

These Terms and Conditions shall apply to the provision of Services by COLLABORATIVE COMMUNICATIONS LTD, a company incorporated in Scotland (Registered number SC658161) and having its Registered Office at 52 Braehead Crescent, Stonehaven, Scotland, AB39 2PS (“CoCo”) to you, (“the Client”).

In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), these Terms and Conditions shall prevail unless expressly otherwise agreed by CoCo in writing.

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Affiliate”	means in relation to a legal entity (1) its ultimate holding company (2) its subsidiaries and (3) all other subsidiaries of its ultimate holding company as the terms “subsidiary” and “holding company” are defined by Section 1159 of the Companies Act 2006 as amended;
“Applicable Laws”	means the laws of Scotland and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the performance of the Services;
“Budget”	means the information contained in a Work Statement detailing all projected costs and expenses for developing the Deliverables (and hosting services to be provided) in accordance with this Agreement;
“Change Order”	means a written statement signed by the parties recording any (a) change in the details of a Work Statement, even if a fixed price Work Statement, or (b) change in the assumptions upon which the Work Statement is based (including, but not limited to, changes in an agreed starting date for a Project or suspension of the Project by the Client or (c) any changes in the budget and/or time lines;
“Code”	means all computer programming code (both object and source, unless otherwise specified), as written, modified or enhanced from time to time by CoCo, including, without limitation, all interfaces, navigational devices, menus, menu structures or arrangements, icons, help, operational instructions. script, commands, syntax HTML, design, templates, and the literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access or otherwise affect the Content whether created or licensed from third

	parties by CoCo including without limitation, any Intellectual Property Rights in such material;
“Commencement Date”	means the date of the first Work Statement entered into between the parties;
“Confidential Information”	means in relation to either party any information which is disclosed to that party by the other party (whether or not developed by the other) including, without limitation (a) the preparation and Specifications of the Deliverables, (b) pre-existing or new information that relates to all ideas, designs, methods, discoveries, improvements, products or other results of the Services, (c) trade secrets, (d) product data, (e) proprietary rights, (f) business and financial affairs, (g) product developments, (h) customer and employee information (i) login credentials and social media account details and (j) Intellectual Property Rights;
“Content”	means all text, graphics, animation, audio and/or digital video components Social Media Content and all other components of the Deliverables and the selection and arrangement thereof, other than Code, whether created by CoCo or provided by the Client for purposes of developing the Deliverables, including without limitation any Intellectual Property Rights therein;
“Data Subject”	has the meaning set out in the Privacy Legislation;
“Deliverable(s)”	means the specific Services relating to a Project specified in each Work Statement including (without prejudice to the foregoing generality) all Code, Content and other materials to be produced by CoCo hereunder as more fully described in the relevant Work Statement;
“CoCo Personnel”	means all employees, officers, staff, other workers, agents and consultants of CoCo and of any Sub-contractors who are engaged in the performance of the Services from time to time;
“Formal Acceptance”	means either i) written acknowledgement, sent via email by the Client to CoCo, or ii) sign off via the platform Monday.com or Plannable (or any such other software platform that CoCo nominates and identifies to the Client in writing) confirming that the work has been completed and tested/reviewed and either delivered to their satisfaction or not delivered to their satisfaction (rejecting the Project as a whole or certain Deliverables);
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679) as amended, replaced, adopted or re-applied;

“Intellectual Property Rights”	means any patent, copyright, trademark and design rights (in either case registered or unregistered) format rights, trade secrets, moral right, right of attribution or integrity right to confidentiality know-how, data base rights, algorithms, graphical user interfaces, menu command hierarchies or other intellectual or industrial property rights or proprietary rights arising under the laws of any jurisdiction (including, without limitation, all claims and causes of action for infringement, misappropriation or violation thereof and all rights in any registrations and renewals);
“Open Source Software”	means computer software in which source code is released under a license in which the copyright holder grants users the rights to study, change, and distribute the software to anyone and for any purpose;
“Pass-through Costs”	means outlays such as salaries, contractor fees, platform/hardware/hosting costs, telecommunications costs, third party licensing costs etc.;
“Personal Data”	has the meaning set out in the Privacy Legislation;
“Pre-existing Works”	means any pre-existing original works of authorship contained in the Content or Code as identified in a Work Statement, procedures and techniques, know-how, personnel data, financial information, computer technical expertise and software, which have been independently developed by CoCo or licensed from third parties by CoCo including without limitation, any Intellectual Property rights in such material which relate to its business or operations;
“Privacy Legislation”	means the GDPR (where applicable in relation to the storage retention and processing of EU personal data), the Data Protection Act 2018, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the “UK GDPR”), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner (as amended or replaced from time to time), and all applicable laws and regulations relating to the processing of personal data and privacy whether now or in the future in force;
“Project(s)”	means a specific piece of work which is the subject of a Work Statement;

“Relevant Period”	means the period of 3 years from and after the Commencement Date;
“Schedule”	means the schedule annexed;
“Services”	means the services to be delivered by CoCo which are the subject of a Work Statement;
“Social Media Content”	means any and all content, including but not limited to posts created by CoCo for the Client, for publication on social media in the course of providing the Services under this Agreement;
“Software”	means software belonging to the Client from time to time;
“Specifications”	means the requirements for the development of the Deliverables, including operational and functional capabilities and performance contained in a Work Statement;
“Sub-Contract”	means any contract between CoCo and a third party pursuant to which CoCo agrees to source the performance of the Services (or any of them) from that third party;
“Sub-contractor(s)”	means those persons with whom CoCo enters into a Sub-contract or its or their employees, officers, Sub-contractors or agents;
“Third Party Materials”	those materials created by a third party and included in any Deliverables;
“Work Statement”	means the Work Statement set out in Part 1 of the Schedule, as revised by the parties from time to time, containing (i) a description of the Deliverables (including Specifications) to be delivered, and any services to be performed, including the hosting of Software (if applicable), by CoCo for the Client, (ii) a Budget and (iii) a Work Programme. The Work Statement may also include provisions for written and/or oral progress reports by CoCo, detailed functional and technical specifications and standards for all services and Deliverables, including quality standards, documentation standards, lists of any special equipment to be procured by CoCo or provided by the Client for use in performance of the work, test plans and scripts, and such other terms and conditions as may be mutually agreed by the parties;
“Work Programme”	means the timetable for the development of the Deliverables as set out in the relevant Work Statement.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

- 1.2.1 “**writing**”, and any cognate expression, includes a reference to any communication affected by electronic transmission or similar means;
- 1.2.2 a “**working day**” is a reference to any day other than Saturday or Sunday which is not a bank or public holiday in the territory of either party;
- 1.2.3 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.4 “**Agreement**” is a reference to this Agreement and each of the Schedules, Annexes or Exhibits as amended or supplemented at the relevant time;
- 1.2.5 “**party**” means either the Client or CoCo as the case may be and “**parties**” shall mean both of them; and
- 1.2.6 a clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.

1.3 In this Agreement:

- 1.3.1 any reference to the parties includes a reference to their respective personal representatives, successors in title and permitted assignees;
- 1.3.2 any reference to a person includes any body corporate, unincorporated association, partnership or any other legal entity;
- 1.3.3 words importing the singular number include the plural and vice versa; and
- 1.3.4 words importing either gender include the other gender.

1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. **Scope of Agreement**

- 2.1 As a "master" form of contract, this Agreement allows the parties to contract for multiple Projects through the issuance of multiple Work Statements, without having to re-negotiate the basic terms and conditions contained herein. This Agreement covers the provision of services by CoCo and CoCo's Affiliates and, accordingly, this Agreement represents a vehicle by which the Client can efficiently contract with CoCo and its Affiliates for a range of services.

3. **Work Statements**

- 3.1 The specific details of each Project shall be separately negotiated and specified in a Work Statement. Each Work Statement will include, as appropriate, the scope of work, Work Programme, and Budget and payment schedule. Each Work Statement shall be subject to all of the terms and conditions of this Agreement, in addition to the specific details set forth in the Work Statement.
- 3.2 All Work Statements shall be deemed to be incorporated herein by reference.

4. **Nature of Services**

- 4.1 The specific Services will be specified in relation to any Project in the relevant Work Statement.

5. **Payment of Fees and Expenses.**

- 5.1 The Client will pay CoCo for fees, expenses and Pass-through Costs in accordance with the Budget and payment schedule contained in each Work Statement. The Client agrees that the Budget and payment schedule for each Work Statement will be structured in an effort to maintain cash neutrality for CoCo (with respect to the payment of professional fees, Pass-through Costs and otherwise).
- 5.2 The Client agrees that a prepayment may be necessary for CoCo to maintain cash neutrality over the term of the Work Statement taking into account payment terms agreed upon between the parties. Unless otherwise agreed in a particular Work Statement, the following shall apply:
- 5.2.1 CoCo will invoice the Client monthly in accordance relevant Work Statement for the fees, expenses and Pass-through Costs incurred in performing the Services; and,
- 5.2.2 The Client shall pay each invoice within Thirty (30) days of the date of the invoice. If any portion of an invoice is disputed, then the Client shall pay the undisputed amounts as set forth in the preceding sentence and the parties shall use good faith efforts to reconcile the disputed amount as soon as practicable. The Client shall pay CoCo interest in an amount equal to two percent (2%) per month of all undisputed amounts owing hereunder and not paid within Thirty (30) days of the date of the invoice.

6. **Scope of Services**

- 6.1 CoCo shall author, design, create, develop, test and produce the Deliverables, in accordance with the Work Statement. At any time during the term of this Agreement, the Client may request additional services to be performed by CoCo. Such additional work shall be agreed upon in writing by the parties and shall be recorded in a Work Statement which Work Statement shall be subject to the terms of this Agreement and become effective upon execution, by authorised representatives of both parties.
- 6.2 CoCo agrees to use all reasonable endeavours to complete the Deliverables in a timely manner according to the relevant Work Programme but the obligations with respect to meeting each Work Programme are subject to delays caused by Force Majeure. CoCo agrees to notify the Client promptly of any event coming to its attention that may affect CoCo's ability to meet the requirements of a Work Statement, or that is likely to cause any material delay in delivery of the Deliverables. CoCo shall not be in breach of this Agreement as a result of a reasonable delay in delivering the Deliverables caused by Force Majeure.

7. Change Orders.

- 7.1 If the Client wishes to amend the scope of a Work Statement, the parties will use all reasonable endeavours to agree a Change Order. Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, Budget, Work Programme or other matter. The Change Order will become effective upon the execution of the Change Order by both parties and will include a specified period of time (as agreed upon by the parties) within which CoCo will implement the changes and any increase in price.
- 7.2 Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party. CoCo reserves the right to postpone affecting material changes in the Project's scope until such time as the parties agree to and execute the corresponding Change Order.

8. Compensation

- 8.1 If CoCo quotes an unqualified and unconditional price for Deliverables or particular services in the Work Statement, the amount quoted shall be deemed a fixed price. Unless the Work Statement provides for deferral of payment after completion or some other form of payment schedule, the Client shall pay monthly for the Services.
- 8.2 Except as set forth in the Work Statement, CoCo shall bear all of its own expenses arising from its performance of its obligations under this Agreement, including (without limitation) expenses for facilities, work spaces, utilities, management, clerical and reproduction services, supplies, and the like. Declaring for the avoidance of doubt, in exchange for valid receipts and invoices exhibited to the Client, CoCo shall be entitled to claim reasonable travel expenses from the Client, necessarily and properly incurred for the purpose of providing the Services.
- 8.3 With respect to Deliverables, and other services for which the parties determine that payment on a fixed price basis is not appropriate, the Work Statement may provide for payment on the basis of time and materials, determined according to the hourly rates set for CoCo's employees and contractors in terms the schedule of rates narrated in the relevant Work Statement. The parties may agree on a maximum aggregate amount for a particular Project. CoCo shall use all reasonable endeavours to complete the specified Services and/or Deliverables for no more than such aggregate amount. Should CoCo determine at any time that it may be necessary to exceed such aggregate amount, CoCo shall provide a written notice to the Client, indicating the estimated cost to complete the Project. Following receipt of such estimate, the Client shall immediately instruct CoCo in writing to (i) halt work with respect to such Project, (ii) continue on a time and material basis, or (iii) suspend work pending further negotiation of a fixed price for completion.
- 8.4 The rates prescribed by the schedule of rates, shall be in lieu of compensation or reimbursement for any costs or burden incurred by CoCo except as specifically set out in the Work Statement. Rates quoted by CoCo in the schedule of rates are subject to change upon sixty (60) days' advance notice, provided that any such change shall have no effect upon rates or charges for work already rendered or scheduled to be rendered within thirty (30) days of the issue of such notice.

9. Term and Termination

- 9.1 This Agreement shall commence on the Commencement Date and shall continue for the Relevant Period, or until terminated by either party in accordance with sub-Clause 9.2 or 9.3 below.
- 9.2 After the Relevant Period, the Agreement will automatically renew each year thereafter for a period of one year, unless either party notifies the other party in writing at least 30 days prior to the renewal date that it does not want to renew the Agreement.
- 9.3 Either party may terminate this Agreement by giving written notice to the other party if:
- 9.3.1 any sum owing to that party by the other party under any of the provisions of this Agreement is not paid within thirty (30) days of the due date for payment;
- 9.3.2 the other party commits any other material breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within thirty (30) days after being given written notice giving full particulars of the breach and requiring it to be remedied;
- 9.3.3 a creditor takes possession, or (where the other party is a company) a receiver, administrator or liquidator or the relevant equivalent is appointed, of any of the property or assets of that other party;
- 9.3.4 the other party makes any voluntary arrangement with his or its creditors or (being a company) becomes subject to an administration order (within the meaning of the Insolvency Act 1986) or the equivalent;
- 9.3.5 the other party (being an individual or firm) has a bankruptcy order made against him or it or (being a company) goes into liquidation (or the equivalent) (except for the purposes of amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);
- 9.3.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other party;
- 9.3.7 the other party ceases, or threatens to cease, to carry on business; or
- 9.3.8 control of the other party is acquired by any person or connected persons not having control of that other party on the date of this Agreement.
- 9.4 For the purposes of sub-Clause 9.3.2 a breach 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 (provided that the time of performance is not of the essence).
- 9.5 The rights to terminate this Agreement given by this Clause 9 shall not prejudice any other right to remedy of either party in respect of the breach concerned (if any) or any other breach.

10. Effects of Termination

Upon the termination of this Agreement for any reason:

- 10.1 other than in respect of material breach by CoCo) any sum owing by the Client to CoCo under any of the provisions of this Agreement shall be immediately payable and the Client will pay CoCo for all unpaid invoices and uncompensated staff time and expenses up to the date of termination; provided, however, that if the Deliverables are being provided on a fixed price billing basis, all staff time and expenses shall be paid as if on a time and material billing basis;
- 10.2 each party shall forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other party any documents in its possession or control which contain or record any Confidential Information. Declaring for the avoidance of doubt upon the expiry or other termination of this Agreement CoCo shall immediately cease using any passwords, account remote access credentials and log-in details or similar details provided by the Client to CoCo or created by CoCo in the course of providing the Services for the purposes of accessing any software (including Software), websites or social media accounts owned or licensed by the Client for the purposes of providing the Services. The Client shall immediately cease using any passwords, account remote access credentials and log-in details or similar details provided by CoCo to the Client or created by the Client for the purposes of accessing any software (including Software), websites or social media accounts owned or licensed by the Client for the purposes of providing the Services;
- 10.3 any provision of this Agreement which is expressed to continue in force after termination shall continue in full force and effect; and
- 10.4 subject as provided in this Clause 10, and except in respect of any accrued rights, neither party shall be under any further obligation to the other.

11. **The Client's Responsibilities**

- 11.1 The Client shall at its sole cost (i) furnish information requested by CoCo acting reasonably, (ii) provide adequate access to personnel of the Client (iii) maintain the accessibility and operability of any Software to the extent reasonably necessary for CoCo to fulfil its responsibilities under this Agreement and (iv) provide and maintain access to any and all Software, websites, social media or other software accounts owned or licensed by the Client for the purposes of providing the Services. Any delays attributable to the Client's failure to respond to reasonable requests by CoCo will extend any and all deadlines for an amount of time equal to the Client's delay. the Client reserves the right to make any necessary equipment or software upgrades, changes or modifications.
- 11.2 The Client shall maintain such rights in the property described in Clause 13 and any third party software during the Relevant Period as necessary to carry out the purposes of this Agreement.

12. **Delivery and Acceptance of Deliverables**

- 12.1 CoCo shall deliver the Deliverables at the times and in the manner specified in the relevant Work Statement.
 - 12.2 The procedure for acceptance of any Deliverable shall be as follows:

- 12.2.1 The Client shall have the time shown in the Work Statement to inspect and review/test each such Deliverable when received. Upon completion of such testing/review, the Client shall issue to CoCo a Formal Acceptance indicating acceptance or rejection of the Deliverables (provided that, in any event unless the Client has notified CoCo of its rejection of any Deliverables within ten working days following delivery thereof, the same shall conclusively be deemed accepted).
- 12.2.2 The Client may only reject Deliverables for material failure to comply with the applicable Specifications. In the event of rejection, the Client shall give its reasons for rejection to CoCo in reasonable detail. CoCo shall then have the time allotted in the Work Statement to use commercially reasonable efforts to correct any deficiencies or non-conformities from the applicable Specifications and resubmit the rejected items as promptly as reasonably possible until the Deliverables are accepted; provided, however, that upon the third and subsequent rejection the Client may terminate this Agreement by thirty (30) days' notice unless the Deliverables are accepted during the notice period.
- 12.2.3 Upon acceptance of the Deliverables by the Client, the Specifications for such Deliverables shall automatically be deemed to be amended to conform to the Deliverables as accepted by the Client.
- 12.2.4 Declaring for the avoidance of doubt, notwithstanding the terms of sub-Clause 12.2.1. CoCo shall not publish any Deliverable (or where the Services are coaching, perform any coaching) in terms of a relevant Work Statement until such time as it receives written confirmation to do so from the Client. CoCo shall not be liable to the Client or any third party for any failure/ delay in the publication (including Social Media Content) or performance of any such Deliverables contemplated as part of the Services, where the Client fails to provide this written confirmation.

13. **Rights in the Deliverables**

- 13.1 Unless specified otherwise in a Work Statement (such as specific software licensing terms), all Deliverables and other items and materials delivered by CoCo to the Client hereunder, and all Intellectual Property Rights associated with any of the foregoing other than third party rights and Pre-existing Works, shall be owned exclusively by the Client and CoCo shall hereby assign (and in the case of copyright, by way of a present assignation of future copyright) all of the Intellectual Property Rights in the Deliverables that are capable of being assigned.
- 13.2 The Client acknowledges that all Intellectual Property Rights in the Pre-existing Works shall be owned by and remain the property of and vested in CoCo or its licensors. Subject to sub-Clause 13.3 CoCo shall grant to the Client a licence to use (for the purposes for which they were originally created) the Pre-existing Works for the purpose of receiving and using the Services and the Deliverables which specific licencing terms shall be detailed in the relevant Work Statement.

- 13.3 Prior to delivery of any Deliverables, CoCo shall obtain such licences or consents in respect of Third Party Materials as shall be necessary in order that the Client can use such Third Party Materials (for the purposes for which they were originally created) for the purposes of receiving the Services and the Deliverables, which specific licencing terms shall be detailed in the relevant Statement.
- 13.4 The Client grants CoCo (and its permitted Sub-contractor(s)) a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials and Content provided by the Client to CoCo for the term of the Agreement for the purpose of providing the Services to the Client.
- 13.5 CoCo hereby warrants to the Client that the Deliverables shall not contain any third party software or any Open Source software or other software which when used in the Deliverables will be modified in such a manner as will require free sharing of the Deliverables or any part thereof with others.
- 13.6 In the event that any such Open Source Software or similar software is used in the Deliverables and will be modified in such a manner as will require free sharing of the Deliverables or any part thereof with others:
- 13.6.1 CoCo agrees forthwith to rewrite all such sections of the Deliverables free of charge in Code which when used in the Deliverables will not be modified in such a manner as will require free sharing of the Deliverables or any part thereof with others. To deliver and install all such rewritten Code and to assign all rights in all such rewritten Code to the Client.
- 13.6.2 Nothing in these sub-Clauses 13.6.1 and 13.6.2 shall prevent the Client from taking such other action as it may think fit including legal action in respect of any damage or loss it may sustain as a result of CoCo's inclusion of any such Third Party Materials.

14. **Confidentiality**

- 14.1 Each party undertakes that, except as provided in sub-Clause 14.2 or as authorised in writing by the other party, it shall, at all times during the continuance of this Agreement and for five years after its termination:
- 14.1.1 keep confidential all Confidential Information;
- 14.1.2 not disclose any Confidential Information to any other person;
- 14.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
- 14.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
- 14.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that party, would be a breach of the provisions of 14.1.1 to 14.1.4 above.
- 14.2 Either party may:
- 14.2.1 disclose any Confidential Information to:
- a) any sub-contractor or supplier of that party;
 - b) any governmental or other authority or regulatory body; or
 - c) any employee or officer of that party or of any of the aforementioned persons or bodies;

- 14.2.2 to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law, and in each case subject to that party first informing the person in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in (ii) above or any employee or officer of any such body) obtaining and submitting to the other party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
- 14.2.3 use any Confidential Information for any purpose, or disclosure it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that party, provided that in doing so that party does not disclose any part of that Confidential Information which is not public knowledge.
- 14.3 The provisions of this Clause 14 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.
- 14.4 Notwithstanding the foregoing the parties hereby agree that CoCo shall be entitled to refer to the Client in social media posts and on its website www.collaborativecomms.co.uk or any such other website it uses from time to time for the purposes of advertising its services, this shall not be deemed to be a breach of the terms of Clause 14 (Confidentiality).

15. **Representations, Warranties, Limitations and Indemnity**

The following representations and warranties are provided solely for the benefit of the parties to this Agreement, and no other person or entity.

- 15.1 CoCo warrants that (i) the Deliverables shall perform as stated in the Specifications and (ii) it will perform all work called for in the Work Statement in a good and workmanlike manner in compliance with Applicable Laws
- 15.2 CoCo warrants that the Deliverables:
 - 15.2.1 will be original and will not infringe on any patent, copyright, trade secret or other proprietary rights of others;
 - 15.2.2 will not be defamatory to any third party or violate any third parties rights of privacy or publicity;
 - 15.2.3 will not breach any third party's Intellectual Property Rights
- 15.3 the Client warrants that it is the owner of all rights in or has obtained any written permission necessary to authorise CoCo's use pursuant to this Agreement of, any part of its Pre-existing Works.
- 15.4 CoCo shall not be liable the Client's or any third party's breach of any third party terms and conditions including those of any website, software or social media platform used in the course of the Services or to access any of the Deliverables, as outlined in this Agreement. The Client shall be solely responsible for ensuring it has all required third party permissions to access any websites, software and social media platforms for accessing and using any of the Deliverables.
- 15.5 The parties warrant that any and all Content shall not contain any material that:
 - 15.5.1 is sexually explicit;

- 15.5.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 15.5.3 promotes violence;
 - 15.5.4 promotes or assists in any form of unlawful activity;
 - 15.5.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation, or age;
 - 15.5.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 15.5.7 is calculated or is otherwise likely to deceive another person;
 - 15.5.8 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
 - 15.5.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 15.5);
 - 15.5.10 implies any form of affiliation with the other party where none exists;
 - 15.5.11 infringes, or assists in the infringement of, the Intellectual Property Rights (including, but not limited to, copyright, trademarks and database rights) of any third party; or
 - 15.5.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 15.6 The parties shall defend, indemnify and hold one another harmless from all direct liability and expenses (including, but not limited to attorney's fees) arising from a breach of warranty under this Agreement.
- 15.7 Each party has full power to enter into this Agreement, to carry out its obligations under this Agreement and to grant the rights described herein to the other party.
- 15.8 The entire liability of either party under this Agreement shall be limited to £500,000 (subject to a breach of confidentiality in terms of Clause 14, a breach of the Privacy Legislation, a breach of Intellectual Property Rights or death or personal injury arising through the negligence of the party or any of its employees while acting in the course of their employment, which liability shall be unlimited).

16. Professional Indemnity Insurance

- 16.1 The Client will maintain, for the duration of this Agreement, insurance in an amount reasonably adequate to cover its obligations hereunder, and, upon request, it will provide to CoCo a certificate of insurance showing that such insurance is in place.
- 16.2 Without prejudice to its other obligations under this Agreement or otherwise at law, CoCo shall maintain with a reputable insurance company carrying on business in the UK and European Union, from the date hereof and for a period expiring no earlier than 5 years after Completion (and notwithstanding the termination for any reason of CoCo's engagement under this Agreement), employer's liability, third party liability, product liability and professional indemnity insurance (without unusual or onerous conditions or excesses) to cover each and every liability which it may incur under this Agreement and otherwise relating to the Project, with a limit of indemnity of not less than FIVE HUNDRED THOUSAND POUNDS STERLING (£500,000) in aggregate in any insurance year, PROVIDED ALWAYS that such insurance continues to be available in the UK & European Union market upon reasonable terms and at commercially reasonable rates. Any increased or additional premium required by insurers as a result of CoCo's own claims record or other acts, omissions, matters or things particular to CoCo shall be deemed to be within reasonable terms and commercially reasonable rates.
- 16.3 CoCo shall forthwith notify the Client if such insurance ceases to be available upon reasonable terms or at commercially reasonable rates or if for any other reason CoCo is unable to continue to maintain such insurance.
- 16.4 As and when it is reasonably required to do so by the Client, CoCo shall produce for inspection by the Client documentary evidence that the insurance required by sub-Clause 16.2 is being properly maintained.
- 16.5 CoCo's obligation to maintain such insurance shall in no way negate or limit any or all of its obligations or duties hereunder nor its liability in respect of any breach or non-performance of the same.
- 16.6 CoCo shall not compromise, settle, or waive any claim which they may have under such insurance in respect of any liability which they may incur under this Agreement without the prior written consent of the Client.

17. **Force Majeure**

- 17.1 For the purposes of this Agreement “**Force Majeure**” means in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, acts of god, industrial action, civil disturbances, war, epidemic or pandemic (whether natural or man-made) disruption of telecommunications power or other utilities or interruption or termination of security the Internet access provider being used by CoCo to link its services to the Internet).
- 17.2 If any Force Majeure occurs in relation to either party which affects or may affect the performance of any of its obligations under this Agreement, it shall forthwith notify the other party as to the nature and extent of the circumstances in question.
- 17.3 Neither party shall be deemed to be in breach of this Agreement, or shall otherwise be liable to other, by reason of any delay in performance, or the non-performance, of any of its obligations under, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.
- 17.4 If the performance by either party of any of its obligations under this Agreement is prevented or delayed by Force Majeure for a continuous period in excess of six months, the other party shall be entitled to terminate this Agreement by giving written notice to the party so affected. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services completed up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Agreement.

18. **Personnel**

- 18.1 At all times, CoCo shall ensure that:
 - 18.1.1 each of CoCo's Personnel is suitably qualified, adequately trained and capable of performing the applicable Services in respect of which they are engaged;
 - 18.1.2 there is an adequate number of CoCo Personnel to perform the Services properly; and
 - 18.1.3 each of CoCo's Personnel complies with the Client's policies and procedures notified to CoCo in writing when working on the Client's sites.
- 18.2 Should any of CoCo's Personnel seek to recover any employment costs from the Client or otherwise claim any Employee Liabilities from the Client, CoCo shall indemnify the Client without limit in relation to the same.

19. **Data protection**

- 19.1 Each party agrees that, in the performance of their respective obligations under this Agreement, it shall comply with the provisions of the Privacy Legislation to the extent it applies to each of them.
- 19.2 In so far as CoCo processes any Personal Data relating to individuals which is acquired or collected by CoCo in connection with this Agreement, CoCo shall:
- 19.2.1 process Personal Data in accordance with the terms of its Privacy Policy which Privacy Policy terms are deemed to be incorporated into this Agreement by reference into this Clause 19. Please see our Privacy Policy here: www.collaborativecomms.co.uk;
 - 19.2.2 not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless as specified in this Agreement or specifically authorised in writing by the Client;
 - 19.2.3 at all times comply with the provisions of the Privacy Legislation and all other Applicable Laws and implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
 - 19.2.4 ensure that only those CoCo Personnel who need to have access to the Personal Data are granted access to such data and only for the purposes of the performance of this Agreement and ensure that all of CoCo Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 19;
 - 19.2.5 obtain prior written consent from the Client before transferring Personal Data to any Sub-contractor and, if such consent is given, include in all contracts with such Sub-contractor provisions in favour of the Client which are equivalent to those in this Clause 19 and enforce these obligations at the Client's request;
 - 19.2.6 not publish, disclose or divulge any of the Personal Data to any third party (including the Data Subject) unless as specified in this Agreement or directed to do so in writing by the Client;
- 19.3 CoCo shall notify the Client within five Business Days if it:
- 19.3.1 becomes aware of any breach of this Clause 19 by it or its Sub-contractors;
 - 19.3.2 receives a request from a Data Subject to have access to that person's Personal Data;
 - 19.3.3 receives a complaint or request relating directly or indirectly to the processing of any Personal Data in connection with this Agreement; and
 - 19.3.4 receives any other communication relating directly or indirectly to the processing of any Personal Data in connection with this Agreement;

- 19.4 CoCo shall:
- 19.4.1 permit the Client or its external advisers (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit CoCo's data processing activities and comply with all reasonable requests or directions by the Client to enable the Client to verify and procure that CoCo is in full compliance with its obligations under this Agreement;
 - 19.4.2 at no additional cost (subject to where the request is unusually onerous), provide such information to the Client as the Client may require (acting reasonably), and within the timescales specified by the Client (acting reasonably), to allow the Client to comply with the rights of Data Subjects, including Data Subject-access rights, or with notices served by the Information Commissioner or any other law enforcement authority; and
- 19.5 CoCo shall, at all times during and after the Relevant Period, indemnify the Client and keep the Client indemnified against all direct losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Client arising from any breach of CoCo's obligations under this Clause 19 except and to the extent that such liabilities have resulted directly from the Client's instructions.
- 19.6 All Personal Data relating to individuals which is acquired or collected by CoCo in connection with this Agreement shall belong exclusively to the Client which hereby grants to CoCo and, to the extent necessary, to CoCo Personnel, or shall use commercially reasonable endeavours to procure the grant of, a royalty-free, non-exclusive licence (or, where relevant, an appropriate sub-licence) to use the same solely in relation to the performance of the Services as contemplated in this Agreement.

20. **Assignment and Sub-contracting**

- 20.1 Subject to sub-Clauses 20.2, and 21.1 CoCo shall not be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the express written consent of the Client.
- 20.2 CoCo may Sub-contract all or part of its obligations under this Agreement to a recognised competent third party provided the Client has consented in writing to the Sub-contractor.

- 20.3 the Client shall not be entitled to assign novate or otherwise dispose of any or all of its rights and obligations under this Agreement without CoCo's prior written consent.

21. Nature of Agreement

- 21.1 CoCo shall be entitled to perform any of the obligations undertaken by it and to exercise any rights granted to it under this Agreement through an Affiliate, provided that any act or omission of that other Affiliate shall, for all the purposes of this Agreement, be deemed to be the act or omission of CoCo.
- 21.2 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 21.3 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

22. Notices and Service

- 22.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other shall be given by:
- 22.1.1 delivering it by hand;
 - 22.1.2 sending it by pre-paid registered post; or
 - 22.1.3 sending it by electronic transmission;
 - 22.1.4 to the other party at the address given in the preamble.
- 22.2 Any notice or information given by post in the manner provided by sub-Clause 22.1 which is not returned to the sender as undelivered shall be deemed to have been given to the second day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.
- 22.3 Any notice or information sent by electronic transmission shall be deemed to have been duly given on the date of transmission.
- 22.4 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by either party by causing it to be delivered to the other party at its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

23. **Miscellaneous**

- 23.1 This Agreement shall not be deemed to constitute an agency, partnership or joint venture between the parties. Neither party shall act or describe itself as the agent of the other party nor shall either party have or represent that it has any authority to make commitments on behalf of the other.
- 23.2 This Agreement constitutes the entire express agreement and understanding between the parties and unless specified otherwise in a relevant Work Statement this Agreement shall supersede any prior agreement or understanding between the parties.
- 23.3 The parties acknowledge that in entering into this Agreement they do not rely on any statement, representation (other than a fraudulent misrepresentation), warranty, course of dealing, custom or understanding except for those expressly set out in this Agreement.
- 23.4 The parties irrevocably and unconditionally waive any rights and/or remedies they may have to the fullest extent permitted by law (including without limitation the right to claim damages and/or to rescind this Agreement) in respect of any misrepresentation other than one which is expressly set out in this Agreement or which is made fraudulently.
- 23.5 The terms and conditions hereof shall not be capable of variation except by instrument in writing signed by the duly authorised representative of each party hereto.
- 23.6 Save as expressly narrated in this Agreement, no person who is not a named party to this Agreement has any right to rely on or enforce any part of it.
- 23.7 Each party shall from time to time (both during the continuance of this Agreement and after its termination) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.
- 23.8 The parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.
- 23.9 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 23.10 Unless specified otherwise in a relevant Work Statement, the parties shall bear their own costs of and incidental to the preparation, execution and implementation of this Agreement.
- 23.11 Neither party shall make or procure or permit any other person to make any press or other public announcement concerning any aspect of this Agreement without first obtaining the agreement to the other party to the text of that announcement.
- 23.12 This Agreement may be executed in a number of counterparts and shall come into force once each party has executed such a counterpart in identical form once each party has executed such a counterpart in identical form and exchanged the same with the other party.

24. **Anti-Bribery**

- 24.1 The parties shall comply at all times with all relevant anti-bribery and corruption laws including (but not limited to) the provisions of the United Kingdom Anti-terrorism, Crime and Security Act 2001, and the United Kingdom Bribery Act 2010.

25. **Applicable Law and Jurisdiction**

- 25.1 The laws of Scotland shall apply to the whole of this Agreement.
- 25.2 Any question arising out of this Agreement as to the construction or effect of any Intellectual Property shall be decided in accordance with the laws of the country in which the Intellectual property in question has been granted or filed or exists.
- 25.3 The parties hereby agree to submit to the exclusive jurisdiction of the Scottish courts.

Schedule

Part 1

[This is the style Work Statement to be used when agreeing a new Project]

WORK STATEMENT:

This Work Statement ("**Work Statement**") is between the **Client**, and **Collaborative Communications Ltd**, a company incorporated in Scotland (Registered number SC658161) and having its Registered Office at 52 Braehead Crescent, Stonehaven, Scotland, AB39 2PS (hereinafter referred to as "**CoCo**") and relates to the Master Services Agreement entered into between the Client and CoCo in terms of CoCo's Terms and Conditions which can be found at www.collaborativecomms.co.uk (the "**Master Agreement**"). Pursuant to the Master Agreement, CoCo has agreed to perform certain services in accordance with written Work Statements, such as this one, entered into from time-to-time.

The parties hereby agree as follows:

- (A) Work Statement. This document constitutes a Work Statement under the Master Agreement, and this Work Statement and the services contemplated herein are subject to the terms and provisions of the Master Agreement.
- (B) In this Work Statement, unless specified otherwise, words and phrases shall have the same meanings as those in the Master Agreement.

1. DESCRIPTION OF DELIVERABLES AND SPECIFICATIONS

- 1.1 Summary of Purpose for Work Statement
<<Insert Details>>
- 1.2 Description of Deliverables
<<Insert Details>>
- 1.3 Identification of Pre-existing Works
<<Insert Details>>
- 1.4 Software Specifications
 - 1.4.1 Technical Specification<<Insert Details>>
 - 1.4.2 Performance/Functional Specification <<Insert Details>>
 - 1.4.3 Hosting Environment <<Insert Details>>
- 1.5 Equipment to be Provide by the Client
<<Insert Details>>
- 1.6 Data Provided to CoCo by the Client
<<Insert Details>>

1.7 CoCo's Resources and Personnel

<<Insert Details>>

1.8 Special Terms

<<Insert Details>>

1.9 Licensing Terms

<<Insert Details>>

1.10 Client Contact

Notices to the Client shall be sent to <<Name>> at <<Insert Address, Email Address.>>.

2. **BUDGET/FEE/PAYMENT**

2.1 Mode of Payment

2.1.1 The payment for all time, materials and other expenses of CoCo associated with the production of the Deliverables shall be a fixed fee of << >>.

2.1.2 In addition, the Client shall upon execution of this Agreement pay/provide/grant to CoCo << >>.

2.2 Payment Schedule

The Client shall pay CoCo for the Services monthly in advance. Each payment to CoCo shall be contingent upon receipt of an invoice by the Client from CoCo as provided in Section 2.3 below.

2.3 Invoicing

2.3.1 CoCo shall submit invoices to the Client for payments due under this Agreement. Invoices shall be payable within thirty (30) days of receipt.

2.3.2 All invoices that are not paid when due shall accrue interest in an amount equal to two percent (2%) per month of all undisputed amounts owing hereunder.

2.3.3 Where an invoice includes charges for time and materials, the invoice shall indicate the names, skill levels, and hours of the employees performing the work.

2.3.4 Reasonable supporting documentation including, but not limited to, receipts for reimbursable expenses shall accompany all related invoices.

2.4 Records and Audit

CoCo shall:

- 2.4.1 keep, or procure that there are kept, such records and books of account as are necessary to enable the amount of any sums payable by it pursuant to this Agreement to be accurately calculated; and
- 2.4.2 at the reasonable request of the Client allow the Client or its agent to inspect those records and books of account and, to the extent that they relate to the calculation of sums invoiced to the Client, to take copies of them.

3. SCHEDULE

3.1 Schedule and Performance Milestones

The nature of the Services is dynamic, this often makes it difficult to estimate precisely how long something will take to complete. Timescales for completion of the Services and the Deliverables will be identified and can be accessed here <Insert link to Monday or Plannable>. CoCo will attempt to meet timescales, even to beat them and will always deal with everything as quickly and efficiently as possible. Please remember that quite often the speed at which work can be completed is affected by the co-operation CoCo receives from the Client and other people outwith our control. CoCo will advise the Client at regular intervals regarding the progress of the Services and the Deliverables and will keep the Client informed of all significant developments.

3.2 Testing Procedures

- 3.3 The Client shall have [] days to inspect and review/test each such Deliverable when received in terms of Clause 12.2.1. of the Master Agreement.

3.4 Location of Work Facilities

- 3.4.1 Unless circumstances require otherwise, CoCo shall undertake most of the work remotely.
- 3.4.2 Where necessary and by mutual agreement, the Client shall provide CoCo with office space, equipment and support at its regular place of business located at <<Insert Address>>.

3.5 Progress Reports

Upon reasonable request by the Client, representatives of the parties shall meet for a formal progress presentation during which CoCo shall describe the status of the work required under the Work Statement. Such presentation shall provide projections of the time of completion, the status of CoCo's services and Deliverables, address any problems that have come to CoCo's attention, and put forward CoCo's views as to how such problems may be resolved.

4. TERM

- 4.1 The term of this Work Statement shall commence on the date of execution and shall continue until the Services described herein are completed, unless this Work Statement is terminated in accordance with the Master Agreement.

5. **AFFILIATES AND SUB-CONTRACTORS**

- 5.1 the Client agrees that CoCo may use the services of [its Affiliates] [specify specific Sub-contractor] to fulfil CoCo's obligations under this Work Statement. Any [such Affiliates] shall be bound by all the terms and conditions of, and be entitled to all rights and protections afforded under, the Master Agreement and this Work Statement. Any Sub-contractors or consultants (other than CoCo's Affiliates) that will be used by CoCo in performing the Services are listed below:

<<Insert Details>>

6. **AMENDMENTS**

- 6.1 No modification, amendment, or waiver of this Work Statement shall be effective unless it is in the form of a Change Order.

7. **CURRENCY EXCHANGE**

- 7.1 The currency to be used for invoice and payment shall be GBP. If CoCo incurs expenses or Pass-through Costs in a foreign currency, then the Client shall reimburse CoCo for CoCo's actual costs, in GBP, to pay those expenses and Pass-through Costs. The Client acknowledges that, due to fluctuations in currency exchange rates, CoCo's actual costs for such expenses and Pass-through Costs may be greater or lesser than the budgeted or estimated amounts contained in this Work Statement. In addition, if this Work Statement involves performance of Services in countries other than the United Kingdom other than the location of hosting), CoCo's Budget for those Services will be based on the local rates in the local currency of those countries, as converted to GBP. CoCo reserves the right to pass on full exchange rate variation for these local currencies as defined by CoCo's bank.

- 7.2 Any resulting decrease in costs will be credited to the Client and any resulting increase in costs will be invoiced to the Client.

8. **Schedule of Rates**

Day rate for £[] exclusive of VAT.

9. If there is any conflict or inconsistency between the terms of this Work Statement and the Master Agreement, the terms of the Work Statement shall have precedence.

10. This Work Statement forms part of the Master Agreement.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

Collaborative Communications Ltd

the Client

By: /

By: /

Name:

Name:

Title: Director

Title:

Date:

Date:

Place of Signing :

Place of Signing :

Witness Signature:

Witness Signature:

Witness Full Name:

Witness Full Name:

Witness Address:

Witness Address: