



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 provides a digital service called Dynamic Carers Assessment ("DCA") that enables local authorities to conduct statutory carers assessments using AI-supported technology while maintaining professional oversight and safeguarding controls.

(B) The Client wishes to use the DCA service to support delivery of its statutory duties by providing Carer's Assessments as defined by the Care Act 2014.

(C) This Agreement sets out the basis on which Mobilise will provide the DCA service to the Client.

AGREED TERMS

1. INTERPRETATION

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

Authorised Users: the Client's employees, social workers, practitioners, and other personnel authorised by the Client to access and use the Service.

Carer: an adult unpaid carer aged 18 or over in the Client's region of operation who is eligible for a carer's assessment under the Care Act 2014.

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 Dynamic Carers Assessment platform and related services as described in this Agreement and the Schedule.

Service Data: all data, content, and information submitted to, collected by, or generated through the Service, including assessment records, carer information, and practitioner inputs.

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, following a full Onboarding plan, provide the Client with access to and use of the Service as described in the Schedule.

2.2 The Service shall:

- (a) enable Carers to complete statutory assessments via an AI-supported voice interface;
- (b) structure and summarise interview information for review by Authorised Users;
- (c) flag safeguarding concerns and complex cases for human escalation;
- (d) provide ongoing monitoring
- (e) generate and deliver supportive information advice and guidance in the form of an ongoing support plan for the unpaid carer delivered via WhatsApp/SMS
- (f) generate audit trails and reporting to support quality assurance and inspection requirements.

2.3 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.

2.4 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 KPIs in the Schedule to reflect the delay).

2.5 The Client acknowledges and agrees that:

- (a) the Service is designed to support but not replace professional judgement, decision-making, or safeguarding responsibilities of qualified practitioners;
- (b) eligibility determinations, safeguarding decisions, and support planning remain the responsibility of the Client and their Authorised Users;
- (c) the Service depends on third party services (such as cloud hosting, AI services, telecommunications infrastructure). Mobilise does not guarantee continuous availability of those services and will not be responsible for any interruption or downtime caused by third party service failures;
- (d) target usage levels or outcomes set out in the Schedule are estimates only and Mobilise does not guarantee any specific volume of assessments, carer engagement, or outcomes;
- (e) the Service is standardised and will not be customised for the Client except as expressly set out in the Schedule.



3. SERVICE LEVELS AND AVAILABILITY

3.1 Mobilise will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for:

- (a) planned maintenance carried out during a maintenance window notified to the Client in advance;
- (b) unscheduled maintenance performed outside normal business hours where Mobilise will use reasonable efforts to notify the Client in advance.

3.2 Mobilise will use reasonable efforts to provide the Client with at least 48 hours' notice of any planned maintenance that may materially affect Service availability.

3.3 Service availability targets and any associated service credits (if applicable) are set out in the Schedule.

4. ACCESS AND SECURITY

4.1 Mobilise shall provide the Client with the necessary access credentials and documentation to enable Authorised Users to access and use the Service.

4.2 The Client shall:

- (a) ensure that all Authorised Users comply with this Agreement;
- (b) maintain the security and confidentiality of access credentials and notify Mobilise immediately of any unauthorised access or security breach;
- (c) be responsible for all activities conducted through its account.

4.3 Mobilise shall implement and maintain appropriate technical and organisational security measures to protect the Service and Service Data from unauthorised access, loss, destruction, or alteration.

4.4 Security measures and certifications held by Mobilise are set out in the Schedule.

5. THE CLIENT'S OBLIGATIONS

5.1 The Client shall:

- (a) co-operate with Mobilise in all matters relating to the Service, including providing timely access to relevant stakeholders and responding promptly to requests for information, approvals, and documentation required to complete IT, information governance, data



protection, and security processes, recognising these as critical dependencies for service delivery;

(b) perform any specific activities allocated to the Client in the Schedule, or which are otherwise agreed from time to time to be performed by the Client;

(c) ensure that Carers are informed about the Service in accordance with applicable law and the Client's statutory duties;

(d) ensure that Authorised Users are appropriately trained and qualified to review assessments and make statutory decisions;

(e) maintain responsibility for all professional judgements, eligibility decisions, safeguarding actions, and support planning;

(f) respond to safeguarding alerts and escalations flagged by the Service in accordance with the Client's safeguarding policies and statutory duties;

(g) provide accurate configuration information to align the Service with the Client's statutory practice and local procedures.

(h) make available Authorised Users to undertake the review of assessment cases without delay or backlog

5.2 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.

6. FEES

6.1 The fees payable to Mobilise for the Service during the Initial Term (as defined in clause 11.1), and an invoicing schedule, are set out in the Schedule.

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

6.3 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.

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

6.5 If the Client does not pay any undisputed invoices by the due date, Mobilise may suspend access to the Service without liability and may charge interest and collection fees in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

7. CONFIDENTIAL INFORMATION

7.1 Subject to clause 7.2, 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 7.1 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).

7.2 The receiving party's obligations under clause 7.1 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 7.1.

8. DATA PROTECTION

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

8.2 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 DCA service, and in doing so will process that data as a controller;
- (c) Mobilise will provide the Client with access to assessment records, reports and analytics through the Service. The Client will access and use this information as a controller for the purposes of fulfilling its statutory duties under the Care Act 2014;
- (d) Mobilise may provide aggregate, anonymised data to the Client in reporting on service usage and outcomes. This aggregate data is anonymous and not personal data;
- (e) Mobilise may, with the consent of a Carer, refer a Carer requiring ongoing support to the Client's services, following the Client's standard referral processes. The Client will process any personal data received as a controller;



(f) in exceptional circumstances where disclosure without consent is permitted by law (e.g. where disclosure is necessary to protect a person's vital interests or for safeguarding purposes) 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.

8.3 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 provision of the Service shall have regard to the Client's obligations under that Act.

8.4 Each party shall maintain appropriate technical and organisational measures to protect personal data for which it is responsible and shall promptly notify the other party of any data breaches that may affect the other party or data subjects relevant to this Agreement.

8.5 The Client acknowledges that personal data will be transferred to the USA, solely for the purposes of sending WhatsApp messages.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 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.

9.2 Mobilise grants to the Client a non-exclusive, non-transferable licence during the term of this Agreement to access and use the Service for the Client's internal statutory purposes in accordance with this Agreement.

9.3 If the Client provides Mobilise with any text, configuration information, or other inputs for use in 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 for the provision of the Service).

9.4 Mobilise will provide the Client with access to reports, analytics data, dashboards and other outputs generated through the Service ("Reports"). The Client may use Reports for the Client's internal statutory purposes. The Client shall not disseminate any Reports (other than to the Client's relevant external advisors, regulators and stakeholders as required for statutory purposes), nor publish them or allow them to be published, without Mobilise's prior written approval.

9.5 As between the parties:



(a) the Client owns all Intellectual Property Rights in Client Inputs and Service Data (other than anonymised, aggregate data);

(b) Mobilise owns all Intellectual Property Rights in the Service, its underlying technology, Reports (excluding Client Inputs and Service Data), and any modifications or enhancements to the Service;

(c) Mobilise may use anonymised, aggregated data derived from use of the Service for its own business purposes including service improvement and benchmarking.

10. STATUTORY COMPLIANCE AND SAFEGUARDING

10.1 The Service is designed to support the Client in meeting its statutory duties under the Care Act 2014, but does not replace the Client's obligations to:

(a) ensure assessments are carried out by or under the supervision of appropriately qualified practitioners;

(b) exercise professional judgement in determining eligibility and support needs;

(c) take appropriate safeguarding action where concerns are identified;

(d) maintain accurate and auditable records of assessments and decisions.

10.2 Mobilise shall configure the Service to align with statutory carers assessment requirements and the Client's local procedures as agreed during implementation.

10.3 The Service includes safeguarding alert functionality that reviews assessment interactions across defined risk domains. Mobilise shall ensure that safeguarding alerts are appropriately calibrated and presented to Authorised Users for review and action.

10.4 The Client acknowledges that:

(a) safeguarding alerts generated by the Service are for information and escalation purposes only;

(b) all safeguarding decisions and actions remain the responsibility of the Client and its Authorised Users;

(c) the Client must maintain appropriate safeguarding policies, procedures and response capabilities independent of the Service.

10.5 Both parties shall maintain appropriate policies and procedures to ensure the safety and wellbeing of Carers and recipients of care.

11. TERM, TERMINATION AND POST-TERMINATION



11.1 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.

11.2 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.

11.3 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 the Initial Term, or any extension term, if it wishes to propose an extension.

11.4 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).

11.5 Upon termination or expiry of this Agreement:

- (a) all licences granted under this Agreement shall immediately terminate;
- (b) the Client shall immediately cease all use of the Service;
- (c) Mobilise shall provide the Client with access to export Service Data for a period of thirty (30) days after termination, after which Mobilise may delete all Service Data in accordance with its data retention policies and applicable laws;
- (d) each party shall return or securely destroy all Confidential Information of the other party (except where retention is required by law or for the Client to fulfil its statutory record-keeping obligations).

11.7 Clauses 1, 7, 8, 9, 10.1, 11.6, 11.9, 11.10, 12 and 13 will survive termination of this Agreement.

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

12. INSURANCE AND LIABILITY



12.1 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.

12.2 Subject to clause 12.3, 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 a sum equal to the value of the fees paid or payable to Mobilise under this Agreement in the twelve (12) months preceding the event giving rise to the liability.

12.3 Nothing in this Agreement limits or excludes either party's liability for death or personal injury caused by its negligence, for fraud, for wilful misconduct, for breach of data protection obligations, 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 12.2 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.

12.4 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.

12.5 Mobilise does not warrant that the Service will be uninterrupted or error-free, or that it will meet the Client's specific requirements beyond those set out in this Agreement.

13. GENERAL

13.1 Mobilise may use sub-contractors to provide elements of the Service but will remain responsible for their performance.

13.2 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.

13.3 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.



13.4 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.

13.5 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.

13.6 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).

13.7 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: references to "partnership" in this Agreement reflect the parties' collaborative relationship rather than legal status.

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

13.9 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.

13.10 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.

13.11 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.

13.12 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.

14. NOTICES

14.1 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]).

14.2 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).

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

SIGNED BY THE PARTIES' AUTHORISED REPRESENTATIVES:

FOR MOBILISE:

NAME: _____

DIRECTOR

DATE: _____

FOR THE CLIENT:

NAME: _____

ROLE: _____

DATE: _____

SCHEDULE 1: SERVICE SPECIFICATION

1. SERVICE DESCRIPTION

The Dynamic Carer's Assessment (DCA) service is a platform that enables the Client to conduct statutory-aligned carers assessments using AI-supported technology while maintaining professional oversight and control.

1.1 Core Service Components

Information Collection:

- Voice-led AI interface enabling Carers to complete assessments via telephone, available 24 hours a day, every day.
- Structured questioning aligned to statutory carers assessment requirements under the Care Act 2014
- Typical assessment duration of 15-20 minutes
- Carer opportunity to edit summarisation/ add further detail, post call

Assessment Processing:

- AI-supported structuring and summarisation of assessment information
- Generation of review-ready assessment records for practitioner review
- Flagging of safeguarding concerns across 33 defined risk domains

Practitioner Interface:

- Secure web-based platform for Authorised Users
- Dashboard providing access to assessment records and alerts
- Tools for applying professional judgement, determining eligibility, and recording decisions
- Support planning functionality
- Audit trail of all practitioner actions
- Access full call transcript for reassurance and QA
- View support plans
- View ongoing support conversations
- Light touch / low tech integration to client CRM

Ongoing Support:

- Provision of a digital carer support plan delivered via WhatsApp and SMS
- Ability for Carer to ask questions, and receive answers on a wide variety of carer related topics.
- Monitoring of changes in Carer circumstances between formal reviews

- Support plan which adapts to new and emerging needs for the carer
- Follow-up communications and check-ins
- Early identification of escalating needs

Reporting and Management:

- Real-time dashboards showing assessment activity and outcomes
- Management visibility of pathways and decision-making
- Quality assurance and inspection support tools
- Exportable audit records

1.2 Implementation and Configuration

Mobilise will work with the Client during an implementation period to:

- Train Authorised Users on the Service
- Establish reporting requirements
- Integrate with the Client's existing systems where feasible and agreed

The implementation period will be [DURATION] from the Start Date.

2. SERVICE LEVELS

2.1 Availability

- Target Service availability: Product uptime of 99.9% uptime during business-critical hours (9:00am to 5:00pm, Monday to Friday)
- Advance notice of significant planned maintenance

2.2 Support

- Email support: Monday to Friday, 9am-5pm UK time
- Response time for critical issues: 24 hours
- Response time for non-critical issues: 7 business days
- Emergency safeguarding escalation

3. SECURITY AND COMPLIANCE

3.1 Security Certification

Mobilise will maintain Cyber Essentials security certification throughout the term of the contract.

3.2 Data Security Measures

- Data encryption in transit and at rest



- Multi-factor authentication for Authorised Users
- Regular security testing and vulnerability assessments
- Incident response procedures
- Business continuity and disaster recovery plans

4. FEES AND INVOICING

5.1 Service Fees and Invoicing Schedule (Initial Term: [DURATION])

Payment type	Amount	Invoice date	Payment date
total			

5. KEY PERFORMANCE INDICATORS

The parties agree to track the following KPIs (targets to be agreed during implementation):

[KPI1]

[KPI2]

KPIs are targets only and do not constitute guaranteed outcomes.

6. KEY CONTACTS

7.1 For the Client

- Service Lead: [NAME, TITLE]

- Technical Contact: [NAME, TITLE]

- Safeguarding Lead: [NAME, TITLE]

7.2 For Mobilise

- Account Manager: [NAME, TITLE]

- Technical Support: [EMAIL/PHONE]

- Safeguarding Escalation: [EMAIL/PHONE]

8. IMPLEMENTATION PLAN

Phase 1: Discovery, Governance & Configuration ([DURATION])

- Stakeholder alignment and requirements gathering
- Information governance, DPIA and security review completion
- Service configuration and localisation
- Integration planning (where applicable)
- Agreement of success measures and reporting approach

Phase 2: Training, Local Testing & Readiness ([DURATION])

- Authorised User and Human-in-the-Loop training
- Dashboard access and escalation pathway setup
- Pilot testing with [NUMBER] assessments
- Refinement of workflows, escalation routes, and communications
- Early feedback and confidence review

Phase 3: Phased Rollout & Embedding ([DURATION])

- Controlled expansion of usage across teams or cohorts
- Ongoing monitoring, reporting, and optimisation
- Continued stakeholder engagement and support
- Full service launch and transition to business-as-usual

9. REVIEW AND GOVERNANCE

- Bi-weekly operational review meetings (first 3 months)
- Quarterly strategic review meetings (thereafter)
- Annual service review and contract evaluation

Start Date: [DATE]

Initial Term: [DURATION] from Start Date