

## **Background**

The Client is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide Sales as a Service to the Client.

The Service Provider is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## **Services provided**

1. The Client hereby agrees to engage the Service Provider to provide the Client with the Sales as a Service (the "Services") described in this document. Estimates shown are based on figures discussed during the evaluation process between Client and Service Provider and cannot be relied upon or be enforceable. Days of labour allocated during the engagement is the only enforceable deliverable offered.

2. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Client.

## **Term of agreement**

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

## **Performance**

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **Currency**

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

## **Payment**

6. The Service Provider will charge the Client for the Services for the amount and following the schedule outlined in this document.

7. Invoices submitted by the Service Provider to the Client are due as specified in the payment terms section of this document.

8. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Service Provider will be entitled to the full charges described in this section of this document, provided that there has been no breach of contract on the part of the Service Provider. The Service Provider may terminate the contract with 14 days' notice, for which the Client will incur no cancellation costs and be liable only for the cost of the services delivered.

9. The Service Provider will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Service Provider will indemnify the Client in respect of any such payments required to be made by the Client.

10. The Service Provider will be solely responsible for the payment of all remuneration and benefits due to the employees of the Service Provider, including any National Insurance, income tax, and any other form of taxation.

### **Reimbursement of costs**

11. In addition to the costs described in this document, the Service Provider may incur unexpected costs associated with delivery of the project. On these occasions, the Service Provider will be reimbursed from time to time for reasonable and necessary expenses incurred by the Service Provider in connection with providing the Services.

12. All expenses greater than the total single-purchase cost of £10.00 must be pre-approved by the Client.

### **Confidentiality**

13. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

14. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

15. All written and oral information and material disclosed or provided by the Client to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.

### **Ownership of intellectual property**

16. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Service Provider. The Client is granted a non-exclusive and limited-use licence of this Intellectual Property.

17. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Service Provider.

### **Return of property**

18. Upon the expiry or termination of this Agreement, the Service Provider will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

### **Capacity/Independent contractor**

19. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent service provider and not as an employee. The Service Provider and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

### **Autonomy**

20. Except as otherwise provided in this Agreement, the Service Provider will have full control over working time, methods, and decision-making in relation to the provision of the Services in accordance with the Agreement. The Service Provider will work autonomously and not at the direction of the Client. However, the Service Provider will be responsive to the reasonable needs and concerns of the Client.

### **Equipment**

21. Except as otherwise provided in this Agreement, the Service Provider will provide at the Service Provider's own expense, any and all equipment, software, materials, and any other supplies necessary to deliver the Services in accordance with the Agreement.

### **No exclusivity**

22. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

### **Notice**

23. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing.

### **Indemnification**

24. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

### **Modification of agreement**

25. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

### **Time of the essence**

26. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### **Assignment**

27. The Service Provider may voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement by providing the Client 3 weeks notice ahead of transfer execution. In this event, the Client will have the opportunity to cancel the agreement if the transfer is not suitable with no cancellation fees.

### **Entire agreement**

28. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

29. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

### **Titles/Headings**

30. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

### **Gender**

31. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

### **Governing Law**

32. This Agreement will be governed by and construed in accordance with the laws of England.

### **Severability**

33. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

### **Waiver**

34. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.