

CONSULTANCY AGREEMENT

THIS AGREEMENT is made this day of _____ [date]

Between

(1) _____ (“Client”) and

(2) Data Graphic Services _____ (“Consultant”).

In the event of a conflict between the provisions of any attachments hereto signed by both parties and the provisions set forth in this Agreement, the provisions of such attachments shall prevail.

1. Services. Consultant agrees to perform for Client the services listed in the Scope of Services section in Exhibit A, attached hereto and executed by both Client and Consultant. Such services are hereinafter referred to as “Services.” Client agrees that Consultant shall have ready access to Client’s staff and resources as necessary to perform the Services provided for by this Agreement.

2. Rate of Payment for Services. Client agrees to pay Consultant for Services in accordance with the schedule contained in Exhibit B attached hereto and executed by both Client and Consultant.

3. Invoicing. Client shall pay commissioning fee equal to 50% of agreed project cost at commencement of project(s). Client shall pay the amounts agreed to herein upon receipt of invoices which shall be sent by Consultant, and Client shall pay the amount of such invoices to Consultant within thirty (30) days of the date of the invoice, subject to condition 4 Exhibit B.

4. Confidential Information. Each party hereto (“Such Party”) shall hold in trust for the other party hereto (“Such Other Party”), and shall not disclose to any non-party to the Agreement, any confidential information of such Other Party. Confidential information is information which relates to Such Other Party’s research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by third parties who possess ordinary skills in computer systems design and programming.

Consultant hereby acknowledges that during the performance of this Agreement, the Consultant may learn or receive confidential Client information and therefore Consultant hereby confirms that all such information relating to the Client’s business will be kept confidential by the Consultant, except to the extent that such information is required to be divulged to the Consultant’s clerical or support staff or associates in order to enable Consultant to perform Consultant’s obligations under this Agreement.

5. Staff. Consultant is an independent contractor and neither Consultant nor Consultant’s staff is or shall be deemed to be employed by Client. Client is hereby contracting with Consultant for the Services described in Exhibit A and Consultant reserves the right to determine the method, manner and means by which the Services will be performed. Consultant is not required to perform the Services during a fixed hourly or daily time and if the Services are performed at the Client’s premises, then Consultants time spent at the premises is to be at the discretion of the Consultant; subject to the Client’s normal business hours and security requirements. Consultant hereby confirms to Client that Client will not be required to furnish or provide any training to Consultant to enable Consultant to perform the Services required hereunder. The Services shall be performed by Consultant or Consultant’s staff, and Client shall not be required to hire, supervise or pay any assistants to help

Consultant to perform the Services under this Agreement. Consultant shall not be required to devote Consultant's full time nor the full time of Consultant's staff to the performance of the Services required hereunder, and it is acknowledged that Consultant may have other clients and may offer services to the general public. The order or sequence in which the work is to be performed shall be under the control of Consultant. Except to the extent that the Consultant's work must be performed on or with Client's computers or Client's existing software, all materials used in providing the Services shall be provided by Consultant unless agreed otherwise. Consultant shall take appropriate measures to insure that Consultant's staff are competent and that they do not breach Section 4 hereof.

6. Termination The Client may terminate this Agreement forthwith by notice in writing if Consultant fails to perform the Agreement's specification as required hereunder and does not remedy such failure within 30 (thirty) days of receipt of the Client's notice in writing. Where the Client terminates this Agreement, Client shall make full and timely payment(s) for the Services as set forth in Exhibit B that has been provided by Consultant up to the time of termination. Consultant shall be liable for non-performance of the Services to the extent and as provided in Paragraph 14 hereof.

7. Insurance. Client shall not provide any insurance coverage of any kind for Consultant or Consultant's staff.

8. Non-solicitation. Each of the parties hereto agrees that, while performing Services under this Agreement, and for a period of six (6) months following the termination of this Agreement, neither party will, except with the other party's written approval, solicit or offer employment to the other party's employees or staff engaged in any efforts under this Agreement.

9. Use of Work Product. Except as specifically set forth in writing and signed by both Client and Consultant, Consultant shall own all intellectual property rights including copyright and patent rights with respect to all materials developed under this Agreement, and Client is hereby granted a non-exclusive licence to use and employ such materials for the Client's internal business purposes only.

10. Client Representative. The following individual _____ shall represent the Client during the performance of this Agreement with respect to the Services and any deliverables as defined herein and has authority to execute written modifications or additions to this Agreement as defined in Section 19.

11. Disputes. At all times, the parties will use their best efforts and negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement, or any breach thereof. If any dispute with respect to the performance of this Agreement cannot be settled amicably through discussion and resolution, such dispute shall be submitted to the Centre for Effective Dispute Resolution in London for mediation and the parties hereby agree to share equally in the costs of said mediation. Both parties agree to co-operate fully with such mediation and to provide such assistance as is necessary to enable the mediator to discharge his duties. All negotiations connected with respect to the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings. Nothing in this Clause shall restrict either party's freedom to commence legal proceedings to preserve any legal right or remedy or protect any proprietary or trade secret right.

12. Taxes. Any and all taxes, except income taxes, imposed or assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, shall be paid by the Client. Consultants shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of Client and Client and Consultant specifically agree that Consultant is not an employee of Client.

13. Warranty. Consultant warrants to Client that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an additional Exhibit and executed by both Client and Consultant. Consultant makes no other warranties, whether written, oral or implied, including without limitation, warranty of fitness for the purpose or merchantability and marketability.

14. Liability. In no event shall Consultant be liable for special, indirect or consequential losses or damages, either in contract or tort including loss of profit, loss of business or contract, loss of turnover, loss of goodwill or loss of data, whether or not the possibility of such damages has been disclosed to Consultant in advance or could have been reasonably foreseen by Consultant save that Consultant does not exclude or limit liability for fraud, death or personal injury as a result of Consultant or Consultant's staff's negligence. In the event this limitation of damages is held unenforceable then the parties agree that by reason of the difficulty in foreseeing possible damages all liability to Client shall be limited to One Hundred Euros or One Hundred and Forty Five Pounds Sterling (€100.00/£145) as liquidated damages and not as a penalty.

15. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

16. Applicable Law. Consultant shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement and contract tender regulation to which it may be subject but to which reference is not made in Exhibit A.

17. Governing Law. This Agreement shall be considered as a contract made in England and according to English law and is subject to the exclusive jurisdiction of the English courts to which both parties hereby submit.

18. Severability. If any part of this Agreement is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable for any reason then such part will be severed from the remainder of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the parties shall promptly commence good faith negotiations to remedy such invalidity.

19. Additional Work and Modification. After receipt of an order which adds to the Services, Consultant may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Client agrees to pay Consultant for such action and expenditure as set forth in Exhibit B of this Agreement for payments related to Services. Except as otherwise expressly permitted by this Agreement, no change to this Agreement will be effective unless it is in writing and signed by authorised representatives of both parties.

20. Notices. Any notice or other communication required or permitted under this Agreement to be given in writing shall be deemed duly given if signed by or on behalf of a duly authorised officer of the person giving the notice and sent to the address of the recipient stipulated below or as notified from time to time.

(i). Notices to Client should be sent to:

(ii). Notices to Consultant should be sent to:

21. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

22. Third Parties. A person who is not a party to this Agreement shall not be entitled in its own right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

23. Waiver. No waiver of any right or breach of any provision of this Agreement shall constitute a waiver of any right or breach of any other provisions of this Agreement unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

Client

Consultant

Type Name and Title