

AGREEMENT FOR SERVICES

This Agreement, dated 12th April 2017 (the “Effective Date”) for Services (the “Agreement”) is between Rosie Bringham (“Developer”), and Rik Lomas of SuperHi Inc (“Client”) (together known as the “Parties”), for the performance of said Training Services and the production of Deliverables, as described in Schedule A, attached hereto and incorporated herein by reference. The Parties agree as follows:

1. DEFINITIONS

As used herein and throughout this Agreement:

1.1 “Agreement” means the entire content of this document, the Proposal document(s) (if any), Schedule A, and Schedule B, together with any other Supplement, Exhibits, or additional Schedules as may be attached hereto and incorporated herein by reference.

1.2 “Client Content” means all materials, information, photography, designs, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.

1.3 “Copyrights” means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.K. Copyright Law.

1.4 “Deliverables” means the services and work product, as mutually agreed upon by Client and Developer, to be delivered by Developer to Client, in the form and media specified in Schedule A.

1.5 “Developer Tools” means all design tools developed and/or utilised by Developer in performing the Services, including, without limitation, pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions (whether or not patentable), and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

1.6 “Final Art” means all creative content developed or created by Developer, or commissioned by Developer, exclusively for the Project and incorporated into and delivered as part of the Final Deliverables, including, but not limited to, any and all visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, modifications to Client Content, and Developer’s selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials, and as approved and accepted by Client.

1.7 “Final Deliverables” means the final versions of Deliverables provided by Developer and approved and accepted by Client.

1.8 “Preliminary Works” means all artwork including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents, developed by Developer and which may or may not be shown and or delivered to Client for consideration.

1.9 “Project” means the scope and purpose of Client’s identified usage of the work product.

1.10 “Services” (or “Developer’s Services”) means all services and the work product to be provided to Client by Developer as described and otherwise further defined in the Deliverables.

1.11 “Third Party Materials” means proprietary third party materials which are incorporated into the Final Deliverables, including, but not limited to, stock photography or stock illustrations.

1.12 “Trademarks” means trade names, words, symbols, designs, logos or other devices or designs used to designate the origin or source of goods or services.

2. INTELLECTUAL PROPERTY PROVISIONS

2.1 Client Content. Client Content, including all pre-existing Trademarks and copyright material, shall remain the sole property of Client, and Client shall be the sole owner of all rights in connection therewith. Client hereby grants to Developer a nonexclusive, nontransferable license to use, reproduce, and modify the Client Content solely in connection with Developer’s performance of the Developer’s Services and the production of the Deliverables.

2.2 Third Party Materials. All Third Party Materials are the exclusive property of their respective owners. Developer shall inform Client of all Third Party Materials that may be required to perform the Design Services or otherwise integrated into the Final Art. Under such circumstances, Developer shall inform Client of any need to license.

2.3 Assignment of Copyrights. Upon completion of the Services and conditioned upon full payment of all fees, costs and out-of-pocket expenses due, Developer shall assign to Client all ownership rights, including any copyrights, in and to any artworks, source code or designs comprising the works created by Developer as part of the Final Art and Final Deliverables for use by Client. Developer shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence all such assignments of intellectual property.

2.4 Assignment of Final Art. Upon completion of the Design Services, and subject to full payment of all fees, costs and expenses due, Developer hereby assigns to Client all right, title and interest, including without limitation, copyright and other

intellectual property rights, in and to the Final Deliverables and the Final Art. Developer agrees to reasonably cooperate with Client and shall execute any additional documents reasonably necessary to evidence such assignment.

3. FEES

In consideration of the Services to be performed by Developer, Client shall pay to Developer fees in the amounts and according to the Payment Terms and Schedule, as set forth in Schedule B, attached hereto and incorporated herein by reference.

4. TIMING AND ACCEPTANCE

4.1 Timing. Developer shall prioritise performance of the Services as may be necessary or as agreed upon by the Parties, and will undertake commercially reasonable efforts to perform the Services. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve and accept the Deliverables in writing (which will then become the Final Deliverables) or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Developer.

4.2 Acceptance. Client, within 3 business days of receipt of each Deliverable, shall notify Developer, in writing, of any failure of such Deliverable to comply with the specifications as agreed upon by the Parties, or of any other objections, corrections, changes or amendments Client wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and Developer shall undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from Client within said stated time period, the Deliverable shall be deemed accepted.

5. CLIENT RESPONSIBILITIES

Client acknowledges that he shall be responsible for performing the following in a reasonable and timely manner:

- (a) Coordination of any decision-making with parties other than the Developer;
- (b) Provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation; and,
- (c) Final proofreading pursuant to Provisions 4.1 and 4.2.

6. RECOGNITION

Developer retains the right to reproduce, publish and display the Final Deliverables in Developer's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the sole purposes of recognition of creative excellence

or professional advancement, and to be credited with authorship of the Final Deliverables in connection with such uses. Either Party, subject to the other's written approval, may include a link to the other Party's website.

7. CONFIDENTIAL INFORMATION

Each Party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other Party, including, but not limited to, Preliminary Works ("Confidential Information"). Each Party, its agents and employees shall hold and maintain in strictest confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations pursuant to this Agreement, except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

8. RELATIONSHIP OF THE PARTIES

8.1 Independent Contractor. Developer is an independent contractor, not an employee of Client or any company affiliated with Client. Developer shall provide the Services under the general direction of Client, but Developer shall determine the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture, and neither Party is authorised to act as agent or bind the other Party, except as expressly stated in this Agreement. Developer and the Deliverables prepared by Developer shall not be deemed a work for hire as that term is defined under Copyright Law. All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the Parties and the various terms and conditions of this Agreement.

8.2 No Exclusivity. The Parties expressly acknowledge that this Agreement does not create an exclusive relationship between the Parties. Client is free to engage others to perform services of the same or similar nature to those provided by Developer, and Developer shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Developer.

9. WARRANTIES AND REPRESENTATIONS

9.1 By Client. Client represents, warrants and covenants to Developer that

(a) Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content; and,

(b) To the best of Client's knowledge, the Client Content does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties.

9.2 By Developer.

(a) Developer hereby represents, warrants and covenants to Client that Developer will provide Developer's Services and produce the Deliverables as identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services.

(b) Developer further represents, warrants and covenants to Client that

- (i) The Final Deliverables shall be the original work of Developer; and,
- (ii) To the best of Developer's knowledge, the Final Art provided by Developer does not infringe the rights of any party, and use of same in connection with the Project will not violate the rights of any third parties.

10. INDEMNIFICATION

10.1 By Client. Client agrees to indemnify, save and hold harmless Developer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances, Client shall promptly notify Developer in writing of any claim or suit. Client has sole control of the defence and all related settlement negotiations. Developer shall provide Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section.

10.2 By Developer. Subject to the terms, conditions, express representations and warranties provided in this Agreement, Developer agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Developer's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client.

11. TERM AND TERMINATION

11.1 This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and the Final Deliverables and the Final Art are delivered.

11.2 This Agreement may be terminated at any time by either Party effective immediately upon notice, or the mutual agreement of the Parties, or if any Party:

(a) Becomes insolvent, files a petition in bankruptcy, or makes an assignment for the benefit of its creditors; or,

(b) Breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within 20 days from receipt of written notice of such breach.

11.3 Upon expiration or termination of this Agreement:

(a) Each Party shall return or, at the disclosing Party's request, destroy the Confidential Information of the other Party; and,

(b) Other than as provided herein, all rights and obligations of each Party under this Agreement, exclusive of the Services, shall survive.

12. GENERAL

12.1 Modification/Waiver. This Agreement may be modified by the Parties, but any modification of this Agreement must be in writing and executed by both Parties. Failure by either Party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights, nor shall a waiver by either Party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

12.2 Notices. All notices to be given hereunder shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified in the signature execution section below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or email, upon confirmation of receipt.

12.3 No Assignment. Developer shall not assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of Client.

12.4 Governing Law. The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United Kingdom without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction.

12.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

12.6 Headings. The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement, nor shall such headings otherwise be given any legal effect.

12.7 Integration. This Agreement comprises the entire understanding of the Parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the Parties relating to the subject matter of this Agreement.

By their execution, the Parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective Party to all of the terms and conditions herein

Please sign below:



Signature

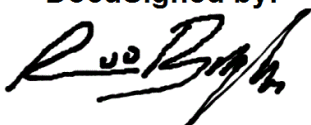
Rik Lomas

Print name

27th April 2017

Date

DocuSigned by:



76A662345F02470...

Signature

Rosie Brigham

Print name

5/1/2017

Date

Schedule A: Deliverables

- Help with customer support and student help for SuperHi students

Schedule B: Payment Terms and Schedule

- £40/hr billable every 4 weeks.