



## CI Europe Ltd Terms and Conditions – 2006

CI Europe Ltd, Concept House, Brooke Street, Cleckheaton, Bradford, BD19 3RR (“the Company”) will provide Business Information to “The Client” under the following terms and conditions:

1. **Business Information Services:** The Company shall perform or deliver the Business Information Services (i.e. business data provision or data enhancement or analysis or research) set forth in any proposed schedule of “Business Information Services” (i.e. by email, letter or fax) to the client, and the parties may mutually agree such additional Business Information Services if so required.

2. **Fees.** In consideration for the Business Information Services, the client shall pay fees as set forth in proposed schedule of Business Information and as agreed in writing by the Client. The fees shall be payable within thirty, (30), days following receipt of invoice for the Business Information Services from the Company. Data will, however, only be released upon payment of the invoice.

3. **Ownership & License Rights:** All Confidential Information provided to Company under this Agreement is being provided on a strictly confidential and limited use basis. The Client is permitted to integrate all or any of the Business Information into their Customer Relationship Management Application and once so integrated all intellectual property, title and other ownership rights shall transfer, vest and remain exclusively with the Client and the Company is authorised to transfer, sell or otherwise deal with the Business Information.

4. **Misuse of Business Information:** The Company claim no responsibility for any data misuse in respect of information or communication sent by the client to any named individual identified in the business information and all data has been checked for integrity and accuracy.

5. **Re-Licensing:** After a period of 12 months from the purchase date of said Business Information Services from the company the client will be allowed to re-purchase a new business list which has been maintained by the company over the prevailing period and this will be based upon an agreed purchase price which will be determined at the time of renewal by the company.

6. **Termination.** Either party may terminate this agreement if (a) the other party commits a material breach of the Agreement and said breach has not been remedied to the reasonable satisfaction of the non-breaching party within thirty (30) days of receipt of written notice from the non-breaching party setting forth the nature of the breach; or (b) in the case of dissolution, termination of existence or insolvency of a party, appointment or a receiver, assignment by or against a party of bankruptcy, or any other proceedings under bankruptcy or insolvency laws. In addition, the Client may terminate the Agreement within fourteen (14) days of receipt of the Business Information in the event that the Business Information does not comply with the terms of the Business Information Services as detailed in the agreed Schedule.

7. **Compliance:** The Company warrants and undertakes that, in the performance of this agreement and any other contract between the parties, they will comply in all respects with the applicable provisions of any Data Protection laws and regulations and have established procedures to ensure continued compliance with all such legislation.

8. **Data Replacement Policy:** The Company warrants and undertakes to replace or re-research any data which is deemed to be incorrect (i.e. email returns or mail returns) and to return this data once validated to the client within an agreed timeframe.

9. **Miscellaneous.** This Agreement will be governed and construed in accordance with the law of England and Wales.