



DATED [TBC]

COMPANY LIMITED (1)

AND

HUDDL LIMITED (2)

CLIENT AGREEMENT

**Huddl Master Services Agreement Client v3.6.3
Template**

This Agreement is dated

PARTIES

- (1) **Company Limited** a company incorporated in the U.K. under Company Number [TBC] whose corporate office is located at [Address] ("**the Company**")
- (2) **Huddl Limited** a company incorporated in England under Company Number 12240835 and whose registered office is c/o Finlayson & Co, Whitby Court, Abbey Road, Shepley, Huddersfield HD8 8EL ("**The Supplier**")

IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation apply to this Agreement (unless the context otherwise requires).

Business of the Company: [TBC]

Capacity: as agent, Consultant, director, employee, owner, partner, shareholder or in any other capacity.

Commencement Date: [TBC]

Company Policies: the following policies of Company: [TBC]

Company 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 Company or its customers, clients and business contacts and any equipment, keys, hardware or software provided for the Supplier's use by the Company during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Supplier, on the computer systems or other electronic equipment of the Company, or the Supplier 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 Company for the time being confidential to the Company and any trade secrets including, without limitation, technical data and know how relating to the Business of the Company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, and including (but not limited to) information that the Supplier or the Personnel creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Consultant: Any **Personnel** provided by the Supplier, including any **substitutes** or other provided consistent with any of the provisions in this agreement.

Customer: Any organisation with which the Company enters into a contractual

agreement for provision of Services.

Delivery Dates: the date specified for each element of the Services as set out in the deliverables table within the Statement of Works.

Engagement: The engagement of the Supplier by the Company on the terms of this Agreement.

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

Intellectual Property Rights: Patents, rights to Inventions, copyright and related rights, trade marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of, confidential information (including knowhow and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist in the future in any part of the world. Note that this does not extend to the Supplier's own intellectual property and works developed prior to the engagement with the Company.

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

Permitted Retention: the withholding of payment by the Company sums invoiced by the Supplier pursuant to clause 6.2.

Personnel: any employees or agents of the Supplier who by virtue of this agreement, or consequent to it, have access to material, data, or any other information relating to activity carried out by the Company.

Reputable Insurers: insurance companies known and established within the industry in the provision of Insurance Policies.

Sector: a specific component part of the economy into which services are provided and distinguished by virtue of a unique combination of processes, products and/or regulation pertaining to the sector.

Services: The services provided by the Supplier for the Company as more particularly described in the Statement of Work and such additional services as may be agreed between the parties from time to time.

Substitute: A substitute engaged by the Supplier under the terms of clause 3.4.

Statement of Work: The delivery agreement between the Company and the Supplier specifying the services to be provided to the Company by the Supplier.

Termination Date: The date of termination of this Agreement, however arising.

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Supplier in connection with the provision of the Services.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is enforced 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.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 The Schedules to this Agreement form part of (and are incorporated into) this Agreement.

2 APPOINTMENT

- 2.1 The Company shall engage the Supplier to provide the Services pursuant to the terms of this Agreement.
- 2.2 The Engagement will commence on the Commencement Date and will continue unless and until terminated as provided by the terms of this Agreement.

3 DUTIES AND OBLIGATIONS

- 3.1 During the Engagement the Supplier shall:
 - a) provide the Services with all due care, skill and ability and use reasonable endeavours to promote the interests of the Company;
 - b) be suitably experienced and able to perform the Services; the Supplier shall be expected to raise any concerns regarding their experience and capability as soon as such concern arises;
 - c) provide the Services at such premises as the Company may require,
 - d) promptly give to the Company all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the Business of the Company, liaise with the Company's representatives for the purposes of successfully delivering the Services and ensure that the Services are provided in accordance with the Company's existing business practices and policies; and,
 - e) subject to any provision which is contrary in this Agreement, the Supplier shall be free to perform the Services at such time and in such manner as they may determine.

- 3.2 The Supplier shall provide their services and fulfil their contractual duties without supervision, monitoring or direction, save for co-ordination that is essential, fundamental and normal where services are provided as part of a team, or complex programme of delivery.
- 3.3 If the Supplier is unable to provide the Services due to illness or injury, the Supplier shall advise the Company of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 6 in respect of any period during which the Services are not provided.
- 3.4 The Supplier shall provide the services using suitably qualified personnel of their own choosing. The Supplier reserves the right to substitute any personnel, provided the Company is reasonably satisfied that the substitute possesses the necessary skills and qualifications for the satisfactory completion of the services, The Supplier will remain liable for the services completed by substitute personnel and will bear any costs of effecting acceptable substitution.
- 3.5 In the event of the Supplier being unable to supply the required services, the Company may terminate the Agreement forthwith.
- 3.6 The Supplier shall use their reasonable endeavours to ensure that they are available at all times on reasonable notice to provide such reasonable assistance or information as the Company may require.
- 3.7 During the term of the engagement the Company will provide equipment for the duration of this agreement.
- 3.8 Unless it or they have been specifically authorised to do so by the Company in writing:
- a) the Supplier shall not have any authority to incur any expenditure in the name of or for the account of the Company; and
 - b) the Supplier shall not hold themselves out as having authority to bind the Company.
- 3.9 The Supplier shall comply with all reasonable standards of safety and comply with the Company's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Company any unsafe working conditions or practices.
- 3.10 The Supplier shall comply with the Company's policies which include [TO BE COMPLETED BY THE COMPANY];
- 3.11 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;
 - b) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier or the Personnel in connection with the performance of this Agreement; and

