

ROCHFORD BRADY LEGAL SERVICES LIMITED

TERMS AND CONDITIONS

1. INTERPRETATION

1.1. Definitions

In these Conditions, the following definitions apply:

1.1.1. “**Business Day**”: a day (other than a Saturday, Sunday or a public holiday) when banks in Dublin are open for business.

1.1.2. “**Charges**”: the charges payable by the Customer for the supply of the Services in accordance with clause 5.

1.1.3. “**Commencement Date**”: has the meaning set out in clause 2.2.

1.1.4. “**Conditions**”: these terms and conditions as amended from time to time in accordance with clause 11.8.

1.1.5. “**Contract**”: the contract between the Customer and the Supplier for the supply of Services in accordance with these Conditions.

1.1.6. “**Customer**”: the person or firm who purchases Services from the Supplier

1.1.7. “**Deliverables**”: all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation data, reports and specifications (including drafts).

1.1.8. “**Document**”: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

1.1.9. “**Force Majeure Event**”: any event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

1.1.10. “**Intellectual Property Rights**”: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography 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.

1.1.11. “**Order**”: the Customer's order for Services, as set out in the Customer's purchase order form or other request for services whether made via the Supplier's websites or otherwise.

1.1.12. “**Services**”: the services, including without limitation any Deliverables, to be provided by the Supplier to the Customer requested in the Order and as set out in the Specification.

1.1.13. “**Specification**”: the description or specification for the Services as described on the Supplier's websites (www.rochfordbrady.ie, www.cid.ie or www.lawlink.ie) from time to time or as specifically agreed between the parties.

1.1.14. **“Supplier”**: Rochford Brady Legal Services Limited registered in Ireland with company number 206927.

1.1.15. **“Third Party”**: any person or firm who is not the Customer or the Supplier.

1.2. Construction

In these Conditions, the following rules apply:

1.2.1. Month means a calendar month.

1.2.2. The singular includes the plural and vice versa.

1.2.3. The masculine includes the feminine and vice versa.

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

1.2.5. a reference to a party includes its successors or permitted assigns;

1.2.6. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.7. any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.8. a reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1. The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2. The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order **or** when the Services are provided to the Customer (**Commencement Date**) at which point the Contract shall come into existence.

2.3. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. SUPPLY OF SERVICES

3.1. The Supplier shall provide the Services to the Customer in accordance with the Specification in all material respects.

3.2. The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3. The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

3.4. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. CUSTOMER'S OBLIGATIONS

4.1. The Customer shall:

4.1.1. ensure that the terms of the Order and any further information provided to the Supplier are complete and accurate, including the spelling of names and addresses and the provision of dates.

4.1.2. provide such information to the Supplier as the Supplier may reasonably request and the Customer considers reasonably necessary for the purpose of providing the Services.

4.1.3. accept that use of any password, user identification or account code provided to the Customer, his servants or agents in connection with any Order shall constitute sufficient authority for the Supplier to accept such Order and be paid as per the terms of clause 5.

4.1.4. carry out such checks to ensure that the Services provided by the Supplier meet the requirements of the Customer.

4.2. If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

4.2.1. the Supplier shall without limiting its other rights or remedies have the right to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent that Customer Default prevents or delays the Supplier's performance of any of its obligations.

4.2.2. the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2.

5. CHARGES AND PAYMENT

5.1. The Charges for the Services shall be set out in the Specification or in accordance with Supplier's standard scale of charges which are available on request, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

5.2. The Supplier shall invoice the Customer on completion of the Services **or** monthly in arrears **or** require advance payment by credit card and shall notify the Customer of the payment structure applicable.

5.3. In consideration of the supply of the Services by the Supplier and unless advance payment is required in accordance with clause 5.2, the Customer shall pay the invoiced amounts within **(30 days)** of the date of the invoice to a bank account nominated in writing by the Supplier and time for payment shall be of the essence of the Contract.

5.4. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are

chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.5. If the Customer fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate then applicable under the European Communities (Late Payment in Commercial Transactions) Regulations 2002, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

5.6. The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. To the extent that the Supplier is the owner of Intellectual Property Rights in the Deliverables, the Supplier shall retain Intellectual Property Rights in all Deliverables supplied to the Customer but shall provide a non-exclusive, non-transferable licence to the Customer for the Customer to use such Deliverables for the Customer's business purposes only which does not include direct marketing and/or any illegal, immoral, fraudulent or dishonest purpose.

6.2. The Supplier shall retain all Intellectual Property Rights over its websites used by the Customer in relation to the Order, Services or Specification.

6.3. The Customer shall not (and will not allow any Third Party to) adapt, alter, modify or otherwise interfere with the Deliverables.

6.4. The Customer shall not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any Third Party any of the Deliverables.

7. CONFIDENTIALITY

7.1. The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Customer by the Supplier, its employees, agents or subcontractors, and any other confidential information concerning the Supplier's business or its products or its services which the Customer may obtain. The Customer shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Customer's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Customer. This clause 7 shall survive termination of the Contract.

8. LIMITATION OF LIABILITY

8.1. the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;

8.2. the Supplier shall not be liable to the Customer for any error, inaccuracy or incompleteness in data supplied to the Supplier by a Third Party;

8.2.1. Where the Customer obtains data which was originally provided to the Supplier by the Registrar of Companies the Customer hereby acknowledges that the Registrar of Companies does not make any representation or warranty as to the accuracy, adequacy, veracity or completeness of any information contained in the data provided to the Customer.

8.3. the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed €7,500,000.

8.4. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.5. This clause 8 shall survive the termination of the Contract.

9. TERMINATION

9.1. Without limiting its other rights or remedies, each party may terminate the Contract by giving 30 days written notice to the other party.

10. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

10.1. the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted to include Services for which the Supplier has received an Order but no Deliverables have provided to the Customer, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

10.2. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry;

10.3. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

11. GENERAL

11.1. Anti Money Laundering Regulations

11.1.1. The Supplier reserves the right to require verification of the Customers identity in order to comply with its statutory obligations under the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 or other legal obligations.

11.1.2. The Supplier may request the Customer to carry out customer due diligence on a Third Party as required by the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 and if requested to do so, the Customer will carry out such customer due diligence as is requested of them.

11.1.3. The Supplier shall be indemnified by the Customer for any loss suffered by reason of the Customer's non compliance with clauses 11.1.1 or 11.1.2.

11.2. Force majeure

11.2.1. The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

11.2.2. If the Force Majeure Event prevents the Supplier from providing any of the Services for more than four (4) weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

11.3. Assignment and subcontracting

11.3.1. The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any Third Party or agent.

11.3.2. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

11.4. Notices

11.4.1. Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number, or sent to the other party's pre designated email account.

11.4.2. Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

11.4.3. This clause 11.3 shall not apply to the service of any proceedings or other documents in any legal action.

11.5. Waiver

11.5.1. A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

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

11.6. Severability

11.6.1. If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

11.6.2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11.7. No Partnership

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

11.8. **Third Parties**

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

11.9. **Variation**

Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Supplier.

11.10. **Data Protection**

Each party undertakes to the other that in connection with any Order it will at all times comply with the Data Protection Acts 1988 to 2003, the Consumer Credit Act 1995 and any subordinate or associated regulations, where applicable to them.

11.11. **Security and Privacy**

You must read the Supplier's privacy policy which may be found on the Supplier's websites (and which the Supplier may amend from time to time with notice to you on the websites) (the "**Privacy Policy**") which contains important information about the use of personal data and the Supplier's security processes and policies. This Privacy Policy forms part of this agreement.

11.12. **Governing law and jurisdiction**

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Irish law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland.

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