

SERVICES AGREEMENT

PARTIES

This Services Agreement (hereinafter referred to as the **"Agreement"**) is entered into on _____ (the **"Effective Date"**) by and between GRM Marketing Limited, a UK-registered company with company number SC636307 and with its business address at Greenlaw Works, 6 Greenlaw Way, Glasgow G77 6EF (hereinafter referred to as the **"Service Provider"**) and _____, a [_____]-registered company with company number [_____] and with its business address at _____, (hereinafter referred to as the **"Client"**) (the Service Provider and the Client are hereinafter collectively referred to as the **"Parties"**).

LIST OF SERVICES

During the Term, the Service Provider shall perform and provide the following services (the **"Services"**) for and on behalf of the Client on an exclusive basis:

1. _____
2. _____
3. _____

CHARGES

In consideration of the Service Provider performing and providing the Services for the Client in accordance with industry standards, the Client shall pay to the Service Provider the following charges (the **"Charges"**):

- the Charges outlined in the Rate Card as outlined in Schedule 1 appended to this Agreement; and
- if necessary, the following additional Charges:

PAYMENT SCHEDULE

Unless otherwise agreed between the Parties, in which case the Payment Schedule Box below will be completed by the Parties, all payments of all Charges, including, without limitation, any and all expenses, shall be made by the Client in full to the Service Provider either within thirty (30) days of the Client's receipt of the Service Provider's valid invoice(s) or the due date specified on the invoice(s), if later than thirty (30) days after the issuing of the invoice.

<u>Payment Schedule Box</u>	
<u>Charges (Amount)</u>	<u>Due Date</u>

The Client shall pay the sums set out in each invoice, with all Charges cited in this Agreement being net of all applicable taxes, including VAT, which shall be chargeable in addition and shall be payable in full by the Client.

The Service Provider reserves the right to charge interest on any unpaid Charges, at the rate of 4% above the base rate of the Bank of England per month or part of a month on any invoice remaining unpaid (in part or in full) after the due date until payment is received by the Service Provider.

Notwithstanding its rights of termination hereunder, the Service Provider also reserves the right to suspend, withhold or withdraw the Services in the event of non-payment of Charges by the Client and the right, exercisable at its reasonable discretion, to notify any third party sponsor or other relevant third party as to why the Services have been suspended, withheld or withdrawn by the Service Provider.

The Service Provider reserves the right to undertake a credit check on the Client, particularly if the Client is a new client, and the Service Provider may, at its reasonable discretion, insist on a deposit or pre-payment being made by the Client before the Service Provider commences the Services.

The Client is not permitted to offset any Charges or other payments due hereunder against any payments which it claims that the Service Provider owes the Client under any other agreement or arrangement.

Save for the actual Charges to be agreed for the Services provided under this Agreement, the Parties acknowledge and agree that, in the event of any discrepancy between this clause entitled Payment Schedule and Schedule 1 appended to this Agreement, Schedule 1 shall take precedence.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in any materials or documents provided by the Client to the Service Provider to enable the Service Provider to perform the Services hereunder shall remain the absolute property of the Client, which hereby grants to the Service Provider a non-exclusive, royalty-free licence and right to use such materials and documents for the purpose of performing the Services.. In the event that any materials or documents provided by the Client to the Service Provider are owned by any third party or third parties, the Client undertakes to ensure that it is fully licensed to share such materials or documents with the Service Provider as outlined hereunder.

All physical materials and documents created by or used by the Service Provider during the Term in the provision of the Services and all intellectual property rights therein shall be and shall remain in perpetuity the property of the Service Provider, but the Service Provider hereby grants to the Client the non-exclusive, royalty-free right to use such materials and documents for the purpose contemplated within this Agreement. In the event that any materials or documents used by the Service Provider are owned by any third party or third parties, the Service Provider undertakes to ensure that it is fully licensed to use such materials or documents for the purpose of performing the Services hereunder.

TERM OF THIS AGREEMENT

This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “**Effective Date**”) and will terminate on the earlier of the completion of the Services by the Service Provider or _____. (the “**Term**”).

At the end of the Term, whether as a result of expiry or earlier termination hereunder, this Agreement will not automatically renew and any extension or renewal of the Term will be subject to the Parties entering into a fresh agreement or addendum.

TERMINATION

This Agreement may be terminated by either of the Parties in the event that any of the following events occurs:

1. if the other Party enters into compulsory or voluntary liquidation or makes any arrangement or composition with its creditors;
2. if a receiver is appointed or other encumbrancer takes possession of any of the assets of the other Party;
3. if the other Party ceases to carry on business;

4. if the other Party is in material breach of any of provision of the Agreement (including, without limitation, any warranty) and the breach is either incapable of remedy or, if capable of remedy, the other Party has failed to remedy the breach within seven (7) days after receipt of written notice to do so; or
5. if the Client has failed to pay any Charges or other sums due under this Agreement by the relevant due date.

If the Agreement is terminated in accordance with any of the scenarios above under this paragraph, all payments of Charges due to the Service Provider at the date of termination shall remain payable and be paid forthwith.

Upon termination of this Agreement, whether by expiry or termination under the provisions of this paragraph or as a result of Force Majeure, the Client will be required to return all of the Service Provider's products or any other content (if any) at its earliest convenience and the Client will be responsible for ensuring that all Charges and other payments due up to the date of termination are paid, while the Service Provider shall be responsible for returning all the Client's products or any other content (if any) at its earliest convenience and for ensuring that the Services are duly performed, if applicable, up to the date of termination.

LIMITATION OF LIABILITY

Nothing in this Agreement shall limit the liability of either of the Parties for death or personal injury resulting from its negligence or for fraudulent misrepresentation or for any liability which cannot be excluded by law.

Subject to the above, each of the Parties' liability for any damages or losses arising out of the Agreement, as a result of any proven negligence or material breach of contract or breach of statutory duty or otherwise, shall not exceed the total amount of the Charges payable hereunder by the Client to the Service Provider.

In addition, neither of the Parties shall be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the other Party, or for any loss of profits, anticipated profits, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any economic loss.

FORCE MAJEURE

If either of the Parties is prevented or delayed by Force Majeure from the performance of any of its obligations under this Agreement, such delay or non-

performance shall not constitute a breach of this Agreement and neither of the Parties shall be liable for such delay or non-performance. **“Force Majeure”** shall be any act, event, omission, cause or circumstance not within the reasonable control of the Party in question, including any civil disorder, riot, invasion, war or terrorist activity or threat of war or terrorist activity, any action taken by a governmental or public authority, any fire, explosion, storm, flood, earthquake, epidemic, global pandemic or other natural physical disaster.

WARRANTIES

Each of the Parties warrants that:

- it shall, throughout the Term, abide by all relevant and applicable laws and regulations, including those relating to anti-corruption, anti-bribery or anti-money laundering activities or to economic or trade sanctions,;
- neither it nor any of its employees, officers or directors is subject to any sanctions;
- it shall comply fully at all times during the Term in accordance with the provisions of the UK GDPR and any other relevant and applicable data protection legislation;
- it has disclosed to the other Party any recent judgments and pending claims of a material nature against it, or which are likely to adversely affect its good name, reputation, or public image; and
- it has in place systems for auditing and investigating fraudulent or illegal activities, security breaches or similar situations and is not aware of any such situation currently existing.

Except as expressly set forth in this Agreement, all conditions, warranties and representations, expressed or implied, are excluded to the fullest extent permitted by law.

CONFIDENTIALITY

Each of the Parties shall keep confidential any non-public information provided to it by the other Party in connection with this Agreement, including the terms of this Agreement, and shall not divulge such information to any third parties without the disclosing Party's written consent or as required by law. Neither Party shall issue a press release or make a public announcement regarding the subject matter of this

Agreement without the prior written approval of the other Party, such approval not to be unreasonably withheld or delayed.

RELATIONSHIP OF THE PARTIES

The Parties agree that the Parties are regarded as independent contractors and this Agreement implies or infers no joint venture, partnership or other form of similar understanding or agreement between the Parties. Each of the Parties undertakes to pay its own costs and expenses in entering into this Agreement and to be responsible for paying all relevant taxes, if any, as applicable resulting any benefit or burden of this Agreement.

AMENDMENTS

The Parties agree that any amendments made to this Agreement must be in writing and must be signed by both Parties to this Agreement.

ASSIGNMENT & NO THIRD PARTY RIGHTS

The Parties are not entitled to assign their rights or obligations under this Agreement to anyone else, unless both Parties agree to such assignment in writing. The terms and conditions in this Agreement set out the rights and obligations as agreed between the Service Provider and the Client only. Nothing in the Agreement will confer on any third party any benefit or right to enforce any provision of the Agreement.

ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding between the Parties with respect to its subject matter and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter.

SEVERABILITY

In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intentions, as outlined in this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Scotland. The Parties agree that the jurisdiction of either the English courts or the Scottish courts, as selected by the Party issuing any legal action or proceedings

hereunder, shall apply in relation to any legal action or proceedings (a) arising out of or in connection with the Agreement or its implementation or effect or (b) relating to any non-contractual obligations arising out of or in connection with the Agreement

COMMUNICATION

In this Agreement, the word “writing” or the word “written” means communication in any form of permanent correspondence, including letter, fax, email, SMS, text, WhatsApp or any other format of written, permanent communication, whether known now or hereinafter invented.

SIGNATURE AND DATE

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

SERVICE PROVIDER

CLIENT

GRM Marketing Limited.

Signature:_____

Signature:_____

Name: _____

Name: _____

Title: _____

Title: _____

Date:_____

Date:_____

SCHEDULE 1

RATE CARD

DAILY RATES

Daily Rate	£550 per day <i>(Management, Marketing, PR, Sponsorship)</i>
Crisis PR Rate	£650 per day <i>(includes out-of-normal office hours)</i>
Executive Level Rate	£300 per day
Research Executive	£300 per day

Rates are as of 1st November 2023. Based upon an eight-hour day.

Any changes to the Rate Card during the Term shall be notified by the Service Provider to the Client and will come into effect on a date to be specified by the Service Provider, which shall be no sooner than one (1) month after the date of notification of the new Rate Card.

SPONSORSHIP

Sponsorship sales commission to be applied is 20% on any funds raised by the Client (unless otherwise agreed in this Agreement) and shall be payable by the Client to the Service Provider, subject to each third party sponsorship contract being fully-executed by the Client and the third party sponsor.

Sponsorship sales commissions are to be paid by the Client to the Service Provider within seven (7) days of the relevant payment due dates within each sponsorship contract for the Client to receive payment from the third party sponsor, subject always to the Service Provider having issued the Client with a valid invoice for payment of such sales commission. In the event that the Client agrees with a third party sponsor delayed or reduced payments of sponsorship fees under its contract with such third party sponsor, the Service Provider will still be entitled to full sponsorship sales commissions as per the payment schedule of the original executed contract between the Client and the third party sponsor, unless the Service Provider, at its absolute discretion, agrees in writing, signed by both the Service Provider and the Client, to vary the terms of payment of its sponsorship sales commissions.

Any late payment of sponsorship sales commissions by the Client shall be subject to the interest and other payment provisions of this Agreement and shall give the Service Provider the right of immediate termination of this Agreement.

VIK value is by negotiation between the Parties, but is estimated at 5% of agreed value.

Sponsorship planning, sales and negotiating daily rates are as outlined in the Daily Rate above, under staff daily rates.

For the avoidance of doubt, if a sponsorship agreement with a third party introduced to the Client by or via the Service Provider is extended or continue after the end of the Term and any renewals are conducted by the Client and the third party sponsor without the Service Provider's performance of the Services for such renewal or renewals, the sponsorship agreement commission at the agreed rate for the original sponsorship agreement shall be payable to the Service Provider by the Client for up to four (4) years after the end of the Term.

VIDEOGRAPHY & PHOTOGRAPHY

Full-day filming and editing charged at £380.

Drone filming and editing charged at £250 per 4 hours.

Media RIB charged at £550 per day (8 hours).

DESIGN

Design charged at £75 per hour.

EXPENSES

Expenses are at cost +10%. The Service Provider will provide copies of itemised VAT receipts, upon request of the Client.

Mileage is charged at forty-five (45) pence per mile.