

### 1. APPLICATION

- 1.1 These Terms and Conditions shall apply to the provision of the Consultancy Services by the relevant entity as stipulated in the Client Communication which is providing the Consultancy Services ("Longitude") to the Client and, unless Longitude has agreed otherwise in writing, they shall also apply to any other services of whatever nature which may be provided by Longitude to the Client in the future.
- 1.2 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by Longitude in writing.

### 2. DEFINITIONS

- 2.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement"	means the Client Communication in conjunction with these Terms and Conditions;
"Client"	means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which purchases the Consultancy Services from Longitude;
"Client Communication"	means the email, fax, letter or other written or verbal communication made to the Client confirming the Consultancy Services to be provided;
"Commencement Date"	means the earlier of the commencement date for this Agreement as set out in the Client Communication and the commencement of the performance of the Consultancy Services;
"Consultancy Services"	means the consultancy services to be provided by Longitude to the Client as set out in the Client Communication;
"Fees"	means the fees payable by the Client to Longitude in consideration of the Consultancy Services as set out in the Client Communication or, if not, in accordance with Longitude's Standard Chargeout Rates or such other fee as may be agreed;
"Longitude Group Company"	means any subsidiary of Longitude, any holding company of which Longitude is a direct or indirect subsidiary and any other subsidiary of any such holding company;
"Longitude"	has the meaning given in paragraph 1.1 above;
"Longitude's Standard Chargeout Rates"	means the chargeout rates of Longitude applicable to the Consultancy Services as promulgated by Longitude from time to time; and
"Representatives"	means any officers or employees of Longitude and any consultants, subcontractors or other agents used by Longitude to fulfil their obligations to the Client under the provisions of this Agreement.

- 2.2 Any reference in these Terms and Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 2.3 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.
- 2.4 References in these Terms and Conditions to "holding company" and "subsidiary" shall have the same meanings as ascribed to them in section 1159 of the Companies Act 2006.

### 3. THE CONSULTANCY SERVICES

- 3.1 With effect from the Commencement Date Longitude shall, in consideration of the Fees being paid in accordance with the provisions of paragraph 5 provide the Consultancy Services to the Client.
- 3.2 Longitude shall use reasonable care and skill in their performance of the Consultancy Services.
- 3.3 Longitude shall use reasonable endeavours to complete its obligations under the Agreement.
- 3.4 The Consultancy Services are being provided by Longitude exclusively to the Client. Longitude does not accept responsibility to any third party for the Consultancy Services which it provides to the Client unless Longitude has agreed with the Client in writing that Longitude shall accept such liability.

#### **4. FEES**

- 4.1 The Client shall pay the Fees in accordance with the provisions of paragraph 5.
- 4.2 In addition Longitude shall be entitled to recover from the Client its reasonable incidental expenses in connection with the provision of the Consultancy Services.
- 4.3 The Client shall pay Longitude for any additional consultancy services provided by Longitude that are not specified in the Client Communication in accordance with Longitude's Standard Chargeout Rates or such other fee as may be agreed. Any charge for additional consultancy services will be supplemental to the amounts that may be due for the Consultancy Services.
- 4.4 All sums payable pursuant to this Agreement are exclusive of any value added or other tax (except corporation tax or other taxes on profit), for which the Client shall be additionally liable.

#### **5. TERMS OF PAYMENT**

- 5.1 Longitude shall either invoice the Client on a monthly basis or on completion of the Consultancy Services or as otherwise stipulated in the Client Communication. If invoicing is presented on a monthly basis, each such invoice will set out the charges accrued and payable by the Client for the actual number of hours performed by Longitude personnel during the applicable month at the mutually agreed rates.
- 5.2 All payments required to be made pursuant to this Agreement by the Client shall be made within 30 (thirty) days of the date of the relevant invoice in the currency stated in the invoice in cleared funds to Longitude's bank as set out in the invoice, without any set-off, withholding or deduction except such amount (if any) of tax as the Client is required to deduct or withhold by law.
- 5.3 Promptness of payment shall be of the essence under this Agreement. If the Client fails to make any payment on the due date in respect of the price or any other sum due under these terms and conditions then Longitude shall, without prejudice to any right which Longitude may have pursuant to any statutory provision in force from time to time, have the right to charge the Client interest on a daily basis at an annual rate equal to the base rate of The Bank of England plus three percent (3%) from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.

#### **6. CLIENT RESPONSIBILITIES**

The Client undertakes:

- 6.1 to ensure that full, accurate and complete information and instructions are given to Longitude and in sufficient time to enable the Consultancy Services to be performed effectively and efficiently;
- 6.2 to take such steps as it reasonably can to procure all necessary access for Longitude's Representatives to goods, premises, vessels, installations and transport; and
- 6.3 where it has control of the relevant working environment, to take such steps as it reasonably can to ensure such working environment is safe, without risks to health, and adequate in relation to facilities and arrangements for the Representative's welfare at work.

#### **7. VARIATION AND AMENDMENTS**

- 7.1 If the Client wishes any variations to be made to the Consultancy Services it must notify Longitude in writing as soon as possible. Longitude shall endeavour to make any required changes and any additional costs thereby incurred shall be due to and invoiced to the Client.
- 7.2 If, due to circumstances beyond Longitude's control, it has to make any change in the arrangements relating to the provision of the Consultancy Services it shall notify the Client forthwith. Longitude shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

#### **8. TERMINATION**

- 8.1 All or any part of the Consultancy Services may be terminated at such time or times as Longitude and the Client may mutually agree.
- 8.2 Longitude may terminate this Agreement forthwith if:
- 8.2.1 the Client is in breach of any of its obligations hereunder; or
  - 8.2.2 the Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts; or
  - 8.2.3 the Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts; or
  - 8.2.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Client; or
  - 8.2.5 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Client; or

- 8.2.6 a floating charge holder of the assets of the Client has become entitled to appoint or has appointed an administrative receiver; or
- 8.2.7 a person becomes entitled to appoint a receiver over the assets of the Client or a receiver is appointed over the assets of the Client; or
- 8.2.8 any event occurs or proceeding is taken with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in 8.2.2 to 8.2.7 (inclusive); or
- 8.2.9 any circumstances whatsoever beyond the reasonable control of Longitude that necessitate the termination for whatever reason of the provision of Consultancy Services.
- 8.3 In the event of termination Longitude shall retain any sums already paid to it by the Client without prejudice to any other rights either party may have whether at law or otherwise.
- 9. SUB-CONTRACTING**
- Longitude may sub-contract the performance of any of its obligations under this Agreement without the prior written consent of the Client. Where Longitude sub-contracts the performance of any of its obligations under this Agreement to any person, Longitude shall be responsible for every act or omission of the sub-contractor as if it were an act or omission of Longitude itself.
- 10. THIRD PARTIES**
- Except as otherwise provided by paragraph 11.9, for the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- 11. LIMITATIONS ON LIABILITY**
- 11.1 Longitude's maximum liability under the provisions of this Agreement shall be limited to the fees paid in consideration of the Consultancy Services and any claims against Longitude shall be deemed to be waived and absolutely time barred upon the expiry of one year from the completion of the Consultancy Services.
- 11.2 Longitude shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement.
- 11.3 Longitude shall not be liable to the Client or be deemed to be in breach of these terms and conditions by reason of (i) any delay in performing, or any failure to perform, any of Longitude's obligations if the delay or failure was due to any cause beyond Longitude's reasonable control, or (ii) inaccurate, incomplete or missing information or data which is provided or should reasonably have been provided by the Client to Longitude in connection with Longitude's provision of the Consultancy Services hereunder.
- 11.4 In the event that the Consultancy Services involves the survey of a vessel or any work or services to or containing a product or article any of which contain latent defects which were not apparent at the time that the vessel was surveyed and could not reasonably have been expected to have been discovered by such survey (either by reason of lack of access to a vessel part, limited availability of time or otherwise) then Longitude shall have no liability therefor.
- 11.5 Longitude shall only be liable to the Client to the extent that Longitude is unable to rectify any matter for which it would otherwise be liable to the Client within a period of 45 days of becoming aware of the said matter.
- 11.6 The Client's relationship is solely with Longitude. No Representative of Longitude has any personal legal liability to the Client whether in contract, tort (including negligence) or otherwise. The fact that any Representative signs in his or her name any document or email in the course of carrying out the Consultancy Services does not give rise to any personal legal liability separate to that of Longitude.
- 11.7 The Client agrees that other than in the event of fraud, any claim which the Client brings in respect of a matter on which the Client has instructed Longitude shall be made against Longitude and not against any of the following:
- 11.7.1 any Representative of Longitude; or
- 11.7.2 any Longitude Group Company of Longitude or any officer, employee, agent, consultant or subcontractor of any such Longitude Group Company; and
- 11.7.3 any successor of any of the persons listed in the preceding sub paragraphs.
- 11.8 Where Longitude is liable to the Client and a third party is also liable to the Client in connection with the same matter, Longitude shall only be responsible for a fair share of the Client's loss. In particular, if the Client agreed to limit the liability of such other third party or if the Client is unable to recover from that other third party, Longitude's share shall not be increased because of the limitation of liability the Client has agreed with the other third party or the Client's inability to recover from him/it.
- 11.9 Any Representative of Longitude or Longitude Group Company may enforce his, her or its rights against the Client under the Contracts (Rights of Third Parties) Act 1999.

