of such information. Additional or revised information provided to the Company after substantial completion of the Services may cause a change in the work product and additional costs, for which the Client shall be liable.

b) Company's review or preparation of reports, specifications, drawings, information or documents shall not relieve or lessen Client's responsibility to review such materials for quality, accuracy or completeness, before using or relying upon them.

2. Independent Contractor and Third Parties

a) In the performance of the Services, Company will act as an independent contractor. Nothing herein shall at any time be so construed as to create a relationship of partnership, principal and agent, or joint venture as between Company and Client.

b) The Services are performed solely for Client, or an authorised agent or designee(s) of the Client. No provision of this Agreement shall in any way inure to the benefit of any third person (including the public at large) so as to make any such person a third party beneficiary of this Agreement or any portion of it, or otherwise give rise to any cause of action by any person not a party hereto.

c) Unless the Services are in the nature of expert witness services, or unless otherwise stated in the SoW or expressly agreed to by an authorised agent of the Company, no party other than Client or Client's designee(s) may rely upon, make use of, or be provided with the contents or copies of any data, letters, recommendations, conclusions, reports or other Company work products arising from or connected with the Services.

3. Licenses, Know-How and Confidentiality

a) The performance of the Services shall not be interpreted or inferred to give, and Company does not transfer to Client, any rights, ownership or license to any Company software, proprietary know-how, special techniques, reference

materials, engineering or technical tools or copyrighted materials used by it to perform the Services. Company shall own and have all rights to any patents or other intellectual property developed by any employee or agent of Company during the performance of Services. The disclosure of any information by Company to Client shall not confer any rights under any patents or patent applications presently held or subsequently obtained by Company.

b) Any information or ideas transmitted by Client to Company that are publicly available are not to be regarded as secret or submitted in confidence. Client confidential or privileged information, legal theories, opinions, Solicitor-Client and Company work product developed during the course of and in connection with Company's provision of Services will remain confidential and shall not be disclosed to any person or entity to whom disclosure has not been authorised by Client (or if Client is represented by legal Counsel in the matter underlying the SoW, by Client or such legal counsel), unless company is compelled to disclose such confidential information by legal proceedings appropriate and necessary, all documents and other materials prepared by company will be clearly marked as "Privileged and confidential."

c) Company reserves the right to use its technical work in a generic way including promotional material, describing Company's capability and experience. Company will not, however, divulge project strategic or business confidential information of the Client, and will not list Client's name, or the name of the client's customer or client, or divulge the specific location name relating to the service unless otherwise authorised by the Client.

d) It is Company's policy to retain copies of its research material for each engagement. To comply with applicable copyright laws, the Client shall be liable for any applicable copyright fees for materials required for the execution of the service by the Company on behalf of the Client, and the client agrees to pay such charges. Client represents to Company that any copyrighted materials provided to Company are provided in compliance with applicable copyright laws.

e) Unless agreed otherwise, in writing, case-specific documents, provided by the Client shall not be retained by Company after the project completion. Costs relating to return of documents to Client, or retaining them beyond the project completion, will be charged to the Client.

4. Obligations of the Client.

a) Client will examine Company's studies, reports, specifications, proposals and other project related documents and render decisions required by the Company in a timely manner.

b) Client will give prompt notice to Company whenever Client observes or becomes aware of any development that affects the scope or timing of the SoW, or any claimed defect in the Services.

c) Client will provide Company technical data its possession, including, but not limited to, previous reports, and all other information relating to the SoW.

5. Delays and Liability

a) Company shall not be liable for any delay in performance due to causes beyond its reasonable control, including but not limited to transportation delays (including travel and shipping), fires, strikes, priorities, unusual weather or other such factors beyond the control of Company.

b) Except to the extent prohibited by applicable law, in no event, and whether a claim based upon contract, tort (including strict negligence), strict liability, or otherwise, shall Company be liable to Client, its client, or customers, or its employees, directors, officers and shareholders, special incidental, exemplary, punitive or consequential damages including without limitation, lost profits, loss of goodwill or reputation, cost of substitute services, fines or sanctions imposed by court or other tribunal, or losses suffered by any third party to a judicial

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proceeding with respect to which the Services may have been rendered) even if the Company is advised of the possibility of such damages.

