
Terms & Conditions

1. Parties

- 1.1. TBP2 Limited (TBP2), incorporated and registered in England, (registered number 6973898), whose registered office is 107 Railway House, 14 Chertsey Road, Woking, Surrey, GU21 5AH. TBP2's services will normally be provided under the brand of Meis, Inbucon or TBP2.
- 1.2. The Client will be the organisation or individual contracting with TBP2 for the provision of Services and where necessary will include any associated or parent organisation of the Client.

2. Obligations of TBP2

Services

- 2.1. Services shall mean any services or products provided to the Client and without prejudice to the generality of the foregoing shall include any consulting and or advice in respect of or associated with remuneration, job evaluation, grading systems, remuneration structures, employment terms and conditions, the provision of any benchmark data or report, the provision of any excel or similar software program, access to any of the TBP2 websites, the provision of any surveys whether in soft or hard copy formate, the provision of shareholder return calculations, expert advice and associated or similar services.
- 2.2. The Services to be provided will be detailed by email, in a proposal or otherwise in writing together with the timeframe for the work to be undertaken and costs.

Additional Services

- 2.3. Should either during the provision of the Services or thereafter the Client request additional Services, such additional services shall be provided, in accordance with these terms and conditions, either at the fees as may be agreed with the Client or if no such costs are agreed on a time and disbursement basis. A copy of the current hourly charge rates can be obtained upon request from the Client's main contact at TBP2.

General Obligations

- 2.4. TBP2 will seek to perform its duties under this agreement in a professional and timely manner.

- 2.5. TBP2 is an equal opportunities employer and has a commitment to treat all its employees with courtesy and respect. TBP2 and its employees will extend the same commitment to all staff, employees and officers of the Client.
- 2.6. While on the Client's premises, employees of TBP2 will comply with requested health and safety requirements.

3. Obligations of the Client

- 3.1. The Client will make available such information relating to the Client and in particular remuneration matters as are necessary for TBP2 to undertake any of its duties under this Agreement. The Client should provide such information as has been agreed in a timely manner and it is agreed that should the information not be provided in a timely matter this may result, at the sole option of TBP2, in the delay of part or all of the delivery of any Services.
- 3.2. Where in any document supplied by TBP2 there is any inaccuracy or mis-interpretation of information, the Client shall draw this to TBP2's attention and give a reasonable time for such to be rectified.
- 3.3. The Client and its employees will treat all staff, employees and officers of TBP2 with courtesy and respect.
- 3.4. The Client shall pay all invoices within the time indicated below and in the event of any dispute shall raise the issue with details prior to the due date for payment of the invoice.

4. Duration

- 4.1. These terms and conditions shall apply to any and all Services provided to the Client unless otherwise specified and agreed by TBP2 in writing.

5. Variation

- 5.1. Where specific terms and conditions are agreed in writing with the Client then to the extent that they conflict with these terms and conditions the specific term and conditions agreed with the Client shall take precedence to and only to the extent that they conflict with these terms and conditions.

6. Nominated Consultant

- 6.1. In some cases there shall be nominated individuals of TBP2 who it is agreed will work on a particular service with the Client. TBP2 shall make every effort to make such individual available but shall not have a strict obligation to do so and may allocate a different individual who in the opinion of TBP2 has the sufficient skills and ability to undertake the provision of the services.
- 6.2. TBP2 may use a number of nominated individuals to assist with the delivery of any service to the Client.

7. Fees

Fees

- 7.1. Fees will be as notified in writing to the Client for a particular Service and failing such agreement will be on a time basis with time allocated to 15 min units.
- 7.2. Fees will be be invoiced monthly and payment is due 14 days following following the date of the invoice.

Expenses and VAT

- 7.3. The fees are exclusive of disbursements and VAT which will be charged in addition.
- 7.4. Disbursements will be charged at cost.

8. Confidential Information

Confidentiality

- 8.1. TBP2 shall not, and shall ensure that its employees shall not (except in the proper course of its or his or her duties), either during this agreement or at any time after the termination, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:
 - a) any use or disclosure authorised by the Client or required by law; or
 - b) any information which is already in, or comes into, the public domain otherwise than through TBP2's unauthorised disclosure.
- 8.2. The Client shall not, and shall ensure that its employees shall not (except in the proper course of its or his or her duties), either during this agreement or at any time after the termination, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:
 - a) any use or disclosure authorised by TBP2 or required by law; or
 - b) any information which is already in, or comes into, the public domain otherwise than through the Client's unauthorised disclosure.

Confidential Information

- 8.3. Confidential information relating to the Client shall mean any information obtained pursuant to this agreement and which would reasonably be regarded as confidential to the Client in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products,

affairs and finances of the Client which for the time being is confidential to the Client.

- 8.4. Confidential information relating to TBP2 shall mean any information obtained by the Client pursuant to this agreement or otherwise and which would reasonably be regarded as confidential to TBP2 including details of consultants and or employees working for TBP2, any reports, surveys, methodologies including but without prejudice to the generality of the foregoing methodologies relating to job evaluation, equality analysis, survey production and calculations.

Return of Property

- 8.5. At any stage during this agreement, TBP2 will promptly on request return to the Client all and any of the Client's property in its possession.
- 8.6. The Client's property shall mean all documents, books, manuals, materials, records, copies of correspondence, papers and information provided by the Client but shall not include records that TBP2 may determine to keep, subject to confidentiality for the purpose of any future dispute or claim.

9. Indemnities

- 9.1. In no event shall TBP2 be liable (whether for breach of contract, negligence or for any other reason) for:
- a) any loss of sales, revenue, or profits,
 - b) exemplary or special damages,
 - c) loss of goodwill, or
 - d) for any indirect, consequential or special loss, however arising.
- 9.2. Except in the event of wilful misconduct, TBP2 shall not be liable for any direct damages in excess of the fees paid or payable under this agreement in the twelve (12) month period immediately preceding the date of claim.
- 9.3. Other than as provided in 9.4 below and subject to 9.2 above TBP2 limits its liability in all cases to a maximum of £1,000,000.
- 9.4. Notwithstanding anything to the contrary herein, neither party shall exclude or limit its liability for death or personal injury or any other liability, which may not by applicable law be excluded or limited.

10. Copyright and Trademarks.

- 10.1. TBP2 will retain copyright in respect of the Services provided pursuant to this Agreement including but without limitation to the generality of the foregoing any report, document, software, program, excel sheet, methodology.



- 10.2. TBP2's trademarks and brands may only be used by the Client, subject to written agreement of the other party.

11. General and governing law

- 11.1. These terms and conditions form the entire understanding of the parties and supercede all previous agreements, understandings and representations.
- 11.2. No variation of this Agreement shall be effective unless agreed by the parties in writing.
- 11.3. TBP2 may delay enforcing its rights under this Agreement without losing them.
- 11.4. In the event that any of the terms or provisions of this agreement shall be held to be un-enforceable, the remaining terms and provisions shall be un-impaired and the un-enforceable term or provision shall be replaced by such enforceable terms or provisions as come closest to the intention underlying the un-enforceable term or provision.