- 11.10 The Client shall indemnify Longitude against all damages, costs, claims and expenses suffered by Longitude arising from the provision of the Consultancy Services including (but not limited to) loss or damage to any equipment (including that of third parties) caused by the Client, or its agents or employees.
- 11.11 Nothing in this Agreement limits or excludes the liability of Longitude for death or personal injury resulting from negligence; or for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the Longitude or any of its Representatives.
- 12. FORCE MAJEURE AND SUSPENSION OF AGREEMENT**
- 12.1 Neither Longitude nor the Client shall be responsible for any failure to fulfil any term or condition of this Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by circumstances which are beyond the control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against.
- 12.2 In the event of a suspension of this Agreement for reasons of breach by the Client, force majeure or for the convenience of the Client, Longitude shall be entitled to payment by the Client of the following:
- 12.2.1 the full costs of laying off (and re-hiring if necessary) any Representatives employed or hired specifically for the purposes of this Agreement such full costs to include any costs which Longitude has necessarily paid to an employment agent;
- 12.2.2 the costs irrevocably committed relating to the period of suspension by subcontractors, under a subcontract which relates to this Agreement;
- 12.2.3 any other costs which Longitude or its Representatives have irrevocably committed in respect of the period of the suspension;
- 12.2.4 loss of Longitude's anticipated profit under this Agreement for the period of the suspension.
- 12.3 Without prejudice to its rights hereunder Longitude shall have the right but not the obligation to give notice of termination of this Agreement if any period of suspension continues for a period of more than 30 days.
- 13. WAIVER**
- 13.1 No waiver by Longitude of any breach of this Agreement by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of this Agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which the waiver is given.
- 13.2 No failure or delay on the part of any party in exercising any right, power or privilege under this Agreement 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 or the exercise of any other right, power or privilege.
- 14. SEVERANCE**
- If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.
- 15. COPYRIGHT**
- Longitude reserves all copyright and any other rights (if any) which may subsist in the products of, or in connection with, the provision of the Consultancy Services or facilities. Longitude reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.
- 16. CONFIDENTIALITY**
- Both Longitude and the Client undertake not to disclose any information provided in confidence by the other party to any third party and the receiving party shall not permit access to such information by any third party unless the disclosing party expressly grants permission save where required to do so by an order of a competent court of law.

**17. RELEVANT REQUIREMENTS**

17.1 Both Longitude and the Client shall:

- 17.1.1 comply with all applicable laws, regulations and sanctions relating to anti-competitive behaviour, anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "Relevant Requirements");
- 17.1.2 not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 or any other of the Relevant Requirements;
- 17.1.3 comply with their respective codes of conduct covering anti-bribery and anti-corruption policies and procedures ("Code of Conduct");
- 17.1.4 have and shall maintain in place throughout the term of this Agreement policies and procedures, including but not limited to "adequate procedures" under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and their respective Code of Conduct and will enforce them where appropriate; and
- 17.1.5 ensure that all directors and employees and other persons associated with the relevant party comply with this paragraph 17.1.

Breach of paragraph 17.1 shall be deemed to be a material breach of this Agreement.

For the purpose of paragraph 17.1.4, the meaning of "adequate procedures" shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

**18. ASSIGNMENT**

This Agreement may not be assigned in whole or in part by the Client without the specific written approval of Longitude.

**19. NOTICES AND SERVICE**

- 19.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other shall be given by:- sending by pre-paid registered post; or sending by email, facsimile transmission or comparable means of communication.
- 19.2 Any notice or information given by post in the manner described above which is not returned to the sender as undelivered shall be deemed to have been given on the third day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.
- 19.3 Any notice or information sent by telex, cable, facsimile transmission or comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of is sent to the other party 24 hours after transmission.
- 19.4 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by either party by causing to be delivered to the other party at its registered or principal office, or to such other address as may be notified to by the other party in writing from time to time.

**20. APPLICABLE LAW AND JURISDICTION**

This Agreement shall be governed and construed in accordance with English law and the parties shall submit to the non-exclusive jurisdiction of the Courts of England and Wales. The parties also agree that any non-contractual claims or disputes shall be subject to English law and that the Courts of England and Wales shall have non-exclusive jurisdiction to determine any such claim or dispute.