



Professional Services Agreement

For: XXXXXX

Baseel Partners LLP

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Please return the signed version of this document to:
The Issuer or info@baseel.co.uk

The entire Agreement between the parties with regard to the consultancy described below consists of: -

- **Professional Services Agreement (PSA)**

Classification	CONFIDENTIAL
Owner	Paresh Deshmukh
Version	1.0
Date	XXXXXX

This Professional Services Agreement is entered between:

1. **BASEEL PARTNERS LLP** a company incorporated in England (company number **OC403492**), whose registered office is at 1 Gloucester Drive, London, NW11 6BH ("**Baseel**");
- and
2. XXXXXX, whose registered office is at XXXXXX with registered number XXXXX ("**Customer**")

Baseel has agreed to provide the services described in the Statement of Work to the Customer in accordance with the following terms:

1. INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the meaning set out below:
Deliverables: all products and materials created, produced or developed by Baseel solely and specifically for the Customer in the provision of the Services in any media, including, without limitation, computer programs, data, diagrams, reports and specifications (including drafts), as described in the Statement of Work.
Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case, whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Order Acknowledgement: a written confirmation from Baseel of the Service purchased.
Relevant Consent: all consents, permissions, licences, required to enable Baseel to access, use and modify any Customer controlled IT systems, hardware or software to enable Baseel to perform the Services in any Statement of Work.
Services: the professional services as described in the Statement of Work.
Statement of Work (SOW): the document attached to this Agreement and the Order Confirmation describing the Services to be provided by Baseel.
- 1.2 Headings are for reference only, and do not affect the interpretation of this Agreement.
- 1.3 A reference to a law is a reference to the law as it is enforced for the time being taking into account of any amendment, extension, application or re-enactment of the same, and includes any subordinate legislation for the time being in force made underneath.

2. BASEEL OBLIGATIONS

- 2.1 Upon receipt of a signed SOW, Baseel will use reasonable endeavours to manage and complete the provision of the Services and deliver any Deliverables to the Customer in accordance with the timetable (if any) set out in the Statement of Work. The Customer acknowledges that any such dates, resources and number of man-days will be estimates only, and time will not be of the essence.
- 2.2 Where applicable, Baseel will ensure that in conducting the Cyber Essentials audit, it adheres to the then current Cyber Essentials audit procedures.
- 2.3 The Services will be deemed to have been completed at Baseel sole choice on the earliest of (i) the satisfaction of any acceptance criteria in the Statement of Work; (ii) the expiry of any pre-agreed number of consultancy days where applicable; (iii) the delivery of the Deliverables; or (iv) the signature by the Customer of a task acceptance form or similar document evidencing acceptance.
- 2.4 Baseel will comply with such policies and procedures of the Customer as apply to each premise from which the Services will be delivered, as are provided to it in writing in advance.
- 2.5 Baseel warrants that the Services will be performed using reasonable skill and care, by qualified and experienced personnel, in accordance with good industry practice.
- 2.6 If Baseel's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, Baseel's obligation to deliver the Service is suspended until the Customer complies.

3. CUSTOMER'S OBLIGATIONS

- 3.1 The Customer will appoint a Customer Representative, with authority to contractually bind the Customer on matters relating to Services; co-operate with and provide such access to the Customer's premises, data, IT systems or other facilities, as is requested by Baseel from time to time; be responsible for taking all steps reasonably necessary to protect the security and integrity of its IT systems prior to the commencement of the Services; provide Baseel with all Relevant Consents, and Baseel will be excused performance of any obligations, that are affected by the failure to produce any Relevant Consent; and complete any pre-requisite actions identified in the Statement of Work as being necessary for the delivery of the Services by Baseel. Any failure by the customer to comply with its obligations will remove any obligation from Baseel to provide the Services until the Customer's obligation is rectified to Baseel's satisfaction.
- 3.2 If Baseel's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, the Customer will be liable to pay to Baseel on demand

all reasonable costs, charges or losses sustained or incurred by it, subject to Baseel confirming such costs, charges and losses to the Customer in writing.

