

**Public-i Group Limited**  
**Standard Terms and Conditions for the Supply of Consultancy Services and Advice.**

**1. Definitions.**

The following provisions of this clause shall have effect for all purposes of interpretation of these Terms, the Proposal, the Consultancy Project Confirmation and the Agreement.

- (1) "The Agreement" shall mean the agreement between Public-i and the Customer formed by the making by Public-i to the Customer of the offer set out in the Consultancy Project Confirmation and the acceptance of that offer constituted by the return of the Consultancy Project Confirmation (in the manner required in the Consultancy Project Confirmation or in any other manner accepted in writing by Public-i) duly signed for and on behalf of the Customer.
- (2) "The Completion Date" shall mean the date that Public-i shall notify the Customer as being the date by which Public-i has debriefed the Customer and, if a written report is also required by the Agreement, delivered that written report, but if Public-i shall not so notify then the date by which it shall actually have debriefed (and reported if so required).
- (3) "Confidential Information" shall mean all information supplied by Public-i to the Customer in connection with the Agreement which was not known to the Customer at the time of such supply and was not then in the public domain nor has at any relevant time come (without default by the Customer or any person coming to the same through or under the Customer) into the public domain; and vice versa.
- (4) "Content" shall bear the meaning ascribed thereto in clause 8 below.
- (5) "The Customer" shall mean the legal entity to which the Consultancy Project Confirmation is addressed.
- (6) "Disclosed" shall bear the meaning ascribed thereto in clause 8 below.
- (7) "Public-i" shall mean Public-i Group Limited, Company Number 03998680.
- (8) "The Materials" shall bear the meaning ascribed thereto in clause 8 below.
- (9) "The Consultancy Project Confirmation" shall mean the form provided by Public-i for signature on behalf of and return by the Customer setting out or attaching a brief summary of the services proposed to be rendered by Public-i to the Customer and the dates proposed for the rendering thereof; stating the cost thereof.
- (10) "The Proposal" shall mean the written description supplied by Public-i of proposed services and advice to be rendered by Public-i and which led directly or indirectly to the Consultancy Project Confirmation.
- (11) "The Services" shall mean the consultancy services (and, to the extent therefrom appearing, the advice and other services)~ of the natures and methodologies described m the Proposal as amended (if at all) and/or confirmed by the Consultancy Project Confirmation as to be rendered by Public-i to the Customer.
- (12) "The Supplies" shall mean the Services and all other services and advice and, if any, goods,

supplied or rendered by Public-i to the Customer in the course of; or in connection with, or in addition to those required by the Agreement.

- (13) "The Total Fee" shall mean the sum so specified in the Consultancy Project Confirmation, subject to clause 4 below.
- (14) "Travel and Accommodation" shall mean the costs of travel accommodation refreshment and subsistence (up to any maximum actually set out in the Consultancy Project Confirmation) and any other expenses actually incurred by Public-i or Public-i's employees and/or subcontractors in connection with the Supplies.
- (15) "Verbal" shall mean "oral".
- (16) Subject as aforesaid and to the other terms hereof; terms and expressions used in the Consultancy Project Confirmation and/or describing the Services to be rendered shall be given their ordinary meaning or such other reasonable meanings as may from time to time be prescribed by Public-i by notice to the Customer or by amendment to its standard terms notified to the Customer.

## **2. Services.**

- (1) Public-i will render or procure to be rendered to the Customer the Services in accordance with the Agreement to the best of the ability of Public-i (or the party procured) and in accordance with the terms hereof but shall not be required to do any act or thing contrary to any applicable law regulation or ordinance. Public-i does not undertake or warrant that any advice or suggestion given by it (or the party procured) as to the potential effectiveness of any course or proposed course of action shall be correct or commercially wise. .
- (2) The Customer waives any right to object or withhold consent to services being carried out by agents or subcontractors simply on the ground that they are agents or subcontractors.
- (3) Any dates specified in the Agreement for the doing of any act or thing by Public-i (or any party procured by Public-i) shall unless stated in writing in the Consultancy Project Confirmation to be of the essence be indicative only and the Customer shall not be entitled to terminate the Agreement nor shall Public-i have any liability to the Customer if all or any such dates are not met.
- (4) Clauses 3.1 and 3.2 of Standard-i's principal Standard Terms and Conditions (as standing on the 31<sup>st</sup> August 2012) or any substituted or amended provision to similar purpose or effect as set out in any restatement or amendment of those Standard Terms and Conditions shall apply hereto.

## **3. Parties.**

- (1) Public-i shall be entitled to assign the Agreement and the performance of the obligations of Public-i thereunder to any corporate entity under the same control as Public-i. It shall be entitled to assign the right to receive payments to it arising out of the Agreement as it may see fit. In any such case Public-i or the assignee shall notify the Customer of the assignment. Upon such notice the assignee shall for all purposes replace Public-i as a party to the Agreement in the relevant respect.
- (2) Public-i shall notify the Customer of any change of the principal place of business or registered office of Public-i.

- (3) The Customer shall on demand confirm to Public-i the places numbers and addresses, in relation to the Customer, upon which service of legal documents may (subject to clause 10 below) be effected upon the Customer in accordance with Part 6 of the Common Procedural Rules and Practice Directions relating thereto and shall without demand notify Public-i of any change of any such.

#### **4. Invoicing and Payment.**

- (1) In the event of any conflict between any express term of the Consultancy Project Confirmation or the attached summary, on the one hand, and this clause 8 of these standard terms on the other the former shall prevail.
- (2) The Total Fee for the purposes of this clause depends on whether Travel and Accommodation charges are specified in Consultancy Project Confirmation to be fixed or to be capped or to be estimated. If they are fixed then the amount specified in the Consultancy Project Confirmation shall be included in the Total Fee regardless of the relevant sums actually incurred. If they are capped then the relevant charge included in the Total Fee shall be the total of the relevant sums incurred up to the specified maximum. If they are estimated then the relevant charge included in the Total Fee shall be the amount actually incurred regardless of the figure specified in the Consultancy Project Confirmation.
- (3) Subject as aforesaid the Total Fee may be invoiced by Public-i to the Customer no earlier than as follows. One half of the Total Fee may be invoiced to the Customer as soon as the Agreement is reached, and the balance no earlier than the Completion Date.
- (4) VAT may be added to all parts of the Total Fee to which it is not inappropriate.
- (5) Invoices will be paid in pounds sterling within 14 days of their dates. If not Public-i shall be entitled to cease to render services and all due dates for the rendering of services by Public-i shall be commensurately extended but this shall not prevent the continued accrual of charges. Payment shall be made at the offices of Public-i. Public-i reserves the right to require payment by cash or bank draft drawn on a London clearing bank. For all purposes of calculating whether or to what extent an invoice has been discharged the amount paid shall (subject as follows) be treated as being the amount in sterling received by Public-i in its own bank account in England after the deduction of all bank charges costs expenses imposts deductions withholdings and levies whether like to the foregoing or otherwise of every kind and nature whatsoever. If by the laws of any foreign place any sum is required to be deducted and withheld then the Customer shall obtain a proper receipt from the proper authority and provide it to Public-i and upon Public-i being able to derive value from the same (by way of deduction from taxes otherwise to be paid by Public-i or otherwise) then Public-i shall bring such value into account. The unpaid balance of every invoice, calculated as aforesaid shall carry interest (both before and after judgment) from the 14<sup>th</sup> day after the date of the invoice until payment in full. The rate of interest shall be equal to the highest rate of interest which may from time to time be set under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998, but if no such shall validly be set then 3% (three percent) above the highest rate of bank overdraft interest which may be liable to be paid by Public-i from time to time and if none then 6% above the base rate from time to time of HSBC Bank plc compounded on a daily basis.
- (6) The Customer shall indemnify Public-i from and against and shall pay directly all costs and expenses incurred by Public-i or to which Public-i may become liable including solicitors' and

other professional advisers' fees on a solicitor and own client basis directly or indirectly connected with any invoice which may not be or which Public-i may assert is not paid in full on its due date or which Public-i reasonably apprehends may be likely not to be paid in full on its due date. Public-i shall not be obliged to challenge or to seek to abate or minimise any such cost or expense and the Customer shall not be entitled to require any certificate of fair remuneration, taxation,, or other moderating process. Public-i shall be deemed to suffer a cost to itself of £20 plus £3 per minute or part thereof after the first per telephone call and £40 plus £50 per page or part thereof after the first per letter or Email made or received by it in any such connection.

## **5. Variation.**

- (1) No amendment or purported amendment or variation or the terms set out in the Consultancy Project Confirmation which is in any respect adverse to the interests of Public-i shall have any force or effect unless in writing and signed by a director for the time being of Public-i.
- (2) Public-i shall not be obliged to accept any variation or cancellation of the Agreement. If it does so then save as may otherwise be specifically agreed in writing, in the case of variation Public-i shall be entitled to notify the Customer of reasonable revised dates by which Public-i will intend to render the respective ones of the revised Services and of reasonable revised charges; and in the case of cancellation the Customer shall indemnify Public-i against all and any costs or expenses incurred by Public-i in any way in connection with the Services and/or the cancellation of the Agreement and shall further pay to Public-i such sum as Public-i shall reasonably notify in respect of work already carried out by or to the procurement of Public-i, plus, if Public-i shall so require, a cancellation fee of 10% (ten percent) of the Total Fee.
- (3) Public-i may amend these standard terms and conditions by the placement of amended Standard Terms and Conditions for the Supply of Consultancy Services and Advice upon its website <http://www.public-i.info/>. Such amended terms and conditions shall come into effect at noon UK time on the 30<sup>th</sup> day from the date upon which they were so placed. Public-i will within the said period of 30 days notify the Customer of such placing (but any failure so to notify shall not affect the validity of such amended terms) and the Customer shall have the option by notice given to Public-i within 60 days of such placing to terminate the Agreement upon the terms as to cancellation set out in sub-clause (2) above save that no cancellation fee as therein stated shall be payable.

## **6. Indemnity**

If the Customer (or any person firm or company on behalf of to the order or request of or for the Customer) shall supply provide or deliver any information or thing (tangible or non-tangible) then the Customer shall keep and hold Public-i fully and effectually indemnified from and against all and any costs claims losses and expenses incurred paid or suffered by Public-i howsoever directly or indirectly arising out of any use thereof by Public-i or in any such way, including solicitors' and other professional advisers' fees and all and any sums paid by Public-i in good faith in settlement of any claim against it in respect of any such information or thing.

## **7. Entire Agreement; Force Majeure; and Limitation of Liability**

- (1) The Proposal as amended by the Consultancy Project Confirmation, subject to the terms hereof; as affected by any document subsequent to the Consultancy Project Confirmation and signed by a director for the time being of Public-i, constitute the entire agreement between Public-i and the Customer with respect to the subject matter hereof; and all other or prior agreements

arrangements and/or understandings are hereby agreed to be of no effect. For the purposes of subsection 1 (2) of the Contracts (Rights of Third Parties Act 1999 it is hereby specified that the parties do not intend any term hereof to be enforceable by any third party. The Customer agrees and acknowledges that (a) no representations have been made to it; (b) any communications received by it from Public-i were and are agreed to be deemed to have been expressions of opinion only; and (c) it did not rely on any such in entering into the Agreement nor did any such induce it to enter into the Agreement.

- (2) It shall be deemed not to be a breach hereof if Public-i shall fail or delay or omit to do or carry out any act or thing required of it by the Agreement if the failure delay or omission is caused wholly or substantially by any cause outside the direct and exclusive control of Public-i including but not by way of limitation war famine plague pestilence flood natural disaster fire flood accident act of God civil war insurrection civil disturbance strike lockout labour disturbance or other industrial dispute act of sovereign prince government or local government and/or postal or other communications delays.
- (3) Public-i shall have no liability to the Customer of any kind or nature whatsoever: -
  - (a) if Public-i does not accurately report any views expressed to it or any statistics based thereon or if any views expressed to or reported by it (or any agent or subcontractor of its) are not representative or truthful or if any advice or suggestion given by it (or any agent or subcontractor of its) as to the potential effectiveness of any course or proposed course of action shall be incorrect or commercially unwise; or
  - (b) for or in any respect concerning the selection identity competence or any act or omission of any agent or subcontractor of Public-i; or
  - (c) in respect of any indirect or consequential loss of the Customer or for any loss of profit or opportunity.
- (4) All guarantees conditions warranties etc otherwise binding on Public-i and whether express or implied statutorily or otherwise are hereby excluded.
- (5) If Public-i shall be found to have any liability to the Customer of any kind or nature whatsoever and whether of the nature of contract negligence or any other tort the maximum aggregate liability of Public-i in any such respect (including any liability for costs) shall be the greater of one half of so much of the Total Fee as has actually been paid to and received by Public-i or any insurance cover carried by Public-i applicable to the claim. Public-i shall have no liability to the Customer in respect of any loss or damage of any kind or nature whatsoever suffered by any third party. and whether recoverable by that third party (or another on behalf of that third party) against the Customer or not.
- (6) Nothing in this clause 7 shall exclude or limit any liability for fraud.

## **8. Records, Copyright and Confidential Information.**

- (1) Public-i shall keep the content of any debriefing and/or report it provides to the Customer, and information it garners about the Customer, and all confidential information of the Customer (insofar as the same are Confidential Information) confidential to the Customer.
- (2) The property, copyright, and all other rights of every kind and nature known to the law in any

relevant jurisdiction in all works subject matters materials and things generated or used in connection with the Agreement (“the Materials”) shall be and remain with Public-i or the party supplying the same to Public-i. All Public-i’s and its informants’ rights relating to any Confidential Information are reserved. This is so even of the information and things supplied to the Customer at or in connection with debriefing and/or any reports or other things provided to the Customer. The said works subject matters things and Confidential Information are herein called “Content”. The Content must not (without limitation) be copied, broadcast, cabled or performed in public or quoted or transmitted to or by a telecommunications system (within or outside the UK) communicated to the press or public or used in any way controlled or controllable by law (“Disclosed”) save as expressly hereby permitted. The following are permitted: -

- (a) The Customer may disclose the Content privately to its employees and contracted staff to whom it has made the contents of this clause 8 clear.
  - (b) It and they may use the Content as research that is to say to be guided and informed in the Customer’s creative and commercial decisions.
- (3) Public-i may but shall not be obliged to destroy all of the Materials in its possession custody or control after one year from the Completion Date.

## **9. Miscellaneous**

Clauses 3.4, 3.8, 3.9, 3.10, 6.1.2, 10.2, 13.2 to 13.4, 14.1, 15.4, 15.5 and 15.6 of Public-i’s principal Standard Terms and Conditions (as standing on the 31<sup>st</sup> August 2012) or any substituted or amended provision to similar purpose or effect as set out in any restatement or amendment of those Standard Terms and Conditions shall apply hereto.

## **10. Notice**

All notices hereunder shall be in writing. Notices and legal process may be served by post or in person and may also be served in any manner permitted by either English Law or the law of the jurisdiction in which any proceedings occur (but not by fax). Notices and legal process shall be deemed served (if posted properly addressed and prepaid) not later than the second business day (in the place of receipt) after posting in the same country as that to which addressed but the fifth after posting in a different country. A notice or legal process addressed to the Customer shall be deemed properly addressed if addressed to the address for the Customer set out in the Consultancy Project Confirmation until the Customer shall have notified Public-i of a different address and so on.

## **11. Choice of Law and Jurisdiction**

The Agreement shall be read and construed in accordance with and in all respects governed by English Law. The courts of England shall have exclusive jurisdiction save that Public-i may bring proceedings before any court it may choose in any jurisdiction it may choose (a) in order to seek to collect any payment owed to it by the Customer arising out of the Agreement and or (b) in relation to any actual or apprehended or threatened breach by the Customer of clause 8 above. Any such court shall be entitled to award costs in substantial accordance with English law. The Customer hereby irrevocably submits to the jurisdiction of any court determined in accordance with the foregoing. Any judgment award order or injunction of any such court may be enforced in all other jurisdictions without challenge to its merits.