

CONDITIONS OF SUPPLY

1. INTERPRETATION

In these Conditions:

'BUYER'	means the party who accepts a quotation of Infospectrum for the supply of Reports and/or Services or whose order for Reports and/or Services is accepted by Infospectrum.
'BUYER'S CONTENT'	means, in relation to each Buyer, any information, notes, comments, analysis or other content within the Buyer's dedicated section of the ICMS which is not part of any Report or not otherwise supplied by Infospectrum as part of the Services.
'CLIENT'	means a client of the Buyer and/or relevant underwriters or any other person in each case being persons that Infospectrum has agreed with the Buyer in writing may be supplied with Services by the Buyer.
'CONDITIONS'	means the standard terms and conditions of supply set out in this document as the same may be updated by Infospectrum from time to time.
'CONTRACT'	means the contract for the supply of Reports and/or Services incorporating these Conditions together with (unless the context otherwise requires) any special or specific terms and conditions agreed in writing between the Buyer (or Client) and Infospectrum (for example in a Service Agreement) and shall also include any additional restrictions or conditions on the supply of any Services or use of any Reports (including as to territories of supply or access by group companies to Reports) stipulated by Infospectrum in writing prior to or at the time of the placing of any order. In the event of any conflict or inconsistency between these Conditions and any other terms and conditions relating to the Contract, these Conditions shall prevail.
'ICMS'	means Infospectrum's Counterparty and Credit Management System referred to in clause 5 being an on-line facility through the Infospectrum.net Website to allow the Buyer to create a private database including a facility for the Buyer to store Reports and to allow the Buyer to record other information about its counterparties.
'INFOSPECTRUM'	means Infospectrum Limited.
'INTELLECTUAL PROPERTY RIGHTS'	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral 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 for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world which relate to the Reports, the ICMS or any Services.

'REPORTS' means the reports, deliverables, other materials, information in any form whatsoever including electronic data and/or any other goods, whether delivered verbally or in writing or supplied through access to Infospectrum's electronic systems via the Infospectrum.net Website or otherwise, which Infospectrum supplies to the Buyer in accordance with these Conditions and the Contract and shall include any copies or extracts or parts thereof.

'SERVICES' means the provision of access to and use of the ICMS and/or any other services provided by Infospectrum to the Buyer in accordance with the Contract, and shall where the context so admits include the provision of any Reports.

Whenever the words "include", "includes" or "including" are used they shall be deemed to be followed by the words "without limitation".

2. BASIS OF THE SUPPLY

- 2.1 Infospectrum shall use reasonable endeavours to provide Reports and the Services in accordance with any written (including online or email) or oral order of the Buyer which is accepted by Infospectrum in writing (including by email) or by Infospectrum performing the Contract at which point a binding Contract shall be formed subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions proposed or insisted on by or on behalf of the Buyer subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.
- 2.2 To the fullest extent permitted by law, these Conditions shall prevail over any inconsistent terms or conditions contained, or referred to, in the Buyer's purchase order, confirmation of order, acceptance of a quotation or specification, or implied by law, trade custom, practice or course of dealing, and all implied terms, conditions and warranties (including without limitation any obligations on Infospectrum under the Electronic Commerce (EC Directive) Regulations 2002 to the extent they can be excluded where the Buyer is not a consumer) are hereby excluded to the fullest extent permitted by law.
- 2.3 No variation of these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and Infospectrum. Infospectrum may update and amend these Conditions from time to time and such updated Conditions shall apply to the provision of any Reports and/or Services on or after the date on which they are published on the Infospectrum.net Website in substitution for any previous version of these Conditions.
- 2.4 Access to and use of the Infospectrum.net Website, the ICMS and Infospectrum's electronic systems and Infospectrum's treatment of any personal data are also governed by Infospectrum's website terms and conditions and privacy policy. In the event of any conflict or inconsistency between these Conditions and those other documents, these Conditions shall prevail.

- 2.5 By being given or allowed access to any Report by Infospectrum or the Buyer the Client agrees to be bound by these Conditions insofar as they apply to such Reports as if it were named as the Buyer. Any breach of these Conditions by a Client shall also be a breach on the part of the Buyer for which the Buyer shall have full responsibility to Infospectrum.