- 3.3 The Customer will not, without the prior written consent of Baseel, from the date of the Agreement to the expiry of six months after the completion of the Services, solicit or entice away from Baseel or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of Baseel in providing any Services under this Agreement.
- 3.4 The Customer warrants and accepts that where it is necessary in order for the Supplier to deliver the Services; the Customer has obtained in writing from all persons, including but not limited to all third parties all necessary approvals, permissions and authorities required (and where applicable) to allow Baseel access via the Customer's ISP to all information technology networks and systems used by the Customer and that Baseel's actions undertaken in connection with the Agreement shall be deemed to be authorised by the Customer and all third parties for the purposes of any applicable legislation in any jurisdiction in which the Customer operates and in which the services are performed (including but not limited to the Computer Misuse Act 1990) and any contract governing the use of such network and systems.

4 **CHARGES AND PAYMENT**

- 4.1 Baseel shall be entitled at its sole discretion to invoice the Customer for time and expenses at any time after completion of the Work if the Work is less than 1 month in duration or monthly if the Work is greater than 1 month in duration or at any time thereafter.
- 4.2 For the avoidance of doubt, Work will be invoiced based on delivery vs cost agreed in the SoW. All charges are exclusive of VAT or any other applicable sales taxes.
- 4.3 Where the Customer pays in advance for Services to be delivered at a future date to be agreed, all such services must be requested and delivered within 12 months of the date of the invoice, and Customer shall not be entitled to request that the Services be provided more than 12 months after the invoice, or to receive a refund in respect of any unused services.
- 4.4 Invoices are payable, in cleared funds, within 15 calendar days of the date of invoice. Time for payment is of the essence. Without prejudice to any other right or remedy, if the Customer fails to pay any sums on the due date, Baseel may on giving 5 days written notice, suspend the Services until payment is received in full: and/or charge interest on such a sum from the due date for payment at the annual rate of 10% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis until payment is made.
- 4.5 For the avoidance of doubt, where Baseel suspends any Services due to non-payment by the Customer under this clause or failure to comply with its obligations under this Agreement, Baseel will not be liable for any claim made by the Customer, or for any damages, costs or liabilities incurred by the Customer arising as a result of such suspension of any Services.
- 4.6 Baseel may, without prejudice to any other rights it may have, set off any liability of the Customer or Baseel against any liability of Baseel to the Customer.

5 **INTELLECTUAL PROPERTY RIGHTS**

- 5.1 All Intellectual Property Rights in the Services and any Deliverables which may be delivered or developed by Baseel, including any enhancement or modification made to any pre-existing hardware or software (whether or not third-party products) are owned by Baseel, and/or its licensors.
- 5.2 On receipt of payment in full Baseel will grant to the Customer a non-exclusive, personal and non-transferable licence to use the Deliverables to such extent as is necessary to enable the Customer to make reasonable use and benefit of the Deliverables and the Service for its own internal business purposes.
- 5.3 The Customer acknowledges and agrees that nothing in this Agreement will limit the right or ability for Baseel to use, reuse, develop, modify, enhance or market any Intellectual Property Rights in any Deliverables. Baseel warrants that all the Deliverables provided under this Agreement are its own original work, or are supplied under licence, and will not infringe any Intellectual Property Rights of any third party. The Customer's sole remedy for a breach of the warranty given in this clause is that Baseel will defend, hold harmless and indemnify the Customer against all loss, damage, claims, liabilities, fees, costs and expenses arising out of any action brought against the Customer based on a claim that any Deliverables infringes any intellectual property right of any third party, other than where the infringement is caused by the Customer, provided that Baseel is promptly notified in writing of any such claim, the Customer shall make no admission or settlement of such a claim without Baseel prior written consent, and Baseel has sole control of the defence and any negotiations for compromise. The Customer will provide reasonable assistance to Baseel to defend any such claim.

6 **LIMITATION OF LIABILITY**

- 6.1 If the Customer purchases Cyber Essentials Services, the Customer acknowledges that the Report of Assessment, only relates to the Customer's status at the date and time the tests were performed. Due to the constantly changing nature of the information technology security business, Baseel cannot guarantee that the report provides details of all risks and threats to the Customer's cyber environment.
- 6.2 For any Services which the Customer purchases, the Customer acknowledges that the Report only relates to the Customer's status at the date and time the Services were performed. Due to the constantly changing nature of the information technology security business, Baseel cannot guarantee that the report provides details of all risks and threats to the Customer.

- 6.3 The following provisions set out the entire financial liability of Baseel (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer, howsoever arising under this Agreement or the provision of the Deliverables or Services, and the Customer acknowledges and agrees that the provision of the Services contains an inherent risk of disruption to the functionality and performance of hardware, software and business information and the following clause sets out a fair and appropriate allocation of risk and liability between the parties.
- 6.4 Save as set out in this Agreement all other warranties, conditions representations and other terms, whether express or implied by statute or common law [including any warranties of merchantability, fitness for any particular purpose] are hereby expressly excluded to the fullest possible extent.
- 6.5 Nothing in these conditions excludes the liability of Baseel for death or personal injury caused by Baseel's negligence; or for fraud or fraudulent misrepresentation.
- 6.6 Subject to condition 9.2 and condition 9.3:
- (a) Baseel will not be liable for loss of profits, loss of business, loss of goodwill, loss of anticipated savings, loss of use, loss or corruption of data, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
 - (b) Baseel's total liability to the Customer in respect of any losses, damages or costs howsoever arising in connection with this Agreement are limited to the 100% of the total charges paid by the Customer under this Agreement.
 - (c) Baseel is not liable unless a claim is brought within 12 months of termination of this Agreement.
- 6.7 The Customer will indemnify Baseel from and against any and all costs, damages or expenses incurred by Baseel resulting from the Customer's failure to obtain any Relevant Consents.

7. Insurance

Baseel will maintain the following insurances:

- Professional Indemnity for Information Technology - £1,000,000 (GBP One Million)
- Public and Products Liability - £2,000,000 (GBP Two Million)
- Employers Liability - £5,000,000 (GBP Five Million)

8 TERMINATION

8.1 Termination for Convenience

If the Customer cancels or postpones any Services under any individual SOW:

- (a) within 7 calendar days of the SOW Start Date, Baseel will be entitled to invoice the Customer for any irrecoverable expenses incurred in anticipation of the commencement of the Services, including (but not limited to) travel, accommodation, and any third-party contractor expenses;
- (b) within 2 business days of the SOW Start Date, Baseel will be entitled to invoice 50% of the charges agreed in the SoW together with any irrecoverable expenses incurred in anticipation of the commencement of the Services, including (but not limited to) travel and accommodation expenses;
- (c) less than one business day of the SOW Start Date Baseel will be entitled to invoice the Customer 100% of the charges agreed in the contract together with any irrecoverable expenses incurred in anticipation of the commencement of the Services, including (but not limited to) travel and accommodation expenses.

8.2 Termination – Other Causes

Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement, if:

- (a) the other party commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (b) an order is made or a resolution is passed for the winding up of the other party; or
- (c) a receiver is appointed of any of the other party's assets or undertaking; or
- (d) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
- (e) the other party ceases, or threatens to cease, to trade; or
- (f) the other party takes or suffers any similar or analogous action in any jurisdiction, in consequence, or debt.

- 8.2.1 Baseel may terminate this Agreement on giving 7 calendar days' notice in writing to the Customer if the Customer fails to pay any sum due to Baseel and such sum remains unpaid for 14 days after the date of due payment or in the event of a force majeure event as described in clause 10.
- 8.2.2 Termination of the Agreement, however, arising, will not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision implicitly surviving termination.
- 8.2.3 On termination of the Agreement, Baseel will cease to be required to provide any Services, and any unpaid invoices will become due and payable.

9 CONFIDENTIALITY

9.1 Subject to Clause 9.2 each party shall treat as confidential all information obtained from the other pursuant to this Agreement, and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent. Each party shall ensure that its employees are aware of and comply with the provision of this Clause.

Clause 9.1 shall not apply to information which:

- a) was rightfully in the possession of such a party prior to this Agreement;
- b) is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause);
- c) where applicable, is requested by the regulators or other compliance bodies under the quality assurance requirements which oblige Baseel to release directly to them, without any additional consent, approval or permission of the Customer, (i) all Reports on Compliance and related assessment results generated in connection with the provision of the Compliance Services, including without limitation, working papers, notes and other materials and information generated in connection with the Compliance Services and (ii) any and all additional agreements or other materials necessary to enable the compliance assessor to comply with the Regulators or Compliance Bodies' Disclosure Compliance Requirements. For the avoidance of doubt, the Customer hereby irrevocably authorises Baseel to provide such information as is requested by the regulators or compliance bodies. Baseel shall keep such information for the period of minimum of 3 years after the end date data of the compliance assessment or for longer duration to meet specific compliance needs.

9.2 The Customer will keep in strict confidence all technical or commercial know how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by Baseel or its agents, and any other confidential information concerning Baseel's business or its products which the Customer may obtain. The Customer will restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging the Customer's obligations to Baseel, and will ensure that such employees, agents or sub-contractors are subject to obligations or confidentiality corresponding to those which bind the Customer.

9.3 All materials, equipment and tools, drawings, specifications and data supplied by Baseel to the Customer will at all times be and remain the exclusive property of Baseel, but will be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Baseel, and will not be disposed of or used other than in accordance with Baseel's written instructions or authorisation.

10 DATA PROTECTION

10.1 In the course of providing the Services, Baseel will have access to and process personal data of the Customer's employees, contractors, agents and customers as a data processor acting on behalf of the Customer. Baseel will act in accordance with the reasonable instructions of the Customer and the terms of this Agreement in relation to the processing of such personal data, and will not process the personal data for any other purpose not expressly authorised.

10.2 Baseel will implement appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data, and against the accidental loss or destruction of, or damage to personal data.

10.3 Baseel will process personal data relating to employees or contractors of the Customer for the purposes of fulfilling the Services and for marketing purposes. Requests to Baseel to stop processing for marketing purposes to be made in writing to: The Data Protection Officer, Baseel Limited, 1 Gloucester Drive, London, NW11 6BH, UK or by emailing to info@baseel.co.uk.

11 FORCE MAJEURE

11.1 Baseel will have no liability to the Customer under the Agreement if it is prevented from, or delayed in, performing its obligations under the Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Baseel or any other party), failure of a utility service or transport network (including but not limited to the Internet or any Internet access or connectivity), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

12 MISCELLANEOUS TERMS

12.1 This Agreement constitutes the entire agreement between the parties.

12.2 Subject to clause 6, this Agreement may only be varied in writing signed by a duly authorised representative of Baseel.

12.3 A waiver of any right under the Agreement is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

12.4 The following clauses are expressly stated to survive the termination of this Agreement: liability, termination, data protection and confidentiality.

12.5 If any provision of the Agreement is found by any court or competent administrative body to be invalid, unenforceable or illegal, the other provisions will remain in force, and the invalid or unenforceable part will be deleted.

12.6 Baseel shall perform the Services as an independent contractor, and nothing contained in this Agreement shall be construed to create or imply a joint venture, partnership, agency or employment relationship between the parties.

- 12.7 Each of the parties acknowledges and agrees that in entering into the Agreement it does not rely on any representation, warranty or understanding of any person relating to the subject matter of this agreement.
- 12.8 The Customer will not, without the prior written consent of Baseel, assign, transfer, charge, sub-contract or deal with all or any of its rights or obligations under the Agreement. Baseel may at any time assign, or transfer, all or any of its rights or obligations under the Agreement.
- 12.9 The parties expressly acknowledge and accept that no third-party rights are, or are intended to be created by this Agreement. Accordingly, the provisions of the Third Party (Contract Rights) Act 1999 are hereby expressly excluded.
- 12.10 The Agreement is governed by and construed in accordance with the law of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement.
- 12.11 Any notice or other communication under or in connection with this Agreement must be in writing to the address of the parties set out in this Agreement and made in one of the following manners and will be deemed to have been received at the following time:-

<u>Manner of Delivery</u>	<u>Assumed Time of Delivery</u>
Personally	When delivered to the recipient's address
First class post pre-paid recorded delivery within the United Kingdom	Two days after posting
First class post pre-paid recorded delivery by airmail outside the United Kingdom	Six days after posting
Fax	When the sender's fax machine issues a report showing the notice as having been duly sent to the recipient's number

In witness whereof the following individuals have executed this Agreement the last date below:

Signed on behalf of Baseel

Signed on behalf of the Customer

Name: Paresh Deshmukh
 Position: Managing Partner
 Email: paresh@baseel.co.uk
 Date:

Name: XXXXXX
 Position: XXXXXX
 Email: XXXXXX
 Date: