



TERMS OF BUSINESS MASTER SERVICES AGREEMENT

THE PARTIES

- (1) M4 Digital Group Limited, (registered company no. 8624976; registered address of Castle Court, 6 Cathedral Road, Cardiff, CF11 9LJ ("**the Supplier**").
- (2) **End User Customer Name (registered company no.)** of **Address** ("**the End User Customer**") to whom the Services are Supplied or Introduced.

RECITALS

- (A) Where these Standard Terms and Conditions and the order confirmation have mutual conflicts, the terms as stated in the Standard Terms and Conditions take priority. Invalidity of any clause of the Standard Terms and Conditions and/or an agreement to which these conditions apply, does not impact the validity of the remaining statements of these Standard Terms and Conditions. The Supplier warrants that it has all necessary consents, permissions and authorities to grant all rights and perform all obligations under this Agreement.
- (B) The Supplier will supply a Consultants to the End User Customer to provide the Services to the End User Customer on the terms and subject to the conditions of this agreement ("**Agreement**").

IT IS AGREED as follows:

1. DEFINITIONS

- 1.1. In the Agreement the following definitions apply, unless the context otherwise requires:

"Agreement"	means the agreement between the Supplier and the End User Customer, incorporating the terms and conditions contained herein, the schedules and the worksheets.
"Assignment"	means the period during which the Consultancy is supplied by the Supplier to provide the Consultancy Services to the End User Customer;
"End User Customer"	means person, firm or corporate body to whom the Consultancy is provided and supplied by the Supplier.
"Consultant"	means the associate, person, employee, firm or corporate body deployed to the End User Customer by the Supplier to carry out an Assignment
"Services"	means all or any part of the work or services to be performed by the Consultants detailed herein and in the schedules.
"Supply"	means the supply of Services to the End User Customer by the Consultant through the Supplier.
"Charges"	means the charges as notified to the End User Customer at the commencement of the Assignment and which may be varied by the Supplier from time to time during the Assignment.

- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

- 1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- 2.1. This Agreement together with the Schedules constitute the entire agreement between the Supplier and the End User Customer for the supply of the Services to the End User Customer, and for the avoidance of doubt, shall prevail over any terms of business or purchase conditions (or similar) put forward by the End User Customer.
- 2.2. No variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between a Director of the Supplier and the End User Customer and are set out in writing and a copy of the varied terms is given to the End User Customer stating the date on or after which such varied terms shall apply.
- 2.3. The End User Customer acknowledges that the Supplier may supply Consultants to perform the Services and where the assigned Consultant is unable to provide any part of the Services for whatever reason the supplier shall be entitled to assign or sub-contract the performance of the Services provided that the Supplier and the End User Customer are reasonably satisfied that the assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the Consultancy Services to the required standard and that the terms of any such assignment or sub-contract contain the same obligations imposed by the agreement between the End User Customer and the Supplier.
- 2.4. The End User Customer acknowledges that the Consultant shall be permitted to determine how it will provide the Services and will have the flexibility to determine the number of hours required and the times worked, to complete the Services, subject to the Consultant complying with any reasonable operational requirements of the End User Customer. The Consultant will be at liberty to determine the location at which it will provide the Services, but where the Services are undertaken at the End User Customer's site, the Consultant will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to the End User Customer's site.

3. CONFLICT OR INCONSISTENCY

- 3.1. Any conflict or inconsistency between the provisions of this agreement and any executed Schedule of work shall be resolved by giving precedence to the executed Schedule of Work under which the services are to be performed and then to this agreement.

4. VERIFICATION OF EXECUTION OF THE SERVICES

- 4.1. At the end of each month of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than 1 month or is completed or finished before the end of a month) the End User Customer shall verify the execution of the Consultancy Services by signature of a form provided to the End User Customer for this purpose.
- 4.2. Verification by the End User Customer of the execution of the Services constitutes acceptance by the End User Customer that the Services have been provided satisfactorily and in accordance with this Agreement. Failure to verify execution in writing does not affect the End User Customer's obligation to pay the supplier in respect of the work done.

5. CHARGES

- 5.1. The End User Customer agrees to pay the Charges. VAT is payable at the applicable rate on the entirety of the Charges.
- 5.2. The Supplier reserves the right to vary the Charges agreed with the End User Customer, by giving written notice to the End User Customer, in order to comply with any additional liability imposed by statute or other legal requirement or entitlement.
- 5.3. The Supplier shall invoice the End User Customer monthly for Fees and Expenses. Any such invoice shall be payable by cheque or wire transfer thirty (30) days from the receipt thereof. Late payments shall accrue interest after 30 days from the date invoice was received until payment (both before and after judgement) at an annual rate of 5% above the then current base rate of Bank of England or at the statutory judgement rate, as applicable. In the event of any dispute with regard to a portion of an invoice, the undisputed portion shall be paid as normal.
- 5.4. The End User Customer's obligations under this clause 5 shall be performed without any right of the End User Customer to invoke set-off, deductions, withholdings or other similar rights.

6. NON-SOLICITATION

- 6.1. During the term of this agreement or any applicable Schedule, neither Party (either directly or indirectly through a third party) shall solicit for employment, employ, contract with, nor engage the services of, or solicit business from, or otherwise retain, any employees, consultants, associates or sub-contractors of the other Party who have been directly involved in the activities covered by this Agreement or the applicable Schedule during the previous twelve (12) month period.

7. TERMINATION OF THE ASSIGNMENT

- 7.1. Either party may terminate the Assignment by giving to the other party in writing the period of notice specified in the Schedule.
- 7.2. Notwithstanding the provisions of clause 7.1 the End User Customer may terminate the Assignment forthwith by notice in writing to the Supplier where:
- 7.2.1. the Consultant has acted in breach of any statutory or other reasonable rules and regulations applicable to them while providing the Services; or
 - 7.2.2. the End User Customer reasonably believes that the Consultant has not observed any condition of confidentiality applicable to the Consultant from time to time; or
 - 7.2.3. the End User Customer is dissatisfied with the Consultant's provision of the Services.
- 7.3. The Supplier may terminate an Assignment forthwith by notice in writing if:
- 7.3.1. the End User Customer is in willful or persistent breach of its obligations under this Agreement and where the breach is capable of being remedied, fails to remedy the breach within 7 days of receiving written notice from the Supplier to do so; or
 - 7.3.2. the End User Customer fails to pay any amount which is due to the Supplier in full and on the date that the payment falls due; or
 - 7.3.3. the End User Customer is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
 - 7.3.4. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the End User Customer; or
 - 7.3.5. an order is made for the winding up of the End User Customer, or where the End User Customer passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or
 - 7.3.6. (where the End User Customer is an individual) the End User Customer dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

8. INTELLECTUAL PROPERTY RIGHTS

All copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Services by the Consultant or any third party to whom the Services are assigned or sub-contracted for the End User Customer during the Assignment shall belong to the End User Customer, save such rights as may be expressly owned or retained by the Consultant/Supplier and set out in the Schedule to this Agreement. Accordingly the Supplier shall use its reasonable endeavors to ensure that the Consultant shall execute all such documents and do all such acts in order to give effect to the End User Customer's rights pursuant to this clause.

9. CONFIDENTIALITY AND DATA PROTECTION

All information relating to a Supplier is confidential and where that information relates to an individual is also subject to the Data Protection Act 1998 and is provided solely for the purpose of providing Services to the End User Customer. Such information must not be used for any other purpose nor divulged to any third party and the End User Customer undertakes to abide by the provisions of the Data Protection Act 1998 in receiving and processing the data at all times. In addition information relating to the Supplier's must be kept confidential and not divulged to any third party, except information which is in the public domain.



10. LIABILITY

- 10.1. Whilst reasonable efforts are made by the Supplier to give satisfaction to the End User Customer by ensuring reasonable standards of skills, integrity and reliability from the Consultant and to provide the same in accordance with the Assignment details provided by the End User Customer, no liability is accepted by the Supplier for any loss, expense, damage, costs or delay arising from the failure to provide a Consultant for completion of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Consultant or if the Consultant terminates the Assignment for any reason. For the avoidance of doubt, the Supplier does not exclude liability for death or personal injury arising from its own negligence or for any other loss that it is not permitted to exclude under law.
- 10.2. The End User Customer shall advise the Supplier of any special health and safety matters about which the Supplier is required to inform the Consultant and about any requirements imposed by law or by any professional body, which must be satisfied if the Consultant is to fill the Assignment.
- The End User Customer will comply in all respects with all relevant statutes, by-laws, codes of practice and legal requirements including the provision of adequate Public Liability insurance in respect of the Consultancy.
- 10.3. The End User Customer shall indemnify and keep indemnified the Supplier against any costs, claims damages, expenses or liabilities incurred by the Supplier arising out of any Assignment or arising out of any non-compliance with and/ or as a result of any breach of this Agreement by the End User Customer.

11. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

12. OFF PAYROLL RESPONSIBILITIES

Unless specifically advised by the End User Customer prior to the commencement of this agreement, the entirety of this agreement and all services supplied hereunder are considered to be out of scope for Intermediaries Legislation (IR35).

13. SEVERABILITY

If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining provisions, which shall continue to be valid to the fullest extent permitted by applicable laws.

14. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed on behalf of the Supplier

I confirm I am authorised to sign this Agreement on behalf of the End User Customer.

Signed for and on behalf of the End User Customer

Print name

Date