- c) ensure that all persons associated with the Supplier or other persons who are performing services in connection with this Agreement comply with this clause 3.11
- 3.12 Failure to comply with clause 3.11 may result in the immediate termination of this Agreement.
- 3.13 For the purpose of clause 3.11, a person associated with the Supplier includes but is not limited to any Substitute for the Supplier, Consultants provided by the Supplier, and any other personnel involved with delivery of the Services.

4 SERVICE TYPE

- 4.1 Services are described by reference to the Service Type as follows:
 - a) Delivery Lead, where the Supplier is entirely responsible for Service performance ("Delivery Lead")
 - b) Delivery Support, where the Supplier's Service performance is at the direction of the Company ("Delivery Manager")
 - c) Capacity Provision, where the Supplier's Services consist of the making available of Supplier resource who work to the direction of the Company

5 STATEMENT OF WORK

- 5.1 The Company may request that the Supplier enter into a SoW following the procedure detailed below:
 - a) the Company may issue a draft requirement for Services to the Supplier;
 - b) the Company shall arrange a date for a meeting between the Supplier and the Company to discuss the draft requirement within fifteen (15) Business Days
 - c) the Supplier shall issue within ten (10) Business Days (or sooner where requested by the Company) a draft Statement of Work
- 5.2 the draft Statement of Work should be substantially in the form set out at Schedule 1 (Template Statement of Work) and shall include a statement of Service Types (consistent with the Master Services Agreement Specification), and the relevant Programme and its desired outcomes and objectives as described by the Company
- 5.3 the Company and the Supplier shall discuss and agree such documents and shall prepare a final Statement of Work which shall be substantially in the form set out at Schedule 1 (Template Statement of Work);
- 5.4 Each Statement of Work will include the charges and payment schedule. In preparing any statement of Charges the Supplier shall ensure that such Charges are consistent with the terms of 6. CHARGES AND INVOICING
- 5.5 No proposed SoW shall be completed or enforceable by the Parties until such time as it has been properly executed and issued by the Supplier and the Company

6 CHARGES AND INVOICING

- 6.1 The Company shall pay the Supplier the charges set out in the Statement of Work, (plus VAT, if applicable) for the Services provided by the Supplier.
- 6.2 All charges and expenses shall be invoiced by the Supplier monthly in arrears and shall save where there is a Permitted Retention be payable by the Company at the end of the month following the month of issue, within the agreed payment terms.
- 6.3 It is the Supplier's responsibility to ensure that timesheets and any associated reporting of delivery progress – which must be submitted in accordance with any reporting requirement agreed by the Company, align with the monthly invoice presented by the Supplier for payment by the Company in respect to days, and part days, billed. Payment in full or in part of the fees claimed under clause 6 shall be without prejudice to any claims or rights of the Company against the Supplier in respect of the provision of the Services.

7 OTHER ACTIVITIES

- 7.1 Nothing in this Agreement shall prevent the Supplier from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Engagement provided that:
- a) such activity does not cause a breach of any of the Supplier's obligations under this agreement;
 - b) the timing of such activity is planned in conjunction with the Company so as not to disrupt the Company's service to its customers where the Supplier is engaged in the provision of those services.

8 CONFIDENTIAL INFORMATION AND COMPANY PROPERTY

- 8.1 The Supplier acknowledges that in the course of the Engagement they 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, either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:
- a) any use or disclosure authorised by the Company 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 The Supplier shall not remove any Company Property from the Company's premises or otherwise unless such removal has been authorised by the Company in writing.
- 8.4 At any stage during the Engagement, the Supplier will promptly on request return to the Company all and any Company Property in his possession.

9 DATA PROTECTION

- 9.1 The Supplier consents to the Company holding and processing data (relating to supplier personnel) for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Personnel including, as appropriate:
- a) information about their physical or mental health or condition in order to monitor sickness absence;
 - b) their racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and,
 - c) information relating to any criminal proceedings in which they have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.
- 9.2 The Supplier consents to the Company making such information available to those who provide products or services to the Company such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the Company or any part of its business.
- 9.3 The Supplier shall comply with the Company's data protection policy and relevant obligations under the Data Protection Act 1998, the Data Protection Act 2018 (DPA 2018), and the General Data Protection Regulation (GDPR) as it applies in the UK, and associated codes of practice when processing personal data relating to any employee, worker, customer, client, supplier or agent of the Company. These are available in the Company shared data area or on request.

10 INTELLECTUAL PROPERTY

- 10.1 The statements in clause 10 do not extend to the Supplier's own intellectual property and works developed prior to the Engagement with the Company.
- 10.2 Intellectual Property Rights related to the Works and the Inventions created during the Engagement period between the Company and the Supplier will be shared, providing that the Supplier has obtained written agreement from the Company to use those Works and Inventions.
- 10.3 For Intellectual Property Rights related to the Works and the Inventions created by the Company and not developed within the Engagement period between the Supplier and the Company, The Supplier undertakes to the Company:
- a) to keep confidential the details of the Company's Works and Inventions; and,
 - b) The Supplier warrants that it has not given and will not give permission to any third party to use any of the Works or the Inventions nor any of the Intellectual Property Rights in the Works.
- 10.4 The Supplier agrees to indemnify the Company and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Company, or for which the Company may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Supplier to the Company during the course of providing the

Services. The Supplier shall maintain adequate liability insurance coverage. The Company may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payment due to the Supplier.

- 10.5 The Supplier confirms that any Personnel have given written undertakings in the same terms to the Supplier.
- 10.6 The Supplier acknowledges that no further remuneration or compensation other than that provided for in this Agreement is or may become due to the Supplier in respect of the performance of its obligations under this clause 10.

11 INSURANCE AND LIABILITY

- 11.1 The Supplier shall have liability for and shall indemnify the Company for any insured loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Supplier or any Substitute, Consultant, or personnel engaged by them under the terms of this Agreement including any negligent or reckless act, 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 The Supplier shall ensure that the Insurance Policies are taken out with Reputable Insurers and give a minimum level of cover of £2M for Professional Indemnity and £2M for public and product liability.
- 11.3 The Supplier shall on request supply to the Company copies of the Insurance Policies and evidence that the relevant premiums have been paid.
- 11.4 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 Company without delay.
- 11.5 The Supplier confirms that any Personnel have given written undertakings in the same terms to the Supplier with regard to the foregoing within this clause 11.

12 TERMINATION

- 12.1 Subject to clause 12.4 below, this Agreement may be terminated without penalty by either party giving to the other party 30 (thirty) days' notice in writing.
- 12.2 In the event of cessation of a Company Engagement such that notice is less than that stated in clause 12.1, where such cessation is not as a consequence of the Customer ceasing to trade or any insolvency event (such as entering administration) and where clause 12.1 does not apply to the Supplier, the Supplier may levy on the Company a charge equal to 50% of the value of any unbilled days or relevant charges excluding expenses that would otherwise be incurred in the 30 days from notice of foreclosure.
- 12.3 The Supplier acknowledges that once its Services have been confirmed by the Company in accordance with this agreement, it will be subject to a cancellation penalty payable by the Supplier to the Company equal to 100% of the Supplier's daily charge excluding expenses for each contracted day in the immediately ensuing 30 (thirty) days

not delivered by the Supplier if less than 30 (thirty) days' notice is given by the Supplier of such cancellation.

12.4 Notwithstanding the provisions of clause 12.1 the Company may terminate the Engagement, or the relevant part of an Engagement, with immediate effect without notice and without any liability to make any further payment to the Supplier (other than in respect of amounts accrued before the Termination Date) if at any time:

- a) the Supplier commits any gross misconduct materially affecting the Business of the Company;
- b) the Supplier 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 requirements of the Company;
- c) the Supplier 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) the Supplier is, in the reasonable opinion of the Company, negligent or incompetent in the performance of the Services;
- e) the Supplier is declared, insolvent, or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against them, or their company, under the County Court Act 1984;
- f) when the services are being supplied in a sector, or for a customer, and for the relevant part of an Engagement, where bankruptcy is specifically debarred, a Substitute or Consultant deployed by the Supplier is declared bankrupt, or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them, or their company, under the County Court Act 1984, and the Supplier is unable to supply a suitable substitute;
- g) the Supplier makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Supplier;
- h) the Supplier is incapacitated (including by reason of illness or accident) from providing the Services, including the provision of a suitable Substitute, for an aggregate period of 10 days in any 4-week consecutive period, and a suitably qualified substitute has not been provided;
- i) the Supplier commits any fraud or dishonesty or acts in any manner which in the opinion of the Company brings or is likely to bring the Supplier or the Company into disrepute or is materially adverse to the interests of the Company;
- j) cover under any of the Insurance Policies shall lapse or not be renewed or be changed in any material way;

- k) the Supplier commits any breach of the Policies and Company procedures which reasonably apply to them or,
 - l) the Supplier commits any offence under the Bribery Act 2010.
- 12.5 The rights of the Company under clause 12.4 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 Company in exercising its rights to terminate shall not constitute a waiver of these rights.
- 12.6 The parties acknowledge that the Company is not obliged to offer an extension to this contract, nor at its conclusion, to offer an alternative contract to provide services.
- 12.7 The parties acknowledge that the Supplier is not obliged to accept any offer by the Company of an extension to this contract or any alternative contract.

