VISUAL DATA MEDIA SERVICES LIMITED TERMS AND CONDITIONS (these "Terms and Conditions")

1 DEFINITIONS

In this Agreement:

1.1 the following terms shall have the following meanings unless the context otherwise requires:

this **"Agreement"**	these Terms and Conditions together with the relevant Work Order and any other documents identified in the relevant Work Order;
"Business Day"	any day other than (a) a Saturday, (b) a Sunday, or (c) a day which is a bank holiday in England (as set out on www.gov.uk/bank-holidays for bank holidays in England);
"Client"	the client whose details are set out in the Work Order;
"Client Materials"	all media (in any format) containing audio and/or visual content and associated metadata, including film negatives, master positives, master videotapes, sub master videotapes, sub master positives, sound tracks, reversal originals, reversal intermediates, cuts and trims, data files, positive prints or video dubs, separations, audiotapes, magnetic film, sound track optional negatives, computer diskettes, digital archive tapes or other materials supplied by or on behalf of the Client to VDMS upon which the Services shall be performed;
"Commencement Date"	the date stipulated as such in the Work Order, or if not set out there it shall be the earlier of (i) the date on which the Work Order is signed by the last of the Parties to sign it; (ii) when the Client communicates to VDMS in writing its unequivocal agreement to VDMS performing the Services in accordance with the Work Order; or (iii) performance commences under the relevant Work Order by the Client (for example delivery of the Client Materials by the Client to VDMS);
"Confidential Information"	any information in any form or medium obtained by or on behalf of one Party from or on behalf of the other Party in relation to this Agreement which is expressly marked as confidential or which a reasonable person would reasonably consider to be confidential whether disclosed or obtained before, on or after the date of this Agreement together with any reproductions of such information or any part of this information (and the Client's "Confidential Information" shall include the Client Materials);
"Deliverables"	any and all outputs, materials and products of the Services (which may include audio and/or video files, tapes, record reports and associated meta data or other outputs) provided or to be provided (or in respect of which Services are to be provided) or made available by VDMS to the Client in relation to this Agreement, as more particularly set out in the relevant Work Order or as otherwise expressly agreed in writing by VDMS;

"Dependencies"	any requirements for the Client to perform its obligations under this Agreement which may impact on the ability of VDMS to be able to provide the Services (and at the times anticipated), including any obligations on the Client in the Work Order;
"Fees"	the fees payable by the Client to VDMS for the supply by VDMS of the Services and the Deliverables in accordance with Clause 11 or as otherwise set out in the relevant Work Order;
"Intellectual Property Rights"	copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"Liability"	has the meaning given to it in Clause 10.9.1;
"Location"	the site at which VDMS shall provide the Services as reasonably decided by VDMS, or as otherwise set out in the Work Order;
"Negligence"	has the meaning given to it in Clause 10.9.2;
"Party"	either VDMS or the Client;
"Rates"	VDMS's time and materials or other rates for providing services, being initially at either the rates set out in the Work Order or (if not set out there) at VDMS's standard time and materials rates from time to time; and subject to any premium in accordance with VDMS's standard percentage premium rates for performing any of the Services at the Client's request outside of VDMS's normal working hours;
"Services"	any post-production services provided or to be provided by VDMS to the Client as may be more particularly described in the Work Order;
"VDMS"	Visual Data Media Services Limited, incorporated and registered in England and Wales with company number 01713597 whose registered office is at 316 - 318 Latimer Road, London, W10 6QN;
"Work Order"	the document containing the specific information relating to the particular scope of services or deliverables supplied or to be supplied by VDMS to the Client or as otherwise agreed in writing between the Parties;

1.2 references to "Clauses" are to clauses of these Terms and Conditions;

1.3 the headings are inserted for convenience only and shall not affect the interpretation or construction of this Agreement;

1.4 words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral and references to persons shall include an individual, company, corporation, firm or partnership;

1.5 references to "written" or in "writing" (except in respect of sending a notice in accordance with Clause 14) includes in electronic form;

1.6 references to "includes" or "including" or like words or expressions shall mean without limitation; and

1.7 references to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

2 AGREEMENT

2.1 The terms of this Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by the Client (including any terms in the Client's invoices, documents or rates cards). These Terms and Conditions apply to all Services and Deliverables.

2.2 Save as expressly provided herein, this Agreement shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the Parties preceding the date of this Agreement and in any way relating to the subject matter of this Agreement and to the exclusion of any representations, statements, promises or warranties not expressly stated herein except for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each Party acknowledges that it has not entered into this Agreement based on any representation that is not expressly incorporated into this Agreement.

2.3 Each Party confirms that it has all necessary rights, permissions and consents to enter into, and perform its obligations under, this Agreement.

2.4 This Agreement constitutes the whole agreement and understanding of the Parties as to the subject matter hereof and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to herein.

2.5 In the event of any conflict between the provisions of any of the documents within this Agreement, then the Work Order shall prevail over these Terms and Conditions.

2.6 If the Client provides VDMS with a purchase order for the Services or Deliverables, the purchase order shall be purely for the Client's administrative purposes only and shall not form part of this Agreement.

2.7 Except as expressly provided otherwise in this Agreement, no change to this Agreement shall be binding unless it is agreed in writing by the Parties.

2.8 Each agreed Work Order constitutes a separate agreement. There may be more than one agreement between the Parties in force at the same time as this Agreement.

3 SERVICES

3.1 VDMS warrants that:

3.1.1 it shall use its reasonable skill and care in providing any Services and in accordance with good industry practice (meaning the level of skill and care as would be provided by a skilled provider of similar services in VDMS’s industry);

3.1.2 its employees, agents and contractors have the necessary skill to provide any Services;

3.1.3 any Services will be provided in a professional, competent and workmanlike manner;

3.1.4 it shall fully, frequently and promptly update the Client as to progress with the Services and Deliverables generally, including reporting on any concerns, continuity or quality issues, queries or comments that need to be resolved or discussed; and

3.1.5 it shall comply with all applicable laws, statutes, regulations and bye-laws, in relation to the exercise of its rights and performance of its obligations under this Agreement.

3.2 VDMS shall provide the Services in accordance with what is stipulated in the Work Order but it otherwise does not warrant that the Services or Deliverables will meet the individual requirements of the Client. VDMS is not responsible for any deliverables or services not expressly stipulated in this Agreement. The Client is responsible for any deliverables and services that it needs to obtain from someone other than VDMS.

3.3 The Client accepts all risk in delivery of the Client Materials to VDMS. Subject to clause 5.1, risk in the Client Materials shall pass to VDMS on receipt by VDMS and shall remain with VDMS for the duration of the Services. VDMS shall take reasonable care of the Client Materials in its possession during the provision of the Services.

3.4 VDMS shall take reasonable steps to ensure the security of the Client Materials, and shall have in place measures to prevent unauthorised disclosure or access, both in respect of the physical materials at VDMS's premises and electronically.

3.5 VDMS shall provide the Services at any Location that it considers reasonably appropriate in order to provide the Services.

3.6 VDMS is permitted to appoint subcontractors to provide the Services and may disclose the Client Materials to such subcontractors for this purpose provided that VDMS shall bear all responsibility for the acts and omissions of such subcontractor and shall procure that all obligations on it which it subcontracts shall be properly undertaken by the subcontractor.

3.7 Subject to VDMS performing the Services within any timeframe as set out in the Work Order, or as otherwise agreed between the Parties in writing, VDMS may select its own working times and timeframes provided that the nature of particular Services does not require the particular Services to be undertaken during particular working times. VDMS shall use its reasonable endeavours to perform its obligations within any timescales set out in this Agreement, but VDMS shall not have any Liability for any delays or failure to accurately perform its obligations:

3.7.1 if it has used those endeavours; or

3.7.2 if caused by any failure or delay in any Dependencies including any failure or delay on the part of the Client or its employees, agents or other contractors to perform their obligations or by any breach by the Client of this Agreement or of any other agreement with VDMS.

If there is any slippage in time, VDMS shall use its reasonable endeavours to reschedule delayed tasks to a mutually convenient time.

3.8 If VDMS is delayed or hindered in providing any Services as a result of any failure or delay in any Dependencies including any breach, delay or failure by the Client to perform any of its obligations under this Agreement or of any other agreement between the Parties, then

VDMS may charge the Client at the Rates for any time reasonably incurred as a result of the hindrance or breach (including the time it actually spends in providing the Services, and any wasted time for which VDMS had anticipated that its personnel would spend in providing Services under this Agreement but become unable to do so at that time as a result of the Client's act or omission and which resources VDMS cannot reasonably re-allocate).

3.9 VDMS shall provide the Deliverables to the Client in the format and medium as set out in the Work Order or as otherwise agreed in writing between the Parties.

3.10 If the Deliverables are to be provided in a physical format and shipped to the Client, the Client shall be responsible for all delivery costs incurred by VDMS in accordance with Clause 11.3. Risk in the Deliverables shall pass to the Client on delivery.

3.11 The Client acknowledges that shipping and delivery dates are only approximations and cannot be guaranteed. VDMS shall not have any Liability to the Client or any other person for any losses caused by delay or errors or omissions in in delivery or shipping, or failure to provide notice of any delay.

3.12 If VDMS is to store the Client Materials post completion of the Services, either by agreement between the Parties or otherwise, such storage of the Client Materials will be at the Client's risk and the Client shall pay a storage charge to VDMS in accordance with Clause 11.3.

3.13 VDMS may, in its sole and absolute discretion, at any time return any or all of the Client Materials to the Client at the Client's expense. Risk in the Client Materials shall pass to the Client on delivery.

3.14 Except where expressly provided for within this Agreement, VDMS excludes all conditions, warranties, terms and obligations, whether implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Services and Deliverables.

4 RIGHT TO REJECT WORK ORDER

4.1 VDMS may, without liability to the Client, refuse to perform any Services which VDMS in its sole and absolute discretion believes could potentially expose VDMS to claims or liability at law or to any third party or would otherwise adversely affect VDMS's reputation. If VDMS determines that such risk exists, VDMS shall have the right to stop all further Services, entirely or in part and retain possession of all Client Materials until the Client has paid in full all Fees for the Services performed.

5 QUALITY CONTROL

5.1 If set out in the Work Order, or if otherwise agreed between the Parties in writing, VDMS shall make a back-up copy of the Client Materials promptly on receipt of the Client Materials. In all other cases, it shall be the Client's responsibility to ensure that it has back-up copies of all Client Materials provided to VDMS, before it provides the Client Materials to VDMS.

5.2 Unless otherwise set out in the relevant Work Order, VDMS's default service for quality control shall be to review the Client Materials straight through and advise the Client if there are any obvious, significant errors or omissions in relation to the content that come to light as part of VDMS providing the Services but VDMS shall take no further steps with regards to quality control of the content of the Client Materials unless the Parties agree in writing. The Parties acknowledge and agree that there may be some continuity errors in respect of the Deliverables and continuity issues may also be a matter of subjective interpretation.

5.3 If set out in the relevant Work Order, or as otherwise agreed in writing between the Parties, VDMS shall add watermarking to the Deliverables. VDMS shall take reasonable care and

provide such watermarking services in accordance with industry standard. However, the Parties acknowledge and agree that watermarking may not be 100% effective.

5.4 Where this Agreement expressly requires VDMS to achieve an end result, if and to the extent that VDMS does not do so and this is due to VDMS's fault, or if the Deliverables do not conform to the terms and conditions of this Agreement and this is due to VDMS's fault, VDMS shall have the opportunity to take corrective action (at no additional Fee) within a reasonable time (and to the extent permitted by law, and subject to Clause 10.1, this shall be the Client's sole right and remedy in respect thereof).

5.5 Any issue, delay or error in one instruction under a Work Order will not affect any other Work Order under which VDMS is providing Services.

6 CLIENT'S OBLIGATIONS

6.1 The Client shall (and shall, where applicable, procure that its employees, agents, consultants and other contractors shall):

6.1.1 subject to Clause 5.1, ensure that it has a duplicate back-up copy of all Client Materials to be provided to VDMS before the original is sent to VDMS for the provision of the Services. The risk of and responsibility for using, securing, copying, preserving and taking back-ups of Client Materials is with the Client;

6.1.2 have in place a contingency plan in respect of any Client Materials lost in transit or damaged in the course of the provision of the Services;

6.1.3 promptly provide to VDMS all Client Materials, information, instructions and assistance (including anything identified in the Work Order to be provided to VDMS) in a format and manner as agreed by the Parties, that will enable VDMS to carry out fully, accurately, promptly and efficiently its obligations under this Agreement to the best of its ability;

6.1.4 ensure that all instructions in relation to the Client Materials are sufficiently clear in order to enable VDMS to provide the Services;

6.1.5 assume all responsibility in relation to instructions and authorisations given by the Client in relation to the Client Materials and the Services;

6.1.6 promptly comply with all reasonable requests of VDMS in connection with this Agreement;

6.1.7 provide sufficient feedback, input and approvals at the times reasonably required by VDMS to enable VDMS to provide and deliver the Deliverables and provide the Services;

6.1.8 ensure it has all necessary rights, permissions and consents to enter into, and perform its obligations under, this Agreement; and

6.1.9 comply with, and ensure that the content of all Client Materials comply with, all applicable laws, statutes, regulations and bye-laws in relation to the exercise of its rights and performance of its obligations under this Agreement.

6.2 Notwithstanding the generality of Clause 6.1 above, the Client shall:

6.2.1 provide sufficient instructions in relation to different market versions of the Client Materials; (for example in relation to whether to use a UK, US or other version of the Deliverables or Client Materials); and

6.2.2 ensure that all content licences in respect of the Client Materials and the Deliverables are received and valid and are for the relevant version of the Client Materials and Deliverables used.

6.3 It is the Client's responsibility to ensure that the Services and Deliverables are sufficient and suitable for its purposes and meet its individual requirements and the Client bears sole responsibility and Liability for the consequences of any such decision or implementation.

6.4 The Client shall be responsible at all times for the accuracy, completeness and legality of the Client Materials and any information and instructions it provides to VDMS. The Client shall indemnify, keep indemnified and hold harmless, VDMS against any and all losses, liabilities, costs, expenses, claims and demands suffered or incurred by VDMS arising from any material inaccuracies, faults or omissions in the Client Materials or the instructions and information provided to VDMS save to the extent that they were caused by VDMS's fraud, wilful default, Negligence or material breach of this Agreement.

6.5 Any property made available by the Client to VDMS for any purposes arising from or in connection with the performance of the Services, including the Client Materials, shall be, and at all times remain, at the sole and entire risk of the Client, and VDMS shall not be subject to any Liability for it provided that VDMS shall take reasonable care of the same.

6.6 The Client agrees, during the term of this Agreement and for a period of one year following its termination or its expiry, not to solicit or induce any employee, agent or contractor of VDMS who was involved with providing Services to the Client to terminate their employment or engagement with VDMS, or to provide any services to the Client (other than through VDMS), without the prior written consent of VDMS. For the avoidance of doubt, any general recruitment advertisement placed by or on behalf of the Client shall not be deemed to be solicitation for the purposes of this Clause 6.6. VDMS shall not have any Liability for delay, breach, mis-performance or non-performance of this Agreement if caused by the Client's engagement or employment of any person engaged or employed by VDMS.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 The Client:

7.1.1 warrants that the receipt and use of the Client Materials in the performance of this Agreement by VDMS, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

7.1.2 shall indemnify, keep indemnified and hold harmless VDMS, against any and all losses, liabilities, costs, expenses, claims and demands suffered or incurred by VDMS as a result of or in connection with any claim brought against VDMS, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Agreement of the Client Materials, save to the extent that they were caused by VDMS's fraud, wilful default, Negligence or material breach of this Agreement.

7.2 Subject to payment in full of the Fees, and any additional charges and expenses payable by the Client under this Agreement, all Intellectual Property Rights in the Deliverables which are specifically and exclusively developed or generated in connection with the provision of the Services by VDMS to the Client shall be Client’s property and VDMS hereby assigns all of its Intellectual Property Rights in such Deliverables to be effective from the date it receives from the Client all amounts due to VDMS relating to the relevant Services.

