

## AGREED TERMS

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions ("the Conditions"): Advertisement: an advertisement or series of advertisements for the Client's products or services including (but not limited to) advertisements in any publications or on any website, any banner advertisements on any website and any advertisement at or for an Event.

Client: the person, firm, company or other entity stated in the Contract (which expression shall include any principal on whose behalf the Contract is signed, irrespective of whether the agent has authority to do so) who purchases Services from the Company.

Client's Purchase Order: the Client's pro forma purchase order.

Company: The PSBE Cyber News Group, and its assignees.

Contract: the Company's Order Form, or (only in the absence of the Company's Order Form) the Client's Purchase Order, duly completed and submitted by the Client and the Company's acceptance of the same.

Deliverables: all Documents, products and materials developed by the Company (or its agents, subcontractors, consultants and employees) in relation to the Services in any form, including brochures, journals, leaflets and reports (including drafts).

Document: includes, without limitation, in addition to any document in writing, any drawing, design, picture or other image, or other device or record embodying information in any form.

Event: an event or exhibition organised and conducted by the Company on the Event Date.

Event Date: the date of the Event as set out on the Company's Order Form, or (in the absence of the Company's Order Form) on the Client's Purchase Order.

In-put Material: all Documents, information and materials provided by the Client relating to the Services.

Intellectual Property Rights: all copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Company's Order Form: the Company's pro forma order form.

Services: the services to be provided by the Company under the Contract as set out in the Order Form, or in the absence of an Order Form the Client's Purchase Order.

Sponsorship: the sponsorship of the Event by the Client for the purpose of promoting the Client and its products and/or services.

Sponsorship Package: any combination of Advertisement(s) and/or Sponsorship on any one occasion as set out in the Contract.

Title: the name of the Event as detailed in the Contract.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Headings in these conditions shall not affect their interpretation.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 A reference to writing or written includes faxes and e-mail.

1.6 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.7 References to conditions are to the conditions of the Contract.

### 2. APPLICATION OF CONDITIONS

2.1 These Conditions shall:

(a) apply to and be incorporated into the Contract; and

(b) prevail over any inconsistent terms or conditions contained, or referred to, in the Company's Order Form (or in the absence of an Order Form the Client's Purchase Order), confirmation of order, acceptance of a quotation, or specification or other Document supplied by the Client, or implied by law, trade custom, practice or course of dealing.

2.2 The Company's Order Form duly completed (or in the absence of an Order Form the Client's Purchase Order, duly completed and submitted by the Client), constitutes an offer by the Client to purchase the Services on these Conditions. No offer placed by the Client shall be accepted by the Company other than:

(a) by a written acknowledgement issued by the Company and sent to the Client by letter, fax or email; or

(b) (if earlier) by the Company starting to provide the Services,

when a contract for the supply and purchase of the Services on these Conditions will be established. The Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other Document shall not govern the Contract.

### 3. COMMENCEMENT AND DURATION

3.1 The Services supplied under the Contract shall be provided by the Company to the Client from the date of acceptance by the Company of the Client's offer in accordance with condition 2.2.

1

3.2 Subject to condition 11, the Services supplied under the Contract shall continue to be supplied until (and including) the Event Date unless the Contract is terminated by one of the parties giving to the other not less than 1 months' notice.

3.3 The Client shall have a cooling off period of 7 days from the date of the Contract during which the Client has the right to cancel the Contract.

#### 4. COMPANY'S OBLIGATIONS

4.1 The Company shall use reasonable endeavours to provide the Services, and to deliver the Deliverables to the Client, in accordance in all material respects with the Contract.

4.2 The Company shall use reasonable endeavours to meet any performance dates specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

#### 5. CLIENT'S OBLIGATIONS

5.1 The Client shall:

(a) co-operate with the Company in all matters relating to the Services;

(b) provide to the Company, in a timely manner, such In-put Material and other information as the Company may require and ensure that it is accurate in all material respects, and will in any event provide to the Company all artwork and advertorial content within 14 days of the date of the Contract;

(c) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use of In-put Material insofar as such licences, consents and legislation relate to the Client's business, in all cases before the date on which the Services are to start; and

(d) warrant that any information relating to its products or services provided by the Client to the Company and referred to in the Advertisements or Events are accurate and true, are not illegal or defamatory, and comply at all times with the relevant and applicable advertising standards, guidelines and regulations.

5.2 If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

5.3 The Client shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client'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 Client in writing.

5.4 The Client shall not make or cause to be made or issue any announcement to the press or media regarding the Contract, the Advertisement, the Event or the Services, except in a form approved by the Company.

#### 6. CHARGES AND PAYMENT

6.1 In consideration of the provision of the Services by the Company, the Client shall pay the charges as set out in the Order Form, or in the absence of an Order Form the Client's Purchase Order.

6.2 The total price for the Services shall be the amount set out in the Order Form, or in the absence of an Order Form the Client's Purchase Order. The Company shall invoice the Client for the charges that are then payable, together with any other expenses and VAT.

6.3 The parties agree that the Company may increase the charges set out in the Order Form, or in the absence of an Order Form the Client's Purchase Order. The Company will give the Client written notice of any such increase 1 month before the proposed date of the increase. If such increase is not acceptable to the Client, it may, within 1 month of such notice being received or deemed to have been received in accordance with condition 20, terminate the Contract with immediate effect by giving written notice to the Company.

6.4 The Client shall pay each invoice submitted to it by the Company, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the Company.

6.5 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Company on the due date, the Company may:

(a) charge interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of Barclays Bank Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Client shall pay the interest immediately on demand. The Company may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;

(b) charge the Client for all and any costs incurred by the Company in any action or proceedings for the recovery of sums due to it under the Contract; and

(c) suspend all Services until payment has been made in full.

6.6 All sums payable to the Company under the Contract shall become due immediately on its termination, despite any other provision. This condition 6.6 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

6.7 All payments due to the Company under this Contract shall be made without any rights of set off, deduction, withholding or counterclaim.

6.8 The Company may, without prejudice to any other rights it may have, set off any liability of the Client to the Company against any liability of the Company to the Client.

#### 7. INTELLECTUAL PROPERTY RIGHTS

As between the Client and the Company, all Intellectual Property Rights and all other rights in the Deliverables shall be owned by the Company. The Company licenses all such rights to the Client free of charge and on a non-exclusive,

2

worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Deliverables and the Services. If the Contract terminates, this licence shall automatically terminate.

#### 8. CONFIDENTIALITY AND THE COMPANY'S PROPERTY

8.1 The Client shall keep in strict confidence all technical or commercial know-how, processes or initiatives which are of

a confidential nature and have been disclosed to the Client by the Company, its employees, agents, consultants or subcontractors and any other confidential information concerning the Company's business or its products which the Client may obtain.

8.2 The Client may disclose such information:

- (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Client's obligations under the Contract; and
- (b) as may be required by law, court order or any governmental or regulatory authority.

8.3 The Client shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition 8.

8.4 The Client shall not use any such information for any purpose other than to perform its obligations under the Contract.

8.5 All materials, drawings and data supplied by the Company to the Client shall, at all times, be and remain (as between the Company and the Client) the exclusive property of the Company, but shall be held by the Client in safe custody at its own risk and maintained by the Client until returned to the Company, and shall not be disposed of or used other than in accordance with the Company's written instructions or authorisation.

## 9. LIMITATION OF LIABILITY - THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

9.1 This condition 9 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Client in respect of:

- (a) any breach of the Contract including any deliberate breach of this Contract by the Company, or its employees, agents or subcontractors;
- (b) any use made by the Client of the Services, the Deliverables or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.3 Nothing in these Conditions limits or excludes the liability of the Company:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the Company.

9.4 Subject to condition 9.2 and condition 9.3:

- (a) the Company shall not be liable for:
  - (i) loss of profits; or
  - (ii) loss of business; or
  - (iii) depletion of goodwill and/or similar losses; or
  - (iv) loss of anticipated savings; or
  - (v) loss of goods; or
  - (vi) loss of contract; or
  - (vii) loss of corruption of data or information; or
  - (viii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) 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 price paid for the Services.

9.5 For the avoidance of doubt the Company shall not be liable for the non-appearance of the Advertisement(s) in any publications and/or any agreed website, or section of any agreed website, nor shall the Company be liable for the attendance figures and delegate/speaker ratios at an Event.

## 10. DATA PROTECTION

The Client acknowledges and agrees that details of the Client's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Company in connection with the Services.

## 11. TERMINATION

11.1 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 (pursuant to condition 20) 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 7 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

3

section 123 of the Insolvency Act 1986 (being an individual) is deemed either unable to pay his/her 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; 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;

(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) 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 this condition 11.1; 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).

11.2 The parties acknowledge and agree that any breach of condition 6 shall constitute a material breach for the purposes of this condition 11.

11.3 On termination of the Contract for any reason:

(a) the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest (if any is due) and, in respect of Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;

(b) the Client shall within 7 days return all of the Deliverables. If the Client fails to do so, then the Company may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping; and

(c) 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.

11.4 On termination of the Contract (however arising), conditions 7, 8, 9, 11 and 21 shall survive and continue in full force and effect.

## 12. FORCE MAJEURE

The Company shall have no liability to the Client under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

## 13. VARIATION

13.1 The Company may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

13.2 The Company may, from time to time change the Services, provided that where practicable, it will give the Client at least 1 months' notice of any change.

13.3 Subject to condition 13.1, no variation of the Contract or these Conditions shall be valid unless it is in writing and signed by or on behalf of the Company.

## 14. WAIVER

14.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

14.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

## 15. SEVERANCE

15.1 If any provision of the Contract (or part of any provision) is found by any Court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

15.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.<sup>4</sup>

## 16. ENTIRE AGREEMENT

16.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

4

16.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as provided in the Contract.

16.3 Nothing in this condition 16 shall limit or exclude any liability for fraud.

## 17. ASSIGNMENT

17.1 The Client shall not, without the prior written consent of the Company, assign, transfer, charge, mortgage,

subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

17.2 The Company may at any time assign, transfer, charge, mortgage, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

17.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

#### 18. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

#### 19. RIGHTS OF THIRD PARTIES

A person who is not a party to the Contract shall not have any rights under or in connection with it.

#### 20. NOTICES

20.1 Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified in the Contract, or as otherwise specified by the relevant party by notice in writing to the other party.

20.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in the Contract or, if sent by pre-paid first-class post or recorded delivery, at 1.00pm on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

20.3 This condition 20 shall not apply to the service of any documents in any legal action.

20.4 A notice or other communication required to be given under or in connection with the Contract shall not be validly served if sent by e-mail.

#### 21. GOVERNING LAW AND JURISDICTION

21.1 The Contract, 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, the law of England and Wales.

21.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including noncontractual disputes or claims).