

6th August 2005

Standard Terms and Conditions of services offered by Revelation Consultants Ltd.

The following terms of business apply to engagements accepted by Revelation Consultants Ltd. All work carried out is subject to these terms except to the extent that changes are expressly agreed in writing. Nothing in any proposal or correspondence is intended to create a legal partnership between us and you as defined by the Partnership Act 1890 or otherwise.

1. *Revelation Consultants Ltd.*

- 1.1. We are a UK firm, Revelation Consultants Ltd., (hereafter known as "the Company") a limited company incorporated under English Law with registered number 4349458. Our registered office and principal place of business is at 28 Briar Dene, Maidenhead, Berkshire SL6 6SF. References in these terms of business to "we", "us", "our" or "our partners" shall be construed accordingly.
- 1.2. References in these terms of business to "you" or "your" shall refer to each and every party to this engagement letter (other than us).
- 1.3. "Client" means the company, corporation, agency, partnership, or organisation to whom the Proposal or Quote is submitted.
- 1.4. "Contract" means any contract entered into between the Client and the Company; "Proposal" means the proposal relating to the work(s) and services to be carried out by the Company on behalf of the Client as set out in writing and either attached to these Terms or as agreed verbally, in writing or by email, between the parties.
- 1.5. "Quote" means the estimated fees of the Company involved in implementation of the Proposal issued by the Company and either attached to the Proposal or as otherwise issued in accordance with these Terms whether before or after the formation of the Contract or as otherwise agreed between the parties.
- 1.6. "Primary Research Records" means all records, materials and information obtained by verbal interviewing, postal, faxed, emailed and self-completion questionnaires, electronic equipment, observation and any other method where the identity of the provider of the information may be recorded or otherwise traced.
- 1.7. "Secondary Research Records" means all data, tables, records and information collating and including the results of the Primary Research Records from which the provider of the information is not traceable.
- 1.8. "Report" means any and all reports (written, tabular, graphical or electronic) to be prepared by the Company when implementing the Proposal to be issued to the Client, which contains the analysis and conclusions drawn from the Primary and Secondary Research Records.
- 1.9. "Model" means qualitative or quantitative models to simulated scenarios – current or future. The quantitative models can be in Microsoft Excel, Access or combination of various tools (mathematical, proprietary algorithms, software.) Qualitative models can be processes, approaches, or structures to solve or frame a given problem.

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"Delivering rapid, sustainable and significant improvements to organisational performance"

2. *Revelation Consultants Ltd.*

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3. *Structure of Proposal*

- 3.1. The Proposal and Quote are submitted to the Client for the Client’s approval. These could be a letter proposal, an email proposal or quote or an engagement letter. If the Proposal and Quote, or resubmission of the quote, are acceptable to the Client, the Client shall notify the Company in writing or The Company shall confirm the Contract either in writing, or by email, by fax, by letter or by issuing the first invoice in respect of fees due in accordance with clause 3 below dealing with fees and invoicing arrangements.
- 3.2. The Client agrees and confirms that the Proposal and Quote are being provided by the Company on a confidential basis. The Client shall not make any use of the Proposal or Quote other than for the purposes of considering whether or not it wishes the Company to implement the Proposal and the Client shall not disclose its contents to any other party. If requested at any time, the Proposal and Quote shall be returned to the Company immediately upon request. No copies of the Proposal or Quote may be made without the prior written consent of the Company. The provisions of this clause shall be binding upon the parties whether or not the parties enter into the Contract.

4. *Ownership of background data and material*

- 4.1. All the background data/records such as the Primary and secondary Research Records/Company work shall at all times remain the property of the Company, who shall be entitled to destroy them, without any advice to the Client, 24 months after the submission of the Report or on completion of the Contract. Title of the Secondary Research Records and the Report shall be passed to the Client on payment in full of fees due as set out in the Contract.

5. Our fees and invoicing arrangements

- 5.1. Unless otherwise agreed in writing, our fees will be based on the number and seniority of staff required, the degree of skill and responsibility involved, the resources required to complete the engagement and the fee rates for the appropriate personnel. There will also be additional charges for any disbursements incurred during the engagement will be also charged.
- 5.2. Unless stated otherwise in the Proposal, the Quote covers the provision of 2 bound copies of the Report. The Company reserves the right to charge for any additional copies required, and will supply for additional requests provided that they are done so by the Client within 12 months of completion of the Report.
- 5.3. Out of pocket expenses such as travel and subsistence will be billed to the Client at cost on a monthly basis during the course of the project. Typically, the total out of pocket expenses should not exceed 10% of the overall project fees.
- 5.4. The Quote is exclusive of VAT or any appropriate local sales taxes, which shall be chargeable at the then current rate to the Client in the relevant currency. The Quote and fees are exclusive of any other applicable taxes, including withholding taxes. In the event of any such taxes being payable, the Quote and fees shall be adjusted upwards accordingly in order to reflect the amount which would have been payable to the Company had any sums not been payable or withheld in respect of such taxes.
- 5.5. Within the EU, VAT at 17.5% is to be added to the final amount unless a VAT number is provided to us,
- 5.6. if such a VAT/TAV number is provided, no VAT will be charged. Unless otherwise agreed in writing and included in this proposal, all fees are payable in Pounds Sterling.
- 5.7. Within EU VAT will be added to all out of pocket expenses.
- 5.8. Any fee estimate provided is not an agreement to perform the services within a fixed time or for a fixed fee. We reserve the right to review our number of hours quoted and/or rates from time to time depending changes in scope of a project.
- 5.9. Any fee estimate agreed with you is based on the assumption that the information required for our work is made available in accordance with agreed timetables, and that your key executives and personnel are available during the course of our work. If delays or other unanticipated problems, which are beyond our control, occur this may result in additional fees for which invoices will be raised.
- 5.10. The Final (Client approved) Quote issued by the Company in respect of the relevant Proposal is the one that will determine the level of fees payable to the Company.
- 5.11. Unless agreed otherwise or stated in proposal / engagement letter, invoices will be raised:
 - 5.11.1 For projects due to be completed within six weeks of commissioning: 90% upon commissioning, 10% upon completion
 - 5.11.2 For longer term projects: 60% upon commissioning, 30% upon commencement of fieldwork and 10% upon completion
 - 5.11.3 For small projects: 100% on start of fieldwork
- 5.12. If a project is cancelled after work has commenced, Revelation Consultants will charge 'pro-rata' for the work done.
- 5.13. If at any time the Client wishes to make changes or alter any aspect of the project as set out in the proposal, the Company reserves the right to amend the fees due on the Quote accordingly.
- 5.14. We reserve the right to submit invoices for services and disbursements incurred on an interim basis as the work progresses. Invoices are payable upon presentation. We shall be entitled to charge monthly interest at a rate of 2% above the base rate for the time being of Bank of Enlang on all invoices that remain unpaid 30 days after presentation.
- 5.15. Any request for fees which have been invoiced and payment remains outstanding to us, will result in a lien to be carried out in respect of the outstanding amount over any documents belonging to you which may be in our possession.

6. Our responsibilities to you

- 6.1. All reasonable care and skill shall be carried out in a timely manner in providing the services described in our engagement letter or proposal (or such variations as may subsequently be agreed in writing between us)
- 6.2. The nature and content of any advice we provide will undoubtedly reflect the specific scope and limitations of our engagement, the amount and accuracy of information provided to us and the timescale within which the advice is required. If you ask us to provide our advice in an abbreviated format or timescale, you accept that you will not receive all the information you would have done had we provided a full written report or had been able to perform the work without an abbreviated timescale.
- 6.3. The advice provided is purely for the sole purpose of this engagement only and we disclaim any further responsibility for the use of our advice for a different purpose or in a different context. If you plan to use this advice on another transaction or in another context please let us know and provide us with all material information so that we can provide advice tailored to suit the appropriate circumstances.
- 6.4. Unless otherwise agreed with you, we may correspond by means of the Internet or other electronic media or provide information to you in electronic form. Due to the inherent risks associated with the electronic transmission of information on the Internet or otherwise, we cannot guarantee the security and integrity of any electronic communications or information sent or received in relation to this engagement. Whilst it is our policy to check our e-mail correspondence and other electronic information with anti-virus software, we similarly cannot guarantee that transmissions or other electronic information will be free from infection. You acknowledge that if we are working on your premises we may need to connect to the Internet through your internal network in order to access our systems.

7. Your responsibilities to us

- 7.1. It will be your responsibility upon request to provide us with complete, accurate and timely information and to carry out any obligations ascribed to or undertaken by you or others under your control, in order for the Company to fulfil its commitment to you as set out in the letter of engagement.
- 7.2. You agree that any commercial decisions that you make, are not within the scope of our duty of care and in taking such decisions you must take into account the restrictions on the scope of our work and other factors, commercial and otherwise, of which you and your other advisers are, or should be, aware from sources other than our work.

8. Information and confidentiality

- 8.1. Where we receive confidential information we shall take such steps as we in good faith think fit to preserve confidential information from unauthorised disclosure or other misuse both during and after termination of this engagement. In the unlikely event where, despite taking such steps, we disclose without authorisation or otherwise misuse the confidential information, thereby causing you loss, we shall be liable to you. Except where there is specific agreement to the contrary, our client relationship with you shall not be treated as confidential information and we may disclose this fact to clients, prospective clients, or other third parties.
- 8.2. Subject to our duty of confidentiality, you agree we may act for your competitors or for other clients, whose interests are or may be opposed to yours.
- 8.3. The reports, letters, information and advice (“our Work”) that we provide to you during this engagement are given in confidence solely for the purpose of this engagement and are provided on the condition that you undertake not to disclose these, or any other confidential information made available to you by us during the course of our work, to any third party (being a party other than those to whom the report, letter, information or advice is addressed) without our prior written consent. You may however disclose our Work to those of your professional advisers who require to see it for the purpose of their retainers provided that such advisers agree to keep our Work confidential and agree that we have no liability to them in respect of our Work.
- 8.4. Neither we nor you will be prevented from disclosing confidential information:

- 8.4.1 which is or becomes public knowledge other than by a breach of an obligation of confidentiality;
- 8.4.2 which is or becomes known from other sources without restriction on disclosure; or
- 8.4.3 which is required to be disclosed by law or any professional or regulatory obligation.
- 8.5. You agree that, for the purposes of carrying out our responsibilities in this engagement, we shall not be treated as having notice of information that may have been provided to individuals within this firm who are not involved in this engagement.
- 8.6. Notwithstanding the restrictions on disclosure contained in this section, where we provide any oral or written statement to you as to the potential UK income tax consequences that may result from a transaction, we expressly authorise you (and each employee, representative or other agent of yours) to disclose to any and all persons, without limitation of any kind, the UK income tax treatment of the transaction, any fact that may be relevant to understanding this, and all materials of any kind (including opinions and other tax analyses) provided to you in relation to these. However, because our advice is solely for your benefit and is not to be relied upon by any other persons, as part of any such disclosure made by you, you must inform all such persons that they may not rely upon our advice without our prior written consent.

9. Intellectual property rights

- 9.1. The Company shall retain all copyright and other intellectual property rights in everything developed, designed or created by us or any predecessor firm either before or during the course of an engagement including systems, methodologies, software, know-how and working papers. We also retain all copyright and other intellectual property rights in all reports, written advice or other materials provided by us to you, although the fees you pay us allow you to use those materials for the purposes for which they were created under this engagement.

10. Health and safety

- 10.1. We acknowledge our statutory responsibility to co-operate with your health and safety requirements, provided we are given notice of these. Whilst on your premises our partners, staff, agents and sub-contractors shall be afforded by you the same protection for health and safety purposes as is due to your employees. If we are required by you to enter the premises of a third party you will use
- 10.2. reasonable efforts to ensure that the third party also affords such protection to our partners, staff, agents and subcontractors as is due to its employees.

11. Our liability

- 11.1. From time to time we may use the services of partners or staff from Lifescience Dynamics Limited to assist us in providing services to you. When we use the services of such partners or staff in connection with this engagement they are deemed to be acting as our servants or agents and not the partners, servants or agents of any other person and we are liable for their activities as if they were in all respects our partners or staff. No member of staff of the Company engaged in this way will be personally liable to you in connection with this engagement.
- 11.2. By engaging us you agree that any claim of any sort whatsoever arising out of or in connection with this engagement shall be brought only against Revelation Consultants Ltd.
- 11.3. You agree not to bring any proceedings of any sort whatsoever arising out of or in connection with this engagement in any jurisdiction against Revelation or any of its members or any partner or staff thereof.
- 11.4. Revelation, and each partner or member of staff thereof and each of our partners or members of staff shall have the express benefit of this section and shall have the right to rely on and enforce any of its terms.

12. Limitation of liability

- 12.1. You agree that our total liability in respect of any loss shall be limited to the lower of the figures produced by the operation of the following two sections.

13. Proportionality

- 13.1. Our liability to you in respect of breach of contract or breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with this engagement shall be limited to the project fees less all third party cost (out of pocket costs).
- 13.2. This provision shall have no application to any liability for death or personal injury nor to any liability arising as a result of fraud on our part (or for which we are vicariously liable) nor to any liability which cannot lawfully be excluded or limited.
- 13.3. For the purpose of assessing the contribution to the loss and damage in question of any other person pursuant to the preceding paragraph, it is agreed that no account shall be taken of any limit imposed or agreed on the amount of liability of such person by any agreement (including any settlement agreement) made before or after the loss and damage in question occurred.

14. The time for bringing any claims

- 14.1. Any claim for breach of contract, breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with this engagement shall be brought against us within six years of the act or omission alleged to have caused the loss in question in line with UK law for most claims.

15. Third party rights

- 15.1. As provided in section 7 above and subject to the exceptions set out in that section, the reports, letters, information and advice we provide to you during this engagement are not to be disclosed to any third party (being a party other than those to whom the report, letter, information or advice is addressed) without our prior written consent.
- 15.2. Before we provide such consent, we may stipulate terms regarding such provision or require the third party to enter into a direct relationship with us. We disclaim all responsibility for any consequence whatsoever should any such third party rely upon any report, letter, information or advice without our first having given our written consent that such third party may do so. Our only responsibility is that which is owed to you in the context of this engagement as at the date on which our report or other advice is given to you.
- 15.3. Save as aforesaid, and save as provided in section 9 above, a person who is not a party to this engagement shall have no right to enforce any of its terms.

16. Data Protection Act 1998

- 16.1. We confirm that we will take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of or damage to personal data and comply with any other obligations under the Data Protection Act 1998 (the "DPA"). All terms used in this section shall have the same meaning as in the DPA. You will not by any act or omission put us in breach of the DPA.

17. Our staff

- 17.1. You undertake that during the course of this engagement and for a period of six months following its conclusion you will not:
 - 17.1.1 solicit or entice away (or assist anyone else in soliciting or enticing away) any member of our professional staff with whom you have had dealings in connection with this engagement during the 12 months immediately prior to your approach; or
 - 17.1.2 employ any such person or engage them in any way to provide services to you.
- 17.2. This undertaking shall not apply in respect of any member of our staff who without having been previously approached directly or indirectly by you responds to an advertisement placed by you or on your behalf.

17.3. In the event of a breach of the terms of this undertaking which leads to the departure of an individual, you will pay to us, on demand, a sum equivalent to 30% of the total annual remuneration package paid by us to the individual prior to his or her departure. You acknowledge that this provision is a fair and reasonable term intended to be a genuine assessment of the likely consequential loss to us.

18. Force majeure

18.1. Neither you nor we shall be liable in any way for failure to perform, or delay in performing, our respective obligations under this engagement if the failure or delay is due to causes outside the reasonable control of the party which has failed to perform.

19. Duration

19.1. Unless otherwise agreed with you, the terms of this engagement will apply from the commencement of our provision and final presentation, model or report of the services outlined in our proposal /engagement letter.

20. Termination

20.1. Either party may terminate this Contract (i) if the other party materially breaches this Contract and such breach remains uncured for twenty (20) days following written notice of breach by the non-breaching party; or (ii) automatically without any action required in the event that either party (a) makes a general assignment for the benefit of its creditors, (b) files a voluntary petition in bankruptcy or for reorganisation under the bankruptcy laws, (c) has a bankruptcy petition filed against it, or (d) if a receiver or trustee is appointed for it; or (iii) by a 90 days notice of termination by either party.

21. Severance of terms

- 21.1. In the event of termination, fees and expenses incurred by Revelation Consultants, to the date of termination are payable by the 'Client'.
- 21.2. In the event that any of the terms of business is held to be invalid, the remainder of the terms will continue in full force and effect.
- 21.3. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 21.4. Within Fifteen (15) days following the termination of this Agreement, Revelation Consultants shall hand over all such documents, data, programs etc. associated with the Agreement to Client.
- 21.5. Notwithstanding any termination or expiration of this Contract the representations and warranties under various clauses and the rights and obligations under the Clauses entitled 'CONFIDENTIALITY', INDEMNIFICATION, and 'DISPUTES' shall survive and continue and shall bind the parties and their legal representatives, successors, heirs and assigns.

22. Indemnification

22.1. Revelation and Client shall indemnify each other and their affiliates and their respective officers, directors, shareholders, employees, agents, successors and assigns, from and against any and all damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or in connection with any third party claim involving a material breach by the Revelation or Client of any covenant, warranty, representation or agreement made herein.

23. Entire agreement

23.1. Our engagement letter and these terms of business constitute the entire agreement between us with respect to this engagement and supersede all prior agreements, proposals, oral and written representations and negotiations.

24. Headings

24.1. The headings in these terms of business shall not affect the interpretation of these terms.

25. Disputes

25.1. If at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, you may take the issue up directly with Rafaat Rahmani, who can be contacted at the registered office of the Company.

25.2. We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. Should you still remain dissatisfied with any aspect of our service, and feel that your claim has not been addressed, you may of course take matters up with your legal representative.

25.3. Revelation and the "Client" shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this Agreement.

25.4. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by any of the parties and/or compensation/damages payable under the Agreement or of any matter whatsoever arising under the Agreement which have not been settled amicably within 30 days from commencement of such informal negotiation shall be referred to a mutually agreed arbitrator.

26. Governing law and jurisdiction

26.1. These terms of business shall be governed by and construed in accordance with the laws of England and Wales and any dispute arising out of this engagement or these terms shall be subject to the exclusive jurisdiction of the English courts, to which both parties hereby agree to submit for these purposes.