Master Services Agreement

General terms for all services supplied by Ataman Consulting Ltd

PARTIES

(1) **Ataman Consulting Ltd**, a company incorporated in England and Wales with company number 13597881, whose registered office is at 124 City Road, London, England, EC1V 2NX (the **"Provider"**); and

(2) the client named in the Ataman Consulting **Contract Acceptance Form** that refers to this document (the **"Client"**).

BACKGROUND

The Provider supplies HSE consultancy, social media consultancy, digital transformation, management consultancy and coaching services, including through its brands HSE Coaching and DOA Coaching. This Master Services Agreement sets out the general terms on which the Provider supplies services to business clients. The services, fees and timetable for each engagement are recorded in the Contract Acceptance Form and the relevant Statement of Work.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement: **"Contract Acceptance Form"** means the Provider's form, signed by the Client, that identifies the Client, the documents accepted and the agreed commercial terms; **"SOW"** means a Statement of Work published by the Provider and selected in the Contract Acceptance Form; **"Services"** means the services described in a SOW and the Contract Acceptance Form; **"Deliverables"** means reports, documents and other materials produced for the Client; **"Fees"** means the charges recorded in the Contract Acceptance Form, an accepted proposal or an invoice; **"DPA"** means the Provider's Data Processing Agreement; **"Agreement"** means this Master Services Agreement together with the Contract Acceptance Form, each selected SOW and the DPA; **"Business Day"** means a day other than a Saturday, Sunday or public holiday in England.

1.2 If there is a conflict, the following order applies: (a) the commercial terms and special conditions recorded in the Contract Acceptance Form; (b) this Master Services Agreement; (c) the SOW; (d) the Provider's invoice terms. A SOW prevails over this Agreement only where it expressly says so.

2. SERVICES

2.1 The Provider shall perform the Services with reasonable skill and care, in accordance with good industry practice.

2.2 The Provider may use suitably qualified associates or subcontractors and remains responsible for their work.

2.3 Dates given for the Services are estimates unless the Contract Acceptance Form states that time is of the essence.

3. CLIENT RESPONSIBILITIES

3.1 The Client shall co-operate with the Provider, provide accurate and complete information, and give timely access to its premises, sites, staff and systems as reasonably required.

3.2 The Client shall ensure that any site the Provider visits is safe to access and shall give the Provider its site rules, induction and PPE requirements in advance.

3.3 The Provider is not liable for any delay or failure caused by the Client's failure to meet its responsibilities.

4. NATURE OF ADVICE

4.1 Where the Services relate to health, safety, environmental, quality or other regulatory matters, the Client remains the duty holder and is responsible for compliance with applicable law. The Provider acts as an adviser and does not take over the Client's legal duties unless the Contract Acceptance Form expressly says so.

4.2 Advice and Deliverables are based on information provided by the Client and on conditions observed at the time of any visit. The Provider is not responsible for conditions that change afterwards or for matters not disclosed to it.

4.3 The Provider does not guarantee any certification, accreditation, audit result or regulatory outcome, which are decided by third parties.

4.4 Where the Services use software or artificial intelligence tools, their outputs support professional judgement and are reviewed before being relied on.

5. CHANGES

5.1 Either party may request a change to the Services. No change is binding until both parties agree it in writing, including by email, together with any effect on the Fees and timetable.

6. FEES AND PAYMENT

6.1 The Client shall pay the Fees recorded in the Contract Acceptance Form, an accepted proposal or an invoice.

6.2 Invoices are payable within the payment term recorded in the Contract Acceptance Form. If no term is recorded there, the term shown on the invoice applies, and if none is shown, invoices are payable within 30 days.

6.3 Fees are exclusive of VAT, which the Client shall pay where applicable. Reasonable pre-agreed travel and other expenses are charged at cost.

6.4 If the Client fails to pay on time, the Provider may charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 and, after giving 7 days' written notice, suspend the Services until payment is made.

7. INTELLECTUAL PROPERTY

7.1 Each party keeps ownership of its intellectual property that existed before this Agreement or is created independently of it. The Provider keeps ownership of its methods, templates, tools, software, know-how and training materials.

7.2 On full payment of the relevant Fees, the Client receives a non-exclusive, perpetual licence to use the Deliverables for its internal business purposes, unless the SOW or Contract Acceptance Form provides for an assignment.

7.3 The Client may not resell, publish or distribute the Provider's materials to third parties without the Provider's written consent.

8. CONFIDENTIALITY

8.1 Each party shall keep the other party's confidential information secret and use it only to perform this Agreement. This does not apply to information that is public, already known to the recipient, independently developed, or required to be disclosed by law or a regulator.

8.2 This clause continues for 3 years after this Agreement ends.

9. DATA PROTECTION

9.1 Each party shall comply with the UK GDPR and the Data Protection Act 2018. Where the Provider processes personal data on behalf of the Client, the DPA applies and forms part of this Agreement.

10. LIMITATION OF LIABILITY

10.1 Nothing in this Agreement limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited by law.

10.2 Subject to clause 10.1, neither party is liable for loss of profit, revenue, business, goodwill or anticipated savings, or for any indirect or consequential loss.

10.3 Subject to clause 10.1, the Provider's total liability arising under or in connection with this Agreement is limited to the total Fees paid or payable by the Client in the 12 months before the event giving rise to the claim.

11. INSURANCE

11.1 The Provider shall maintain professional indemnity and public liability insurance at levels appropriate to the Services and provide evidence on reasonable request.

12. TERM AND TERMINATION

12.1 This Agreement starts on the date the Client signs the Contract Acceptance Form and continues until terminated. Each engagement runs for the period recorded in the Contract Acceptance Form.

12.2 Either party may terminate this Agreement or an engagement by giving at least 30 days' written notice.

12.3 Either party may terminate immediately by written notice if the other party:

(a) commits a material breach that is not remedied within 14 days of a written request; or

(b) becomes insolvent, enters administration or liquidation, or ceases to trade.

12.4 On termination, the Client shall pay for all Services performed and expenses incurred up to the termination date. Clauses that by their nature should survive termination shall continue.

13. FORCE MAJEURE

13.1 Neither party is liable for delay or failure caused by events beyond its reasonable control. If such an event continues for more than 30 days, either party may terminate the affected engagement by written notice.

14. NON-SOLICITATION

14.1 During each engagement and for 6 months after it ends, the Client shall not directly engage any individual associate or subcontractor of the Provider who worked on that engagement without the Provider's prior written consent.

15. STATUS OF THE PARTIES

15.1 The Provider is an independent contractor. Nothing in this Agreement creates an employment, partnership, agency or joint venture relationship.

16. ETHICS AND COMPLIANCE

16.1 Each party shall comply with the Bribery Act 2010 and the Modern Slavery Act 2015 and shall not offer, give or accept any bribe in connection with this Agreement.

17. NOTICES

17.1 Notices must be in writing and sent by email: to the Provider at contract@atamanconsulting.co.uk, and to the Client at the email address recorded in the Contract Acceptance Form. An email notice is received on the next Business Day after it is sent.

18. GENERAL

18.1 **Entire agreement:** this Agreement is the entire agreement between the parties about its subject matter.

18.2 **Variation:** no variation is effective unless agreed in writing by both parties.

18.3 **Updates:** the Provider may publish new versions of its documents. A new version applies to an engagement only when the Client accepts it.

18.4 **Assignment:** neither party may assign this Agreement without the other's consent, which shall not be unreasonably withheld.

18.5 **Severance and waiver:** if any provision is invalid, the rest remains in force. A delay in exercising a right is not a waiver.

18.6 **Third parties:** no person other than the parties has rights under the Contracts (Rights of Third Parties) Act 1999.

19. GOVERNING LAW AND JURISDICTION

19.1 This Agreement and any dispute arising from it are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.

ACCEPTANCE

This document is accepted by signing the Ataman Consulting Contract Acceptance Form, electronically or by hand. The version accepted is the version shown in the footer and published at atamanconsulting.co.uk/legal/master-services-agreement.pdf on the date the form is signed. The Client's details, the agreed fees and any special terms are recorded in that form.

A typed name with confirmation of acceptance through the Provider's signing platform is an electronic signature and has the same effect as a handwritten signature.