

Terms and Conditions for the supply of Information Search Services

Whereas

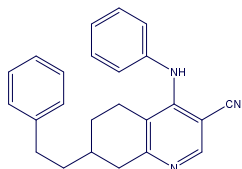
1. The Consultant has access of a number of third party online databases containing an extensive range of scientific, technical and regulatory information and references to such information.
2. The Client desires the Consultant to search such online databases and obtain such information or references to information on specific scientific, technical or regulatory topics as is available in the databases.
3. The Consultant agrees to perform such searches on such topics as the Client requests and to deliver the results of such searches to the Client.

1. Application

These Terms and Conditions shall apply to the provision of the services described on the relevant pages of the Consultant's web site ("Services") by David Trew Consulting Ltd a company incorporated in England and Wales under the Companies Act 2006. Registration number 8641197 whose registered office is at 29 Nalders Road, Chesham, Bucks. HP5 3DQ ("Consultant") to you ("Client"). No other terms and conditions shall apply to the provision of Services unless agreed upon in writing between the Provider and the Client.

2. Interpretation

- 2.1 A "**business day**" means any day other than a Saturday, Sunday or bank holiday in England.
- 2.2 "**Relevant pages of the Consultant's web site**" means the pages describing chemical and regulatory information search services
- 2.3 "**Request for information search services**" means a written request from the Client to the Consultant containing the information listed in Clause 6.1 to request the Consultant to perform an information search on behalf of the Client
- 2.4 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.
- 2.5 Words imparting the singular number shall include the plural and vice-versa.



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3. Services

- 3.1 With effect from the Consultant's acceptance of the Client's Request for Information Search Services and in consideration of the Fees being paid in accordance with these Terms and Conditions, the Consultant shall provide the Services to the Client.
- 3.2 The Consultant shall use reasonable care and skill in its performance of the Services and shall ensure compliance with any and all relevant codes of practice.
- 3.3 The Consultant shall use its best and reasonable endeavours to complete its performance of the Services within any time scale requested by the Client; however time will not be of the essence in the performance of these obligations.

4. Client Obligations

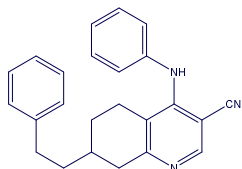
- 4.1 The Client shall supply such information to the Consultant as is necessary for the performance of the services.
- 4.2 The Client shall respond to any requests for additional information made by the Consultant.
- 4.3 The Client Shall not use any information provided to it
 - (a) for any unlawful purpose
 - (b) to infringe the rights of any person or organisation
- 4.4 The Client shall warrant that it has the capacity to enter in to this agreement, and if entering in to this agreement on behalf of an organisation has due authority to enter in to this agreement on behalf of the organisation.
- 4.5 The Client shall comply with all conditions imposed by the database owner(s)
- 4.6 The Consultant shall not be liable for any delay or failure to provide the Services where such delay or failure is due to the Client's failure to comply with the provisions of this Clause 4.

5. Fees

- 5.1. The fees ("Fees") for the Services comprise of two components
 - (a) Database search fees charged by the database provider, will be recovered at cost
 - (b) The Consultants fees for performing the search(es) and for performing any analysis or other services on behalf of the Client on any information obtained
- 5.2. In addition to the Fees, the Consultant shall be entitled to recover from the Client reasonable incidental expenses for third party services supplied in connection with the Services.
- 5.3. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

6. Client's Request for Information Search Services

- 6.1 To obtain Services the Client shall submit a written request on containing the following:

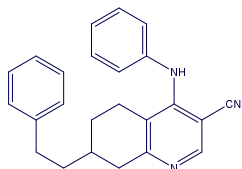


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- (a) Name of the individual requesting the Services
 - (b) Email address of individual requesting the Services
 - (c) The name and address of the organisation requesting the Services
 - (d) A list of search terms or a description of the information sought
 - (e) Indicate acceptance of these terms and condition
 - (f) Indicate agreement to pay all fees in due in connecting with the provision of the Services
 - (g) The request should bear a legally binding signature of a person authorised to enter into contracts on behalf of the organisation
- 6.2 The Consultant will accept the request by issuing the Client with a Project Number and a Client Reference. The issuance of the Project Number and the Client Reference by the Consultant shall establish the contract to perform the Services subject to these Terms and Conditions.
- 6.3 The Consultant reserves the right to make enquires to confirm the identity and status of any potential client
- 7. Payment**
- 7.1 Following the Client's acceptance of this quotation, the Consultant shall invoice the Client for the Fees upon completion of its provision of the Services;
- 7.2 The Client shall pay the Fees due within 30 of the date of the Consultant's invoice or otherwise in accordance with any credit terms agreed between the Consultant and the Client.
- 7.3 Time for payment shall be of the essence of the Contract between the Consultant and the Client.
- 7.4 If the Client fails to make payment within the period in sub-Clause 7.2, the Consultant may claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 on the amount outstanding until payment is received in full.
- 7.5 If the Client fails to make payment within the period in sub-Clause 7.2, the Consultant shall have the right to suspend any further provision of the Services and to cancel any future services which may have been ordered by, or otherwise arranged with, the Client.
- 7.6 All payments must be made in Great British Pounds unless otherwise agreed in writing between the Consultant and the Client.
- 7.7 Payment shall not be deemed to have been made until funds have been cleared through the banking system
- 8. Sub-Contracting**
- 8.1 The Consultant shall be free to sub-contract the provision of the Services (or any part thereof).



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8.2 Where the Consultant sub-contracts the provision of the Services or any part thereof it shall ensure that any and all sub-contractors are reasonably skilled in the relevant practices and shall not pass any additional charges that may be incurred through the use of such sub-contractors on to the Client.

9. Termination

9.1 The Consultant may terminate the provision of the Services immediately if:

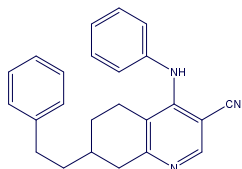
- (a) the Client commits a material breach of its obligations under these Terms and Conditions; or
- (b) the Client is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.
- (c) the Client enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
- (d) the Client convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Client, notice of intention to appoint an administrator is given by the Client or any of its directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Client or for the granting of an administration order in respect of the Client, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client.

10. Intellectual Property

- 10.1 Subject to the provisions of Clause 10.2, the Consultant reserves all copyright and any other intellectual property rights (if any), which may subsist in connection with the provision of the Services. The Consultant reserves the right to take such action as may be appropriate to restrain or prevent the infringement of such intellectual property rights.
- 10.2 The databases are owned by third parties and all associated copyright and other intellectual property rights are retained by their respective owners. The Consultant will render appropriate assistance to the respective database owners to restrain or prevent the infringement of such intellectual property rights.

11. Liability and Indemnity

- 11.1 The Consultant will not be liable by reason of any representation, implied warranty, condition or other term, or any duty at common law or under these Terms and Conditions, be liable for any loss of profit or any indirect, special or consequential loss, damage,



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costs, expenses or other claims (whether caused by the Consultant's employees, agents or otherwise) in connection with its provision of the Services or the performance of any of its other obligations under these Terms and Conditions or this quotation or with the use by the Client of the Services supplied.

- 11.2 The Consultant shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Consultant's obligations if such delay or failure is due to any cause beyond the Consultant's reasonable control.
- 11.3 The Client shall indemnify the Consultant against all damages, costs, claims and expenses suffered by the Consultant arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Client or its agents or employees.
- 11.4 Nothing in these Terms and Conditions shall limit or exclude the Consultant's liability for death or personal injury caused by its negligence or for any other matters for which it would be unlawful to exclude or limit liability.

12. Limitations

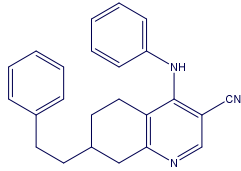
- 12.1 It is understood and agreed that there can be no guarantee that the information or references to information sought by the client will be available or found. For example if the information sought has not been published.
- 12.2 It is understood that there can be no guarantee that the information or references to information will be suitable for a particular purpose.
- 12.3 The Consultant will use its best endeavours to determine at an early stage if it is likely that a particular search will prove unsuccessful and also will use its best endeavours to minimise the costs of unsuccessful searches and advise the Client accordingly.
- 12.4 It is understood and agreed that the service is to perform the searching, and fees will still be payable even in the event the search yields no results.

13. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

14. Communications

- 14.1 All communications shall be in the English language.

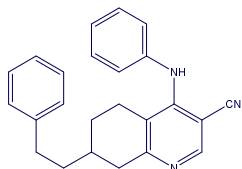


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- 14.2 When communication is made using the telephone either party may record the communication and maintain the same as a record of the communication
- 14.3 When communication is made using electronic mail (E-mail),
- (a) Neither party will be liable for any losses or damage resulting either directly or indirectly from any corruption of the communication occurring during transmission.
 - (b) The parties will take reasonable precautions to prevent the transmission of viruses and similar malware.
 - (c) Documents sent by E-mail shall have the same status as a hard copy document.
- 14.4 Letters sent by first class mail shall be deemed to have been delivered two business days after posting. Letters sent by second class mail shall be deemed to have been delivered seven business days after posting.
- 14.5 A printed signature, having the visual appearance of a traditional hand written signature shall be considered legally equivalent to a hand written signature.
- 15. Notices**
- 15.1 Where the Client is required to give notice in writing to the Consultant, the notice must be addressed to the individual who signed the Consultancy Agreement at the address set out in the Consultancy Agreement.
- 15.2 Where the Consultant is required to give notice in writing to the Client, the notice will be addressed to the person who signed the Consultancy Agreement (or that person's successor) at the address stated in the Consultancy Agreement (or current place of business if the Consultant knows this to be different).
- 15.3 All notices in writing must be sent by post using the Royal Mail Singed For™, or similar service, or delivered by hand to the addressee.
- 15.4 A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):
- (a) where the notice is delivered personally, at the time of delivery;
 - (b) where the notice is sent by post, using the Royal Mail Singed For™, or similar service, at the time it was signed for.
- 16. No Waiver**
- 16.1 No waiver by the Consultant of any breach of these Terms and Conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.



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16.2 No failure or delay on the part of either the Consultant or the Client to exercise any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

17. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

18. Third Party Rights

These Terms and Conditions and any Agreement to perform Services is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to these Terms and Conditions are not subject to the consent of any third party.

19. Sole Terms and Conditions

These Terms and Conditions are the only Terms and Conditions that to any Agreement between the Parties to perform the Services. Any terms or conditions which a Client purports to apply under any purchase order, confirmation of order, specification or other document do not form part of these Terms and Conditions. The Client acknowledges that any agreement, representation, understanding or discussion it wishes to rely upon must be specifically accepted by the Consultant in writing and that no reliance has been placed upon any agreement, representation, understanding or discussion that has not been specifically accepted by the Consultant in writing.

20. Law and Jurisdiction

- 20.1. These Terms and Conditions (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.
- 20.2. Any dispute, controversy, proceedings or claim between the Consultant and the Client relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.