

100%Open Terms and Conditions

1.General

- 100%Open will provide services to you on these terms, which will apply to all work for you unless expressly varied in writing.
- These terms shall be deemed to be incorporated in all agreements with you. Any terms emanating from your documentation are sent by you and received by 100%Open on the understanding that, although they appear on your documents they have no legal effect whatsoever and you waive any right which you may otherwise have to assert them.
- Should you wish to pass any work or services 100%Open have provided to a third party, we will not accept liability to that third party unless previously agreed in writing.
- If you agree that 100%Open introduces other professional consultants to you, we will endeavour to do so. Any advice given by them will be their responsibility direct to you, and not ours.
- Subject to legal requirements, we treat all information about matters dealt with by us as confidential. We acknowledge a duty not to disclose without your permission during or after any contract any confidential information that you pass to us which is not public knowledge or has not been generated independently. You acknowledge our right to use as we see fit any general intelligence that we have gained in the course of the contract.

2. Fees

- Our standard fees are: Partner £2,000 + VAT per day, Director £1,500 + VAT per day, Senior Manager £1200, Manager £900, Analyst £750 + VAT per day. Fees for other staff or subcontractors will vary according to experience and specialist skills.
- Our payment terms are 50% in advance, upon written agreement to proceed. Subsequent payments will be invoiced according to agreed milestones. Payments must be made within one month of our invoice date.
- Expenses for car fare will be charged with £0.42 per mile. Traveling expenses via train and flight will be charged as incurred - first class on train rides, economy-class on flights within Europe and business-class on flights outside of Europe. For the time of travel, 100%Open will charge 50% of its hourly rates.
- This pricing is quoted in GB Pounds Sterling. We can provide a quote in alternative currency, if preferred.
- All prices are quoted excluding any applicable local taxes and excluding Value Added Tax or equivalent local taxes.

3. Our Working Relationship

- Your instructions for 100%Open to proceed with a project constitutes your agreement to pay the agreed price and accept these terms of business. We do not bill piecemeal by day or hour in fractions smaller than the agreed price.
- In the event of a project changing nature, the agreed price will still be payable, unless an alternative arrangement is expressly agreed with 100%Open. If we have already

been paid for days that have subsequently been delayed, they must be claimed within 3 months or the credit for the work will lapse.

- At the start of a project, the completion date will be discussed and agreed. If this deadline is delayed by you for more than four weeks, 100%Open reserve the right to bill the agreed amount even if work is continuing.
- The copyright for all purposes in all work created by 100%Open for you will pass to you only on payment of the invoice.
- We reserve the right to communicate that we are working with you from the outset of the project or engagement. Upon completion of the project or engagement we reserve the right to publish a case study, subject to commercial confidentiality.

4. Liability and Claims

- 100%Open shall not be liable for any delay in or any error in any material produced by us in the absence of default or neglect on your part.
- You indemnify 100%Open against any loss we may incur as a result of any civil claims or proceedings based upon any work prepared for you by 100%Open and approved by you either orally or in writing before publication.

5. Legal Formalities

- Unless expressly stated nothing in these Terms of Business confers any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 100%Open also has specific duties to comply with the Data Protection regime that is in force. This means that 100%Open, and any companies processing data on our behalf, will only hold and use information about you, your employees and representatives to allow 100%Open to work with you or to keep you and your contacts informed of our activities. Also, we may sometimes disclose limited personal information, on a confidential basis, to organisations with whom we co-ordinate joint activities, or to third parties which are also providing services to you. If you do not want 100%Open to disclose any information to third parties, please let us know.
- Contractors and Vendors must ensure they have effective governance including an anti-bribery programme.
- These basic terms, and the services 100%Open provide to you, are governed by, and interpreted and construed in accordance with English Law and you agree to submit irrevocably to the jurisdiction of the English Courts in the event of a dispute arising.