

This Master Consultancy Services Agreement is made
as of XXX (Effective Date) between:
XXX ('the Client'),
whose registered office and trading address is at
XXX
and
Surevine Limited ('the Contractor')
whose registered office and trading address is at
125 Wood Street, London EC2V 7AW.

The Contractor agrees to supply and the Client agrees to engage the Contractor's Services on the following terms:

1. Nature of this Agreement

- 1.1 This is a Master Agreement and defines the terms under which the Contractor will undertake such Services for the Client as may be agreed between the parties from time to time.
- 1.2 Entering this Agreement does not of itself oblige the Client to offer any work to the Contractor nor for the Contractor to provide or the Client to accept or pay for any particular consultancy services. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any performance of the services or during any notice period. Where it is agreed between the parties that any Services are to be provided, a schedule in the form annexed to this Agreement setting out the nature of the Services, the charging basis, and any other material terms (a 'Schedule') will be produced by the Client and provided to the Contractor.
- 1.3 On receipt of a Schedule
 - 1.3.1 if the Contractor accepts its terms the Contractor will promptly sign and return one copy to the Client
 - 1.3.2 if the Contractor does not accept its terms the Contractor will promptly advise the Client.
- 1.4 Upon a Schedule being signed by both parties, it will become a contract binding on the parties.
- 1.5 A contract formed on the basis of a Schedule referencing these terms is governed only by these terms and by no others, except where both parties expressly agree in writing. In particular, it is agreed

that any Purchase Order or other such document from the Client is intended for the Client's own administrative purposes only, and that notwithstanding its wording, neither a Purchase Order nor its content will have any legal effect. Save to the extent expressly provided, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

- 1.6 Either party may request change to the nature or scope of Services covered by a Schedule. Any such request shall be sufficiently detailed to enable the other party to assess the impact of the proposed change. No such change will become effective until agreed in writing between the parties.
- 1.7 This Agreement is not exclusive; the Client acknowledges that the Contractor enters this Agreement in the course of its business of providing services to its customers, and the Contractor is and remains at liberty to also provide services to third parties; the Client is and remains at liberty to engage services (including similar services) from third parties. The Contractor reserves the right to decline to provide any advice and assistance outside the scope of the Services as specified in Schedules agreed between the parties, even if the Contractor may previously have provided such additional advice and assistance. This Clause 1.7 is subject to the obligations with regard to confidentiality set

2. Services

- 2.1 The Contractor will provide Services as agreed from time to time in Schedules, so far as is reasonably practicable within any agreed timescale, and with all proper skill and care.
- 2.2 As an independent legal entity, the Contractor will not be subject to direction or control, and itself accepts the responsibility for the proper provision of Services. It is the Contractor's responsibility to maintain adequate Professional Indemnity, Employer's Liability, and Public Liability insurance.
- 2.3 The Contractor is responsible for maintaining reasonable continuity in personnel providing Services on its behalf, but reserves the right in its sole discretion to make changes from time to time; no additional charge will be made for any handover period, and the Contractor remains responsible for defining the scope of any Services to be performed by a substitute, and in any event for all Services performed on its behalf. Where the Contractor's charges are on a time and materials basis, or where any individual who will provide Services is named in a Schedule (or the Client has a reasonable expectation that the Services will primarily be provided by a specific individual), it is the Contractor's responsibility to ensure that the relevant skills, experience and clearances of any replacement personnel remain commensurate with the fee rates charged.

2.4 It is the Client's responsibility to afford the Contractor with such access, information and staff cooperation as the Contractor may reasonably require for the proper performance of any Services, and for ensuring that all relevant Health and Safety policies, risks, information and relevant statutory compliance measures are disclosed to the Contractor.

3. Copyright and Intellectual Property Rights

3.1 'Deliverable' means a work produced by the Contractor in the course of Services for delivery to the Client. Where pre-existing works are incorporated in any Deliverable, the Client has non-exclusive irrevocable world-wide royalty free licence to use modify and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved. Subject thereto, all rights in any Deliverable pass to the Client upon payment of all fees due to the Contractor which relate to that Deliverable, and the Contractor will execute a formal assignment thereof on request by the Client.

