

# MYSTERY

## CONDITIONS OF SUPPLY

### 1. DEFINITIONS AND INTERPRETATION:

1.1 The following terms as used herein shall have the meaning as stated:

**"Company"** means Mystery Limited;

**"Conditions"** means these Conditions of Supply;

**"Confidential Information"** means any information disclosed by one (the disclosing party) to another (the receiving party) if the disclosing party has notified the receiving party that the information is confidential or the information could reasonably be supposed to be confidential;

**"Contract"** means any contract between the Company and the Customer for the supply of any Goods and/or Services, incorporating these Conditions;

**"Customer"** means any person, firm, company or other organisation who is the addressee of the Company's quotation or acceptance of order issued by the Company and shall include any successor-in-title of the Customer and any company or entity arising (wholly or partly) by way of any merger, amalgamation, reorganisation or acquisition of the Customer;

**"Deliverables"** means all documents, products and materials developed by the Company or its agents, subcontractors, consultants and employees in relation to the Goods and/or Services in any form, including, without limitation, computer programs, data, reports and specifications (including drafts);

**"Delivery Point"** means the place where delivery of any Goods is to take place under clause 5;

**"Goods"** means any goods or materials agreed in the Contract to be supplied by the Company to the Customer (including any part or parts of them) for use in relation to any interior design services to be undertaken by the Company;

**"Input Material"** means any documents, plans, drawings, designs or other materials, and any data or other information provided by the Customer to the Company relating to the Goods and/or Services;

**"Intellectual Property Rights"** means any design rights, utility models, patents, inventions, logos, business names, trademarks, domain names, copyright, moral rights, rights in databases, source codes, reports, drawings, specifications, know how, trade secrets, rights in software, rights in the nature of unfair competition and the right to sue for passing off and any other equivalent or similar rights to any of the foregoing in any jurisdiction, whether registered or unregistered;

**"Output Material"** means any documents, plans, drawings, designs or other materials, and any data or other information provided by the Company to the Customer relating to the Goods and/or Services;

**"Services"** means any services agreed in the Contract to be performed by the Company for the Customer (including any part or parts of them) comprised of graphic design and branding services and/or brand creation services and/or website design and development services and/or search engine optimisation services and/or pay per click services and/or social media management services and/or interior design services;

**"Site"** means the premises at which the delivery of any Goods and/or the performance of any interior design services shall take place, including, but not limited to, the Customer's place of business;

**"Supplies"** means the Goods and/or the Services, depending on the context;

**"Website"** means the Customer's website in respect of which the parties have agreed that the Services will be provided.



# MYSTERY

- 1.2 A reference to a clause is to a clause of these Conditions. Clause headings shall not affect the interpretation of these Conditions.
  - 1.3 Any reference to "**parties**" means the parties to the Contract and "**party**" shall be construed accordingly.
  - 1.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
  - 1.5 Words in the singular include the plural and in the plural include the singular.
- 2. APPLICATION OF CONDITIONS AND DESCRIPTION OF GOODS AND SERVICES:**
- 2.1 All quotations are made and all orders are accepted by the Company subject only to these Conditions of Supply, which shall prevail notwithstanding any other terms and conditions which the Customer shall bring to the Company's notice.
  - 2.2 Any quotation is given on the basis that no Contract shall come into existence until the Company accepts the Customer's order in accordance with the provisions of clause 2.3. Any quotation is valid for a period of 21 days only from its date, provided that the Company has not previously withdrawn it.
  - 2.3 The placing of an order following any quotation or other indication of price and delivery shall not be binding on the Company unless and until accepted by the Company in writing.
  - 2.4 The Customer shall ensure that the terms of its order and any Input Material and/or any applicable specification are complete and accurate.
  - 2.5 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
  - 2.6 The Company accepts orders only on the basis that those instructing the Company do so as principals and are therefore liable directly to the Company for all payments of account.
  - 2.7 In certain circumstances, the Company is required by law to collect evidence of identity from its customers. If the Customer fails to supply any due diligence evidence which the Company requests, the Company will be unable to provide the Goods and/or Services to the Customer.
  - 2.8 No order of the Customer may be cancelled by the Customer, except with the Company's express agreement and on such terms as the Company may require.
  - 2.9 No order of the Customer may be varied, altered or deferred by the Customer, except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of such variation, alteration or deferment.
  - 2.10 The Company reserves the right to charge the Customer for any Output Material provided to the Customer.
  - 2.11 The quantity and description of any Goods and/or Services shall be as set out in the Company's quotation or acknowledgement of order.
  - 2.12 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract and this is not a sale by sample.
  - 2.13 The specification for the Goods shall be based upon standard contract specification, unless varied expressly in the Customer's order and accepted by the Company.



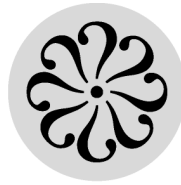
## MYSTERY

- 2.14 The Company has no obligation to accept any variation to the Contract requested by the Customer, whether by addition, substitution or omission (or, without limitation, to the Goods/and or Services to be provided under the Contract) and no such request shall be deemed to be accepted in the absence of the Company's written agreement to the variation.
- 2.15 If any Goods are to be produced, ordered, designed, built, configured, altered, adapted, or subjected to any process by or on behalf of the Company for the Customer and/or any Services are to be performed by the Company, in each case in accordance with any Input Material, instructions, specification or design submitted by the Customer, the Customer shall hold the Company harmless and shall fully indemnify the Company against any and all loss, damage, costs and expenses awarded against or incurred by the Company in connection with, or paid or agreed to be paid by, the Company, in settlement of any claim for infringement of any patent, copyright, design, trade mark or any other intellectual property right of any other person resulting from the Company's use of any Input Material, instructions, specification or design so submitted.
- 2.16 The Customer shall ensure that any specification submitted by the Customer does not contravene any applicable safety or other statutory or regulatory requirement.
- 2.17 The Goods and/or Services are provided for the Customer's sole and exclusive use and shall not be used or relied upon by any third party.
- 2.18 If the Customer is unhappy with any aspect of the Company's service, the Customer should contact the Company's Account Management team. Any complaints will be dealt with sympathetically, and the Company will work with the Customer to reach a satisfactory conclusion.
- 2.19 The Company reserves the right to make changes to these Conditions at any time, without prior notification.

### **3. THE SERVICES:**

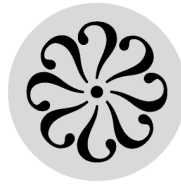
#### **Where the Company is to provide graphic design and branding services to the Customer:**

- 3.1 The parties shall agree a detailed project specification with respect to any graphic design and branding services to be undertaken by the Company. Any amendments proposed to the project specification must be made in writing and delivered to the other party. If such proposed amendments incur additional expense the Company is entitled to seek further payment to cover such expense. The Customer agrees that the Company holds no responsibility for any amendments made by any third party, before or after the final proof is signed off by the Customer.
- 3.2 Any indication given by the Company of a project's duration is to be considered by the Customer to be an estimate. The Company cannot be held responsible for any project overruns, whatever the cause.
- 3.3 The Company will require payment on the completion of development milestones where the project involves considerable development time to implement. The Company reserves the right to define such development milestones and the amount of payment to be paid for each.
- 3.4 The Company will deliver the completed project to the Customer by way of a method selected by the Company. If the Customer requires the completed project to be loaded onto a fileserver using File Transfer Protocol (FTP) the Customer is responsible for ensuring that the intended fileserver or disk space on the fileserver is properly configured.
- 3.5 On completion of the project, the Company will require the final proof to be signed off by the Customer. Sign off by the Customer will release the Company from undertaking further work related to the project.



## MYSTERY

- 3.6 The Customer undertakes to deliver all the content and materials required for the project and in the formats requested to the Company before commencement of the project. Where this is not possible the Customer will deliver such outstanding content and materials to the Company within 7 days of the start of the project. The Customer will notify the Company in writing (as soon as possible) of any delays in delivering content and materials required for the project and provide the Company with a revised timetable for supplying such content and materials. The Company will not be responsible for any delays, missed milestones (where specified in the project) or additional expenses incurred due to the late delivery or non-delivery of content and materials by the Customer where required by the Company for the project.
- 3.7 The Company will not be held responsible for any image quality which the Customer later deems to be unacceptable. The Company shall not be held responsible for the quality of any images which the Customer wishes to be scanned from printed materials. Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing or data entry services.
- 3.8 The Company will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. The Company also reserves the right to refuse to include submitted material without giving a reason. If the Company includes images and/or data in good faith, and subsequently discovers them to be in contravention of its inclusion policy or any law or regulation, the Customer is obliged to allow the Company to remove the offending material without hindrance, or penalty. The Company shall be held in no way responsible for the inclusion of any such material.
- 3.9 Unless otherwise agreed at briefing stage, all artwork produced remains the property of the Company. This excludes photography supplied or purchased and/or any branding images supplied or not produced by the Company. Any and all intellectual property rights are retained by the Company on all design work, design concepts/ideas including words, pictures, ideas, visuals and illustrations unless specifically released in writing. Intellectual property rights in the artwork are licensed for use to the Customer on the basis that the artwork may not be modified, re-used or re-distributed in any way or form without the express written consent of the Company. If a choice of design concepts is presented, only one concept is deemed to be given by the Company as fulfilling the contract. All other design concepts remain the property of the Company, unless agreed in writing that this arrangement has been changed. By supplying text, images and other data to the Company for inclusion in the Customer's artwork or other medium, the Customer declares that it holds the appropriate intellectual property rights permissions. The ownership of such materials will remain with the Customer, or rightful intellectual property rights owner. The Customer is also responsible for arranging, prior to publication, any necessary legal clearance of materials. Should the Company or the Customer supply an image, text, data, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the Customer will agree to allow the Company to remove and/ or replace the offending material without hindrance, or penalty. The Company is to be held in no way responsible for any such material being included. The Customer agrees to fully indemnify and hold the Company free from harm in any and all claims resulting from the Customer not having obtained all the required intellectual property rights permissions.

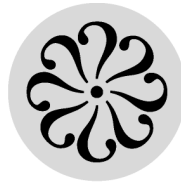


## MYSTERY

- 3.10 The acceptance procedure shall be as follows:
- (a) the Company will offer the Customer two rounds of changes unless otherwise stated by the Company in writing;
  - (b) when the Company considers the work to be completed, the Customer will receive notification by telephone or email;
  - (c) the Customer must inform the Company of any changes required to correct any errors within seven days from the notification in sub-clause (b);
  - (d) the Company will carry out the agreed amendments within fourteen days. The Customer must inform the Company of any errors in the changes within seven days;
  - (e) after this period the work is considered as accepted, full payment will become due and the Customer will be invoiced for the outstanding costs;
  - (f) any additional amendments are then chargeable.
- 3.11 The Customer shall pay the charges for the graphic design and branding services to the Company (with time for payment being of the essence) as follows:
- (a) the Customer shall make payment of a non-refundable deposit to the Company prior to commencement of performance of the Services. The deposit payable to the Company shall be 50 % of the total charges, unless otherwise agreed in writing by the Company in advance; and
  - (b) the remaining 50 % of the charges for each stage of the work shall be payable upon the completion of each stage, unless otherwise agreed in writing by the Company.
- 3.12 On the termination of the Contract, any completed parts of the project already delivered to the Customer or test examples of the project not already paid for by the Customer will be returned to the Company. Furthermore, the Customer shall not retain any copies of the returned project, parts thereof or test examples of the project.
- 3.13 All work is based upon the Customer's responses to questions which will be put by the Company to the Customer before any work commences; the Customer's responses essentially comprise the 'brief' to the Company and if the Customer subsequently causes this brief to change substantially, the Company reserves the right to impose additional charges.