7.3 Nothing in this Clause 7 shall:

7.3.1 assign or transfer any Intellectual Property Rights in any part of any Deliverables other than those which are exclusively developed or generated by VDMS for the Client under this Agreement. However, VDMS grants to the Client a royalty-free,

worldwide, perpetual, non-exclusive licence to use such non-assigned materials for the purposes of benefiting from the Services; or

7.3.2 give any right to prevent or restrict VDMS's use of general information, documents, knowledge, know-how, methods, methodologies, tools and materials for any purpose.

7.4 The Client grants to VDMS a royalty-free, worldwide, perpetual, non-exclusive licence to:

7.4.1 use the Client Materials for the purposes of performing this Agreement;

7.4.2 use and reproduce Deliverables for performing this Agreement;

7.4.3 use and reproduce any Deliverables for its own marketing purposes, to show examples of the sort of deliverables and services it provides; and

7.4.4 use and reproduce the Client's name and logo to perform the Services and for VDMS's marketing purposes including in any website, promotional material, pitch document or on social media and describing who its clients are (including when pitching for new business). This is subject to VDMS complying with any reasonable and standard corporate branding guidelines of the Client that are made known with reasonable prior written warning to VDMS.

8 CONFIDENTIALITY

8.1 Each Party shall keep and procure to be kept secret and confidential the Confidential Information of the other Party and shall not use nor disclose the same save:

8.1.1 for the purposes of the proper performance of this Agreement; or

8.1.2 as otherwise permitted by this Agreement; or

8.1.3 with the prior written consent of the other Party.

8.2 Where one Party discloses Confidential Information of the other Party to its employee, consultant, subcontractor, supplier, customer, agent, professional adviser or insurer, it shall do so on a need-to-know basis and subject to obligations equivalent to those set out in this Clause 8. Each Party shall use all reasonable endeavours to ensure that any such employee, consultant, subcontractor, supplier, customer, agent, professional adviser or insurer complies with such obligations.

8.3 The obligations of confidentiality in this Clause 8 shall not extend to any matter which either Party can show:

8.3.1 is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of this Agreement; or

8.3.2 was in its written records prior to receipt; or

8.3.3 was independently developed by it; or

8.3.4 was independently disclosed to it by a third party entitled to disclose the same.

8.4 If either Party is required to disclose the Confidential Information of the other Party under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction, then the Party so required may disclose the Confidential Information to the extent required but shall, prior to any disclosure where practicable and legally permissable, give the other Party as much warning thereof as practicable and inform in writing and consult with the other Party and, at the other Party's request and cost, fully co-operate with and assist that other Party in opposing any such disclosure.

8.5 Neither Party shall make any announcement of any kind in respect of the subject matter of this Agreement except with the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed) or as is required by law. The Parties shall act in a co-operative way in approving any announcement following the other Party's request for consent.

8.6 The obligations of this Clause 8 shall continue after termination or expiry of this Agreement for whatever reason.

9 INSURANCE

9.1 During the term of this Agreement, VDMS shall maintain in force, with a reputable insurance company, professional indemnity insurance to cover the liabilities that may arise under or in connection with this Agreement and shall produce to the Client on reasonable request reasonable evidence of such insurance.

10 LIMITATION OF LIABILITY

10.1 This Clause 10 prevails over all other Clauses and sets forth the entire Liability of each Party, and the sole and exclusive remedies of the other Party, in respect of:

10.1.1 performance, non-performance, purported performance, delay in performance or mis-performance of this Agreement or of any Services or Deliverables in connection with this Agreement; or

10.1.2 otherwise in relation to this Agreement or entering into this Agreement.

10.2 Neither Party excludes or limits its Liability for:

10.2.1 its fraud; or

10.2.2 death or personal injury caused by its Negligence; or

10.2.3 any infringement of the other Party's or any third party Intellectual Property Rights; or

10.2.4 any other Liability which cannot be excluded or limited by applicable law.

10.3 Subject to Clause 10.2, each Party does not accept and it hereby excludes any Liability for Negligence other than any Liability arising pursuant to the terms of this Agreement.

10.4 Subject to Clause 10.2, neither Party shall have Liability in respect of any:

10.4.1 indirect or consequential losses, damages, costs or expenses;

10.4.2 loss of actual or anticipated profits;

10.4.3 loss of contracts;

10.4.4 loss of use of money;

10.4.5 loss of anticipated savings;

10.4.6 loss of revenue;

10.4.7 loss of goodwill;

10.4.8 loss of reputation;

10.4.9 ex gratia payments;

10.4.10 loss of business;

10.4.11 loss of operation time;

10.4.12 loss of opportunity; or

10.4.13 loss of, damage to or corruption of, data;

whether or not such losses were reasonably foreseeable or the Party in default or its agents had been advised of the possibility of the other incurring such losses. For the avoidance of doubt, Clauses 10.4.2 to 10.4.13 apply whether such losses are direct, indirect, consequential or otherwise.

10.5 Subject to Clause 10.2, and subject to any specific right or remedy expressly set out in this Agreement that explicitly provides that the following cap may be exceeded, the total aggregate Liability of each Party shall be limited to the greater of: (a) £250,000; or (b) 110% of the total sums paid and total other sums payable, in aggregate, by the Client to VDMS under this Agreement.

10.6 The limitation of Liability under Clause 10.5 has effect in relation both to any Liability expressly provided for under this Agreement and to any Liability arising by reason of the invalidity or unenforceability of any term of this Agreement.

10.7 The Client shall not limit its Liability for failure to pay the Fees and expenses.

10.8 For the avoidance of doubt, subject to Clause 10.1, nothing in this Agreement shall give VDMS any Liability for the costs of any re-make of the underlying Client Materials.

10.9 In this Agreement:

10.9.1 "Liability" means liability in or for breach of contract (including liability under any indemnity), tort (whether deliberate or not), Negligence, breach of statutory duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement (and for the purposes of this definition, all references to "this Agreement" shall be deemed to include any collateral contract); and

10.9.2 "Negligence" means the breach of any (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty).

11 FEES AND EXPENSES

11.1 In consideration for obtaining the Services and Deliverables provided by VDMS pursuant to this Agreement, the Client shall pay to VDMS the Fees.

11.2 Unless otherwise set out in the Work Order or otherwise agreed in writing between the Parties, all Fees for the Services shall be chargeable at the Rates. The Parties acknowledge and agree that the Fees may increase throughout the provision of the Services if the scope changes from the original requirement.

11.3 The Fees shall be exclusive of all costs and charges of storage (which shall be charged at VDMS's standard Rates unless the Parties otherwise agree in writing), packaging, insurance, transport and delivery of the Client Materials and the Deliverables, which shall be chargeable and invoiced to the Client in addition.

11.4 VDMS may charge the Client for expenses only if permitted in accordance with the Work Order or otherwise agreed between the Parties in writing; in that case, VDMS may charge the Client in accordance with VDMS's normal expenses policies and procedures for its reasonable expenses incurred in the course of performing its obligations under this Agreement.

11.5 Unless set out otherwise in this Agreement (including if the Work Order requires for payment to be following certain milestones), VDMS may issue invoices to the Client for the Fees, expenses and other costs monthly in arrears, or if earlier, on completion of the relevant Services.

11.6 Unless otherwise set out in the Work Order, the Client shall pay VDMS for all undisputed Fees, expenses and costs within 30 days after receipt of VDMS's proper invoice. If and to the extent there is a dispute as to the amount, the Client shall pay for all undisputed amounts.

11.7 VDMS shall provide details with its invoice to detail such other information as the Client may reasonably require in order to ascertain the Fees and expenses due.

11.8 All sums due to VDMS are exclusive of value added tax and other sales or import or export duties or taxes (if applicable), which the Client shall pay to VDMS in addition at the same time as payment of the Fees and expenses.

11.9 The Client shall pay VDMS by any payment method reasonably stipulated by VDMS. No payment shall be considered paid until it is received by VDMS in cleared funds in full.

11.10 Unless otherwise set out in the relevant Work Order, payment shall be in the currency in force in England from time to time or in such other currency as is stipulated for the Fees or Rates.

11.11 If the Client is late in paying any part of any undisputed monies due to VDMS under this Agreement or any other agreement between the Parties, VDMS may (without prejudice to any other right or remedy available to it whether under this Agreement or by any statute, regulation or bye-law) do either or both of the following:

11.11.1 charge interest and other charges on the amount due but unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly; and

11.11.2 suspend the performance of this Agreement and any other agreement between the Parties until payment in full has been made.

12 TERM AND TERMINATION

12.1 This Agreement shall commence on the Commencement Date and, subject to either Party continuing to have a right to earlier termination pursuant to its termination rights under this Agreement, shall continue in force until the later of:

12.1.1 the Client has paid for all the Fees and expenses and other costs in full; and

12.1.2 VDMS has finished providing the Services and Deliverables as are required by this Agreement.

12.2 Either Party may terminate this Agreement immediately by notice to the other Party if:

12.2.1 the other Party is in material breach of any of its obligations under this Agreement or any other agreement between the Parties which is incapable of remedy; or

12.2.2 the other Party fails to remedy, where capable of remedy, any material breach of any of its obligations under this Agreement or any other agreement between the Parties after having been required in writing to remedy such breach within a period of no less than 30 days; or

12.2.3 the other Party is in persistent breach of any of its obligations under this Agreement or any other agreement between the Parties; or

12.2.4 the other Party gives notice to any of its creditors that it has suspended or is about to suspend payment or if it is or shall be unable to pay its debts as they come due, or enters into any compromise or arrangement with any of 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 an order is made or a resolution is passed for the winding-up of the other Party or an administration order is made or an administrator is appointed to manage the affairs, business and property of the other Party or a receiver or manager or administrative receiver is appointed in respect of all or any of the other Party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver or manager or administrative receiver or administrator or which entitle the court to make a winding-up or bankruptcy order or the other Party takes or suffers any similar or analogous action in consequence of debt in any jurisdiction.

12.3 For the purposes of Clause 12.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to time to the reasonable satisfaction of the other Party.

12.4 VDMS may terminate this Agreement immediately by notice to the Client if the Client is at least five Business Days' late in paying any undisputed sums due under this Agreement or any other agreement between the Parties and VDMS has then given to the Client at least a further five Business Days' notice requiring the Client to pay in full within such five Business Day (or, if VDMS desires, longer) period failing which VDMS may exercise its right to terminate under this Clause 12.4.

12.5 Termination or expiry of this Agreement shall be without prejudice to any accrued rights or remedies of either Party.

12.6 Termination or expiry of this Agreement will not affect the coming into force or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

12.7 Upon termination or expiry of this Agreement for any reason:

12.7.1 VDMS shall cease to perform the Services;

12.7.2 all outstanding Fees and expenses for Services or Deliverables provided or in the process of being created for delivery shall become immediately payable, whether invoiced or not (except to the extent otherwise expressly stated in this Agreement);

12.7.3 subject to VDMS having been paid in full for all Fees and expenses, VDMS shall deliver up to the Client all Deliverables made to date; and

12.7.4 the owner of Confidential Information may at its option require the other Party to delete promptly all Confidential Information belonging to the Party requiring the action from any computer disks, tapes or other material in its possession or under its control or promptly deliver up or destroy materials and tangible items in its possession or under its control which contain any such Confidential Information. The owner of Confidential Information may require the other Party to provide a written declaration, signed by an officer or other authorised individual stating that there has been full compliance with this Clause 12.7.4.

13 FORCE MAJEURE

13.1 Neither Party shall have any Liability for any breach, hindrance or delay in performance of its obligations under this Agreement which is caused by circumstances beyond its reasonable

control including any act of God, actions or omissions of third parties not in the same group as the Party seeking to rely on this Clause (including hackers, suppliers, couriers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil war, civil commotion, war, hostilities, threat of war, warlike operations, armed conflict, imposition of sanctions, embargo, seizure or forfeiture, breaking off of diplomatic relations or similar actions, national emergencies, terrorism, nuclear, chemical or biological contamination or sonic boom, piracy, arrests, restraints or detainments of any competent authority, blockade, strikes or combinations or lock-out of workmen, unusual traffic volumes, unusual travel restrictions, epidemic, fire, explosion, storm, flood, drought, adverse weather conditions (including cold, heat, wind, rain, snow, ice or fog), loss at sea, earthquake, volcano, ash cloud, natural disaster, accident, mechanical breakdown, third party software, collapse of building structures, failure of machinery (other than used by the relevant Party) or third party computers or third party hardware or vehicles, failure or problems with public utility supplies (including general: electrical, telecoms, water, gas, postal, courier, communications or Internet disruption or failure), shortage of or delay in or inability to obtain supplies, stocks, storage, materials, equipment or transportation ("Event of Force Majeure"), regardless of whether the circumstances in question could have been foreseen.

13.2 Each Party agrees to inform the other Party upon becoming aware of an Event of Force Majeure, giving details of the circumstances giving rise to the Event of Force Majeure.

13.3 The performance of each Party's obligations shall be suspended during the period that the circumstances persist and such Party shall be granted an extension of time for performance equal to the period of the delay.

13.4 Each Party shall bear its own costs incurred by the Event of Force Majeure.

13.5 If performance of any obligations are delayed under this Clause 13, each Party shall nevertheless accept performance as and when the other shall be able to perform.

13.6 If the Event of Force Majeure continues without a break for more than three months, either Party may terminate this Agreement immediately by notice to the other Party, in which event neither Party shall have any Liability by reason of such termination.

13.7 If VDMS has contracted to provide identical or similar services or deliverables to more than one client and is prevented from fully meeting its obligations to the Client by reason of an Event of Force Majeure, VDMS may decide at its absolute discretion which contracts it will perform and to what extent.

14 NOTICES

14.1 Any notice required or authorised to be given under this Agreement shall be in writing and shall be despatched by recorded delivery post or by overnight commercially recognisable courier or by facsimile addressed to the relevant Party at its address stated in this Agreement or at such other address or facsimile number as is notified by the relevant Party to the other for this purpose from time to time or at the address or facsimile number of the relevant Party last known to the other Party.

14.2 Any notice so given by recorded delivery post or by overnight commercially recognisable courier shall be deemed to have been served two Business Days after the same shall have been despatched by recorded delivery post or by overnight commercially recognisable courier and any notice so given by facsimile shall be deemed to have been served upon receipt of an answerback signal from the receiving machine, and in proving such service it shall be sufficient to prove that the letter or facsimile was properly addressed or numbered and, as the case may be, despatched or a confirmation of facsimile delivery receipt received.

15 GENERAL

15.1 Unless a Party expressly states in writing that it is waiving a particular power, right or remedy in a particular stated instance, no failure or delay or omission by either Party in exercising any power, right or remedy under this Agreement or at law shall operate as a waiver of such power, right or remedy; and no waiver in any particular instance shall extend to or affect any other or subsequent event or impair any powers, rights or remedies in respect of it or in any way modify or diminish that Party's other powers, rights or remedies under this Agreement or at law.

15.2 If any Clause or other provision in this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other Clause or provision or part of any Clause or provision, all of which shall remain in full force and effect.

15.3 Nothing in this Agreement shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between the Parties.

15.4 A person who is not a Party to this Agreement has no rights under any law to enforce any term of this Agreement.

15.5 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. All dealings, correspondence and contacts between the Parties shall be made or conducted in the English language. In respect of any disputes:

15.5.1 If the Client is domiciled in the United Kingdom or European Union, the exclusive forum for settling any disputes which may arise out of or in connection with this Agreement shall be the English courts.

15.5.2 If the Client is not domiciled in the United Kingdom or European Union, any dispute which may arise out of or in connection with this Agreement shall be exclusively referred to and finally resolved by arbitration under the LCIA Rules. Those Rules are deemed to be incorporated by reference into this Clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.