

SUPPLIER PROJECT AGREEMENT

The Parties:

A: VRL: **Vector Resourcing Limited**
Address: **Castle Farm Barn, Hartfield, East Sussex, TN7 4JD**

B: The Supplier: **Wingpath Ltd**
Registered Office: 02126469. 6 Eddeys Lane, Headley Down, Bordon, Hampshire, GU35 8HU

The Client: **John Wiley & Sons Ltd** of The Atrium, Southern Gate, Chichester, West Sussex, PO19 8SQ

The Client Agreement: The agreement between VRL and the Client for the provision of services by the Supplier

End User: Any third party for whom or at whose premises the Services are performed

The Contract Site: 6 Eddeys Lane
Headley Down
Hampshire
GU35 8HU
or such other site of the Client or the Supplier as may be agreed as expedient from time to time for performance of the Services

Representative: **Frank O'Gorman** being the initial person engaged by the Supplier to perform the Services on its behalf (the Named Representative) or any other suitable alternate or additional personnel provided by the Supplier to perform any part or all of the Services on its behalf

Guarantee: Applicable – see clause 2.5

The Services: The provision of specialist consultancy services to the Client or End User at the Contract Site for the purposes of and limited to the Project

The Project: The discrete project defined in the Schedule forming part of this agreement

The Contract Term: From: 16 Nov 2006 (**"Commencement Date"**)
To: 23 Feb 2007 (**"Estimated Date"** for completion of the Project) or such alternate date as may be agreed from time to time by the Parties as the date of completion of the Project (**"End Date"**) subject to the termination provisions in clause 5.

Termination Date The date of actual termination of this agreement

Professional Day: 7.5 hours (being the estimated number of hours per day for completion of the Project within the Contract Term) or such hours as are reasonably requested by the Client and required for the Project

Contract Rates: **Professional Day: £350.00 per Professional Day**

Estimated value of Project: **£24,150.00**

Warranty Date: Termination Date

Insurance Limit: Employers' Liability £5,000,000.00
Public Liability £1,000,000.00
Professional Indemnity £250,000.00

Insurance Period: During this agreement and for twelve months thereafter

Expenses: None

Payment Terms: Monthly PROVIDED that the Supplier shall have complied with the terms and conditions overleaf including clause 1.4

Notice to Terminate: **by VRL:** 4 Weeks' Notice
by Supplier: 4 Weeks' Notice

Special Terms: Not Applicable

IMPORTANT NOTICE

This contract for services is subject to the definitions above and the terms and conditions overleaf. The Supplier agrees to provide VRL with the Services on the terms and conditions overleaf which the Supplier acknowledges it has fully read and understood. Subject to communication by any means of this document by VRL to the Supplier prior to the Commencement Date, the provision by the Supplier of any part of the Services shall be deemed to be acceptance of this agreement whether or not this document is signed by the Supplier.

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Signed for and on behalf of VRL

Print:.....

Position:.....

Date:.....

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Signed for and on behalf of Wingpath Ltd
and the Representative

Print:.....

Position:.....

Date:.....

SCHEDULE

The Project

Enhance a usage reporting program for a high-traffic website that provides online journals, books and reference works.

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Signed for and on behalf of VRL

Print:.....

Position:.....

Date:.....

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**Signed for and on behalf of Wingpath Ltd
and the Representative**

Print:.....

Position:.....

Date:.....