



1. TERMS OF BUSINESS

1. These terms of business shall apply to any fixed price contract ('the Contract') between Target3D Limited, ('Target3D'), and the organisation which is to receive a service from Target3D, ('the Client') to the exclusion of any other terms.

2. ALTERATION

If there is a requirement for a change to the scope or specification of any part of the Contract arises, Target3D will estimate the increase in cost necessary to complete the services due to the change, if any, and will normally agree to the change if the Client accepts any extra cost involved unless otherwise agreed.

3. RESPONSIBILITIES

Target3D

3.1 The services to be provided under the Contract are detailed in Target3D's quotation, proposal or tender ('the services') and will, subject to the provisions of these terms of business, be provided by Target3D on a fixed price basis.

3.2 Target3D undertakes to assign competent and suitably qualified individuals to provide the services with reasonable skill and care.

3.3 Target3D's documentation formats, standards and methodologies will be followed unless agreed to the contrary.

3.4 Where Target3D has been requested to provide equipment, licensed software, or services to the Client, the Client shall provide a suitable environment for installation. The Client shall be responsible for complying with all third party, end-user, licence or other agreement or terms and conditions (a copy of which can be provided upon request if not enclosed within our quotation, proposal or tender).

3.5 Unless otherwise specifically detailed within Target3D's quotation, proposal or tender Target3D's warranty obligations with respect to the equipment or software is to pass-on the unexpired portion of supplier/manufacturer warranties applicable to the equipment or software.

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3.6 Risk in the equipment shall pass to the Client when the equipment is delivered to the Client. Title in the equipment shall not pass to the Client until the purchase price has been paid in full. Target3D may take re-possession of the equipment at any time after payment becomes due but has not been received.

3.7 Where Target3D uses the Internet, a web site or telecommunication link to provide some of the services Target3D shall not be liable for failing to provide such services to the extent such failure is due to the failure of the whole or part of the Internet or telecommunication link, unless such telecommunication link is the express responsibility of Target3D to provide and maintain.

Client

3.8 The Client is responsible for accurately specifying the services and the content of any output produced and accepted by the Client during the course of the Contract and for ensuring that such outputs meet the Client's requirements. Target3D shall have no responsibility for the content of any such outputs.

3.9 The Client will ensure that Target3D's staff whilst at the Client's premises are provided during the Client's normal working hours (or such other times as may be agreed) with reasonable working conditions which meet the minimum standard laid down in the current Health and Safety Legislation, computer facilities (including computer consumables, storage and data preparation facilities), office accommodation and facilities (including a telephone and a photocopying facility), and such assistance of the Client's employees as Target3D shall reasonably require.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 The copyright and all other intellectual property rights of whatsoever nature in any written material of created by Target3D for the Client during the performance of the services shall be the property of Target3D but the Client is hereby granted for the duration and location(s) of the Client event a licence to use such material within the parameters of the terms as detailed in Target3D's quotation, proposal or tender.

4.2 The Client acknowledges that elements of the services which constitute general know-how or expertise are part of Target3D's library of techniques, images, macros,

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stubs, code fragments of a reusable nature etc. ('library items') and that such library items are and will remain the exclusive property of Target3D.

5. PRICING STRUCTURE

5.1 Unless otherwise detailed in Target3D's quotation, proposal, or tender a fixed price for the services includes effort expended to ensure that programs function and link correctly using agreed test data (normally the acceptance test data). The fixed price does not include any testing not specified with Target3D's quotation, proposal or tender.

Invoicing and Payment

5.2 Fixed price services will be invoiced by means of progress charges based on services carried out to the date of invoice unless an alternative payment schedule has been detailed within Target3D's quotation, proposal or tender. Invoices are payable in accordance with the payment terms specified in Target3D's quotation, proposal or tender or if none are specified, payable shall be made in full within thirty (30) days of the date of invoice.

5.3 Unless stated otherwise, the Client agrees to pay the amounts due, plus Value Added Tax at the prevailing rate. The Client shall make all payments due to Target3D without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by Target3D to the Client.

Overdue Accounts

5.4 The fixed price and any additional charges are payable in full and payment cannot be set off, delayed or deferred pending the outcome of any claim which may be made by the Client.

5.5 If the Client fails to make any payment when due then in addition to the prices payable (and without prejudice to any other right of Target3D), interest shall accrue on the amount outstanding on a day to day basis from the due date in accordance with the Late Payment of Commercial Debts Regulations 2013., Target3D may also without notice suspend further performance of the services until such non-payment is remedied.

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6. TIMING AND STAFFING

6.1 Timescales and staffing details given in any report, quotation, proposal, tender, plan or other document or presentation are included as an estimate only and a guide to the Client and are not specific commitments or obligations.

6.2 Where for any reason the Client is unable to provide, in a timely fashion, facilities or access to relevant experienced staff as required implicitly or explicitly by Target3D, or where Client data, documentation or information provided is in Target3D's sole opinion poor quality, or fails to perform the obligations and meet the dependencies detailed in Target3D's quotation, proposal or tender, Target3D will be entitled to charge and the Client will pay in full all additional charges levied in respect of extra time worked or delays incurred by persons assigned to perform the services and to adjust assignment timescales and progress payments accordingly.

7. ACCEPTANCE

7.1 Acceptance by the Client of the services shall not be unreasonably withheld or delayed. The Client shall be deemed to have accepted the services upon the earlier of the completion of the acceptance tests detailed in sub-clause 7.2 and 7.3 below or live operation or use of any outputs resulting from the services for the next stage of the project.

7.2 When the Contract makes express provision for any acceptance procedure, Target3D will allow the number of days set down in the Contract for that procedure. Target3D and the Client will mutually agree prior to commencement of the services, or within a mutually agreed timescale, the acceptance test criteria that will apply for the Contract.

7.3 Target3D shall manage and perform the acceptance tests for the Client, and the Client shall be entitled to witness such tests. The Client will be responsible for any time in excess of the specified period spent by Target3D's staff in performing the acceptance tests, waiting to run acceptance tests or awaiting the results. Such extra time will be charged at Target3D's pertaining per diem fee rate.

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The Client will be deemed to have accepted that the performance of the services is completed in accordance with the Contract unless the Client notifies Target3D promptly in writing on completion of the acceptance tests that the Client does not accept that the services have been performed in accordance with the Contract together with full details of the Client's grounds for such opinion. Upon receipt of any such notification from the Client, Target3D will be provided the opportunity (with no further liability) to rectify any errors and/or repeat the acceptance tests. Target3D will not charge for any corrective services undertaken but will be entitled to charge at Target3D's pertaining per diem rates if the services did comply with the Contract notwithstanding the Client's notice to the contrary. Target3D will plan to re-assign its staff after completion of acceptance tests; if errors are not notified to Target3D forthwith there may be some delay in their investigation. Target3D is not liable for the correction of errors detected or notified to Target3D after the Client's acceptance of the services.

8. RECRUITMENT OF STAFF

8.1 The Client shall not solicit nor endeavour to entice away from Target3D any employee engaged in the provision of the services to provide services for the Client other than pursuant to the Contract either during or within one year after the term of the Contract nor permit or procure others to do so.

9. TERMINATION

9.1 Either party may (without prejudice to its other rights against the other party) by written notice to the other party summarily suspend or terminate the Contract in the event that the other party:

9.1.1 has entered into any composition or arrangement (whether formal or informal) with his/its creditors or has a bankruptcy order made against him or has been made the subject of an application for an interim order under Section 253 of the Insolvency Act 1986 or has an interim receiver of his property appointed under Section 286 of the Insolvency Act 1986 or becomes the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986 or has a receiver manager administrator or administrative receiver appointed of its undertaking assets or income or any part

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thereof or has passed a resolution for its winding up or has a petition presented to any Court for its winding up or for an administration order.

9.1.2 shall be in breach of the terms and conditions of the Contract and fail to rectify such breach within thirty (30) days of receipt of written notice requiring it to do so.

9.2 Target3D's quotation, tender or proposal may expressly state that any resulting Contract may be performed in a number of distinct contract phases. Prior to the end of each Contract phase Target3D or the Client shall have the option to give the other party written notice to terminate the Contract at the end of that Contract phase. The Contract shall only terminate for convenience following the completion of a Contract phase. If services on subsequent Contract phases has commenced then the Client's sole liability shall be to pay Target3D for services provided up to the date of termination and for any costs incurred by Target3D that cannot be mitigated.

10. EXCLUSIONS

10.1 Except as specified in clauses 3.2 and 3.5 no condition or warranty is made or to be implied, whether by statute or common law or otherwise, as to the quality or fitness for purpose of any equipment, software or services supplied.

10.2 Target3D's liability shall be limited as set out in this clause 10.2. In this clause 10.2 'Claim' shall mean any claim against Target3D whether in contract, strict liability or tort (including negligence) or otherwise:

10.2.1 Notwithstanding any other provision of this clause 10.2, Target3D's liability for loss or damage in respect of death or personal injury resulting from Target3D's negligence shall be unlimited;

10.2.2 Target3D will have no liability for any Claim or potential Claim except with respect to personal injury or death resulting from negligence unless the Client shall have notified Target3D in writing within six months after such Claim or potential Claim shall have come to the knowledge of the Client;

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10.2.3 Target3D's liability for any Claim in respect of physical damage to the Client's or any other property caused by Target3D shall be limited in aggregate to a maximum of one million pounds sterling (£1,000,000.00);

10.2.4 Target3D will have no liability for any Claim for loss of revenue or profits, loss of anticipated savings, loss of goodwill or injury to reputation, loss of business opportunity, loss or damage to or corruption of data, losses suffered by third parties or indirect, consequential or special loss or damage, regardless of whether Target3D knew of had reason to know of the possibility of the loss, injury or damage in question;

10.2.5 Target3D's aggregate liability for all Claims under or in relation to any specific Contract shall be limited to a maximum of 100% of the aggregate fees paid and payable with respect to the specific Contract under or in relation to which the Claims arise.

10.3 The Client shall comply with its obligations and dependencies as detailed in Target3D's quotation, proposal or tender, and shall indemnify and hold Target3D harmless against any loss of damage which it may suffer or incur as a result of the Client's failure to meet its obligations and dependencies.

11. CONFIDENTIALITY

11.1 The terms of the Contract and all information of a technical nature disclosed by either party its servants agents or contractors to the other party in connection herewith are supplied in confidence and shall be treated by the other party as confidential and shall not without the prior written consent of the party disclosing such information be divulged to any person other than those persons to whom it is necessary to supply such information to enable the services to be provided. The party who receives such information shall procure that any such persons to whom such information is divulged shall themselves observe the requirements of this clause. This clause shall be of effect notwithstanding the performance or termination of the Contract.

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11.2 Notwithstanding the content of the Contract and the fact that information that you provide to Target3D will be held in our systems, which are located on our premises or those of an appointed third party, we may also allow access to the information to other third parties who act for us for the purposes set out in the Contract or for other purposes approved by you. It is possible that your data may be processed outside of the European economic area.

12. GENERAL

12.1 No person who is not a party to the Contract (including without limitation any employee, officer, agent, representative, or sub-contractor of either the Client or Target3D) shall have any right to enforce any term of the Contract, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both parties, which agreement should refer to this clause.

12.2 Headings used in these terms of business are provided for ease of reference only and shall not affect the construction thereof.

12.3 Neither party shall be liable to the other for any breach of the Contract caused directly or indirectly by anything outside its reasonable control including (without limitation to the generality of the foregoing) war, hostilities, government action, breakdown, delay in transportation, any form of labour dispute, fire, flood or act of God.

12.4 In the event of any inconsistency between the quotation, proposal, tender, specification or other document and these terms of business, these terms of business shall prevail.

12.5 The invalidity or unenforceability for any reason of any clause of these terms of business or any part thereof shall not prejudice or affect the validity or enforceability of the remainder.



12.6 No forbearance delay or indulgence by either party in enforcing the provisions of these terms of business shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach.

12.7 All notices which are required to be given hereunder shall be in writing and sent (in the case of Target3D) to its registered office at 44 Leasowes Road, London E10 7BE marked for the attention of the Company Secretary and (in the case of the Client) to its registered office.

12.8 Target3D does not warrant the performance of any third party services, software or products purchased as part of or associated with the services and is not responsible for levels of performance, service levels, bugs, errors or omissions in any third party services software or products.

12.9 These terms of business, accompanying Target3D quotation, proposal or tender and Target3D order confirmation (issued in response to the Client's order) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.10 Target3D shall be entitled to publicise the existence of the Contract.

12.11 These terms of business shall be construed according to the law of England, and the parties submit to the non exclusive jurisdiction of the English courts.

Tob(Target3D) V1, 16 July 2017.