



## **Standard Terms of Business**

### **1. General**

1.1 These Standard Terms of Business shall apply to the Services (as defined below) provided by Optima-Life Limited, with registered company number 06306099, and with registered office address at 14 Waverley Road, St. Albans, Hertfordshire, AL3 5PA (“**Optima-life**”).

1.2 These Standard Terms of Business apply to the exclusion of any other terms that the Company may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### **2. Interpretation**

2.1 **Agreement** means the contract between Optima-life and the Company for the provision of the Services pursuant to these Standard Terms of Business.

2.2 **Company** means the company purchasing the Services of Optima-life pursuant to these Standard Terms of Business.

2.3 **Fees** means the agreed sums paid and to be paid by the Company to Optima-life for the Services.

2.4 **Intellectual Property Rights** means any and all patents, patent applications, know-how, trade marks, trade mark applications, trade names, registered design, copyright, database rights or other similar intellectual property rights created, developed, subsisting or used in connection with the Services and whether in existence at the date hereof or created in the future.

2.5 **Pre-Existing Materials** means materials such as drawings, data, information and instructions, software, documentation, technology, service concepts, tools and methodologies created or acquired independently by a party prior to the date of this Agreement or without any connection to this Agreement and any enhancements or modifications to the same.

2.6 **Project Materials** means documents, data, processes, reports, deliverables and other materials created by or on behalf of Optima-life and/or Optima-life’s personnel under this Agreement and provided to the Company in any form or media, but excluding Optima-life’s Pre-Existing Materials.

2.7 **Services** means the education, training and/or consultancy services provided by Optima-life to the Company pursuant to this Agreement as agreed by the parties from time to time.

### **3. Services**

3.1 Optima-life shall provide the Services to the Company in accordance with the terms of this Agreement.

3.2 The provision and scope of the Services has been agreed by Optima-life with the Company based on the information provided by the Company. The Services have been prepared and the Fees have been calculated accordingly. To the extent any such information is incorrect, Optima-life reserves the right to re-calculate the Fees which shall be subject to agreement with the Company.

3.3 The parties shall agree the timetable or other targets for progress, delivery or completion of the Services in writing. Optima-life shall use all reasonable endeavours to meet any agreed performance dates, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.4 Optima-life shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Optima-life shall notify the Company in any such event.

### **4. Fees**

4.1 In consideration of the provision of the Services by Optima-life, the Company shall pay the Fees to Optima-life within 30 days of the date of Optima-life’s invoice.

4.2 Optima-life shall be entitled to charge the Company for any expenses reasonably incurred by the individuals whom Optima-life engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses.

4.3 The Fees will be exclusive of any VAT and similar taxes and duties which may be chargeable.

### **5. Duration and Termination**



- 5.1 Unless otherwise agreed between the parties, this Agreement shall commence upon Company's written confirmation that it wishes to proceed with the Services, and shall, subject to earlier termination in accordance with these Standard Terms of Business, remain in force until the Services are completed.
- 5.2 Either party may terminate this Agreement immediately on written notice in the event that:
- 5.2.1 the other party is in material breach of this Agreement and fails to remedy such breach (if capable of remedy) within 7 days of receipt of written notice; or
- 5.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- 5.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 5.3 On termination or expiry of this Agreement for any reason:
- 5.3.1 the Company shall immediately pay to Optima-life all of Optima-life's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Optima-life shall submit an invoice, which shall be payable by the Company immediately on receipt;
- 5.3.2 the Company shall return all of the materials and other deliverables provided by Optima-life which have not been fully paid for
- 5.3.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and
- 5.3.4 the following clauses, and any clauses which by their nature are intended to survive expiry or termination of this Agreement, shall survive expiry or termination of this Agreement: 2, 4, 5 and 7 – 10 (inclusive).
6. **Optima-life's Obligations**
- 6.1 While Optima-life's method of work shall be its own, Optima-life shall comply with reasonable requests by the Company to abide by its policies and procedures (including without limitation those relating to health and safety, and security) which have been notified in writing to and agreed by Optima-life in advance.
- 6.2 Optima-life shall and shall procure that its personnel shall:
- 6.2.1 provide the Services using reasonable care and skill and in accordance with this Agreement and good industry practice;
- 6.2.2 have the necessary skills, expertise, qualifications, training, equipment and experience to provide the Services; and
- 6.2.3 comply with the Company's reasonable rules relating to health, safety, security and confidentiality.
- 6.3 Optima-life may, at its sole discretion, substitute individuals of equivalent and/or superior expertise to work in place of any its personnel due to provide the Services. Where substitution occurs, the terms and conditions of this Agreement, and in particular (but not limited to) the Fees and the timeframes agreed between the parties will remain unchanged, unless otherwise agreed by both parties in writing.
7. **Company's obligations**
- 7.1 The Company shall:
- 7.1.1 co-operate with Optima-life in all matters relating to the Services;
- 7.1.2 provide Optima-life and its employees, agents, consultants and subcontractors, with access to the Company's premises as reasonably required by the Supplier for the performance of the Services;
- 7.1.3 provide Optima-life with such information, data and other materials as Optima-life may



reasonably require in order to supply the Services,

7.1.4 ensure that any information, data or other materials it provides are accurate in all material respects; and

7.1.5 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start.

7.2 If Optima-life's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission by the Company or failure by the Company to perform any relevant obligation, Optima-life shall:

7.2.1 without limiting its other rights or remedies, have the right to suspend performance of the Services until the Company remedies the applicable default,

7.2.2 be relieved from the performance of any of its obligations to the extent such default prevents or delays Optima-life's performance of any of its obligations;

7.2.3 not be liable for any costs or losses sustained or incurred by the Company arising out of or in connection with Optima-life's failure or delay to perform any of its obligations as set out in this clause; and

7.2.4 be reimbursed by the Company for any costs or losses sustained or incurred by the Optima-life arising from the applicable default by the Company.

## 8. Warranties

8.1 Each party warrants that the materials which it provides to the other party under or in connection with this Agreement do not infringe the Intellectual Property Rights or any other rights of any third party.

8.2 Except as expressly set out in this Agreement, to maximum extent permitted by applicable law, the parties hereby exclude all other warranties, conditions or other terms, whether express or implied, including without limitation those regarding fitness for a particular purpose and satisfactory quality.

## 9. Limitation of Liability

9.1 Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury resulting from its negligence; fraud or fraudulent misrepresentation; or any other liability which cannot be excluded or limited by applicable law.

9.2 Subject to clause 9.1, neither party shall be liable, whether in contract, tort (including negligence) or otherwise for any: (a) indirect, special or consequential loss, (b) loss of profits, (c) loss of business or revenue, (d) loss of anticipated savings, (e) loss of goodwill, or (f) loss of data, in each case arising out of or in connection with this Agreement.

9.3 Subject to clauses 9.1 and 9.2, the total aggregate liability of each party whether in contract, tort (including negligence) or otherwise arising out of or in connection with this Agreement shall not exceed the total Fees paid or payable by the Company to Optima-life under this Agreement.

9.4 Nothing in this Agreement shall limit the Company's obligations to pay the Fees.

## 10. Intellectual Property

10.1 Each party shall retain ownership of all Intellectual Property Rights in its Pre-Existing Materials.

10.2 Subject to and conditional upon payment of the Fee, Optima-life hereby assigns to the Company, with full title guarantee, any/all Intellectual Property Rights in the Project Materials.

10.3 Optima-life hereby irrevocably waives, and shall procure that its personnel, irrevocably waive, its and their moral rights over any Project Materials.

10.4 Subject to and conditional upon payment of the Fee, Optima-life hereby grants the Company a perpetual, worldwide, royalty-free, license to use, copy, modify, create derivative works of, and display any Pre-Existing Materials for its internal business purposes only and in all cases solely to the extent such Pre-Existing Materials are incorporated into the Project Materials and not independently of the Project Materials.

10.5 Without prejudice to any other provision in this Agreement, the Company acknowledges that, in respect of any third party Intellectual Property Rights incorporated into any



materials or other deliverables provided as part of the Services, the Company's use of any such Intellectual Property Rights is conditional on Optima-life obtaining a written licence from the relevant licensor on such terms as will entitle Optima-life to license such rights to the Company.

10.6 Optima-life may use any documentation or materials supplied by the Company (including the Company's Pre-Existing Materials) to the extent necessary for the performance of the Services.

10.7 Where the Company is responsible for providing third party materials (such as content, data, software or hardware), it shall procure the applicable licences and/or consents necessary for Optima-life to use the same for the purpose of performing the Services. The Company shall indemnify and hold Optima-life harmless against any third party claims arising out of or connection with Optima-life's use, in accordance with the terms of this Agreement, of any such third party materials provided by or on behalf of Company.

10.8 Notwithstanding any other term of this Agreement, nothing in this Agreement shall prevent Optima-life from using any know-how, residual knowledge, ideas or concepts acquired before or during the performance of the Services for any purpose, subject always to Optima-life's obligations of confidentiality to the Company under clause 11.

## 11. Confidentiality

11.1 Each party shall keep confidential all material and information disclosed or made available to it by or on behalf of the other party which is identified as being confidential or that, by nature of the circumstances surrounding the disclosure, ought reasonably to be treated as confidential (including without limitation the terms of this Agreement, and information regarding the disclosing party's business, affairs, customers, clients or suppliers) and make no use at any time of such confidential information except to perform its obligations or exercise its rights under the terms of this Agreement.

11.2 This clause shall not apply to any confidential information which, otherwise than through the receiving party's default, becomes available to the general public or is ordered to be disclosed by a court of competent jurisdiction.

11.3 Each party may disclose the other party's confidential information:

11.3.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with confidentiality obligations equivalent to those under this Agreement; or

11.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority;

11.4 On the termination or expiry of this Agreement, each party agrees to return or destroy (as instructed) all documents or other material containing the other party's confidential information.

## 12. Status

12.1 This Agreement constitutes a contract for the provision of Services and not a contract of employment in respect of Optima-life's personnel and nothing contained in this Agreement shall be construed or have effect as constituting any relationship of employer and employee.

12.2 Optima-life shall remain fully responsible for any income tax, National Insurance or similar contributions and any other liability, deduction, contribution, assessment or claim lawfully arising from or in respect of the supply of the Services by Optima-life's personnel.

## 13. General

13.1 Changes to the terms of this Agreement will be valid only if agreed in writing by both Optima-life and the Company.

13.2 Optima-life shall not be liable to the Company or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of Optima-life's obligations in relation to the Services if the delay or failure was due to any cause beyond Optima-life's reasonable control.



- 13.3 If any part of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term shall be deemed to be severed from this Agreement and this shall not affect the remainder of this Agreement which shall continue in full force and effect.
- 13.4 No delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement shall operate as a waiver of that right or remedy. No waiver by either party shall be effective unless made in writing or constitute a waiver of rights in relation to any later breach of this Agreement.
- 13.5 Nothing in this Agreement shall be deemed to constitute a partnership or agency between Optima-life and the Company.
- 13.6 No one other than a party to this Agreement, shall have any right to enforce any of its terms.
- 13.7 The terms of this Agreement represent the entire agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 13.8 All parties agree that the terms of this Agreement are fair and reasonable in all the circumstances.
- 13.9 This Agreement (and any/all non-contractual disputes or claims arising out of or in connection with it) shall be governed and construed according to the laws of England and the parties submit to the exclusive jurisdiction of the English courts.