



THIS AGREEMENT is made between: MOBILISE CARE LTD incorporated and registered in England and Wales with company number 11896322 whose registered office is International House, 64 Nile Street, London, United Kingdom, N1 7SR ("Mobilise"); and [CLIENT NAME, ADDRESS] (the "Client").

BACKGROUND

- (a) Mobilise works with Local Authorities and Carer Support Organisations across the UK and provides digital support services to unpaid carers.
- (b) The Client wishes to provide access to Mobilise Essentials, a digital support infrastructure for carers in the Client's region of operation.
- (c) This Agreement sets out the basis on which Mobilise and the Client will work together.

AGREED TERMS

1. INTERPRETATION

1.1 In this Agreement, the following words and phrases shall have the following meanings:

Carer: an unpaid carer in the Client's region of operation.

Confidential Information: confidential information in whatever form relating to the business, affairs, technology or finances of a party (the "disclosing party") which is disclosed to or obtained by the other party (the "receiving party") in connection with the subject matter of this Agreement. The terms of this Agreement, including in relation to pricing, are Confidential Information.

Data Protection Legislation: all data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) as transposed into UK law under the European Union (Withdrawal) Act 2018 ("UK GDPR") and the Data Protection Act 2018, and all other legal and regulatory requirements which apply to a party relating to the processing of personal data.

Force Majeure Event: any circumstance not within a party's reasonable control, including



acts of God, natural disaster, epidemic, terrorist attack, civil commotion, armed conflict, utility failure, or action taken by a government or public authority.

Intellectual Property Rights: rights to inventions, copyright and related rights, moral rights, trade marks, domain names, rights in get-up, 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 confidential information, and all other intellectual property rights, in each case whether registered or unregistered, including all applications and rights to apply, and in any part of the world.

Service: the Mobilise Essentials service as described in the Schedule.

Start Date: the start date set out in the Schedule.

1.2 A reference to any person is to any individual, company, partnership or other body corporate.

1.3 A reference to any law is a reference to it and any subordinate legislation made under it, in each case as amended or re-enacted from time to time.

1.4 Phrases beginning with the words includes, including, in particular, for example and similar words shall be construed as illustrative and not exhaustive.

2. THE SERVICE

2.1 Mobilise shall, from the Start Date, provide the Service as described in the Schedule. Mobilise may delay the Start Date until the date falling two weeks after it has received both this signed Agreement and a valid purchase order for the initial fees payable under it (and if the Start Date is delayed then Mobilise may adjust any applicable targets in the Schedule to reflect the delay).

2.2 Mobilise shall provide the Service with reasonable skill and care, in accordance with applicable law, and as described in the Schedule in all material respects.

2.3 The Client acknowledges and agrees that:

- (a) Mobilise Essentials is a non-managed digital infrastructure service. It does not include proactive identification campaigns, account management, or managed service delivery;
- (b) The Service depends on third party online services (such as web hosting, WhatsApp infrastructure, and cloud platforms). Mobilise does not guarantee the continuous availability of those online services and will not be responsible for any interruption or downtime beyond its reasonable control;



- (c) Mobilise's support offering to Carers is standardised and will not be customised for the Client beyond the limited local configuration options described in the Schedule;
- (d) The Service provides a live dashboard only. It does not include scheduled reports, management packs, or inspection-ready outputs.

3. THE CLIENT'S OBLIGATIONS

3.1 The Client shall:

- (a) co-operate with Mobilise in all matters relating to the Service, in particular by responding promptly to Mobilise's requests for information or approvals;
- (b) refer Carers into the Service in accordance with the agreed onboarding process, including providing the minimum required data (postcode and contact route) with appropriate consent;
- (c) retain full safeguarding responsibility and maintain operational safeguarding processes for Carers referred to the Service;
- (d) list the Mobilise service on its website in order to assist Carer take-up of Mobilise's support service. Mobilise and the Client will agree the wording and placement of the listing to best promote Mobilise's support service.

3.2 If the Client does not perform its obligations, Mobilise will not be liable for any resulting delays or shortcomings in the performance of the Service.

