AGREEMENT FOR SERVICES

Date:

Parties:

1. **ClerksWell Limited** of 12 Groveland Court, Lonodn EC4M 9EH, company number 07905188 (**"ClerksWell**");

2. [ ] of [ ] and whose company registration number is [ ] ("**the Client**").

ClerksWell agrees to provide the Client with development, design, consultancy and/or other services as set out in the attached Term Sheet(s), Change Request(s) and Statement(s) of Work ('the Services'), and the Client agrees to accept and pay for the Services, on the basis of the attached Term Sheet(s), Statement(s) of Work and General Terms and Conditions.

SIGNED by ……..

Name …….

Position……..

For and on behalf of

ClerksWell Limited

SIGNED by ……..

Name …….

Position……..

For and on behalf of the Client

12 Groveland Court London EC4M 9EH T +44 (0) 20 7689 8800 Registered Number: 07905188 VAT Number: 127 1515 37

TERM SHEET (1)

1. General Description of the Services:

See the proposal entitled "Client", dated …(the "Statement of Work") for a description of the Services to be provided pursuant to this Term Sheet.

2. Charges and Payment:

The total cost for delivery of the services is defined in the Statement of Work

Any additional work outside the scope defined in the Statement of Work will be subject to the agreement of a revised or new Statement of Work between ClerksWell and the client.

3. Start Date:

The Services governed by this Statement of Work will commence on the date agreed in the Statement of Work

4. Timetable and Milestones for completion of the Services:

4.1. Projects or consultancy under £10,000 in value will be invoiced on the date of commencement

4.2. Projects over £10,000 will be subject to a payment schedule as below

Milestone	Date	Invoice
Project Initiation 40%		£
Delivery for UAT 40%		£
Go-live or 30 days from delivery to UAT* 20%		£
		£
	Total	£

*Whichever is sooner

All payments exclude VAT, charged at standard UK rate on date of invoice.

5. Ratecard

Role	Min day rate	Max Day Rate
Creative Director	£850	£1,000
Designer	£650	£750
Developer	£650	£750
Senior Developer	£700	£800
Project Manager	£750	£850
Business Analyst	£750	£850
Network Infrastructure Consultant	£650	£850
QA Analyst	£550	£650
Training Consultant	£750	£900
Technical Lead	£750	£850
User Experience Consultant	£750	£950
Sitecore Digital Marketing Consultant	£750	£950
Assistant	£450	£550

TERMS AND CONDITIONS

ClerksWell Ltd General Terms & Conditions

1. These Terms and Conditions, together with the Agreement for Services, Statements of Work, Term Sheets and (where applicable) Rate Card apply to the contract for the provision of the Services by ClerksWell to the Client ("the Contract").

2. Any further work requested by the Client will be subject to execution of an additional statement of work and payment of ClerksWell's standard charges (as agreed at the time) or as otherwise agreed in writing between the parties.

3. ClerksWell shall use its best efforts to provide the Services (as detailed within the Statement of Work) in accordance with the timetable as set out in the Term Sheet (the "Timetable").

4. The Client acknowledges that ClerksWell's ability to provide the Services is dependent upon the full and timely co-operation of the Client and any third party nominated by the Client, as well as the accuracy and completeness of any specifications, information and data to be provided by the Client or any such third party. Any delay on the part of the Client in supplying information, materials, approvals and assistance to ClerksWell shall entitle ClerksWell to revise the Timetable and extend the period of delivery of the Services by a period equal to the Client's or any such third party's delay, where such delay materially impacts upon ClerksWell's ability to provide the Services.

5. Where phased sign off is required by the parties, this shall be specified in the relevant Statement of Work. Any unreasonable delays in returning any sign off and any unavoidable delay by the Client in keeping to any deadlines will affect subsequent deadlines and thus the delivery date. ClerksWell may incur extra costs as a result of these delays, which may be charged to the Client. The Client will notify ClerksWell of any dates to be avoided for project sign-offs as far as possible in advance and these dates must then not be used.

6. ClerksWell may, with Client's prior written approval, engage sub-contractors to perform any aspect of the Services at no extra cost to the Client (unless otherwise agreed). ClerksWell shall be responsible for any necessary insurance for any sub-contracted work. ClerksWell shall indemnify the Client for any losses incurred as a result of the use of such sub-contractors, including without limitation, loss of data, delays to delivery of the Services, and other related damages.

7. If in the course of providing the Services it becomes apparent that for technical or other reasons not reasonably foreseeable at the time the Contact was entered into, it will not be possible for the Services to be completed within the Timetable without significant extra resources, or that the costs of providing the Services will materially exceed those contemplated at that time, ClerksWell shall be entitled to request a review of the Timetable and/or the charges for the Services, as appropriate, within a reasonable timeframe.

8. Where ClerksWell indicates in any proposal or offer or in the Statement of Work that any part of the Services is to be provided by one of more named individuals, ClerksWell shall use its best endeavours to ensure that those individuals are available for the purposes of providing the Services, but if for any reason any of them becomes unavailable for those purposes, ClerksWell shall be entitled, without any liability to the Client, to arrange for another equally qualified individual to provide the part of the Services in question at no extra cost to the Client.

9. Subject to prior agreement, ClerksWell shall be reimbursed for travelling and related expenses reasonably incurred by its representatives (such as accommodation, meals, telephone) when travelling (at the Client's request) to offices other than the Client's principal London address. Such costs to be agreed by the Client in writing and in advance

10. The Client shall pay ClerksWell the charges for the Services set out or referred to in the Term Sheet, Rate Card, or as otherwise agreed pursuant to paragraph 2. All charges payable for the Services are exclusive of VAT, which will be chargeable in accordance with legislation current at the date of invoice.

11. Unless disputed, payment of all charges due must be made thirty (30) days from the date on which the relevant invoice is provided. Failure to effect payment when due may result in suspension of the Services without prejudice to any other remedy which ClerksWell may have.

12. The Client shall provide ClerksWell with access to, and use of, all information, data and documentation reasonably required by ClerksWell for the performance of its obligations under the Contract, and shall be responsible for the accuracy and completeness of all such information, data and documentation.

13. The Client warrants that all materials provided by the Client for use in connection with the Services comply with all applicable laws and do not infringe any third party rights.

14. Copyright and all other intellectual property rights in any deliverables produced in the course of the Services including any website or software produced by ClerksWell for the Client ("Foreground Rights") shall initially vest in ClerksWell, but once ClerksWell has received payment in full for the Services, ClerksWell shall assign such Foreground Rights to the Client, subject to paragraph 15.

15. All copyright and other intellectual property rights in any software and other technology owned or licensed by ClerksWell and used to produce the Services ("Background Rights") shall remain vested in ClerksWell, but once ClerksWell has received payment in full of ClerksWell's charges for the Services, ClerksWell shall grant the Client (and any relevant third parties) a perpetual, royalty-free, non-exclusive license in respect of such Background Rights (in the case of software, and unless otherwise agreed in writing with ClerksWell, in object code form only) for the purposes set out in the Statement of Work.

16. Subject to paragraph 21 the Client, or any agent/sub-contractor of the Client, shall have the right to maintain and amend the deliverables produced in the course of the Services as it sees fit, provided such maintenance and amendment entails no breach of any rights of ClerksWell.

17. All third party software products used in connection with the Services and any deliverables are licensed, not sold, and ClerksWell's obligation is limited to using its best endeavours to arrange for the grant of a licence by the third party supplier, subject to payment by the Client of all requisite licence and maintenance fees therefor.

18. ClerksWell shall indemnify the Client against all damages, losses and expenses incurred by the Client arising out of any claim that any website, software or other content provided by ClerksWell in connection with the provision of the Services is unlawful or infringes the intellectual property or other rights of any third party.

19. Development and acceptance of deliverables

(a) Once ClerksWell has completed design and development of the deliverables in accordance with a Statement of Works, ClerksWell shall invite the Client to perform Acceptance Tests. The procedure set out in this paragraph 19 shall be repeated in respect of any further development works agreed by the parties from time to time.

(b) The Acceptance Tests shall test material compliance of the deliverables with their corresponding Statement of Work.

(c) Acceptance of the deliverables shall occur when the Acceptance Tests have been passed. The Client shall communicate Acceptance in writing within five (5) days following successful completion of the Tests.

(d) In the event that any Acceptance Tests are not passed, the failures that cause the relevant tests to be failed ('**Defects**') shall be drawn up and documented by ClerksWell and presented to the Client for discussion as to how best to rectify such Defects.

(e) If any failure to pass the Acceptance Tests results from a Defect which is caused by an act or omission of the Client, or by one of the Client's subcontractors or agents for whom ClerksWell has no responsibility ('**Non-Supplier Defect**'), the deliverables shall be deemed to have passed the Acceptance Tests notwithstanding such Non-Supplier Defect, and the Client shall sign and return the Acceptance Certificate to ClerksWell within five (5) Business Days of Acceptance. ClerksWell shall provide all assistance reasonably requested by the Client in remedying any Non-Supplier Defect by supplying additional services or products. If such assistance is requested, the Client shall pay ClerksWell in full for all such additional services and products at ClerksWell's pursuant to paragraph 2.

(f) ClerksWell shall remedy any Defects promptly in order to ensure that the deliverables pass the Acceptance Tests on a retest.

(g) Non-material Defects shall be remedied within a reasonable timeframe (as agreed between the parties), and shall not affect Acceptance of the deliverables.

(h) If such a retest demonstrates that the Site is still not in accordance with the Specification, the Client may, by written notice to ClerksWell, elect at its sole option:

(i) to fix (without prejudice to its other rights and remedies) a new date (within ten (10) working days) for carrying out further tests on the Site on the same terms and conditions as the retest (except that all reasonable costs which the Client may incur as a result of carrying out such tests shall be reimbursed by ClerksWell).

(ii) Should the Site fail to meet the required standard for this retest, ClerksWell shall be entitled to request one further retest within a reasonable period of time (not to be more than ten (10) working days). If the ClerksWell fails such further tests, the Client shall be entitled to proceed under paragraph 28; or

(iii) to accept the deliverables subject to an abatement of the Charges, such abatement to be an amount that is reasonable, taking into account the circumstances. In the absence of written agreement as to abatement within fourteen (14) days of the date of the notice given by the Client pursuant to this paragraph 19, the Client shall be entitled to reject the deliverables in accordance with paragraph 19(h); or

(iv) to reject the deliverables as not being in conformity with this agreement, in which event the relevant Statement of Work shall automatically terminate and ClerksWell shall forthwith refund to the Client all sums already paid to ClerksWell pursuant to that Statement of Work.

20. ClerksWell warrants to the Client that it shall provide the Services with the exercise of reasonable skill, care, diligence, prudence, efficiency, foresight and timeliness which would reasonably and ordinarily be expected from a skilled person experienced and qualified in the provision of services of a similar nature to the Services, and that for a period of thirty (30) days from acceptance or 'going live' of any deliverables supplied by ClerksWell (whichever occurs earlier) they shall function in accordance with their respective documentation agreed in writing between the parties, provided that the deliverables are used in accordance with ClerksWell's instructions, and, without prejudice to the other terms herein, are used correctly in conjunction with any designated operating system. Such acceptance or 'going live' date shall be subject to written confirmation by the Client, within a reasonable timeframe but no later that 30 days from delivery to UAT.

21. The warranty under paragraph 21 shall not apply to any error or defect in or lack of functionality of the deliverables which is due to any change made to them otherwise than by ClerksWell (or ClerksWell's subcontractor, or with ClerksWell's permission or knowledge), and shall cease to apply if the Client makes any change to the source code in respect of the deliverables. After the thirty (30) day warranty period any further support that the Client requests in connection with the deliverables will be subject to agreement in writing between the parties and payment of ClerksWell's

standard charges or as otherwise agreed in writing between them, as per paragraph 2 above.

22. In the case of software products licensed from third parties, ClerksWell shall extend to the Client the benefit of any guarantee, warranty or license which may have been granted to ClerksWell by the supplier of the software and shall take such steps as the Client may reasonably require to enforce such rights but save as aforesaid no condition or warranty is given by ClerksWell in relation to such third party software.

23. Save as herein provided, all representations, conditions, warranties or other terms whether express or implied and whether statutory or otherwise are hereby expressly excluded. Under no circumstances shall ClerksWell be liable to the Client or to third parties under or in connection with the Contract for loss of profit or data or any indirect, special or consequential loss, damage or expenses howsoever arising.

24. In any event, but subject to paragraph 39, the total liability of ClerksWell to the Client whether in contract, tort, statutory duty or otherwise (even where advised of the possibility of such loss or damage) for any loss or damage whatever arising from or in relation to the Contract shall, in respect of any one event or series of connecting events taking place within any twelve month period, be limited to the charges for the Services covered by the relevant Statement of Work (including any charges pursuant to further statements of work or standard charges levied pursuant to paragraph 2). This limit shall also apply in the event that any exclusion or other provision contained in the Contract is held to be invalid for any reason and ClerksWell becomes liable for loss or damage that would otherwise have been limited. ClerksWell shall not be responsible for any failure to perform its obligations hereunder due to circumstances beyond its reasonable control. The provisions of this paragraph 25 shall not in any way act to limit the liability of ClerksWell pursuant to paragraph 18.

25. The Client shall indemnify ClerksWell against all damages, losses and expenses incurred by ClerksWell arising out of any claim that any website or other content provided by the Client in connection with the provision by ClerksWell of the Services is unlawful or infringes the intellectual property or other rights of any third party, or any other claim arising out of or in connection with any such website or other content.

26. ClerksWell shall not use the product of the Services (including any web site developed hereunder) in its public relations and marketing activities without the prior written consent of the Client.

27. Either party may forthwith terminate the Contract by giving written notice to the other if the other party commits any material breach of these Terms and Conditions and, if the breach is capable of remedy, fails to remedy it within thirty (30) days after being given a written notice of the breach and requiring it to be remedied, or if the other party becomes insolvent or goes into receivership, administration or liquidation. For these purposes a breach of any provision of these Terms and Conditions shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance.

28. If ClerksWell is entitled to terminate the Contract for any reason it may, without limiting its rights, suspend the provision of the Services by giving written notice to the

Client, in which case the Timetable for the provision of the Service shall be adjusted accordingly.

29. The Client shall be permitted to terminate the Contract or any attached Statement of Work "at will" upon the provision of thirty (30) days written notice. Such termination shall be without prejudice to the accrued rights and obligations of the parties.

30. On the termination of the Contract for any reason, and without limiting any right of either party, the Client shall be liable to pay a proportionate part of the charges for the Services up to the date of termination, and any accrued charges for the Services shall be payable immediately. If ClerksWell terminates the Contract where not entitled to do so, it shall indemnify the Client for any and all costs thereby incurred by the Client and

shall return any and all charges collected by ClerksWell in relation to any work not completed at the time of termination.

31. Each party will at all times keep confidential and will not copy, reproduce, publish, disseminate or otherwise disclose, without the prior written consent of the other, any business, systems or other confidential information of the other party (including but not limited to any non-public information of that other party relating to its software, data, systems, trade secrets, product plans, designs, ideas, concepts, costs, prices, finances, marketing plans, business opportunities, research and development and other know how) or the terms of the Contract or use any such information other than for the purposes contemplated by the Contract (except that each party may disclose such information to those of its employees, agents and permitted sub-contractors who need to know the same for the purposes of the Contract or to any such party to whom it may be required by law to do so or to a regulatory authority).

32. Should ClerksWell wish to assign the benefit of the Contract to any person or to perform any of the obligations undertaken by it or exercise any of the rights granted to it under these terms and conditions through any of its Affiliates, the prior written consent of the Client will be required.

33. The Contract is personal to the Client and its associated group companies, and shall not be entitled to assign, mortgage, charge, sub-license or otherwise transfer any of its rights, except as expressly permitted by these Terms and Conditions.

34. Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership, or the relationship of principal and agent, between the parties.

35. A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Contract.

36. These Terms and Conditions (together with the Term Sheet, Rate Card and the Statement of Work) contain the entire agreement between the parties and supersede any previous agreement between them relating to the subject matter of the Contract, which may only be varied in writing signed by the duly authorised representatives of the parties.

37. The Client acknowledges that, in entering into the Contract, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in these Terms and Conditions.

38. Nothing in these Terms and Conditions is intended to limit or exclude the liability of either party for death or personal injury caused by negligence, or for fraudulent misrepresentation, or a breach of paragraph 32 (Confidentiality) or a claim by either party under any indemnity given in this Contract.

39. The failure by ClerksWell or the Client at any time or for any period to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of the right to enforce such Terms and Conditions on a future occasion.

40. Each of these Terms and Conditions shall be read and construed independently of each other so that if one more is held to be invalid as an unreasonable restraint of trade, or for any other reason whatsoever, then the remaining Terms and Conditions shall be valid to the extent they are not held to be so invalid.

41. The parties agree that any dispute or difference arising in relation to the Contract shall be referred to mediation in accordance with the model procedure of the Centre for Dispute Resolution, or failing that shall be determined by arbitration in London by a single arbitrator appointed in default of agreement by the President of the British Computer Society.

42. This Contract shall be governed by and construed in accordance with English law, and (subject to paragraph 41) the parties agree to submit to the exclusive jurisdiction of the English Courts.

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