

Contract Schedule 1

TBC

Customer:	TBC
Supplier:	Athena Commercial Limited, Reg: 09120499 86-90 Paul Street, London, EC2A 4NE
Scope of Works:	TBC
Commencement Date:	TBC
Expiry Date	Upon works completion and client acceptance.
Notice to terminate:	1 days' notice for either party
Charges:	TBC
Payment	Payment – 7 days from invoice
Expenses:	Payable in agreement with the client's policy, will be invoiced to the Contractor with written confirmation from the Client. Not anticipated for this engagement.
Specific Contract Terms	None

Assignment Terms & Conditions

PARTIES

- (1) **ATHENA COMMERCIAL LIMITED** of/whose registered office is situated, 86-90 Paul Street, London, EC2A 4NE, at registered in England and Wales with Customer number 09120499 (**Supplier**).

(2) **TBC**

1. BACKGROUND

1.1 The Customer provides TBC.

- 1.2 The Customer and the Supplier expect to agree on a series of separate contracts via the Contract Schedule mechanism and have agreed to enter into this agreement as an overarching agreement applicable to all contracts entered into between them.
- 1.3 The Contract Schedule will set out the specific terms of each contract that will vary from contract to contract including (by way of example and not limitation) the services to be delivered by the Supplier.

2. INTERPRETATION

- 2.1 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

Background IPR: means rights in any Intellectual Property, excluding Foreground IPR, owned or controlled by any party arising before commencement of the Services.

Commencement Date: the date stated in the Contract Schedule

Customer Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Customer or its customers and business contacts, and any equipment, keys, hardware or software provided for the Supplier's use by the Customer during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Supplier on the Customer's or the Supplier's computer systems or other electronic equipment during the Engagement.

Customer Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the affairs of the Customer or its customers and business contacts, and any equipment, keys, hardware or software provided for the Supplier's use by the Customer during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Supplier on the Customer or the Supplier's computer systems or other electronic equipment during the Engagement.

Confidential Information: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Customer or the Client for the time being confidential to the Customer or the Client and trade secrets including, without

limitation, technical data and know-how relating to the Business of the Customer or the Client or any of their suppliers, customers, agents, distributors, shareholders, management or business contacts and including (but not limited to) information that the Supplier creates, develops, receives or obtains in connection with their Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Contract Schedule: The contract particulars agreed through the Contract Schedule mechanism agreed from time to time between the Supplier and the Customer.

Engagements: the engagements of the Supplier by the Customer by separate Contract Schedules on the terms of this agreement and **Engagement** means anyone such contract.

Insurance Policies: commercial general liability insurance cover, professional indemnity insurance cover, employer's liability insurance cover and public liability insurance cover.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including consulting methodology, know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Supplier in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Foreground IPR: means rights in any Intellectual Property obtained, found, produced, devised, developed, or made during or generated in the course of the carrying out of the Services.

Pre-Contractual Statement: any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Engagement other than as expressly set out in this agreement.

Services: the services provided by the Supplier to the Customer in a consultancy capacity for the Customer as agreed between the parties.

Specific Contract Terms: the terms agreed between the parties for each separate Contract Schedule.

Termination Date: the date of termination of this agreement, howsoever arising.

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Supplier in the provision of the Services.

2.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

2.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

- 2.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.5 Unless the context otherwise requires, words in the singular include the plural and, in the plural include the singular.
- 2.6 Individual assignments notifications will be sent to the Supplier by the Customer on a per project basis, for the Suppliers acceptance.

3. TERM OF ENGAGEMENT

- 3.1 The Customer shall engage the Supplier and the Supplier shall provide the Services from time to time agreed between the parties on the terms of this agreement and the corresponding Contract Schedule.
- 3.2 The Services may be provided by an employee of the Supplier who shall be agreed between the parties before work is commenced. Any change of the employee must be agreed with the Customer before taking effect.
- 3.3 This agreement shall commence on the Commencement Date and shall continue unless and until terminated as provided by the terms of the Contract Schedule.

4. DUTIES AND OBLIGATIONS

- 4.1 The Customer shall notify the Supplier of each Engagement by email authorising the Supplier to provide the Services. If the Supplier expends time or incurs expenses without such authorisation, the Supplier does so at their own risk.
- 4.2 During the Engagement the Supplier shall:
- (a) provide the Services with all due care, skill and ability.
 - (b) unless prevented by ill health or accident, devote such hours or days in each calendar month as are agreed in the Specific Contract Terms to the carrying out of the Services together with such additional time if any as may be necessary for their proper performance;
 - (c) promptly give to the Customer all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services; and
 - (d) comply with Customer policies relating to anti-bribery and corruption, bullying & harassment, corporate social responsibility, equal opportunities, anti-fraud, racial and sexual harassment
 - (e) where working at Customer offices comply with policies relating to the environment, health & safety, substance abuse and smoking
- 4.3 If the Supplier is unable to provide the Services due to illness or injury, he shall advise the Customer of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.

4.4 The Supplier shall use reasonable endeavours to ensure that they are available on reasonable notice to provide such assistance or information as the Customer may require.

4.5 Unless specifically authorised to do so by the Customer in writing, the Supplier shall not:

- (a) have any authority to incur any expenditure in the name of or for the account of the Customer or the Customer's Clients; or
- (b) hold themselves out as having authority to bind the Customer or its Clients.

4.6 The Supplier shall comply with the Client's policies on social media, use of information and communication systems, anti-harassment and bullying, no smoking, substance misuse and discrimination.

4.7 The Supplier shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to The Bribery Act 2010 (**Relevant Requirements**);
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of The Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) comply with the Client's Ethics and Anti-bribery and Anti-corruption Policies in each case as the Client may update them from time to time (**Relevant Policies**);
- (d) promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement;
- (e) ensure that all persons associated with the Supplier or other persons who are performing services in connection with this agreement comply with this clause 4.

5. **FEES**

5.1 The Customer shall pay the Supplier a fee at the Rate on the basis set out in the Contract Schedule exclusive of VAT.

5.2 In consideration of the provision of the Services during the Engagement, the Customer shall pay each invoice submitted by the Supplier in accordance with clause 5.1 within 7 days of receipt.

5.3 The Customer shall be entitled to deduct from the fees (and any other sums) due to the Supplier any sums that the Supplier may legitimately owe to the Customer at any time.

5.4 Payment in full or in part of the fees claimed under clause 5 or any expenses claimed under clause 6 shall be without prejudice to any claims or rights of the Customer against the Supplier in respect of the provision of the Services.

6. EXPENSES

- 6.1 The Customer shall reimburse all reasonable travel expenses and preapproved accommodation costs properly and necessarily incurred by the Supplier in the course of the Engagement, agreed in the Contract Schedule to be paid subject to production of receipts or other appropriate evidence of payment. Car travel will be reimbursed at the rate of £0.40p per mile. Any expense greater than £100 in any one day is to be preapproved.
- 6.2 If the Supplier is required to travel abroad in the course of the Engagement the Supplier shall be responsible for any necessary insurances, inoculations and immigration requirements.

7. OTHER ACTIVITIES

- 7.1 Nothing in this agreement shall prevent the Supplier from being engaged, concerned or having any financial interest in any other business, trade, profession or occupation during the Engagement provided that such activity does not cause a breach of any of the Supplier's obligations under this agreement;

8. CONFIDENTIAL INFORMATION

- 8.1 The Supplier acknowledges that in the course of the Engagement he will have access to Confidential Information. The Supplier has therefore agreed to accept the restrictions in this clause 8.
- 8.2 The Supplier shall not (except in the proper course of their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
- (a) any use or disclosure authorised by the Customer or required by law; or
 - (b) any information which is already in, or comes into, the public domain otherwise than through the Supplier's unauthorised disclosure.
- 8.3 At any stage during the Engagement, the Supplier will promptly on request return all and any Customer Property and Client Property in their possession to the Customer and the Client as appropriate.

9. DATA PROTECTION

- 9.1 The Supplier agrees to comply with all relevant data protection legislation (including the General Data Protection Regulations) and/or any Customer policy (including Data Protection Policy and Arrangements and Information Security Policy) regarding data protection when processing personal data in the course of employment including personal data relating to any employee, supplier or client.
- 9.2 The Supplier consents to the Customer making such information available to the Client and to those who provide products or services to the Customer (such as advisers, payroll administrators and credit control) regulatory authorities, governmental or quasigovernmental organisations and potential

purchasers of the Customer or any part of its business.

9.3 In order to manage the Supplier's Agreement and for related purposes, such as updating and enhancing our records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention, the Supplier has supplied the Customer with their personal data and we can, therefore, process, use and disclose personal data about you as is necessary in compliance with data protection legislation. Some data may be supplied to external suppliers who administer the Customer's finances, solely for the purpose of processing invoices and accounts.

9.4 The Supplier consents to the Customer holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the General Data Protection Regulation May-2018) relating to the Supplier including, as appropriate:

- (a) information about the Supplier's physical or mental health or condition in order to monitor sickness absence;
- (b) the Supplier's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;
- (c) information relating to any criminal proceedings in which the Supplier has been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties.

9.5 The Supplier consents to the transfer of such information to the Customer's business contacts outside the European Economic Area in order to further its business interests.

9.6 The Customer expects the Supplier to inform the Customer of changes to your personal data in a timely manner.

10. INTELLECTUAL PROPERTY

10.1 Any and all Background IPR ownership shall remain where it lies before the commencement of this contract and no Background IPR shall pass ownership from one party to another as a result of this agreement.

10.2 Any and all Foreground IPR generated through this agreement by Supplier shall be owned by the Supplier, except where such IPR directly relates to further development of Background IPR that was previously generated and therefore already owned by the Customer.

10.3 The Supplier acknowledges that, except as provided by law, no further fees or compensation other than those provided for in this agreement are due or may become due to the Supplier in respect of the performance of their obligations under this clause

11. INSURANCE AND LIABILITY

- 11.1 Subject to Clause 11.2, the Parties shall have liability for and shall indemnify the other Party for any loss, liability, costs damages or expenses arising from any breach of the terms of this agreement caused through negligence, reckless acts, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.
- 11.2 Both parties' liability shall be capped at 100% of the Total Value of the individual Contract Schedule to which the event relates, except where such liability cannot be limited by law.
- 11.3 The Supplier shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Customer and that the level of cover and other terms of insurance are acceptable to and agreed by the Customer.
- 11.4 The Supplier shall on request supply to the Customer copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 11.5 The Supplier shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Supplier is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Supplier shall notify the Customer without delay.

12. TERMINATION

- 12.1 Notwithstanding the provisions of clause 3, the Customer may terminate the Engagement in accordance with the notice to terminate defined in the Contract Schedule, with no liability to make any further payment to the Supplier (other than in respect of amounts accrued before the Termination Date)
- 12.2 The Customer may terminate at any time if the Supplier:
- (a) commits any gross misconduct affecting the Business of the Customer;
 - (b) commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Customer;
 - (c) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
 - (d) is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against him under the County Courts Act 1984;
 - (e) is incapacitated (including by reason of illness or accident) from providing the Services for a consecutive period of in excess of 10% of the period of Engagement under the Specific Contract Terms;

- (f) commits any fraud or dishonesty or acts in any manner which in the opinion of the Customer brings or is likely to bring the Supplier or the Customer into disrepute or is materially adverse to the interests of the Customer;
- (g) commits any breach of the Customer's policies and procedures; or
- (h) commits any offence under the Bribery Act 2010.
- (i) becomes a patient under the Mental Health Act 2007

12.3 The rights of the Customer under clause 12 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Supplier as having brought the agreement to an end. Any delay by the Customer in exercising its rights to terminate shall not constitute a waiver of these rights.

13. OBLIGATIONS ON TERMINATION

13.1 On the Termination Date the Supplier shall:

- (a) immediately deliver to the Customer all Customer Property in their possession or under their control;
- (b) where requested, provide a signed statement that he has complied fully with their obligations under this clause 13.

14. STATUS

14.1 The relationship of the Supplier to the Customer will be that of independent consultancy and nothing in this agreement shall render any Consultant as an employee, worker, agent or partner of the Customer and the Supplier shall not hold himself out as such.

14.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly, the Supplier shall be fully responsible for:

- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law.
- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Supplier against the Customer arising out of or in connection with the provision of the Services.

15. NOTICES

15.1 Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at (in the case of the Customer) its registered office for the time being and (in the case of the Supplier) their last known address, or by sending it by email notified by

the relevant party to the other party. Any such notice shall be deemed to have been received:

15.1.1 if delivered personally, at the time of delivery;

15.1.2 in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.
and

15.1.3 in the case of email, at the time of transmission.

15.2 In proving such service it shall be sufficient to prove that the envelope containing the notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post or that the notice was transmitted by fax to the fax number of the relevant party.

16. ENTIRE AGREEMENT

16.1 Each party on behalf of itself acknowledges and agrees with the other party that:

(a) this agreement together with the relevant Specific Contracts Terms constitutes the entire agreement and understanding between the Supplier and the Customer and supersedes

any previous arrangement, understanding or agreement between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent);

(b) in entering into this agreement neither party has relied on any Pre-Contractual Statement; and

(c) each party agrees that the only rights and remedies available to it or arising out of or in connection with any Pre-Contractual Statement shall be for breach of contract. Nothing in this agreement shall, however, limit or exclude any liability for fraud.

17. VARIATION

17.1 No variation of this agreement or of the Specific Contract Terms shall be valid unless it is in writing and signed by or on behalf of each of the parties.

18. COUNTERPARTS

18.1 This agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

19. THIRD PARTY RIGHTS

19.1 Except as expressly provided elsewhere in this agreement a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act.

19.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any person that is not a party to this agreement.

20. GOVERNING LAW AND JURISDICTION

20.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document is delivered and takes effect on the date stated in the Contract Schedule:

Signed on behalf of ATHENA COMMERCIAL LIMITED

by

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Signed on behalf of **TBC**

by

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