

Masterclass: How To Grow Revenues In The Energy, Environment & Sustainability Market

September 21, 2011, London

9:30am – 3:30pm



Purchase Agreement: please return scanned copy by email to info@verdantix.com.

This Purchase Agreement between the undersigned Client and Verdantix Ltd. is governed by the specific Terms & Conditions set out below.

Pricing Information

Full price per person (non-clients):

£950 +VAT

Discounted price per person (for Knowledge Service clients only):

£700 +VAT

Attendee Information

Name _____
Title _____
Company _____
Street _____
City _____
Postal code _____
Country _____
Email _____
Telephone _____
P.O. Number (optional) _____

Additional Attendee Information

Name _____
Title _____
Email _____
Name _____
Title _____
Email _____
Name _____
Title _____
Email _____

I agree to the terms and conditions specified on this contract.

Signature: _____

Date: _____

Please note the following apply:

- If places are cancelled less than four weeks in advance of the event the fee must be paid in full
- Written notification of cancellation must be received at info@verdantix.com
- Verdantix will invoice on receipt of this signed purchase agreement and payment is due net 30 days of invoicing
- Pricing does not include the cost of attendee's travel or accommodation

Terms And Conditions

AGREEMENT TO PURCHASE

Client agrees to pay Verdantix the payments set forth in this Purchase Agreement for work described and delivered in accordance with this Purchase Agreement ("Services").

PAYMENTS

Verdantix will invoice clients on receipt of this signed Purchase Agreement. Payment is due net 30 days of invoicing. Pricing does not include cost of attendees' travel or accommodation. Pricing also does not include any applicable value added tax.

CANCELLATIONS AND SUBSTITUTIONS

Verdantix must receive written notification from the participating company of any cancellation. If written notice of cancellation is received by Verdantix more than four weeks prior to the date of the Event, Verdantix will refund 100% of the fee to the participating company. If written notice of cancellation is received by Verdantix less than four weeks prior to the date of the Event, the participating company shall be liable for 100% of the fee.

Substitutions may be made at any time prior to the start of the Event. Please notify Verdantix in writing at info@verdantix.com of any substitutions.

Verdantix reserves the right to cancel an event at any time without liability. Should this occur, delegates will be offered an alternative date, a refund or a credit note.

PROPRIETARY RIGHTS

With respect to the product resulting from the program of work created originally and uniquely for Client in connection with Services requested under this Agreement ("Work Product"), Client shall have ownership of such Work Product, subject to the restrictions, terms, and conditions set forth herein. The foregoing notwithstanding, Client shall utilize Work Product provided hereunder for Client's internal business purposes only and may only refer to or distribute the Work Product externally upon Verdantix's prior approval. Only Work Product created originally and uniquely for Client at Client's request under this Agreement which are not mere modifications or enhancement to Verdantix-owned products ("Verdantix-Owned Products") shall be deemed to be Work Product.

For purposes of this Purchase Agreement, Verdantix-Owned Products include, without limitation, (i) any and all works that Verdantix has developed prior to or independently of performance of Services described under this Agreement; (ii) materials that Verdantix makes generally available to certain of Verdantix's customers; (iii) Verdantix Works and any updates or modifications thereto; (iv) Verdantix's research methodologies, including without limitation, Verdantix's Green Quadrant, Smart Vendors and Total Portfolio methodologies. Subject to the terms and obligations hereof, Verdantix grants Client a non-exclusive, non-transferable license to use any Verdantix-Owned Products that are provided to Client along with or as part of Work Product for Client's internal business purposes only. Client acknowledges that Verdantix-Owned Products are proprietary to Verdantix and are protected by UK and international copyright law and other intellectual property laws. Client shall not sell, lease, transfer, sublicense, or otherwise make available or permit access to the Verdantix-Owned Product or any portion thereof, to any third party. All of Client's rights to use any Verdantix-Owned Products, including Verdantix Works, are expressly stated herein; there are no implied rights, and Verdantix reserves all rights not expressly granted to Client.

LIMITATION OF LIABILITY

Verdantix shall not be liable for any damages incurred by Client arising as a result of reliance upon the Services, including without limitation Verdantix-Owned Products and Work Product. Verdantix's entire liability arising out of this Purchase Agreement shall be limited to and shall not exceed the fee paid to Verdantix by Client. In no event will Verdantix be liable for any consequential, indirect, special, or incidental damages such as damages for lost profits, business failure or loss, arising out of use of the Services whether or not Verdantix has been advised of the possibility of such damages. Client agrees to indemnify and hold Verdantix harmless from and against any and all liabilities, losses, damages, costs and expenses (including legal fees and expenses) associated with any claim or action brought against Verdantix resulting from or in any way connected to Client's actions taken in reliance on the Services.

LIMITED WARRANTY

Verdantix warrants that it has the requisite skill, knowledge and authority to perform the Services and shall perform the Services in accordance with applicable industry standards. The foregoing warranty is the sole and exclusive warranty provided in respect of the Services and is provided in lieu of all warranties, express, or implied, statutory or otherwise, including without limitation, any implied warranties of merchantability or fitness for a particular purpose, and warranties as to accuracy, completeness, or adequacy of information. In the event any of the Verdantix employees specified in the proposal are unable to perform the Services as set forth above for any reason, the Services shall be performed by a Verdantix employee who, in Verdantix's reasonable opinion, is qualified to perform the above Services.

CONFIDENTIALITY.

Verdantix recognizes that, in the process of providing professional services to Client, Client may provide confidential information, the disclosure of which would be to Client's detriment. Verdantix agrees not to disclose such confidential information except to its employees who have a need to know with respect to the purposes of this Agreement. Verdantix shall use at least the same degree of care in safeguarding such confidential information as it uses for its own information of like importance, but in no event less than a standard of reasonable care. The parties also agree that the terms and conditions set forth in this Agreement and in any schedules attached hereto shall remain confidential.

LATE PAYMENT

For payments more than 30 days past due Verdantix will add 0.75% per month to the total invoice value.

FURTHER PROVISIONS

The Agreement constitutes the entire understanding between the parties relating to the Work Product and supersedes all previous agreements and understandings whether oral or written relating to the Work Product. The Agreement may only be varied in writing signed by an authorised representative of each party. Failure at any time to enforce any of these terms and conditions or to require performance by the other party of any such term or condition shall not be construed as a waiver of such provision or affect the right of either party to enforce the same. If any provision is held to be invalid or unenforceable by any tribunal of competent jurisdiction, the remaining provisions shall not be affected and shall be carried out as closely as possible according to the original intent. The Agreement does not confer any rights to or on any third party. The Agreement shall be governed by English law. The parties irrevocably agree to the exclusive jurisdiction of the Courts of England and Wales.