4. FEES

4.1 The fees payable to Mobilise for the Service to be provided during the Initial Term (as defined in clause 9.1), and an invoicing schedule, are set out in the Schedule.

4.2 The fees payable to Mobilise for the Service to be provided during any extension of this Agreement's term will be agreed by the parties at the same time as agreeing the extension.

4.3 The Client will pay all undisputed invoices within thirty (30) days after their date, in each case by electronic transfer to Mobilise's nominated bank account. If any invoice is disputed the Client shall promptly after receipt of the invoice notify Mobilise in writing of the nature and amount of the dispute, and shall pay the undisputed portion pending resolution of the dispute.

4.4 All sums and fees stated in this Agreement are exclusive of VAT, which will be chargeable where applicable at the applicable rate.

4.5 If The Client does not pay any undisputed invoices by the due date, Mobilise may



suspend performance of the Service without liability and may charge interest and collection fees in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

5. CONFIDENTIAL INFORMATION

5.1 Subject to clause 5.2, the receiving party shall:

- (a) not use the Confidential Information for any purpose other than performing its obligations or exercising its rights under this Agreement;
- (b) not disclose the Confidential Information to any person other than its employees, consultants, contractors, insurers and advisors, in each case under obligations of confidence no less onerous than contained in this clause 5.1 and only to the extent necessary for the receiving party to perform its obligations or exercise its rights under this Agreement, or take advice in relation to its subject matter; and
- (c) take appropriate measures to ensure the continued confidentiality of the Confidential Information and to protect it from unauthorised use, access or disclosure (and in any event will take measures no less rigorous than those the receiving party takes in relation to its own Confidential Information).

5.2 The receiving party's obligations under clause 5.1 will not apply to any use or disclosure authorised by the disclosing party or required by law or to any information which is or has been made public other than through breach of clause 5.1.

6. DATA PROTECTION

6.1 The Client and Mobilise will each be acting as separate controllers in respect of any personal data processed under this Agreement ("controller", "personal data", and "processing" all having the meanings given in UK GDPR).

6.2 In particular, the parties anticipate that in connection with the Service:

- (a) each party will process business contact information and correspondence relating to the other party's personnel, and in doing so will process that data as a controller;
- (b) Mobilise will process information relating to Carers (and potentially the recipients of their care) in order to provide the Service, and in doing so will process that data as a controller;
- (c) Mobilise will provide the Client with access to aggregate usage data through the dashboard. This aggregate data is anonymous and not personal data;
- (d) The Client may view individual Carer records and manually export Carer data through the dashboard, processing this data as a controller;
- (e) In exceptional circumstances where disclosure without consent is permitted by law (e.g. where disclosure is necessary to protect a person's vital interests) Mobilise may disclose



information relating to a Carer or the recipient of his or her care to the Client, which the Client will process as controller.

6.3 Both parties shall comply with all applicable requirements of the Data Protection Legislation. Mobilise is not subject to the Care Act 2014, but recognises its importance, and in its interactions with the Client shall have regard to the Client's obligations under that Act.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Nothing in this Agreement will affect either party's ownership of its Intellectual Property Rights nor operate to grant to either party any licence under them except to the extent expressly set out in this Agreement.

7.2 If the Client provides Mobilise with any text, visual assets or other inputs for use in limited local configuration of the Service ("Client Inputs"), the Client grants to Mobilise a non-exclusive licence to use the Client Inputs for the purposes of providing the Service (which will be capable of sub-licence to Mobilise's relevant service providers as needed).

7.3 Mobilise will provide the Client with access to a live dashboard containing behavioural usage data and analytics. The Client may use this data for the Client's informational purposes. The Client shall not disseminate dashboard data or reports (other than to the Client's relevant external advisors and stakeholders), nor publish them or allow them to be published, without Mobilise's prior written approval.

7.4 Excepting the Intellectual Property Rights in any Client Inputs (which will remain owned by the Client), Mobilise will own all Intellectual Property Rights in the Service and any outputs provided to the Client under this Agreement.

8. INSURANCE AND LIABILITY

8.1 During this Agreement Mobilise will maintain professional indemnity, public liability and employer's liability insurance to an aggregate level of cover of at least £1,000,000, £5,000,000 and £5,000,000 respectively.

8.2 Subject to clause 8.3, each party's total aggregate liability to the other under or in connection with this Agreement (whether in contract, tort (including negligence), breach of statutory duty or otherwise):

- (a) will not extend to any indirect or consequential loss; and
- (b) will not exceed to a sum equal to the value of the fees paid or payable to Mobilise under this Agreement.



8.3 Nothing in this Agreement limits or excludes either party's liability for death or personal injury caused by its negligence, for fraud, or for any other matter in relation to which its liability cannot be limited or excluded by applicable law. The limitations and exclusions of liability in clause 8.2 will not limit or exclude either party from recovering in full any legal costs awarded against the other party in a court of competent jurisdiction.

8.4 Other than the provisions set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permissible by law, excluded from this Agreement.

9. TERM, TERMINATION AND POST-TERMINATION

9.1 This Agreement comes into force on the date of last signature and shall continue in force until the end of a period of [TERM] from the Start Date (the "Initial Term"), unless terminated earlier or extended in accordance with its provisions.

9.2 If (in exceptional circumstances) this Agreement is signed after the Start Date, the parties agree that they shall treat it as governing their respective activities since the Start Date.

9.3 The parties may at their option agree to extend this Agreement by successive fixed periods (with the duration of the extension to be agreed along with pricing). Either party shall notify the other in good time prior to expiry of this Initial Term, or any extension term, if it wishes to propose an extension.

9.4 Either Party may terminate this Agreement by written notice if the other party:

- (a) is in material breach of this Agreement and, if such breach is capable of remedy, has not remedied such breach within thirty (30) days after receiving notice specifying the breach and requiring its remedy; or
- (b) becomes insolvent, resolves to wind up, makes an arrangement with its creditors, goes into administration or suffers or takes any similar occurrence or action (other than for the purposes of solvent reconstruction).

9.5 If this Agreement is terminated by either party under clause 9.4 and if the Client has paid a fee to Mobilise to cover the Service to be provided for a period after the date on which this Agreement terminates, then after termination Mobilise shall return to the Client a portion of the fees, calculated on a pro rata basis, in relation to the relevant period falling after termination, subject to clause 9.6.



9.6 If this Agreement is terminated by the Client under clause 9.4, the sum refunded under clause 9.5 will reflect a loss of any term discounts applied in the pricing schedule.

9.7 Clauses 1, 5, 6, 8, 9.8, 9.9 and 11 will survive termination of this Agreement.

9.8 Termination or expiry of this Agreement will not affect any rights or remedies that have accrued up to the date of termination or expiry.

10. NOTICES

10.1 Any notice under this Agreement must be in writing and:

- (a) delivered by hand or recorded post at the recipient's registered office or such other address for service as may be agreed from time to time; or
- (b) sent by email to such address for service as may be agreed from time to time (and notices to Mobilise will be validly served if sent to [info@mobiliseonline.co.uk] and to the Client will be validly served if sent to [EMAIL ADDRESS]).

10.2 Any notice will be deemed to have been received:

- (a) if delivered by hand or post, on delivery; or
- (b) if sent by email, on sending (provided that the sender has not received any server error, inbox-full or other error message indicating non delivery).

10.3 This clause does not apply to the service of any proceedings or other documents in any legal action or method of dispute resolution.

11. GENERAL

11.1 Mobilise may use sub-contractors but will remain responsible for their performance.

11.2 A party will not be liable if it is delayed in or prevented from performing its obligations due to a Force Majeure Event. If a party is subject to a Force Majeure Event it shall:

- (a) notify the other of the Force Majeure Event and its expected duration; and
- (b) use reasonable efforts to minimise the effects of that event.

11.3 The Client will not during the term of this Agreement or for twelve (12) months after its termination directly or indirectly (whether alone or acting with or on behalf of another person) solicit or offer employment or engagement to any of Mobilise's employees or contractors who were involved in the provision of the Service.



11.4 This Agreement constitutes the entire agreement between the parties in relation to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on any representation or warranty not set out in this Agreement.

11.5 No waiver of any right or remedy under this Agreement will be effective unless it is in writing, and any waiver will only be effective in relation to the specific default to which it is addressed and will not limit the exercise of any other right or remedy.

11.5 Neither party may assign its rights under this Agreement to another person without the other's consent (which the other party shall not unreasonably withhold, condition, or delay).

11.6 Nothing in this Agreement creates a partnership or joint venture of any kind between the parties, nor appoints either party the agent of the other.

11.7 This Agreement may only be varied by the written agreement of the parties.

11.8 If any provision or part-provision of this Agreement is found by a court to be unlawful, unenforceable or void, that provision or part-provision will be severed and the remainder of this Agreement will remain in force.

11.9 A person who is not a party to this Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

11.10 If any dispute arises between the parties, they shall try for at least 30 days to resolve it through good faith discussion between appropriately senior representatives before commencing proceedings. If the parties cannot resolve the dispute within thirty (30) days then either party may commence proceedings. Nothing in this provision prevents either party seeking urgent equitable relief.

11.11 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) will be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.



SIGNED BY THE PARTIES' AUTHORISED REPRESENTATIVES:

FOR MOBILISE:

NAME: _____

DIRECTOR

DATE: _____

FOR THE CLIENT:

NAME: _____

ROLE: _____

DATE: _____

SCHEDULE: MOBILISE ESSENTIALS SERVICE

1. SERVICE OVERVIEW

Mobilise Essentials is a digital support infrastructure that helps councils and their partners connect carers they already identify into a simple, always available digital support system delivered through WhatsApp. The Service is designed for authorities who want a reliable digital layer for information, guidance, and community support, without commissioning proactive identification, intensive operational oversight, or managed service delivery.

2. SERVICE COMPONENTS

The Service includes:

- 24/7, 365 automated support through WhatsApp
- Immediate answers to a wide variety of common questions
- A needs-led experience that establishes the carer's main challenge, then adapts as the service learns more over time
- Access to Mobilise's national library of information and guidance
- Access to a national peer support community
- Community moderation by Mobilise's Expert Carer Support Team
- Limited local configuration and signposting
- Live dashboard access with behavioural usage measures (referral source, throughput, Monthly Active Users)
- Ability to view carer records and manually export carer data
- Initial training provided for council and partner staff via a self-serve platform

3. SERVICE EXCLUSIONS

The Service does not include:

- Proactive identification campaigns or outreach undertaken by Mobilise
- Partner referrals and coordination via a partner portal
- Automated safeguarding monitoring
- Out of hours human support
- Live events or facilitated sessions
- A named Mobilise Account Manager or Account Director
- System integrations, APIs, or automated data feeds
- Advanced insight such as geo mapping, demographic reporting, or impact measurement



4. ONBOARDING AND REFERRALS

Carers are referred into the Service by the Client or any local organisation involved in carer support. Mobilise does not undertake identification activity within this Service. Minimum onboarding data is expected to include postcode and a contact route (phone and/or email), with consent requirements to be defined as part of implementation.

5. SAFEGUARDING AND RISK

Mobilise provides community moderation only. All safeguarding responsibility and operational safeguarding processes sit with the Client. The Service does not include automated safeguarding monitoring.

6. SERVICE AVAILABILITY

The Service is:

- Accessed via an internet enabled device using WhatsApp
- Subject to a target availability of 99.5% uptime across the year

7. DATA, REPORTING, AND EXPORTS

The Service provides:

- Live dashboard only
- Manual export only
- No scheduled reports, no management packs, no inspection ready outputs
- No integrations or API feeds

8. SECURITY AND RESILIENCE

Mobilise services are hosted on secure cloud infrastructure with resilience measures such as redundancy, backup, and disaster recovery arrangements. Mobilise maintains Cyber Essentials certification and reviewed business continuity plans.

9. START DATE AND TERM

Start Date: [DATE] (or, if later, the date falling two weeks after receipt of a valid purchase order from the Client and signed agreement)

Initial Term: [PERIOD] from the Start Date

10. SERVICE LEADS

For the Client: [NAME, TITLE]



For Mobilise: [NAME, TITLE]

11. FEES AND INVOICING SCHEDULE

Total fees: £[AMOUNT]

Invoicing schedule: [SCHEDULE]