

Terms & Conditions

Terminology

1. "The Client" refers to the customer named in Exhibit A.
2. "The Contractor" or "the Consultant" refers to "Client Solutions Ltd", NSC, Loughmahon Technology Park, Mahon, Cork T12 XF5A Ireland.

General Terms & Conditions

3. This Quotation is valid for 30 days after the Issue Date
4. Resources provided on time and materials basis
5. All Prices are quoted in Euro's and are Exclusive of V.A.T.
6. 1 Day is 8 hours of labour.
7. Any downtime/unavailability of systems or delays to the project, caused by circumstances outside of Client Solutions Limited Services, will incur additional time and cost.
8. Where applicable, this quotation assumes that all data reconciliation (beyond normal system testing and reconciliation) is performed by the Client solely.

Compensation & Expenses

9. The Contractor will submit monthly invoices on a time and materials basis to the Client for fees and if applicable, expenses, with an appropriate reference to the Client's Purchase Order Number or its equivalent. The Client will pay the amount owing under any valid invoice within thirty (30) days after the date of invoice. The Client and the Consultant agree to negotiate in good faith to resolve any disputes regarding completion of the Project.

Confidential Information

10. It is understood that the Consultant's activities under this Agreement may involve access to confidential information which is the property of the Client, and which is not known in the trade or generally by the public ("Confidential Information")
11. Definition of Confidential Information: All data relating to the Client that the Consultant comes into contact with is confidential.
12. The parties agree to hold Confidential Information in confidence, agree to provide a high level of care and security in its treatment of the Confidential Information, and agree not to copy, transfer or disclose, or allow copying, transfer or disclosure of any such Confidential Information or any information related to such Confidential Information, directly or indirectly, at any time during or after the term of this Agreement. The parties agree not to use or exploit the Confidential Information for any purposes other than for the purposes of enabling the Consultant to perform the required Project. The restrictions set forth in this paragraph do not apply to information generally known or which becomes known in the trade or which is or becomes public domain information through no fault of the Receiving Party, information which constitutes part of the general knowledge and skill of the Receiving Party, information that the Receiving Party receives from a source other than from the Disclosing Party, and information which is or was independently developed by employees or agents of the Receiving Party.

Miscellaneous

13. Warranty of Service. The Consultant warrants that it will use reasonable best efforts in the performance of this Agreement and that the services and materials used will be of professional quality conforming to generally accepted professional practices which are standard within the industry. To the extent permitted by law, Contractor makes no other warranty, express or implied, such as warranty of merchantability, fitness for purpose or non-infringement.
14. Non-solicitation. During the term of this Agreement and for one year thereafter, each party agrees not to directly or indirectly or on behalf of any other person, solicit any employee or consultant engaged or employed by either party or any affiliate of either party for the purpose of hiring such employee or consultant.

15. Independent Contractor. Nothing in this Agreement will be construed to make a party an employer, employee, agent or partner of the other. All of the services to be performed by the Consultant under this Agreement will be performed as an independent contractor. The Consultant will perform such services under the general direction of the Client, but the Consultant will have sole discretion to determine the manner, method and means of performing such services subject to the provisions of this Agreement. The Consultant will be responsible for and will pay all unemployment, social security and other payroll taxes, and all worker's compensation claims, worker's compensation insurance premiums and other insurance premiums, with respect to the Consultant and the Consultant's employees. The Consultant will have no authority to make any contract in the name of or otherwise to bind the Client or any of its Affiliates. An Affiliate of a party is (1) any other company which controls a majority of the voting shares of the party, (2) any company a majority of whose voting shares are controlled by the party, and (3) any company a majority of whose voting shares are controlled by a company that controls a majority of the voting shares of the party.

16. Legal Fees. If legal proceedings are instituted by either party to enforce any provision of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees, court costs and ancillary expenses.

17. Notices. Notices hereunder will be delivered to the address as stated on the header of this agreement and will be effective as follows:

(a) Every notice required by this Agreement to be given by either Party shall be in the English language, and may be delivered in person or may be sent by courier, facsimile, express mail, or postage prepaid certified or registered air mail (or its equivalent under the laws of the country where mailed), addressed to the Party for whom it is intended, at the address specified below. Either Party may change its address for notice by giving notice to the other Party of the change.

