

**General Terms and Conditions
of Subscription in the Community Portal**

Applicable as of May 1, 2008

This Contract is entered into between you and Connected Sources Limited, a company incorporated in the United Kingdom (Reg. No 06477750) and having its registered office located at 25 Saville Row, London W1S 2ES (“CS”).

Please read these General Terms and Conditions carefully to be sure that you understand them. By clicking on the checkbox in the payment step of the Subscription process, you agree that your use of CS's online Services will be governed by and subject to these General Terms and Conditions. Once you have completed our online Subscription and payment procedure, we will notify you via email if your registration is complete and if you have been accepted as a Subscriber. On receipt of such email, you will have entered into the Contract with us for the provision of the Service.

These General Terms and Conditions govern the terms and conditions on which CS agrees to grant to you non-exclusive rights of access to and use of the Service.

1. Definitions and Interpretation

In these General Terms and Conditions:

Application: shall mean the software used online and in the SAAS (Software As A Service) mode as part of the Service;

Contract: shall comprise the Subscription Form and the General Terms and Conditions. To the extent that the General Terms and Conditions contain conflicting provisions to the Subscription Form, the Subscription Form shall prevail;

Customer: shall mean a person, body, body corporate or other legal or natural entity that has been given customer level access to the Service in accordance with the Contract;

Customer Profile: shall mean your profile (where you are a Customer) maintained and updated by you online;

General Terms and Conditions: shall mean these General Terms and Conditions of Subscription that the Subscriber has accepted in completing the Subscription Form and in clicking on the checkbox “I accept the General Terms and Conditions defined in the file below”;

Illegal Data: shall mean any illegal or unlawful data or information, including without limitation, information containing representations of violence, pornography, racial discrimination, provocation of violence, incitement to commit reprehensible acts, as well as information infringing a third party’s intellectual property rights or right to privacy;

Initiative: shall mean the body, association, or other legal or natural entity that is connected to the Portal in relation to the requirements addressed by the Questionnaires and has been given initiative level access to the Public Directory and Subscriber Profiles;

Portal: shall mean the applicable website permitting you access to the Service;

Public Directory: shall mean a directory containing all Supplier Profiles;

Questionnaire: shall mean the questionnaire created and put online on the Portal in accordance with the requirements of the Initiative, which is to be completed by the Subscribers who are Suppliers as part of the Service;

Quickstart: shall mean the online manuals and/or guides put at the disposal of the Subscriber and containing basic procedures or instructions to facilitate the Subscriber’s use of the Service;

Scope of Services: shall be as noted in the Subscriber Profile and displayed under the heading “Fees” on the Portal during the subscription process;

Service: shall mean access, by means of the Portal, the right to use the Application, its hosting, and its technical support in accordance with the terms defined in the Contract;

Service Availability Date: shall mean the online subscription date, set forth in the Subscription Form, for the Services;

Subscription Fee: shall mean the annual payment for the Service, the details of which are available on the Portal during the subscription process under the heading “Fees”;

Subscriber: shall mean you as a Customer or a Supplier (whichever applicable as the context permits) (including all authorized agents, employees or officers entitled to use the Portal on your behalf) who has subscribed to use the Service;

Subscription Form: shall mean the Subscription form available online on the Portal which is to be completed by the Subscriber in order to subscribe to the Service;

Subscriber Profile: shall mean the Customer Profiles and the Supplier Profiles;

Supplier: shall mean a person, body, body corporate or other legal or natural entity that has been given supplier level access to the Service in accordance with the Contract;

Supplier Data: shall mean all data, information and/or documents provided or communicated by Suppliers (as Subscribers) (including all Users) using the Application in response to a Questionnaire, including without limitation any such Data present in the processed results of such Questionnaire;

Supplier Profile: shall mean your profile (where you are a Supplier) maintained and updated by you online; and

User: shall mean any agent, employee or officer authorized on behalf of you as Subscriber to gain access to and use the Service in accordance with the Contract.

In these General Terms and Conditions “we” and “CS” means Connected Services Limited and “us”, “our” or “ours” shall be construed accordingly.

Any reference in these General Terms and Conditions to “you” means you the natural or legal entity who is entering into the Contract as a Subscriber (including all Users) and “your” or “yours” shall be construed accordingly.

2. Subscription and Payment

To join the Service, you will complete the online Subscription Form and accept these General Terms and Conditions.

Once you have been accepted as Subscriber, CS shall proceed with activation of the Service and transmit to you a confirmatory email (including an invoice reconfirming the Service(s) ordered) and you will be required to pay the Subscription Fee.

Customer Obligations

At the point of becoming a Subscriber, you shall complete the Customer Profile and shall thereby give your consent that such profile shall be viewable, with the exception of your password, by the Initiative.

You agree and undertake to keep your Customer Profile up-to-date and accurate during the course of your Subscription.

Payment of your Subscription Fee shall be made by direct interbank wire transfer or by other methods made available by CS (which will be described on your confirmatory email/ invoice). You must pay the Subscription Fee within thirty (30) days of the Service Availability Date or the invoice date (whichever is earliest).

Supplier Obligations

At the point of becoming a Subscriber, you shall complete the Supplier Profile and shall thereby give your consent that such profile shall be added to the Public Directory and shall be viewable, with the exception of your password, by:

- (a) those Customer(s) selected by you during your Subscription process and/or during the completion of a Questionnaire; and
- (b) the Initiative;

whether or not such entity is outside the European Economic Area.

You agree and undertake to keep your Supplier Profile up-to-date and accurate during the course of your Subscription.

Payment of your Subscription Fee shall be paid immediately upon your Subscription using the Paypal online payment system.

Payment

It is your responsibility to verify that the net amount due is consistent with the rates of CS. If applicable, CS may in any event demand payment of the difference in price between the rate indicated and the amount deposited by you.

Non / Late Payment

In the event of non-payment and/or late payment and/or of a declined automatic payment order, CS shall be entitled to suspend the Service and deny access to the Service by the Subscriber and/or terminate in accordance with the provisions of section 6.

In the event of a late payment, all amounts payable by the Subscriber, including term payments, shall be automatically and immediately due and shall bear interest from the date the unpaid amount is due at 2% above the current base bank rate of HSBC Bank Plc at the relevant time.

3. Terms of the Service

By becoming a Subscriber and starting an online account, you have:

- the right to connect your data processing equipment to the CS server center that hosts the Service, Applications and database systems owned by CS and made available and used remotely through internet technologies, possibly by modem. Subscription does not include subscription to an internet service, which you must subscribe to independently;
- the right to non-exclusive use of all Applications available from the Service; and
- hosting rights consisting of a lease of hard disk space on machines at the CS server center.

Connection

The CS server center shall establish an internet network connection allowing you to directly use and query the Service. Your connection to the Service is authorized solely on the condition that you use the personal identifiers set out in your Subscriber Profile. CS reserves the right during the performance of this agreement to change your personal identifiers for technical reasons, subject to providing you with three (3) business days' prior notice, or without notice for security or emergency purposes.

Availability/Maintenance/ Interruption

The Service shall be available 24 hours a day, 7 days a week, except during maintenance and in the event of an act of *force majeure* (in accordance with section 10 below).

CS shall be entitled to interrupt your access to the Service for maintenance or upgrades, without liability. You will be given twenty-four (24) hours' prior

notice of any anticipated service interruption which is planned to last for more than one hour.

CS shall exercise no control over Supplier Data or Subscriber Profile information transmitted through the Service from or to a Subscriber. However, CS reserves the right to immediately terminate your access to the Service, without liability or compensation and without prejudice to any amounts due under the Contract, if CS discovers acts of piracy, counterfeiting, or illegal (illicit) use of the Service attributable in whole or part to you or if it is so ordered by a competent authority. CS may subsequently advise other Subscribers and the Initiative of the acts discovered.

CS shall undertake that we will use reasonable commercial endeavours to ensure that the Application will be free from computer viruses, worms, Trojan horses, bugs and other malicious code but do not warrant that the Application will be error free. Except as otherwise set at expressly in the Contract we make no warranty, express or implied, including without limitation any warranty of merchantability, quality or fitness for purpose.

Location of Servers

In order to ensure the quality of the Service or otherwise, CS may install its servers in the geographic location of its choice.

4. Subscriber's Obligations

Technical Configuration

The exchange of and collaborative work on electronic documents is accomplished by means of a system comprised of data processing hardware, associated software and private or public telecommunications networks. You shall be responsible for verifying the proper functioning of your data processing system in general and of your system's technical capability to carry out electronic exchanges.

You hereby acknowledge to having consulted the technical pre-requisites established by CS, which are set out online on the Portal, prior to joining the Service and hereby undertake to comply with such requirements and specification therein during the entirety of the term of the Contract.

Insurance

You are required to have in place suitable and appropriate insurance to cover the risks associated with operation of your data processing hardware and software (including without limitation all data processing risks) and by entering into the Contract hereby warrant you have the same in place.

Use of the Service

You undertake to utilize the Service in strict conformance with the terms and conditions of the Contract, the Quickstart recommendations and instructions and any complementary instructions that CS may have provided to you.

You are solely responsible for your use of the Service, and undertake to respect and comply with all applicable national and foreign laws and regulations relating to use of the Service.

You shall only be authorized to utilize the Service for your internal professional requirements and must not:

- (i) send to any other Subscriber spam, unsolicited messages or any other message in violation of any applicable law;
- (ii) send, display, maintain or transmit illegal, obscene, menacing, defamatory or otherwise Illegal Data;
- (iii) send, display, maintain or transmit data containing any virus, computer worm, Trojan horse or other damaging device, data file, script, agent or program;
- (iv) interfere with or disrupt the integrity or functioning of the Service or the data contained therein; or

- (v) try to obtain unauthorized access to the Service, Supplier Data, Subscriber Profiles or any related systems or networks.

Supplier Data

You, as Supplier, warrant that all of the information that you enter on the Portal as part of the Supplier Data is accurate and complete.

You, as Supplier, are solely responsible for the content of the Supplier Data transmitted to and put online on the Portal within the framework of the Service. CS shall under no circumstance be liable for the content, accuracy or completeness of Supplier Data submitted by you within the framework of the Service.

You, as Supplier, must use best endeavours to ensure that the Supplier Data is in compliance with all applicable laws and regulations relating to the direct or indirect treatment of data by computer systems.

You, as Subscriber, agree not to transmit Supplier Data obtained or transmitted by means of the Service to unauthorized third parties, including whether or not it is free of charge.

CS reserves the right to retain, remove and/or destroy Supplier Data, without prior notice, in the event of breach of the Contract including, in particular, for default in payment.

You, as Supplier, insofar as you hold a property right in the Supplier Data, grant a right of usage of such Supplier Data to the benefit of those users as required and in accordance with the Contract.

By accepting these General Terms and Conditions, you, as Supplier, agree and hereby give your consent that all Supplier Data shall be available, within the framework of the Service, to:

- (a) those Customer(s) selected by you during your Subscription and/or during the completion of a Questionnaire Initiative and Customer(s); and
- (b) the Initiative;

whether or not such entity is outside the European Economic Area.

In the event of termination, your right of access to the Supplier Data or the right of utilization of same within the framework of the Service shall immediately cease, and CS shall not be required to archive or transmit any Supplier Data for you whatsoever.

You agree to comply fully in all respects with the Data Protection Act 1998 and all associated or related legislation in any applicable jurisdiction.

5. Intellectual Property

Rights granted to the Subscriber

In consideration of the payment of the corresponding Subscription Fee, CS grants to you, for the term of the Contract a world-wide non-transferable non-exclusive right to access and utilize the Application solely with respect to the Service, according to the terms and conditions provided in the Contract and Quickstart.

You exclusively are authorized to use the Application on the CS server, through your connection to the internet network, all within the limitations of the Scope of Services.

You are, in particular, not authorized to:

- (i) use the Application other than with respect to the Service, for purposes other than those expressly set out in the Contract;
- (ii) permit a third party to use the Application except as provided in the Contract;

- (iii) reproduce, download, or copy the Application, or delete the Application from the CS server, or attempt or to permit a third party to carry out such acts;
- (iv) modify, translate, reverse engineer, reconfigure, disassemble or recreate the Application, even partially, or attempt or permit a third party to carry out any such act;
- (v) modify, alter or delete notices of the copyright, trademark, or any other intellectual property right appearing in or on the Application or prevent their identification;
- (vi) sell, lease, sublicense, dispose of, or otherwise transfer, and/or share all or a part of your rights relating to the Application, by any means whatsoever.

The Application may contain one or several libraries, data files, or other components belonging to a third party, to which CS grants you a right of utilization based upon the rights granted to it by the relevant third party owner.

Intellectual Property Rights of CS

The Application is an original work protected by national and international law and is the exclusive property of CS and/or of its licensors.

The Contract shall not be construed as leading to the suspension or transfer of any intellectual property right in the Application belonging to CS and/or its licensors.

You shall not harm, in a direct or indirect manner, the legitimate rights and interests of CS in relating to the Application or otherwise.

You undertake to maintain intact any copyright or other intellectual property rights notices relating to the Service and to respect the distinctive marks belonging to CS, such as names, marks, acronyms, logos, symbols, slogans, colours, graphics and the like.

INDEMNITIES

CS shall indemnify you against all liabilities, costs, expenses, damages and losses suffered or incurred by you arising out of or in connection with any valid and successful claim made against you by a third party for infringement of its intellectual property rights arising out of or in connection with your use of the Application or Service provided that: if any third party makes such a claim, or notifies an intention to make such a claim, against you, which may reasonably be considered likely to give rise to a liability under this indemnity you shall as soon as reasonably practicable, give written notice of such claim to CS, specifying the nature of the claim in reasonable detail.

You shall provide reasonable assistance, at our expense, that we may request in the defence of any such claim. We shall conduct such defence acting in our sole discretion and you shall make no statement admitting liability or regarding any settlement.

Should the position arise that your licence to use the Application shall be lost because of any claim of infringement, we shall, at our sole option (i) promptly procure a licence of the necessary intellectual property rights to continue such licence (at no extra cost to you), or (ii) modify the Application without diminishing its functional capabilities to make it non-infringing. If neither of these options are feasible, we shall refund all the amounts paid or payable to us by you for the Service in the preceding 12 months, which shall be our sole and total liability in such an event.

You shall indemnify CS and its suppliers against all liabilities, costs, expenses, damages and losses suffered or incurred by CS arising out of or in connection with any valid and successful claim made against CS by a third party for infringement of its intellectual property rights arising out of or in connection with CS's use of your Supplier Data or Subscription Profile.

6. Term/Renewal/Termination

Term

This Contract is entered into for a term of one (1) year from the Service Availability Date.

At the end of such term, the Contract shall automatically be renewed for a further one year period unless terminated at the end of such relevant yearly period on at least three (3) months’ prior written notice by either party.

Within forty-five (45) days prior to each anniversary date of the Contract, CS shall send you an email containing the invoice for the Service for the following year.

Termination by CS

CS may terminate the Contract at any time under the following circumstances:

- in the event of any breach of the Contract by you;
- in the event of non-payment of any amount when due to be paid by you to CS;

provided that CS gives you notice indicating its intent to terminate (including reasonable details of such event) and you fail to remedy such event in accordance with the terms of the notice (where capable) within one (1) month of receipt of such notice.

CS may also terminate the Contract immediately on notice at any time on the occurrence of an Insolvency Event.

Termination shall take effect without the need of legal or extra-judicial proceedings, without prejudice to any remaining amounts due to CS until expiration of the Contract, any damages which the Subscriber may be entitled to claim or to any other rights of either party accrued prior to the termination.

In the event of termination of the Contract for any of those reasons above:

- all Subscription fees paid shall be owned absolutely by CS and shall not be reimbursed;
- access to the Service by the Subscriber shall immediately cease; and
- CS may remove, delete or destroy any Supplier Data or relevant Subscriber Profile.

7. Security

Users and Access to the Service

You may authorize certain Users to access the service on your behalf as described online on the Portal, including without limitation the ability to set-up sub-profiles in your Subscription Profile.

Each such User authorized by you shall identify themselves in order to connect to the Service. Such identification shall consist of you providing an access code and a personal password for each User in accordance with your Subscriber Profile. Such access codes and passwords shall be safeguarded by you and remain your responsibility and may be modified by updating your Subscriber Profile. You shall take all necessary precautions and use best endeavours to control and prevent unauthorized access or use.

You warrant that you have the necessary authorization and consent from all Users to place their information and personal data on your Subscription Profile and that by providing such information and data those Users have agreed and have given their consent to the use of such information and data as per the use of Supplier Data set forth in section 4 herein.

Any connection to the Service using these secure access codes and personal passwords shall be deemed to be access by you as Subscriber and you shall accordingly be liable for all such access and use. CS assumes no liability in

the event of fraudulent or improper use of these secure access codes and personal passwords.

In the event of loss or theft of an access code and/or password, you shall inform CS through support@connectedsources.com and CS shall immediately apply emergency procedures to re-establish the right of access of such Subscriber with a new access code and/or password.

In the event of loss of the password by a Subscriber, such Subscriber shall have the opportunity to request from CS by means of the link “I’ve forgotten my password” the sending by email of the forgotten password.

Access to Personal Information

In accordance with law relating to personal data, you shall be entitled to the right of access, change or deletion of personal data directly or indirectly affecting it. You may exercise these rights directly in your Subscriber Profile or, if applicable, through the Service, by sending an email to support@connectedsources.com.

Confidentiality

The parties shall consider as strictly confidential, all data, information or knowledge, regardless of form, nature or support, to which it shall be deemed to have gained knowledge as a result of or in connection with the Contract (“Confidential Information”), and undertake not to communicate or divulge Confidential Information to any third party, unless the party which is transmitting the Confidential Information has obtained prior express written agreement for disclosure, or that such information is in the public domain without breach by a party, or such disclosure is required by law.

The parties shall only communicate Confidential Information to individuals known to them solely needed for the performance of the Contract, and who have agreed to be subject to the provisions of the Contract. Each party undertakes to use best endeavours to procure compliance by such individuals with these provisions.

8. Modifications

Service

CS reserves the right to supplement or expand the Service, in particular, to make improvements to the Services offered.

General Terms and Conditions

CS reserves the right, at its discretion and at any time, to modify all or a part of the General Terms and Conditions, so as to improve service to the Subscribers, adapt them to new regulatory requirements or otherwise. In such case, a new effective date shall be assigned to the revised General Terms and Conditions.

Such revised General Terms and Conditions will be communicated to you by CS using any means online in order that you can acknowledge their incorporation into your Contract at that time. In the event you refuse such revised General Terms and Conditions or do not acknowledge their incorporation into your Contract within two (2) months of the date they are communicated to you, CS may, by giving notice to you by electronic message, terminate your Contract at the end of the current one year term in place.

9. Liability of CS

Any difficulties or liability associated with the exchange through a third-party operator (internet service provider) of Data shall be the responsibility of such third-party operator and not CS.

You shall be fully responsible for the data processing equipment connected to the CS service center, which must be in conformance with and have all necessary specifications and functionality required to comply with the terms of the Contract and the “Technical Configuration” set out in section 4 herein. CS assumes no liability for any damage to the Subscriber’s hardware.

We shall not be liable for indirect losses or liability whatsoever (including without limitation loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data or time) howsoever arising and whether caused by tort, breach of contract or otherwise.

The Service provided by CS is for guidance purposes only and cannot guarantee your compliance with any relevant law or regulation that may be assessed in a Questionnaire or that is otherwise connected to the Service. CS shall not be liable for any Subscriber's compliance or non-compliance with any such applicable law or regulation.

Notwithstanding the foregoing, CS' total liability under any claim made under the Contract shall not exceed the total amount paid by the particular Subscriber for the Subscription term then in effect under the Contract (which shall not exceed all fees paid or payable by you to us for the Service in the 12 month period preceding the date of the event creating such liability).

Any claim and/or complaint by the Subscriber relative to the performance of the Contract by CS must be submitted in the form of a certified letter with acknowledgement of receipt within a period of thirty (30) business days from the date of the generating act, subject to waiver.

Nothing in the Contract shall limit or exclude the liability of either party for death or personal injury arising out of negligence or any other liability that cannot be excluded or limited by law

10. Force Majeure

Neither Party is liable to the other Party in the event of non-performance of its contractual obligations in the event that such is delayed by an event of *force majeure*.

For the purposes of the Contract, *force majeure* shall include any unavoidable and unforeseen event not within the control of a Party, preventing the performance by such Party of its obligations under the Contract including, without limitation, (i) fires, floods, or other natural disasters, service failure by a national telecommunications operator (in the UK or abroad), labor disputes leading to a national or regional strike, (ii) involuntary bankruptcy of a supplier or partner, subject to proof that such bankruptcy was involuntary and/or (iii) the modification of any regulation applicable at the time of signing of the Contract bringing about such events.

In the event of *force majeure* the affected party may give the other notice of the force majeure and may suspend its contractual obligations. After the effects of the event of *force majeure* have ended, such obligations shall recommence for the remaining term as of the date of suspension of such event and for an additional period equal to the period of suspension. In any event, should the event of *force majeure* last for a period exceeding forty-five (45) days, either Party may terminate the Contract on notice

11. Miscellaneous

You may not sell, assign, or otherwise transfer or sub-contract, in whole or in part, any of your rights and obligations arising under the Contract, whether for or without compensation, without the express prior authorization of CS.

CS may freely transfer, assign or otherwise grant its rights and obligations under this Contract to any third party. In addition, CS may freely subcontract all or a part of the Service and of the associated service provisions to any third party.

In addition to the means of proof admissible by applicable law, the files, data, messages and data processing registers contained in the data processing systems of each party, under reasonable security conditions, shall be admissible as proof of the communications, agreements and payments entered into between the parties. The preservation of registers shall be deemed, in the absence of indication to the contrary, to have taken place under reasonable security conditions if the messages, data and documents are systematically archived on a durable and unalterable support.

By entering into the Contract you authorise CS to publicise or mention, for purposes of internal and external communications, the signature of the Contract by you and your Subscription to the Service. You hereby license CS to use your name (and logo if relevant) in such publication.

You shall enter into the Contract in your own right as principal and not as an agent to any third party.

The terms and conditions of the Contract represent the entire agreement between the parties in relation to the subject matter therein.

Should one of or part of one of the provisions of the Contract be held to be invalid, illegal or unenforceable under applicable law, regulation or subject to a final determination, it shall be deemed void and not part of the Contract and shall not lead to invalidity of the other provisions, or of the Contract in its entirety, which shall remain unaffected. The Parties shall in good faith substitute valid and binding provisions having a similar effect making as little modification as necessary.

The parties are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by the Contract.

Unless expressly provided in these terms, no party who is not a party to the Contract has any rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

All notices regarding any claim for breach of the Contract by us, including in relation to the indemnity at Section 5 herein shall be sent to us at our registered office by registered post (details *supra*). Any other notice may be sent using the same method or by email to the address specified online on the Portal as applicable. We may give you notice at either the email address or postal address provided in your Subscriber Profile or as set out otherwise in the Contract. Notice will be deemed to be received and properly served immediately if posted on the Portal, 24 hours after an email is sent or 3 days after the date of posting for a letter

12. Waiver – Severability

It is expressly agreed that any waiver of enforcement of a clause or condition set forth in these conditions and contractually binding documents by CS regardless of the frequency or duration thereof, shall not be construed as an amendment or elimination of such clause or condition or as creating any right. CS may rescind such waiver at any time. In addition, any provision hereof which is contrary to mandatory provisions of law shall be deemed withdrawn without affecting the validity of other clauses of the rule or of the rule in question.

The rights and remedies provided by the Contract may be waived only in writing in a manner that expressly states that such waiver is intended for, and such waiver shall only be operative with regard to, the specific circumstances referred to. Any failure to exercise, or any delay in exercising, a right or remedy by either party shall not constitute a waiver of that right or remedy, or of any other rights or remedies

13. Governing Law

The Contract shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.