

Harlin Ltd Standard Terms and Conditions (“Terms and Conditions”)

1. Definitions

- 1.1. Harlin Ltd, Commencement Date and Completion Date shall have the meanings set out in the services agreement
- 1.2. Price shall mean the sum of all fees and expenses identified in the services agreement.
- 1.3. Project shall mean the work program identified in the services agreement.
- 1.4. Agreement shall mean the contract formed by the Client's acceptance of this Agreement on the terms set out and referred to in these Terms and Conditions.
- 1.5. Client shall mean the person or organisation named in the services agreement that is to receive and pay for the services defined in the Project.
- 1.6. Parties shall mean Harlin Ltd and the Client
- 1.7. Background IP shall mean all technical know-how and information known to either of the Parties at the date of this agreement together with all intellectual property rights owned by or licensed to the Parties at the date of this agreement, all technical know-how and information and intellectual property rights owned by or licensed to the Parties which is not Foreground IP.
- 1.8. Foreground IP shall mean all information, know-how, results, designs, inventions and other matters capable of being subject to intellectual property rights which are conceived and first reduced to practice or writing or developed in whole or in substantial part in the course of this Project.

2. Duration and Termination

- 2.1. This Agreement shall commence on the Commencement Date and Harlin Ltd will use its reasonable endeavours to complete the work by the Completion Date, or such other date as may be agreed by the Parties in writing.
 - 2.2. This Agreement may be terminated by either Party given 30 days written notice to the other or as specified in the services agreement.
 - 2.3. If Harlin Ltd become unavailable to work on this Project the Agreement may be terminated by either Party given 30 days written notice to the other Party.
 - 2.4. Harlin Ltd may also terminate forthwith the Agreement if the Client
 - a) commits a material breach of the Terms and Conditions of the Agreement and in the case of a breach capable of remedy with 30 days does not remedy the breach within 30 days notice from Harlin Ltd specifying the nature of the breach and the requirement to remedy the breach; or
 - b) compounds or makes agreements with its creditors or goes into liquidation or a receiver or administrative receiver or administrator is appointed in respect of the whole or any part of its business or assets or if any similar event occurs.
 - 2.5. On termination of this Agreement the Client will pay to Harlin Ltd
 - a) any payment which was due to Harlin Ltd prior to the date of termination but which was not paid prior to termination, and
 - b) a proportion of the next payment falling due after the date of termination reflecting Harlin Ltd's actual expenditure on the Project prior to the date of termination and any commitments entered into by Harlin Ltd which cannot be cancelled.
3. **Continuation.** At the Completion or Termination of this contract Harlin Ltd is under no obligation to accept further Agreements, projects, or work of any kind from the Client and the Client is under no obligation to offer Harlin Ltd or any of its employees any further Agreements, projects or work. Any subsequent Agreements between Harlin Ltd and the Client shall be subject to separate negotiation and Terms and Conditions.

4. Price

4.1. The Price stated in the services agreement are quoted on a daily basis. A day shall mean up to seven hours work. Any hours worked beyond seven hours in a day shall be charged pro-rate to the Client unless otherwise agreed in writing with Harlin Ltd.

4.2. Harlin Ltd retains the discretion to charge for any reasonable costs incurred in connection with any variation in or delay to the Project resulting from the Clients instructions or lack of instructions or delay in providing information or materials that in the reasonable opinion of Harlin Ltd are required to complete the Project.

5. Payment

5.1. The Client shall pay the sums described in the services agreement to Harlin Ltd in consideration of the services provided under the Project by Harlin Ltd to the Client.

5.2. All sums due under this agreement:

- a) are exclusive of Value Added Tax which where applicable will be paid by the Client to Harlin Ltd in addition to any rate quoted as detailed in the services agreement;
- b) shall be paid by the Client to Harlin Ltd no more than 30 days after the receipt of Harlin Ltd's invoice;
- c) shall be paid in Sterling by the Client in accordance with the instructions set out in Harlin Ltd's invoice. All payments shall quote Harlin Ltd's invoice reference.

6. Confidential information

6.1. Each party shall abide by the terms of any confidentiality agreement or non disclosure agreement that may be in place between them.

7. Intellectual Property

7.1. All Background IP used in connection with the Project shall remain the property of the Party who introduces it to the other Party. No Licence is granted to either Party's intellectual property.

7.2. All Foreground IP generated during the Project and within scope of the project outlined in section B shall be the sole property of the Client who may use such generated foreground IP as it considers appropriate. At the request and expense of the Client Harlin Ltd shall execute such documentation as may be necessary to transfer the title to and apply for patents or other protections for such foreground IP.

7.3. Foreground IP developed by Harlin Ltd outside the scope of this Agreement shall remain the property of Harlin Ltd.

8. **Amendment.** No variation, amendment or addition to the terms of this Agreement can be made or agreed unless it is in writing and signed by a representative of Harlin Ltd.

9. Independence.

9.1. This Agreement is not intended to establish and shall not be constructed by either Client or Harlin Ltd as establishing any form of business partnership or relationship of principal and agent or employer and employee between the Parties. Neither shall one party use the name, logo or registered image of the other party or the name of any employee of the other party for any purpose without the written permission of the other party.

10. **Time and location.** Unless otherwise specified the services agreement, Harlin Ltd shall determine the time and the location at which Harlin Ltds employees shall carry out the Project and the number of hours per week required to complete the project.

11. **Substitution.** Harlin Ltd reserves the right to substitute the any employee or employees delivering part or all of the Project with another representative of Harlin Ltd provided that the Client is satisfied that the proposed substitute has the necessary skills, experience and training to complete the Project and fulfil this Agreement and be bound by therms of this Agreement.

12. Warranties, Liability and indemnities

12.1. Harlin Ltd shall not be liable for any loss, destruction or damage to items or property provided by the Client to Harlin Ltd on whatever terms in connection with the Project.

- 12.2. Each of the Parties acknowledges that in entering into this Agreement it does not do so in reliance on any representations warranty or other provisions except as expressly provided in this Agreement and any conditions warranties or other term implies by statute or common law are excluded from this Agreement to the fullest extent permitted by Law.
- 12.3. Harlin Ltd expressly does not warrant that any results or objective whether stated in this Agreement or not shall be achieved, be achievable or be attained at all by a given Completion date or any other date.
- 12.4. Harlin Ltd's liability under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the contract Price paid to Harlin Ltd under this Agreement.
- 12.5. Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economics loss or other loss of turnover, profits, business or goodwill.
- 12.6. The Client shall indemnify and hold harmless Harlin Ltd from and against all Claims and Losses arising from loss, damage, liability, injury to Harlin Ltd employees and third parties, infringement of third party intellectual property, or third party losses by reason of or arising out of any information, device or product supplied to the Client by Harlin Ltd and its employees, or supplied to Harlin Ltd by the Client within the scope of this Agreement. "Claims" shall mean all demands, claims, proceedings, penalties, fines and liability of any nature; and "Losses" shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.
13. **Export.** The Client is responsible for obtaining any permission or licence in relation to export transactions at its own expense and for complying with any applicable export laws and regulations in force within the United Kingdom and any the country in which the project maybe undertaken.
14. **Notices.**
- 14.1. Any notices required to be given under this Agreement shall be in writing sent by first class mail to the addresses specified in the services agreement. They will be deemed to have been received 2 working days after posting.
- 14.2. Receipt of a purchase order from the Client for the Prices set out in this Agreement will be taken as agreement to the Terms and Conditions of this Agreement.
15. **Force Majeure.** Harlin Ltd shall not be liable under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond its reasonable control, including without limitation any delays or failures by the Client to give adequate instructions or approvals, any act of god, government actions, war, fire, explosion, flood, import or export regulations or embargoes, labour disputes or inability to obtain, or a delay in obtaining supplies, of goods or labour.
16. **Assistance and delay by Client.** The Client shall provide all information and materials sufficient in the reasonable opinion of Harlin Ltd to enable Harlin Ltd to proceed with the Project on or after the Commencement date. If at any time in the reasonable opinion of Harlin Ltd such information and or materials are not provided in a timely fashion then Harlin Ltd may alter the Commencement date or the Completion date or terminate the Agreement as provided for in this Agreement.
17. **Jurisdiction.** This Agreement shall be governed by English Law and shall be subject to the nonexclusive jurisdiction of the English courts to which the Parties hereby submit.
18. **Right to Offer Services.** Nothing in this Agreement shall exclude or restrict Harlin Ltd from providing similar or identical services to any other entity of any kind.
19. **General.** If any provision of these Terms and Conditions is held by any competent authority to be illegal, void, voidable, invalid, unenforceable or unreasonable in whole or in part it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the validity of the other provisions of these Terms and Conditions and the remainder of the provision in questions shall not be affected. Failure by the Harlin Ltd to enforce or partially enforce any provision of these Terms and Conditions will not be constrained as a waiver of any rights under these Terms and Conditions.