
TERMS AND CONDITIONS – CV REVIEWS

These terms and conditions are premised on the fact that:

- a) Consepssys Limited ("Consultant", "Contractor", "Consepssys") is in the business of providing consultancy services in the form of reviews of Curriculum Vitae or Résumés and advice for improvement thereof ("CV Reviews", "CV Review");
- b) Client entity ("Client") desires Consepssys Limited to render such services to Client in accordance with the provision of these terms and conditions.

In consideration of the premises set out above and the mutual covenants and agreements set out below Client agrees as follows:

1. PURPOSE

1.1. These Terms and Conditions shall be the basic document controlling all services rendered by Consultant to Client for the duration of this Contract, and which shall be specifically applicable to and shall control each rendition of services requested by Client and undertaken by Consultant, whether or not these terms and conditions are specifically referenced. To be effective, the relevant details of each such request and undertaking shall be set out in a separate document to be completed and issued by Client to Consultant in the form of a "Order Form - CV Review", which describes the services to be rendered, the work schedule and the rates of compensation.

1.2. The provisions of the text of the "Order Form - CV Review", where applicable, shall override the provisions agreed in this Contract or the provisions of any printed materials of Consultant which are attached to or incorporated by reference in such "Order Form - CV Review", to the extent of any conflict.

1.3. These terms and conditions include any "Order Form - CV Review" attached to and incorporated into this Contract for all purposes.

2. CONSULTANT'S SERVICES

2.1. At Client's request, Consultant shall provide personnel to render CV Review services as more particularly described in the "Order Form - CV Review".

2.2. In the review of Client's Curriculum Vitae or Résumé, Consultant's likely activities are:

- a) Comments and advice on communication strategy of Client's Curriculum Vitae or Résumé;
- b) Comments and advice on communication approach of Client's Curriculum Vitae or Résumé;
- c) Comments and advice on communication angle of Client's Curriculum Vitae or Résumé;
- d) Comments and advice on structure of Client's Curriculum Vitae or Résumé;
- e) Comments and advice on headings and sub-headings of Client's Curriculum Vitae or Résumé;
- f) Comments and advice on sequence of sections of Client's Curriculum Vitae or Résumé;
- g) Comments and advice on content of Client's Curriculum Vitae or Résumé;
- h) Comments and advice on wording of Client's Curriculum Vitae or Résumé;
- i) Comments and advice on formatting of Client's Curriculum Vitae or Résumé;
- j) Comments and advice on layout of Client's Curriculum Vitae or Résumé;
- k) Attachment of examples of Curriculum Vitae or Résumés.

2.3. The list of Consultant's likely activities in 2.2 above is indicative only and the actual work requested by Client may be more or less than that set out therein.

3. CLIENT'S OBLIGATIONS

3.1. For each work item committed to Consultant, Client shall issue a written "Order Form - CV Review", setting out the particular requirements relating to that work.

3.2. To the extent that Client is required by the law of any country where it operates to withhold compensation due to Consultant services to satisfy any obligation of Consultant for taxes due in such a country, Client shall give prior notice to Consultant of Client's intention to withhold and shall notify Consultant promptly of the amount to be withheld and Client agrees to pay on a timely basis the amounts so withheld over to the applicable taxing authority, on behalf of Consultant, and to provide Consultant with any tax receipts (originals, if possible) or other reliable evidence of payment issued by the taxing authority. Client shall gross-up the payments to Consultant such that Consultant will be in the same position as if the locally applied withholding tax had not been applied. In such circumstances, Consultant will issue Client invoices which will be grossed-up to include any locally applied withholding tax. Client agrees to pay on Consultant's behalf any such withholding taxes assessed.

3.3. Client shall pay Consultant for work or services performed under the "Order Form - CV Review"(s) attached to this contract in the amounts of fixed prices specified and/or at the rates set out in the "Order Form - CV Review".

3.4. Payments are to be made by debit card or credit card. Payment terms shall be governed by those specified on each "Order Form - CV Review". Unless it is otherwise specified by Consultant on the "Order Form - CV Review", payments shall be made in GBP.

3.5. Information provided by Client to Consultant shall be up-to-date at the time of establishment of a given "Order Form - CV Review".

3.6. In connection with the performance of this Contract and under the "Order Form - CV Review"(s) attached to this contract, Client shall provide Consultant with such information as is necessary for Consultant to execute the Services in a timely manner.

3.7. Client shall attach a copy of Client's CV(s) to the form "Order Form - CV Review". The CV(s) shall be submitted in PDF or native Word format and it shall be of good quality and legibility.

3.8. The response time advertised by Consultant for CV Review shall apply to working days only, working days being defined as Monday to Friday included. The response time advertised by Consultant for CV Review shall commence only from the time when the following conditions have been met: a legible CV has been received by Consultant and payment has been received by Consultant.

3.9. The performance of the CV Review service shall be initiated by Consultant only from the time when conditions listed in 3.8 above have been met.

3.9. In connection with the performance of this Contract and under the "Order Form - CV Review"(s) attached to this contract, Client shall, upon satisfactory completion of the Services, acknowledge receipt of all deliverables and shall thus accept satisfactory deliverables in writing by electronic mail. Client's failure to respond within 72 hours of the expedition by Consultant through electronic mail of CV Review deliverables shall be deemed as acknowledgement of receipt and formal acceptance of the CV Review deliverables.

4. INDEMNIFICATION

4.1. Client shall defend, indemnify and hold Consultant harmless from and against all claims, liabilities, damages and expenses (including reasonable attorney's fees), irrespective of insurance coverages, for the following, when arising out of or incidental to this Contract:

- i. all injuries to, death or illnesses of persons in Client, and
- ii. all damages to or losses to Client's property,

whether or not occasioned by or the result in whole or in part of the negligence or fault, whether sole, joint, active or passive, of Consultant;

- i. all injuries to, deaths or illnesses of third parties, and
- ii. all damages to or losses to third parties' property,

when caused by or resulting from the negligence or fault of Client, provided that in the event of joint or concurrent negligence or fault of Client and Consultant, Client's indemnification obligation hereunder shall be limited to its allocable share of such joint or concurrent negligence or fault;

it being the intention that the indemnities provided for in this Section 4 are to apply without regard to any conflicting rules of liability under applicable law or regulation and shall include indemnification for any and all claims in which recovery, indemnification or contribution is sought directly or indirectly by any person or entity against Consultant whether predicated on negligence, strict liability, statutory duty or contractual indemnity.

4.2. Client shall indemnify Consultant for any and all costs, expenses (including reasonable attorney's fees and other investigation and litigation expenses) and liabilities incurred by Consultant incident to Client's breach of any of its obligations under this Contract.

4.3. Client, as the case may be, shall promptly give to the other party notice in writing of any claim made or proceedings commenced for which Client claims to be entitled to indemnification under this Contract and shall confer with the other party concerning the defense of any such claim or proceedings, shall permit such other party to be represented by counsel in defense thereof and shall not effect settlement of or compromise any such claim or proceedings without the other party's prior written consent. If Client fails to notify the indemnitor promptly of a suit, claim or cause of action, the indemnitor is prejudiced by the delay in notice.

5. LIMITATION OF LIABILITY AND RELEASE

5.1. To the maximum extent permitted by applicable law, neither Consultant, its suppliers, partners, affiliates or third-party service providers shall be liable to Client or any third party for any direct, indirect, incidental, exemplary, punitive or consequential damages, or any other form of damages in any manner arising out of or in connection with this Agreement, including without limitation, inability to find suitable employment, inability to maintain one's employment, inability to obtain invitations for recruitment interviews, loss of profit or business interruption, howsoever same may be caused, regardless of the form of action or the basis of the claim or whether or not Consultant

has been advised of the possibility of such damages.

5.2. ConsepSys Limited accepts no responsibility and no liability for any claims value greater than that of the relevant "Order Form - CV Review".

5.3. The terms of this Section 5 shall survive the expiration or any termination of this Contract.

6. INTELLECTUAL PROPERTY

6.1. All electronic copies and physical print-outs of CV Reviews templates and their contents, relating to CV Reviews developed by and delivered by Consultant, whether fully or partially completed shall be the sole property of Consultant and the copyright for the same shall be vested in Consultant. All rights reserved, including all copyrights and all other intellectual property rights in the contents hereof.

6.2. All electronic copies and physical print-outs of CV Reviews templates and their contents, relating to CV Reviews developed by and delivered by Consultant, whether fully or partially completed are not to be copied, reproduced, printed, published, posted, displayed, incorporated, stored in or scanned into a retrieval system or database, transmitted, broadcast, bartered or sold, in whole or in part without the prior express written permission of the sole author, who is, Consultant. Unauthorised duplication is strictly prohibited and is an infringement of National and International Copyright laws.

6.3. The terms of this Section 6 shall survive the expiration or any termination of the Contract.

7. CONFIDENTIALITY

7.1. Client undertakes that both during the term of this Contract and after its termination, Client will:

- a) Preserve and cause Client personnel to preserve the secrecy of any confidential information and confidential record.
- b) Not disclose to any third party any confidential information or record except with Consultant's prior written consent.
- c) Not use any confidential information or record other than for the purpose for which it has been disclosed to Client.

7. Client shall ensure that if under the terms of this article any confidential information or record comes to the knowledge or in the possession of any third party such third party shall also be bound by the stipulations contained in this article.

7.3. Client shall ensure that Client personnel having access to Client confidential information is as limited as possible.

7.4. The terms of this Section 7 shall survive the expiration or any termination of the Contract.

8. COVENANT NOT TO COMPETE

8.1. In consideration of the provisions of this Agreement, Client shall not, for a period of five (5) years immediately following the issuance of a first "Order Form - CV Review":

- a) Compete with Consultant or its Successors or its Assigns. The term "not to compete" shall mean that the undersigned Client shall not directly or indirectly compete with Consultant by serving as an officer, owner, partner, director, agent, employee or consultant to any firm or entity substantially engaged in a business similar or competitive to the business of Consultant anywhere in the World.
- b) Directly or indirectly either on its own or through any agent, joint venture, subsidiary or independent contractor, at any time during the currency of this Agreement, own, manage, operate, participate in, consult with or work for any business which is engaged in the Business anywhere in the World.
- c) Either alone or in conjunction with any other person, partnership or business, directly or indirectly either on its own or through any agent, joint venture, subsidiary or independent contractor, at any time during the currency of this Agreement, call upon any of the customers of Consultant or its affiliates or successors.

8.2. The terms, conditions, and covenants hereof shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

9. DISCLOSURE OF COMMERCIAL RELATIONSHIP

9.1. If Client is a company, a business, an enterprise or a corporation, by signing this agreement, Client agrees to allow Consultant to disclose the existence of a commercial relationship between Client and Consultant, unless otherwise specified by Client in writing.

10. DURATION

10.1. This Agreement shall become effective as of the date of issuance of the "Order Form - CV Review" to Consultant and shall continue in effect thereafter unless either party terminates this Contract prior to the start of the CV Review. Neither party shall, by the termination of this Contract, be relieved of its respective obligations and liabilities arising from or incident to services already performed or services already undertaken under "Order Form - CV Review" entered into pursuant to this Contract. Upon the effective date of termination or expiration of this agreement, the parties shall have no further obligations to each other, other than those set forth in this article 10.1.

10.2. Particular services requested by Client and undertaken by Consultant under "Order Form - CV Review" entered into pursuant to this Contract shall commence on the date specified therein, shall continue for the period of time sufficient to render the requested services and shall conclude on completion of such services in accordance with the provisions of the relevant "Order Form - CV Review".

10.3. If a condition of "force majeure" is declared by Consultant, then Consultant may cancel the rendition of services pursuant to the affected "Order Form - CV Review" (but not necessarily terminate this Contract) by written notice as defined in this Agreement.

10.4. Any such cancellation shall conclude all obligations pursuant to the applicable "Order Form - CV Review" other than those obligations accruing prior to the date of such cancellation.

11. CONFLICT OF INTERESTS AND ETHICS

11.1. Client undertakes not to engage in activities with third parties which may give rise to, or may be deemed to give rise to, a conflict between the interests of such third parties and the interests of Consultant.

12. SURVIVAL OF TERMS

12.1. Any provision of this Agreement which by its nature must survive the termination of this Agreement in order to give effect to its meaning shall survive such termination, including but not limited to the ownership, intellectual property rights and licensing provisions set forth in this Agreement.

13. FORCE MAJEURE

13.1. Consultant shall not be liable to Client for failure to perform any of its obligations under this Contract and/or any "Order Form - CV Review" entered into pursuant thereto, when performance is hindered or prevented due to force majeure. For the purposes of this Contract, "force majeure" shall mean causes which are unpredictable, irresistible, and beyond the reasonable control of Consultant which could not have been avoided or prevented by reasonable foresight, planning and implementation. Such causes shall include acts of God, war (declared or undeclared), insurrections, hostilities, strikes (other than strikes by such party's employees, which strikes shall be deemed not to be a force majeure event), lockouts (other than lockouts by such party of its employees which lockouts shall be deemed not to be a force majeure event), riots, fire, storm, and interference or hindrance of governmental authority.

14. GOVERNING LAW AND SUBMISSION TO JURISDICTION

14.1. This Contract shall be governed by and construed in all respects in accordance with English law. Client and Consultant agree to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to this Contract.

15. SEVERABILITY

15.1. If any portion of this Contract is held to be invalid or unenforceable for any reason by a court or governmental authority of competent jurisdiction, then such portion will be deemed to be stricken and the remainder of this Contract shall continue in full force and effect.

16. WAIVER OF CONTRACTUAL RIGHT

16.1. The failure of Consultant to enforce any provision of this Agreement shall not be construed as a waiver or limitation of Consultant's right to subsequently enforce and compel strict compliance with every provision of this Agreement.