3.2 The Contractor will indemnify the Client against infringement of third-party rights by a Deliverable, provided that the Client notifies the Contractor of any relevant third-party rights promptly on such rights becoming known to or suspected by the Client.

3.3 Nothing shall prevent the Contractor from using techniques, ideas, and other know-how gained during the performance of Services under this Agreement in the furtherance of its own business, to the extent that such does not result in disclosure or abuse of confidential information in breach hereof, or any infringement of any Intellectual Property Rights of the Client.

4. Charges and Payment

4.1 Estimates are subject to change if based on incorrect information provided by the Client, or if any specified dependencies / facilities are not available on time, or if any equipment required to be provided by the Client fails to operate correctly (save where the engagement itself is for the repair thereof).

4.2 All sums due shall be invoiced and paid as specified in the applicable Schedule. The Client will pay the Contractor's invoices within 30 days, plus VAT. Unless otherwise specified, where payment is on a time and materials basis, the Contractor may invoice monthly.

4.3 If any of the Contractor's invoices becomes overdue, the Contractor may suspend provision of Services, and any agreed timescale will be automatically extended; the Contractor may also terminate this Agreement and any current Schedule for material breach whilst any payment is more than 7 days overdue.

5. Liability

5.1 The Contractor is not liable for any loss or damage in excess of the higher of (a) TBD, and (b) TBD% of the total sums payable under a Schedule, except where it may not lawfully exclude or limit liability. Each party expressly excludes liability for consequential loss or damage, loss of profit, business, revenue, goodwill or anticipated savings. Any liability or remedy for innocent or negligent misrepresentation is expressly excluded. Neither party excludes or limits liability for death or personal injury.

6. Termination

6.1 Either party may terminate this Agreement at any time when there is no current Schedule, by immediate written notice.

6.2 Either party may terminate this Agreement and any current Schedule at any time if the other is in material breach or if the other becomes insolvent, by immediate written notice.

6.3 Any rights or obligations of a continuing nature shall survive termination.

7. Force Majeure

7.1 If either party is obstructed in performing any of its obligations under a Schedule by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues. Whilst performance is suspended and has been so for more than 7 days, either party may terminate that Schedule by immediate written notice.

8. Staff Obligations and Third-Party Rights

8.1 Each party solely retains all the responsibilities and rights of an employer towards and in relation to its own employees. No person providing Services is expected or required to integrate into the Client's business organisation or employed workforce. Neither party seconds its employees or any of them to the other, nor is it the intention of either party to have or create an employee/employer relationship with the other. Each party will indemnify the other against any claims brought by or in relation to its own employees, whether such claims relate to employment, tax, national insurance, or otherwise.

8.2 No third party rights are intended to be conferred or created by this Agreement or any Schedule.

8.3 In this term, 'employees' includes, so far as the context permits:

8.3.1 in the case of an LLP or partnership, its partners and employees

8.3.2 in the case of a company, its officers and employees.

9. Confidentiality

9.1 Each The definitions and rules of interpretation in this Clause 9 apply in this Agreement:-

'Board': the board of directors of the Client (including any committee of the board duly appointed by it).

'Confidential Information': information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Client for the time being confidential to the Client and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or any of its business contacts, including in particular (by way of illustration only and without limitation) information relating to Security and intelligence, commercial interests, financial information, technical information, scientific information, operational information and personnel information;

'Engagement': your engagement by the Client on terms of this Agreement; and,

'Security': all aspects of physical, technical, procedural, personnel, information technology and office security.

9.2 The Contractor acknowledges that in the course of the Engagement he will have access to Confidential Information. The Contractor has therefore agreed to accept the restrictions in this Clause 9.

