

SOCOTEC UK BUILDING PATHOLOGY TERMS & CONDITIONS

ASSUMPTIONS AND CLARIFICATIONS

1. Collateral Warranties are excluded from the fee calculation above. If Collateral Warranties are required, additional fees will apply. Note that we can agree to a maximum of two Collateral Warranties per project.
2. The Company undertakes to maintain Professional Indemnity Insurance in the amount of £1m, in the aggregate in respect of construction related activities, for a period up to 6 years after completion of SOCOTEC services.
3. The liability limit for negligent performance arising out of a single Contract shall not exceed £250,000, or ten times the value of the Contract, whichever is less.
4. Client requirements for increases to these PII levels and durations may incur additional fees.
5. If the execution of a deed signature is required, an additional fee of £750 will apply to cover the associated administrative and legal costs.
6. All time-based fees will be invoiced at the month end for work completed to date and are based on the hourly rates specified in this fee proposal letter.
7. This fee proposal is valid for 60 days from the date of issue. On receipt of written confirmation of your order (an email is acceptable) and relevant project information, we will commence work. Written acceptance (inclusive of email) is legally binding and confirms acceptance of this fee proposal (or sub-scope, if indicated), inclusive of these Terms and Conditions.
8. All orders should state the contact and address for invoices and, where required, the address to which the invoice is to be copied.
9. Any extended service required of us due to prolonged involvement, substantial changes in the design or the level of documentation required would be charged according to our time-charge rates. Agreement would be sought prior to carrying out any additional work.
10. The Services do not include design consultancy, accordingly SOCOTEC recommends that the Client obtains advice from an architect or other appropriately qualified professional in respect of any proposed designs.
11. SOCOTEC shall not be obliged to undertake any action which damages or risks damage to the Property or injury to any person (including any person carrying out the Services on behalf of SOCOTEC).
12. In carrying out any survey of the Property, the inspection will not include areas which are covered or not reasonably accessible. SOCOTEC is not obliged to remove anything which may be obstructing an inspection, for example, floor or wall coverings, furniture or vegetation.
13. If in carrying out the Services the Client requests or consents to SOCOTEC moving any item, removing any covering, making any aperture, cutting into any items or taking any samples, the Client:
 - i. warrants that it has the consent of the owner and any person having an interest in the Property and applicable items;
 - ii. shall be responsible for making good any damage or re-instating any item; and
 - iii. shall indemnify SOCOTEC against all claims, liabilities, losses and expenses arising from such actions.
14. The Client shall:
 - i. provide SOCOTEC with such information as SOCOTEC may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - ii. provide SOCOTEC, its employees, agents, consultants and subcontractors, with access to the Property as reasonably required by SOCOTEC to allow the Services to be carried out;
 - iii. prepare the Property to allow SOCOTEC to carry out the Services (including, as appropriate, removal of furniture, floor and wall coverings and lifting floor boards);

- iv. obtain and maintain all necessary licences, permissions and consents which may be required to allow SOCOTEC to access the Property and carry out the Services, in each case before the date on which the Services are to start at the Property;
- v. notify SOCOTEC in writing prior to the commencement of the Services of any materials hazardous to human health at the Property (including asbestos) and any other dangers in respect of the property that are not immediately apparent;
- vi. prior to the commencement of the Services, provide to SOCOTEC any health and safety risk assessments which exist in respect of the Property or any parts of it and any asbestos risk register in respect of the Property;
- vii. keep all materials, equipment, documents and other property of SOCOTEC (SOCOTEC Equipment) at the Client's premises in safe custody at its own risk, not do anything which is detrimental to the condition of SOCOTEC Equipment, and not dispose of or use the SOCOTEC Equipment other than in accordance with SOCOTEC's written instructions or authorisation;
- viii. obtain all necessary consents for the use of a drone in the location of the Property, where in the reasonable opinion of SOCOTEC a drone is required in connection with the Services;
- ix. provide (at its own cost) any scaffolding or cherry picker, where in the reasonable opinion of SOCOTEC such equipment is required in connection with the Services; and

15. In performing invasive investigation work, unavoidable damage may occur. Whilst reasonable effort will be made to minimise such damage, the Company shall not be liable for any unavoidable damage or any reinstatement works required

