



VHO LTD

TELEMARKETING SERVICES AGREEMENT

DATED

2016 - 2017

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PARTIES

- (1) **Client.**
- (2) VHO Ltd incorporated and registered in England and Wales with company number 09685298 whose registered office is at Swatton Barn, Badbury, Swindon, Wiltshire, SN4 0EU (**Supplier**).

BACKGROUND

- (A) Supplier is engaged in the business of providing Business Generation Services and has considerable skill, knowledge and experience in this field.
- (B) Client wishes to engage Supplier to provide Business Generation Services as more particularly described in this Agreement and a Statement of Work.
- (C) Client may purchase Services and Deliverables from time to time by entering into a Statement of Work with Supplier.
- (D) Client and Supplier acknowledge and agree that the telemarketing services provided are intended to serve two main purposes: (i) to attempt to provide Client with increased opportunities as agreed in the statement of work; and (ii) to represent the Client's company in a positive and professional light in all regards.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement and in any other agreement between the parties.

Agreement: this agreement.

Brand Guidelines: Client's brand guidelines provided to Supplier from time to time.

Charges: the charges in respect of the Services set out in a Statement of Work.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services (together its **Representatives**) to the other party and that party's Representatives in connection with this Agreement or any Statement of Work that is either labelled as such or else that should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Deliverables: the account management, reports, analyses, statistics, content and other materials required to be delivered by Supplier in accordance with this Agreement and a Statement of Work.

Description of Services: the description of the Services as set out in a Statement of Work.

Effective Date: the date of this Agreement.

Following Term: the period of 12 months commencing from either the end of the Initial Term or any subsequent anniversaries of the end of the Initial Term.

Initial Term: the period of 12 months from the Effective Date, subject to earlier termination in accordance with this Agreement.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, rights to goodwill or to sue for passing off (or unfair competition), rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, and renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Losses: all actual losses, damages, costs, expenses (including reasonable professional advisers' costs and disbursements, reasonable legal costs and disbursements) incurred by the relevant party. The term Loss shall have a corresponding meaning.

Materials: the content provided to Supplier by Client from time to time in order for Supplier to manage and otherwise perform the Services including the data provided by the Client or sourced by the Supplier at the Clients request and approval or generated by the Supplier at the Clients request and approval in order for the Supplier to conduct its Services.

Pre-Existing Work: the works, concepts, items and materials either developed or procured to be developed by Supplier or its personnel at any time for use in relation to Supplier's business or any or all of Supplier's customers generally and not specifically for the provision of the Services or Deliverables to Client.

Services: such services required to be provided by Supplier pursuant to a Statement of Work, and all other services reasonably necessary to be performed by Supplier in order to carry out its obligations under the Agreement and any applicable Statement of Work.

Specification: the specification for the deliverables by the Supplier as set out in a Statement of Work.

Statement of Work/ Brief: a document substantially in the form of the template statement of work set out in the OSchedule describing the Services and Deliverables to be provided by Supplier to Client, which is agreed between the parties and signed by their authorised representatives.

Term: the Initial Term and any subsequent Following Term.

Virus: anything or device (including any software, code, file or program) whose purpose or possible function is to deliberately disable a computer or network or impair or adversely affect its performance or prevent or hinder access to any program or data, or impair the operation of any program or the reliability of any data including a computer virus, trojan horse, worm, logic bomb, back door or similar item.

Website: the website or websites at the URLs listed in a Statement of Work.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement or any Statement of Work.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms
- 1.9 Except as set forth to the contrary in the Agreement, a party's right or remedy shall be cumulative and without prejudice to any other right or remedy, whether contained therein or not.
- 1.10 If there is an inconsistency or conflict between any of the provisions of the clauses of this Agreement and the Schedule, the provisions of the clauses of this Agreement shall prevail.

2. **STRUCTURE OF AGREEMENT**

- 2.1 This Agreement is structured so that individual Statements of Work will be entered into by the parties and such Statements of Work are governed by and subject to this Agreement. In the event of inconsistency or conflict between

this Agreement and any Statement of Work, the terms of the Statement of Work shall take precedence to the extent of the conflict or inconsistency.

- 2.2 This Agreement does not commit Client to purchase any Services or Deliverables and, likewise, does not commit Supplier to provide any Services or deliver any Deliverables. Client only becomes committed to purchasing and Supplier only becomes committed to providing any Services or delivering any Deliverables upon signature by both parties of a Statement of Work in respect of such Services and Deliverables.
- 2.3 Each Statement of Work shall specify (as applicable) the scope and Specification of the Services and Deliverables, any obligations of each party additional to those set out in this Agreement and the Charges relevant to each Statement of Work.
- 2.4 Each Statement of Work unless otherwise agreed by the parties shall constitute a separate contract under this Agreement and any defined terms used in each Statement of Work shall have the same meaning as set out in this Agreement.

3. SERVICES

3.1 Supplier shall:

- (a) assist in the preparation of any Statement of Work;
- (b) provide the Services;
- (c) comply with the Brand Guidelines when:
 - (i) preparing and providing the Deliverables; and
 - (ii) performing the Services;
- (d) comply with Client's information and IT security measures as communicated to Supplier when performing the Services; and
- (e) deliver the Deliverables to Client,

all in accordance with the terms of this Agreement, an applicable Statement of Work and any other instructions of Client with the objective of enhancing and optimising the rankings and prominence of each Website in the results pages of Internet search engines.

- 3.2 Supplier is not responsible for the success of a campaign and no guarantees will be given for conversion rates.
- 3.3 Supplier shall not be responsible for Client overwriting information provided in any given format that it has taken as part of the Services.

- 3.4 Supplier shall promptly report to Client any material issues with the performance of the Services. Upon the reasonable request of Client, and subject to an agreement on costs between the parties, Supplier shall use reasonable endeavours to correct any such material issues.

4. CLIENT OBLIGATIONS

Solely for the purposes of Supplier providing the Services, Client agrees to provide the following:

- (a) the data of contacts to phone in Excel format, or clear guidance on where to source contact names
- (b) permission for Supplier to speak and email directly to prospects on their behalf.
- (c) a clear understanding on what criteria needs to be met so the Client will deem the campaign a success as detailed in the Statement of work.

5. CHARGES AND PAYMENT

- 5.1 Supplier shall invoice Client for all the relevant Charges at the end of each calendar month or after work has ceased in arrears. Provided that Supplier has performed the Services in accordance with the Agreement and applicable Statement of Work Client shall pay all properly due and submitted invoices within 30 days of their receipt by Client.
- 5.2 All Charges are exclusive of VAT which shall be payable by Client at the applicable rate.
- 5.3 If Client has a bona fide dispute with the accuracy of an invoice issued (or disagrees with any amount invoiced for any bona fide reason) by Supplier, it shall notify Supplier in writing of its reasons and may withhold payment of the disputed sum. If the dispute relates to part of an invoice, Supplier shall issue a credit to Client for the disputed element and Client shall pay the undisputed sum in accordance with clause 5.1. If on termination of the Agreement Client is owed a credit in relation to a disputed invoice then Supplier shall pay such credit to Client in full within 30 days of the termination of the Agreement.

6. LICENCES AND INTELLECTUAL PROPERTY RIGHTS

- 6.1 Subject to clause 6.3, all Intellectual Property Rights in the Deliverables shall vest and belong to Client absolutely, and Supplier hereby assigns with full title guarantee and free from all encumbrances and rights of third parties all such Intellectual Property Rights in the Deliverables to Client. Supplier shall execute all documents and take all actions necessary or reasonably

requested by Client to document, obtain, maintain, perfect or assign its rights to the Deliverables.

6.2 Supplier shall hereby, and shall procure that its personnel shall, waive any and all moral rights (including rights of integrity and attribution) in and to the Deliverables.

6.3 To the extent that any Pre-Existing Work is incorporated into the Deliverables it shall remain the property of Supplier. Supplier hereby grants (and if the Pre-Existing Work shall include any third-party materials, procure the grant from these third parties) to Client a non-exclusive, transferable, irrevocable, worldwide and perpetual licence to use such Pre-Existing Work as part of the Deliverables.

6.4 Client grants Supplier a limited, non-exclusive, non-transferrable, revocable and worldwide licence to access and use the:

- (a) Websites;
- (b) Materials;
- (c) name, logo, company name and trademark of Client,

solely to provide the Services to Client in accordance with the Agreement and the Branding Guidelines during the Term.

7. INDEMNITY

7.1 Each party (**Indemnifying Party**) shall indemnify the other party (**Indemnified Party**) from and against all Losses arising as a result of any action or claim that (as applicable):

- (a) Client's use, possession and/or ownership rights to the Deliverables, receipt of the Services and use or possession of any Pre-Existing Works; or
- (b) Supplier's use and possession of the Materials,

in accordance with this Agreement or any applicable Statement of Work (**Claim**), constitutes an infringement of Intellectual Property Rights of a third party.

7.2 The Indemnified Party shall:

- (a) notify the Indemnifying Party in writing of the Claim upon becoming aware of it;
- (b) make no admissions or settlements of the Claim without the Indemnifying Party's prior written consent;

- (c) give the Indemnifying Party all reasonable information and assistance that the Indemnifying Party may reasonably require (at the Indemnifying Party's cost) in relation to a Claim; and
- (d) allow the Indemnifying Party complete control over the litigation and settlement of any Claim.

7.3 The Indemnifying Party shall control the litigation and settlement of any Claim and keep the Indemnified Party informed at reasonable intervals of the Claim.

8. WARRANTIES

8.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform this Agreement and any Statement of Work.

8.2 Client warrants, represents and undertakes that:

- (a) any Materials provided to Supplier are owned by Client; or
- (b) it has received the necessary consents or permissions to use the Materials in accordance with this Agreement and any Statement of Work from the applicable owner(s).

8.3 Supplier warrants, represents and undertakes that:

- (a) it shall perform the Services with all reasonable skill and care;
- (b) the Deliverables will conform to their description set out in this Agreement or any Statement of Work;
- (c) in providing the Services and Deliverables it will not use any techniques or commit any act or do anything that breaches any applicable laws, and regulations
- (d) it will use personnel to provide the Services who are suitably skilled, trained and experienced;
- (e) it will ensure that the manner in which the Services are performed or provided does not adversely affect the name, reputation or business of Client;
- (f) the Deliverables will be free from all Viruses including but not limited to any codes or instructions that are used to access, modify, delete or damage any data contained in the web pages of or other computer programs used by Client in relation to, the Websites;
- (g) it has, prior to the delivery of the Deliverables to Client, used a comprehensive and up-to-date Virus checker available to scan the Deliverables;
- (h) the Deliverables will, in so far as they do not comprise Materials, be original works of authorship by Supplier and the use or possession

thereof by Client will not be subject or give rise to any claim for infringement of any Intellectual Property Rights of any third parties.

9. LIMITATION OF LIABILITY AND INSURANCE

9.1 Nothing in this Agreement or any Statement of Work shall operate to exclude or limit either party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) a breach of clause 11;
- (d) the indemnities in clause 7.1; or
- (e) any other liability that cannot be excluded or limited under applicable law.

9.2 Subject to clause 11.1 neither party shall be liable to the other party for any indirect, special or consequential losses or damages.

9.3 Subject to clause 9.1 and clause 9.2, each party's aggregate liability to the other party in respect of claims arising out of or in connection with this Agreement, any Statement of Work or any collateral contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed 100% of the Charges paid or payable by Client in the 12 months preceding the claim.

10. TERM AND TERMINATION

10.1 This Agreement shall take effect on and from the Effective Date and, subject to earlier termination in accordance with its terms, shall continue in full force and effect for the Initial Term and thereafter for any further Following Terms (agreed by the parties) unless or until terminated by either party giving the other party 90 days' prior written notice.

10.2 Either party may terminate this Agreement immediately by written notice to the other party if:

- (a) the other party commits any material breach of any term of this Agreement or any Statement of Work which (if remediable) is not remedied within 30 days after the service of written notice specifying the breach and requiring it to be remedied;
- (b) the other party repeatedly breaches any of the terms of this Agreement or any Statement of Work in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement or any Statement of Work;

- (c) if the other party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or has any partner to whom any of the foregoing apply;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- (g) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2(c) to clause 10.2(i) (inclusive); or
- (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

10.3 On expiry or termination of this Agreement or a Statement of Work:

- (a) all applicable licences granted to Supplier under this Agreement or a Statement of Work (as the case may be) shall terminate immediately;
 - (b) Supplier shall at Client's request, either promptly return or destroy all Confidential Information and/or Materials belonging to Client and connected with the Agreement or a Statement of Work (as the case may be) in its possession and control and issue a certificate of such return and/or destruction. For avoidance of doubt, if any Confidential Information and/or Materials are stored within computer systems owned or controlled by Supplier, Supplier shall ensure that such Confidential Information and/or Materials are expunged from such computer systems;
 - (c) on request, certify in writing to Client that it has complied with the requirements of clause 10.3(b); and
 - (d) Client shall pay undisputed Charges that are due and payable to the Supplier.
- 10.4 On termination of this Agreement or a Statement of Work (however arising) the accrued rights and liabilities of the parties as at termination, and the following clauses, shall survive and continue in full force and effect: clause 1, clause 2, clause 6.1, clause 6.2, clause 6.3, clause 7, clause 9, clause 10.3, clause 10.4, clause 10.5, clause 11, clause 13 and clause 14 to clause 25.
- 10.5 Termination of this Agreement or a Statement of Work shall not prejudice any of the parties' rights and remedies which have accrued as at termination.

11. CONFIDENTIALITY

- 11.1 Each party undertakes that it shall not at any time disclose to any third party any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.
- 11.2 Each party may disclose the other party's Confidential Information:
- (a) to its employees, officers, representatives or advisers who need to know such Confidential Information for the purposes of carrying out the party's obligations under this Agreement or a Statement of Work. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 11; and
 - (b) as may be required by law, court order or any governmental or regulatory authority.
- 11.3 No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under this Agreement or any Statement of Work.

12. FORCE MAJEURE

Neither party shall be in breach of this Agreement or any Statement of Work nor liable for a delay in performing, or failure to perform, any of its obligations under this Agreement or any applicable Statement of Work if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 14 days, the party not affected may terminate this Agreement or any applicable Statement of Work by giving 14 days' written notice to the other party.

13. NOTICES

13.1 Any notice or other communication required to be given to a party under or in connection with this Agreement or any Statement of Work shall be in writing and shall be delivered by hand, e-mailed directly with a delivery and read receipt or sent by pre-paid first-class post or other next working day delivery service, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

13.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or if sent by fax, at 9:00 am on the next working day after transmission, or otherwise at 9:00 am on the second working day after posting.

14. PUBLICITY

No party shall make, or permit any person to make, any public announcement concerning this Agreement or any Statement of Work without the prior written consent of the other party, except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

15. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement or any Statement of Work is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute that any party is the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

16. ENTIRE AGREEMENT

This Agreement and any Statement of Work constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts,

agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement or any Statement of Work. Each party acknowledges that it has not been induced to enter into this Agreement or any Statement of Work by any representation or warranty other than those contained in this Agreement or any Statement of Work and having negotiated and freely entered into this Agreement or any Statement of Work, agrees that it shall have no remedy in respect of any other such representation or warranty except in the case of fraud.

17. INDEPENDENT CONTRACTORS

Nothing in the Agreement is intended for the benefit of any third party, and the parties do not intend that any term of the Agreement should be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

18. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement, any Statement of Work or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

19. VARIATION

No variation of this Agreement or any Statement of Work shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20. SEVERANCE

If any court or competent authority finds that any provision of this Agreement or any Statement of Work (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement or any Statement of Work shall not be affected.

21. FURTHER ASSURANCE

At any time after the date of this Agreement each of the parties shall, at the request and cost of the requesting party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the party so requiring may reasonably require for the purpose of giving to the

party so requiring the full benefit of all the terms and conditions of this Agreement and any Statement of Work.

22. INVALIDITY

If any provision of this Agreement or any Statement of Work shall be held to be illegal, void, invalid or unenforceable under the applicable laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement or any Statement of Work in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement or any Statement of Work in any other jurisdiction shall not be affected

23. COSTS

Subject to any express provision in this Agreement or any Statement of Work to the contrary, each party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement and any Statement of Work.

24. COUNTERPARTS

This Agreement or any Statement of Work may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement or a Statement of Work, but all the counterparts shall together constitute the same Agreement or Statement of Work. No counterpart shall be effective until each party has executed at least one counterpart.

25. GOVERNING LAW AND JURISDICTION

This Agreement, any Statement of Work and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement, any Statement of Work or their subject matter or formation (including non-contractual disputes or claims).

This deed has been entered into on the date agreed in the Statement of Work

The statement of work/ Brief sent separately to you will confirm:

Parties involved

Agreed Terms

Term and termination

Description of services Deliverables

Deliverables expected to be received by client

Performance to achieve the deliverables

Charges