



Proactive Networking Ltd
Terms & Conditions

Version 7

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Basics

All contracts between the Client and Proactive Networking Ltd are bound by these Terms of business. These Terms may be updated at any time and a copy can be downloaded from www.proactive-networking.co.uk.

Hardware

A.1 If **hardware is supplied by Proactive Networking Ltd**, the hardware warranty is covered for the period of one year irrespective of support contract(s).

No Support Contract

A.2 if no support contract is purchased from Proactive Networking Ltd, then the hardware (beyond one year) and software of the associated customer will be the responsibility of the customer. All support and diagnostics hereafter will be charged at the standard rate.

A.3 Support contracts will be defined as to what they cover exactly, i.e. number of computers, or servers.

Licensing

A.4 Customers are responsible for the licensing and storage of software. Proactive Networking Ltd will source on request software.

A.4b Pre-existing software needs be licensed for Proactive Networking Ltd to install. If software is not licensed Proactive Networking Ltd will assume no responsibility and the associated customer is liable.

Remote Support

A.5 Irrespective of support contract, remote support will be initiated within four hours of first support request.

Onsite Support

A.6 If the problem cannot be resolved as per A.6 then an onsite visit maybe required. If this is so, the site visit will be enacted within 6 hours of A.6 being completed.

A.7 All hardware is covered under warranty for a period of one year unless specifies otherwise.

A.8a Software is not covered under any warranty and can only be covered by a support **contract**.

Servers

A.8b All servers purchased must be accompanied by a support contract for the minimum period of one year.

A.9 All support contracts cannot be cancelled within the first year.

A.10 Hardware or software that has been tampered or altered in anyway by a third party company voids all support contracts and the remaining financial amount for that contractual year will be due.

Payment

A.11a All payment must be made within 14 (or 30) days (terms defined on invoice). If payment is late a new payment date must be agreed between the customer and Proactive Networking Ltd. Payments can be made over several dates to spread the total cost; this will need to be agreed with Proactive Networking Ltd.

A.11.a.i If payment has not been received two days past the specified term (within 14 (or 30) days (terms defined on invoice)), Proactive Networking Ltd reserve the right to suspend any service until payment is received. If payment is not received within a further 5 days (one-week overdue) Proactive Networking Ltd reserve the right to cancel that service. Charges may apply to reinstate that service.

A.11.b Payments made by Standing Order must clear on the agreed date.

A.11.c If a standing order is cancelled accidentally or otherwise a new standing order must be created and the failed payment must clear within 7 days after the non-payment of the standing order, unless otherwise agreed.

A.11.c.i If payment does not clear within 7 days Proactive Networking Ltd reserve the right to suspend or cancel any service.

A.11.d Proactive Networking Ltd payment options are:

Monthly via standing order or

Quarterly invoicing (unless otherwise agreed).

Please note that quarterly payments must clear before the quarter begins to guarantee continuation of services.

Proactive Networking Ltd reserves the right to suspend services if payment has not been received.

Cancellation

A.12a All support contracts have a 3-month cancellation period.

A.12b All support contracts are annual. A contract would therefore need to be cancelled 3 months before the contractual year ends (month 9 of the contractual year).

A.12b.i If for example the cancellation is requested on month 11, to complete the 3 month cancellation period 2 additional months would be added to the contract $((\text{annual contract total} / 12)) \times 2$.

A.12c If a cancellation is requested within the first year, three months cancellation period will be necessary and the remainder of the annual contract amount. Unless agreed by Proactive Networking Ltd.

A.12c.i For example if a cancellation has been requested month 6, the contract will continue for 3 months (month 9) and the final payment would need to include payments for months 9 -12, therefore completing the one year contract.

MX Hosting / Mailbox Hosting / Exchange Hosting

Payment

B.1 All MX hosting is charged annually. If cancellation is requested no refund will be supplied for the period remaining.

Cancellation

B.2 A cancellation period of 3 months is required and a fee may apply.

Support

B.3 Support for MX account covers usernames and passwords only. All content, SPAM and viruses' need to be managed by the end user appropriately.

B.4 Antivirus and SPAM filtering can be provided at a cost.

B.5 Mailboxes may be limited.

Domain Hosting

Payment

C.1 All domains are charged annually. If cancellation is requested no refund will be supplied for the period remaining.

Cancellation

C.2 A cancellation period of 3 months is required and a fee may apply.

Support

C.3 Support for domains includes: MX records, DNS, A Records and FTP access.

Responsibility

C.4 The customer is fully responsible for all website content.

Network Software Support Contract

Includes

The Network Software Support Contract covers all networks, software's and devices installed and agreed by Proactive Networking Ltd. If hardware that is provided by Proactive Networking Ltd or hardware agreed upon fails during the year of hardware warranty Proactive Networking Ltd will reinstall the hardware under the network agreement.

Does Not Include

It does not cover, software's, devices and hardware's installed by the customer or a third party other than Proactive Networking Ltd.

Printers are not covered. Proactive Networking Ltd will supply and install printers.

If the customer wishes to upgrade or purchase new hardware or software; installation is not included in the support contract. However if supplied and fitted by Proactive Networking Ltd hereafter will be covered.

Network Hardware Support Contract

Includes

Hardware purchased has a manufacturer's warranty of 1 to 3 years. This will be disclosed at purchase from Proactive Networking Ltd. All hardware has a warranty period. However Proactive Networking Ltd offers a further warranty for hardware once manufactures' has expired. This is based on the hardware age, condition and whether purchased from Proactive Networking Ltd. A Proactive Networking Ltd engineer person will inspect hardware.

Does Not Include

Beyond the first year Proactive Networking cannot support:

- Printers
- Photocopiers
- Scanners
- Keyboard
- Mice

And other peripherals which Proactive Networking ltd deems to have no value.

Detailed

Definitions

1.1. Scope: This document defines the general terms (and provides additional explanation to clarify and amplify those terms) that shall apply to all agreements and retainer contracts involving Proactive Networking Ltd Consultancy Services. These clauses are incorporated into and form an integral part of our contract.

1.2. The parties: Proactive Networking Ltd is the party with whom a contract of supply exists.

Statement of Professional Standards

2.1. Proactive Networking Ltd will conduct its business in accordance with the professional standards laid down by the Code of Professional Conduct of the Institute of Management Consultants (UK).

2.2. In particular, we will abide by Principles 1 & 2 of the Code regarding 'high standards of service to the client' and 'independence, objectivity and integrity.'

Performance

3.1. All commitments with respect to the timing and scope of a project given to the client by Proactive Networking Ltd - whether verbal or written - are made in good faith but are made necessarily in advance of knowing the full scope of the difficulty that may pertain to performance on specific points (for example, un-foreseeable difficulty in obtaining certain information requested by the client). For this reason, whilst Proactive Networking Ltd agrees to use its best endeavours to fulfil such commitments to clients on the timing and the scope of consultancy and other projects we cannot guarantee performance in either respect.

3.2. Where the contract specifies that our service will be provided by a named individual, Proactive Networking Ltd agrees to take all reasonable steps to ensure that these persons will remain on these assignments for the full length of the contract.

3.3. Proactive Networking Ltd further agrees to obtain the client's agreement to any significant substitution of personnel that is necessitated by unforeseen circumstances - such as staff sickness.

Confidentiality

4.1. Proactive Networking Ltd agrees to hold all information provided by the Client confidential where the client so specifies, save where such information is known to Proactive Networking Ltd already, or exists already in the public domain, until, either the information enters the public domain, or Proactive Networking Ltd is given the same information by a third party, or is released from its confidentiality requirement by the client, or the client is found in breach of contract with Proactive Networking Ltd by a court of law (including non-payment of account) or three years have elapsed - whichever is the sooner.

4.2. The client agrees to hold confidential all information about Proactive Networking Ltd's proposal(s), fee structures, fees and personnel.

Materials Supplied

5.1. Proactive Networking Ltd agrees to handle any materials, such as product samples or documents, supplied by the client to Proactive Networking Ltd in a responsible fashion and return them to the client upon request. However, Proactive Networking Ltd will not be responsible for any wear or tear occasioned nor for any loss or theft that might occur. All such material is supplied at the client's own risk and no liability for any financial restitution for any direct or indirect value is accepted nor any consequential loss.

Conflict of Interest

6.1. Proactive Networking Ltd will decline any third party contract that would create a conflict of interest with the client's previously agreed instructions. Where such a conflict only becomes apparent after our agreement to act for the third party we will invoke Clauses 6.2 and 6.3 in respect of their contract.

6.2. Proactive Networking Ltd warrants to bring to the attention of the client any conflict of interest that may arise between the client's instructions and the terms under which Proactive Networking Ltd is acting, or has acted, for another client at the time that it becomes apparent to Proactive Networking Ltd officers (where such third party instructions were received prior to the client's instructions). The client will then be free to vary his contract with Proactive Networking Ltd in the light of this revelation to the extent that it is affected by the potential conflict of interest. Such a declaration by Proactive Networking Ltd will be general in nature, so as not to prejudice the confidentiality with the third party.

6.3. Proactive Networking Ltd will have the right to resign its contract in such circumstances if, in its judgement, it is unable to proceed with the contract and maintain its fiduciary duty. Proactive Networking Ltd shall receive payment in full for hours worked and expenses incurred to the date of disclosure, including all due contract stage payments but not including any entitlement to pro-rata payment for any amounts payable on completion such as performance fees or terminal payments.

Rights of Ownership

7.1. Proactive Networking Ltd warrants that all personnel, whether full-time employees or not, will be employed on terms that protect the Clients intellectual property rights.

7.2. Notwithstanding any payments received from the client, all rights of ownership to all materials prepared by Proactive Networking Ltd, whether written or not, shall remain the property of Proactive Networking Ltd - copyright and distribution rights are reserved by Proactive Networking Ltd at its sole discretion, except where these rights are explicitly stated in writing to have been waived or where the contract between Proactive Networking Ltd and the client explicitly so provides or where the material is so endorsed by Proactive Networking Ltd.

7.3. Proactive Networking Ltd however grants the right, without prejudice to its position under the previous paragraph, to the client to copy freely any material provided by Proactive Networking Ltd as part of work wholly commissioned by the client provided that distribution of these copies is exclusively within the client's particular organisation.

7.4. This clause shall apply to all reports, including the final client report, and all presentation materials. It shall also apply to any audio or videotaping of any presentations made by Proactive Networking Ltd for the client. In addition, it applies to all training materials used to support Proactive Networking Ltd training sessions.

7.5. The right to distribute copies of Proactive Networking Ltd material internally within the Client's organisation does not extend to multi-client and off-the-shelf market research reports which have been bought from Proactive Networking Ltd. Additional copies of such reports for internal distribution are available, at the time of purchase or later, at greatly reduced cost.

7.6. The client's interests in respect of this clause and any materials provided by the client to Proactive Networking Ltd are protected by Proactive Networking Ltd's blanket confidentiality commitment in respect of the dissemination of any and all materials related specifically to the client's affairs outlined in Clause 4 above.

Time Basis for Contracts

8.1. Where applicable, activity time is calculated inclusive of travel time from the prior non-client activity (such as from the consultant's home, office, or third party premises).

8.2. The unit of activity is normally the Day, except where otherwise agreed in advance.

8.3. Activity time includes all office time spent acting for the client.

8.4. Where the unit of activity is by the hour, all travel, office, administrative, preparatory, production and telephone time in addition to actual client meetings and external interviews, are chargeable at the agreed hourly rate for the individual concerned.

8.5. Activity logs will be provided to clients upon request.

Expenses

9.1. Proactive Networking Ltd contracts with clients stipulate whether they are 'fixed price' (ie all expenses will be included within the pre-negotiated fee and not charged supplementary to the client) or 'fee plus expenses' - in which case expenses are levied in addition to our agreed fee. This section provides clarification of our standard policy on what expenses will be claimed and how.

