

## Services Agreement

THIS SERVICES AGREEMENT is effective from the date of payment of the joining fee and acceptance as a new consultant on the CneqtDNA consultant administration system.

The agreement is made between:

- (1) CneqtDNA Ltd ( company no. 10727014) (“the Company”); and
- (2) the individual purchasing the Cneqt DNA services outlined in the consultancy section of the CneqtDNA Ltd website (“the Consultant”).

### 1. INTERPRETATIONS

1.1 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise):

**Company:**

CneqtDNA Litmited (company no. 10727014).

**Company Property:**

all documents, books, manuals, materials, papers, systems access and information (on whatever media and wherever located) relating to the business or affairs of the Company or its or their customers and business contacts, and any hardware or software provided for the Consultant use by the Company during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant on the Company, the Consultant on computer systems or other electronic equipment during the Engagement.

**Commencement Date:**

The date of acceptance as a new consultant on the CneqtDNA Ltd consultant administration system.

**Confidential Information:**

information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Company for the time being confidential to the Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with his Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

**Engagement:**

the engagement of the Consultant by the Company on the terms of this agreement to utilise the CneqtDNA Business Diagnostic.

**Intellectual Property Rights:**

patents, utility models, rights to inventions, copyright and neighbouring and related rights, rights in designs, business names and domain names, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) 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.

**Remote Access:**

the facility and access to Systems under control of the Company via networking technologies.

**Services:**

the services set out in the Annex to this agreement.

**System:**

device(s) or procedure(s), whether manual or automated, that perform a business function for the Company or the Consultant.

**Works:**

all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant solely for the provision of the Services to the Company.

**Term:**

for the duration of The Company trading as CneqtDNA Ltd

**Tools:**

any tools or equipment used by the Consultant in fulfilling its obligations under this agreement.

**Working Day:**

a day other than a Saturday, Sunday or public holiday in England when the Company is open for business.

**Working Week:**

Monday to Friday excluding bank and public holidays in England.

## 2. SERVICES

- 2.1 The Company has agreed to provide the Consultant, the services set out in Annex 1 ("the Services") on the terms and conditions set out in this Agreement.
- 2.2 During the Engagement the Consultant shall:
  - 2.2.1 use their best endeavours to promote the interests of the Company;
  - 2.2.2 use the Services provided by The Company with due care, skill and ability to advance their clients business interests
  - 2.2.3 comply with accepted business protocols on anti-harassment and bullying, information and communication systems (including GDPR), health and safety and all IT related polices including information security and network user policies; and
  - 2.2.4 comply with the Bribery Act 2010. Failure to do so may result in the immediate termination of this agreement.
- 2.3 Unless it or he has been specifically authorised to do so by the Company in writing:
  - 2.3.1 the Consultant shall not have any authority to incur any expenditure in the name of or for the account of the Company; and
  - 2.3.2 the Consultant shall not hold itself out as having authority to bind the Company.

## 3. TERM

- 3.1 Subject to Clause 12 (Termination) this Agreement shall be deemed to commence on the date of acceptance as a new consultant on the Company administration system and shall continue for as long as the Company is trading unless modified by mutual agreement.
- 3.2 The Engagement shall be deemed to have commenced on the Commencement Date and shall continue unless and until this agreement is terminated by either party giving to the other not less than 1 months written notice or as otherwise provided in this agreement.

## 4. OTHER WORK

- 4.1 Nothing in this agreement shall prevent the Consultant from being engaged, employed or concerned in any other business, trade, profession or other activity provided that:
  - 4.1.1 such activity does not cause a breach of any of the Consultant's obligations under this agreement or place the Consultant in a conflict of interest with the Company;

## **5. WORKING ARRANGEMENTS**

- 5.1 The Consultant is a customer of the Company and nothing in this agreement shall render the Consultant an employee, worker, agent or partner of the Company and the Consultant shall not hold itself out as such.

## **6. CONFIDENTIAL INFORMATION AND COMPANY PROPERTY**

- 6.1 The Consultant shall not (except in the proper course of its or his duties) use or disclose to any person either during or at any time after the Engagement any Confidential Information.
- 6.2 The restriction in clause 6.1 does not apply to:
- 6.2.1 any use or disclosure authorised by the other party in writing;
- 6.2.2 any use or disclosure authorised by the Company or as required by law; or
- 6.2.3 any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.
- 6.3 All Company Property shall remain the property of the Company. At any stage during the Engagement, the Consultant will promptly, on request by the Company, return to the Company all and any Company Property in its possession.

## **7. DATA PROTECTION**

- 7.1 The Consultant consents to the Company holding and processing data relating to the Consultant for legal, and administrative purposes and in particular to the processing of any "sensitive personal data" as defined in the Data Protection Act 1998 relating to the Consultant including
- 7.1.1 information relating to any criminal proceedings in which the Consultant has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.
- 7.2 The Consultant shall follow accepted business protocols on data protection when processing personal data of their clients on the Company administration system.
- 7.3 The Company warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:
- 7.3.1 process the Consultants personal data in accordance with the Data Protection Act 1998;
- 7.3.2 take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to: (a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and (b) the nature of the data to be protected.
- 7.3.3 take reasonable steps to ensure compliance with those measures.