3. ORDERS AND SPECIFICATIONS

- 3.1 The Buyer shall be responsible to Infospectrum for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving Infospectrum any necessary information relating to the Reports within a sufficient time to enable Infospectrum to perform the Contract in accordance with its terms.
- 3.2 No order which has been accepted by Infospectrum may be cancelled by the Buyer except with the agreement in writing of Infospectrum.
- 3.3 Infospectrum reserves the right at any time without notice to withdraw any Report in whole or in part from its range of reports or to restrict access thereto or to alter the design specification or nature thereof and shall not be liable to any Buyer for any loss or damage sustained by any Buyer resulting from such withdrawal or alteration.
- 3.4 Infospectrum makes no representation warranty or undertaking that any of the Reports or the Services will be suitable for the Buyer's purposes or (Infospectrum having endeavoured to do so) possible to provide or deliver in any particular circumstance. If for any reason Infospectrum cannot supply any Reports or Services as required by the Contract Infospectrum's liability shall be limited to the refund to the Buyer of any sums paid to Infospectrum by the Buyer for those Reports and /or Services.

4. USE OF THE REPORTS

- 4.1 The Buyer acknowledges that (as between the parties) all Intellectual Property Rights (including for the avoidance of doubt database rights) in the Reports and the ICMS are owned and/or controlled by Infospectrum and the Buyer shall do nothing that harms, or may harm, Infospectrum's rights and title thereto. The Buyer shall not remove, obliterate or delete any copyright or other proprietary rights notices or disclaimers included in or on the Reports. Nothing in the Contract or in the supply of the Reports or the Services shall operate to transfer or assign any such Intellectual Property Rights to the Buyer or to grant any exclusive rights in the Reports or the ICMS to the Buyer (but excluding its Buyer's Content).
- 4.2 Infospectrum may provide the Buyer with a user identification code, password or any other piece of information as part of Infospectrum's security procedures. The Buyer agrees to treat such information as confidential, and will not disclose it to any third party. Infospectrum reserves the right to disable any user identification code or password at any time if in its opinion the Buyer may have failed to comply with any of the provisions of these Conditions.
- 4.3 The Buyer acknowledges and agrees that the Reports are non-exclusively licensed to the Buyer for the benefit of the Buyer only, for use only for the Buyer's (and where relevant a Client's) internal business purposes. The Buyer further acknowledges and agrees on behalf of itself and any relevant Client that the Reports are provided on the basis that

although they are created in good faith and with Infospectrum using reasonable endeavours to provide a reasonably accurate Report as of the date of its creation, the accuracy or quality of any Report cannot be guaranteed and any Report is not a substitute for the Buyer's own due diligence and the Report is only one of a number of ways to assess the subject of the research and should not be the only one relied on. Reports are not intended to amount to advice on which reliance should be placed in deciding whether or not to pursue a particular course of action.

- 4.4 The Buyer acknowledges and agrees that any Reports provided to the Buyer may not be resold, made available, communicated, transmitted or disclosed by the Buyer, or used to provide services, to any third party (other than a Client) without the prior written consent of Infospectrum. Unless otherwise agreed with Infospectrum in writing copies of the Reports may not be made (whether photocopies, print outs or electronic copies in any format) except that the Buyer and any relevant Client is entitled to possess and/or make copies of any Report for its internal use as described above provided always that the number of copies is limited to that which is reasonably required in the context of the Buyer's business. In the event that Infospectrum does grant consent to the Buyer to permit the Buyer to disclose the Report to a third party (other than a Client) the Buyer agrees and accepts that such third party shall not be entitled to rely in any way on the content of any Report disclosed to it, that (subject to clause 12.3) the identity of Infospectrum as the source of the information is not to be disclosed, and the Buyer hereby indemnifies and shall keep Infospectrum fully and effectively indemnified against any and all costs, claims, damages and expenses of whatever nature suffered or incurred by Infospectrum as a result of any such reliance by such third party. Where the Buyer wishes to disclose and/or supply the Reports to a Client the Buyer shall first ensure in consultation with Infospectrum that the Client has agreed to these Conditions and is bound by them.

5. ICMS

- 5.1 Where the Contract includes the provision of the ICMS Infospectrum shall use reasonable endeavours to provide the Buyer with the ICMS in accordance with Infospectrum's specification, protocols and policies applicable to the ICMS from time to time.
- 5.2 The Buyer acknowledges and agrees that because of the nature of the Internet such use is at their sole risk and that Infospectrum shall not be liable for any interruption to or failure to provide the ICMS or loss of Buyer's Content or unauthorised access of any third party to the ICMS or any Buyer's Content. Infospectrum licenses the Intellectual Property Rights in the Reports and the ICMS to the Buyer on a non-exclusive basis to such extent as is necessary to enable the Buyer to make reasonable use of the ICMS together with Reports and its Buyer's Content contained therein in accordance with and subject to any restrictions contained in these Conditions.
- 5.3 The Buyer is solely responsible for all its Buyer's Content and shall use the ICMS only in a manner which is consistent with the Contract and which complies with all applicable laws, legislation and regulations. The Buyer shall not (and shall not permit any of its representatives to provide or upload to the ICMS any Buyer's Content which is unlawful, defamatory, harmful, threatening, abusive, harassing, vulgar, obscene, pornographic, sexually, racially, ethnically or otherwise objectionable, or in breach of confidence, or which infringes the proprietary or other rights of any third party, or which interferes with or disrupts, or is likely to interfere with or disrupt, the ICMS or the Infospectrum.net Website or any other part of Infospectrum's electronic systems.

- 5.4 For the avoidance of doubt the Intellectual Property Rights in the Buyer's Content shall remain (as between the parties) with the Buyer and the Buyer's Content is hereby licensed by the Buyer to Infospectrum to the extent necessary for Infospectrum to provide the ICMS to the Buyer. The Buyer represents, warrants and undertakes that it has the right to provide and maintain its Buyer's Content to the ICMS for the purposes contemplated by the Contract. It is agreed and acknowledged that the Buyer (not Infospectrum) is the data controller for any personal data contained in its Buyer's Content. Infospectrum shall have no responsibility for or obligation in relation to any Buyer's Content.
- 5.5 Infospectrum shall use reasonable endeavours to restrict access to the Buyer's Content through the ICMS to persons authorised by the Buyer. Infospectrum shall have no right or ability to access the Buyer's Content or any right to use it except that Infospectrum (in its discretion) shall be entitled to access any Buyer's Content itself and/or provide access to any Buyer's Content to any legitimate law enforcement authority, in any such case for the purposes of investigation of alleged illegal activities or enforcement of any legal obligations.

6. PRICE OF THE REPORTS

- 6.1 The price of the Services and any Reports shall be Infospectrum's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Infospectrum's published price list current at the date of acceptance of the order and include (where applicable) the cost of delivery. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by Infospectrum without giving notice to the Buyer.
- 6.2 The price is exclusive of any applicable value added tax or similar sales tax and any bank charges that are payable, which the Buyer shall be additionally liable to pay to Infospectrum.
- 6.3 If for any reason the Buyer is obliged by applicable law to make any deduction or withholding from any amount payable to Infospectrum, whether for value added, sales or deemed income tax or otherwise, Infospectrum shall be entitled to increase the price of Reports, if necessary by raising supplementary invoices, to account for such deduction or withholding so that the gross amount invoiced for the Reports is equal to the price calculated in accordance with the Contract plus the amount to be deducted or withheld, and so that the amount received by Infospectrum after deduction or withholding is equal to the price calculated in accordance with the Contract.

7. TERMS OF PAYMENT

- 7.1 Subject to any special terms agreed in writing between the Buyer and Infospectrum, Infospectrum shall be entitled to invoice the Buyer for the price of the Services and any Reports on delivery or at any other time as specified in the Contract. Infospectrum is also entitled to request and to take payment by credit, charge or debit card, funds transfer or other payment mechanism prior to, and as a condition of, the delivery of any Services or Reports to the Buyer.
- 7.2 The Buyer shall pay the price of the Services and the Reports within 30 days of the date of Infospectrum's invoice, or as otherwise provided under clause 7.1. Time for payment shall be of the essence.

- 7.3 Infospectrum may agree to invoice the Client direct for any amounts due, in which case the Buyer shall remain liable for prompt payment until such amounts are settled in full.
- 7.4 If the Buyer fails to make any payment on the due date or the date requested under clause 7.1 then, without prejudice to any other right or remedy available to Infospectrum, Infospectrum shall be entitled to:
- 7.4.1 cancel the Contract or suspend any further deliveries or access on a credit basis or at all to the Buyer;
 - 7.4.2 appropriate any payment made by the Buyer to such of the Services or Reports (or the reports supplied under any other contract between the Buyer and Infospectrum) as Infospectrum may think fit (notwithstanding any purported appropriation by the Buyer);
 - 7.4.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 5% per cent per annum above Barclays Bank Plc, Base rate from time to time, monthly until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest) and to recover all and any costs incurred by it (including costs fees and disbursements of any outside agency) in collecting any monies due;
 - 7.4.4 to recover the price of any Services and Reports from the Buyer by action, even though property in the Reports has not yet passed to the Buyer in accordance with the provisions of clause 9 below; and/or
 - 7.4.5 to treat all other sums owing or incurred by the Buyer to Infospectrum but not already due for payment as due and immediately payable in full;
- 7.5 Payment may be made by Visa, Mastercard, Amex, cheque or banker's draft drawn on a London clearing bank or by way of telegraphic transfer to:

Barclays Bank, PO Box 1, Bridge Street, Banbury, OX16 8PS, UK;

Sterling A/C 30012068; Sort Code 20-03-84;

US\$ A/C 83214222

8. DELIVERY

- 8.1 Delivery of the Reports shall be made in accordance with the method agreed between the parties or in default of agreement as Infospectrum shall determine.
- 8.2 Any dates quoted for delivery of any Reports are approximate only and Infospectrum shall not be liable for any delay in delivery of the Reports howsoever caused. Time of supply shall not be of the essence.
- 8.3 Infospectrum does not guarantee that access to the ICMS or any of its electronic systems will be available at all times.

9. RISK AND PROPERTY

- 9.1 Notwithstanding delivery and the passing of risk in the Reports, or any other provision of these Conditions, and to the extent applicable, the physical property in the Reports shall not pass to the Buyer until Infospectrum has received in cash or cleared funds payment in full of the price of the Reports and all other Reports agreed to be sold by Infospectrum to the Buyer for which payment is then due.

10. WARRANTIES AND LIABILITY

- 10.1 Subject to clause 10.5, Infospectrum shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, or under any theory or doctrine of liability for (i) any special, indirect, consequential or economic loss or damage, or (ii) for loss of profit, loss of goodwill, loss of revenue, loss of business, loss of opportunity, loss of reputation, or loss of data (whether such losses are direct or indirect) (and whether caused by the negligence of Infospectrum, its employees or agents or otherwise) which arise out of or in connection with the performance or contemplated performance of the Contract.
- 10.2 Infospectrum's total aggregate liability to the Buyer, any Client or any other person in connection with or arising out of the provision of the Services or the Reports in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance or non-performance of the Contract shall not exceed £10,000 or the Contract price for any Report in respect of which the liability has arisen delivered and actually paid to Infospectrum, whichever is the greater, subject always to clause 10.5.
- 10.3 Infospectrum shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Infospectrum's obligations in relation to the Services or any Reports, if the delay or failure was due to any cause beyond Infospectrum's reasonable control.
- 10.4 Whilst Infospectrum will use its reasonable commercial endeavours to ensure that Reports are free from errors and omissions no warranty, representation or undertaking is given in respect of the same. Infospectrum disclaims all liability and responsibility arising from any reliance placed on such Reports or by anyone who may be informed of any of their content.
- 10.5 Infospectrum does not exclude or limit its liability for death or personal injury caused by its negligence, for its wilful default or in respect of fraud.
- 10.6 All warranties, terms, conditions or other provisions which may be implied by law into these Conditions are hereby excluded to the fullest extent permitted by law.

11. INDEMNITIES

- 11.1 The Buyer shall indemnify Infospectrum against all claims, liabilities, costs, expenses, damages or losses (including any consequential losses, loss of profit, loss of goodwill, loss of revenue, loss of business, loss of opportunity, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) arising out of or in connection with the Buyer's negligence, default or failure by the Buyer or any Client or any representative of any of them to observe and perform the provisions of the Contract, or (save to the extent the liability is caused by Infospectrum's breach of these Conditions) arising out of (i) the use of the Reports by the Buyer or by a Client or by third parties to whom the Buyer may have disclosed the Reports and (ii) any of its Buyer's Content.
- 11.2 The Buyer shall indemnify Infospectrum against all claims, liabilities, costs, expenses, damages or losses (including any consequential losses, loss of profit, loss of goodwill, loss of revenue, loss of business, loss of opportunity, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) incurred by Infospectrum, or for which Infospectrum may become liable, with respect to any intellectual property infringement claim or other claim or liability relating to the Buyer's Content.

12. BUYER'S USE OF THE INFORMATION

- 12.1 The information contained in any Report is confidential and (subject to clause 4.4 and 2.5 above) the Buyer undertakes that the Reports will not be transmitted or otherwise revealed by the Buyer to any third party (other than a Client) and the Buyer acknowledges that (as between the parties) the Intellectual Property Rights in the Reports belong to Infospectrum. Where, as permitted by clause 4.4, a Report is disclosed to a third party (other than a Client) then the Buyer shall ensure the third party keeps the Report confidential and does not resell or supply to third parties or otherwise misuse the Reports or information contained in them.
- 12.2 The Buyer will not knowingly ask for Reports on behalf of others except in the case of Clients.
- 12.3 The Buyer will not reveal Infospectrum as the source of the information contained in any Report to any third party (other than a Client) except where Infospectrum expressly agrees to this in writing.

13. GENERAL

13.1 Termination

- 13.1.1 Notwithstanding anything else contained in these Conditions or in the Contract and subject to the remainder of this clause 13, the Contract may be terminated by Infospectrum on 30 days written notice to the Buyer (save only where the parties have agreed in writing that the Contract shall be for a specific fixed term (e.g. 12 months) in which case the Contract shall continue for the fixed term, subject to earlier termination as provided in this clause 13). Any termination of the Contract howsoever occasioned shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force or any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

13.1.2 Infospectrum may also terminate the Contract immediately on giving notice to the other if:

- (a) the Buyer 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 10 days of being notified in writing of the breach or within any alternative period specified in such notice; or
- (b) an order is made or a resolution is passed for the winding up of the Buyer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Buyer; or
- (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the Buyer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Buyer, or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- (d) a receiver is appointed of any of the Buyer's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Buyer, or if any other person takes possession of or sells the Buyer's assets; or
- (e) the Buyer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- (f) the Buyer ceases, or threatens to cease, to trade; or
- (g) the Buyer takes or suffers any similar or analogous action in any jurisdiction in consequence of debt

13.1.3 On termination of the Contract for any reason the Buyer shall immediately pay to Infospectrum all of Infospectrum's outstanding unpaid invoices and interest and, in respect of Reports supplied or any relevant periodic payments for which no invoice has been submitted, Infospectrum may submit an invoice, which shall be payable immediately on receipt.

13.1.4 On termination of the Contract under clause 13.1.2 or upon any other termination or expiry of the Contract all rights for the Buyer to use the Reports and the ICMS shall cease immediately and the Buyer will at Infospectrum's request destroy, delete and/or deliver up to Infospectrum all copies of the Reports in the Buyer's possession custody or control (including any copies that Infospectrum may pursuant to clause 4.4 have permitted the Buyer to pass to third parties) provided that this shall not apply to any copies of the Reports which are held in the Buyer's data backup files and not generally accessible; the Buyer shall further be entitled to retain a reasonable number of reports and to have access to the ICMS following termination for bona fide audit or regulatory compliance purposes as notified to Infospectrum.

13.2 Waivers

Unless otherwise expressly agreed by the parties in writing, no failure to exercise nor any delay in exercising on the part of the parties hereto any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any right or remedies provided by law.

13.3 Notices

13.3.1 Each communication to be made hereunder shall be in writing in English but, unless otherwise stated, may be made by email, telefax or letter.

13.3.2 Any communications or document (unless made by telefax) to be made or delivered by one party to another pursuant to the Contract shall (unless that other party has, by 15 days' written notice to the other party specified another address or telex number) made or delivered to that other party at the address or email address given in the Contract.

13.3.3 A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of telefax or email, at the time of transmission provided a confirmatory copy is sent by first-class pre-paid post or by personal delivery before the end of the next business day, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this clause 13.3 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

13.4 Assignment and Transfers

Infospectrum may at any time and at its own costs assign or transfer all or any of its rights, benefits and obligations hereunder. The Buyer shall not, without the prior written consent of Infospectrum, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

13.5 Severance

If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

13.6 No Partnership or Agency

Nothing in the Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

13.7 Third Party Rights

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

13.8 Governing Law

These Conditions and any Contract made subject to the same shall be governed by and construed in all respects in accordance with English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.