

## Scintillo: Standard Terms and Conditions

The following terms and conditions relate to all work booked with Scintillo Ltd by the Client, unless mutually agreed in writing prior to commitment.

### **1. Period**

They will remain in force from the date of the first booking until cancelled, in writing.

### **2. Fees**

The fees cover work for the Client whether carried out on client premises or elsewhere, as specified. All fees and expenses will be subject to Taxes at the current rate.

Client will pay to Scintillo Ltd the fees specified in the relevant Proposal document and/or Booking Confirmation document. In addition, Client will reimburse Scintillo Ltd for any out-of-pocket expenses reasonably incurred by Scintillo Ltd in connection with the performance of the Professional Services, including travel and travel-related expenses, unless otherwise stated in the Proposal document and/or Booking Confirmation document

### **3. Expenses**

The following expenses may be billed in addition to the fees specified above:-

- a) Travel expenses including travel time
- b) Hotel accommodation & meals
- c) Printing and reproduction
- d) Other expenses necessarily incurred (e.g. courier costs)

### **4. Payment Terms**

Invoices will be submitted at regular and agreed intervals and may require part-payment in advance. Payment will be due on receipt of invoice. A 4% per month charge will be incurred for any delayed payments.

### **5. Withholding Tax.**

If the Client is required by law to withhold and remit tax relating to the Client's order, the Client shall:-

- a) be entitled to reduce the payment by the amount of such tax
- b) withhold and remit such tax to the applicable tax jurisdiction
- c) assist Scintillo Ltd to obtain the benefit of any reduced withholding tax under applicable tax treaties; and
- d) provide to Scintillo Ltd a tax certificate or other acceptable evidence of payment of such tax as required by the relevant taxing authorities



## 6. Cancellation

If, for any reason, you have to cancel an agreed booking, this should be notified in writing, and the cancellation charges will apply as set out below.

<b>Notice given</b>	less than 4 weeks	4-6 weeks
<b>Cancellation</b>	100%	50%
<b>Postponement</b>	75%	25%

## 7. Intellectual Property

The intellectual property rights in the materials shall at all times belong to Scintillo Ltd and any copying or reproduction on the materials by the Client is prohibited except with the written consent of Scintillo Ltd.

## 8. Force Majeure

Scintillo Ltd will use its best endeavours to carry out the contract as agreed but shall not be liable for the loss (whether direct or consequential) suffered by the Client, in the event of Scintillo Ltd being unable to complete the work in whole or in part due to matters beyond its reasonable control, which expression shall include (but shall not be confined to) illness, strikes, lock-outs or other labour disputes, shortage of materials, accident or breakdown of motor vehicles or other forms of transport, errors made by hotel staff or similar in making booking arrangements, other delays in travel, riot, civil unrest or war.

## 9. Variation

Any variations must be agreed and confirmed in writing in advance of the delivery date.

## 10. Confirmation of Booking

Dates agreed are only provisional until Scintillo Ltd receives a signed Confirmation of Booking.

## 11. Disclaimer of Consequential Damages

Except for claims by a party for infringement of their intellectual property rights against the other party, in no event will either party be liable for any incidental, indirect, special, or consequential costs or damages including, without limitation, downtime costs; lost business, revenues, or profits; failure to realise expected savings; loss or unavailability of or damage to data; or software restoration; damage relating to client's procurement of substitute products or services (i.e. "cost of cover").



## **12. Termination**

- a) Termination for Cause. Either party may terminate this Agreement on written notice if the other party fails to comply with this Agreement after it has been notified in writing of the nature of the failure and been provided with a reasonable time to cure the failure.
- b) Termination under Force Majeure circumstances. Either party may terminate this Agreement in the event of a Force Majeure circumstance.
- c) Prior Orders. The termination of this Agreement will not affect payments due or fulfilment and payment of orders accepted prior to termination.
- d) Bankruptcy. If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may terminate this Agreement without notice and may cancel any unfulfilled obligations.
- e) Survival. Any terms in this Agreement which by their nature extend beyond the termination or expiration of this Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.
- f) Upon termination of this agreement, the Client will pay Scintillo Ltd for all Professional Services performed and charges and expenses incurred Scintillo Ltd up to the date of termination, and Client will receive all work in progress for which Client has paid. Should the sum of such amounts be less than any advance payment received by Scintillo Ltd, Scintillo will refund the difference within thirty (30) days of such termination.

## **13. Confidential Information**

Either party may receive or have access to technical information, information about product plans and strategies, promotions, Clients and related technical, financial or business information which the disclosing party considers to be the confidential information of that party or its third party contractors or suppliers ("Confidential Information"). The following will apply to any such Confidential Information:

- a) Before any Confidential Information is disclosed, the parties will first agree to disclose and receive such information in confidence. If then disclosed, the Confidential Information will be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, will be designated as confidential in a writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure;



- b) Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by the employees of the receiving party and its employees, agents or contractors who have a need to know such information for purposes of this Agreement. The receiving party will protect, and will ensure that its employees, agents and contractors will protect, the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the receiving party uses to protect its own confidential information of a like nature;
- c) The receiving party's confidentiality obligation will be for a period of three (3) years after the date of disclosure.
- d) The confidentiality obligations of the parties will not extend to information that:-
  - I. was in the receiving party's (or its Affiliates') possession before receipt from the disclosing party;
  - II. is or becomes publicly known without breach by the receiving party;
  - III. is rightfully received by the receiving party (or its Affiliates) from a third party without a duty of confidentiality;

#### **14. Non-Restrictive Relationship**

Scintillo Ltd may provide the same or similar Services to other Clients.

#### **15. Dependencies**

Client will comply with the general obligations specified in this Agreement, together with any specific Client obligations described in the relevant Proposal Document, in a timely manner. Client acknowledges that Scintillo Ltd ability to deliver the Professional Services is dependent upon Client's full and timely cooperation with Scintillo Ltd, as well as the accuracy and completeness of any information and data Client provides to Scintillo Ltd.

