

TERMS AND CONDITIONS OF SERVICE
OF CLINICAL AUDIT SUPPORT CENTRE LIMITED

These Terms and Conditions shall apply to the provision of Services by Us to You.

1. Our Responsibilities

- 1.1 We will provide to You the Services detailed in any Proposal agreed between us from time to time and any agreed amendments thereto.
- 1.2 We agree to carry out our Service in accordance with our Terms and Conditions herein provided and also in accordance with our Code of Confidentiality.

2. Your Responsibilities

- 2.1 You agree to facilitate and engage the services proposed and further comply with these Terms and Conditions and any other agreed terms from time to time between us.

3. The Services

- 3.1 With effect from the date of any agreement between Us, We will agree to provide our services to You and use reasonable care and skill to perform those Services in consideration of You paying Our fees in accordance with our Terms of Payment.
- 3.2 Time will not be of the essence in the performance of Our obligations under this agreement.

4. Fees

- 4.1 You agree to pay the Fees agreed in any Proposal We have provided and agree to do so in accordance with Our Terms of Payment.
- 4.2 In addition We shall be entitled to recover from You any reasonable incidental expenses for materials used and for third party goods and services supplied to You in connection with the provision of Our Services.
- 4.3 You will pay Us for any additional services provided that are not specified in any initial Agreement between Us in accordance with Our current, applicable daily rate in effect at the time of the performance or such other rate as may be agreed between Us. Any charge for additional services will be supplemental to the amounts that may be due for expenses.
- 4.4 All sums payable pursuant to any Agreement between Us are exclusive of any value added tax which You shall be additionally liable.

5. Payment

- 5.1 All payments required to be made pursuant to any Agreement between us shall be made within 30 days of the date of Our invoice in cleared funds without any set-off, withholding or deduction
- 5.2 The time of payment shall be of the essence. If any payment is not paid on the due date then We reserve the right without prejudice to any right We may have pursuant to any statutory provision in force from time to time, to charge You interest on a daily basis at an annual rate equal to the aggregate of 5% over and above the base rate of Lloyds TSB Bank PLC from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.

6. Termination

- 6.1 Either Party may terminate the Agreement by giving written notice to the other Party if:
 - 6.1.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 30 days of the due date for payment;
 - 6.1.2 the other Party commits any other breach of any of the provisions of any Agreement and, if the breach is capable of remedy, fails to remedy it within 14 days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 6.1.3 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 6.1.4 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);
 - 6.1.5 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 6.1.6 the other Party ceases, or threatens to cease, to carry on business; or
- 6.2 For the purposes of sub-Clause 6.1.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 6.3 In the event of termination under sub-Clause 6.1 We shall retain any sums already paid to Us by You without prejudice to any other rights We may have whether at law or otherwise.

7 Sub-Contracting

- 7.1 Either Party may sub-contract the performance of any of its obligations under the Agreement without the prior written consent of the other

Party. Where either Party sub-contracts the performance of any of its obligations under the Agreement to any person without the prior consent of the other Party, the sub-contracting Party shall be responsible for every act or omission of the sub-contractor as if it were an act or omission of the sub-contracting Party itself.

8 Liability and Indemnity

- 8.1 Except in respect of death or personal injury caused by Our negligence, We will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by Our servants or agents or otherwise) in connection with the performance of Our obligations.
- 8.2 You shall indemnify Us against all damages, costs, claims and expenses suffered by Us arising from any loss or damage to any equipment (including that of third parties) caused by You, or Your agents or employees.
- 8.3 The Service Provider shall not be liable to the Client or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of the Service Provider's obligations if the delay or failure was due to any cause beyond the Service Provider's reasonable control.

9 Copyright

- 9.1 The Service Provider reserves all copyright and any other rights (if any) which may subsist in the products of, or in connection with, the provision of the Services or facilities. The Service Provider reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.

10 Law and Jurisdiction

- 10.1 These Terms and Conditions and the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 10.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

CODE OF CONFIDENTIALITY

1. We undertake that, except as provided by sub-Clause 1.2 or as authorised in writing by You being the other Party, We shall at all times during the continuance of any Agreement between us and after its termination:
 - 1.1.1 keep confidential all Confidential Information;
 - 1.1.2 not disclose any Confidential Information to any other party;
 - 1.1.3 not use any Confidential Information for any purpose other than as contemplated by the Agreement;
 - 1.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 1.1.5 ensure that (as applicable) none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 1.1.1 to 1.1.4.
- 1.2 Subject to sub-Clause 1.3, it is agreed that either Party may disclose any Confidential Information to:
 - 1.2.1 any of their sub-contractors or suppliers;
 - 1.2.2 any governmental or other authority or regulatory body; or
 - 1.2.3 any of their employees or officers or those of any party described in sub-Clauses 1.2.1 or 1.2.2;
- 1.3 Disclosure under sub-Clause 1.2 may be made only to the extent that is necessary for the purposes contemplated by the Agreement, or as required by law. In each case the disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in sub-Clause 1.2.2 or is an authorised employee or officer of such a body, the disclosing Party must obtain and submit to the other Party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.
- 1.4 Either Party may use any Confidential Information for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that Party.
- 1.5 When using or disclosing Confidential Information under sub-Clause 1.4, the disclosing Party must ensure that it does not disclose any part of that Confidential Information which is not public knowledge.
- 1.6 The provisions of this Clause 1 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.