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Professional Services Agreement

This Professional Services Agreement sets out the terms upon which the Company agrees to provide the Professional Services and is subject to the Company's current Standard Terms and Conditions. In the event of a conflict between this Professional Services Agreement and the Company's Standard Terms and Conditions, this Professional Services Agreement shall govern and control.

Definitions
The following words shall have these meanings ascribed to them respectively as follows. All other specific terms used herein shall have the meanings ascribed to them in the Company's Standard Terms and Conditions.

"Charges" means the fees payable by the Customer to the Company in consideration of Company supplying the Professional Services which may be calculated (without limitation) on the basis of one or more of the following elements: Daily Rate, time and materials, fixed Charges and estimated Charges.

"Commencement Date" means any estimated date for the commencement of the supply of the Professional Services agreed between the parties.

"Daily Rate" means the Charge rate per man, per day, payable by the Customer in consideration of the supply by the Company of the Professional Services.

"Customer's Equipment" means all computer hardware, software, network and communications facilities and all related equipment owned by or in the control of Customer.

"PSA" means this Professional Services Agreement.

"Professional Services" means the services provided by the Company to the Customer pursuant to this PSA and specified in an Order Agreement.

2. Company's Obligations

2.1 Company shall:

2.1.1 provide the Professional Services set out in a Order Agreement in accordance with this PSA;

2.1.2 use reasonable endeavours to start the supply of the Professional Services by the Commencement Date provided that all dates quoted are indicative only and not of the essence of this PSA;

2.1.3 retain management and control over the personnel it assigns to provide the Professional Services;

2.1.4 use its standard working methods in the performance of the Professional Services; and

2.1.5 comply with any reasonable safety and security procedures applicable to the Customer's site and made known to the Company by the Customer prior to the Commencement Date in writing.

3. Customer's Obligations

3.1 In addition to any Customer obligations set out in Company Standard Terms and Conditions the Customer shall:

3.1.1 supply the Company with any information and assistance reasonably necessary for the Company to perform its obligations under this PSA and the Order Agreement as the case may be;

3.1.2 provide the Company's personnel with free and safe access to the Customer's site and Customer's Equipment sufficient to enable the Company to perform its obligations under this PSA; and

3.1.3 remain responsible for the maintenance and protection of the Customer's Equipment including the protection, integrity and backup of its data, installing and maintaining up to date anti-virus and firewall software and compliance with all applicable law.

3.1.4 where the Professional Services delivered hereunder include implementation of Bacs related functionality, or any other functionality for transmission of data files over a live or production environment, remain responsible for the testing and verification of data file integrity and accuracy prior to any such transmission to Bacs or otherwise.

4. Charges

4.1 The Daily Rate shall be charged for each of the Company's personnel assigned to provide the Professional Services. Part days shall be charged on a pro rata basis subject to a minimum charge of half the Daily Rate. Unless otherwise specified in an Order Agreement the stated number of days is an estimate, based on the company's knowledge and experience of the Professional Services to be provided.

4.2 Unless otherwise specified in the Order Agreement, reasonable expenses in respect of travel, subsistence and overnight accommodation shall be charged to the Customer at the Company's then prevailing standard rates or, where appropriate, at cost.

4.3 The Daily Rate includes the Company's normal working day of 7.5 hours between 0900 hours to 1730 hours (excluding 1 hour break for lunch at any time) Monday to Friday excluding local public or bank holidays. Any additional hours worked at the Customer's request shall be charged at the Company's then current overtime rate.

5. Overdue Payment

5.1 Company may withhold the Professional Services in the event that the Customer is overdue with any payment under this PSA or is in breach of this PSA until such time as the payment is made or the breach remedied.

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6. Non Solicitation of Personnel

6.1 Neither party shall solicit, or attempt to employ or hire, in any capacity, any of the other party's personnel assigned to provide, or in connection with the Professional Services during the period in which such services are provided and for a period of nine (9) months thereafter. In the event that either party employs or hires any of the other party's personnel in breach of this Clause, the breaching party shall pay to the other party upon demand as liquidated damages a sum equal to the annual salary of such personnel at the time of breach. For the avoidance of doubt this Clause shall not apply in the event that either party hires the other party's personnel as a direct result of a previously placed commercial advertisement.

6.2 Breach of clause 6.1 shall allow either party to immediately terminate this PSA under clause 17 of the Company Standard Terms and Conditions to which this PSA is pursuant, without prejudice to any other right or remedy which it may enjoy.

7. Change Control & Cancellation

7.1 Either party may request in writing any amendment to the Professional Services or addition thereto ("Change Request"). Any Change Request, including any resulting increase in Charges, shall be subject to written agreement between the parties, not to be unreasonably withheld or delayed.

7.2 Any day agreed for the provision of the Professional Services ("Consultancy Day") may only be cancelled or postponed by the Customer subject to written notification to the Company. If a request for cancellation or postponement is received from the Customer less than forty-eight (48) hours before the Consultancy Day then the Company shall be entitled to levy Charges at the full applicable Daily Rate.

7.3 In the event that the Professional Services specified in any Order Agreement do not commence on or before sixty (60) days from the date of Customer's signature thereof, then the Company shall be entitled to levy a charge equivalent to the greater of either of the following, as specified in the relevant Order Agreement: (i) the Daily Rate; or (ii) five percent (5%) of the total Professional Services fees.

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