## **8. INTELLECTUAL PROPERTY**

- 8.1 The Consultant undertakes:
- 8.1.1 whenever requested to do so by the Company and in any event on the termination of the Engagement, promptly to deliver to the Company all documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its possession, custody or power;
- 8.1.2 not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Company; and
- 8.1.3 to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works or will remain with the Company,

## **9. ACCESS TO SYSTEMS**

- 9.1 The Company agrees to provide The Consultant with 24 x 7 x 365 access to its website and administration system in order that they can make full use of the services purchased.
- 9.2 Periods of unavailability due to maintenance will be suitably advised to the Consultant by the Company in advance wherever practical.
- 9.3 The Consultant has no additional rights of access to premises or systems of the Company.

## **10. INSURANCES**

- 10.1 The Consultant shall have liability for and shall indemnify the Company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant, or anyone engaged by the Consultant, of the terms of this Agreement, including any negligent or reckless act, omission or default in the provision of the Services and shall maintain in force during the period of this Agreement adequate insurance cover with reputable insurers acceptable to the Company.
- 10.1.1 The Consultant shall comply with all terms and conditions of its insurance policies at all times.

## **11. RELATIONSHIPS BETWEEN THE PARTIES**

- 11.1 Nothing in this Agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent or employee of the other for any purpose.
- 11.2 At no time shall the Contractor or substitute member of the Contractor's staff represent themselves or hold themselves out as employees of the Company.
- 11.3 Neither the Contractor nor substitute members of the Contractor's staff are entitled to the benefit of any employment contract rights granted to employees of the Company nor to participate in any of the Company's grievance or disciplinary procedures.
- 11.4 Save as expressly specified in writing, neither the Contractor nor substitute members of the Contractor's staff shall assert that they are an agent of the Company, and shall not have any authority to act on behalf of the Company, to conclude any contracts or incur any obligation or liability on behalf of or binding upon the Company, or to sign any document on the Company's behalf.
- 11.5 The Company and the Contractor agree that any communication required to give effect to, amend or terminate the services may be delivered by hand or sent by prepaid first class post to the addresses specified in the Company website; or may be sent by email for mutual convenience.

## **12. TERMINATION**

- 12.1 The Company may at any time terminate the Consultant's agreement with immediate effect and has no liability to make any further payment to the Consultant if the Consultant:
- 12.1.1 is in material breach of any of his obligations under this agreement;
- 12.1.2 is, in the reasonable opinion of the Company, negligent or incompetent in the performance of the Services;
- 12.1.3 is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
- 12.1.4 makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Consultant Company;
- 12.1.5 commits an offence under the Bribery Act 2010;
- 12.1.6 any fraud or dishonesty or acts in any manner which in the opinion of the Company brings or is likely to bring the Consultant or the Company into disrepute or is materially adverse to the interests of the Company; or
- 12.2 The Company may terminate this Agreement by giving the Consultant at least 1 months prior written notice without establishing any breach of contract by the Consultant.
- 12.2.1 The Company shall then pay the Consultant the value of any unexpired credits they have purchased.
- 12.2.2 Further, the Company will reimburse 50% of the initial joining fee if termination is effected within 1 year of the Commencement Date, or, 25% of the initial joining fee if termination is effected after 1 year but within 2 years of the Commencement Date.
- 12.2.3 The Company shall not be liable for any other loss or expense suffered by the Consultant.
- 12.3 The Consultant may terminate this agreement in accordance with Clause 3.2. No entitlement to refund of joining fee or unused credits exists.

## **13 OBLIGATIONS ON TERMINATION**

- 13.1 On termination of this agreement the Consultant shall:
- 13.1.1 immediately deliver to the Company all Company Property in their possession or under their control;
  - 13.1.2 Irretrievably delete any Confidential Information and all matter derived from such sources which is in their possession or under their control.

#### **14 VARIATION AND THIRD PARTY RIGHTS**

- 14.1 This agreement may only be varied by a document signed by both the Consultant and the Company.
- 14.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the Consultant and the Company shall have any rights under it. The terms of this agreement or any of them may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case), without the consent of any third party.

#### **15 ENTIRE AGREEMENT AND PREVIOUS CONTRACTS**

- 15.1 Both parties acknowledge and agree that:
  - 15.1.1 this agreement constitutes the entire agreement and understanding between the Consultant and the Company and supersedes any previous arrangement, understanding or agreement between the Consultant and the Company
  - 15.1.2 in entering into this agreement neither party has not relied on any pre-contractual statement; and
  - 15.1.3 the only rights and remedies available to the parties arising out of or in connection with any pre-contractual statement shall be for breach of contract. However nothing in this agreement shall limit or exclude any liability for fraud.

#### **16 GOVERNING LAW AND JURISDICTION**

- 16.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 16.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of this agreement.