SERVICES AGREEMENT

DATE	
	Cover Sheet

Supplier	[NAME, FULL COMPANY NAME IF A COMPANY]			
Supplier Address	[ADDRESS]			
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This Agreement				
SIGNED BY [NA, ,,				
For and on behalf of [N	NAME OF SUPPLIER]			
~				
SIGNED BY [NAME] [, a Director]				
For and on behalf of [N	NAME OF CUSTOMER]			

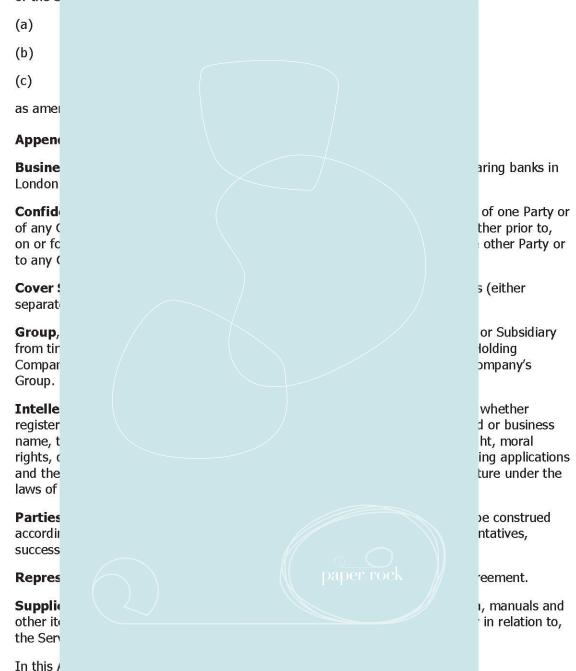
Schedule

1 Interpretation

1.2

1.1 In this Agreement, the terms set out in the Cover Sheet shall have the meanings specified in the Cover Sheet and the following words and expressions shall have the following meanings:

Agreement means this agreement between the Supplier and the Customer for the provision of the Services comprising the following:



- (a) reference to any statute or to any statutory provision includes a reference to any amendment, consolidation, replacement or re-enactment of any such statute or statutory provision and includes any regulation or other subordinate legislation made from time to time under that statute or statutory provision;
- (b) reference to a paragraph is a reference to the relevant paragraph of this Schedule;

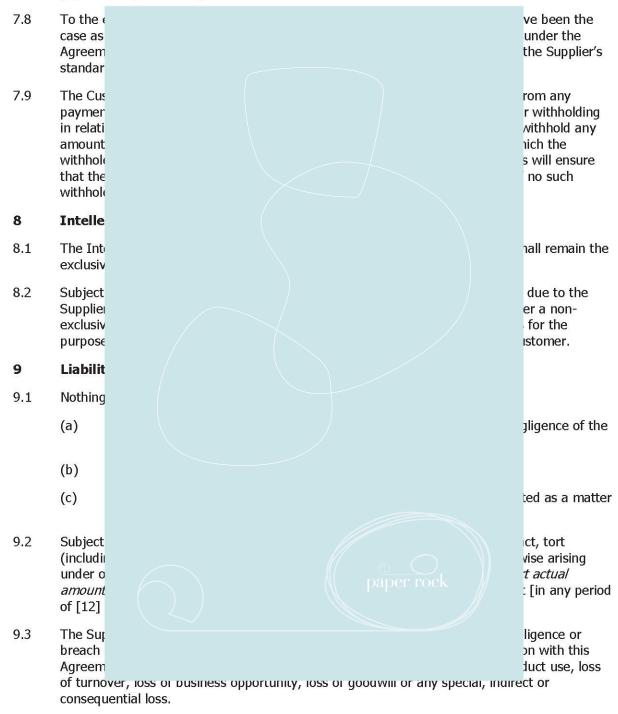
- (c) **include**, **including** and **in particular** are to be construed as illustrative and not so as to limit the sense of any words, definition, phrase or term preceding them;
- (d) **other** and **otherwise** are to be construed as illustrative and not so as to limit the sense of any words preceding them where a wider construction is possible;
- Holding Company or Subsidiary means a "holding company" or "subsidiary" as (e) defined in section 1159 of the Companies Act 2006 and a company is to be treated (for the numbers only of the membership requirement contained in subsections s in that other nee) by way of ; and (f) e means of 1.3 Paragra ext otherwise requires 1.4 In the ϵ wing, the followin hedule. 2 Appoin The Cus this Agreement and the 3 Comm if no 3.1 This pro Comme : Cover Sheet has bee 3.2 either Party Subject notice to giving r expire r 3.3 This Ag 4 Party F 4.1 Each Pa Agreement. 4.2 The firs e Cover Sheet. 4.3 Each Pa and/or appoint an addi to the other Party. 4.4 Each Pa nt and bind that Par 5 Supplie
- 5.1 The Supplier undertakes to provide the Services to the Customer in accordance with this Agreement.
- 5.2 The Supplier undertakes that it shall:
 - (a) provide the Services with reasonable skill and care;