13 OBLIGATIONS ON TERMINATION

On the Termination Date the Supplier shall:

- a) immediately deliver to the Company all Company Property which is in their possession or under their control;
- b) irretrievably delete any Confidential Information and information relating to the Business of the Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of the Company; and
- c) if requested by the Company, provide a signed statement that they have complied fully with their obligations under this clause 13.

14 PROTECTION OF THE SUPPLIER'S BUSINESS INTERESTS

- 14.1 In order to protect the Confidential Information and clients and business connections of the Supplier the Client shall not:
 - a) solicit or endeavour to entice away from the Supplier any Supplier personnel who have been engaged with the Client through a Statement of Work
- 14.2 The Client agrees that the restrictions imposed within this Agreement are reasonable and necessary for the protection of the Company's legitimate business interests

15 STATUS

- 15.1 The relationship of the Supplier to the Company will be that of independent contractor and nothing in this Agreement shall render themselves an employee, worker, agent or partner of the Company and the Supplier shall not hold themselves out as such.

15.2 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 and shall indemnify the Company for and in respect of:

- 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 either the performance of the Services or any payment or benefit received by them in respect of the Services, where such recovery is not prohibited by law. The Supplier shall further indemnify the Company against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
- b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the them or any Substitute against the Company arising out of or in connection with the provision of the Services.

15.3 The Company may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Supplier.

16 NOTICES

16.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be either:

- a) delivered by hand or by pre-paid first-class post or other next working day delivery service to;

The Company
[TBC]
[Address]

The Supplier
The Managing Director,
Huddl Limited,
The Leeming Building,
Ludgate Hill,
Leeds.
LS2 7HZ

- b) sent by email to tupton@huddlteam.co.uk or jabbott@huddlteam.co.uk

- c) sent by email to [Company.Contact]@[Company]

16.2 Any notice shall be deemed to have been received:

- a) if delivered by hand, on signature of a delivery receipt;
- b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- c) if sent by email, on receipt of a read receipt notification.

- 16.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17 ENTIRE AGREEMENT

- 17.1 This Agreement constitutes the entire overarching Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 This agreement will always be supported by a Statement of Work for the provision of specific services to a customer. In the event of a conflict between this Agreement and the Statement of Work, the Statement of Work shall have precedence.
- 17.3 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or associated Statements of Work.
- 17.4 Nothing in this clause shall limit or exclude any liability for fraud.

18 VARIATION

No variation of this Agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

20 THIRD PARTY RIGHTS

- 20.1 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.
- 20.2 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 other person.

21 GOVERNING LAW

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.

22 JURISDICTION

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

Signed by [TBC] for and on behalf of [TBC]

.....
Role – TBC]

Date: [TBC]

Signed by Tim Upton for and on behalf of **Huddl Ltd**

.....
Director

Date: [TBC]

SCHEDULE 1

STATEMENT OF WORK

THIS STATEMENT OF WORK (the “STATEMENT OF WORK” or “SoW”) is made between **Company Limited** and Huddl Ltd

Company entered into a Master Services Agreement dated **(insert date)** (“the Agreement”) under the terms of which the Supplier agreed to supply services to the Company in accordance with individually negotiated contracts referred to within the Agreement as Statements of Work (each an “SOW”)

This document is **SoW [1]** made under the terms of the Agreement.

IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

In this STATEMENT OF WORK, unless expressly stated to the contrary, all defined terms shall have the meaning set out in the Master Services Agreement.

This STATEMENT OF WORK expressly incorporates the terms of the Master Services Agreement

2. Services and Deliverables

This Statement of Work (Schedule xx) is [detail tbc].

The Supplier shall deliver the client the following Services [detail tbc].

The Supplier shall deliver to the Client the following Deliverables [detail tbc].

3. Dates

The Services to be supplied pursuant to this STATEMENT OF WORK shall commence on [insert date] and terminate on [insert date].

4. Fees

The Fees for the Services shall be as follows:

- £ [tbc].
- Any specific Conditions relating to Service Type
- Fees will be invoiced on the last Friday of the Calendar month in arrears.
- Expenses will be itemised and charged at cost.

IN WITNESS WHEREOF the duly authorised representatives of the Parties hereto have executed this STATEMENT OF WORK as of the day first above written.

Company	Supplier
Signed _____	Signed _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____