

# GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") BETWEEN:

CUSTOMER

SUPPLIER

Dyspraxia Scotland Ltd

Unit 24, 9/10 Dock Street, Dundee, DD1 4BT

## 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 is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

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**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"):
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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 until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

## PERFORMANCE

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

## CURRENCY

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement

are in GBP.

## **PAYMENT**

6. The Supplier will charge the Customer for the Services at the rate of £60.00 per hour (the "Payment").
7. A deposit of £70.00 (the "Deposit") will be payable by the Customer.
8. For the remaining amount, the Customer will be invoiced when the Services are complete.
9. Invoices submitted by the Supplier to the Customer are due upon receipt.
10. In the event that this Agreement is terminated by the Customer prior to completion of the Services but where the Services have been partially performed, the Supplier will be entitled to pro rata payment of the Payment to the date of termination provided that there has been no breach of contract on the part of the Supplier.
11. The above Payment includes Value Added Tax.
12. 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.
13. 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**

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

## **CONFIDENTIALITY**

16. 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.
17. 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.

**18.** 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**

**19.** 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 nonexclusive limited-use license of this Intellectual Property.

**20.** Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Supplier.

**RETURN OF PROPERTY**

**21.** 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**

**22.** 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**

**23.** 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.**

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**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**

**24.** 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**

25. 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**

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

**ASSIGNMENT**

27. 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**

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

**ENUREMENT**

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

**TITLES/HEADINGS**

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

**GENDER**

31. 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**

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

**SEVERABILITY**

33. 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**

34. 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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