GENERAL T&Cs

1. General

- a. The 'Company' shall mean SOCOTEC UK Limited.
- b. The 'Services' shall mean the works detailed within (i) the document entitled 'Scope of Services' or
- c. The Company will supply the Services to the Client
- d. The 'Quotation' provided to the Client, either of which shall be undertaken in accordance with the 'Service Agreement'.
- e. The 'Service Agreement' details the conditions that specifically apply to the Services detailed within the 'Quotation' and Scope of Service document, unless otherwise stated within the 'Quotation' or 'Scope of Service Document', and shall be treated as an extension to these Terms and Conditions of Business and or/any other terms and conditions subsequently agreed between both parties.
- f. The 'Quotation' means the quotation, tender submission or other like document (in whatever form) produced by the Company and issued to the Client. The 'Quotation' shall remain open for the period expressly stated within it. Should the 'Quotation' and these Terms and Conditions not be accepted within the timescales stated within the 'Quotation', the Company reserves the right to amend or withdraw the offer. All 'Quotations' are also subject to the Company obtaining satisfaction that the Client is capable of fulfilling their obligations under the payment provision of these conditions. The Company has not allowed at the Contract Date for any future cost or time impact of Coronavirus on the Prices, the Completion Date or the Key Dates.
- g. The 'Contract' shall comprise the i) The Quotation, ii) the Scope of Service, iii) the SOCOTEC UK Limited Terms and Conditions of Business or any other Terms & Conditions agreed in accordance with Clause 1(k) and 1(l), iv) the Service Agreement, and v) any other document issued in accordance with Clause 1(k) and Clause 1(l), following written instruction to proceed with the Quotation by the Client, which shall be deemed as the Client's acceptance of the Quotation.
- h. The 'Construction Act' means the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009. The Construction and Regeneration Act applies.
- i. Unless otherwise expressly agreed in writing signed by one of the Company Directors, or other authorised official, the Company shall supply the Services only upon the Terms and Conditions of Business herein, which shall prevail over any conflicting terms, conditions or stipulations contained in any document originated by the Client.
- j. If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected and if any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were rectified, the parties shall negotiate in good faith to rectify such provision such that, as rectified, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
- k. In accordance with the principles of the UN Global Compact, SOCOTEC UK Limited embraces, supports and enacts, within its sphere of influence, a set of core values in the areas of human rights, labour standards, the environment and anticorruption and requests and encourages Client companies to do likewise. The ten principles are:

Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights;

Principle 2: Businesses should make sure that they are not complicit in human rights abuses;

Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

Principle 4: The elimination of all forms of forced and compulsory labour;

Principle 5: The effective abolition of child labour;

Principle 6: The elimination of discrimination in respect of employment and occupation.

Principle 7: Businesses should support a precautionary approach to environmental challenges;

Principle 8: Businesses should undertake initiatives to promote greater environmental responsibility;

Principle 9: Businesses should encourage the development and diffusion of environmentally friendly technologies; and

Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery. The Company takes a zero-tolerance stance on bribery and corruption, and money laundering and terrorist financing. The Company conducts business in an honest and ethical way. The Company works with professionalism, fairness and integrity in all business activities and relationships, and implements and enforces effective systems to counter bribery and corruption, and money laundering and terrorist financing. All representatives acting on behalf of The Company are responsible for adhering to this policy. The Company upholds all laws relating to bribery and corruption, and money laundering and terrorist financing, in all the jurisdictions operated in. However, The Company remains bound by the laws of the UK - including the Bribery Act 2010 and Corporate Criminal Offences Act 2017 - regarding conduct at home and abroad. The Company reserves the right to withdraw from this contract if it is suspected that any of the laws applicable to the country in which it is operating are not being upheld.

- I. The Company's name shall not be used in connection with the Contract for purposes of publicity, promotion or advertising without the prior written approval of one of the Company's Directors, or other authorised official.
- m. No amendment or variation to the Contract will be binding on the Company unless the amendment or variation is issued in writing and is duly signed by an authorised officer of the Client and a Director of the Company.
- n. A Pandemic Event means the emergence, occurrence, reoccurrence or significant increase in cases of a disease that occurs on a regional or national basis including but not limited to coronavirus disease (COVID-19) prior to or following the date of this Contract (as the case may be) and/or the implementation by the UK Government and/or any UK public health authority and/or any construction industry professional or representative body of measures, guidance, rules, regulations or industry best practice in response to the Pandemic Event, where the same affects the execution of the Subcontract Works or any preparatory work thereto, including but not limited to shortages of labour or supervision, shortages of plant or materials due to delays in their manufacture, distribution or delivery, or any suspension of works, closure, or restricted access to the Site or amended working methods.
- o. Coronavirus is, collectively and individually, coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 virus (SARS-CoV-2), or any other or similar name given to the pandemic by the International Committee on Taxonomy of Viruses (ICTV), and includes any change in law or officially mandated or recommended restrictions, quarantines, social distancing requirements, transport, travel or other working bans or restrictions, imposed or recommended by a national government or similar, under the Coronavirus Act or otherwise, or by other official bodies due to or in connection with the pandemic.
- p. Unless otherwise directed, the Company may utilise cloud-based services with data centres located outside of the UK during the undertaking of our input. Should the project require alternative data handling methods, these should be specified to the Company at the commencement of our input.
- q. In the delivering of our input, any novel solutions or methods developed in the process of delivering the project remain the intellectual property of the Company and shall not be reproduced by you or used except for the purpose of supporting this particular project, unless the Company advance permission is received.
- r. SOCOTEC is green. In order to reduce emission, waste and protect our trees, the Company limits printing to a strict minimum and chooses not to provide hard copy documents and reports. All reports are issued electronically, unless otherwise agreed within our fee proposal. In lieu, for appointments, the Company uses secured e-signatures software when signing contract documents. If wet signatures are required, this will entail a charge of £400.

2. Our Obligations

- a. The Company shall perform the Services with reasonable skill and care.
- b. Any Report shall be factual only. The Company shall not interpret or comment upon the results detailed in a Report unless stated otherwise within the 'Quotation', or agreed in writing.

3. The Client's Obligations

- a. In order to enable the Company to perform the Services the Client shall within a reasonable time, and without charge:
 - i. Give adequate notice of the required commencement date;
 - ii. Obtain and provide the Company with all necessary information (including reports and other relevant documentation) in the Client's possession which relate to the Services and the project in relation to which the Services are being provided (the "Project");
 - iii. Provide the Company with all other information which may be reasonably requested;
 - iv. Provide the Company with the Client's decision, instructions, consents or approvals on or to all matters properly referred to the Client, in such reasonable time so as not to delay or disrupt the performance of the Company's Services; and
 - v. Instruct the Client's other professional advisers and Contractors to provide the Company with all necessary information and cooperation in relation to the Project.
- b. Where applicable the Client will, in relation to health and safety issues, comply with the obligations of the "Client" as detailed in the Construction (Design and Management) Regulations 2015.
- c. The Client shall provide all reasonable assistance to the Company so that the Company may comply with its contractual obligations.
- d. Where the Services or part of the Services are to be undertaken at a location other than the Company facilities. The Client shall ensure access to the location for the Company, its employees or agents as required. If the Company is unable to gain access to the location at the agreed or required time then the Company shall be entitled to charge the Client for any aborted time or additional costs in accordance with Clause 6(b) of these terms and conditions.

4. Liability

- a. The Company will maintain Professional Indemnity Insurance in an amount of 5 million pounds, and in the aggregate, in respect of construction related activities, for a period up to 6 years after completion of Socotec services, subject to it being available at commercially reasonable rates
- b. The Company shall not be liable for indirect losses, loss of profit or other consequential or economic loss of any kind suffered by the Client.
- c. Nothing in these terms acts to limit the Company's liability for death or personal injury resulting from the Company's negligence.
- d. The Company will not be liable for tort or delict in relation to the Services.
- e. No personal liability in Contract, tort or delict is accepted by any of the individual Directors or staff of the Company in relation to any acts, omissions or defaults arising out of the supply of the Services to the Client.
- f. Any claim for breach of Contract, breach of duty or negligence or otherwise arising out of or in connection with the Contract shall be brought against the Company within six years from the date of completion of the Services.
- g. The Company shall be indemnified by the Client against any liability for loss or damage and any other costs and expenses associated arising out of discrepancies, errors or omissions within any information provided to

the Company by the Client or from the execution of the Contract howsoever caused or incurred, except insofar as the same is caused by the negligence of the Company, its employees or agents.

- h. The Company shall maintain adequate insurances to cover its liabilities for the duration of the Contract and shall produce insurance certificates at the Clients request.
- i. In performing invasive investigation work, unavoidable damage to the building may occur. Whilst reasonable effort will be made to minimise such damage, the Company shall not be liable for any unavoidable damage, or any reinstatement works required.

5. Remuneration

- a. The Company's fee for undertaking the Services is defined in the Quotation (the 'Contract Price').
- b. The Company shall render invoices monthly unless otherwise detailed within the Quotation. The invoice constitutes a valid Application for Payment, specifying the sum that the Company considers to be due at the Due Date for payment (the 'Invoiced Sum') and the basis on which that sum is calculated.
- c. Where the Quotation is based on a schedule of rates, the Invoiced Sum will be valued by re-measurement against the unit rates detailed within the Quotation.
- d. Where the Construction Act does not apply to this Contract:
 - i. The Client must pay the Invoiced Sum within 30 days from the date of the invoice;
 - ii. Should the Client have any queries with the Invoiced Sum, the Client shall give written notice to the Company within 5 days from the date of the invoice detailing the calculation of the amount it considers due (the "Alternative Sum"). If the Client fails to give the aforementioned notice within the aforesaid period, the Invoiced Sum must be paid in full in accordance with Clause 5(d)(i);
 - iii. If the Client issues the notice under Clause 5(d)(ii) within the specified period then, the Client must pay the Alternative Sum within 30 days from the date of the original invoice; and
 - iv. If the Client fails to pay the Invoiced Sum or the Alternative Sum within 30 days from the date of the invoice, the Company may suspend the performance of its Services, including but not limited to withholding results and reports, under this Contract by giving not less than 7 days' notice in writing to the Client of its intention to do so and the reason(s) for doing so.
- e. Where the Construction Act does apply to this Contract:
 - i. The Due Date for payment by the Client shall be the date of the invoice;
 - ii. The Final Date for Payment, and the date at which the Invoice is considered 'late' is 30 days after the Due Date;
 - iii. The Client shall give notice in writing to the Company no later than 5 days after the Due Date for payment of the amount that the Client considers due, together with details of the calculation of that amount (the 'Notified Sum'). If the Client fails to give the aforementioned notice, the Invoiced Sum is deemed to be the Notified Sum;
 - iv. The Client must pay the Notified Sum by the Final Date for payment but not less than 7 days before the Final Date for payment the Client may give a further notice that he intends to pay less than the Notified Sum, stating the sum which he considers due at the date of the notice and the basis on which the lesser sum is calculated; and
 - v. If the Client fails to pay the Notified Sum or the lesser notified sum in accordance with Clause 5(e)(iv), by the Final Date for Payment, the Company may suspend the performance of its Services under this Contract by giving not less than 7 days' notice in writing to the Client of its intention to do so and the reason(s) for doing so.
- f. If the Client fails to pay the Invoiced Sum or Notified Sum or the lesser notified sum in accordance with Clause 5(e)(iv) by the Final Date for Payment, the Company shall be entitled to charge the Client interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on any overdue amount (the 'Debt') at the rate of 8% above Barclays Bank base rate for the period from the Final Date for

Payment until the date the Debt is discharged. Failure to pay the account within the agreed credit terms then the whole of the account shall become immediately due and payable.

- g. The Client shall pay in full, any interest charged in accordance with Clause 5(f).
- h. In the event of a lawful suspension of work, the Company shall have the right to:
- vi. Recover possession of and remove from the Client's premises all plant and equipment of any kind belonging to the Company and the Client shall afford the Company free access to the premises and such facilities as may be necessary to assist such recovery;
- vii. Raise additional charges in respect of all costs, expenses and disbursements properly and necessarily incurred by the Company in demobilisation and remobilisation; and
- viii. An extension of time for performance of the Services equal to the period during which the Services were validly suspended plus a reasonable time for remobilisation after the date of payment of the Notified Sum.
 - i. The Client is not entitled to set off any claim of any kind whatsoever against payment of the Contract price or other amounts owing to the Company.
 - j. Unless otherwise agreed in writing, all charges exclude VAT. The Client shall pay any applicable VAT at the rate ruling at the tax point in place at the date of the invoice in addition to the Invoiced Sum(s) and/or Notified Sum(s) payable.
 - k. The Client will make payment of the Contract Price in full concurrently when confirming their instruction to proceed, where the Client (i) does not have a credit account with the Company, or (ii) does not meet the credit requirements of the Company, when requested by the Company in advance.
 - l. All invoices shall be calculated in Pounds Sterling.. No other currency of payment will be accepted by the Company.
 - m. All invoices shall be made payable to 'SOCOTEC UK Limited'.

6. Additional Services and Charges

- a. The Client may request the Company to provide Additional Services that Agreement' Such Additional Services may arise out of, but are not limited to:
 - i. Changes in the scope
 - ii. Delay, defective performance by the Client and its Contractors;
 - iii. A written variation in the manner set out within clause 1(k);
 - iv. The Client's request to expedite early completion of the Services;
 - v. Unsatisfactory condition or unusual nature of the samples provided by the Client or of the testing environment, which were not reasonably foreseeable at the time of providing the 'Quotation';
 - vi. Re delivery of goods/equipment to the Client;
 - vii. Coronavirus stops, delays or otherwise hinders the Company from completing the whole or part of the works; and
 - viii. The Client's denial of access to and use of the whole or any part of the Site and/or instructs the Company to suspend the performance of any or all of the Company's obligations and/or to vacate the Site or any part thereof in order to prevent, delay, reduce, mitigate or as a precaution against the spread of or the effect of disease, epidemic or pandemic, including but not limited to Coronavirus.
- b. the Client shall pay for the Additional Services based on staff, materials, consumables and equipment costs expended (at cost plus 20% in respect of overheads and profit) together with any additional charges at cost plus 15% in respect of any Services supplied to The Company by Third Parties.

7. Time for Completion

- a. Unless a period of time or a date for completion of the Services is specifically stated within the 'Quotation', the Company shall be obliged only to complete the work within a reasonable time.
- b. Any estimate of the time likely to be required for completion of the Services is given in good faith for guidance only and the Company shall have no liability to the Client for compensation for any loss or damage arising if the Company does not complete the work within the time estimated.
- c. Turnaround times for testing services that we aim to achieve can be detailed in the quotation or scope of services if requested.

8. Termination and/or suspension

- a. The Client may, by giving not less than ten working days written notice, require the Company to suspend the Services ('Suspension of Services'). Following such suspension of services, the Client may, by giving not less than ten working days written notice, require the Company to resume the Services at any time within a period of three months from the date of suspension. In those circumstances the Company shall use all reasonable endeavours to resume performance of the Services as soon as possible. The time for performance of the Services shall be extended by a period equal to the period of suspension of Services plus a reasonable time for remobilisation after the date of an instruction in writing to resume the Services. If the Client does not request the Company to resume performance within such period, then the Company's appointment under the Contract shall be deemed to have terminated, and the provisions of Clauses 8(f) and 8(g) shall apply.
- b. The Client may determine the Contract in whole or part at any time by giving not less than ten days written notice to the Company.
- c. In the event of a breach of condition either party may give ten working day's written notice to the other setting out the acts or omissions of the other party relied upon as evidence of such breach of condition and notifying its intention to determine the Contract unless the other party takes reasonable and expeditious steps to remedy the breach during the notice period. The party giving the notice may on the expiry of the notice period without remedy of the breach determine the Contract forthwith by a further written notice.
- d. If the Client becomes bankrupt or shall be served with or issue a bankruptcy petition or if the Client being a company undergoes liquidation, otherwise than by voluntary liquidation for the purpose only of amalgamation or reconstruction, or if the Client shall enter into any arrangement or composition with his creditors or if a Receiver of the Client's assets or undertaking or any part thereof is appointed the Company may at its option determine the Contract and refuse to make any further performance of the Services without prejudice to any claim or right it may otherwise have or exercise.
- e. In the event of termination or suspension of Services, each party shall perform its obligations under the Contract fully during the notice period.
- f. Termination of the Company's appointment under the Contract, however it may arise, shall not affect the rights and remedies of either party in relation to any default of the other prior to such termination.
- g. In the event of the Services being suspended or terminated by the Client under Clause 8(a), 8(b), 8(c) or 9(a), or by the Company under Clause 5(h) 8(c), 8(d) or 11(a) then the Client shall pay:
 - i. The full cost of work undertaken by the Company up to and including the date of termination; and
 - ii. All expenses and disbursements properly incurred (or to be incurred) arising from such suspension or termination (including but not limited to the cost of engaging, redeploying or dismissing staff) and direct or indirect consequential loss.

9. Force Majeure

- a. Should the Company be prevented or hindered in supplying the Services or any part thereof, due to war, riot, explosion, flood, fire, strike, lockout, industrial dispute, industry shortage of materials or labour, equipment breakdown or any other cause whatsoever beyond the Company's control, the time for delivery or performance shall be extended by the period of time during which the said event prevented or hindered delivery or

performance. The Company shall use its reasonable endeavours to reduce the period of delay so far as practicably possible.

10. Intellectual Property Rights

- a. The copyright in the content of any reports, test results, data or any other such documents supplied by the Company as part of the Services shall remain vested in the Company, but the Client shall have a non-exclusive licence to copy and use any documents produced by the Company for the purpose for which they were prepared and provided by the Company, but for no other purpose, subject to payment having been made in full of all Notified Sums for the Services in accordance with Clause 5 of these Terms and Conditions.
- b. Unless otherwise agreed, any documents produced by and submitted to the Client by the Company may not be reproduced, except in full and in accordance with Clause 10(a) without the Company's written permission. Test results and/or data shall not be extracted by others for any purpose whatsoever without the Company's written permission.

11. Assignment and Sub Consulting

- a. Neither party shall assign, transfer, novate or in any other manner make over to any third party the benefit and/or burden of the Contract without the prior written consent of the other. In such circumstances, the party being requested to consent to assignment, transfer or novation of the Contract may elect to determine the Contract.

12. Communications

- a. Any notices to be given under this Contract shall be valid only if given in writing and:
 - i. Delivered and receipted by hand delivery; or
 - ii. Delivered via recorded post; or
 - iii. Issued and receipt acknowledged via email to the address of the other party as stated in the 'Quotation' or covering letter to the 'Quotation'.
 - iv. Email

13. Concession and Waiver

- a. Any concession or waiver allowed by either party to the other at any time does not prevent that party from subsequently exercising its full rights under these Terms and Conditions in other respects.

14. Contracts (Rights of Third Parties) Act 1999

- a. Notwithstanding any other provision of these Terms and Conditions nothing in these Terms and Conditions confers or purports to confer any right to enforce any of the Terms and Conditions on or by any person who is not a party to the Contract.
- b. The Client shall indemnify the Company against all liability (including the cost of defending unsuccessful actions by Third Parties) arising as a result of the Company undertaking testing work in strict accordance with the Client's instructions and which infringes or is alleged to infringe any rights of any third party not notified to the Company by the Client in advance of commencement of the Services.

15. Disputes

- a. **Negotiation.** The parties shall attempt in good faith to settle any dispute by discussion and negotiation, between the Senior Managers.
- b. **Adjudication.** Either party may refer a dispute arising under the contract to adjudication at any time in accordance with the Construction Industry Council Model Adjudication Procedure.
- c. **Litigation.** All disputes arising under or in connection with the Contract, which cannot be resolved by negotiation, and adjudication shall be referred to litigation in the English Courts.

16. Confidential

- a. The Company shall be responsible through legally enforceable commitments, for the management of all information obtained or created during the performance of its activities.
- b. The Company shall inform the customer in advance, of the information it intends to place in the public domain.
- c. All other information is considered proprietary information and shall be regarded as confidential.

17. Applicable Law

- a. The Contract and these Terms and Conditions of Business shall be governed by and construed in all respects in accordance with the Laws of England and Wales and each party hereby submits to the exclusive jurisdiction of the English and Welsh Courts.