

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement")

BETWEEN:

<p style="text-align: center;">Customer</p>
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<p style="text-align: center;">Supplier Dyspraxia Scotland Ltd Unit 24, 9/10 Dock Street, Dundee, DD1 4BT</p>
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BACKGROUND

- A. The Customer is of the opinion that the Supplier has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Supplier agrees to provide such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Supplier (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Customer hereby agrees to engage the Supplier to provide the Customer with the following services (the "Services"):
 - Advice & 1 to 1 learning support.
2. The Services will also include any other tasks which the Parties may agree on. The Supplier hereby agrees to provide such Services to the Customer.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' written notice to the other Party.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.

7. Except as otherwise provided in this Agreement, the obligations of the Supplier will end upon the termination of this Agreement.

PERFORMANCE

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

PAYMENT

10. The Supplier will charge the Customer for the Services at the rate of £70.00 per month (the "Payment").
11. A deposit of £140.00 (the "Deposit") will be payable by the Customer.
12. For the remaining amount, the Customer will be invoiced every month.
13. Invoices submitted by the Supplier to the Customer are due upon receipt.
14. The above Payment includes Value Added Tax.
15. The Supplier will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Supplier will indemnify the Customer in respect of any such payments required to be made by the Customer.
16. The Supplier will be solely responsible for the payment of all remuneration and benefits due to the employees of the Supplier, including any National Insurance, income tax and any other form of taxation or social security costs.

REIMBURSEMENT OF EXPENSES

17. The Supplier will be reimbursed from time to time for reasonable and necessary expenses incurred by the Supplier in connection with providing the Services.
18. Pre-approval is not required for expenses.

CONFIDENTIALITY

19. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and Customer records and that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.
20. The Supplier agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Supplier has obtained, except as authorised by the Customer or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

21. All written and oral information and material disclosed or provided by the Customer to the Supplier under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Supplier.

OWNERSHIP OF INTELLECTUAL PROPERTY

22. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Supplier. The Customer is granted a non-exclusive limited-use license of this Intellectual Property.
23. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Supplier.

RETURN OF PROPERTY

24. Upon the expiry or termination of this Agreement, the Supplier will return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer.

CAPACITY/INDEPENDENT SUPPLIER

25. In providing the Services under this Agreement it is expressly agreed that the Supplier is acting as an independent Supplier and not as an employee. The Supplier and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

NOTICE

26. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. _____

- b. Dyspraxia Scotland Ltd
Unit 24, 9/10 Dock Street, Dundee, DD1 4BT

or to such other address as either Party may from time to time notify the other.

INDEMNIFICATION

27. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

28. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

TIME OF THE ESSENCE

29. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

30. The Supplier will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

ENTIRE AGREEMENT

31. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

32. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

33. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

34. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

35. This Agreement will be governed by and construed in accordance with the laws of Scotland.

SEVERABILITY

36. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

37. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
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IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

_____(Customer)

Dyspraxia Scotland Ltd

Per: _____(Seal)