We do not levy a fixed daily dislocation charge

9.3. In the case of 'net of expenses' contracts, Proactive Networking Ltd is hereby authorised to incur, without prior notice to the client, 'reasonable' travel expenses (as outlined below in Clause 9.8) in performing the client's instructions. The client agrees to re-imburse these in addition to the contract fee.

9.4. All expenses are payable for the total activity time (as defined in Clause 8 above): ie including travel to and from the client or travel to and from third parties on behalf of the client.

9.5. Invoices for expenses will normally be presented monthly. Proactive Networking Ltd may, at its sole discretion, choose exceptionally to present invoices more or less frequently, to reflect the level of expense incurred.

9.6. Expenses incurred in foreign currency will be billed at the actual exchange rate obtained (gross rates, including commission, handling charges etc, will be used) except where this rate is not immediately available, such as for some credit card charges, when either the last rate obtained or an estimated rate will be used at Proactive Networking Ltd's discretion.

9.7. Expenses are re-imburseable immediately and the client accepts that they are not subject to any credit terms or delayed payment clauses that may relate to some or all of our professional fee.

9.8. 'Reasonable' travel expenses are those generally applied within international corporations for their senior executives. They vary to reflect the different standards applied to business travel in various parts of the world. For illustrative purposes, they include, inter alia, Business Class international air travel and Economy (or 'coach') class internal flights, accommodation and incidental costs within an hotel suitable for international business affairs, all meals whilst acting on behalf of the client within an hotel's restaurant or an equivalent grade of individual premises, 1st class rail travel, taxis and car-hire costs for a mid-size or executive size vehicle as appropriate, entertainment costs for third-party contacts made on behalf of the client commensurate with obtaining the maximum value-for-money from the contact for the client. Where appropriate to the circumstances, we reserve the right to vary the class of travel to meet the business need. The client so authorises.

9.9. Allowable expenses are charged to the client at the gross invoice value. Expenses will be charged inclusive of any sales taxes (or similar fiscal levies) where these are payable by us, whether or not we may be able to subsequently reclaim any part of these. VAT (and any other relevant tax) will be added to the invoice amount in line with current government legislation at the rate ruling at the time of invoice.

9.10. Any additional charge for incidental expenses such as telephone, fax, copies of client commissioned reports, and presentation materials would normally be waived, except where such costs represent a significant proportion of the project value; such basis to be agreed by the client in advance.

9.11. The client should note that travel fares are sometimes charged on the basis of travel to and from Proactive Networking Ltd premises, which may not be the actual journey made, as our consultants may be travelling from a location required for another client's business.

9.12. Proactive Networking Ltd employees are required to obtain receipts for expenses wherever practical. These are retained by Proactive Networking Ltd and are available for inspection by the client upon his request.

Fees

10.1. The remuneration structure agreed between the client and Proactive Networking Ltd may be based on a number of methods. These are a 'retainer', a 'fixed fee', a 'time based rate' (e.g. day rate, also known as a per diem fee, or an hourly rate), a 'success fee', and a 'brokerage' or 'finder's' fee'.

10.2. The client agrees to pay Proactive Networking Ltd according to the fee structure outlined in Proactive Networking Ltd's project proposal, as amended by subsequent written correspondence.

10.3. 'Retainer fee' shall be defined as a payment made to secure Proactive Networking Ltd's services for a fixed period of time. The retainer shall be automatically renewed except where either party gives the appropriate notice or is in breach of the contract or where otherwise defined in the specific terms of the contract.

10.4. Fixed fee contracts cover the performance of an agreed service as outlined in our Project Proposal for an agreed remuneration. Extra time incurred by Proactive Networking Ltd in the performance of the 'fixed fee' component of a contract shall be borne by Proactive Networking Ltd. The fee shall be fixed in the currency in which the quotation is made, regardless of exchange rate movement.

10.5. The 'daily rate' and 'hourly rate' shall be charged in accordance with the criteria defined in Clause 8.

10.6. Where Proactive Networking Ltd introduces the client to a third party, which Proactive Networking Ltd identifies to the client as a potential 'partner' (as defined in 10.8), Proactive Networking Ltd shall receive a payment from the client by way of a 'success fee', 'brokerage fee' or 'finder's fee'. The fee shall be triggered under the circumstances defined in the particular contract with the client, or in the absence of such agreement, by the conclusion of a legally binding agreement with a third party where this agreement results in significant part from the actions of Proactive Networking Ltd under the consultancy agreement and where the partner was explicitly identified to the client by Proactive Networking Ltd. It shall normally be expressed as a percentage of the 'value' associated with the triggering event. 'Value' shall be calculated as defined in Clause 11. The percentage rate will be determined in advance by negotiation to reflect the degree of involvement of Proactive Networking Ltd in the identification process.

10.7. Finder's fees, brokerage fees and success fees shall be subject to a 0.5% or £50,000 minimum, whichever is the greater, except where otherwise agreed.

10.8. In the context of this clause, 'partner' shall include, but not be limited to, all of the following: companies and individuals with whom the client concludes a collaboration agreement; businesses acquired, whether for cash or equity; licensees and cross-licensees of intellectual property rights; joint-venture partnerships; distribution agreements with wholesalers, distributors and sales or marketing agents.

10.9. Where Proactive Networking Ltd provides an introduction whilst acting on behalf of the client that may lead to a right to a finder's fee subsequent to the completion of the assignment with the client, Proactive Networking Ltd shall be entitled to the said finder's fee whenever the agreement between the parties is concluded.

Valuation

11.1. This clause shall only apply to projects where Proactive Networking Ltd is to receive a 'success fee' or a 'finders fee'.

11.2. The valuation attributed to an agreement for the purposes of calculating Proactive Networking Ltd's success fee shall depend on the type of partnership that is concluded.

11.3. For acquisitions, the valuation shall be the total amount paid for the partner's share capital or its business plus repayments of intercompany indebtedness, dividends (including tax credits) plus special

emoluments or other benefits paid at the time of the transaction plus any deferred consideration or amount paid into escrow plus any other form of debt structuring or financial arrangements used to affect the price, pro-rated where appropriate to 100% of the capital of the target; otherwise known as the 'headline value'.

11.4. For joint-ventures, the value shall be the targeted Year 5 working capital (sum of equity and loans) of the venture as contained in the set-up documentation, or where this is not possible to determine, shall be negotiated between the parties to reflect the agreed value of the introduction.

11.5. For distribution agreements, the value of the finder's fee shall be based on the targeted Year 5 sales of the venture, or where this is not possible to determine, shall be negotiated between the parties to reflect the agreed value of the introduction.

11.6. For licences and cross-licences and all other types of partnership not more explicitly covered elsewhere in this Clause, the value shall be the value agreed between the Client and the Partner for the purposes of their relationship or, where no such value has been established, shall be negotiated between Proactive Networking Ltd and the Client so as to accurately reflect the value of Proactive Networking Ltd's introduction to the Client.

11.7. Where it is not possible to agree a value, both parties agree to submit the matter to mutually binding arbitration, as defined in Clause 23.

Cancellation Rights

12.1. The contract shall be regarded as a whole unless there are break points within it agreed in advance or it is divided into stages or where it is subject to periodic renewal. Where no such division is agreed in advance and stipulated in the contract, the client shall be liable for the totality of the value of the contract - including all expenses incurred to the date of cancellation - whether or not the client wishes the work to be completed.

12.2. If a consultancy contract is expected to be for an extended period or to have phases contingent upon the results of earlier work, it will normally be divided into stages or subject to periodic renewal. Where such divisions apply, either party may choose not to continue the contract into the next phase without penalty (unless otherwise provided in the specific contract). Where such cancellation is by Proactive Networking Ltd the client shall be entitled to a refund of that proportion of any advance of fees that relate to the remaining part of the contract.

12.3. Annually renewed service contracts and retainers shall be renewed automatically for a further 12 months unless either party gives the other the minimum notice of termination set out in the individual contract or in the absence of such a provision 3-month notice.

12.7. In the event of cancellation, expenses incurred referred to in this Clause shall be interpreted as including all monies spent on behalf of the client plus all spending irrevocably committed to on the client's behalf by Proactive Networking Ltd up to the date of cancellation plus any cancellation charges that may be levied by third party suppliers as a result of the contract cancellation.

Payment Terms

13.1. The client agrees to be bound by the payment terms stipulated in the contract.

13.2. If the client fails to make any final payment without giving notification of due cause, then Proactive Networking Ltd will withhold delivery of any final reports and will not be responsible for any inconvenience, loss or damage so caused.

13.3. In respect of any delays in interim payments attention is drawn to Clause 14.2 below.

13.4. The currency of payment will be stipulated in the client contract. Both parties agree to accept this in respect of all invoices and payments.

13.5. Unless otherwise explicitly provided by an individual contract, no account will be taken of any exchange rate fluctuations during the life of the contract. Each party accepts as their own responsibility the variation, whether favourable or unfavourable, that they may see in local currency terms in respect of the contract.

13.6. The client's responsibility is for payment to Proactive Networking Ltd of the full amount agreed. The client agrees to adjust all payments to take into account any charges levied (such as may be made by the transferring bank), such that the full amount is received by Proactive Networking Ltd. The client accepts that Proactive Networking Ltd shall be entitled to recover all deducted amounts.

13.7. The client agrees to make payment by the method stipulated in the contract to the location stipulated in the contract. Proactive Networking Ltd shall be entitled to recover any costs caused by any client variations in this respect not agreed in advance.

13.8. The client agrees to pay all government taxes and duties, regardless of origin, that may apply to all payments to Proactive Networking Ltd. The client further agrees that, should there be a change in type or value during the life of the contract, whether favourable or unfavourable to the client, he will be responsible for them in totality. Each party will be responsible for recovering his own entitlements in respect of pre-payments (for example in respect of VAT or sales tax).

13.9. Proactive Networking Ltd shall be entitled to charge interest at the rate of 2% per month on all amounts that remain unpaid 30 days after the agreed payment date.

13.10. In the absence of any other agreed payment terms, all invoices shall be payable in full within 14 days of the date of the invoice.

Stage Payments

14.1. Most contracts that extend across several months provide for stage payments. These are negotiated in advance as part of the normal discussions prior to agreement of the contract.

14.2. Proactive Networking Ltd shall have the right to suspend all work on behalf of the client should these payments not be made on time to the agreed schedule. Any adverse impact that this suspension has upon the completion schedule or the quality of the product for the client shall be at the client's sole responsibility. This right applies not just to the contract in arrears but also any other contracts with the client, whether or not payments against these contracts are in arrears.

14.3. In particular, clients should note that where it has been agreed that payment of all or part of a contract is to be made 'in advance' work will not commence on the client's behalf until payment is actually received.

Liability for Advice Given

15.1. Proactive Networking Ltd provides information, advice and services in good faith based upon information available at the time. We do not warrant the accuracy of information provided. It is for the client to decide whether or not to accept our advice in making his own management decision. We advise that any data critical to a decision should be independently verified prior to being acted upon. Therefore Proactive Networking Ltd accepts no liability for the consequences of its information opinions and advice whether direct or indirect.

Publicity

16.1. Proactive Networking Ltd do not have the right, to reference the client, or to publicise the fact that the client is, or was, a client and to utilise the client's name in publicity materials in this respect. Proactive Networking Ltd may not describe in general terms the type of work conducted for the client, and is not permitted to link the two without the prior permission of the client.

16.2. Wherever the results of any commissioned work are cited by the client, the client agrees to make due reference to Proactive Networking Ltd so as to make it clear who carried out the work, except where

Proactive Networking Ltd explicitly waives this right. This provision is notwithstanding the over-riding position over ownership of said product (outlined in Clause 7, Rights of Ownership, above).

Recruitment of Personnel

17.1. Each Party undertakes not to attempt to solicit or procure the services of staff employed by the other party who are involved in the performance of this contract during the course of this contract and for a period of six months thereafter without the written permission of the other party.

17.2. The client agrees to pay Proactive Networking Ltd a 'finders fee' should the client recruit a Proactive Networking Ltd consultant to a paid employment position within two years of the conclusion of any work on behalf of the client by that Consultant or of that Consultant being introduced to the client whichever is the later.

17.3. In respect of this clause, the definition of 'Consultant' shall include all Proactive Networking Ltd employees and Associates that are involved in the provision of services to the Client under this or any other contract.

17.4. The 'finders fee' shall be 30% of the first year's gross remuneration payable by the Client or its Associates to the Consultant.

Insolvency

18.1. Proactive Networking Ltd shall have the right to discontinue immediately all work for the client should he or another person petition for his bankruptcy, or he be declared insolvent, or he be placed into administrative receivership or be generally unable to pay his bills as they become due.

18.2. In these circumstances Proactive Networking Ltd will also be entitled to have a general lien on all goods and property of the client that is within Proactive Networking Ltd's possession and, following 14 days notice to dispose of such goods and property in such manner and at such prices as Proactive Networking Ltd thinks fit and to apply the proceeds towards such debts.

Illegal activities

19.1. Proactive Networking Ltd will not carry out any illegal activities on behalf of the client. Any requirement in this respect will nullify this contract in respect of performance and Proactive Networking Ltd will be entitled to recover in full its fee and expenses.

19.2. The client agrees not to make any illegal use of any information provided by Proactive Networking Ltd.

19.3. Neither party shall be liable to the other for any indirect, special or consequential damages.

Limitation of liability

20.1. Without prejudice to other more restrictive limitations elsewhere in this contract, liability on the part of Proactive Networking Ltd is limited to the value of the contract with the client or the value of the loss whichever is the smaller. Proactive Networking Ltd accepts no liability for the consequences of its information, opinions and advice, whether direct or indirect.

Force Majeure

21.1. Whilst Proactive Networking Ltd agrees to use its best endeavours to perform the contract for the client as specified, Proactive Networking Ltd will not be responsible for any delays or failure to complete the contract which are beyond Proactive Networking Ltd's control and which could not have been reasonably predicted.

21.2. Where the delay caused by third party events outside either party's control or influence causes such delay that the purpose of the contract is wholly or significantly destroyed, either party shall be entitled in these circumstances to cancel the remaining portion of the contract. In such circumstances the client will not make any further payments of fees but there will be no refund of payments already made (including any payments for that part of the contract that remains unfulfilled) and Proactive Networking Ltd will be entitled to recover any costs already incurred.

Jurisdiction

22.1. Any disputes or claims shall be governed by and construed in accordance with English law and the jurisdiction of the English courts.

Arbitration

23.1. All unresolved disputes between the Parties shall be referred to arbitration in London before a single arbitrator to be appointed, in default of agreement otherwise, by the President for the time being of the Institute of Management Consultants.

23.2. Both parties also agree that all disputes arising with respect to this contract will be arbitrated upon within the English legal system.

Waiver

24.1. The failure by either party to enforce at any time or for any period any one or more of the terms and conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

Integral part of contract

25.1. The client, in signing the contract, accepts that all of these terms have been read, understood and agreed.

25.2. The client agrees that all of the above terms form part of the contract between Proactive Networking Ltd and the client, except where explicitly excluded or modified by the contract and shall take precedence over and shall not be varied by any other means including any terms or conditions that the client may from time to time apply to suppliers.

I hereby agree on behalf of _____ (company name) to the above terms and conditions.

Full Name (BLOCK) _____

Role within company _____

Date _____

Signature _____