c) Company's liability on any claim of any kind (excluding bodily injury), whether based in contract, warranty or tort (including negligence or otherwise), for any loss or damage arising out of, connected with or resulting from this agreement, or from Company's performance of the service, shall in no case exceed the total cost paid by Client for that part of the Service from which the liability arises, or in the case of an ongoing Service, the annual cost paid by Client for that part of the Service from which the liability arises.

d) Company's liability for any claim or matter whatsoever arising or connected with this Agreement shall terminate one (1) year after this Agreement

e) Company is not responsible for claims or damages caused by Client or any of Client's customers or clients or any of its contractors, and Client will indemnify, hold harmless and be liable for such costs associated with defending Company in such cases.

f) The provisions of this Section 5 allocate risks under this Agreement between Company and Client, Company pricing reflects this allocation of risks and allocation of liability.

6. Choice of law and Severability.

Administered, and interpreted in accordance administered, and interpreted accordance with the applicable laws of England and Wales. In any action brought by Company or Client to enforce or otherwise arising out of this Agreement, Client hereby agrees that it is subject to the jurisdiction of England and Wales. The unenforceability of any provision of the Agreement in a specific situation shall not affect the enforceability of that provision in another situation or the remaining provisions of the Agreement.

7. Conflicts of Interest

a) Company expressly reserves the right to perform work or services on behalf of any party, at the sole discretion of

Company. However, Company generally seeks to avoid engagement for the performance of work or services on matters where Client's interests are adverse to Company's current clients in any particular dispute or litigation proceeding. Company does not consider the following circumstances as constituting conflicts of interest: (i) the performance by Company of work or services concerning a particular topic or issue for multiple clients; or (ii) the performance by Company of work or services for multiple clients who are or may become engaged or involved in, or subject to, disputes or litigation proceedings in which their interests are adverse to each other, provided that the work or services being performed by Company will not be performed for both such parties engaged or subject to the same dispute.

8. Termination

Either party may terminate this Agreement by giving the other party seven (7) days written notice. Termination of this Agreement or the Services for any reason shall not affect or minimize the respective rights, obligations, and limitations of liability contained herein. If terminated by Client for cause, Client agrees to provide company a reasonable cure period to correct any deficiencies, identified in writing, to avoid such termination. If termination by Client for convenience, Company shall be entitled to full payment for all Services rendered up to the termination date, including costs incurred as a result of the termination.

This Agreement will automatically terminate (without the need for any written notice) (18) period during which no work or Services have been rendered or performed by Company on behalf of Client, unless otherwise specifically agreed to in writing by the parties.

Provisions of this Agreement which by their nature would survive any termination of this Agreement will not terminate upon any termination or expiration of this Agreement.

Effective Aug 1st, 2011*

Technical Staff Hourly Rate: Principal £200

General and Administrative Charge of 12 percent is added to Other Direct Costs including Subcontractors and Travel. Invoices will be submitted monthly for work in progress unless otherwise agreed between Company and Client.

* Subject to change in future years, with notice

Payment Terms and Obligations

- a) Net 30 days for all portions of invoices not subject to a bona fide dispute. Client shall advise Company in writing of any claimed bona fide dispute (describing in reasonable detail the reason(s) for disputing the invoice) within 15 days of receipt; otherwise Client shall be deemed to have accepted the invoice as correct. Past due invoices are subject to a monthly interest charge of 1.5% on any outstanding balance.
- b) Client agrees that it shall be liable for all costs of collection (including reasonable Solicitors fees) which Company may incur due to or arising out of failure or refusal of Client to pay amounts promptly when due. In addition, failure of Client to make timely or complete payments shall, at Company's sole discretion, be grounds to suspend or terminate performance. Unless otherwise stated to the contrary in the SoW, payment of Company's invoices is (as between Client and Company) is solely the obligation of the Client and not of any third party (including Client's customer or client). Payment of Company's invoices is not dependent upon the findings or conclusions that the Company renders in connection with the Services, or upon the outcome of any legal action, mediation or arbitration with respect to which the Services may have been rendered, or upon any contractual arrangement between Client and any third party. Client further agrees that any other fees and charges or expenses not included in any SoW, which Company may incur as a result of Company being required (by court order or other judicial or governmental process) to take certain actions, are the responsibility of Client and shall be promptly reimbursed by Client upon receipt of an invoice for such fees, charges or expenses.