

This section only applies if the Order Form shows that Professional Services have been selected. If so, this schedule will apply in addition to the General Terms and any applicable Product Schedules and Intermediary Additional Terms. Any definition not provided in this Schedule shall have the same meaning as set out elsewhere in the Agreement.

1. DEFINITIONS

- 1.1. The following definitions apply to this Schedule, in addition to those contained elsewhere in the Agreement:
- “**Example Code**” means sample code provided by GBG to the Intermediary to use as a template in integrating the Service into the Intermediary’s systems
- “**Service Materials**” means any and all works of authorship and materials developed, written or prepared by GBG, in relation to the Professional Services (whether individually, collectively or jointly with the Intermediary and on whatever media) which it is required to deliver to the Intermediary pursuant to the Professional Services, including, without limitation, any and all reports, studies, data, diagrams, charts, specifications and all drafts thereof and working papers relating thereto, but excluding ordinary correspondence passing between the Parties.

2. PROFESSIONAL SERVICES

- 2.1. GBG hereby agrees to provide the Professional Services to the Intermediary in consideration of the Charges set out in the Order Form and upon these terms and conditions.
- 2.2. Nothing in this Agreement shall operate to prevent GBG from engaging in other professional, consultancy or project management activities.
- 2.3. The Intermediary hereby authorises GBG to have such access to the Intermediary’s premises, computers and IT systems and other facilities as is necessary in order to perform the Professional Services.
- 2.4. GBG may provide Professional Services to the Intermediary directly or give the Intermediary access to Example Code. The Example Code is provided as an example to show how the service integration works. Should the Intermediary use the Example Code directly into the Intermediary’s systems, the Intermediary does so at its own risk. The Example Code is provided "as is", without warranty of any kind, express or implied and in no event shall GBG be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the Example Code.
- 2.5. GBG shall upon the Intermediary’s written request, in the provision of the Professional Services, provide support in the creation and amendment of the User Profile. GBG shall notify the Intermediary of its completion of such support, and following such notice, the Intermediary’s use of the Service shall be deemed acceptance of the creation and or amendment made by GBG.

3. GBG’S RESPONSIBILITIES

- 3.1. GBG warrants to the Intermediary that the Professional Services:
- (a) will be provided in a timely and professional manner and that it shall use reasonable endeavours to provide the same in accordance with any Timetable (as defined in clause 6.1 below);
 - (b) will conform to the standards generally observed in the industry for similar services and will be provided with reasonable skill and care.
- 3.2. GBG shall be fully entitled to use any skills, techniques, concepts or know-how acquired, developed or used in the course of performing the Professional Services in any way it deems fit and any improvements to GBG’s existing products and/or service made or developed during the course of the Professional Services, subject to the obligations of confidentiality detailed in the Agreement.

4. INTERMEDIARY’S OBLIGATIONS

- 4.1. The Intermediary shall:
- (a) make available to GBG such office and support services as may be necessary for GBG’s work under the Agreement;
 - (b) ensure that its employees co-operate with GBG’s reasonable requests in relation to the provision of the Professional Services; and
 - (c) promptly furnish GBG with such information and documents as GBG may reasonably request for the proper performance of the Professional Services.

5. EXPENSES

- 5.1. The Charges for the Professional Services are exclusive of the travel, accommodation and subsistence expenses reasonably incurred by GBG in attending the Intermediary’s premises to perform Professional Services and such expenses shall be invoiced separately by GBG and shall be paid by the Intermediary in accordance with the payment terms set out the Agreement. Where the Intermediary cancels or rearranges a scheduled meeting GBG reserves the right to charge the Intermediary for all accommodation and travel expenses that have been reasonably incurred by GBG.

6. TIMETABLE AND DELAYS

- 6.1. Time of performance of the Professional Services is not of the essence. Where a timetable is agreed and appended to the Agreement (the “**Timetable**”), GBG undertakes to use reasonable endeavours to complete each element of the Professional Services by the date specified in the Timetable.

- 6.2. If GBG is prevented or delayed from performing any of the Professional Services for any reason which is not directly attributable to GBG's acts or omissions then, notwithstanding anything else contained in the Agreement:
 - (a) If as a result any element of the Service Materials or any other deliverable is not completed by the date specified in the Timetable (where one is agreed) (or by any extended date agreed between the Parties) then any part payment of the Charges for the Professional Services due to be paid on the completion of that element (if any) shall be paid on the scheduled date for such completion (taking into account any extension of time agreed between the Parties) as distinct from the actual date of completion;
 - (b) The Intermediary shall pay to GBG a reasonable sum in respect of any additional time spent and materials and computer time incurred as a result of any such prevention or delay; and
 - (c) The Intermediary shall pay to GBG all other reasonable costs, charges, expenses and losses sustained or incurred by GBG as a result of such prevention or delay.
- 6.3. The Intermediary shall pay to GBG a reasonable sum in respect of any additional time spent and materials and computer time incurred in connection with the provision to GBG of any inaccurate, incorrect or inadequate information or data by the Intermediary or on the Intermediary's behalf.
- 6.4. GBG shall notify the Intermediary in writing without undue delay of any claim which GBG may have under clause 6.2 or 6.3 above giving such particulars thereof as GBG is then able to provide.

7. ALTERATIONS

- 7.1. If at any time the Intermediary requires GBG to alter all or any part of the Service Materials, the Professional Services and/or any other deliverable under the Professional Services then the Intermediary shall provide GBG with full written particulars of such alterations and with such further information as GBG may reasonably require. GBG may suggest alterations to the Intermediary at any time which the Intermediary may then use as the basis for a request under this provision.
- 7.2. GBG shall then submit to the Intermediary as soon as reasonably practicable a written estimate for such alterations specifying what changes (if any) will be required to the Charges hereunder and the Timetable (if applicable) and what adjustments will be required to the Service Materials (if applicable).
- 7.3. Upon receipt of such estimate the Intermediary may elect either:
 - (a) to accept such estimate in which case the Agreement shall be amended in accordance therewith;
 - (b) to withdraw the proposed alterations in which case the Professional Services shall continue in force unchanged.
- 7.4. GBG shall be entitled to charge a reasonable fee to the Intermediary for considering such alterations and preparing the said estimate and if the Intermediary's request for such alterations is subsequently withdrawn but results in a delay in the performance of any of the Services then GBG shall not be liable for such delay and shall be entitled to an extension of time for performing its obligations equal to the period of the delay.
- 7.5. GBG shall not be obliged to make any alterations to the Service Materials save in accordance with the aforesaid procedure.