

COMMERCIAL PARTNERS LTD

SERVICES AGREEMENT

THIS AGREEMENT is made the X ("Effective Date")

BETWEEN:

Commercial Partners Ltd ("CP") , 7 The Firs, Limpley Stoke, Bath BA2 7GQ, registered company number 12835126; and

Y, ("Client")

WHEREAS:

Client has engaged CP to deliver specific services/ outcomes ("Consulting Services", set out in Schedule 1). Then the Company is willing to act in such capacity, all upon the terms and conditions hereinafter set forth.

In consideration of the premises and the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Consulting Arrangement.**

Subject to the terms and conditions of this Agreement, effective as of the date of this Agreement (the "Effective Date"), Client hereby retains CP, and the Company hereby agrees to accept the engagement, as a supplier of Consulting Services for the duration of this Agreement.

**2. Term.**

- (a) This Agreement will commence on the "Effective Date" and continue until terminated pursuant to the terms of Section 6 hereof (the "Term").
- (b) The Consulting Services will commence on or before X (the Service Commencement Date).

**3. Duties.**

- (a) CP is engaged as a professional services company with the ability to take ownership of the assignment and accept responsibility for proper performance of the agreed Consulting Services (listed in Schedule 1) without requiring supervision or control by Client. CP is not an employee, agent or partner of Client and shall remain an independent services supplier at all times during the Term. This Agreement is a contract for services and outcomes and not a contract of service.
- (b) CP has the right to supply a substitute resource(s) of equivalent knowledge and expertise and Client does not have the right to refuse the replacement unless, in their reasonable view, the replacement is not sufficiently qualified to undertake the work.
- (c) Client undertakes to provide all Dependencies as listed in Schedule 1.
- (d) CP covenants as follows:
  - (1) in undertaking activities under this Agreement the Client, shall at all times observe and comply with the terms of Client's policies and procedures and such other applicable policies and procedures from time to time in force;
  - (2) it shall, where services are provided at a Client site, not limited to the Work Location, ensure that their consultant(s) observe and comply with such policies and procedures of the Client as are applicable to the services provided;
  - (3) it shall, at all times when acting hereunder, ensure that it conducts itself in such a way as not to damage the reputation or customer relationships of Client and shall use all reasonable skill; and
  - (4) it shall not enter into any work for any third parties which may give rise to a conflict of interest with the interests of Client.

**4. Fees.**

- (a) The fees payable to CP for performance of the Consulting Services to fulfil this agreement will be as defined in Schedule 1.
- (b) For fees derived from chargeable days, a "Chargeable Day" is a minimum of 8 hours' work, authorised by Client, done at the specified Work Location(s).
- (c) The total number of chargeable days shall not exceed that specified in Schedule 1 unless it has been agreed in advance and in writing (email being acceptable).
- (d) If the provision of the Consulting Service requires CP's Consultant(s) to visit the Client's location(s), other than the Work Location, then, subject to Client's prior written authorisation, CP may charge such reasonable travel and subsistence expenses as provided for and approved in accordance with the Client's travel policy.
- (e) On a monthly basis and within 30 days after the presentation of an invoice for Consultancy Services and any related expenses provided by CP, Client shall pay to CP, by cheque or credit to an account specified by CP, the Payment Amount and Expenses due.

## **5. Confidentiality.**

- (a) Except with the prior written consent of CP, Client shall maintain confidentiality both during the Term and thereafter with respect to the existence and conduct of this Agreement and all non-public information of Client and CP which may come into its possession as a result of performance of the Consulting Services. Upon termination of this Agreement both parties agree to return all copies of any confidential information which they receive pursuant to this Agreement or any Transactions. Client and CP shall each use its reasonable endeavours to ensure that their respective officers, partners, directors, stockholders, employees, representatives and agents also maintain the confidentiality of such information.
- (b) If so requested by Client, CP shall secure a specific written undertaking of confidentiality from their Consultant(s) prior to engaging in the work or at any time during the engagement.
- (c) Confidential Information means:
  - 1) any information of a confidential nature; whether trade secrets, other private or secret information including secrets and information relating to corporate strategy, business development plans, product designs, intellectual property, business contacts, terms of business with customers and potential customers and/or suppliers, annual budgets, management accounts and other financial information; and/or
  - 2) any confidential report or research undertaken by or for CP or any Group Company before or during the course of the Client's engagement; and/or
  - 3) lists or compilations of the names and contact details of the individuals or clients and counterparts with whom CP or Client transacts business; and/or
  - 4) details of all of software, training manuals and training materials, data structures, systems or services developed, supported or marketed including but not limited to all materials, configuration or code generated by the Company during the course of the engagement; and/or
  - 5) information so designated by Client of CP that has been supplied to either party subject to any obligation of confidentiality.

## **6. Termination.**

- (a) Anything herein to the contrary notwithstanding, this Agreement may be terminated prior to the end of the Term:
  - 1) by mutual written agreement of CP and Client;
  - 2) immediately by CP if in the reasonable opinion of CP the Client breaches this Agreement or any covenants contained therein or any representation and warranty is or becomes untrue or incorrect; or
  - 3) immediately by either party if the other commits a serious breach of this Agreement or should become insolvent.

- (b) Following the termination of this Agreement pursuant to this Section 6, neither party shall have any further obligations to the other hereunder, except for the obligation of Client to pay any accrued but unpaid Payment Amounts and the Company's obligations under clause 5.
- (c) Following termination of this agreement, the Client agrees to return to CP all Asmore property, including documentation and correspondence plus all materials and equipment provided for use. Where any materials or equipment are not returned, or are returned in a defective state, the CP retains the right to add the replacement value of said goods to the final invoice for Consulting Service or, if this is insufficient, to seek recompense under the terms of Client's insurance policies for any balance remaining.

#### **8. Representations and Warranties.**

Client hereby represents, warrants, and undertakes to CP (which representations, warranties and undertakings shall be deemed to be on a continuing basis) that:

- (a) this Agreement is, or when executed will be, a legal, valid and binding obligation, enforceable against it in accordance with the terms thereof;
- (b) there are no actions, proceedings or claims pending or, to the best knowledge of the Company, threatened against the Company, the adverse determination of which might affect the validity or enforceability of, or its ability to perform its obligations under, this Agreement;
- (c) it has obtained and will maintain for the duration of this Agreement professional indemnity insurance in respect of due and proper performance of the Services in the sum of £1,000,000 (one million pounds sterling) with a reputable insurance company;
- (d) it has obtained and will maintain for the duration of the Agreement public and products liability insurance cover in respect of its liabilities arising out of or connected with this Agreement, including specific third party cover for negligent or accidental damage, data loss or personal injury to CP resource with a minimum value of £1,000,000 (one million pounds sterling) with a reputable insurance company;
- (e) it is duly organised and validly existing under the laws of the jurisdiction of its incorporation, and has full power and authority to execute and deliver this Agreement and to perform its obligations under the provisions of this Agreement;
- (f) it shall inform CP of any material change to the accuracy of any information provided;
- (g) it shall provide CP upon request with any additional documentation or information which is required by CP for the performance of its business or as required by law.

**9. Notices.**

All notices, demands and communications required or permitted to be given under this Agreement shall be sufficient if in writing and shall be deemed to have been duly given on the date received if delivered personally or by confirmed fax transmission or seven days after the date such notice, demand or communication is sent if sent by certified or registered mail, return receipt requested, postage pre-paid and addressed, or one day after the date such notice, demand or communication is sent if sent by overnight courier service to the parties at their respective addresses set forth above. Where sent by fax, notices shall be deemed to be received upon the sender receiving a successful fax transmission report.

**10. Modification.**

This Agreement may not be modified or amended nor may any term hereof be waived or discharged except in writing signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced.

**11. No Waiver.**

The failure or delay of a party at any time to require performance by the other of any provision expressed herein shall in no way affect such party's right thereafter to enforce such provision. A waiver by any party hereto of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by the other party.

**12. Interpretation and Entire Agreement.**

The headings in this Agreement are for reference purposes only and shall not limit or otherwise affect the meaning of this Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof.

**13. Invalidity.**

If any provision of this Agreement which is not material shall be declared illegal, void or unenforceable by any court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

**14. Execution in counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

**15. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

**16. Third Party Rights.**

Nothing in this Agreement is intended to confer any rights on any person not a party to this Agreement under the contract (Rights of Third Parties) Act 1999 and no consent of any such person shall be needed for the termination or amendment of this Agreement or any terms hereunder.

**17. Data Protection.**

CP may hold computer records and personal information relating to the Company and its Consultant(s) which may, where necessary, include sensitive data. CP requires such personal data for personnel, administration and management purposes and to comply with its obligations regarding the keeping of worker records. CP's right of access to this data is prescribed by law. CP has secured agreement from its Consultant(s) that it may process related personal data for administrative and management purposes and may, where necessary for those purposes, make such data available to its advisers, to parties providing products and/or services to Client, to regulatory authorities (including HMRC), to any potential purchaser of CP or its business on a confidential basis and as required by law.

**Schedule 1**

**Consulting Services**

The Consulting Services (as defined in Section 3(a) hereof) of CP shall include, but not be limited to the following:-

Description of Service	Work Location	Outcome	Fee

Dependencies CP has upon Client:

TBC

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written above.

For and on behalf of CP	For and on behalf of Client
Name:	Name:
Position:	Position:
Authorised Signature:	Authorised Signature:
Date:	Date: