



AG Consultancy & Apps Ltd

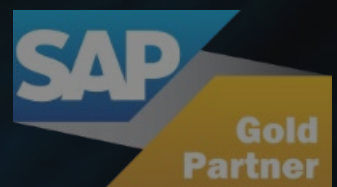
Terms & Conditions for Professional Services

Between

AG Consultancy & Apps Ltd

And

<CLIENT COMPANY NAME>



Preface

This document sets out the Terms and Conditions ("Terms") governing the relationship between AG Consultancy & Apps Ltd ("the Company") and its clients, customers, or users ("the Client"). It is issued in commercial confidence and remains the property of the Company. These Terms are provided solely for the purpose of defining the legal rights, obligations, and responsibilities of the parties and may not be disclosed, copied, or otherwise circulated to any third party without the prior written consent of an authorised officer of the Company as stated below.

All information contained herein is confidential and must not, without prior written approval, be shared with any external party, nor disseminated internally other than on a strict need-to-know basis. All intellectual property and copyright contained within this document are and shall remain vested in the Company.

By engaging with the Company's services, the Client acknowledges that they have read, understood, and agreed to be bound by these Terms.

Questions or requests for additional information should be addressed in the first instance to:

Francis Rajan
Director

The Future Works,
2 Brunel Way,
Slough – SL1 1FQ, UK

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Background

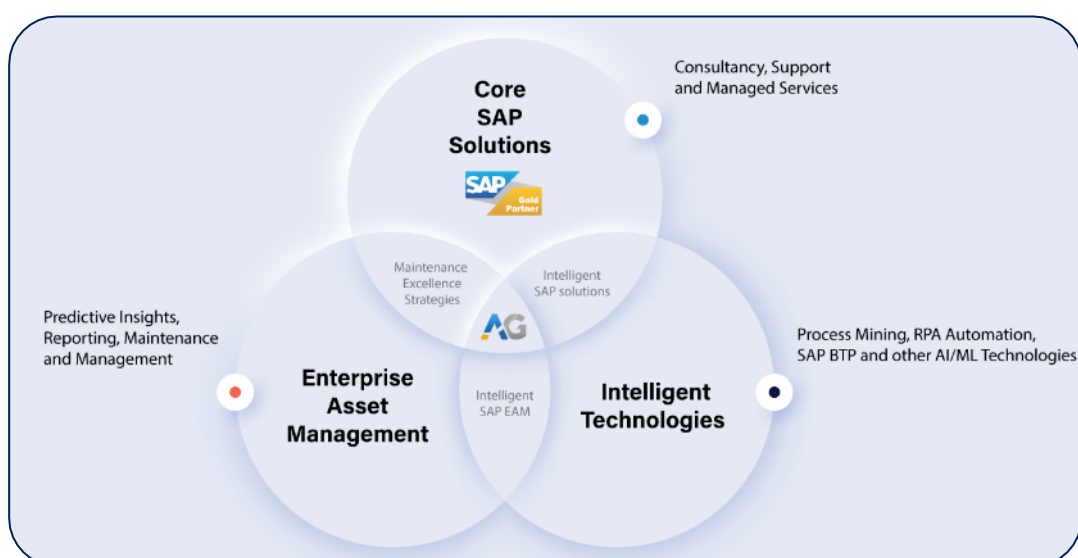
AG Consultancy & Apps Ltd (AG – the Company) is an independent, *solutions-oriented* specialist in SAP, Enterprise Asset Management (EAM), and Automation (RPA). We have strong strategic alliances with leading partners including *SAP, UiPath, ABBYY, Winshuttle, and Sigga*, along with a broad range of core technical competencies.

With extensive experience across SAP, EAM, and Automation, our consultants manage a wide range of projects, from full-scale implementations to ongoing SAP support. Our success is built not only on our technical expertise but also on our deep understanding of business processes.

AG has earned a reputation for delivering high-quality support with focused, high-value output in a cost-effective, flexible, and efficient manner. Known for being easy to collaborate with, we offer a modern, practical alternative to traditional, inflexible, and high-cost solutions. We are committed to delivering tailored solutions that address each client's unique needs, ensuring impactful results and sustained long-term success.

Our services include:

SAP ✓ Business Process Definition & Improvement ✓ Implementation & Project Management ✓ Reporting & Analytics ✓ Data Migration (including Data Remediation) ✓ Testing ✓ Support & Training	UiPath ✓ Solution Design & Implementation Consultancy ✓ Centre of Excellence (CoE) Creation & Support ✓ Support & Training/Coaching
ABBYY Consultancy, Support & Training	Winshuttle Consultancy, Integration & Support
Microsoft Integration (including Excel Macros)	Prometheus Consultancy, Support & Training
JavaScript Development & Support	Sigga Consultancy, Support & Training
Qlik and Tableau Consultancy, Support & Training	Power BI Consultancy, Support & Training



AG Value Proposition

At AG, we offer a unique value proposition: **a flexible, client-focused commercial model, world-class SAP support, and a proven track record of successful delivery.**

Our team of seasoned industry experts brings deep domain knowledge of your business processes, challenges, and strategic objectives. We go beyond reactive support, taking a proactive, data-driven approach. Leveraging advanced analytics and extensive consultancy experience, we continuously identify opportunities for optimisation and innovation, ensuring solutions align with your evolving business priorities.

Continuous improvement is central to our service philosophy: we analyse support trends and ticket patterns, collaborating with stakeholders to deliver lasting value.

Clients gain access to highly skilled SAP practitioners recognised as leaders in their fields, committed to the success of every project and support engagement. Our global delivery model, anchored by offices in India, Aberdeen, and the UK, provides scalable, expert resources capable of supporting complex, multi-site SAP environments.

As a **Gold Partner and SAP Value-Added Reseller (VAR)**, AG remains at the forefront of SAP innovation, helping clients leverage the latest technologies, best practices, and compliance standards.

AG is proud to hold **SAP Partner Centre of Expertise (PCOE) authorisation**. This recognition ensures the quality, reliability, and compliance of our SAP support services, confirming that our people, processes, and infrastructure meet SAP's highest global standards.

What This Means for Our Clients:

- ✓ **Certified Expertise:** SAP-certified professionals manage and support landscapes effectively, combining technical skill with business insight.
- ✓ **Structured Support Processes:** Well-defined onboarding, readiness, and issue management processes ensure consistent, transparent, and responsive service.
- ✓ **Reliable Infrastructure:** Fully functional support systems, aligned with SAP best practices, ensure stable operations, secure communications, and efficient service delivery.

PCOE authorisation is more than a compliance milestone. It reflects AG's commitment to continuous improvement, operational excellence, and client success, translating into enhanced system stability, reduced risk, and superior performance.

THIS AGREEMENT is made on the day of 2026

BETWEEN:

AG Consultancy & Apps Ltd, a company incorporated under the laws of England and Wales, with its registered office at **9 Cedar Court, Birchington Road, Windsor, Berkshire SL4 3QA** and Company Registration Number **6335830** ("**The Company**")
and

<CLIENT COMPANY NAME> a company registered in England under number **REGISTRATION NUMBER** whose registered office is at **COMPANY REGISTERED OFFICE** (the "**Client**").

WHEREAS:

- (1) The Company provides consulting services to Client as set forth in the Statement of Work under the Agreement; and
- (2) The Company provides its consultancy services as Cloud Consultancy, Professional Services and Software Support under G-Cloud 15 framework
- (3) The Client wishes to engage the Company to provide Cloud Consultancy, Professional Services and Software Support under G-Cloud 15 framework as set out in this agreement, subject to the terms and conditions of this agreement.
- (4) The Company agrees to provide the Services set out in this agreement to the Client, subject to the terms and conditions of this agreement.

IT IS NOW HEREBY AGREED AS FOLLOWS:

Conditions for the Provision of Consultancy Services

1. Definitions

"The Company" means AG Consultancy & Apps Limited (UK Company Registration Number 6335830)

"The Client" means a person with whom The Company makes this Contract including a person reasonably appearing to The Company to act with the Client's authority.

"Conditions" means the terms and conditions in accordance with which the Service is provided.

"Contract" means a Contract or Agreement between the Client and the Company incorporating these Conditions.

"Service" means the consultancy Services provided by The Company under the Contract.

"In writing" means by email, letter or facsimile.

2. Performance of the Service

a) The Company shall perform the Service in a professional manner using such personnel as it considers suitably qualified to undertake such work.

b) While the Company shall use its reasonable endeavours to achieve any estimates made by the Company regarding any time scales or any results projected in connection with the Service, it is agreed that any such estimates are not entirely within the Company's control and dependent upon the accuracy and completeness of the information supplied to the Company as well as the degree of assistance given by the Client and the way in which any results of the Service are used. Accordingly, The Company does not guarantee that the Service will be completed within the programmed time scales or achieves the projected results.

c) The Company shall not be responsible for the way in which the Client uses any results of the Service.

3. Term

The engagement of the Company to perform the Service shall commence and the charges in respect of such engagement shall accrue from the date of the agreement of the Contract by the Client or such other date as may be agreed between the parties and detailed in the Contract and shall continue until completion of the Service unless terminated in accordance with paragraph 10.

4. Personnel

a) The Company shall perform the Service using the personnel named in the Contract or in the absence of any named personnel using such personnel as it considers suitably qualified. The Company intends to maintain continuity of personnel throughout the provision of the Service but reserves the right at any time to vary personnel upon reasonable notice. In particular the Company personnel shall consult with the Client to co-ordinate holiday arrangements wherever practicable but shall not be required to seek prior authorisation from the Client for such holidays.

b) The Company reserves the right to subcontract any part of the performance of the Service where it deems reasonably necessary.

- c) The Company personnel engaged in the performance of the Service shall at all times remain under the direction and control of the Company and the conditions of employment of the Company shall continue to apply to such personnel.
- d) Subject always to the provisions of paragraph 10 nothing in this Contract shall operate so as to prevent the Company from assigning the Company personnel involved in the performance of the Service to the provision of similar Services for third parties or in any way to restrict the Company's use of such personnel.
- e) The Client agrees that during the course of this Contract and for the period of twelve months after its termination it shall not employ or engage as an independent consultant or offer such employment or engagement to any of the Company's employees who are involved in providing the Service, without the Company's prior written agreement. If the Client breaches the provisions of this paragraph then the Company reserves the right to apply liquidated damages equivalent to the charge for one hundred days' work by that person at his current daily fee rate in recognition of the disruption that would be caused to the Company.

5. Intellectual Property Rights

- a) The Client shall have a non-exclusive, non-transferable licence to use any reports, information, drawings, software, or other material produced by the Company pursuant to this Contract for its own internal purposes but for no other purpose although copyright and any other intellectual property rights in such material shall be vested in and remain the absolute property of the Company or its licensor. Without prejudice to paragraph 10 nothing in this Contract shall operate to prevent the Company from making use of know-how acquired, principles learned or developed or experience gained during the performance of this Contract.
- b) Subject to subparagraph 5.1, nothing in this Contract shall be deemed to or require the Company to transfer, assign or license any intellectual property rights to the Client.

6. Limitation of Liability

- a) The Company accepts liability for errors or omissions in the Service and its own negligence to the extent stated in this paragraph 6, but not otherwise. Except where expressly contained in these Conditions, the Company has no obligation, duty or liability in Contract, tort (including negligence) or otherwise.

- b) The Company's liability in Contract, tort (including negligence) or otherwise for errors or omissions in any part of the Service, which may arise from any failure by the Company to exercise the reasonable skill and care of a competent software services provider, will be limited to the provision of Services of the same nature as those originally provided in order to correct such errors or omissions provided the Company is notified of the errors or omissions within 3 months following completion of such part of the Service.
- c) The Company does not exclude or restrict liability for death or personal injury resulting from its own negligence.
- d) The Company's liability in Contract, tort (including negligence) or otherwise arising in connection with this Contract will be limited to:
- e) £1,000,000 in respect of loss or damage to the Client's property to the extent caused by the negligence of the Company or its employees while working on the Client's premises under this Contract.
- f) The charges due under this Contract, in respect of all other liability.
- g) The Company will not be liable in Contract, tort (including negligence) or otherwise for loss (whether direct or indirect) of profits, business, or anticipated savings or for any indirect or consequential loss whatever.
- h) The Client will indemnify the Company against any actions, proceedings, claims or demands arising out of or in any way connected with the Service brought or threatened against the Company by a third party which are caused by, or arise from, any act of the Company carried out pursuant to the instructions of the Client.
- i) Each provision of this paragraph 6 limiting or excluding liability operates separately in itself and survives independently of the others.

7. Charges for the Service

- a) The Client shall pay to the Company the charges for the Service as set out in the Contract.
- b) Travelling, subsistence and other expenses properly incurred by the Company in connection with the Service shall be chargeable at the rates specified in the Contract.
- c) Payment is due within 30 days of the invoice date. The Company may charge daily interest on late payments at a rate equal to 2% per annum above the Base Lending Rate of HSBC Bank plc. Unless otherwise stated, the Company's charges do not include Value Added Tax which will be added to invoices at the appropriate rate in force at the invoice date.

- d) In the event that additional charges are incurred by the Company as a result of:
- e) Any alteration or addition to the schedule of work for the Service as detailed in the Contract.
- f) Abortive visits to the Client's premises arising from failure or delay by the Client in providing access in accordance with paragraph 8 hereunder.
- g) Delays arising from the failure of the Client to provide the data or information required by the Company pursuant to paragraph 8 or failure or delays by the Client in attending or arranging meetings reasonably required by the Company in order to perform the Service then the Company shall be entitled to recover such reasonable additional charges from the Client.

8. Governance

The parties shall each appoint a project manager to:

- a) oversee the delivery and receipt of the Services on a day-to-day basis (and the Supplier shall use all reasonable endeavours to ensure that the project manager is available via telephone or email on any Business Day to handle ABP's queries regarding the delivery and receipt of the Services); and
- b) deal with and sign any change orders that are issued in accordance with the Change Control Procedure.

9. Client Information and Data Office Facilities and Access

- a) Subject always to the provisions of paragraph 10 the Client shall, on reasonable request by the Company, provide the Company with all information and data available to it concerning its operations and activities which relate to the Service and which may be reasonably required by the Company in order to effectively perform the Service.
- b) The Client shall upon request from the Company, provide the Company free of charge and as promptly as reasonably practicable with adequate office accommodation facilities and other support that the Company may reasonably require for the effective performance of the Service.

- c) Subject always to the provisions of paragraph 10, unless otherwise agreed, on completion or termination of this Contract, the Company shall be entitled to dispose of any information received from the Client in connection with this Contract at the Company's discretion.
- d) The Client shall provide the Company at all reasonable times with full and convenient access to the Client's premises and use its reasonable endeavours to secure access for the Company to any third party premises necessary for the purpose of carrying out the Company's obligations under this Contract.

10. Confidentiality

The Company and the Client will keep in confidence any information obtained under the Contract which:

- a) If written, is marked in confidence, or
- b) If oral the disclosing party advises the recipient at the time of disclosure that it is confidential, and will not divulge the same to any person (other than their employees who need to know the information) without the consent of the other party.
- c) This paragraph 10 will not apply to:
- d) Any information in the public domain other than in breach of this Contract.
- e) Information in the possession of the receiving party before such divulgence has taken place.
- f) Information obtained from a third party who is free to divulge the same.
- g) Information required to be divulged by appropriate legal authority.

This paragraph 10 will remain in effect for five (5) years after completion of the Service

11. Termination

- a) The Client may terminate the Contract by giving 30 days written notice of termination, but in so doing, the Client will be liable for any the Company charges and expenses up to the point of termination plus any additional closure costs or 50% of the contract value whichever is the greater.
- b) The Company may terminate the contract by giving 30 days written notice of termination. The Client will be liable for any the Company charges and expenses up to the point of termination plus any additional closure costs.
- c) The Company can terminate this Contract without notice and can claim for any resulting losses and expenses or 50% of the contract value which ever is the greater, if the Client:
- d) Commits a breach of this Contract that is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so, or
- e) Commits an irremediable breach of this Contract, or
- f) Is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if any of its assets are the subject of any form of seizure, or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation), or compulsory, or has a receiver or administrator appointed over its assets.
- g) If The Company delays in acting upon a breach of this Contract by the Client that delay will not be regarded as a waiver of that breach. If The Company waives a breach of this Contract by the Client, that waiver is limited to that particular breach.

12. Matters beyond The Company's or the Clients Reasonable Control

Neither The Company nor the Client will be liable for any breach of this Contract caused by a matter beyond their reasonable control.

13. Agency

Unless agreed in writing to the contrary, the Company shall not be the Client's agent and shall not make any Contracts on the Client's behalf or bind the Client to any obligation or in any way act as an agent of the Client.

14. Assignment

Neither the Client nor The Company may assign or transfer any of their rights or obligations under this Contract, without the written consent of the other.

15. Service of Notices

Notices given under this Contract (including invoices sent by The Company to the Client) must be in writing and delivered to the addressee at the following addresses:

- a) To The Company: the address of the the Company office shown on The Company's Order Form or any alternative address including an email address which The Company may notify to the Client.
- b) To the Client: the address to which the Client asks The Company to send invoices, an email address, the address of the Client's premises, or, if the Client is a limited company, its registered office.

16. Entire Agreement

- a) The Contract supersedes all prior agreements, arrangements and undertakings between the parties and contains the entire agreement between the parties relating to the subject matter hereof.
- b) No variation to the Contract shall have effect unless agreed between authorised representatives of The Company and the Client in writing. In particular the Conditions shall not be replaced by and Contract terms proposed by the Client.

17. Survival

The expiration or termination of this Contract shall not operate so as to affect the continuance of any obligations of either party which shall have accrued and be owing prior thereto including, but not limited to subparagraph 4.5 and paragraphs 5, 6, 7, 10 and 11.

18. Governing Law and Jurisdiction

This Agreement is governed by **English law**, and the courts of **England and Wales** shall have exclusive jurisdiction.

SIGNATURES

For The Client

Name:

Title:

Signature:

Date:

For The Company

Name:

Title:

Signature:

Date:

SCHEDULE 1 – SAMPLE STATEMENT OF WORK (SOW) TEMPLATE

This Statement of Work ("**SOW**") is issued pursuant to, and governed by, the **Terms & Condition Agreement** – (the "**Agreement**") between the Parties. Capitalised terms not defined in this SOW shall have the meaning given in the Agreement.

1. SOW Details

Item	Description
SOW Reference	[SOW-001]
Effective Date	[Date]
The Client Company	[Legal Name]
The Company	[Legal Name]
Engagement Type	Implementation / AMS / T&M / Fixed Price
Contract Term	[Start Date] – [End Date]

2. Services Description

The Company/Supplier shall provide the following Services (the "**Services**"):

- Statement of Requirement
- Scope of Support
 - **Out of Scope (Explicit):**
[List exclusions to prevent scope creep]
- Support Services & Delivery Structure
- Exclusions
- Support process

3. Support Service Overview/Deliverables and Milestones

Deliverable	Description	Due Date	Acceptance Criteria
D1	[Deliverable Name]	[Date]	[Criteria]
D2	[Deliverable Name]	[Date]	[Criteria]

4. Service Management

AG adopts a structured ITIL-based approach to ensure that the goals of the contract are consistently achieved in an effective and efficient manner.

5. Service Level Agreement

AG recognises the importance of meeting Service Level Agreements (SLAs) for both response and resolution times, based on the priority level assigned to each ticket. The AG support team is committed to meeting the target response and resolution times specified.

6. Pricing

Fee Type	Description	Amount
Fixed Price / T&M/Support	[Details]	£[Amount]

- Invoicing cadence: [Monthly / Milestone-based]
- Expenses: [Included / Excluded]

All fees are payable in accordance with the Agreement.

7. Change Control

Any change to this SOW shall be managed in accordance with the Change Control Procedure set out in the Agreement and documented in a written Change Order.

8. Intellectual Property

Intellectual property rights shall be governed by Clause 7 of the Agreement unless expressly varied in this SOW.

9. Term and termination

This SOW shall commence on the Effective Date and continue for the Contract Term, unless terminated earlier in accordance with the Agreement.

10. Signatures

Agreed and accepted for and on behalf of the Parties: