

Terms of Business

1. Interpretation

- a. In this agreement, the following words and phrases shall have the meaning set against each below unless otherwise stated

Word/ phrase	means
“Agreement”/ “agreement”	this agreement which comprises the Letter of Engagement to which these Terms are attached and the Terms
“Contingent Fees”	means any fees which ORION CONSULTING GROUP Limited has agreed shall fall due and payable upon a Contingent Event and which are listed as such together with the relevant Contingent Event in the Letter of Engagement.
“Contingent Event”	An event which is listed and described as such in the Letter of Engagement and upon the occurrence of which the relevant Contingent Fee shall fall immediately due and payable
“Expenses”	all and or any expense incurred by ORION CONSULTING GROUP Limited in relation to this agreement
“FCA”	Financial Conduct Authority
“Fees”	the fees described in the Letter of Engagement
“Introduction”	the provision by JFSC Limited at any time during the period of this agreement to you of the contact details of any Potential Counterparty; and/ or the provision by JFSC Limited at any time during the period of this agreement to a Potential Counterparty or their representatives of your contact details.
“Introduced Person”	Any person, partnership, limited liability partnership, limited company or other incorporated or unincorporated legal person in respect of which ORION CONSULTING GROUP Limited effects and Introduction during the period of the agreement
“Letter of Engagement”	The letter of engagement to which these terms are attached
“Party”	Each of you and ORION CONSULTING GROUP Limited
“Potential Counterparty”	Any person, partnership, limited liability partnership, limited company or other incorporated or unincorporated legal person who is or may in the reasonable opinion of ORION CONSULTING GROUP Limited become a suitable counterparty for one or more Transactions.
“Project”	Your requirements and or goals as described in the Letter of Engagement and/ or as amended from time to time.
“Regulation”	Authorisation and or regulation by the FCA and/ or other authority or regulator of competent authority from time to time

“Regulated Activities”	activities and / or services the provision of which is subject to Regulation from time to time
“Services”	The services detailed in the Letter of Engagement
“Terms” or “Terms of Business”	These terms of business
“Transaction(s)”	Any legal transaction and/ or agreement, including but not limited to the issue, and or transfer and or sale or mortgage of shares or other securities which is described in the Project and /or which is or could be used to implement all or part of the Project requirements described in the Letter of Engagement.
VAT	Value Added Tax at the rate applicable on the tax date of each relevant invoice
“You” or “you”	the individual, partnership, company or other incorporated or unincorporated legal entity identified as such in the Letter of Engagement, and which in the case of a company includes the parent and or subsidiary companies of that company, and “your” shall be interpreted accordingly

2. **Scope of Services and authority**

- 2.1. The services which you require (the “Services”) and the agreed scope and anticipated sequence, timetable and other details of the Services are set out in the Letter of Engagement.
- 2.2. Please note that the Services do not include tax advice, or legal or accounting advice.
- 2.3. As ORION CONSULTING GROUP Limited is not authorised and regulated by the FCA we are not permitted to and will not undertake Regulated Activities, so will not be able to offer any Services or additional services which would amount to Regulated Activities.
- 2.4. You agree that the Services may be amended from time to time to ensure that they do not include any Regulated Activities.
- 2.5. If you require ORION CONSULTING GROUP Limited to provide additional services or support the details of the services or support concerned and the additional fees must first be agreed in writing.
- 2.6. ORION CONSULTING GROUP Limited shall not be responsible for providing specialist advice in connection with those matters for which you have agreed to procure, or would usually procure, such advice from others (for example, legal, regulatory, accounting or taxation matters) and ORION CONSULTING GROUP Limited shall not be liable in respect of any services or advice provided to you by persons other than ORION CONSULTING GROUP Limited and its agents.
- 2.7. ORION CONSULTING GROUP Limited is entitled to assume that instructions and information have been properly authorised by you if they are given or purport to be given by an individual or person who is or purports to be and is reasonably believed by ORION CONSULTING GROUP Limited to be your duly authorised director, employee or agent.

3. **Fees**

- 3.1. ORION CONSULTING GROUP Limited’s Fees and Expenses shall be calculated and shall fall due and payable as set out in the Letter of Engagement.
- 3.2. ORION CONSULTING GROUP Limited’s Fees and Expenses will be calculated at the rates set out in the Letter of Engagement and VAT will be added to each invoice for Fees and / or Expenses.
- 3.3. The terms below in relation to any Contingent Fees only apply where and to the extent that ORION CONSULTING GROUP Limited has confirmed its agreement to Contingent Fees in the Letter of Engagement.
- 3.4. Expenses will be charged in addition to the Fees and will be detailed in the invoice. We will not incur any single disbursement over the value stated in the Letter of Engagement without seeking your prior agreement.
- 3.5. There will be no set-off in respect of ORION CONSULTING GROUP Limited’s Fees, or Expenses under any circumstances or for any reason whatsoever.

- 3.6. Except in relation to any Contingent Fees, invoices will be issued at the intervals indicated in the Letter of Engagement and are each due for payment at the date stated in the Letter of Engagement in relation to each.
- 3.7. If you have any concerns or queries about an invoice you must notify us in writing within 7 days of receipt of the invoice or you will then be deemed to have agreed and acknowledged that the invoice is correct and is due and payable in full.
- 3.8. In relation to any Contingent Fees;
 - 3.8.1. VAT invoices for any Expenses in relation to the Services included in the Contingent Fees will be issued each month and are due for payment in accordance with paragraph 3.4 above; and
 - 3.8.2. an invoice or invoices will be issued to you for Contingent Fees following the occurrence of any of the relevant Contingent Events and will be immediately due and payable upon the occurrence of the Contingent Event.
- 3.9. You agree to notify ORION CONSULTING GROUP Limited immediately in writing upon the occurrence of each Contingent Event.
- 3.10. If any invoice issued to you remains unpaid:
 - 3.10.1. you will be due to pay interest on the outstanding amount for the period from the date of the invoice until the date of payment at the rate set by the Late Payment of Commercial Debts (Interest) Act 1998; and
 - 3.10.2. ORION CONSULTING GROUP Limited reserves the right to stop providing the Services to you and to accept no further instructions from you; and
 - 3.10.3. ORION CONSULTING GROUP Limited also reserves a lien over any documents that but for the unpaid invoice we would ordinarily deliver to you.

4. Reports and materials

- 4.1. Any reports or papers produced by us for you, in draft and/or final form, will be for your exclusive use and not for distribution to other persons unless otherwise agreed in writing by ORION CONSULTING GROUP Limited.
- 4.2. ORION CONSULTING GROUP Limited will not use the information contained in such reports and papers other than to provide the Services to you.
- 4.3. You are not permitted to make any reference to ORION CONSULTING GROUP Limited or our advice without our prior written consent, unless you are required to make such reference by reason of legal or regulatory obligation.

5. Conflicts of Interest

- 5.1. ORION CONSULTING GROUP Limited works with a range of other clients in addition to you. This may give rise to situations where ORION CONSULTING GROUP Limited:
 - 5.1.1. has, directly or indirectly, an interest, relationship and/or arrangement which may involve a potential conflict with our duty to you whether in relation to this agreement or otherwise; and/or
 - 5.1.2. may have other clients whose interests directly or indirectly conflict with your interests, (either or both "Conflicts of Interest").
- 5.2. You acknowledge and agree that:
 - 5.2.1. ORION CONSULTING GROUP Ltd, and/ or its associates and /or persons connected to ORION CONSULTING GROUP Limited may have Conflicts of Interest; or
 - 5.2.2. The employees of ORION CONSULTING GROUP Limited may (due for instance to "Chinese Wall" arrangements) be unaware of such Conflicts of Interest or may be required to disregard such Conflicts of Interest
 - 5.2.3. ORION CONSULTING GROUP Limited is not obliged to disclose actual or potential Conflicts of Interest to you where to do so would in the opinion of ORION CONSULTING GROUP Limited cause or be likely to cause harm to you or other clients of ORION CONSULTING GROUP Limited or could amount to a breach by ORION CONSULTING GROUP Limited of an obligation including an obligation of confidence.
 - 5.2.4. ORION CONSULTING GROUP Limited may act for you despite the existence of a Conflict of Interest but that ORION CONSULTING GROUP Ltd reserves the right to decline to provide some or all of the Services in the event of any actual or potential Conflicts of Interest.
- 5.3. ORION CONSULTING GROUP Limited's policy in relation to Conflicts of Interest is to take all reasonable steps to ensure that clients are treated fairly and where in ORION CONSULTING GROUP Limited's opinion it is possible that services are provided consistently.
- 5.4. Neither ORION CONSULTING GROUP Limited, its associates or any persons connected to ORION CONSULTING GROUP Limited shall be liable to account to you (or to any other party) for any profit,

commission or remuneration made or received from or by reason of the provision of services to a client where a Conflict of Interest arises, unless otherwise provided.

