

TIME ASSIST CLIENT-CONTRACTOR AGREEMENT

CAPSULE CRM SET-UP

Project start date: **Booked date**
 Estimated project end date: **30 days after booked date**

1. THE CONTACTOR & THE USER	<p>Company: Time Assist Ltd. Name & role: Jaanika Okk, director Address: 124 City Road, London, England, EC1V 2NX E-mail: j.okk@timeassist.co.uk Phone: 07795871205</p>
2. BACKGROUND	<p>The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client. The Contractor is agreeable to providing such services to the Client 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 Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:</p>
3. SERVICES PROVIDED	<p>The Client hereby agrees to engage the Contractor to provide the Client with Capsule CRM set-up (the "Services"). The Contractor hereby agrees to provide such Services to the Client.</p>
4. TERM OF AGREEMENT	<p>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 Services have been completed. 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. 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. This Agreement may be terminated at any time by mutual agreement of the Parties. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.</p>
5. PERFORMANCE	<p>The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.</p>
6. CURRENCY	<p>Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.</p>
7. PAYMENT	<p>The Contractor will charge the Client for the Services at the following rate: £500</p> <p>If the Client and the Contractor decide to proceed the Service, then the price for any future work will be confirmed separately via e-mails. All future invoices will be sent according to the future work agreed.</p> <p>The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement. The Contractor will not offer any refunds for the work delivered unless mutually agreed otherwise via e-mails.</p>
8. TRADE SECRETS	<p>Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorised by the Client 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.</p>
9. OWNERSHIP OF INTELLECTUAL PROPERTY	<p>All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.</p>
10. RETURN OF PROPERTY	<p>Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.</p>

11. CAPACITY/ INDEPENDENT CONTRACTOR	In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.
12. NOTICE	All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing either by post to the registered office address or via sent to the email address used to send this agreement. Should any contact details change, it is the responsibility of the party whose details change to inform the other party.
13. INDEMNIFICA-TION	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.
14. MODIFICATION OF AGREEMENT	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.
15. TIME OF THE ESSENCE	Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.
16. ASSIGNMENT	The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.
17. ENTIRE AGREEMENT	It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.
18. ENUREMENT	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.
19. TITLES/ HEADINGS	Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
20. GENDER	Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
21. GOVERNING LAW	This Agreement will be governed by and construed in accordance with the laws of England.
22. SEVERABILITY	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.
23. WAIVER	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.

CONFIDENTIALITY

It is agreed as follows:

1. DEFINITION	<p>“Confidential Information” means the information concerning the following: Capsule CRM set-up and other products or business of the Information Owner that is disclosed by the Information Owner to the User, whether verbally, in writing or by any other means and any other secret information concerning the business, products or customers of the Information Owner whether marked as confidential or not, except for information in the public domain other than through the act or omission of the User.</p>
2. CONFIDENTIALITY	<p>In consideration of being given use of the Confidential Information as set out below, the User shall, and shall confirm that its employees and agents shall keep the Confidential Information strictly confidential and not directly or indirectly reveal, report, copy, part with possession of, licence, publish, transfer, communicate or disclose the Confidential Information in any manner whatsoever without the Information Owner’s prior written consent.</p> <p>The User shall ensure that the Confidential Information is stored securely and that access to it is restricted to those employees who need such access for the purpose of using the Confidential Information as permitted under this Agreement. The User shall ensure that it informs its employees of the confidential nature of the Confidential Information and shall ensure that only employees are given access to the Confidential Information. The User shall not give agents, sub-contractors, third parties or other non-employees access to the Confidential Information.</p> <p>The User shall and shall confirm that its employees shall return to the Information Owner all the Confidential Information in material form on demand and thereupon cease to use the Confidential Information.</p> <p>The User shall indemnify the Information Owner from and against any loss or disclosure of the Confidential Information and all actions, proceedings, claims, demands, costs, awards and damages however arising, directly or indirectly as a result of any breach or non-performance by the User of any of its obligations under this Agreement.</p>
3. PERMITTED PURPOSE	<p>The User shall only use the Confidential Information for the purpose of Capsule CRM Set-up and not otherwise in connection with its business or other activities.</p> <p>Unless otherwise agreed with Time Assist any documentation, reports or resources created by Time Assist may not be shared, supplied or sold to any third party.</p>
4. GENERAL	<p>This Agreement is the entire agreement between the parties in connection with its subject matter and supersedes any prior agreement or other terms or representations made by the Information Owner to the User.</p> <p>This Agreement is subject to English law and the parties agree to submit to the jurisdiction of the English courts in relation to any dispute arising out of this Agreement.</p>