



The Company's Standard Terms and Conditions

Please read these Terms and Conditions carefully.

1. APPLICATION OF THESE TERMS AND CONDITIONS

This document is an offer by the Company to sell to the Customer the Services specified above on the terms and conditions hereinafter set out. The Customer's acceptance of this offer shall be in writing by the signature and return to the Company of the copy hereof entitled "Customer's Acceptance", but if the Customer proceeds in anyway with the transaction proposed, the Customer agrees that those actions or any of them shall constitute an acceptance of these terms and conditions.

Customer accepts these Terms and Conditions of Service by placing an order with MYevolution Ltd or otherwise engaging MYevolution Ltd to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions of Service are subject to change without prior notice, except that the Terms and Conditions of Service posted on the Site at the time Customer places an order or signs a Statement of Work will govern the order or Statement of Work in question, unless otherwise agreed in writing by MYevolution Ltd and Customer.

These terms and conditions shall prevail over the terms and conditions (if any) in the Customer's order and if the Customer has submitted, in any form, any other terms and conditions to the Seller, those terms and conditions are rejected and the terms and conditions herein are proposed as a counter-offer.

2. ALL VARIATIONS TO BE IN WRITING

No variation of these terms and conditions shall be of any effect unless set out in writing and signed by an authorised employee/a Director of the Company.

3. ORAL REPRESENTATIONS

The Customer agrees that in entering into the contract with the Company, he has not relied upon any representations or statements made to him other than representations or statements made to him in writing and signed by an authorised employee/a Director of the Company.

4. INTERPRETATION

Where the context admits: "We" or "Us" includes MYevolution Limited or any party acting on MYevolution Limited's implicit instructions. "You" includes the person purchasing the services or any party acting on the customer's instructions.

"Services" include any product or service sold (or provided at no cost) to You by us.

"Account" means any one or more Services, assigned solely to You.



5. THE SERVICE

Customers may order services (collectively, "Services") from or through MYevolution from time to time. Orders are not binding on MYevolution until accepted by MYevolution. Certain Services, such as sub-contracted services, are sold by MYevolution as a distributor or sales agent ("Third Party Services").

In the case of Third Party Services, the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer hereby releases MYevolution and the entities that control, are controlled by, or are under common control with MYevolution ("Affiliates") from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by MYevolution will be collected solely in the capacity as an independent sales agent.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions of Service Projects and constitutes a separate agreement with respect to the Services performed. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Term and Conditions of Service Projects, the terms and conditions of this Agreement will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. MYevolution will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions of Service and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

The customer hereby agrees to examine all Services immediately upon receipt and agrees that he shall not be entitled to make any loss, claims or damages arising from or related to the provision of such Third Party Services

6. PRICING INFORMATION; AVAILABILITY DISCLAIMER

MYevolution reserves the right to make adjustments to pricing and service offerings for reasons including, but not limited to, changing market conditions, supplier price changes and errors in advertisements.



The Customer agrees to purchase all services ordered at the price prevailing at the date of delivery.

The Customer acknowledges that all quotations given by the company, whether oral or in writing, relate only to the prices prevailing at the date of quotation and do not, unless otherwise expressly agreed in writing, constitute an offer to supply these services at the price quoted.

PRICES ARE SUBJECT TO INCREASE WITHOUT NOTICE.

The prices quoted hereon are the prices current at the date of this quotation, and this document is an offer to supply those Services at the price prevailing at the date of delivery thereof to the Customer. It is not an offer to deliver those Services at the prices set out herein.

All orders are subject to the availability of Personnel to perform the Services. Therefore, MYevolution cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by MYevolution are for planning purposes only.

7. PAYMENT

Without prejudice to our other rights and remedies under these Terms and Conditions, if any sum payable is not paid on or before the due date, We shall be entitled forthwith to suspend or cancel the provision of Services to you.

In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by MYevolution. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by MYevolution. MYevolution may invoice Customer for all of the Services or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold MYevolution and its Affiliates harmless from, any applicable sales, use or other taxes and any federal, state or local fees or charges imposed on, in respect of, or otherwise associated with any Statement of Work or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide MYevolution with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of MYevolution's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, MYevolution reserves the right to suspend Services until payment is received.

Except as otherwise specified on an applicable Statement of Work, Customer will reimburse MYevolution for all reasonable out-of-pocket expenses incurred by MYevolution in connection with the performance of the Services, including, but not limited to, travel and living expenses.



8. TAXES PAYABLE

The amount of any present or future transfer, sales, revenue, excise, customs or other duties or taxes or any charges imposed on or measured by any transaction between the Customer and the Company shall be added to the prices quoted hereon and shall be paid by the Customer, except those taxes or charges specifically itemised and included in the total price on the face hereof.

9. TIME FOR PAYMENT

The Customer agrees to pay for Services and for any shipping or other charges within 30 days of delivery of those Services to the Customer.

10. TERMINATION

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay MYevolution for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of Work. Customer will also pay MYevolution for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

(a) If You fail to pay any sums due to us as they fall due, We may suspend or cancel any Services without notice to you. Accounts are typically suspended seven days after the due date, and fully cancelled after a further twenty one days.

(b) If You breach any of these terms and conditions We may suspend or cancel any Services without notice to you.

(c) If You are a company and You go into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors or any analogous event, We shall be entitled to suspend or cancel any Services without notice to you.



- (d) No refunds will be made for Services suspended.
- (e) We reserve the right to suspend Services at any time.

11. SUBCONTRACTING

MYevolution may assign or subcontract all or any portion of its rights or obligations with respect to the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions of Service Projects, or any of its rights or obligations herein without the prior written consent of MYevolution. Subject to the restrictions in assignment contained herein, these Terms and Conditions of Services will be binding on and insure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between MYevolution and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail to the address stated below, or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

12. LIABILITY

MY evolution warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and MYevolution's entire liability with respect to this warranty will be, at the sole option of MYevolution, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies MYevolution in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS MYevolution'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, MYevolution MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT



OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF MYevolution OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF MYevolution OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING MYevolution'S WARRANTY.

Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. MYevolution, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES. MYevolution will not be responsible for and no liability shall result to MYevolution or any of its Affiliates for any delays in performance which result from any circumstances beyond its reasonable control including, but not limited to, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any completion dates provided by MYevolution or purported deadlines contained in a Statement of Work or any other document are estimates only. If the Customer wishes to negotiate any extension or exclusion of the aforesaid clauses such extension or exclusion must be agreed in writing with the Company and will be reflected in the price payable by the Customer.

IT IS RECOMMENDED THAT THE CUSTOMER INSURE HIMSELF AGAINST ANY LOSS, DAMAGE OR LIABILITY FLOWING FROM ANY MATTER FOR WHICH THE COMPANY IS, BY REASON OR THE LIMITATIONS HEREIN SET OUT, NOT LIABLE.

13. SEVERANCE

If any provision (or part of a provision) of these Terms and Conditions are found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid



enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

14. COPYRIGHT

MY, MYevolution, evolution and all other trademarks, unless otherwise noted, are owned or licensed by MYevolution Ltd. All other brand names, product names, or trademarks belong to their respective holders.

15. THIRD PARTY RIGHTS

These terms and conditions shall be binding upon and shall insure to the benefit, as appropriate, of Company and Customer as well as their respective successors and assigns. All rights of and remedies available to the Company in any instance shall constitute or any right or remedy subsequently.

16. GOVERNING LAW JURISDICTION

THESE TERMS AND CONDITIONS OF SERVICE PROJECTS, ANY STATEMENTS OF WORK AND THE SERVICES HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE UNITED KINGDOM, SCOTLAND AND IRELAND WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN THESE TERRITORIES AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions of Service Projects or any Statement of Work more than one (1) year after the cause of action has arisen. The rights and remedies provided MYevolution under these Terms and Conditions of Service Projects are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

17. RETENTION OF TITLE

Without prejudice to our other rights and remedies under these Terms and Conditions, if any sum payable is not paid on or before the due date, We shall be entitled forthwith to suspend or cancel the provision of Services to you.

Property in the Services remains with the Company until such time as the Customer has made full payment of all sums due to the Company in respect of those Services or any other Services supplied by the Company to the Customer Until such time as the Customer has made full payment so as to cause property to pass to the Customer in accordance with (a) hereof, The Customer shall hold the



Services as bailee of the Company and the relationship between the Customer and the Company shall be one of bailee and bailor.

In the event of the Customer failing to make full payment of all sums due to the Company or in the event of the commencement of any act of proceeding in which the Customer's solvency is involved; the Customer shall be obliged, if and when requested by the Company, to keep and store the Services in such a way that they are and remain recognisable and identifiable as the Company's property; and the Company may recover or re-sell the Services or any of them and may, by its servants or agents, enter upon the Customer's premises for that purpose. During such time as the Customer holds the Services as bailee of the Company, the Customer is not authorised to sell those Services as agent for the Company.

18. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL MYevolution, ITS AFFILIATES, OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF MYevolution HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY MYevolution OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE SERVICES; OR (D) ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY MYevolution OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF MYevolution AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF THE STERLING AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM.

19. LIMITED LICENSE

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulas, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis



and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) that is created (individually or jointly) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever.

20. CONFIDENTIAL INFORMATION

Each party anticipates that it may be necessary for each party to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work.

"Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by Personnel of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees that it will hold such Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind. Disclosures of Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement and need to know such Confidential Information for purposes of providing or receiving the Services or otherwise in connection with this Agreement, or (ii) to its business, legal and financial advisors, each on a confidential basis. At the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose the Confidential Information, the receiving party will give the disclosing party prompt notice of such request so that the disclosing



party may seek an appropriate protective order or similar protective measure.

The obligations of the parties under this Section (Confidential Information) shall survive the expiration or termination of performance of a Service or any Statement of Work.

21. ARBITRATION

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Services, the interpretation or application of these Terms and Conditions of Service Projects or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions of Service Projects or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or MYevolution's or its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF MYevolution, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the United Kingdom. If arbitration is chosen by any party with respect to a Claim, neither MYevolution nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim.

The arbitration will take place exclusively in the United Kingdom. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to MYevolution arising out of the Services hereunder will be exclusively litigated in court rather than through arbitration.

22. HEADINGS

These terms shall be construed without reference to the Headings which are for reference purposes only.