

Basemap Ltd

Terms & Conditions for Consultancy Assignments

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This document sets out the basic Terms and Conditions that will apply to all consulting work Basemap Ltd (“Basemap”) undertakes for you (“the Customer”).

These terms should be read with the Engagement Letter, which specifies the details of the particular Services Basemap will provide to the Customer (the "Services"). Each signed Engagement Letter constitutes a binding agreement between the parties incorporating these standard Terms and Conditions (as modified by the Engagement Letter).

In case of contradiction between the terms and conditions of these Terms and Conditions and those of the Engagement Letter, the provisions of the Engagement Letter will prevail.

1. The services

Basemap will provide the Customer with the Services set out in the Engagement Letter.

Basemap will perform the Services with reasonable skill and care and in accordance with generally accepted industry standards and practices.

Either party may propose any reasonable modification to the Engagement Letter to the other party. Basemap will notify the Customer of the impact of the proposed change on the cost and timing of the Services. Any modification to the Services will only be effective when agreed in writing by Basemap and the Customer as a variation to the Engagement Letter, or as a new Engagement Letter. If the Customer requests such modification, Basemap may invoice the Customer at its then current daily rate (together with expenses) for analysing such proposal modifications.

2. Invoices and payment

The Customer shall pay for the Services on the terms set out in the Engagement Letter and for any other work undertaken by Basemap at Basemap's then current rates.

The Customer must pay, in addition to the fees, any hotel accommodation, reasonable out of pocket expenses and travel expenses incurred by Basemap, its partners,

employees, agents and/or subcontractors, and any taxes, duties or government charges payable in connection with the provision of the Services.

Unless otherwise specified in the Engagement Letter invoices will be issued monthly. All invoices will be raised in Sterling and will include details of fees, costs of materials to be delivered to the Customer, expenses, taxes, duties and charges. Time sheets will be attached to the invoices if the fees are calculated at a daily rate.

An invoice is final and can only be challenged if Basemap receives an objection within 7 calendar days of the issuing of the invoice.

An invoice is payable to the account number mentioned in the invoice within 14 calendar days from the date of its issue unless otherwise agreed in the Engagement Letter. All costs related to the payment of an invoice must be borne by the Customer.

Timely payment of invoices is of the essence. If the Customer fails to pay in accordance with this clause, Basemap is entitled, in addition to all other rights and remedies: (i) to suspend the further performance of the Services, (ii) to charge, with prior notice, interest at the rate of 1.5% over the Bank of England Base Rate calculated daily from the due date until actual receipt of payment, (iii) to charge the judicially recoverable costs, and (iv) to exercise any remedy as provided in clause 11.2 below.

3. Project management

Both Basemap and the Customer will designate a member of their respective personnel who will act as project co-ordinator. The co-ordinators shall meet regularly and they shall co-ordinate the performance of the Services. All communication between the parties shall be made by and through the respective project coordinators. Each party shall notify the other promptly in writing in the event of any change in its project co-ordinator.

4. Personnel

Each party will exercise its rights as employer, in relation to its personnel involved in relation to the Services, including, without limitation, its rights to supervise, control and direct its personnel.

Each party will contract employer's liability insurance with respect to its employees only.

5. Co-operation of the Customer

Basemap may perform its obligations either at the offices of the Customer or at its own offices. If Services are rendered in the office or facilities of the Customer, the Customer will give Basemap and its agents or employees free access during hours to be agreed, and the Customer will comply with all applicable legal and statutory provisions regarding the safety and welfare of the employees and agents.

The Customer will co-operate with Basemap and will give Basemap access to its employees, documentation and/or programs and software, as requested by Basemap for the performance of the Services.

The Customer will provide Basemap with all necessary information for the performance of the Services including information on international and/or local laws, regulations, codes or standards. Basemap being a specialist in information technology relies upon the Customer to provide it with this information and the Customer is responsible for compliance with laws, regulations and codes and standards.

The Customer will respond without delay to any request for co-operation or information by Basemap.

6. Confidentiality

Unless otherwise provided in the Engagement Letter, all information, either oral or written, or embodied in materials, including but not limited to samples, reports, drawings, sketches, photographs, data sheets, books, machines, models, or other documents, provided by a party to the other party shall be considered as confidential and proprietary information. Neither party shall disclose, publish or reproduce, in whole or in part any confidential or proprietary information of the other party.

Information shall not be considered as confidential and proprietary where (i) the receiving party has been authorised in writing by the disclosing party to use it for non confidential purposes, (ii) it was rightfully in the receiving party's possession or known to it prior to receipt of such information by the disclosing party, (iii) it was rightfully disclosed to it by another person without restriction, (iv) it is part of or enters the public domain without any breach of the Engagement Letter, improper action or inaction by the receiving party or any affiliate, agent or employee. The receiving party bears the burden of proving that the information falls within any of the categories of (i), (ii), (iii), or (iv).

Each party agrees that all confidential and proprietary information received from the other party will be disclosed by the receiving party only to its employees or consultants on a need-to-know basis, and that the receiving party will inform each of such persons of its obligations under these Terms and Conditions and require each of such persons to enter into an agreement with it so as to enable the party receiving the confidential and proprietary information to satisfy its obligations under these Terms and Conditions.

Each party understands and agrees that nothing in these Terms and Conditions nor in the disclosure or providing of information to the other party shall be deemed by implication or otherwise to transfer ownership in any intellectual property right.

The provisions of this clause 6 shall survive any termination of the Engagement Letter.

In the event that Basemap signs a Non-Disclosure Agreement (“NDA”) with the Customer, the terms of that NDA will supersede the provisions within this clause.

7. Title to materials and documentation

Unless otherwise specified in the Engagement Letter, Basemap retains all title and proprietary interests whatsoever to all materials, including but not limited to samples, reports, drawings, sketches, photographs, data sheets, books, machines, models, tools, programming tools, documents or documentation used by Basemap in the performance of Services.

8. Intellectual property rights

Unless otherwise specified in the Engagement Letter, nothing shall be construed as an assignment of any intellectual property rights from Basemap to the Customer. As between the parties all intellectual property rights owned or used by Basemap in the performance of the Services shall vest and remain vested in Basemap.

Unless otherwise specified in the Engagement Letter, Basemap grants to the Customer a personal, non-transferable and non-exclusive right to use Basemap's intellectual property rights specifically developed in the course of the performance of the Services solely for the specific purposes determined in the Engagement Letter.

Basemap makes no warranties to any person with respect to the intellectual property rights made available or originating in the course of the performance of the Services and disclaims all implied warranties, including without limitation warranties of merchantability, fitness for a particular purpose and non-infringement.

9. Public Relations and Marketing References

Each party will coordinate with the other regarding any media release, public announcement or similar disclosure relating to this Engagement Letter or its subject matter and will give the other party a reasonable opportunity to review and comment on the content of such release, announcement or disclosure prior to its release. This provision does not alter the restrictions on the disclosure of confidential information set forth in this Engagement Letter and, subject to such restrictions, will not restrict either party from disclosing any information required to be disclosed in order to comply with any applicable laws, rules or regulations.

Basemap reserves the right to list the name of the Customer in any promotional and marketing materials, oral or visual presentations to third parties, interviews conducted by the news media or securities analysts and in or through any other available media channels, including print, Internet, radio, cable and broadcast mediums.

Subject to any applicable laws, rules or regulations, each party will have the right to make general references to the basic nature of the relationship between the Parties under this Engagement Letter and to describe generally the type of services being provided by Basemap to the Customer under this Engagement Letter in such party's promotional and marketing materials, in such party's oral or visual presentations to third parties, in interviews conducted by the news media or securities analysts and in or through any other available media channels, including print, Internet, radio, cable and broadcast mediums without direct reference to the name of the customer or any of its subsidiaries.

10. Time of performance

Subject to the Customer performing all its obligations, Basemap will perform the Services within a reasonable time after the acceptance of the Engagement Letter.

The schedule for performance of the Services as mentioned in the Engagement Letter is only an indication of the time within which the Services should reasonably be performed, unless the Engagement Letter specifically states that the time for performance is of the essence. If the completion criteria are not met by the due date and time which was stated to be of the essence, the Customer's only remedy will be to require Basemap to continue performing its Services for thirty business days without being entitled to charge a fee to the Customer or seek reimbursement of expenses.

11. Termination

Basemap shall provide the Services for the period specified in the Engagement Letter.

Each party shall have the right, without prejudice to its other rights and remedies, to terminate the Engagement Letter immediately by written notice to the other if the other party:

1. is in material breach of any of its obligations under the Engagement Letter and either that breach is incapable of remedy or the other party shall have failed to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach; or
2. is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other party or the other party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction.

Termination of the Engagement Letter pursuant to clause 11.2, shall be without prejudice to the rights of the parties already accrued and existing. The Customer shall pay all fees to Basemap for the Services performed and expenses incurred up to the date of termination, as applicable under the laws of England and Wales.

Termination of the Engagement Letter pursuant to clause 11.2, releases both parties from their obligations to effect and to receive further performance.

12. Limitations of liability

These Terms and Conditions and the Engagement Letter set out Basemap's entire obligations to the Customer. Except as, expressly stated in these Terms and Conditions and the Engagement Letter, all warranties and conditions, whether express or implied by statute, common law or otherwise (included but not limited to fitness for purpose) are hereby excluded to the context permitted by law.

Neither party excludes or limits liability to the other party for fraud, death or personal injury arising from its negligence or that of its employees, agents or subcontractors.

Each Party's total aggregate liability to the other party whether arising from negligence, breach of contract or otherwise shall not exceed the fees paid by the

Customer to Basemap up to the date of notice of termination of the Engagement Letter.

Neither party shall be liable for (i) any special, incidental or consequential or indirect damages or loss or (ii) loss of goodwill, sales, profit and anticipated savings.

The Customer will act in good faith to mitigate any damages.

13. Force majeure

Neither party shall be liable to the other for any delay or non-performance of its obligations under the Engagement Letter arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion or industrial dispute of a third party. Subject to the party so delaying promptly notifying the other party in writing of the reason for the delay and the likely duration of the delay, the performance of the delaying party's obligations, to the extent affected by the delay, shall be suspended during the period that the cause persists.

14. Non recruitment

For the duration of the Engagement Letter, and for six months after termination, the Customer will not offer contracts, procure the employment of, nor set up business with employees of or persons engaged by Basemap or any company affiliated to Basemap for the performance of Services under the Engagement Letter.

If the Customer breaches the previous paragraph, the Customer will pay Basemap liquidated damages equal to twelve times the gross salary that person earned with Basemap in the last full month he worked for Basemap. The payment of liquidated damages does not prejudice Basemap's right to claim further damages.

15. Notice

Any notice or other document to be served under this agreement may be delivered or sent by prepaid first class recorded delivery post or telex or facsimile process to the party to be served at the address stated in the Engagement Letter or at any other address as it may have notified to the other party in accordance with this clause.

Any notice or document shall be deemed to have been served:

- if delivered, at the time of delivery; or
- if posted, at 10.00 am on the second Business Day after it was put into the post; or

- if sent by telex or facsimile process at the expiration of two hours after the time of dispatch if dispatched before 3.00 pm on any Business Day, and in any other case at 10.00 am on the next Business Day after the date of dispatch.

In proving service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class recorded delivery letter or that the telex or facsimile message was properly addressed and despatched, as the case may be.

16. General provisions

The Engagement Letter is not to be construed as a joint venture, partnership or business association. Each party shall remain an independent contractor.

Neither party may assign, sub-license, transfer or otherwise dispose of any of its rights under the Engagement Letter without the prior written consent of the other, which shall not be unreasonably withheld or delayed, provided that nothing in this agreement shall prevent or restrict Basemap from assigning, sub-licensing, transferring or otherwise disposing of any of its rights or obligations under the Engagement Letter to its contractors or affiliates.

No variation of these Terms and Conditions or the Engagement Letter shall be valid unless it is in writing and signed by each party.

For a waiver of any provisions of these Terms and Conditions or the Engagement Letter to bind Basemap, it must be in writing and signed by an authorized officer of Basemap.

If any provision of the Engagement Letter shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired.

Clause headings in these Terms and Conditions are inserted for reference only and shall be ignored in the interpretation of these Terms and Conditions.

References to clauses are to be construed as references to clauses of these Terms and Conditions. Words importing the plural shall include the singular and vice versa.

The Engagement Letter and the documents referred to therein contain the whole agreement between the parties relating to the subject matter of this agreement and

supersede all previous agreements between the parties relating to that subject matter. Each party acknowledges that in agreeing to enter into the Engagement Letter it has not relied on any representation, warranty or other assurance except those set out in this agreement. This clause shall not exclude any liability for fraudulent misrepresentation.

Any claim by the Customer in relation to Services rendered under the Engagement Letter must be filed in Court within 6 months of the termination of the Engagement Letter.

17. Dispute management

All disputes between the parties arising out of or relating to this agreement shall be referred by either party, first, to the project coordinators (appointed under clause 3) for resolution.

If any dispute cannot be resolved by the project coordinator within a maximum of 14 days, that dispute shall be referred to the Managing Director of Basemap and the Managing Director of the Customer for resolution.

18. Governing law and jurisdiction

This Agreement and the Engagement Letter will be governed by and construed in accordance with English law and subject to the jurisdiction of the English courts.