



TERMS AND CONDITIONS

All services supplied by BioDigital Limited are subject to the following conditions:-

1. INTERPRETATION

In this agreement:

- 1.1. The company means BioDigital Limited; Registered Office: Unit 19, Royds Enterprise Park, Future Fields, Bradford, West Yorkshire, BD6 3EW; Place of registration: ENGLAND; Registration Number: 4437549.
- 1.2. Intellectual Property Rights means any and all patents, patent applications, know-how, trade marks, trade mark applications, trade names, registered design, copyright, database rights or other similar intellectual property rights created, developed, subsisting or used in connection with the Specified Service and whether in existence at the date hereof or created in the future;
- 1.3. Specified Service means any goods, services or advice to be provided by the Company to the Client as detailed in the quotation;
- 1.4. Specified Sum means the agreed consideration to be paid by the Client to the Company as detailed in the quotation. UK value added tax and import duty shall be payable by the Client if and as applicable.

2. AGREEMENT

In consideration of the payment of the Specified Sum by the Client to the Company the Company shall provide the Specified Service.

3. DURATION, TERMINATION, AND PAYMENT

- 3.1. This Agreement shall remain in force until the Specified Services are completed as defined unless terminated early.
- 3.2. Either side may terminate this agreement on giving 30 days notice in writing. In the event that this Agreement is terminated before the completion of the Specified Service, the Company shall be entitled to payment by the Client for work completed on a quantum meruit basis.
- 3.3. The Client shall pay the Company's invoices by the end of the month following the month of invoice.
- 3.4. The Company is entitled to charge interest to the Client on any outstanding amounts at the rate of 3% above the current Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998. Such interest will begin to accrue from 15 days after the date agreed for payment under this Agreement and will continue to accrue until judgment or sooner payment.

4. THE COMPANY'S OBLIGATIONS

- 4.1. The Company shall take reasonable steps to ensure that the Specified Services are completed in accordance with any timetables or other targets agreed. If, in the Company's sole discretion it is appropriate, the Company may obtain or provide extra resources of the requisite standard in order to ensure that the Specified Services are completed.
- 4.2. The company will fulfill its statutory obligations and carry Employer's Liability insurance and Public Liability insurance. The level of Employer's Liability insurance will be at least £10,000,000 and the level of Public Liability insurance at least £1,000,000. The certificate for these will be available for inspection.

5. THE CLIENT'S OBLIGATIONS

- 5.1. The Client shall, at its own expense, provide the Company with all documents or other materials and data or other information necessary for the completion of the Specified Service, in sufficient time to enable the Company to provide the Specified Service in accordance with any timetable or other target for progress or completion agreed in writing between the parties.
- 5.2. The Client shall be responsible for the content of all documents or other materials and shall ensure the accuracy of all data or other information provided to the Company in the course of this Agreement.
- 5.3. The Client shall, as its own expense, retain duplicate copies of all documents or other materials and data or other information provided to the Company and shall insure against its accidental loss or damage. The Company shall have no liability for any such loss or damage, howsoever caused.

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5.4. The Client shall ensure that the Company is accorded sufficient access to any of the Client's premises, information, data or personnel and use of any equipment that is reasonably necessary for the completion of the Specified Services. Where the Company requires access to any third party premises, information, data or personnel the Client will make all reasonable efforts to arrange this for the Company.

6. WARRANTIES

6.1. The Company warrants to the Client that the Specified Service will be provided with best endeavors using reasonable care and skill and, as far as reasonably possible, in accordance with any timetable or other targets agreed.

6.2. The Company will rectify any faults, errors or omissions notified in writing within 60 days of the completion of the Specified Services.

7. LIMITATION OF LIABILITY

7.1. The Specified Services have been negotiated and agreed by the Company with the Client in the context of information provided by the Client as to the Client's particular needs and requirements. The Specified Services have been prepared and priced accordingly. Therefore:

7.2. The Company shall have no liability to the Client for any delay, loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client;

7.3. The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for the compensation arising from the Client making use of the Specified Services for any purpose not clearly disclosed to the Company or from the Client allowing a third party to make use of the Specified Services;

7.4. Except in respect of death or personal injury caused by the Company's negligence, or as expressly agreed in writing between the parties, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants or agents or otherwise) which arises out of or in connection with the provision of the Specified Service or its use by the Client.

7.5. Except in respect of death or personal injury caused by the Company's negligence, or as expressly agreed in writing between the parties, the entire liability of the Company under or in connection with this Agreement or the Specified Services shall not exceed the price quoted for providing the Specified Services.

8. INTELLECTUAL PROPERTY

8.1. The Client shall retain ownership of all Intellectual Property Rights of whatever nature and, if registerable, whether registered or not, in the documents or other material and data or other information provided to the Company in the context of this Agreement. For the avoidance of doubt, the Client shall not be deemed to have granted the Company any license to use the documents or other material and data or other information other than for the purposes of this Agreement.

8.2. The Company shall assign ownership to the Client of all Intellectual Property Rights of whatever nature and, if registerable, whether registered or not, in all documents or other material and data or other information and devices or processes created by the Company specifically and only for the provision of the Specified Services.

8.3. The Company shall retain ownership of all Intellectual Property Rights of whatever nature and, if registerable, whether registered or not, in all documents or other material and data or other information and devices or processes provided or created by the Company not specifically and not only for the provision of the Specified Services save that the Company shall be deemed to have granted the Client a non-exclusive and non-assignable license to make use of any such documents or other material and data or other information and devices or processes in the context of the Specified Services.

8.4. Where appropriate, the Company shall be deemed to have asserted its moral rights over any documents or other material provided or created by the Company in the provision of the Specified Services.

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9. CONFIDENTIALITY

- 9.1. Both parties will take all reasonable steps to ensure that any documents or other materials and data or other information which are supplied to the other party in the provision of the Specified Services and are clearly marked as confidential remain confidential to the parties. Such information will only be made available by the parties to those personnel who have a reasonable need to know of it and the documents or other materials and data or other information or copies thereof will not be made available to any third parties. Either party is entitled to demand the return of all copies of any such documents or other materials and data or other information within 30 days by giving the other party written notice.
- 9.2. This obligation of confidentiality will remain in force beyond the cessation or other termination of this Agreement.
- 9.3. This clause shall not apply to any documents or other materials and data or other information which are already in the public domain at the time when they are provided by either party, and shall cease to apply where either party is required by law to make a disclosure or if at any time the information becomes public knowledge through no fault of the other party.
- 9.4. Both Parties undertake that any information which is received from the other party in the provision of the Specified Services will only be used for the purposes of this Agreement.

10. GENERAL

- 10.1. The Company shall not be liable to the Client or deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Specified Services, if the delay or failure was due to any cause beyond the Company's reasonable control.
- 10.2. The parties to this Agreement are independent businesses and nothing in this Agreement or by virtue of performing it shall be taken as creating a relationship of agent to principal, employer to employee, partnership or joint venture between the Company and the Client. Neither party shall be entitled to enter into agreements or other arrangements on behalf of the other and it is intended that both parties shall retain their independence.
- 10.3. The terms of this Agreement represent the entire agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise. The printed terms and conditions of any purchase order or other correspondence and documents of the Client issued in connection with this agreement will not apply unless expressly agreed in writing by the Company.
- 10.4. Both parties agree that the terms of this Agreement are fair and reasonable in all the circumstances.
- 10.5. It is agreed that this Agreement will be governed and construed according to the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.

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