

Standard Terms and Conditions

TopSource SERVICES AGREEMENT

V11.5 January 2017

This Agreement is the TopSource Global Solutions Ltd. (TSL) (or any Group company) standard terms and conditions under which we operate and deliver services. Communications relating to this Agreement can be made in writing to your normal TSL trading office or to our registered offices at Dukesbridge House, 23 Duke Street, Reading, RG1 4SA. Updated versions of this document are available on our website: www.topsource.co.uk

Whereby you (Client) have engaged with TopSource to provide specified services and agreed (in any form) for such services to be delivered and, thereafter, paid for said services, this Agreement shall be binding for such services.

This Agreement is available on request.

This Agreement may, from time to time, be amended to reflect changes in law or TSL service policies. In such cases where this Agreement has been amended, the amendments shall only apply after the date of release of these amendments (so noted in version and date details).

This Agreement is entered into as of the start of services being delivered to you. A Statement of Work or Proposal of Services (Draft or Final) may be available. If none is available, the details in the invoice shall prevail as the specified services.

Whereas, Client has appointed TSL provide certain payroll, accounting or other services to Client and TSL has agreed to provide such services on the terms of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. Definitions

- 1.1 In this Agreement (which expression includes the Recitals and the Schedules to this Agreement) the following words and phrases shall, have the following meanings unless the context otherwise requires:

"Confidential Information" means all confidential information of a party disclosed to the other party, including but not limited to proprietary software, technical information, know-how, trade secrets, processes, operations, financial information, and pricing information. Confidential Information shall not include information which (i) was known to the party receiving the information (the "Recipient") prior to the time of disclosure by the other party (the "Disclosing Party"); (ii) was part of the public domain or becomes part of the public domain through no breach of this Agreement by the Recipient; or (iii) was lawfully received by the Recipient from a third party without any obligations of confidentiality.

“Deliverables” means the service output, or other items specifically required to be delivered by TSL to Client pursuant to the Statement of Work or Proposal which may be available. Absence of such requires only that TSL has, in good faith, delivered services in which TSL normally engages.

“Intellectual Property” means property in which intellectual property rights of whatever nature subsist (including but not limited to patents, trade marks, service marks, design rights, database rights, know-how rights, goodwill, reputation, get-up, logos, devices, plans, models, data, diagrams, specifications, source and object code, materials, data and processes, design rights, trade or business name rights, rights in confidential information, present contingent and future copyright, rights to sue for passing-off, plus applications or rights to apply for any of the foregoing).

“Invoice” means the standard invoicing to Client for services offered which shall specify such services, the cost, payment terms and other details necessary for Client to pay for services.

“Payment” means Client transmitting funds to TSL in respect to Services for an invoice has been raised.

“Proposal” means a document describing Services to be performed by TSL for Client. Proposal may or may not include specified charges. Proposals specified as “Draft” shall be deemed valid in the absence of other documentation outlining the Services.

“Services” means the services to be provided by TSL to Client pursuant to the Statement of Work, Proposal or other communication stipulating services.

“Service Charges” means the charges levied by TSL for the Services in accordance with the tariffs, scales, charges, invoicing methods and terms of payment as set out Section 3.

“Statement of Work” (SOW) means a document describing the Services to be performed by TSL for Client.

- 1.2 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and informal arrangement or agreement elsewhere provided (in any such Proposal, Statement of Work, email, letter or elsewhere) this Agreement shall take precedence.
- 1.3 In the case of a signed designated set of Terms and Conditions that vary from this Agreement in any way, the signed and designated Terms and Conditions shall apply.

2. Services

- 2.1 TSL shall provide Services to Client, with effect from the start of the project for the duration of this Agreement in accordance with the provisions of this Agreement.

- 2.2 Client acknowledges that in order for TSL to perform its obligations in a timely and efficient way meeting, Client must also perform certain obligations which may be communicated from time to time and mutually agreed between TSL and Client. In the event that Client fails to perform any of its obligations in accordance with the requirements provided and mutually agreed, TSL shall not be responsible for any failure to complete its obligations.

3. Client's Obligations

- 3.1 In addition to tasks expressly agreed, Client undertakes throughout the term of this Agreement to:
- 3.1.1 provide TSL with all assistance, materials, adequate and accurate information necessary for the performance of the Services by TSL under this Agreement, including but not limited to, access to the required Client's data, hardware, software, telecommunications network and services, technical documentation and personnel;
 - 3.1.2 ensure that all personnel assigned by it to provide assistance to TSL shall have the requisite skill, qualification and experience to perform the tasks assigned to them;
 - 3.1.3 grant to TSL such access to and such facilities at the premises occupied by Client as mutually agreed are necessary to perform the agreed services as;
 - 3.1.4 provide information and documents in a timely basis as per the schedule to be agreed.
 - 3.1.5 pay TSL for all work performed within the normal payment terms specified on the invoice.

4. Compensation

- 4.1 In consideration of the provision of the Services by TSL, Client shall pay to TSL the Service Charges without any set-off, counterclaim or other deduction whatsoever.
- 4.2 TSL shall submit invoices to Client based on the terms set out in Schedule monthly (or as alternatively agreed). All invoices are due within fifteen calendar days of the date of the invoice from TSL.
- 4.3 All Service Charges and payments to be made by Client under this Agreement are stated exclusive of VAT, which shall additionally be paid by Client where relevant at the rate and from time to time in the manner prescribed by law.
- 4.4 Any changes to the Service Charges, excluding such adjustments as outlined

in 4.4.7 or for new and/or additional services, shall only be made with sixty (60) days written notice to Client.

- 4.5 Payment of any invoice shall be deemed acceptance of Services and these Standard Terms and Conditions.
- 4.6 In addition to and not in lieu of TSL's rights under Section 10.2, in the event of any invoices more than 60 days past due, TSL, in its sole discretion may (i) charge a late payment charge equal to the lower of 1.5% per month or the highest rate permitted by law until such time as all outstanding invoices have been paid; and/or (ii) stop providing Services pursuant to this Agreement and any Statement of Work, Proposal or other provision of service details until such time as the past invoices have been paid. In the event that TSL stops providing Services pursuant to this provision, in no event will TSL be penalised for delays caused by such cessation of Services and all schedules for completion of projects will be automatically adjusted to extend any deadlines by the number of days in which TSL stopped providing services because of Client's failure to pay past due invoices.
- 4.7 TSL reserves the right, by giving written notice to Client at any time before performance of the relevant Services to increase the price of such Services to reflect any increase in the cost to TSL which is due to any act or omission of Client, including but not limited to, any change in the date for the performance of Services or any delay caused by any instructions of Client or failure by Client to give TSL adequate and/or accurate information or instructions.

5. Ownership

- 5.1 All Intellectual Property rights in the materials, information, assets or systems supplied to TSL by Client shall remain vested in Client or its third party licensors. Client shall grant or shall procure the grant of a license to the TSL to utilise such materials, information, assets or systems to the extent required for the provision of Services.
- 5.2 All Intellectual Property rights in materials, information, assets, processes or systems supplied by Client to TSL shall remain vested in TSL. No such materials may be used without the express consent of TSL, which is hereby granted for the duration of the contract period only. TSL reserves the right to, at all times, enforce such rights and Client agrees to cease use of such materials immediately upon receiving written notice from TSL.

6. Confidentiality

- 6.1 Both parties acknowledge that, in the course of TSL performing Services for Client under this Agreement, each may receive Confidential Information of the other party. Any and all Confidential Information in any form obtained by a Recipient shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the Services provided under this Agreement. The Recipient

further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement.

- 6.2 Each party to this Agreement shall promptly notify the other party if it becomes aware of any breach of confidence by any person to whom it divulges all or any part of the Confidential Information and shall give the other party all reasonable assistance in connection with any proceedings which the other party may institute against such person for breach of confidence.

7. Warranties

- 7.1 TSL warrants that it will use reasonable skill and care in the Services. Except for this express warranty, TSL makes no other warranties or representations with regard to the Services provided under this Agreement, and expressly disclaims all other warranties or conditions, whether express or implied, statutory or otherwise to the fullest extent permitted by law.
- 7.2 The Services include, where required by Client, the transmission of payment instructions by BACS, and do not include the processing of those instructions by BACS. Accordingly, TSL does not accept responsibility for the execution of such instructions by BACS or the performance of any other third party in connection with but outside the scope of the Services. TSL shall not be responsible for the consequences if BACS or other third parties are unable to receive, transmit or execute data, howsoever arising.

8. Client Warranty and Indemnification

- 8.1 Client warrants and represents to TSL that TSL has the right to perform all Services requested by Client with respect to software or other materials provided by Client under this Agreement, including but not limited to modification of such software or other materials.
- 8.2 Client agrees to defend, hold harmless and indemnify TSL from and against any and all costs, losses, damages, claims or liabilities of any nature, (including but not limited to reasonable legal representative fees) arising out of or related to (i) TSL use of any part or portion of any software or other materials provided by Client to TSL; or (ii) any breach by Client of any third party software license agreement for any third party software included in a Deliverable. TSL must promptly notify Client of all claims pursuant to this Section and Client shall have the sole right to control the defence or settlement of any such claim.

9. Limitation of Liability

- 9.1 Neither party excludes or limits its liability to the other party for death or personal injury arising from its negligence or that of its employees, agents or subcontractors. Neither party excludes or limits liability for any loss or damage to the extent to which it arises from its fraud or that of its employees, agents or subcontractors.

- 9.2 TSL shall not be liable to client or to any other party for any loss of data or use, loss of profits, loss of business, loss of business opportunities, loss of savings, loss of anticipated savings, punitive damages, loss of goodwill or injury to reputation, whether direct or indirect, or for any indirect, incidental, consequential or special losses or damages pursuant to this agreement regardless of the form of action, whether in contract, strict liability or tort (including negligence), and regardless of whether TSL was advised of the possibility of such losses or damages.

10. Term and Termination

- 10.1 This Agreement shall remain in effect for the duration of services, and shall automatically continue in effect unless either party terminates this Agreement upon one hundred eighty (180) days written notice thereafter to the other. Any termination of this Agreement, other than pursuant to Section 10.2, shall not terminate any deliverables or Services in progress and the provisions of this Agreement will continue to apply to such Services. As such, during any such notice period not pursuant to Section 10.2, and subject to Client meeting the requirements of any such Services, TSL agrees to deliver the same level of service as required by the client prior to such notice being served.
- 10.2 If either party materially breaches any provision of this Agreement at any time, the other party will have a right to terminate this Agreement and any outstanding deliverables and Services, provided that such party notifies the other party of such material breach, gives the breaching party thirty (30) days to cure such material breach, and such material breach is not cured within such thirty (30) day period. In the event of termination of this Agreement pursuant to this Section, Client shall pay to TSL those fees for Services that have been completed by TSL in addition to whatever other rights or remedies TSL may have at law or in equity.
- 10.3 Upon termination of this Agreement, all Confidential Information received by the Recipient from the Disclosing Party shall be returned to the Disclosing Party.
- 10.4 Termination of this Agreement will not affect the accrued rights or remedies of either party.

11. Non-solicitation

- 11.1 Client understands that TSL invests considerable time and expense in the recruitment of its personnel for its services. Accordingly, Client agrees not to solicit, hire, contract with or engage the employment or services, either directly or indirectly, of any employee or consultant or former employee or consultant of TSL who performed Services under this Agreement during the period of this Agreement and for two (2) years after the termination of this Agreement. Any such solicitation will be deemed a material breach of this Agreement with TSL reserving its rights under this Agreement to pursue a settlement of damages against Client which may include, without limitation,

(where applicable) lost revenue, training fees, relocation and other such costs deemed reasonable to TSL.

12. Force Majeure

12.1 TSL shall not be responsible for the failure to perform or any delay in performance of any obligation hereunder [(including but not limited to failure by any agent or subcontractor of TSL to perform its obligations to Client)] due to acts of God, labour disturbances, accidents, fires, floods, strikes, wars, riots, terrorism, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such party shall be extended by the period of such delay.

13. Data Protection

13.1 Client, as Data Controller, will comply with the Data Protection Act 1998 (“the Act”).

13.2 TSL, acting as Data Processor (as defined in the Act), will comply with the seventh principle of the Act. Consistent with the requirements of the Act, TSL shall:

13.2.1 act only on instructions from Client in respect of any Personal Data (as defined in the Act) processed by TSL;

13.2.2 have technical and organisational measures in place against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data held or processed by it, appropriate to harm that might result from such unauthorised or unlawful processing or loss, destruction or damage to Personal Data and the nature of the Personal Data;

13.2.3 take all reasonable steps to ensure the reliability of any of its employees who have access to Personal Data processed in connection with this Agreement;

13.2.4 not transmit the Personal Data provided by Client to a country outside of the European Economic Area without the express written consent of Client;
and

13.2.5 allow Client from time to time to audit, in accordance with the Act, the technical and organisation measures that TSL has in place to ensure it complies fully with the Act.

14. Change Control

- 14.1 At any time during this Agreement Client may request a change (referred to below as a “Change”) to the Services provided pursuant to this Agreement using the following procedures:
 - 14.1.1 Client shall request the Change in writing and TSL will notify Client of any time required to investigate the effect upon this Agreement of implementing the Change. TSL may charge Client a reasonable fee for investigating the effect of implementing the Change;
 - 14.1.2 TSL shall then reply in writing to Client stating whether the Change is possible and, if it is, the increase (if any) which will be required to the Service Charges and the changes (if any) which will be required to the Agreement;
 - 14.1.3 The Change shall not take effect unless and until Client elects in writing to proceed with the Change, in which case Service Charges shall be amended as set out in TSL’s response or as is otherwise agreed in writing between the parties. Any revised Service Charges shall take effect from the date of the implementation of the Change.
- 14.2 Client acknowledges and agrees that TSL may make changes to the Services provided under this Agreement (including, but not limited to, changes necessary to improve such Services and/or to reflect legislative changes). However, TSL shall not, make changes to the Services provided under this Agreement which unreasonably detract from the functionality of such Services.

15. Miscellaneous

- 15.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.
- 15.2 This Agreement shall be binding upon and inure to the benefit of each of the parties and each of its respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, either party may assign this Agreement without the consent of the other party in connection with the sale of all or substantially all of the assets of such party in a merger or other similar transaction.
- 15.3 This Agreement shall be governed by and construed in accordance with the laws of the England without regard to its conflicts of laws provisions, and both parties submit to the exclusive jurisdiction of the English courts.
- 15.4 All notices required or permitted to be given under this Agreement, shall be in writing and shall be deemed to have been duly given if delivered personally

or sent by pre-paid telex, fax or telegram, or mailed first-class, postage pre-paid, by registered or certified mail (notices sent by telex or fax, or telegram, shall be deemed to have been given on the date sent; those mailed shall be deemed to have been given five (5) days after mailing) to the addresses set forth below or to such other address as any party shall designate by notice in writing.

If TSL:

W Hastings
TopSource
Office 807
LABS House
15-19 Bloomsbury Way
London
WC1A 2TH
United Kingdom

If to Client:

To the Client's registered offices as may be available from Companies House

- 15.5 The provisions of Sections 4, 5, 6, 8, 9, 10, and 11 will survive any termination or expiration of this Agreement for any reason.
- 15.6 Nothing in this Agreement shall create any association, partnership or joint venture between the parties hereto, it being understood and agreed that the parties are independent contractors and neither party shall have the power or authority to obligate the other in any way. Neither TSL, nor its employees, consultants or agents shall be deemed employees of Client.
- 15.7 The failure to enforce any provision of this Agreement shall not be construed as a waiver of any breach or default or a waiver of the provision itself.
- 15.8 This Agreement and any Statements of Work or other agreements specifying services executed by the parties contains the entire agreement between the parties with respect to the subject matter hereof. Any modification, if agreed by both parties and in a format acceptable to both parties (e.g. email, letter, proposal, Statement of Work, etc.) shall be considered binding on both parties. This Agreement supersedes all prior understandings, negotiations and agreements relating to the subject matter hereof.