(b) Any written notice will be effective no later than the date actually received. Unless provided otherwise herein, notice by courier, express mail, certified mail, or registered mail will be effective on the date it is officially recorded as delivered by return receipt or equivalent;

18. Termination. This Agreement may be terminated as follows: (a) Immediately by Client Solutions Limited Services giving written notice to the Client in the event that: (i) The Client fails to make any payment due to Client Solutions Limited Services in accordance with this Agreement; or acts in breach of any other provision in this Agreement; or (ii) The Client fails to remedy any other breach of the provisions of this Agreement within 7 days of Client Solutions Limited Services giving notice of such breach to the Client; or (iii) The Client makes any composition with its creditors or becomes insolvent or ceases to trade or enters into liquidation, winding up, receivership or administration. (b) by Client Solutions Limited Services or the Client giving to the other four [4] weeks' notice in writing; or (c) by the Client forthwith on giving written notice to Client Solutions Limited Services in the event that the Consultant commits any act, which would have entitled the Client in law to dismiss the Consultant without notice, had the said Consultant in fact been an employee of the Client. Termination of this Agreement shall not relieve Client of its obligation to pay for all such fees and charges incurred, up to and including the date of termination.

19. Entire Agreement and Amendment. This Agreement embodies the entire agreement between the parties, and supersedes all prior agreements, whether written or oral, relating to the subject matter herein. Any amendment hereto will be in writing and executed by the duly authorized representatives of each party.

20. Choice of Law. This Agreement shall be construed in accordance with the laws of Ireland.

21. Severability. If any provision of this Agreement shall be held invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be replaced by such valid provision as most closely approximates the intention underlying it.

22. Headings. The section headings used in this Agreement are for convenience only and will not affect the construction or interpretation of this Agreement.

23. Force Majeure. Failure of any party to perform any obligation under this Agreement caused by governmental restrictions, labour disputes, emergency, unavailability of services or materials, or other causes beyond the reasonable control of the party and which could not have been avoided by the party's use of due care shall not be deemed a breach of this Agreement, and if any time period for performance is involved, such period shall be deemed extended according. If such delay or failure continues for a period of 20 days, either party will be entitled to terminate the Agreement by notice in writing at the end of that period.

24. Liability. Notwithstanding anything contained herein to the contrary, The Consultant shall be liable for damages to persons or tangible property (including death) to the extent caused by the Consultant or it's servants, agents, employees or other persons acting on

behalf of the Consultant, while on any premises owned, leased, operated or controlled by the Client, to the limits of the Consultant's primary liability insurance. To the extent permitted by law, neither Contractor nor any of Contractor's successors or assigns shall be liable for and the Client is not entitled to any indirect, special, incidental, consequential, punitive or exemplary damages of any nature including without limitation removal, reinstallation costs, procurement costs, costs of cover, loss of use, loss of profit or revenue, business interruption, loss of data, promotional or manufacturing expenses, overhead, injury to reputation or loss of customers even if the Contractor has been advised of the possibility of such damages. To the extent permitted by applicable law, the Client's total recovery from the Contractor for any direct damages will not exceed the total amount paid by the Client for Client Solutions Limited services performed under this Agreement during the twelve-month period immediately preceding the event giving rise to the liability. The Contractor will not be liable for any loss or damage arising out of significant changes to, or errors, omissions or inaccuracies in the information provided by the Client. The Contractor is also not liable for any claims based on Contractor's compliance with Client's designs, specifications, or instructions.

25. The Client acknowledges they have read this Services Agreement and agrees that it is the complete and exclusive statement of the agreement between the Parties, and supersedes all prior proposals and understandings, oral and written, relating to the subject matter of this Services Agreement. This Services Agreement shall not be modified or rescinded except in writing signed by the Parties. The terms and conditions of any present or future documents submitted by the Client which conflicts with, or in any way purports to amend this Services Agreement, are specifically objected to by the Client and shall be of no force or effect.

Last Revised: 17th August 2018