9.3 The Contractor shall not (except in the proper course of his duties), either during the Engagement or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:

9.3.1 any use or disclosure authorised in writing by the Board or required by law; or,

9.3.2 any information which is already in, or comes into, the public domain other than through the Contractor's unauthorised disclosure.

9.4 In the event that Confidential Information shall be disclosed by the Contractor to any third party, the Contractor shall use its reasonable endeavours to impose upon each such third party confidentiality obligations substantially in the form as are set out in this Agreement.

10. Restriction Clause – Interpretation

10.1 The definitions and rules of interpretation in this clause apply in this Agreement and any Schedule:-

Board: the board of directors of the Client (including any committee of the board duly appointed by it).

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity provided that the Contractor may hold an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company (whether or not it is listed or dealt in on a recognised stock exchange).

Restricted Business: those parts of the Client's business of providing the following services to its customers:-

- 10.1.1 technical consultancy with particular emphasis on research and business analysis on open technologies (including open source and open standards), ways of working which embrace those open approaches, and research and analysis into collaboration technologies and the business change required to fit them into the customer's organisation;
- 10.1.2 the development and integration of collaboration technology (software and systems) with particular emphasis on securing those platforms for exacting security accreditation requirements (including those required by the government); and,
- 10.1.3 the on-going support and maintenance of the software which the Client has integrated and deployed for its customers; with which the Contractor was involved to a material extent in the period up to 12 months prior to Termination.

Restricted Customer: any firm, company or person who, during the 12 months prior to Termination, was a customer of or in the habit of dealing with the Client with whom the Contractor had contact in the course of the Engagement.

Restricted Person: anyone employed or engaged by the Client who could materially damage the interests of the Client if they were involved in any Capacity in any business concern which competes with any Restricted Business and with whom the Contractor dealt in the 12 months prior to Termination in the course of the Engagement.

Termination: the termination of the Engagement with the Client howsoever caused (including, without limitation, termination by the Client in repudiatory breach of contract).

11. Post-Termination Restrictions

- 11.1 In order to protect the Confidential Information to which the Contractor has access as a result of the Engagement, the Contractor covenants with the Client that he or she shall not:

11.1.1 for 6 months after Termination, solicit or endeavour to entice away from the Client the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business; or

11.1.2 for 6 months after Termination in the course of any business concern which is in competition with any Restricted Business, offer to employ or engage or otherwise endeavour to entice away from the Client any Restricted Person; or

11.1.3 for 6 months after Termination, be involved in any Capacity with any business concern which is (or intends to be) in competition with any Restricted Business; or

11.1.4 for 6 months after Termination, be involved with the provision of goods or services to (or otherwise have any business dealings with) any Restricted Customer in the course of any business concern which is in competition with any Restricted Business; or

11.1.5 at any time after Termination represent himself or herself as connected with the Client in any Capacity.

11.2 None of the restrictions in clause 11 shall prevent the Contractor from:

11.2.1 holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company, whether or not it is listed or dealt in on a recognised stock exchange; or

11.2.2 being engaged or concerned in any business concern insofar as the Employee's duties or work shall relate solely to geographical areas where the business concern is not in competition with any Restricted Business; or

11.2.3 being engaged or concerned in any business concern, provided the Contractor's duties or work shall relate solely to services or activities of a kind with which the Contractor was not concerned to a material extent in the 12 months prior to Termination.

11.3 The restrictions imposed on the Contractor by this clause 11 apply to the Contractor acting:

11.3.1 directly or indirectly; and

11.3.2 on the Contractor's own behalf or on behalf of, or in conjunction with, any firm, company or person.

11.4 If the Contractor receives an offer to be involved in a business concern in any Capacity during the Engagement, or prior to the expiry of the last of the covenants in this clause 11, the Contractor shall give the person making the offer a copy of this clause 11.

11.5 The Client and the Contractor entered into the restrictions in this clause 11 having been separately legally advised.

11.6 Each of the restrictions in this clause 11 is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.

12. Notices

12.1 Any notice to be given by either party to the other shall be in writing and may be sent by recorded delivery to the address of the other and shall be deemed to be served 2 days following the date of posting.

13. Law

These terms are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.

Signed by the parties' authorised representatives as follows:

On behalf of the Contractor by XXX

(Authorised signature)

Title:

On behalf of the Client by XXX

(Authorised signature)

Title:

Schedule no XXX
to Master Consultancy Agreement between
Surevine Limited ('the Contractor') and XXX ('the Client')
dated XXX (the 'Master Agreement')

The Contractor agrees to supply and the Client agrees to engage the Contractor's Services on the following terms:

1. Contractors Staff

The Contractor shall be responsible for the employment or engagement of its own staff, engaged in the provision of the services, and for their proper briefing and training in their functions and duties in relation to the Agreement, and shall be entirely responsible for any employment, redundancy and other costs associated with such staff.

The Contractor warrants and undertakes to the Client that on and following the commencement date:

- 1.1.1 It will have available all staff of the necessary skill levels to undertake to provide the services; and
- 1.1.2 It will have sufficient reserves of trained and competent staff to provide the Services at all times in accordance with this agreement and shall ensure that such reserves are available during staff holidays, voluntary absence or staff sickness; and
- 1.1.3 It will as soon as reasonably practicable, appropriately replace staff who cease to be employed or engaged.

2. Introductory

- 2.1 The Client requires expert assistance in connection with the delivery of collaboration systems.
- 2.2 The Contractor's field of expertise is in Software Engineering and the Contractor has agreed to provide the following Services to the Client, under the terms of the Master Agreement.

3. Services

- 3.1 The Contractor is responsible for providing its own reference materials, administrative support, and equipment for development, and technical tools and developer libraries as necessary.

3.2 Any further specific details, prioritisation, and time estimates for each piece of work will be as agreed between the Contractor and the Client from time to time. Progress reports will be provided as and when reasonably required.

4. Timetable

4.1 Provision of the Services is expected to commence on XXX and to be completed by XXX. The number of anticipated hours the Contractor will provide over this period is approximately XXX (XXX)

5. Charging basis

- 5.1 The Contractor will invoice monthly for the hours worked in providing the Services on a 'time and materials' basis at an equivalent rate of XXX pounds (£XXX), excluding VAT, per working day, where a working day is defined as seven and a half (7.5) hours.
- 5.2 The Services will normally be provided on the Client's, End-Client's or the Contractor's premises.
- 5.3 For the avoidance of doubt there is no obligation on the Client to require Services on any particular day, and no obligation to make payment in respect of any periods during which the Services are not required, or during which the Services are not in fact provided.
- 5.4 If during any day the Services had to be provided outside of service hours (identified as Monday-Friday between 09:00-17:00 excluding English Bank Holidays) the whole day will be charged at Out of Hours rate of XXX pounds (£XXX), excluding VAT.
- 5.5 The total fees for the Services are capped at and will not exceed XXX pounds (£XXX).

6. Termination for convenience

6.1 The Client may terminate the Services to be provided this schedule immediately by written notice to the Contractor at any time.

7. Generally

7.1 The Services will be performed under the terms of the Master Agreement, which together with this Schedule and any other documents expressly referred to in the Master Agreement or in this Schedule constitute the entire understanding between the parties relating to the subject matter of this engagement. Any earlier agreement between the parties relating to the subject matter of this Schedule is hereby superseded and is discharged by mutual consent. No other terms or changes will apply unless in writing and signed by both parties.

7.2 Neither party enters the agreement constituted by this Schedule and the Master Agreement on the basis of or relying on any representation, warranty or other provision not expressly stated herein.

7.3 This Schedule shall prevail if there is any conflict between it and the Master Agreement.

Signed by the parties' authorised representatives as follows:

On behalf of the Contractor by XXX

(Authorised signature)

Title:

On behalf of the Client by XXX

(Authorised signature)

Title: