

Standard Terms Of Business

The Illuminate Consulting Group, LLC

ICG Standard Terms of Business

The following standard terms of business apply to all engagements accepted by The Illuminate Consulting Group, LLC ("ICG"). All work carried out is subject to these terms except where changes are expressly agreed in writing.

The services you have asked us to provide will be set out in a separate services engagement letter (also known as "Project Outline"). Our contract with you comprises the Project Outline and our current Standard Terms of Business.

The Standard Terms of Business may be overridden partially or wholly by a specific contract agreed-on by ICG and you subsequent to ICG having supplied its Standard Terms of Business information.

1 Contracting parties

- 1.1 Your contract is a contract with ICG, which is a limited liability company incorporated in Delaware, USA.
- 1.2 Any reference to "we", "us", "the firm" are references to ICG.
- 1.3 There is no contract between you and any member, employee, or consultant of ICG. Any advice given to (or other work done for) you by a member, employee, or consultant of ICG is given (or done) by that person on behalf of ICG and not in his or her individual capacity, and no such person assumes any personal responsibility to you for the advice or other work.
- 1.4 Persons who are not party to this agreement shall have no rights to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise.
- 1.5 The advice that we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

2 Our professional obligations

- 2.1 We owe you a duty to provide services under the contract with reasonable care and skill.
- 2.2 Where you give us confidential information we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical, or other professional pronouncements applicable to this engagement.
- 2.3 We reserve the right to act during this engagement for other clients whose interests may be adverse to yours. We will notify you immediately should we become aware of any conflict of interest to which we are subject in relation to you.

3 Consulting services and client team

- 3.1 Consulting is an unregulated profession with no globally set standards or regulations. ICG is following, where applicable and available, best practices. We also exercise the best possible standard of care for our clients.

- 3.2 ICG reserves the right to select its project staff members as it sees fit. Should you have any concerns please notify ICG's Managing Director.

4 Fees, expenses, and invoices

- 4.1 ICG offers its clients a number of different billing models, including flat fee projects and seminars/workshops, retainer-based billing, and for-purchase agreements. We differentiate, if so stipulated in a contract or project outline, between professional fees and expenses.
- 4.2 Our professional fees are noted at the commencement of an engagement, modified by any later agreement. Professional fees reflect the time spent on your affairs by our members, employees, and consultants. Expenses will be charged based on the respective contractual agreement or project outline.
- 4.3 Our invoices, as warranted, are split into professional fees and expenses. Expenses are further broken down by major expenses category: Travel, accommodation, communication, per diem or actual meal expenditures, costs for acquiring data and information, cost of office operations, incidentals, and "other".
- 4.4 Occasionally, it may be necessary to carry out work outside the responsibilities outlined in our project outline, or cover additional work not identified when the arrangement was agreed. ICG reserves the right to request additional compensation for such work.
- 4.5 Invoices are payable in full within 14 days of receipt, unless covered by agreed-on arrangements where appropriate.
- 4.6 Payments to ICG are to be settled in full. It is your obligation to settle payments to ICG in full. Any fees associated with a payment which arise from your choice of payment mode (such as, but not limited to, wire or conversion fees) shall be settled by you and not ICG.
- 4.7 Payments shall be made in any of the following manner: Wire transfer into an ICG bank account, or a bank check made out in US Dollars.
- 4.8 Owing to the international nature of many of ICG's activities and client projects, ICG often incurs expenses in currencies other than US Dollars. Any such expenses are converted into US Dollar using the prevailing interbank exchange rate plus 3.0%.
- 4.9 In the event that we cease to act in relation your affairs you agree to meet all reasonable costs of providing information to your new advisors. In particular you agree to meet these costs even where we are required by law to provide information to a successor firm.
- 4.10 At this time, ICG does not charge sales or value-added taxes to clients outside the United States as long as the production of the agreed-on service or product is clearly connected to ICG's location in the United States.

5 Our liability to our clients

- 5.1 You agree that if, as a matter of law, a duty of care would otherwise be owed to you by any member, employee, or consultant of ICG, such duty is hereby excluded and you agree that you will not bring any claim against any member, employee, or consultant of ICG in respect of any loss or damage that you or any person or company associated with you suffer or incur, directly or indirectly, in connection in any way with any advice given to or other work done for you.
- 5.2 Accordingly, any claim that you wish to make can only be made against ICG and not against a member, employee, or consultant of ICG.
- 5.3 Nothing in these Standard Terms of Business and the project outline excludes or limits: Any claim you may have against a member, employee or consultant of ICG arising out of any fraudulent or dishonest conduct on the part of such member, employee, or consultant; any liability or claim that cannot be excluded under US law; any liability or claim that cannot be excluded under any relevant professional rule or regulation.
- 5.4 Each member, employee, and consultant of ICG shall be entitled to the benefit of these provisions under applicable contract law as governed by the State of California, but ICG's contract with you may be varied from time to time or terminated without the consent of any such person.
- 5.5 ICG will not be responsible for any increased liability falling on it by reason of any limit which you may have agreed with any other adviser, or which may otherwise have fallen upon ICG by reason of the contributory negligence of any other person against whom you do not make recovery for any reason. This is relevant in circumstances in which ICG and other persons may be liable in respect of the same damage. In these circumstances, ICG's liability will be limited to such sums as it reasonably ought to pay having regard to its responsibility for the damage and on the basis that such other persons are deemed to have paid to you such sum as they ought reasonably to have paid:
- (i) having regard to their own responsibility for it, and
 - (ii) disregarding any limitation which you may have agreed with such person, any subsequent extension of your claims against that person or the fact that such person has ceased to exist. If you agree to limit the liability of such persons, or if the claim against such person lapses or becomes extinguished for any reason or is not pursued by you or any such person fails to satisfy any judgment obtained by you, ICG will not be liable to you for more than the net amount it would have paid, after allowing for the amounts you would otherwise have been entitled to recover from such persons.
- 5.6 We will not be responsible for any lost opportunities, losses, penalties, surcharges, interest, or additional tax liabilities arising from the supply by you or others of incorrect or incomplete information, or your or others failure to supply any appropriate information, or your failure to act on our advice, or respond promptly to communications from us or other entities.
- 5.7 ICG does not offer or give, or agree to give, to any person who is part of a client's organization, any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining of a contract, or for showing or refraining from showing favor or disfavor to any such person in relation to this or any such contract. This stipulation excludes, but is not limited to, commonly accepted levels of hospitality, incidentals, specific contractual arrangements with any person

who is part of a client organization, and the sharing and dissemination of information and publications.

- 5.8 If ICG is prevented from or delayed in the performance of any of its obligations under a contract and/or project outline by any event (a "Force Majeure Event") beyond the reasonable control of ICG, including, but not limited to, acts of God, civil commotion, war, fire, flood, industrial action, political interference, pandemics, or illness, then ICG will notify you in writing of any such circumstance, and shall be excused from performing those obligations for so long as the Force Majeure Event shall continue.

6 Client service

- 6.1 If at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, please let us know by contacting ICG's Managing Director.
- 6.2 We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. If you feel that we have given you a less than satisfactory service, we undertake to do everything reasonable to address your concerns.

7 Client monies

- 7.1 We may, from time to time, hold money on your behalf; though this is deemed to be a rare and exceptional scenario. Such money will be held in trust in a special bank account, which is segregated from ICG's funds.

8 Ownership of information and retention of records and data

- 8.1 All information such as (for example, but without being an exhaustive list) working papers, letters, emails, memoranda, file notes of meetings and phone calls, and copies of other original documents which we create or which we receive either as principal in our own right or as your agent belong to us.
- 8.2 During the course of our work for you we acquire a variety of information. Certain documents may legally belong to you. We do not segregate documentation by legal ownership. Ordinarily, original documents will be returned to you after completion of an assignment. When this is not practicable we will store your information with our own for up to three years. We reserve the right to destroy any records after three years upon having concluded a project.
- 8.3 We reserve the right to convert information records and data irrespective of ownership, into electronic format (for example, digital images). If you require information returned then you agree that we may supply it either in electronic format or as a print of the image.

9 Confidentiality and Quality Control

- 9.1 From time to time we may be obliged to let external regulators and other third parties have access to clients files and data. Wherever relevant we have confidentiality agreements in place with these persons.
- 9.2 As a client, you acknowledge that the consulting services ICG delivers to you in the form of reports or presentations, regardless of format or delivery mode, are intended for your organization alone. You are not entitled to re-sell or distribute reports or presentations – either whole or in parts – made available to you by ICG unless ICG explicitly consents to such usage.
- 9.3 ICG strives to maintain the highest standard of quality control with regards to research and analysis tasks. Yet permanently prevailing constraints such as, but not limited to, project timeframe limitations, incomplete information and data, a lack of access to information and data, incomplete or lacking cooperation of third parties, etc., inherently limit ICG's ability to ensure the accuracy of research and analysis tasks.
- 9.4 While ICG endeavors to provide reliable analysis and believes the data, information, and analysis it supplies to you are accurate, ICG is not liable for errors and omissions, and will not be liable for you or any other party acting on such information.

10 Applicable law and service of legal proceedings, notices or other legal documents

- 10.1 Our engagement is governed by and construed in accordance with the laws of the State of California. You agree the State of California Courts will have exclusive jurisdiction in relation to any claim, dispute or difference concerning these Standard Terms of Business, our project outline, and any matter arising from them. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.
- 10.2 Service of legal proceedings, notices or other legal documents will not be accepted by fax or by email. Acceptable methods are personal service, by first-class post, and by a recognized document exchange system.

11 Internet communication

- 11.1 Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their dispatch. It may therefore be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it.
- 11.2 We do not accept responsibility for any errors or problems that may arise through the use of Internet communication and all risks connected with sending commercially sensitive information relating to your business are borne by you. If you do not agree to accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.

12 Health and safety

- 12.1 In order to protect the health and safety of its members, staff, and consultants, ICG does not accept unsafe work conditions under any circumstance.

13 Data Protection Act

- 13.1 We may obtain, use, process, and disclose data about your organization in order that we may discharge the services agreed under our project outline, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, as well as legal and regulatory compliance. You have a right of access, under United States data protection legislation, to the data that we hold about your institution.

14 Change to these Standard Terms of Business

- 14.1 These Standard Terms of Business are subject to change from time to time. Any changes will be notified to you either directly in writing, or by ICG making available its most recent version of its Standard Terms of Business on our website at www.illuminategroup.com.

This is the full and current version of ICG's Standard terms of Business as of 1 November 2009.