

GENERAL TERMS AND CONDITIONS

of Levin Sources Limited, incorporated and registered in England and Wales with company number 7162292 and registered office at Quern House, Mill Court, Great Shelford, Cambridge, CB22 5DL (the "**Supplier**").

GENERAL:

1. These general terms and conditions:
 - (a) shall apply to all service contracts between the Supplier and its customers (each a "**Service Contract**") unless expressly agreed otherwise by the Supplier in writing;
 - (b) are intended to be read in conjunction with specific terms of contract prepared in relation to the applicable Service Contract(s) ("**Specific Terms**"), but shall still apply even if no such specific terms of contract are prepared; and
 - (c) shall apply to any and all customers pursuant to a Service Contract, whether or not such customers are defined in any Specific Terms (each a "**Customer**").

PROVISION OF SERVICES:

2. Supplier shall provide its services using reasonable care and skill in accordance with any Specific Terms or, in the absence of any Specific Terms or clear instructions in any Specific Terms:
 - (a) consistent with any standard services provided by the Supplier; and/or
 - (b) any relevant trade custom, usage or practice; and/or
 - (c) such methods as the Supplier shall consider appropriate on technical, operational and/or financial grounds.
3. The Supplier may delegate all or part of the services to an agent or sub-contractor and the Customer authorises Supplier to disclose all information necessary for such performance to the agent or sub-contractor.

CUSTOMER'S OBLIGATIONS:

4. Save as may be expressly notified in writing, the Customer warrants that each of its representative(s) who: (i) liaise with the Supplier's representative(s) to agree Specific Terms and any variations thereto is duly authorised to negotiate and contract on its behalf; and (ii) liaise with the Supplier's representative(s) in the performance of the Service Contract is duly authorised to do so.
5. The Customer shall:
 - (a) cooperate with the Supplier and comply with all reasonable requests of the Supplier required to enable the Supplier to perform its obligations

under the Service Contract. Such cooperation with regard to communication and marketing shall include but not be limited to allowing the Supplier to:

- a. Use the Customer's logo (including providing a high-resolution png version) as part of the Supplier's client list on promotional material, including printed collaterals, pitches, bids, presentations, .com, social media, newsletter etc.;
 - b. Obtain and/or take pictures of the Customer's activities; and
 - c. Mention the Customer in press interviews and/or provide a case study of the work done for the Supplier and/or use a short project description across marketing.
- (b) obtain and maintain all necessary licenses and consents and comply with all relevant legislation as required to enable the Supplier to perform its obligations under the Service Contract.
6. The Customer shall use its reasonable endeavours to provide the Supplier with such information as the Supplier shall reasonably request from time to time regarding the Customer's implementation of recommendations made in connection with the Service Contract.
 7. The Customer shall not, without the prior written consent of the Supplier, solicit or entice away from the Supplier or employ or attempt to employ or contract any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier.

FEES AND PAYMENTS:

8. The Customer shall pay the Supplier's fees in accordance with the Specific Terms. Fees not established between the Supplier and Customer in any Specific Terms shall be at the Company's daily rates (which are subject to change).
9. If a fixed fee is agreed with the Customer, the Supplier shall state the scope of work and other relevant terms on which the fixed fee is based. If these terms are not met, the Supplier will be entitled to adjust the fee to reflect the change of circumstances.
10. All fees are subject to Value Added Tax (VAT) if applicable or similar taxes, which is payable by the Customer. Third-party costs may also attract VAT or similar taxes. The Supplier's invoices are to be paid free of any withholding or deduction in respect of taxes or duties. If the Customer is required by law to withhold or deduct tax, the amount of each invoice is to be treated as increased to the extent necessary so that, after any withholding or deduction, the Supplier receives a net sum equal to the amount of the relevant invoice.
11. The Supplier's fees are inclusive of the Supplier's own labour costs only and exclude all expenses and disbursements reasonably incurred by the Supplier (and the individuals or sub-contractors whom the

Supplier engage) in connection with the Service Contract. The Supplier will endeavour to agree expenses and disbursements in advance with the Customer by mutually agreeing an expenses budget.

12. Upon the Supplier and the Customer mutually agreeing an expenses budget, the Customer shall pay in advance the whole amount of the expenses budget to the Supplier prior to any expenses actually being incurred. In the event that the expenses actually incurred by the Supplier differ from the expenses budget, such difference shall be either discounted from or added to, as the case may be, the next invoice issued by the Supplier.
13. If the Supplier incurs any additional costs on behalf of the Customer notwithstanding those detailed above, these disbursements will be charged to the Customer in addition to the fees.
14. The Supplier may request further deposits or monies on account of costs to be incurred, and the Customer shall pay on demand such amounts.
15. The Supplier may increase its daily rates on an annual basis with effect from each anniversary of the date of this agreement in line with prevailing market conditions.
16. The Supplier shall invoice the Customer on a monthly basis or as otherwise agreed in the Specific Terms.
17. The Customer shall pay each invoice submitted to it by the Supplier within 15 calendar days of receipt by it of the relevant invoice in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Payments shall be made to a bank account nominated in writing by the Supplier from time to time.
18. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sum due under the Service Contract and/or Specific Terms on the due date:
 - (a) the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and
 - (b) the Supplier may suspend or terminate provision of its services until payment has been made in full.

LIABILITY AND INDEMNIFICATION:

19. The liability of the Supplier in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency) for each month of the Service Contract, whichever is the lesser.
20. The Supplier shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of

goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party that may be incurred by the Customer in respect of the services provided.

21. In the event of any claim, Customer must give written notice to the Supplier within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Supplier shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:
 - (a) the date of performance by the Company of the service which gives rise to the claim; or
 - (b) the date when the service should have been completed in the event of any alleged non-performance.
22. Customer shall guarantee, hold harmless and indemnify the Supplier and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any Service Contract.

TERMINATION AND ITS CONSEQUENCES:

23. Without affecting any other right or remedy available to it, Supplier or Customer may:
 - (a) terminate this agreement on giving not less than one month's written notice to the other;
 - (b) terminate this agreement with immediate effect by giving written notice to the other if the other is in material or persistent breach of any terms of this agreement or enters any form of bankruptcy, insolvency, consolidation or any analogous situation indicating that it might have difficulty paying its debts.
24. On termination or expiry of this agreement:
 - (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and the Supplier may submit its final invoice which shall be payable immediately on receipt;
 - (b) should the Customer have advanced sums on account, the Supplier shall deduct from this any sums due pursuant to sub-clause (a) above and return the balance sums to the Customer forthwith; and
 - (c) each Party shall return any and all property belonging to the other.
25. Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiry, including (without limitation) the Miscellaneous provisions below and the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

MISCELLANEOUS:

26. Entire Agreement: When read together with any Specific Terms these general terms and conditions shall constitute the full and entire understanding and agreement with regard to the subjects hereof, superseding any other agreement or understanding, oral or written, with respect to the matters contemplated hereby. In the event of a conflict the Specific Terms shall take precedent.
27. No Partnership: Nothing in a Service Contract shall constitute or be deemed to constitute a partnership and neither Supplier nor Customer shall represent themselves as the agent or employee of the other for any purpose whatsoever.
28. Confidentiality: The terms and conditions of this agreement and any Specific Terms and all related documents and the negotiations relating thereto, as well as all documents and negotiations subsequently generated relating to the performance of the Service Contract, are strictly confidential, and no disclosure relating thereto shall be made or issued by or on behalf of the Supplier or the Customer to any third party (other than their professional advisers, to the Supplier's sub-contractor or as required by a court of law or other judicial body), except in the terms and at the time agreed in writing between them. The Supplier may however identify the Customer by name and provide basic details of any work done for it in its promotional material, including when making bids for future contracts, provided that this does not entail breaching confidentiality as aforesaid.
29. Intellectual Property Rights: The Supplier shall retain ownership of all copyright, trademark and associated rights ordinarily considered to be intellectual property rights in all work products that it produces pursuant to a Service Contract and the Customer shall have a non-exclusive, fully paid up, royalty-free, worldwide licence to copy and use the work products for the purposes of its business.
30. No assignment: Neither Supplier nor Customer shall assign, delegate or transfer or purport to assign or transfer any of its rights or obligations under this Agreement unless with the prior written consent of the other Party.
31. Force Majeure: Neither Supplier nor Customer shall be in breach of any Service Contract or be liable for damages or otherwise by reason of any delay or failure in performance of any of its obligations, if and to the extent that such performance is prevented by reason of an event of force majeure, i.e. any event, occurrence or circumstance, or combination of events, occurrences or circumstances, which is beyond the reasonable control of the party affected thereby (including, without limitation, any third party failing to perform or cooperate in connection with a Services Contract).
32. Third Party Rights: No person other than the Parties may enforce this Agreement or have any right under it pursuant to the Contracts (Rights of Third Parties) Act 1999.
33. Counterparts: A Service Contract may be executed in any number of counterparts, each of which when duly signed, shall constitute an original and all of which when

taken together shall constitute one and the same instrument.

LAW AND JURISDICTION:

34. All Services Contracts shall be governed by English law and Supplier and Customer submit to the exclusive jurisdiction of the English Courts for resolution of any disputes arising in connection therewith. Any legal process may be served at the address given for the Supplier or Customer (as the case may be) in any Specific Terms in addition to as otherwise permitted by law.