

TERMS OF SERVICE OF VASSALLO ASSOCIATES (UK) LTD

Version 6.1 | 25 January 2020

1 Work Execution

- 1.1 Vassallo Associates (UK) Ltd (hereinafter “Vassallo Associates”) shall execute the Work in a professional manner and in accordance with the provisions of this Agreement and the criteria of the relevant rules, standard or certification scheme for which the audit, assessment or inspection is intended.
- 1.2 The Client shall ensure that Vassallo Associates without undue delay receives all relevant information and documentation. The Client shall further ensure that Vassallo Associates' representative(s) is given necessary access to work sites.
- 1.3 Any documented error or defect in the Work will be rectified by Vassallo Associates within a reasonable period of time at Vassallo Associates' sole cost, provided said error or defect is not attributable to the Client or Client's subcontractors and Vassallo Associates is duly notified of said errors or defects within sixty (60) days after completion of the Work.

2 Safety, Health and Environment (SHE)

- 2.1 The Client shall inform Vassallo Associates of any real or potential SHE hazard which may be relevant to or involved or introduced in the Work and/or any necessary safety measures required for the Work, prior to or during the performance of the Work.
- 2.2 Whenever Vassallo Associates undertakes work on site, the Client shall provide all adequate safety measures to ensure a working environment that is safe and in accordance with any relevant legislation and to ensure that the risks that cannot be eliminated are controlled at a tolerated level.
- 2.3 The Vassallo Associates employee has the right to refuse to carry out an activity, when the safety, according to his/her own judgement, is not satisfactory.
- 2.4 Any Client requirements specifying participation in screening programs shall be communicated to Vassallo Associates and the Vassallo Associates employee prior to commencement of work.

3 Remuneration

- 3.1 The Client shall pay Vassallo Associates for the Work, as specified in this Agreement.
- 3.2 Prices quoted are reviewed annually. These are exclusive of VAT or any local sales taxes.
- 3.3 Vassallo Associates shall be entitled to charge the Client for any expenses reasonably incurred by the individuals performing the agreed Work including mileage or travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of any materials. These expenses will be discussed and agreed in advance between the parties.
- 3.4 If the Client cancels or postpones an agreed site visit or meeting with the individual performing the Work on less than 48 hours' notice, Vassallo Associates shall be entitled to charge the Client for the full day at the standard daily rate unless Vassallo Associates is able to re-book the day to another customer or otherwise utilise the day in the performance of the Work.
- 3.5 Payment shall be made within 30 days after the date of the invoice. For late payment interest will be charged at a rate of 3% per month or part thereof, or the highest permitted interest according to the law designated in article 12.1 if this rate is lower.

4 Termination

- 4.1 Each party shall have the right to terminate this Agreement at any time upon sixty (60) days written notice to the other party.
- 4.2 In the event of termination according to article 4.1 above, the Client shall reimburse Vassallo Associates for all Work, including preparations, performed up to the date of termination and all costs and expenses reasonably incurred by Vassallo Associates as a consequence of such termination.
- 4.3 Both parties shall have the right to terminate this Agreement with immediate effect if the other party is in material breach of its obligations hereunder, if the other party goes bankrupt or enters into liquidation proceedings.

5 Confidentiality

- 5.1 Save for any deliverables under this Agreement both parties agree not to disclose to any third party without the prior written consent of the other party, any information obtained from the other party related to this Agreement.
- 5.2 However, each party shall be free to disclose such information as is:

- known by it prior to the information being disclosed by the other party, or
- part of the public domain at the time of disclosure, or
- required to be disclosed by public authorities in accordance with applicable law.

- 5.3 Both parties may disclose information to their subcontractors without prior written consent to the extent necessary to complete the Work, provided that a written confidentiality agreement reflecting the principles above is entered into with such subcontractors.
- 5.4 The obligations of both parties as defined in this article shall apply notwithstanding the completion of the Work or termination of this Agreement.
- 5.5 Vassallo Associates shall have the right to make reference to the Client's name in proposals or other similar submissions made to other prospective Clients, unless the Client expressly prohibits such disclosure. Any other publications related to the Client or the services performed for the Client by Vassallo Associates under this Agreement shall be subject to the Client's prior approval.

6 Intellectual Property Rights

- 6.1 The Client shall have full ownership rights to the deliverables developed by Vassallo Associates as part of the Work, unless otherwise specified. Vassallo Associates shall, subject to this Agreement on a royalty free basis, have free use of such deliverables.
- 6.2 Any writings (including but not limited to photographs, diagrams, models and computer programs) developed during the course of the Work, which are not part of the deliverables, shall be the exclusive property of Vassallo Associates.
- 6.3 Notwithstanding the above, both parties agree that any intellectual property right (either registered or not) in existence prior to this Agreement shall remain the sole property of the originating party.
- 6.4 Any customised protocol shall remain the intellectual property of Vassallo Associates and if customised protocols are part of the deliverables under the Work, a separate licensing agreement shall be executed.

7 Indemnities and Limitation of Liability

- 7.1 The Client shall indemnify, defend and hold Vassallo Associates harmless from all losses, costs and expenses incurred by Vassallo Associates as a consequence of a failure of the Client to fulfil its obligations according to article 1.2 above.
- 7.2 The Client and Vassallo Associates shall indemnify, defend and hold each other mutually harmless from and against any and all losses, claims and liabilities related to or arising out of this Agreement as a result of:
- a) death of or personal injury to any own employees, representatives or subcontractors,
 - b) the loss of or damage to own property or employees, representatives or subcontractors,
 - c) all consequential, special or incidental costs, losses or damages (whether direct or indirect) suffered.
- Howsoever causes, this applies regardless of any form of liability, whether strict or by negligence, in whatever form, except in the instance of gross negligence or wilful misconduct.
- 7.3 Each party shall be responsible for and accept full liability for its own acts or omissions leading to the loss of or damage to any third party.
- 7.4 Except as stated in articles 1.3 and 7.2 above, Vassallo Associates' maximum cumulative liability arising out of or related to this Agreement shall not exceed an amount equal to the annual fees payable by Client under this Agreement.
- 7.5 This limitation of liability will survive termination of the Agreement.

8 Insurance

- 8.1 Both parties agree to maintain a general liability insurance to cover any amount either party may be liable to pay pursuant to the conditions of this Agreement or governing law.

9 Force Majeure

- 9.1 Delay in or failure of performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by any event beyond the control of the party affected which the party had no reasonable way of preventing or grounds to anticipate, including but not limited to an act of war, natural disaster, fire, explosion, or labour dispute. The affected party shall immediately notify the other party in writing of the causes and expected duration of any such occurrence.

10 Soliciting Personnel

10.1 The Client shall not without Vassallo Associates' approval, during the engagement or within six (6) months after its termination or expiry, offer employment to or otherwise solicit any Vassallo Associates' personnel involved in the undertaking of the Work.

11 Entire Agreement

11.1 This constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, warranties, arrangements and understandings, whether written or oral, relating to its subject matter. Each party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding that is not set out in the Agreement.

12 Law and Jurisdiction

12.1 This Agreement shall be governed and construed in accordance with the laws of United Kingdom.

12.2 Any dispute arising in relation to or as a consequence of this Agreement, which cannot be settled amicably through negotiations between the parties, shall be subject to the courts of United Kingdom.