6. Regulation

- 6.1. ORION CONSULTING GROUP Limited is not authorised and regulated by the FCA for the purposes of Regulated Activities, so will not offer or undertake any services (including where relevant the Services or any part of them) which it knows to be or which in its reasonable opinion may amount to Regulated Activities.

7. Professional Advice

- 7.1. You undertake to obtain all such professional advice, including all legal, accounting, tax and financial advice in relation to the Project and Services as is prudent in the circumstances and to promptly provide copies and / or written summaries of such to ORION CONSULTING GROUP Limited in order that ORION CONSULTING GROUP Limited shall at all times be aware of such professional advice and able to assess its impact or potential impact upon the Project and/ or Services including whether any part of the Services may amount to Regulated Activities.

8. Non-Solicitation

- 8.1. In order to protect the legitimate interests of each Party, each Party agrees that for the period of this Agreement and until the anniversary of the termination or expiry of this agreement, it shall not (directly or indirectly) solicit or otherwise attempt to entice away from engagement or the employment of the other party employees and or contractors and / or team members of the other Party engaged or involved in the provision of services under this agreement. And you also agree that in the case of ORION CONSULTING GROUP Limited their employees, contractors or team members shall include any prospective employees, contractors or team members to whom you may be introduced with a view to their involvement in the provision of services to you by ORION CONSULTING GROUP Limited.
- 8.2. In the event of any a breach of paragraph 8.1 the Party in breach shall pay to the other by way of liquidated damages an amount equivalent to 25% of the annual salary or fees of such employee (excluding pensions, bonuses and other emoluments) at the time of breach.

9. Identity and credit control

- 9.1. ORION CONSULTING GROUP Limited reserves the right to undertake identity checks in relation to each client, at the time of first appointment and periodically after that. We also undertake checks for the purpose of credit control monitoring. Where appropriate these checks will also include checks in relation to appropriate owners or directors. By signing this agreement, you confirm your agreement for us to undertake these enquiries.

10. Data Protection

- 10.1. ORION CONSULTING GROUP Limited is registered as a Data Controller for the purposes of the Data Protection Act 1998 (the "DPA"). In providing ORION CONSULTING GROUP Limited with documents and information you must ensure that to the extent those documents or that information contain Personal Data or Sensitive Personal Data as defined in the DPA that you have obtained the consent of all relevant individuals to transfer these data to us.
- 10.2. ORION CONSULTING GROUP Limited may process by computer or otherwise any information obtained about you as a consequence of or in connection with this and/ or any other agreement between you and ORION CONSULTING GROUP Limited from time to time and may share this information with third parties where it reasonably believes it is appropriate to do so in light of your instructions in relation to the Project and / or Services.
- 10.3. All information held by ORION CONSULTING GROUP Limited is and shall remain the its property and shall be retained in accordance with the rules of the Data Protection Act 1998 (as amended).

11. Intellectual Property Rights

- 11.1. "Intellectual Property Rights" means all and any copyright, patents, know-how, trade secrets, trademarks, trade names, design right, get-up, database right, utility models, domain names and all similar rights and, in each case:
- 11.1.1. whether registered or not;
 - 11.1.2. including any applications to protect or register such rights;
 - 11.1.3. including all renewals and extensions of such rights or applications;
 - 11.1.4. whether vested, contingent or future;
 - 11.1.5. to which either Party to this Agreement or its supplier are or may be entitled; and
 - 11.1.6. wherever existing.
- 11.2. Each of the Parties confirm that they shall use all reasonable endeavours to ensure that their respective provision of information or data for the purposes of this Agreement shall not be in breach

or infringement of the Intellectual Property Rights of any third party and that where appropriate each shall notify the other of any licenses required, and shall co-operate to obtain such licences at Your expense.

- 11.3. Each Party shall indemnify and keep the other indemnified from and against all and any claims, proceedings, actions, demands, loss, liability, reasonable costs, reasonable expenses, damages, penalties, fines, judgments or awards sustained or arising out of or in connection with any claims, proceedings, action or demand made or raised by any person in which it is alleged that use of that person's Intellectual Property Rights for any of the purposes of the Services does or may infringe the rights of any person.
- 11.4. Neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights of the other. Neither Party shall have any right to use any of the other's names, logos or trade marks on any of its products or services without the other's prior written agreement.
- 11.5. Subject to any pre-existing rights of ORION CONSULTING GROUP Limited or of any third party any intellectual property including but not limited to patents, copyrights or design rights including the information reports, drawings, specifications and any other results of the Services arising from this Agreement shall be dealt with in the following manner:
 - 11.5.1. all such Intellectual Property Rights shall remain the property of ORION CONSULTING GROUP Limited until all Fees and Expenses have been paid to ORION CONSULTING GROUP Limited in relation to any such report or result to which such Intellectual Property Rights attach or in which they subsist;
 - 11.5.2. following payment in accordance with paragraph 3 you shall have a royalty free perpetual licence to hold, copy, disseminate and otherwise use that intellectual property for the purposes of the management of your own business (the "Client Licence");
 - 11.5.3. you may issue a sub licence in relation to all or part of the rights under the Client Licence to its employees and/or consultants, advisors or agents or other third parties without royalty. For the avoidance of doubt such sub licence (the "Sub Licence") may be for a limited period only and may only permit the use of the intellectual property concerned for the provision of advice, assistance or services to You for the purpose of or connected with the management and/or regulation of your business. You must obtain the agreement of any sub licensee to these terms of the Sub Licence;
 - 11.5.4. neither you nor any party in receipt of a Sub Licence from you shall be entitled to hold, copy, disseminate or publish or otherwise use the intellectual property so licensed for any purpose other than the management and/or regulation of Your business.
- 11.6. Ownership of existing Intellectual Property Rights in the method, technique, knowhow and any software manuals, notes and instructions designed or used by ORION CONSULTING GROUP Limited in connection with the provision of the Services, other than software owned or licensed by you shall belong to ORION CONSULTING GROUP Limited except where that ownership belongs to any third party.

12. Indemnity

- 12.1. Subject to the provisions of the remainder of this paragraph 12 below but without prejudice to the rights of ORION CONSULTING GROUP Limited as agent under the general law, you agree to indemnify and at all times keep ORION CONSULTING GROUP Limited, and its officers, directors (each an "Indemnified Person") fully and effectively indemnified against all losses, claims (whether or not successful, compromised or settled), expenses, damages, liabilities, actions, demands, proceedings and judgments whatsoever related to or arising directly or indirectly out of ORION CONSULTING GROUP Limited's provision of services including the Services under this agreement or any other related transaction in connection with which ORION CONSULTING GROUP Limited may provide services to you or an associate of yours.
- 12.2. You agree that you will reimburse ORION CONSULTING GROUP Limited and or all other Indemnified from time to time for all losses, costs, charges, expenses (including legal and other professional fees which are reasonably incurred) or taxes (including VAT, stamp duty and or any other tax other than corporation tax on normal trading profits) which may be incurred by ORION CONSULTING GROUP Limited or any such other Indemnified Person in connection with investigating, preparing or defending any such action or claim, whether or not in connection with pending or threatened or actual litigation or arbitration, in which any such Indemnified Person is a party, whether or not resulting in liability on the part of ORION CONSULTING GROUP Limited or such other Indemnified Persons (as the case may be) and/or in establishing its right to be indemnified pursuant to this paragraph 12.2).

- 12.3. You will not, however, be responsible to any Indemnified Person for any claims, liabilities, losses, actions, demands, proceedings, judgments, damages, costs or expenses to the extent that they are finally judicially determined to directly or indirectly result from the fraud, negligence or willful default of such Indemnified Person, or otherwise attributable to a material breach of its obligations under this agreement or it is otherwise prohibited by law or regulation to require such indemnity to be made.
- 12.4. Without prejudice to any claim you may have against ORION CONSULTING GROUP Limited, no proceedings may be taken against any director, officer, employee or agent of ORION CONSULTING GROUP Limited in respect of any claim which you may have against ORION CONSULTING GROUP Limited.
- 12.5. Each Indemnified Person shall be entitled to enforce its rights under this paragraph 12 pursuant to the Contracts (Rights of Third Parties) Act 1999, subject to paragraph below, notwithstanding that such Indemnified Person is not a party to this agreement.
- 12.6. You agree that you will not, without the prior written consent of ORION CONSULTING GROUP Limited settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim in respect of which indemnification may be sought under this paragraph 12 (whether or not you are an actual or potential party to such claim) unless such settlement, compromise or consent includes an unconditional release of ORION CONSULTING GROUP Limited from all liabilities arising out of such claim.
- 12.7. ORION CONSULTING GROUP Limited may defend, compromise, settle or deal with any claim made or threatened within the scope of the indemnity set out in this paragraph 12 as it sees fit (having considered your reasonable requests).

13. Limitation of Liability

- 13.1. Nothing in the Agreement shall exclude or restrict either Party's liability for:
 - 13.1.1. fraud;
 - 13.1.2. death or personal injury resulting from the negligence of a Party or its employees while acting in the course of their employment; or
 - 13.1.3. any other liability that cannot be limited or excluded by law.
- 13.2. Subject to paragraph 13.1, ORION CONSULTING GROUP Limited's liability to you in tort (including negligence), for breach of contract, for misrepresentation (whether innocent or negligent), for breach of statutory duty or otherwise arising out of or in connection with the Services, and/or any other obligations under this agreement shall:
 - 13.2.1. be limited to the lower of (1) the Fees received by you pursuant to this agreement during the twelve months immediately preceding your notification or assertion to ORION CONSULTING GROUP Limited of a claim or potential claim or (2) the total Fees paid by you in respect of the particular Service or Services from which the claim or potential claim arises;
 - 13.2.2. not extend to any indirect, consequential or special damages, including but not limited to loss of profits; loss of revenue; loss of goodwill; loss of anticipated savings or profits or any other special, indirect or consequential loss or damage whatsoever, whether sustained by You or any other person and even if foreseeable or if we have been advised of their possibility.
- 13.3. Both Parties agree that the limitation of liability in this paragraph 13 shall not apply to the indemnity set out in paragraph 11 or the indemnity set out in paragraph 12.

14. Bribery Act 2010

- 14.1. We confirm that ORION CONSULTING GROUP Limited maintains procedures and policies in relation to the Bribery Act 2010, and that we circulate them amongst our staff. We require confirmation from the firms with whom we do business that they also observe the requirements of this legislation. Please let us know if you have any queries.

15. Termination

- 15.1. Either party may terminate this agreement upon no less than 30 days' notice in writing to ORION CONSULTING GROUP Limited.
- 15.2. Either party may terminate this agreement upon immediate written notice to the other in the event of:
 - 15.2.1. material breach by the other of this agreement or any provision of it. Failure to pay some or all of the Fees and / or Expenses due promptly in cleared funds shall amount to a material breach;
 - 15.2.2. any petition or order for the bankruptcy and or insolvency of the other.
- 15.3. ORION CONSULTING GROUP Limited may terminate this agreement upon immediate notice in writing if for any reason, it concludes that it must do so in order not to undertake or offer to undertake any Regulated Activities, and or to comply with any other law and / or regulation.

- 15.4. Termination shall not affect any rights and obligations which have accrued to either party prior to termination.
- 15.5. The following provisions shall survive termination:
 - 15.5.1. All parts of the Letter of Engagement other than the "End Date" which shall be deemed replaced with the date of termination.
 - 15.5.2. Paragraphs 1,3,4,8,11,12, 13,15, and 16 of these Terms shall survive termination.

16. General

- 16.1. Subject to the Confidentiality Agreement the Letter of Engagement and the Terms set out the entire agreement and understanding between the you and ORION CONSULTING GROUP Limited in connection with the appointment of ORION CONSULTING GROUP Limited as your corporate adviser.
- 16.2. Save to the extent that third party rights are conferred in the Letter of Engagement on a person by express reference to the Contracts (Rights of Third Parties) Act 1999, a person who is not a party to the Letter of Engagement has no right to enforce any of its terms under that Act. Where by reason of that Act, a third party is entitled to enforce any term of this agreement all provisions of this agreement which would assist that third party in connection with the enforcement of a right conferred upon him also apply to him. However, this agreement may be waived or terminated as provided above without the consent of or notice to any person who may have a right under this agreement to enforce any term of it pursuant to that Act.
- 16.3. Any notice or consent under this agreement may be served or communicated by hand, post or email by either party upon the other at the address for each stated at the beginning of this agreement or such other address as either may notify to the other by the same means.
- 16.4. If any provision of the Engagement Letter or the Terms contravenes the applicable regulations or law or shall be declared void or unenforceable by the Court or administrative body of competent jurisdiction, the validity of the remaining provisions of the Engagement Letter and the Terms shall not be affected thereby.
- 16.5. This Agreement shall be governed by, and construed in accordance with, English law. Both Parties irrevocably agree that in the event of any dispute as to the construction or application or enforcement of this Agreement such a dispute shall be referred to the exclusive jurisdiction of the courts of England.