- (b) at the reasonable request of the Customer, consult with the Customer as to the provision and progress of the Services and keep the Customer reasonably informed in writing as to the provision and progress of the Services; and
- (c) comply with all applicable laws and regulations in the provision of the Services.
- 5.3 The Supplier's employees or agents are not authorised to make any representations or warranties concerning the Services unless confirmed in writing by a Representative of the Supplier

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- (b) the Supplier may charge interest on the unpaid amount at the rate specified in this Agreement or, if no rate is specified, at the rate applicable pursuant to The Late Payment of Commercial Debts (Interest) Act 1998 from time to time.
- 7.6 Interest on any overdue amount shall accrue from day to day from the due date until the date of payment, whether before or after judgement.

- 7.7 The Supplier reserves the right, by giving notice to the Customer from time to time, to increase the Fees to reflect any increase in the cost to the Supplier which is due to:
 - any factor beyond the control of the Supplier, including currency fluctuation, a change in law or rate of tax or a significant increase in the cost of materials, utilities, services or labour; or
 - (b) an agreed change in the Services.



9.4 Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

10 Force Majeure

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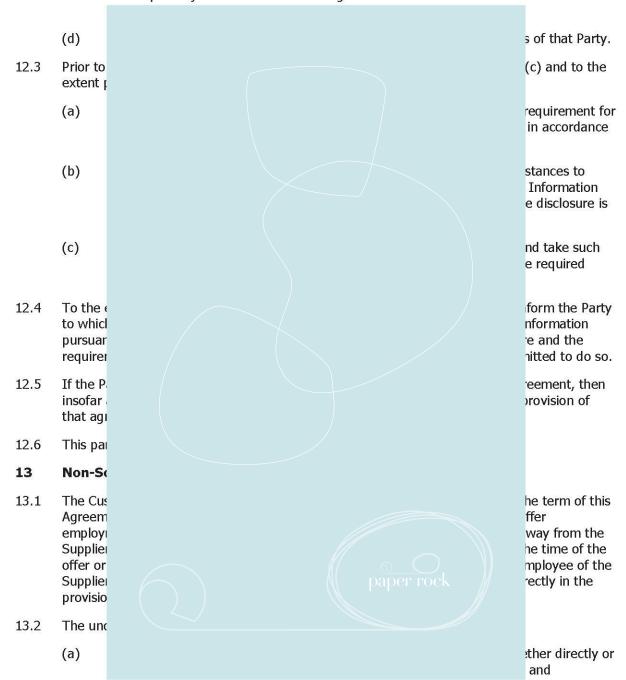
Confide

10.1 The Supplier shall not be liable to the Customer, or be deemed to be in breach of this Agreement, by reason of any failure or delay in performing any of the Supplier's obligations under this Agreement if the failure or delay is due to events, circumstances or causes beyond the reasonable control of the Supplier.

11 **Termination** [This Ac ther not less 11.1 than 30 11.2 The Sur ct by notice in writing nade by the Custom 11.3 Either P t by notice in writing eement; (a) (b) ement and fails of a written remedied; (c) to cease to (d) y or any ith all or any of (e) ty or in (f) 11.4 On tern ly due and (a) vices, which (b) n survives or effect. 11.5 Termina s, obligations uding any legal or liabili right or before the date of

- 12.1 Subject or the purpose of exercising its rights or performing its obligations under this Agreement) not use or disclose any Confidential Information of the other Party.
- 12.2 Paragraph 12.1 shall not apply to Confidential Information which:
 - (a) enters the public domain other than as a result of its unauthorised disclosure in breach of this Agreement;

- is in the possession of a Party free from any obligation of confidence and was not obtained from the other Party as a result of negotiating or entering into this Agreement;
- (c) subject to paragraphs 12.3 and 12.4, a Party is required to disclose by law, by the rules of any recognised stock exchange, by any governmental, regulatory, supervisory or statutory organisation, body or delegate or by any judicial or other person or court of competent jurisdiction which is charged with administration of law and which has

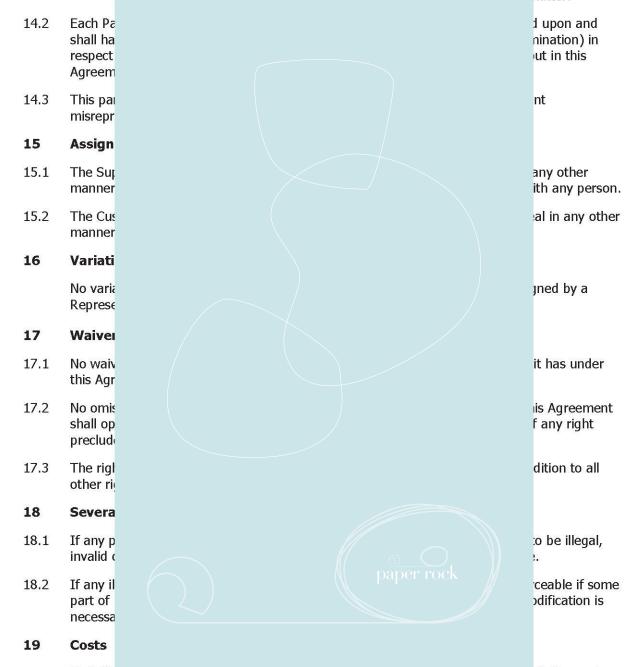


(b) is considered fair and reasonable by the Parties but if it or any part of it is found to be unenforceable, but would be enforceable if any part of it were deleted or the period of application reduced, the undertaking shall apply with such modifications as may be necessary to make it enforceable.

14 Entire Agreement

14.1 The Agreement:

- (a) constitutes the entire agreement between the Parties about the subject matter of this Agreement; and
- (b) supersedes any previous agreement, draft agreement, arrangement or understanding (whether in writing or not) between the Parties relating to its subject matter.

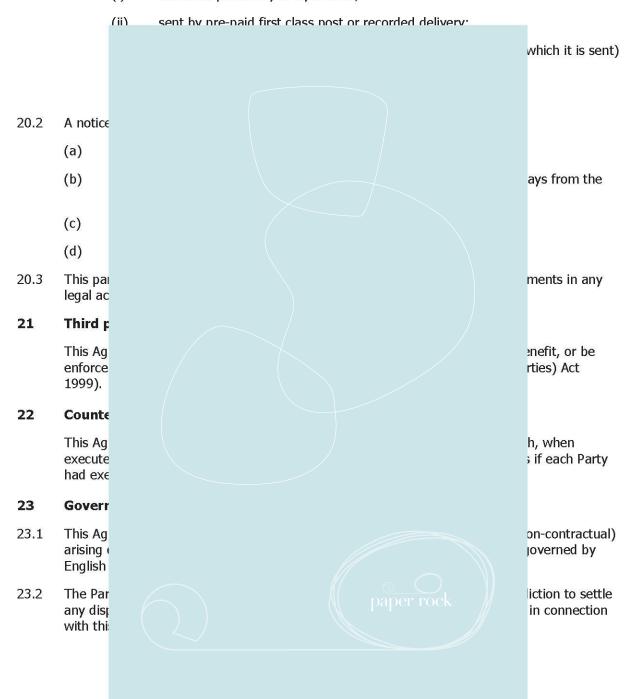


Each Party snan bear its own costs incurred in relation to the preparation, negotiation and performance of this Agreement.

20 Notices

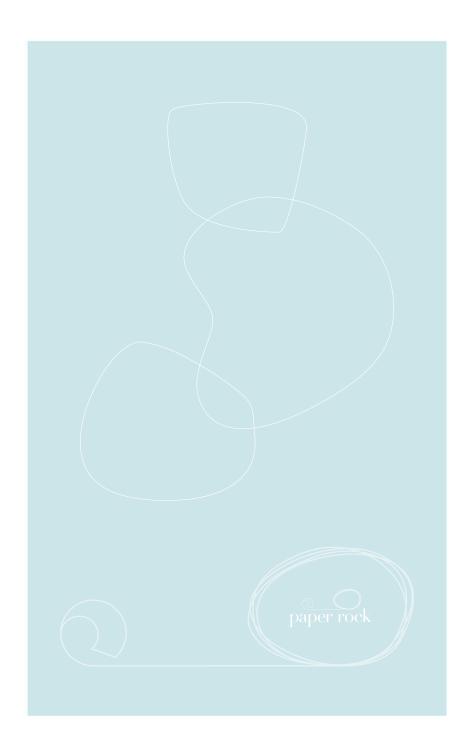
20.1 A notice given under this Agreement:

- (a) shall be sent for the attention of the Representative of the relevant Party and to the address given in the Cover Sheet (or such other address as the relevant Party may notify to the other Party in writing in accordance with this paragraph); and
- (b) shall be:
 - (i) delivered personally or by courier;



APPENDIX 1 – SERVICES

[Specify the services to be provided by the Supplier, the scope of work, deliverables or milestones and timescales for their delivery/performance]



APPENDIX 2 - FEES

[Specify:

- 1. the basis on which the Supplier will charge for the Services, or for certain deliverables or elements of the Services, for example:
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