1. Variation

We may, at our discretion, vary or amend from time to time this Contract. All such amendments or variations will be effective immediately upon posting of such amended or varied document on the Website or once such amendment or variation is otherwise notified to you. The amendment or variation shall apply to your use of the Website and to any services offered to you upon such posting or notification.

Except as provided for in the preceding paragraph this Contract may otherwise not be amended or varied except in writing signed by both parties.

2. The Website

2.1 Users

Anyone who accesses the Website is a user (a "user"). Users are free to contact us using the email addresses shown on the Website.

2.2 System Integrity

You undertake to us that you will not use and that you will not permit the use of any device, software or programming routine that interferes or attempts to interfere with the working and functionality of the Website. You undertake not to take or permit the taking of any action that (in our sole discretion) imposes an unreasonable or disproportionately large load on our infrastructure.

3. Use of the Website

3.1 Proprietary information

You acknowledge and agree that the materials used and displayed on the Website including but not limited to text, music, software, sound, photographs, graphics, video, page layout and design, illustration and artwork, names, logos, trademarks, service marks and all other materials are the property of MCF and/or its licensors, and are protected by copyright trademark and other laws.

You agree not to modify, copy, reproduce, re-publish, upload, post, transmit, rent, loan, sell, lease, license, sub-license or distribute any material on the Website or create in any way content and/or derivative works based on the content of the Website or the Website itself or services provided by, or on behalf of MCF in whole or in part without our prior written consent.

3.2 Content

The Website may include facts, views, opinions and recommendations of individuals and organisations. We do not guarantee the accuracy, completeness or timeliness of, or otherwise endorse, these views, opinions or recommendations.

The content on the Website, including any research does not constitute any form of advice, recommendation or arrangement by us and is not intended to be relied upon by users.

4. Services

Services offered on the Website are available only to persons, companies or other corporate bodies who are capable of forming valid legally binding contracts under their domestic governing law.

5. Links to third party Websites

Third parties or we may provide links to other websites or resources. These links are provided solely as a convenience to you and are not an endorsement by us of the contents of such third party web Websites. We have no control over such Websites and resources and you acknowledge and agree that we are not responsible for the availability of such external Websites or resources and do not endorse and are not responsible or liable for any content, advertising, product, services or other materials on or available from such Websites or resources.

You further acknowledge and agree that we shall not be responsible or liable directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance of any such content, goods or services on or available through any such Website or resource. If you decide to access linked third party web Websites you do so at your own risk.

6. Purpose

This document and the attachments referred to below constitute a legally binding agreement between you and Momentum Corporate Finance LLP ("MCF", "we" or "us") which operates the Internet Website with the domain name http://www.momentumcf.com/ (the "Website" which expression shall include Updates by Email).

It sets out your rights and obligations and those of MCF in relation to (i) your access to the Website; (ii) your use of the Website; (iii) any communications sent to you via the Website, or from or on behalf of MCF; (iv) all information, products, software, services, features and materials contained on or offered in conjunction with the Website.

By accessing the Website you accept without limitation all of the terms and conditions in this Contract (as defined below) and any subsequent amendments or variations as we may make from time to time.

"Contract" means this document and any schedule, appendix or other document referred to in this document, by way of illustration only, using a hyperlink.

7. General

7.1 Limitation of Liability

You expressly understand and agree that we shall not be liable for any direct (other than for death or personal injury arising directly from use of the Website), indirect incidental, special, consequential or exemplary damages including but not limited to, loss of profits, goodwill, use, data or intangible losses (even if we have been advised of the possibility of such damages) resulting from:

(1) the use or the inability to use the Website or any service provided in connection with the Website;

(2) the cost of procurement of substitute and services resulting from any, data, information, services purchased or obtained and messages received and transactions entered into through or from the Website;

(3) unauthorised access to or alteration of your transmissions or data;

(4) statements or conduct of any user or third party in relation to the Website; or

(5) any other matter relating to the Website or service provided in connection with the Website.

In no event will our liability arising out of or in respect of this Contract exceed £1,000.

Some jurisdictions do not allow the exclusion of certain warranties with a limitation or exclusion of liability for incidental or consequential damages. Accordingly some of the

above limitations of this section may not apply to you.

7.2 Termination of this Contract

We reserve the right to terminate this Contract forthwith if you are or appear to be in breach of any of the provisions of this Contract, including the provision of false registration details or other misuse of the services offered through this Website.

Either party may terminate this Contract with or without cause by providing 7 days advance written notice to the other.

7.3 No waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

7.4 No Association

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between MCF and you or any user is intended or created by this Contract.

7.5 Disclaimer of Warranties

Your use of the Website and any services offered on or in connection with your use of the Website is at your sole risk. Services provided with the Website are provided on an "as is" and "as available" basis.

We to the fullest extent permitted by law disclaim all warranties, including but not limited to warranties of title, fitness for a particular purpose, merchantability and non-infringement of proprietary or third party rights. We make no warranties about the accuracy, reliability, completeness or accuracy of the material, services, software, text, graphics, and links.

We make no warranty that:

(1) the service will meet your requirements;

(2) the service will be uninterrupted, timely, secure or error free; or

(3) the quality of any services information or other material obtained by you through your use of the Website will meet your expectations.

If you are dissatisfied with any part of the Website offered through the Website or with this Contract or any other rules or policies your sole remedy is to discontinue use of the Website.

7.6 No Assignment

You may not assign your rights or delegate (or sub-contract) your duties under this Contract.

7.7 Entire Contract

This Contract (as amended from time to time) comprises the entire agreement between you and MCF and governs the use of the Website and any services provided to you in connection with the Website. It replaces and voids any prior agreement between you and MCF, whether written or verbal, in relation to the Website or any services provided to you in relation to the Website. You may also be subject to additional terms and conditions when you use affiliate or other MCF services, third-party content or third-party software.

We make no claims that the Website is appropriate for any particular purpose or audience, or that it may be downloaded outside of the United Kingdom. Access to the Website or use of the Website may not be legal by certain persons in certain countries.

7.8 Severability

Each provision of this Contract excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

7.9 Suspension or Discontinuance of Service

MCF may suspend or discontinue the Website with or without cause and with or without notice.

7.10 English law

All legal issues arising from or related to the use of the Website or any services provided in relation to the Website shall be construed in accordance with and determined by the laws of England and you hereby agree to submit to the exclusive jurisdiction of the English Courts.

Momentum Corporate Finance LLP is a limited liability partnership registered in England with registered number OC311180 and registered address at 21 St Thomas Street, Bristol, BS1 6JS.