

Aligned Agility Limited General Conditions of Contract

1 Definitions

In these Conditions and any associated Proposal:

- 1.1 'We' means Aligned Agility Limited.
- 1.2 'You' means the client company, individual, partnership or organisation to whom the Proposal is made.
- 1.3 'Proposal' means the proposed schedule of Work
- 1.4 'Work' means the work or services we agree to perform under the Contract.
- 1.5 'Contract' means the contract between us to which these Conditions apply and includes any terms set out in the Proposal.

2 Confidentiality

2.1 Each of us shall take all reasonable measures to hold in confidence all information and ideas obtained from the other party that are identifiable as confidential or secret. This confidentiality obligation shall remain for three years from the date of the Contract. This condition does not apply to ideas and information that (i) are in or enter the public domain other than by breach of this agreement, or (ii) are already in the possession of the receiving party at the date of the Contract or are independently developed by it, or (iii) are rightfully obtained by the receiving party from a third party having the full rights to disclose, or (iv) are required to be disclosed by law.

2.2 We illustrate our professional capabilities by describing past client work for example in case studies and marketing materials both online and offline. These are generic descriptions without identifying the client by name. We do however refer to past clients by name in qualification statements to prospective clients but do not reveal confidential or secret information. We assume, unless otherwise agreed in writing, that you are happy for us to present our work for you in these ways.

3 Intellectual Property Rights (IPR)

3.1 All pre-existing IPR, including but not limited to, know-how, ideas, innovations, creations, designs, models, frameworks, and methods shall remain the property of their respective owners.

3.1 Except where explicitly agreed in writing all IPR arising out of this Contract shall be owned by the originating party. In cases where IPR arising from our collaboration is such that individual contributions cannot reasonably be separately identified such arising IPR shall be jointly owned by the parties. Such arising IPR shall be exploited thereafter for the equitable mutual benefit of the owning parties under terms to be agreed in writing on a case-by-case basis.

4 Client Responsibilities

4.1 We may from time to time require contributions from you such as instructions, information, access to personnel and facilities or otherwise in order to carry out the Contract. If we incur extra costs because of delay in receiving such contributions, you agree to pay all reasonable additional charges arising from such delay.

4.2 If you do not make payments promptly in full as they fall due to us or you fail to perform any other obligation that you have to us, we shall be entitled to suspend our work for you and will notify you in writing of any such suspension. Following such suspension we shall use reasonable endeavours to negotiate with you a solution to any issue that has given rise to the suspension.

4.3 If you are late in making payment of due sums, we reserve the right to charge interest at a rate of 3% over HSBC Bank's UK base rate.

4.4 The provisions of Clauses 4.1, 4.2 and 4.3 above shall be without prejudice to any other right we may have and will not give rise to any additional liability on our part.

5 Liability

5.1 If causes outside our reasonable control give rise to a delay in meeting, or our failing to meet, our obligations under the Contract, then we shall not be held liable. In the event of any such delay the time for carrying out the Contract shall be extended accordingly. We will use our reasonable endeavours to complete the work in the estimated time but cannot guarantee to do so.

5.2 Our recommendations and any written material we provide will be our best professional opinion based upon the information available to us but we can give no warranty concerning their use or that the results will fully meet the objectives sought.

5.3 Our liability for loss or damage, if any, howsoever caused, shall not be greater than the amount paid to us for the services rendered and you agree to indemnify and hold us harmless from any costs or liabilities in excess thereof.

6 Termination

6.1 Either of us may terminate the Contract for any reason by 28 days or more notice in writing. The parties will agree a reasonable programme of work for the period up to the date of termination.

6.2 Either of us may terminate the Contract forthwith if the other party (a) commits a breach of the Contract that is incapable of remedy or (b) fails to remedy any other breach of the Contract within fourteen days of receiving notice of such a breach or (c) commits an act of bankruptcy, has a petition for its winding-up presented that is not discharged within fourteen days, suffers the appointment of an administrator or receiver for all or any part of its business or assets, enters into any arrangement or composition with its creditors or takes or suffers any similar action in consequence of debt.

6.3 Termination shall not affect any rights that either party has accrued up to and on termination.

6.4 In the event of termination you shall pay us for any Work carried out up to termination on the basis of time and expenses incurred. Where you terminate as in Clause 6.2 above you shall also pay us for any unavoidable costs incurred thereafter by us as a result of such termination. The total due to us under this clause shall not exceed the unpaid balance of the latest agreed Contract price.

7 Changes to Terms and Conditions

The terms of the Contract may be altered only by agreement in writing.

8 Severability

If any provision or part of any provision in the Contract shall be invalid or unenforceable for any reason then the parties shall meet promptly to discuss in good faith and agree an alternative that secures, as nearly as possible, the same commercial effect as the original. In such circumstances the remaining provisions or part provisions in the Contract shall remain unaffected.

9 Entire Agreement

The Contract constitutes the entire agreement between the parties. In entering into the Contract, no party may rely on any representation, warranty or other assurance made by or on behalf of any other party before the date of the Contract and each party waives all rights and remedies which but for this Clause might otherwise be available to it in respect any such representation, warranty or assurance.

10 Governing Law and Jurisdiction

This Contract including resolution of any disputes arising shall be governed by and construed in accordance with the Laws of England.