

Terms and Conditions for the Purchase and use of Naked Leader Business Essentials (NLBE)

Please read through these terms and conditions carefully. By purchasing one or any Naked Leader Business Essentials (NLBE) products (the information) sold by DTA, this may or may not be via any part of the nakedleader.com website (the "Site"), you are deemed to have entered into this Agreement with David Taylor Associates Consulting Ltd (DTA), trading as the Naked Leader, and to have agreed to be bound by the terms set out below. If you have entered into a separate written agreement with DTA governing your access to and use of NLBE, the terms of such agreement shall prevail in respect of such Information if there is any inconsistency with the terms set out below.

Section 1: Scope of Licence

Permitted uses. You may display the Information on the screens of terminals or personal computers, within your home or organization and print copies of such Information for use as part of your normal business activities, but not for resale. You may also print or download the Information for use in carrying out your own business management and decision-making purposes. You may also provide the Information in memoranda, reports and presentations provided that these are only made available in print or by secure electronic means to individuals within your organization. You may use the material as part of training programmes with individuals who are not employees of your organization, only when they are engaged in work within your organization. You must include copyright notices of DTA whenever providing any portion of the Information to any other person.

Prohibited uses. This licence is for a single corporation or organization. Except as expressly permitted in the preceding paragraph, you may not, directly or indirectly, allow any other person who is not employed by your organization to have access to the Information. Any breach of this restriction may result in immediate termination of your access to the Information and/or liability for damages. Any use of the Information not specifically permitted by this Section 1 is expressly prohibited. Requests for permission for other uses may be sent to Rosalind Howard, David Taylor Associates, Avalon House, 31 Turnoak Avenue, Woking, Surrey, GU22 0AJ, and may be subject to a fee.

Section 2: Intellectual Property Protection

The contents and design of the Information and Site and all materials distributed in conjunction with the Information including documentation, are the copyright of DTA and certain other affiliates and their suppliers. All rights are reserved. You may not use or reproduce or allow anyone to use or reproduce any trade marks (DTA, "naked leader" or the "suit" mark) for any reason without written permission from DTA.

Section 3: Fee, Payment and Refund Policy

You must purchase the correct license according to the number of employees current at time of purchasing the license ie up to 500 or 500 or more employees, if at anytime it becomes known that the incorrect license was purchased, DTA will take action to obtain recompense including administration costs. All payments (including applicable taxes) must be made in full when due. NLBEs will only be dispatched on receipt of payment. We reserve the right to add interest at 2% above the base rate accruing on a daily basis for overdue payments.

Owing to the nature of the product, refunds are not granted without express permission from DTA. Requests for refunds should be sent to Rosalind Howard, David Taylor Associates, Avalon House, 31 Turnoak Avenue, Woking, Surrey, GU22 0AJ or by email to rosalindhoward@nakedleader.com.

You will continue to be responsible for any fees or other charges incurred by you prior to such termination.

Section 4: Groups

The Site may include private groups ("Groups") that allows you to deliver the information to invited members from your organisation only, in accordance with section1 above, and to interact with each other within that Group by posting messages. A group would be set up for the private use of your organization for this purpose if you require it. You are solely responsible for the content of your messages and must comply with the rules of the Site: these are detailed at nakedleader.com Conditions of Use. You may not post any message containing any form of advertising, chain letter, "spam", information on securities, unlawful, corruptive or abusive content or component,

confidential information of another party. You may not disguise the origin of any message, impersonate or misrepresent any affiliation with any person or entity, collect or store other users' personal data or inhibit any other user's use of the Site.

It is not possible for DTA fully and effectively to monitor messages on the Site. If you believe a message infringes your legal rights, please notify DTA immediately by contacting info@nakedleader.com.

Section 5: Term and Termination

Once the fee has been settled, DTA grants license to use the information in perpetuity, except in breach of this agreement. For any use in breach of this Agreement, DTA may terminate this Agreement and your access to any information, the Site and your organizations Group and require all copies of the information to be destroyed, and may seek recompense. The rights of termination are in addition to all other rights or remedies of DTA provided in this Agreement or by law. In the event that this Agreement is terminated, your right to access and use of the Information will cease immediately.

Section 6: Changes to These Terms

DTA may at any time at its discretion make changes to any part of the Site, we will endeavor to minimize the impact to the Information availability on the Group. DTA also reserves the right to change the terms of this Agreement (including those relating to your use of the Information). In the unlikely event that terms are changed, DTA undertakes to consult with clients and notify you by email or by publishing details of those changes on the Site. If you use the Group after DTA has published or notified you of the changes, you are agreeing to be bound by those changes. If you do not agree to be bound by those changes, you should not use the Site after they are published at the end of this Agreement or after you receive notice of them.

Section 7: Warranty, Disclaimer of Liability and Indemnity

While every effort has been made to ensure the high quality and accuracy of the Information, DTA, its affiliates, agents and licensors make no warranty, express or implied, concerning the Information and expressly disclaim all warranties, including but not limited to warranties of fitness for a particular purpose and

warranties of merchantability. They do not guarantee the accuracy, content or timeliness of the Information. In no event will DTA, its affiliates, agents or licensors be liable for direct, special, incidental or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising directly or indirectly from the use of (or failure to use) or reliance on the Information, even if they have been advised of the possibility that such damages may arise.

Because some jurisdictions do not allow certain exclusions or limitations of liability for damages, the above limitations or exclusions may not apply to you. However, in no event will any liability of DTA, its affiliates, agents and licensors, if any, arising out of any kind of legal claim (whether in contract, tort or otherwise) in any way connected with this Agreement, or the Information exceed the amount paid, if any, by you to DTA under this Agreement in respect of the particular Information to which the claim relates. You agree to defend, indemnify and hold harmless DTA, its affiliates, agents and licensors from any claims and expenses, including reasonable legal fees, related to any breach of this Agreement by you or any infringement of intellectual property rights existing in content on the Site.

Section 8: Passwords and Responsibilities

If your chosen delivery mechanism is by Group at the nakedleader.com website this access will be valid signon and password only, and you should only add members to this group when they are in employed in your organization. Email addresses used for access must be single user, not generic, company specific email addresses, and no signon may be used by anyone other than the individual to whom it is assigned. If these conditions are not adhered this will be deemed a breach of the licensing conditions and DTA will take appropriate action. You are solely responsible for the confidentiality and use of and access to the Information and the Group using your signon and password. You agree to notify DTA immediately if you become aware of any loss or theft of any sign-on password or I.D. or any unauthorized use of a sign-on password, I.D., username, of the Information or the Group.

Section 9: Force Majeure

DTA, its agents and its information providers will not be liable or deemed to be in default for any delay or failure in performance or interruption of the delivery of Information resulting directly or indirectly from any cause or circumstance beyond its or their reasonable control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labor problems, wars or governmental restrictions.

Section 10: Miscellaneous

Joint ventures. No joint venture, partnership, employment or agency relationship exists between you and DTA as a result of this Agreement, the Information or the Site.

Entire agreement. Save as expressly agreed to in writing between the parties, any representation, warranty, term or condition not expressly set out in this Agreement shall not apply.

Authority. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement, and that the person showing assent to this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

Advertising, third party content and other sites. Parts of the Site may contain advertising or other third-party content. Advertisers and DTA's content providers are responsible for ensuring that material submitted for inclusion on the Site complies with international and national law. DTA will not be responsible for any error, omission or inaccuracy in such material. The Site may contain links to other world wide web sites. DTA is not responsible for the availability of these sites or their contents.

Assignment of agreement. This Agreement is personal to you and your rights and obligations under it may not be assigned or otherwise transferred. This agreement may be assigned to a third party by DTA.

Non-waiver. No delay or omission on the part of either party in requiring performance by the other party of its obligations will operate as a waiver of any right.

Notices. Notices to DTA will be given in writing by letter and will be sent to DTA's last known place of business in the United Kingdom (for the attention of Rosalind Howard, Director, DTA).

Notices to you may be given in writing by letter or by email at the address provided by you on registration or such other address notified by you to DTA in writing. Letters will be deemed received on the date of dispatch if sent by fax (or on the following business day, if faxed after the recipient's normal business hours) or on the expiry of four business days from the date of posting if sent by overnight post. Emails sent by DTA will be deemed received three hours from the time they are posted.

Severability/survival/statute of limitations. If any provision of this Agreement is invalid or unenforceable, such will not render the entire Agreement unenforceable or invalid but rather the Agreement will be read and construed as if the invalid or unenforceable provision(s) are not contained therein. Any cause of action of yours with respect to this Agreement must be filed in a court of competent jurisdiction in England or Wales within one year after the cause of action has arisen, or such cause will be barred, invalid and void.

Headings. Headings in this Agreement are for convenience only and have no legal meaning or effect.

Governing law. This agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the England courts.