

ABINTEGRO – CORPORATE TERMS OF USE

1. Application of Corporate Terms

(a) These corporate terms of use (“Terms”) apply to the Services provided to your organisation and/or any employees, personnel or other members of your organisation (“Personnel”) by Abintegro. These Terms are in addition to the general terms available via our website at www.abintegro.com (“General Terms”) and together with the General Terms and any special terms agreed in writing with Abintegro comprise the entire agreement (“Agreement”) between you and Abintegro relating to the Services.

(b) All capitalised terms not defined herein shall bear the definitions set out in the General Terms.

2. Agreement & Term

(a) Any purchase order issued by you, or your acceptance of a quotation for Services issued by Abintegro, constitutes only an offer by you to purchase the Services on the terms set out in this Agreement. No offer placed by you shall be accepted other than (i) by a written acceptance issued and executed by Abintegro, or (ii) (if earlier) by Abintegro starting to provide the Services. A contract will be formed on the terms of this Agreement when Abintegro accepts your offer as aforementioned. Any standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other document issued or delivered by you shall not apply and the terms of this Agreement shall govern all contracts made between you and Abintegro.

(b) Quotations are provided by Abintegro on the basis that no contract shall come into existence except in accordance with clause 2(a) above. Unless otherwise agreed, any quotation issued by Abintegro is valid for a period of 30 days from its date, provided that Abintegro has not previously withdrawn it.

(c) This Agreement shall commence on the date Abintegro accepts your offer in accordance with clause 2(a) above and shall continue thereafter until or unless terminated in accordance with its terms, unless otherwise agreed by Abintegro.

3. Usage

The Service is provided for use by you and your Personnel only in relation to personal (non-commercial) use by Personnel and/or use in connection with the furtherance of the business recruitment or career advisory objectives of your organisation, as agreed with Abintegro.

4. Responsibilities

(a) Abintegro shall provide the Services with all due care and skill and shall use all reasonable endeavours to meet any agreed performance dates but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

(b) You agree to co-operate with Abintegro in all matters relating to the Services, to obtain and maintain all necessary licences and consents (if any) and comply with all relevant legislation in relation to the Services.

(c) You agree to provide Abintegro with (a) all assistance and support reasonably required in connection with the provision of the Services, including access to all relevant materials, documentation and Personnel, and (b) such information and materials as may reasonably be requested for the proper performance of the Services, including all information relating to Personnel entitled to use the Services. You shall ensure that all information is true, accurate, and complete. Abintegro will not be liable for any loss, damage or delay which may be incurred as a result of any failure or delay in providing the said information or any inaccuracy or other defect in any information or materials supplied by you.

(d) You shall ensure that, prior to using the Services, all Personnel are made aware of the terms applicable to their use of the Services, including the General Terms and any applicable terms of the Agreement. You shall be liable for all use made of the Services by your Personnel.

5. Charges

(a) You agree to pay our agreed charges for the Services plus any reasonable administration charges incurred by Abintegro in providing the Services (together, 'Charges'). All Charges are exclusive of VAT unless otherwise stated, which you shall pay at the rate prevailing at the date of invoice.

(b) The Charges shall be subject to an automatic increase on each anniversary of this Agreement in line with the increase in the Retail Prices Index over the corresponding period. No other changes to the Charges shall be made during the Term without the prior written agreement of the parties.

6. Payment & Term

(a) Unless otherwise agreed, all Charges are payable in advance, either on a quarterly or annual basis.

(b) You shall pay all Charges on time and in advance, the first payment being due on or prior to the commencement of this Agreement. If the Charges are not paid on time or you default in such payment, the amount owing will be treated as overdue and Abintegro will be entitled to terminate or suspend the Service until payment is received.

(c) Without prejudice to any other right or remedy, if you fail to pay Charges when due, Abintegro may charge interest on such sum from the due date for payment at the annual rate of 3% above the base lending rate from time to time of Barclays Bank Plc, accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment and you shall pay the interest immediately on demand. Abintegro may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. Time for payment shall be of the essence of this Agreement.

7. Service Upgrades/Changes

It is agreed and accepted that Abintegro may need to change the Services from time to time, including for the purpose of implementing upgrades and other ongoing developments of the

Services. Abintegro shall always try to ensure that any such changes do not detrimentally impact on the Services provided to you and, where practicable, will notify you of any changes which may have a material impact on the Services delivered to you. You agree that such changes will not constitute any form of breach of the terms of this Agreement and in the event that any change has a material detrimental impact on the Services, your rights shall be limited to termination of the Agreement for convenience in accordance with clause 8(b) below.

8. Suspension/Termination

(a) We may suspend the Services to you or to any Personnel immediately if we consider that any unauthorised or improper use is being made of any Services and take such action as we deem appropriate to prevent or inhibit the said unauthorised or improper use. Where we suspend any Services, we shall notify you as soon as reasonably practicable of the reasons for suspension and the extent of any suspension. If Abintegro suspends any use of the Services, the Service will not be restored until Abintegro receives an acceptable assurance from you that there will be no further contravention.

(b) Without prejudice to any other rights or remedies which either party may have, either party may terminate this Agreement on giving the other not less than 3 months written notice (such notice being effective only at or after the end of any fixed term, if agreed) or immediately on giving notice to the other if:

- the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment;
- the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- the other party becomes subject to any bankruptcy or insolvency proceedings, is unable to pay its debts as they fall due, does not make any payment on time under a judgment of a Court, enters into an arrangement with creditors, or a receiver or administrative receiver is appointed over any of that party's assets.

(c) For the avoidance of doubt, the provisions of this clause 8 shall apply in the event of any default, breach or misuse by Personnel, which shall be deemed a default, breach or misuse by you.

(d) On termination of this Agreement for any reason, you shall immediately pay to Abintegro all of Abintegro's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Abintegro may submit an invoice, which shall be payable immediately on receipt. Save in the event of termination for breach by Abintegro, you shall not be entitled to any refund or other rebate of Charges paid.

9. Liability & Indemnity

(a) Abintegro's annual aggregate liability to you in contract, tort (including negligence) or otherwise in relation to the Services and/or this Agreement shall be limited to the Charges paid by you for the Service in the year in which any such liability arises. This limitation is

subject to the exclusions and limitations set out in the General Terms but supercedes any financial limit set out therein.

(b) If Abintegro's performance of its obligations under this Agreement is prevented or delayed by any act or omission by you and/or any Personnel, Abintegro shall not be liable for any costs, charges or losses arising directly or indirectly from such prevention or delay.

(c) It is agreed and accepted that the limitation set out in this clause 9 represents the total liability of Abintegro under or in relation to this Agreement and/or the Services, including without limitation any liability incurred by any Personnel. Nothing in this Agreement or otherwise is intended to grant any rights directly to Personnel and it is agreed and understood that any claims on behalf of Personnel shall be made by you and subject to the limitations and exclusions in this Agreement. In the event that any member of your Personnel seeks to make any separate claim against Abintegro, the claim shall be subject to the limitations set out in the General Terms only and without reference to any increased limitation set out herein.

(d) You shall be liable to pay to Abintegro, on demand, all reasonable costs, charges or losses sustained or incurred by Abintegro (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from any fraud, negligence, failure to perform or delay in the performance of any obligations under this Agreement by you or any Personnel, subject to Abintegro confirming such costs, charges and losses to you in writing.

10. General

(a) This Agreement shall be construed in accordance with the laws of England and Wales and any dispute shall be subject to the exclusive jurisdiction of the Courts of England.

(b) If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall be unaffected.

(c) No forbearance or delay on the part of Abintegro in enforcing its rights shall prejudice or restrict its rights and no waiver of any rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

(d) In the event of any conflict or inconsistency, these Terms shall prevail over the General Terms.

Any offer you make concerning the purchase of the Service shall be contractually binding upon us only when we confirm acceptance of your offer.