**Where the Company is to provide brand creation services to the Customer:**

- 3.14 The parties shall agree a detailed specification with respect to any brand creation services to be undertaken by the Company. Any amendments proposed to the specification must be made in writing and delivered to the other party. If any such proposed amendments will incur additional costs, charges or expenses, then these must be met by the Customer.
- 3.15 The Customer shall be solely responsible for arranging for legal clearance of any brand created by the Company prior to making any use thereof. The Customer shall fully indemnify and hold the Company harmless against any and all claims resulting from the Customer not having obtained all required legal clearances.
- 3.16 On completion of the project, the Company will require the final proof to be accepted by the Customer.
- 3.17 The acceptance procedure shall be as follows:
- (a) the Company will offer the Customer two rounds of changes unless otherwise stated by the Company in writing;
  - (b) when the Company considers the work to be completed, the Customer will receive notification by telephone or email;

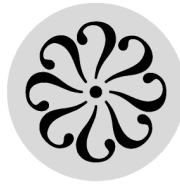


## MYSTERY

- (c) the Customer must inform the Company of any changes required to correct any errors within seven days from the notification in sub-clause (b);
  - (d) the Company will carry out the agreed amendments within fourteen days. The Customer must inform the Company of any errors in the changes within seven days;
  - (e) after this period the work is considered as accepted, full payment will become due and the Customer will be invoiced for the outstanding costs;
  - (f) any additional amendments are then chargeable.
- 3.18 The Customer shall pay the charges for the brand creation services to the Company (with time for payment being of the essence) as follows:
- (a) the Customer shall make payment of a non-refundable deposit to the Company prior to commencement of performance of the Services. The deposit payable to the Company shall be 50 % of the total charges, unless otherwise agreed in writing by the Company in advance; and
  - (b) the remaining 50 % of the charges for each stage of the work shall be payable upon the completion of each stage, unless otherwise agreed in writing by the Company.
- 3.19 On the termination of the Contract, any brand material delivered to the Customer but not yet fully paid for by the Customer shall be returned to the Company and the Customer shall not retain any copies thereof.
- 3.20 All work is based upon the Customer's responses to questions which will be put by the Company to the Customer before any work commences; the Customer's responses essentially comprise the 'brief' to the Company and if the Customer subsequently causes this brief to change substantially, the Company reserves the right to impose additional charges.

**Where the Company is to provide website design and development services to the Customer:**

- 3.21 Unless otherwise agreed between the Customer and the Company, the Customer agrees to provide the component parts of the Website (namely the text and images) within fourteen (14) days. No refund will be made in the event that the Customer fails to provide sufficient content to complete the design of the Website. If the Website is an e-commerce website, product entry is the Customer's responsibility.
- 3.22 Proofs of all work will be submitted for the Customer's approval and the Company shall incur no liability for any errors not corrected and communicated by the Customer in proofs so submitted. Unless otherwise stated by the Company in writing, any alterations suggested by the Customer and additional proofs necessitated thereby may result in additional charges.
- 3.23 All content must be supplied in a suitable digital format unless agreed otherwise beforehand. Failure to supply material in digital format may result in extra charges being made for processing content for use on the Website. Where the content which is provided is in a form where a significant amount of copywriting is required, a further charge may be made.
- 3.24 The Customer grants the Company permission to utilise all content, text, logos and any other customer materials or identity for the purposes of creating the Website.
- 3.25 A design credit with a link to the Company's website shall appear on all pages of the Website either in text or graphic format. The link will be designed to fit the overall design of the Website.
- 3.26 The Company retains the right in all cases to use the Services in any manner, at any time and in any part of the world, for the purposes of advertising or otherwise promoting the Company's work.



## MYSTERY

- 3.27 The Customer must provide the Company with copies of the Customer's terms and conditions and any privacy statement that the Customer wishes to be incorporated into the design.
- 3.28 In the event that the Company is unable to complete a Website because of lack of text and/or pictures, then text may be added using sample text and pictures using appropriate library pictures. At this point the Website will be considered completed and invoiced accordingly.
- 3.29 The Company will provide the Customer with the Company's estimated timescale for progress and completion of the Services and the Company will use its reasonable endeavours to meet those timescales (as long as the Customer performs the Customer's obligations promptly) but, unless the Company agrees otherwise, any timescales or projected completion dates are estimates only and the Company cannot guarantee that they will be met. In any event, the Company shall have no liability to the Customer if the Company is delayed in performing or is unable to perform any of its obligations under the Contract due to circumstances beyond its reasonable control.
- 3.30 The Company will design a bespoke Website for the Customer; however, the Customer acknowledges that 'bespoke' in this context does not describe the features of the Website's Content Management System (**CMS**), unless the Company specifically agrees in writing to provide the Customer with a bespoke Content Management System.
- 3.31 The acceptance procedure shall be as follows:
- (a) the Company will offer the Customer two rounds of changes unless otherwise stated by the Company in writing;
  - (b) when the Company considers the design to be completed, the Website will be uploaded to a test domain for the Customer to preview and the Customer will receive notification by telephone or email;
  - (c) the Customer must inform the Company of any changes required to correct any errors in the design within seven days from the notification in sub-clause (b);
  - (d) the Company will carry out the agreed amendments within fourteen days. The Customer must inform the Company of any errors in the changes within seven days;
  - (e) after this period the design is considered as accepted, full payment will become due and the Customer will be invoiced for the outstanding costs. Any further amendments are chargeable. The Website will not be launched onto the Customer's domain until the final payment has been received;
  - (f) any additional amendments are then chargeable.
- 3.32 The Customer shall pay the charges for the website design and development services to the Company (with time for payment being of the essence) as follows:
- (a) the Customer shall make payment of a non-refundable deposit to the Company prior to commencement of performance of the Services. The deposit payable to the Company shall be 50 % of the total charges, unless otherwise agreed in writing by the Company in advance; and
  - (b) the remaining 50 % of the charges for each stage of the work shall be payable upon the completion of each stage, unless otherwise agreed in writing by the Company.
- 3.33 The Company will aim to ensure that the Website will function correctly on the server on which it is initially installed and that the Website will function correctly when viewed on the latest versions of web browsers including Internet Explorer, Mozilla Firefox, Safari and Google Chrome. The Company cannot guarantee correct functionality on all different server options due to the large number of possible outcomes.



## MYSTERY

3.34 All work is based upon the Customer's responses to questions which will be put by the Company to the Customer before any work commences; the Customer's responses essentially comprise the 'brief' to the Company and if the Customer subsequently causes this brief to change substantially, the Company reserves the right to impose additional charges.

**Where the Company is to provide search engine optimisation services to the Customer:**

3.35 The Customer will be required to work directly with the Company's selected third party supplier (the **Third Party Supplier**) and any reference to the Company in clauses 3.36-3.48 shall be deemed to refer to the Third Party Supplier, although the Contract shall at all times be between the Customer and the Company. The Customer will also be required to accept any terms and conditions imposed by the Third Party Supplier.

3.36 The Company will promote the Website in accordance with the package of Services purchased by the Customer.

3.37 The search engine targeted will be Google UK unless otherwise stated.

3.38 The Company will, in its sole discretion, choose suitable sets of words to search for in the search engine and the position in the results obtained using these words will be used for assessing search engine listings. A listing is where the search engine is queried with the words chosen by the Company and the Website address or a link to that address appears in the results returned. The words chosen by the Company will be a test phrase. Although the Website address, or links to that address, will be listed when searching for different words, reports will contain only one test phrase.

3.39 The Company will optimise pages on the Website for the search engine, in accordance with the relevant Service package description (which may include adding, deleting and/or altering text, images, pages, meta-tags, titles, mark-ups, style sheets, scripts, internal and external links and Website structure).

3.40 The Customer must provide the Company with log-in information (FTP username and password) to allow the Company to gain access to the Website. The Company will maintain confidentiality of log-in information. The Customer must inform their webmaster or anyone else who has access to the Website that the Company will be performing search engine optimisation services on the Website.

3.41 The Customer understands that the search engine is an independent company which selects and rank sites using its own criteria and therefore to obtain a high ranking the Customer must follow the Company's recommendations for optimising the Website for search engine listing. If the Customer fails to follow the Company's recommendations then the results achieved by the Company will have considerably less importance than would be achieved otherwise.

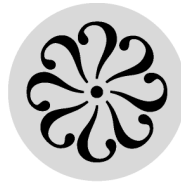
3.42 The Customer shall assist the Company in ensuring that the Company has the unrestricted ability to optimise the structure and content of the Customer's web pages. Such changes generally have a minimal visual impact. The Company will work directly with the Customer in order to maintain the original look and feel of the Website.

3.43 Where any changes to the Website made by the Company or on the recommendation of the Company are altered, reversed or deleted, then the Customer must notify the Company immediately. The Company may apply an additional charge in respect of restoration and remedial work.

3.44 The Customer will provide to the Company:

- (a) the ability to access and make changes to the Website (or, where the Company agrees, the Customer will promptly make any changes to the Website requested by the Company);





## MYSTERY

- (b) assistance in determining appropriate keywords and key phrases which should be targeted using the Services;
  - (c) direct access to any existing analytical data concerning the Website, such as data concerning referral sources, visitor activity, Website usage, conversion rates, and similar data.
- 3.45 The Customer grants the Company a non-exclusive licence to use the Website to the extent required for the Company to perform its obligations and exercise its rights under the Contract.
- 3.46 Where the Company modifies the Website in the process of providing the Services, the Company hereby grants to the Customer a non-exclusive royalty-free licence to use such modifications in connection with the Website.
- 3.47 The Customer acknowledges that:
  - (a) search engine algorithms will change from time-to-time, which may affect the Website's rankings in the search engine results pages, and the Company has no control over such changes;
  - (b) it can take many months for the Services to have any significant effects upon the ranking of a Website in the search engine results pages;
  - (c) search engine optimisation site promotion is an ongoing task and, should the Customer terminate the Contract subject to clause 12 and/or stop promoting the Website, that would be likely to have a negative impact upon the effects of the Services;
  - (d) the Company will not be responsible for any alterations to the Website made by the Customer or any third party that reverse or effect changes made to the Website by the Company as part of the Services;
  - (e) the promotion of the Website may lead to higher traffic levels and bandwidth requirements for the Website, and the Customer will be responsible for arranging and paying for such requirements;
  - (f) notwithstanding the Services, the Website's search engine results page rankings and traffic levels may decrease as well as increase;
  - (g) it is not possible to give any guarantees for any specific result on the search engine, nor can the Company quantify the level of increased traffic or sales or give any guaranteed positioning as a result of the Services; and
  - (h) the Company does not own or control any directories to which the Website may be submitted, and no refunds will be given in the event of any refusal to include the Website in any directory database.
- 3.48 The Services shall be provided for such minimum period as may be stipulated by the Company, subject to earlier termination under clause 12.

**Where the Company is to provide pay per click services to the Customer:**

- 3.49 The Customer will be required to work directly with the Third Party Supplier and any reference to the Company in clauses 3.50-3.59 shall be deemed to refer to the Third Party Supplier, although the Contract shall at all times be between the Customer and the Company. The Customer will also be required to accept any terms and conditions imposed by the Third Party Supplier.
- 3.50 The Customer will bid for the ranking or a listing which appears in the search results generated by the Company in response to a search term closely matching the subject of the search listing. The amount of the Customer's bid determines the ranking of their listing in a search results list.

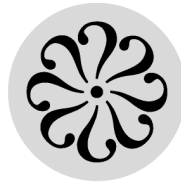


## MYSTERY

- 3.51 The Company reserves the right to refuse, reject, cancel, remove, edit or vary any search terms, descriptions, listings and bids at any time for any reason whatsoever.
- 3.52 The Customer must only submit search terms, titles and description to the Company that are relevant to the Website. If any information provided on the Website changes, the Customer must update their search terms and descriptions to be both current and accurate. All search terms and descriptions submitted are subject to relevancy review by the Company's staff and are subject to removal or rejection. No refunds will be issued for charges incurred to any account as a result of submitting irrelevant words to the Company.
- 3.53 The Customer agrees to pay Google based on the cost of click-throughs by users on a search listing, and also agrees to pay monthly management fees to the Company.
- 3.54 The number of click-throughs is measured by online reporting systems utilised by the Company and the Customer acknowledges that data generated from this software shall be the definitive and only measure of the number of click-throughs.
- 3.55 The Customer will be charged on a monthly basis for each click delivered. The charge per click will vary depending upon the search terms used.
- 3.56 Monthly reports will be sent to the Customer by email. If the Customer terminates the Contract subject to clause 12, the Company will delete or pause any created campaign.
- 3.57 Pay per click services are provided with no warranty with respect to the number of click-throughs per search listing which will be delivered and the Company will not be liable for any delay in changing any bid by the Customer.
- 3.58 The Company does not guarantee that the Company's search listings will be available or displayed. The format and style of the Customer's listing may vary and the Company makes no representations as to the format and style of search listings.
- 3.59 The Services shall be provided for such minimum period as may be stipulated by the Company, subject to earlier termination under clause 12.

**Where the Company is to provide social media management services to the Customer:**

- 3.60 The Customer will be required to work directly with the Third Party Supplier and any reference to the Company in clauses 3.61-3.73 shall be deemed to refer to the Third Party Supplier, although the Contract shall at all times be between the Customer and the Company. The Customer will also be required to accept any terms and conditions imposed by the Third Party Supplier.
- 3.61 The Company will complete an initial set up of the campaign based around the social media accounts in the Customer's chosen package. Where required, designs which complement the Website style and company branding will be produced for the Customer's approval.
- 3.62 Once the initial set up has been approved by the Customer, social media accounts will be set up for each of the Customer's social media pages and login details will be sent to the Customer once the pages have been built and completed.
- 3.63 The Company will ensure that the Customer's content is optimised and syndicated to blog search engines. The Customer may supply blog content to the Company in a word document; the Company will optimise and upload the blog content, and additionally distribute the blog to social media and social bookmarking properties and portals. The Customer should also supply the Company with the latest news, new products, promotions and anything else that the Customer considers should be published. If the Customer is unable to provide the content on a timely regular basis, the Company can offer a paid copywriting service.
- 3.64 Google Analytics may need to be added to the Website if not already set up and social media tracking will be added to the account to enable full tracking from the social media distribution. This is separately chargeable unless otherwise agreed.



## MYSTERY

- 3.65 The Customer must provide the Company with full FTP access to the Website. Removal of or restriction of access may relieve the Company of its obligations under this Agreement; or, in the event that the Customer cannot or will not provide the Company with Full FTP access, the Company will provide the Customer with instructions on how to populate the Customer's conversion tracking on the Website.
- 3.66 The Company will set up social media account profiles as agreed at the start of the project.
- 3.67 The Company will integrate the accounts into the Website, where necessary.
- 3.68 Initially, the Company's main aim shall be to build and integrate the social media accounts into the Website.
- 3.69 Subsequently, the Company will optimise and distribute the Customer's content to the relevant social media accounts depending upon the content the Customer sends to the Company.
- 3.70 The Company will supply the Customer with a monthly activity report, which will include any recommendations the Company believes will benefit the campaign and generation of traffic to the Website.
- 3.71 If the Customer wishes the Company to market new products and services, setting up this element of the campaign may attract an additional set-up fee.
- 3.72 From time to time, the Company may recommend changes to the Website to improve the conversion rate, the bounce rate or the effectiveness of the campaign; the Company will always quote the Customer for any additional work and will only proceed with the Customer's approval.
- 3.73 The Services shall be provided for such minimum period as may be stipulated by the Company, subject to earlier termination under clause 12.

### **Where the Company is to provide interior design services to the Customer:**

- 3.74 The Customer shall:
- (a) be responsible for preparing and maintaining any relevant part of the Site for the performance of the Services and for reinstating any such part of the Site and undertaking any required making good and clean-up work once performance of the Services has been completed;
  - (b) ensure that conditions at the Site are suitable for the performance of the Services and that any relevant thing required to perform the Services thereon is available, in good working order and provided at the Customer's sole cost;
  - (c) if requested to do so by the Company and without charge, provide facilities at the Site for the off-loading and storage of the Goods and the Company's tools and equipment in a readily accessible and secure storage area protected from theft and damage and shall be solely responsible for the safekeeping of the Goods and the Company's tools and equipment whilst the same are stored at the Site;
  - (d) take all steps to ensure the health and safety of the personnel of the Company whilst they are in attendance at the Site in connection with the performance of the Services and be solely responsible for ensuring the safety of any and all persons who are or may be present at the Site during the performance of the Services, including but not limited to restricting access to those areas of the Site where the Services are or are to be performed to those individuals engaged in performing the Services, or providing assistance to those so engaged;
  - (e) provide prompt and unobstructed access to and egress from the Site;



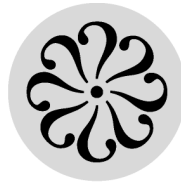
## MYSTERY

- (f) inform the Company of any unusual layout, composition or construction of the Site or its parts and for reporting any unusual conditions or obstacles to the performance of the Services at the Site to the Company;
  - (g) notify the Company of any special properties of, or requirements of the Customer in relation to, any surfaces, fixtures or fittings at the Site, as the Company shall not in any event be held liable for any damage resulting directly or indirectly from the installation of any Goods to the Customer's property, fixtures or fittings, including but not limited to damage caused by the drilling of walls, tiles, glass or other surfaces, the removal of fixtures and fittings whether obsolete or not, or damage to porous or any other materials, nor shall the Company be held liable for any damage to the Customer's property resulting directly or indirectly from the delivery of Goods to the Site;
  - (h) ensure that any materials and/or surfaces upon which the Services are to be performed comply with any tolerances required by the Company and are of adequate strength to withstand any work undertaken on them by the Company and to support the Goods and the maximum loads to be imposed on the Goods;
  - (i) at all times during the performance of the Services ensure, insofar as it is reasonably practicable to do so, that other trades or operations are not undertaken on that part of the Site where the performance of the Services is to take place, so as to ensure that the Services can be performed in one continuous, uninterrupted operation during the Company's normal working hours;
  - (j) be responsible at its own cost (other than for statutory obligations placed solely on the Company) for obtaining all consents, permissions, easements and licences necessary for the performance of the Services in accordance with these Conditions and for conforming with all Statutes and Orders, Regulations and By-Laws which are applicable at any time to the Services and shall indemnify and keep indemnified the Company against any actions, proceedings, costs, charges, claims or demands arising out of or in connection with any breach of this clause 3.71 (j);
  - (k) provide the Company with all information, co-operation and support that may be required to enable the Company to carry out its obligations to the Customer; and
  - (l) effect and maintain appropriate insurance at the Site on an all risks basis and in an adequate amount.
- 3.75 The Goods are at the risk of the Customer from the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered the delivery of the Goods.
- 3.76 Title to the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- (a) the Goods; and
  - (b) all other sums which are or which become due to the Company from the Customer on any account.
- 3.77 Until title to the Goods has passed to the Customer, the Customer shall hold the Goods on a fiduciary basis as the Company's bailee.
- 3.78 If:
- (a) the Customer is late in paying for the Goods; or
  - (b) the Customer is late in paying for any other goods or services supplied by the Company; or if



## MYSTERY

- (c) before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 12.1 (d)-(m), or the Company reasonably believes that any such event is about to happen and notifies the Customer accordingly; then
  - (d) without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Goods and if the Customer fails to do so promptly, the Company may enter upon the Customer's premises to take possession of the Goods and any costs, charges and expenses incurred by the Company in so taking possession (including legal fees) shall be payable by the Customer upon demand.
- 3.79 On completion of the project, the Company will require the work to be accepted by the Customer.
- 3.80 The acceptance procedure shall be as follows:
  - (a) the Company will offer the Customer two rounds of changes unless otherwise stated by the Company in writing;
  - (b) when the Company considers the work to be completed, the Customer will receive notification by telephone or email;
  - (c) the Customer must inform the Company of any changes required to correct any errors within seven days from the notification in sub-clause (b);
  - (d) the Company will carry out the agreed amendments within fourteen days. The Customer must inform the Company of any errors in the changes within seven days;
  - (e) after this period the work is considered as accepted, full payment will become due and the Customer will be invoiced for the outstanding costs;
  - (f) any additional amendments are then chargeable.
- 3.81 Payment for the Goods must be made in accordance with clause 7.2 (a). The Customer shall pay the charges for the interior design services to the Company (with time for payment being of the essence) as follows:
  - (a) the Customer shall make payment of a non-refundable deposit to the Company prior to commencement of performance of the Services. The deposit payable to the Company shall be 50 % of the total charges, unless otherwise agreed in writing by the Company in advance; and
  - (b) the remaining 50 % of the charges for each stage of the work shall be payable upon the completion of each stage, unless otherwise agreed in writing by the Company.
- 3.82 All work is based upon the Customer's responses to questions which will be put by the Company to the Customer before any work commences; the Customer's responses essentially comprise the 'brief' to the Company and if the Customer subsequently causes this brief to change substantially, the Company reserves the right to impose additional charges.
- 3.83 Unless otherwise agreed in writing by the Company, the interior design services shall not include project management services and the Customer is responsible for appointing a project manager in order to manage and supervise the performance of the Services.
- For all Services:**
- 3.84 The Customer shall not, without the prior written consent of the Company, whether acting on the Customer's own account, on behalf of, or with any other person (including any person which the Customer directs to act on its behalf), at any time from the date of first provision of the Services to the expiry of 6 months after the last date of supply of the Services, solicit or entice away from the Company or employ (or attempt to employ) or otherwise engage or attempt to engage the services of any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services.



# MYSTERY

3.85 Any consent given by the Company in accordance with clause 3.76 shall be subject to the Customer paying to the Company a sum equivalent to 15 % of the then current annual remuneration of the Company's employee, consultant or subcontractor.

## **4. PRICE:**

4.1 Prices for the Supplies, howsoever given, are based on conditions ruling on the date of their giving and are subject to change. The effective price for the Supplies shall be the price confirmed by the Company in its written notification of acceptance of the Customer's order pursuant to clause 2.3. Where appropriate, the Services will be charged at the Company's then-current hourly rates.

4.2 The Company reserves the right, by giving notice to the Customer at any time before delivery or provision of the Supplies, to increase the price of the Supplies to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, any increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Supplies which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate, accurate or complete information or instructions.

4.3 Unless otherwise stated, the price quoted will be exclusive of Value Added Tax which will be charged at the rate which is applicable at the date of dispatch of the Goods or commencement of performance of the Services.

4.4 Unless otherwise agreed in writing between the Customer and the Company, all prices for the supply of Goods are given by the Company on an ex works basis and the Customer shall be liable to pay the Company's charges for transport, packaging and insurance.

4.5 The price of the Services excludes any disbursements incurred (including but not limited to travel, photography, copywriting, stock imagery, courier and other reasonable costs, charges and expenses) which will be separately charged to the Company and then passed on to the Customer.

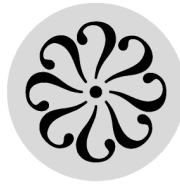
4.6 The Company shall not be liable to the Customer if for any reason the Company shall have failed to provide the Services in full, provided that the Company shall have used its reasonable endeavours to rectify any such failure and the Customer shall remain liable to pay all of the charges for the Service to the Company notwithstanding any such failure.

4.7 Any waiver or reduction of any price will only be applicable if agreed by the Company in writing.

## **5. DELIVERY AND PERFORMANCE:**

5.1 Whilst the Company will use its best endeavours to provide the Supplies in accordance with the Customer's requirements, the Company will not be liable for any consequences of any delay in the provision of the Supplies, howsoever caused.

5.2 Unless otherwise agreed in writing by the Company, the delivery of any Goods and the performance of any interior design services shall take place at the Customer's place of business, while the performance of any graphic design and branding services, brand creation services, website design and development services, search engine optimization services, pay per click services and/or social media management services shall take place at the Company's place of business.

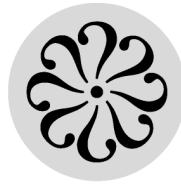


## MYSTERY

- 5.3 If so stipulated in the Company's written acknowledgement of order, the Customer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.
- 5.4 If delivery involves difficult access to or at the Delivery Point and/or the Delivery Point is located at an unreasonable distance from any feasible vehicular access point, the Company reserves the right to levy an extra delivery charge.
- 5.5 The Company may deliver the Goods by separate instalments and perform the Services in separate tranches. Each separate instalment or tranche shall be invoiced and paid for in accordance with the provisions of the Contract.
- 5.6 Each instalment or tranche shall be a separate contract.
- 5.7 No cancellation or termination of any one contract relating to an instalment or tranche shall entitle the Customer to repudiate or cancel any other contract, instalment or tranche.
- 5.8 If for any reason the Customer fails to accept delivery of any of the Goods, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations, the Company will charge the Customer an abortive delivery charge and:
- (a) risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);
  - (b) the Goods shall be deemed to have been delivered; and
  - (c) the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance); or
  - (d) sell the Goods at the best price readily obtainable and (after deducting any reasonable costs and expenses in connection with the storage and expedited sale of the Goods), charge the Customer for any shortfall below the charges for the Goods.

### **6. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS:**

- 6.1 The Customer and the Company agree that in the course of the Company providing Goods and/or Services to the Customer, the parties may disclose to each other certain Confidential Information. The Customer and the Company agree that each party will maintain the Confidential Information's confidentiality and not disseminate it to any third party without the disclosing party's prior written consent, save that this obligation shall not apply to any Confidential Information that either party has a duty (whether legal or otherwise) to communicate or that is in the public domain or is already in the receiving party's possession through no fault of the receiving party.
- 6.2 The Customer acknowledges the Company's ownership of any Intellectual Property Rights in any Deliverables and any Output Material and in any Goods and/or Services provided to the Customer pursuant to the Contract and agrees not to contest the Company's ownership or use of any such Intellectual Property Rights. Subject to any rights granted to the Customer in relation to any of the Services detailed in clause 3, the Customer shall not acquire any such Intellectual Property Rights or any licence or grant of rights therein. The Customer further acknowledges that, without limitation, any and all Intellectual Property Rights developed by the Company in performing any Services or providing any Goods shall become vested and shall vest in the Company absolutely and shall also be subject to the other provisions of this clause 6.2.



# MYSTERY

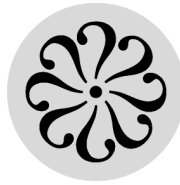
## **7. PAYMENT:**

- 7.1 Subject only to any special terms agreed in writing between the Company and the Customer, the Company shall be entitled to invoice the Customer for the price of the Supplies on or at any time after acceptance of the Customer's order.
- 7.2 Subject to sub-clauses (a) and (b) of this clause 7.2 and subject to any particular requirements for any of the Services detailed in clause 3, provided that the Customer has produced references which in the Company's opinion are satisfactory, then settlement terms will be net 7 days from the invoice date. In all other cases payments shall be made in advance upon submission by the Company of a pro-forma invoice. Payment shall be made in advance upon submission by the Company of a pro-forma invoice in all cases:
- (a) for the Goods, where the Company is to provide interior design services to the Customer; and
  - (b) where the Company is to provide search engine optimisation services, pay per click services and/or social media management services to the Customer; and
  - (c) the Customer shall be responsible for paying the charges in sub-clauses (a) and (b) to the Third Party Supplier, (unless otherwise stated by the Company in writing) but any such requirement to make payment to a Third Party Supplier shall not affect or diminish any of the Company's rights under the Contract.
- 7.3 The time of payment of the price shall be of the essence of the Contract.
- 7.4 All payments shall be made without any deduction, withholding or set-off.
- 7.5 Failure by the Customer to pay any invoice by its due date shall entitle the Company to:
- (a) at its option, to charge interest at the rate of five percent (5%) per annum above Lloyds TSB Bank plc's base lending rate from time to time calculated on a daily basis (whether before or after any judgment) until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest);
  - (b) to charge the Customer with any costs incurred by the Company in the course of collecting outstanding monies due to the Company from the Customer;
  - (c) suspend any warranty for the Supplies or any other goods or services supplied by the Company to the Customer, whether or not they have been paid for;
  - (d) appropriate any payment made by the Customer to such of the Supplies as the Company may think fit;
  - (e) set off any amount owed by the Company to the Customer against any amount owed by the Customer to the Company on any account whatsoever;
  - (f) terminate the Contract, or suspend or cancel any future delivery of Goods and/or performance of Services; and
  - (g) cancel any discount (if any) offered to the Customer.
- 7.6 The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.7 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

## **8. FORCE MAJEURE:**

The Company reserves the right to defer the date of provision of the Supplies, or to cancel the Contract or reduce the volume of the Supplies ordered by the Customer (without liability to the Customer) if it is prevented from, or delayed in, the carrying on of its business (wholly or in part) due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes





# MYSTERY

or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers, or any inability or delay in obtaining supplies of adequate or suitable materials, or the failure or demise of any source of supply.

## **9. WARRANTY:**

9.1 The Company will endeavour to transfer to the Customer the benefit of any manufacturer's warranty or guarantee given to the Company and the Company warrants (subject to the other provisions of these Conditions) that:

- (a) on delivery, the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
- (b) if the Customer has made it expressly known to the Company in the Customer's order that the Goods shall be suitable for a particular purpose and the Company has expressly stated in its written acceptance of the Customer's order that it will supply Goods suitable for that purpose, then the Goods shall be reasonably fit for the purpose so stated; and
- (c) the Services will be performed with reasonable skill and care.

9.2 The Company's liability pursuant to clause 9.1 shall be limited:

- (a) for Goods, to the replacement of any part of the Goods found to be defective and notified to the Company within the period set forth in clause 9.3 (or, if the claim is on any manufacturer's warranty, within the relevant manufacturer's warranty period); and
- (b) for Services, to re-performing those Services found not to have been performed with reasonable skill and care and notified to the Company within the period set forth in clause 9.3.

9.3 Any failure, defect or deficiency in, or shortage or malfunction of the Goods alleged to exist at the time of delivery due to damage or loss in transit shall be notified to the Company within 7 days from delivery of the Goods and any deficiency in the performance of the Services shall be notified to the Company within 7 days of completion of the performance of the Services; otherwise, the Supplies shall be deemed to be satisfactory and a charge will be made for additional rectification work.

9.4 The Company shall not be liable for any breach of any warranty in clause 9.1, if:

- (a) the Customer makes any further use of any Goods which the Customer has alleged to be defective after giving notice of any such defect;
- (b) the Customer modifies, adjusts, alters or repairs the Goods without the prior written consent of the Company;
- (c) the defect arises because the Customer failed to follow any oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (d) the defect or deficiency arises from any Input Material, instructions, specification or design supplied by the Customer, or from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse of the Goods or from any other cause which is not due to the neglect or default of the Company;
- (e) the defect relates to electrical work or other work external to the Goods, or arises by virtue of any act or omission of the Customer relating to the operation of the Goods, or through transportation or relocation of the Goods not performed by, for or on behalf of the Company, or by subjecting the Goods to any unusual physical or other stress or adverse environmental conditions;



# MYSTERY

- (f) the full price for the Supplies has not been paid by the time for payment stipulated in clause 7.2; or
  - (g) the defect is of a type specifically excluded by the Company by notice in writing.
- 9.5 If upon investigation, the Company reasonably determines that any defect or deficiency in, or shortage or malfunction of the Supplies is a result of, or is excused by, any of the matters referred to in clause 9.4, the Customer shall be liable for all costs reasonably incurred by the Company in investigating the same and determining the cause.
- 10. EXCLUSION OF LIABILITY AND INDEMNITY:**
- 10.1 The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
  - (a) any breach of these Conditions;
  - (b) any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and
  - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982 ) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these Conditions excludes or limits the liability of the Company:
  - (a) for death or personal injury caused by the Company's negligence; or
  - (b) under section 2(3), Consumer Protection Act 1987; or
  - (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
  - (d) for fraud or fraudulent misrepresentation.
- 10.4 Subject to clause 10.2 and clause 10.3:
  - (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
  - (b) the Company shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 10.5 The Customer shall hold the Company harmless and keep the Company fully and promptly indemnified against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with any claim made by or against the Company in respect of any liability, loss, damage, injury, cost or expense whatsoever, howsoever and to whomsoever occurring, to the extent that such liability, loss, damage, injury, cost or expense arises directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Company confirming such costs, charges and losses to the Customer in writing.



# MYSTERY

## 11. CHANGES:

The Company reserves the right without prior approval from or notice to the Customer to make any changes in the specification of the Goods and/or Services which are required to conform to any applicable safety or other statutory or regulatory requirements or which, in the reasonable opinion of the Company, do not materially affect the specification of the Goods and/or Services.

## 12. TERMINATION:

12.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:

- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
- (b) the other party commits a material breach of any of the terms of the Contract 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
- (c) the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
- (d) the other party 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 (being a Company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- (g) 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 other party; or
- (h) a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or



## MYSTERY

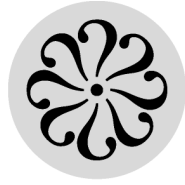
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 12.1(d) 12.1(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (m) there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).

12.2 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of any Goods and/or Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt; and
- (b) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

**13. GENERAL:**

- 13.1 No forbearance or indulgence granted by the Company to the Customer shall in any way limit the rights of the Company under these Conditions of Supply.
- 13.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business.
- 13.3 Neither the Company nor the Customer intends that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 13.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 13.5 The Company shall be entitled at its discretion to perform any or all of its obligations under the Contract by using subcontractors.
- 13.6 The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings between the parties.
- 13.7 Any dispute arising under or in connection with the Contract shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application by either party to the President for the time being of the Law Society whose decision as to the type, qualifications and experience of such arbitrator shall be final and binding on the parties.
- 13.8 The costs of the arbitrator shall be borne by the parties as he directs and his decision on the issue in dispute shall be final.
- 13.9 These Conditions of Supply shall be subject to and construed under English Law and the parties hereby submit to the exclusive jurisdiction of the English courts for that purpose.



**MYSTERY**