

TERMS and CONDITIONS – Small Business Advisory Service Ltd (the Company)

1. ADVISER SERVICES

The Client **ENGAGES** 'the Company' to provide business advice services to the client as defined in the "Engagement Approval for Business Advice Services" and 'the Company' **AGREES** to provide such services upon the terms and conditions hereinafter mentioned.

2. OBLIGATIONS OF THE COMPANY

2.1 During the period of this Agreement the Adviser appointed by 'the Company' shall make himself available to the Client at such times and at such locations as the Client and the Adviser shall agree from time to time.

2.2 The Adviser shall perform his obligations with reasonable care.

3. ADVISER FEE

The Client shall pay to 'the Company' fees as agreed in the "Engagement Approval for Business Advice Services" (such fee to be exclusive of value added tax if applicable). Payment is to be made by the Client no later than 14 days after receipt of an invoice from 'the Company'.

4. EXPENSES

The Client shall reimburse to 'the Company' all travelling and other expenses reasonably incurred by him in the proper performance of his duties hereunder provided that such expenses have been agreed with the Client prior to them being incurred. On request 'the Company' shall provide the Client with such vouchers or other evidence of actual payment of such expenses that the Client may reasonably require.

5. TERMINATION

Without limitation the Client may by notice in writing immediately terminate this Agreement if the Adviser or 'the Company' shall:

5.1 be in breach of any of the terms of this Agreement which in the case of a breach capable of remedy is not remedied by 'the Company' within 21 days of receipt by 'the Company' of a notice from the Client specifying the breach and requiring its remedy;

5.2 be incompetent, guilty of gross misconduct and/or any serious or persistent negligence in respect of the Adviser and/or 'the Company' obligations hereunder;

5.3 fail or refuse after written warning to carry out the duties reasonably and properly required by him hereunder.

PROVIDED ALWAYS the Client may not terminate this Agreement solely for the reason of the Adviser's absence through illness or injury unless such illness or injury prevents the Adviser or 'the Company' providing any services to the Client for a period of more than 30 days.

6. CONFIDENTIAL INFORMATION

'the Company' and any Adviser appointed by 'the Company' agrees to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to the Client's technology, technical processes, business affairs or finances or any such information relating to a subsidiary, supplier, customer or client of the Client where knowledge or details of the information was received during the period of this Agreement and upon termination of this Agreement for whatever reason 'the Company' and the Adviser will deliver up to the Client all working papers or other material and copies provided to him pursuant to this Agreement or prepared by him either in pursuance of this Agreement or previously.

7. TAX LIABILITIES

It is hereby declared that it is the intention of the parties that the Adviser shall have the status of a self-employed person and shall be responsible for all income tax liabilities and National Insurance or similar contributions in respect of his fees and 'the Company' and the Adviser hereby indemnifies the Client in respect of any claims that may be made by the relevant authorities against the Client in respect of income tax or National Insurance or similar contributions relating to the services hereunder.

8. NOTICE

Any notice required by this Agreement to be given by either party to the other shall be in writing and shall be served by sending the same by registered post or recorded delivery to the last known address of the other party and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice.

9. Nothing in this Agreement shall be construed or have effect as constituting any relationship of employees and employer between the Client and the Consultant.

10. English law shall apply to this Agreement.