BH Data Services

STANDARD SERVICE AGREEMENT & TERMS OF BUSINESS

Service Provider:	BH Data Services (Sole Trader: Benjamin Matthew Hanks) Website: bhdataservices.co.uk | ICO Reg: CSN0067193 Business correspondence address: Lytchett House, 13 Freeland Park, Wareham Road, Poole, Dorset, BH16 6FA
Client Name / Business:	[Client Company Name / Full Name]
Client Address / Email:	[Client Business Address & Contact Email]
Effective Date:	[Start Date - e.g., 1st September 2026]
Service Tier Selected:	**Package** / **Units Required** Standard Hourly - £40/hr invoiced / [Hours] **Total Price:** £[Enter amount]

This standard agreement sets out the usual working terms for BH Data Services. Project-specific details, pricing, deadlines, and deliverables are confirmed separately in writing before work begins.

Website Download Note: This document is provided as BH Data Services' standard service agreement template for prospective clients to review before booking work. It is not a completed agreement until the client details, service tier, project-specific scope, price, and effective date have been confirmed in writing and the agreement has been accepted by both parties.

Business Client Use Only: This Agreement is intended for business-to-business services only and is not intended for consumer services.

A. Definitions:

Agreement: the contract between the Client and BH Data Services for the supply of the Services in accordance with these terms and any separately agreed Statement of Work.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

BH Data Services IPRs: all Intellectual Property Rights either subsisting in the Deliverables (excluding any Client Materials incorporated in them) or otherwise necessary or desirable to enable a Client to receive and use the Services.

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Charges: the charges payable by the Client for the Services, as set out in the Statement of Work.

Client Materials: all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to BH Data Services in connection with the Services.

Confidential Information: means all non-public information of a confidential or proprietary nature received by BH Data Services or the Client in connection with this Agreement and any SOW whether in written, verbal or file form regardless of whether it is identified at the time of disclosure as confidential, proprietary or the like. Confidential Information is broadly defined and includes but is not limited to business plans, client lists, suppliers, inventions, know-how, instructions, ideas, trade secrets, techniques, processes, programs, schematics, software source documents, data, financial information, and sales and marketing plans or information which the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party.

Deliverables: any output of the Services to be provided by BH Data Services to the Client as specified in the Statement of Work and any other documents, products and materials developed by BH Data Services or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts), set out in the Statement of Work.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, 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 all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, 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.

Services: the services, including without limitation any Deliverables, to be provided by BH Data Services pursuant to the Contract, as described in the Statement of Work.

Services Start Date: the day on which BH Data Services is to start provision of the Services, as set out in the Statement of Work.

Terms: these terms and conditions.

VAT: value added tax or any equivalent tax chargeable in the UK.

B. Interpretation:

(a) Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

(b) Each Statement of Work shall be a separate project document agreed in writing between the parties. A Statement of Work forms part of this Agreement only once completed and accepted by both parties for the relevant project or engagement.
(c) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
(d) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
(e) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
(f) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
(g) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.
(h) A reference to writing or written includes email.
(i) This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
(l) A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

1. Services & Scope of Work

1.1 BH Data Services provides practical, task-based data support services, including administrative processing, spreadsheet management, data cleaning, file organisation, and written-instruction-based remote technical support. The specific Services to be provided will be agreed separately in writing before work begins. Specific project deliverables, specifications, deadlines, requirements and Charges shall be set out in a written email or separate Statement of Work ('SOW') before work starts. Unless expressly agreed in writing, BH Data Services does not provide general consultancy, strategic advisory services, systems architecture, managed IT support, or open-ended business analysis.
1.2 The Agreement shall commence on the date when it has been signed by both parties ("Commencement Date") and shall continue until the Services have been completed in accordance with the Statement of Work, unless it is terminated earlier in accordance with its terms. BH Data Services shall provide the Services to the Client in accordance with this Agreement from the Services Start Date.
1.3 Weekly Capacity: Unless otherwise agreed in writing, Services shall be limited to a maximum of 20 hours per week.
1.4 Remote Services Only: This Agreement covers remote administrative, data, spreadsheet, and technical support services only. Office attendance, travel, in-person work, physical attendance at meetings, online meetings, calls, or consultations are not included unless separately agreed in writing by BH Data Services.
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1.5 Task-Based Working: The Services are intended for structured, task-based work that can be completed independently from written instructions, supplied files, and agreed deliverables, without the need for routine meetings or real-time supervision.
1.6 Written Instructions: BH Data Services will rely on written instructions, supplied files, and written approvals. Verbal instructions, informal discussions, or assumptions shall not form part of the agreed scope unless confirmed in writing.
1.7 No Urgent or Out-of-Hours Support: BH Data Services does not provide guaranteed same-day, urgent, emergency, evening, weekend, or out-of-hours support unless separately agreed in writing.
1.8 Right to Decline Out-of-Scope Work: BH Data Services may decline any task, request, or project that falls outside its stated service scope, available skills, capacity, insurance coverage, working model, or reasonable commercial judgement.
BH Data Services aims to provide clear, reliable, and practical support within the agreed scope. Where a request is unclear, unsuitable, or outside the agreed working model, this will be raised as early as reasonably possible so that expectations can be confirmed in writing.
1.9 BH Data Services shall use reasonable endeavours to supply the Services, and deliver the Deliverables to the Client, from the Services Start Date in accordance with this Agreement in all material respects. BH Data Services shall use reasonable endeavours to meet any performance dates specified in the SOW but any such dates shall be estimates only and time for performance by BH Data Services shall not be of the essence of this Agreement.
1.10 In supplying the Services, BH Data Services shall:

a) provide all equipment, tools and other items required to provide the Services;
b) hold all Client Materials in safe custody at its own risk, maintain the Client Materials in good condition until returned to the Client, and not dispose of or use the Client Materials other than in accordance with the Client's written instructions or authorization.

2. Fees & Payment Terms

2.1 In consideration for the provision of the Services, the Client shall pay BH Data Services the Charges in accordance with this Clause 2. The Charges shall be paid in Pounds Sterling (GBP), unless otherwise specified in the applicable SOW.
2.2 Standard Hourly Work: Work performed on a standard hourly basis (£60/hr) shall be invoiced upon completion of the agreed task or on an agreed fortnightly/monthly schedule. Payment is due within 14 calendar days from the date of invoice. All sums payable to BH Data Services under this Agreement shall become due immediately on termination of this Agreement or on the commencement of any act or proceeding in which the Client's solvency is involved, despite other provisions to the contrary.

2.3 Upfront Block Packages: Pre-purchased block bookings require full payment upfront before work begins and are non-refundable once booked and work has commenced. The 5-Hour Prepaid Block is priced at £285, reflecting a 5% discount against the standard hourly rate, and the 10-Hour Block is priced at £558, reflecting a 7% discount against the standard hourly rate. Block hours reserve dedicated capacity in the calendar.

2.4 Expiry of Block Hours: Block hours must be utilised within the agreed calendar month or booking period. Unused hours do not roll over to subsequent calendar months unless explicitly agreed in writing.

2.5 Monthly Reserved Capacity: Where the Client books a rolling monthly reserved capacity package, BH Data Services will reserve up to 20 hours per week, up to a maximum of 80 hours across each agreed 4-week period. This package is priced at £4,320 prepaid, reflecting a 10% discount against the standard hourly rate, and is non-refundable once booked and work has commenced. The package is intended for structured, task-based work completed from written instructions and supplied files. Reserved capacity does not guarantee immediate response, urgent turnaround, meetings, calls, out-of-hours work, or real-time supervision. Unused hours do not roll over unless separately agreed in writing.

2.6 BH Data Services may increase the Charges for the Services on an annual basis and will inform the Client in writing in advance of such increase. Any increase in the Charges shall apply with effect from expiry of BH Data Services' notice.

2.7 Invoice and Payment Terms: Invoices shall be issued electronically unless otherwise agreed in writing. Unless otherwise specified in the applicable SOW, BH Data Services shall invoice the Client for the supply of Services in Pounds Sterling (GBP) and the Client shall pay to BH Data Services the total amount of each invoice in Pounds Sterling (GBP). Payment must be received in cleared funds by the due date stated on the invoice. Time for payment shall be of the essence and no payment shall be deemed to have been made until BH Data Services has received payment in cleared funds. The Client remains responsible for timely payment regardless of any internal approval, purchase order, accounts payable, or administrative process. Any purchase order requirement must be notified to BH Data Services before work begins. All invoice amounts not disputed in writing within five (5) days of the invoice date are deemed accepted by the Client. In the event of a bona fide dispute regarding any invoice or other request for payment, the Client shall promptly notify BH Data Services in writing within five (5) days of the invoice date and the parties shall attempt promptly and in good faith to resolve any dispute regarding amounts owed. Disputed portions of payments may be withheld until the dispute is resolved but undisputed amounts shall be paid by the Client on the due date. At no time may the Client withhold payment for an invoiced amount that is not the subject of a good faith dispute, timely raised, between the parties.

2.8 Late Payment and Suspension: If any invoice remains unpaid after the due date, BH Data Services may pause or suspend all or part of the Services until payment is received in full. Such interruption does not relieve the Client from paying any amount overdue and payable under the SOW. Late or unpaid invoices remain payable for all work completed and delivered. BH Data Services reserves the right to decline further work where invoices remain outstanding. Without prejudice to any other right or remedy that BH Data Services may have, if the Client fails to pay any undisputed amount by the due date for payment, BH Data Services may, at its sole discretion and effective upon notice to the Client, take the following actions: (i) charge the Client interest on any overdue amount on a daily basis from the due date of payment to the date of actual payment, both dates inclusive, whether before or after judgment, at the rate of 8% per annum above the Bank of England base rate from time to time, but at 4% a year for any period when that base rate is below 0%. The Client shall pay the interest together with the overdue amount plus all costs, including reasonable legal fees, incurred to collect any unpaid amounts. For the avoidance of doubt, interest under this Clause shall not apply to payments that the Client contests in good faith until such dispute is resolved between the parties and only on sums found or agreed to be due, from the due date until payment; and (ii) cancel any of the Client's outstanding orders for Services and terminate the Agreement and any SOW under it.

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2.9 Payment Method: Payment shall be made via Direct Bank Transfer (BACS) using the account details provided on the official BH Data Services invoice.

2.10 VAT: BH Data Services is not currently VAT registered and VAT is not charged. If BH Data Services becomes required to register for VAT, VAT may be charged in addition to the stated prices where required by law.

2.11 Set-off: All sums payable to BH Data Services under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If the Client is required under any applicable law to withhold or deduct any amount from the payments due to BH Data Services, the Client shall increase the sum it pays to BH Data Services by the amount necessary to leave BH Data Services with an amount equal to the sum it would have received if no such withholdings or deductions had been made.

2.12 Expenses: BH Data Services will be reimbursed by the Client (on presentation of invoices or other evidence of actual payment) for all reasonable expenses pre-authorised in writing by the Company to incur in providing the Services, which shall be payable by the Client monthly in arrears, following submission of an appropriate invoice.

3. Confidentiality & Data Protection

3.1 Confidential Information: It is expected that the parties will disclose to each other information relating to a party which is of a confidential and proprietary nature and each party recognizes the value and importance of the protection of the other's Confidential Information. All Confidential Information of a disclosing party disclosed to the recipient shall remain the sole property of the disclosing party. Except as expressly allowed in this Agreement, both parties agree to protect the Confidential Information of the other party. The receiving party shall not disclose Confidential Information to any third party without the express written consent of the disclosing party. Each party may disclose the other party's Confidential Information: (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's

rights or carrying out its obligations under or in connection with this Agreement. 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; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement. The prohibitions contained in this Clause shall not apply to information that:

(i) is in the public domain other than as a result of a breach of this Clause;

(ii) is rightfully received by the receiving party from a third party not in breach of an obligation of confidentiality;

(iii) was already known to the receiving party prior to the time of disclosure.

This Clause shall survive termination of this Agreement.

3.2 Data Privacy (UK GDPR): For the purposes of this Clause:

"Applicable Laws" means (for so long as and to the extent that they apply to the BH Data Services) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law;

"Domestic UK Law" means the Data Protection Legislation and any other law that applies in the UK.

"UK GDPR" means the UK General Data Protection Regulation as defined in section 3(10) of the Data Protection Act 2018, as amended by the Data (Use and Access) Act 2025;

"DPA 2018" means the Data Protection Act 2018;

"DUAA" means the Data (Use and Access) Act 2025;

"Data Protection Legislation" means the UK GDPR, the DPA 2018, the Privacy and Electronic Communications Regulations 2003 (as amended) ("PECR"), and any other applicable law relating to the processing of personal data, each as amended, replaced or re-enacted from time to time;

"Controller", "Processor", "Data Subject", "Personal Data", "Processing" and "Personal Data Breach" have the meanings given in the UK GDPR;

"ICO" means the Information Commissioner's Office, or its successor body.

3.3 Each party shall comply with its respective obligations under the Data Protection Legislation in connection with the performance of its obligations under this Agreement. Where a party processes Personal Data on behalf of the other party as a Processor, the parties shall enter into a separate data processing agreement which shall satisfy the requirements of Article 28 UK GDPR. Where the parties process Personal Data as independent Controllers each party shall be responsible for identifying and documenting its own lawful basis for Processing under Article 6 UK GDPR and shall not rely on the other party to establish that basis on its behalf.

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3.4 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and BH Data Services is the Processor.

3.5 Without prejudice to the generality of Clause 3.4, the Client will ensure that it has all necessary appropriate consents, lawful bases and notices in place to enable lawful transfer of the Personal Data to BH Data Services and/or lawful collection of the Personal Data by BH Data Services on behalf of the Client for the duration and purposes of this Agreement.

(a) process that Personal Data only on the documented written instructions of the Client which are set out in the SOW unless BH Data Services is required by Applicable Laws to otherwise process that Personal Data. Where BH Data Services is relying on Applicable Laws as the basis for processing Personal Data, BH Data Services shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit BH Data Services from so notifying the Client;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

(i) the Client or BH Data Services has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) BH Data Services complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) BH Data Services complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

(e) assist the Client's, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Client without undue delay on becoming aware of a Personal Data Breach;

(g) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Agreement unless required by Applicable Law to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this Clause and allow for audits by the Client or the Client's designated auditor and immediately inform the Client if, in the opinion of BH Data Services, an instruction infringes the Data Protection Legislation.

3.7 Data Processing Agreement: Where BH Data Services processes Personal Data on behalf of the Client as a Processor, the parties shall enter into a separate written Data Processing Agreement before such processing begins. The Data Processing Agreement shall set out, as required by Article 28 UK GDPR, the subject matter and duration of the processing, the nature and purpose of the processing, the type of Personal Data, the categories of Data Subjects, and the rights and obligations of the Client as Controller and BH Data Services as Processor. The Data Processing Agreement shall also include appropriate terms covering documented instructions, confidentiality, security measures, sub-processors, assistance with Data Subject rights, breach notification support, return or deletion of Personal Data at the end of the Services, and audit or inspection rights.

3.8 Sub-processors: The Client consents to BH Data Services appointing third-party processors of Personal Data under this Agreement, provided that BH Data Services has entered, or will enter, into a written agreement with each third-party processor incorporating terms which are substantially similar to those set out in this Clause and which meet the requirements of the Data Protection Legislation. As between the Client and BH Data Services, BH Data Services shall remain liable for the acts and omissions of any third-party processor appointed by it pursuant to this Clause.

4.1 Professional Insurance: BH Data Services maintains active Professional Indemnity (PI) Insurance covering client service delivery. Details of coverage can be provided upon request.

4.2 Nothing in this Agreement shall limit or exclude a party's liability for:

(i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(ii) fraud or fraudulent misrepresentation; or

(iii) any other liability which cannot be limited or excluded by applicable law.

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4.3 Subject to Clause 4.2, neither party to this Agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenue, loss of business, loss of goodwill; loss of contracts; loss of anticipated savings; loss of production; loss of or corruption to data; or for any other special, indirect or consequential loss or damage whatsoever arising under or in connection with this Agreement, whether sustained by the other party or any other person and even if foreseeable or if the party has been advised of their possibility.

4.4 Cap on Liability: Subject to Clause 4.2 and Clause 4.3, BH Data Services' total liability to the Client whether in contract, tort (including negligence), misrepresentation (whether innocent or negligent) breach of statutory duty, or otherwise, arising under or in connection with the Services or the performance or non-performance of BH Data Services' obligations under this Agreement and/or the SOW shall be limited to the aggregate of all Charges paid and/or payable by the Client under the relevant SOW or booking during the preceding six (6) months prior to the claim.

4.5 Client Verification: The Client remains responsible for auditing, verifying, and final acceptance of all processed datasets prior to deploying them into production environments or public distribution.

4.6 This Clause 4 shall survive termination of this Agreement and any SOW under it.

5. Client Obligations & Approval

5.1 The Customer shall:

(i) co-operate with BH Data Services in all matters relating to the Services;

(ii) ensure that its employees, agents, contractors or representatives co-operate fully with BH Data Services, its agents, suppliers and contractors in relation to the provision of the Services;

(iii) provide to BH Data Services in a timely manner the accurate source files, documents, links, account access, permissions, credentials, and other information reasonably required for BH Data Services to start and complete the Services and ensure that they are accurate and complete in all material respects. Any delay in providing these items may affect agreed delivery times or availability.

5.2 Delivered work shall be deemed accepted by the Client within 5 business days of delivery unless written notice specifying corrections is submitted.

5.3 If BH Data Services' performance of its obligations under this Agreement or a SOW is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees ("Customer Default"), then, without prejudice to any other right or remedy it may have, BH Data Services shall;

(i) be allowed an extension of time to perform its obligations equal to the delay caused by the Client. BH Data Services shall have the right to suspend performance of any of its obligations until the Client remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays BH Data Services' performance of any of its obligations;

(ii) not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay; and

(iii) the Client shall reimburse the BH Data Services on written demand for any costs or losses sustained or incurred by BH Data Services arising from the Customer Default.

5.4 A failure by the Client to comply with the terms of the Agreement can only relieve BH Data Services from complying with its obligations under the Agreement with effect from the date on which BH Data Services notifies the Client in writing of the Client's failure and its effect or anticipated effect on the Services.

5.5 The Client undertakes to indemnify BH Data Services, of all reasonable costs, charges or losses sustained or incurred by BH Data Services (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the fraud, negligence and wilful misconduct of the Client, its employees, agents, contractors or representatives.

5.5 Corrections and Revisions: One reasonable round of corrections or amendments is included where required to address errors or omissions against the agreed written instructions. Additional changes, new requirements, or changes in scope may be charged separately.

5.6 Prepaid Package Satisfaction and Corrections: Prepaid packages are non-refundable once booked and work has commenced. Where the Client is dissatisfied with delivered work, BH Data Services will review any written concerns raised within 5 business days and, where the issue relates to an error or omission against the agreed written instructions, provide one reasonable correction round. Refunds shall not be due for changes in preference, unclear or incomplete instructions, changes in scope, or work completed in accordance with the agreed written instructions.

5.7 Change Orders: Either party may propose changes to the scope of the Services in a SOW (even if a prepaid fixed Charges SOW) but no proposed changes shall come into effect until a "Change Order" has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

(a) the Services;

(b) the BH Data Services' existing Charges;

(c) the timetable of the Services; and

(d) any of the terms of the relevant SOW.

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5.7.1 If BH Data Services wishes to make a change to the Services it shall provide a draft Change Order to the Client. If the Client wishes to make a change to the Services:

(a) it shall notify BH Data Services and provide as much detail as BH Data Services reasonably requires of the proposed changes, including the timing of the proposed changes; and

(b) BH Data Services shall, as soon as reasonably practicable after receiving the information at Clause 7.3(a), provide a draft Change Order to the Client.

5.7.2 If the parties:

(a) agree to a Change Order, they shall sign it and that Change Order shall amend the SOW; or

(b) are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in Clause 8.9.

5.7.3 BH Data Services may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Client pursuant to Clause 5.7.1 on a time and materials basis at the BH Data Services' hourly rate.

5.8 The Client represents and warrants that: (i) it has obtained all necessary approvals, consents and authorisations of third parties and governmental authorities, to the extent necessary, to enter into this Agreement and to perform and carry out its obligations hereunder; (ii) the persons executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind the party thereto; (iii) the execution, delivery, and performance of this Agreement does not violate any provision of any law, charter, or regulation applicable to it; and (iv) the execution, delivery and performance of this Agreement has been duly authorised by all necessary corporate actions and this Agreement is a valid and binding obligation of such party, enforceable in accordance with its terms.

6. Intellectual Property

6.1 Title to any Deliverables that are in any physical media on which Deliverables are stored and title to any materials transferred to the Client as part of the Services shall pass to the Client on payment of the Charges. BH Data Services transfers the Deliverables and all materials to the Client free from all liens, charges and encumbrances.

6.2 All Client Materials are the exclusive property of the Client.

6.3 BH Data Services and its licensors shall retain ownership of all BH Data Services IPRs. The Client and its licensors shall retain ownership of all

Intellectual Property Rights in the Client Materials.

6.4 BH Data Services grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy and modify BH Data Services IPRs for the purpose of receiving and using the Services during the term of the Agreement.

6.5 The Client grants BH Data Services a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of the Agreement for the purpose of providing the Services to the Client in accordance with the Agreement.

6.6 The Client warrants that: (i) the receipt and use of the Client Materials in the performance of this Agreement by BH Data Services, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and shall indemnify BH Data Services in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by BH Data Services arising out of or in connection with any claim brought against BH Data Services, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Agreement of the Client Materials.

7. Miscellaneous

7.1 No Partnership or Agency: Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person. BH Data Services acknowledges that he is engaged as an independent contractor to the Client and nothing in this Agreement renders him an employee, agent or partner of the Client and he will not hold himself out as such. BH Data Services has the status of a self-employed person and is exclusively responsible for the payment of National Insurance contributions and for the discharge of any income tax liability and VAT payable in respect of the payments in set out in this Agreement and will pay any such contributions and taxes to the appropriate authorities.

7.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations 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 statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

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7.3 Severance: If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 6.3 shall not affect the validity and enforceability of the rest of the Agreement.

7.4 Assignment and Other Dealings: This Agreement is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement. BH Data Services may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, provided that BH Data Services gives prior written notice of such dealing to the Client.

7.5 Non-Solicitation: The Client shall not, without the prior written consent of BH Data Services, at any time from the date of this Agreement to the expiry of six (6) months after the termination or expiry of this Agreement, solicit or entice away from BH Data Services or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of BH Data Services in the provision of the Services. Any consent given by BH Data Services in accordance with this Clause shall be subject to the Client paying to BH Data Services a sum equivalent to 20% of the then current annual remuneration of the BH Data Services' employee, consultant or subcontractor (including all benefits and emoluments), and the Client hereby agrees that such sum is a genuine and reasonable pre-estimate of BH Data Services' losses. For the avoidance of doubt, general employment advertising for open positions not targeted to the other party's employees shall not constitute solicitation.

7.6 Notices: Any notice given under this Agreement must be in writing and may be served personally, by registered or recorded delivery mail or by email transmission. Each party's address for the service of notices will be the address set out above or such other address as is specified for this purpose by notice to the other. A notice is deemed to have been served:

(i) if it was served in person, at the time of service;

(ii) if it was served by post, 48 hours after it was posted;

(iii) if served by email, at the time it was sent.

7.7 Force Majeure: Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement and any relevant SOW if such delay or failure result from events, circumstances or causes beyond its reasonable control ("Force Majeure Event"). If the period of delay or non-performance continues for three (3) months], the party not affected may terminate the Agreement by giving fifteen (15) days' written notice to the affected party. Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; interruption or failure of utility service.

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

7.9 Waiver: A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

7.10 Third Party Rights: This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

7.11 Counterparts: This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement. The executed signature page of a counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.

8. Termination & Governing Law

8.1 Termination: Either party may terminate an ongoing standard hourly agreement by providing 7 calendar days' written notice via email to the other party. Payment remains due for all time worked up to the date of termination. If the Client terminates the Agreement under this Clause it agrees to also pay BH Data Services any non-cancellable costs actually incurred by BH Data Services (including but not limited to set-up charges and costs relating to Services provided by BH Data Services).

8.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

i. the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;

ii. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

iii. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

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8.3 Without affecting any other right or remedy available to it, BH Data Services may terminate this Agreement with immediate effect by giving written notice to the Client if:

i. the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than seven (7) Business Days after being notified in writing to make such payment;

ii. the Client 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;

iii. there is a change of control of the Client.

8.4 Where the Agreement is terminated under any of the circumstances set out in Clause 8.2 and BH Data Services has not completed the Services pursuant to the SOW, the Client is nevertheless under the obligation to pay the full Charges for the Services pursuant to the SOW as if they have been fully provided.

8.5 If the Agreement is terminated by the Client due to Force Majeure or because BH Data Services commits a material breach which is incapable of remedy, the total sums payable by the Client shall be subject to any non-cancellable costs actually incurred by BH Data Services (including but not limited to set-up charges and costs relating to Services provided by BH Data Services) and shall thereafter be equitably prorated for actual work performed to the date of termination with any unexpended funds previously paid by the Client to BH Data Services being refunded to the Client on condition that it has provided a written request for any refundable amount within seven (7) Business Days of the termination date. BH Data Services reserves the right not to refund any outstanding amount if the Client fails to comply with this term.

8.6 On termination or expiry of this Agreement:

i. the Client shall immediately pay to BH Data Services all of BH Data Services' outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, BH Data Services may submit an invoice, which shall be payable immediately on receipt;

ii. BH Data Services shall on request return the Client Materials and BH Data Services shall immediately deliver to the Client all Deliverables whether or not then complete.

8.7 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

8.8 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

8.9 Dispute Resolution: If a dispute arises in connection with this Agreement or the Services, both parties shall first seek to resolve the matter in good faith through written communication. If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("Dispute") then except as expressly provided in this Agreement, the parties shall follow the procedure set out in this Clause:

i. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the Client and BH Data Services shall attempt in good faith to resolve the Dispute;

ii. if the parties are for any reason unable to resolve the Dispute within fourteen (14) calendar days of service of the Dispute Notice, the Dispute shall be finally resolved by the courts of England and Wales in accordance with Clause 8.10.

8.10 Governing Law and Jurisdiction: This Agreement and any disputes or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

ACCEPTANCE & AUTHORISATION

FOR BH DATA SERVICES	FOR CLIENT
Digital Signature:	Digital Signature:
Name: Benjamin Matthew Hanks Title: Owner / Data Support Specialist Date: _____	Name: _____ Title: _____ Date: _____

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