

THIS AGREEMENT is made on the 28th June 2017

**BETWEEN:**

(1) The Bakery Worldwide Ltd, Company Registration Number 8340476 whose registered office is at Unit 6, Sledge Tower, Roseberry Place E8 3DD ("The Bakery"); and

(2) Mareks Zevalds, Personal Identification Number 10606-100395 whose declared place of residence is at Zemes iela 7, Riga, LV-1082, Latvia ("The Individual")

## **Terms and Conditions**

The Individual, by accepting our invitation to become a participant in any of The Bakery Inspiration Sessions, Matchmaking Days or Accelerator programmes, unless otherwise agreed in writing, or on accepting introductions to Prospective Clients, hereby agrees these Terms and Conditions as follows:

### **1. Definitions and Interpretation**

1. In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
"Completed Transaction"	means an agreement between the Individual and a Prospective Client for the provision of the Product;
"Confidential Information"	means all business, technical, financial or other information created or exchanged between the parties in the course of the Agreement;
"Follow-up"	means an attempt by the Individual to contact a Prospective Client using the details supplied by The Bakery pursuant to Sub-clause 3.2;
"Introduction"	means the Individual being introduced to a Prospective Client by the method stated at Sub-clause 3.2;
"Product"	means any goods, services, goods and services provided from time to time by The Individual,
"Prospective Client"	means any person who is not an existing client of The Individual and who has not been a client of the Individual in the 24 month period prior to Introduction.
"Final Contract Price"	means the contract price agreed between The Individual and a Prospective Client

#### **1.2**

Unless the context otherwise requires, each reference in this Agreement to:

##### **1.2.1**

"writing", and any cognate expression, includes a reference to any communication effected by electronic mail, telex, facsimile transmission or similar means;

##### **1.2.2**

"this Agreement" is a reference to this Agreement and each of the Schedules, as amended or supplemented at the relevant time;

##### **1.2.3**

a Schedule is a schedule to this Agreement; and

##### **1.2.4**

a clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.

#### **1.3**

In this Agreement:

##### **1.3.1**

any reference to the parties includes a reference to their respective personal representatives, heirs, successors in title and permitted assignees;

##### **1.3.2**

any reference to a person includes any body corporate, unincorporated association, partnership or any other legal entity;

##### **1.3.3**

words importing the singular number include the plural and vice versa; and

#### 1.3.4

words importing any gender include any other gender.

## 2. Appointment of The Bakery

### 2.1

The Individual appoints The Bakery to identify and introduce to the Individual Prospective Clients for the Products supplied by the Individual, pursuant to the terms and conditions of this Agreement, on a non-exclusive basis.

### 2.2

The Agreement shall commence with effect from 28<sup>th</sup> June 2017 until 28<sup>th</sup> June 2019 or until this Agreement is terminated in accordance with Clause 9.

### 2.3

The Individual shall pay to The Bakery a fee for each new client introduced by them at the rate set out at Clause 5 of this Agreement ("the Fee").

### 2.4

The Individual shall be entitled to supply the Product to clients notwithstanding those clients not having been introduced to the Individual by The Bakery.

## 3. Introduction of Prospective Clients

### 3.1

The Bakery shall use reasonable endeavours to identify and solicit Prospective Clients to introduce to the Individual.

#### 3.1.1

The Individual is not obliged to accept an introduction, nor to officially acknowledge unless the Individual expressly wishes not to be introduced, in which case the Individual should refuse the introduction in writing. However if a meeting goes ahead that has been arranged by The Bakery on the basis outlined in Section 3, the Individual will be deemed to have been introduced.

### 3.2

The Bakery shall introduce identified Prospective Clients to the Individual, in particular the Brands and Agencies identified from time to time as existing Clients of The Bakery, making introductions and shall:

#### 3.2.1

provide the Individual with sufficient contact details to enable the Individual to contact the Prospective Client, such details to be provided in writing and to include the Prospective Client's full name, address and daytime telephone number plus any other details deemed necessary;

#### 3.2.2

provide the Individual with brief details as to what Product(s) in particular the Prospective Client requires;

#### 3.2.3

ensure that the Prospective Client consents to being contacted by the Individual in relation to the supply of the Product; and

#### 3.2.4

ensure that all steps are taken in order for the Individual to be able to process the contact details and all other information provided to it by The Bakery in accordance with the Data Protection Act 1998.

### 3.3

The Bakery shall maintain a proper record of Prospective Clients introduced to the Individual pursuant to this Agreement and the dates on which such introductions were made.

### 3.4

The Bakery shall ensure that all appropriate employees and agents are conversant with the Product supplied by the Individual in order to facilitate the effective identification of Prospective Clients.

## 4. Obligations of the Individual

### 4.1

The Individual agrees that it will follow-up all introductions made by The Bakery with a view to reaching a completed transaction with the Prospective Client. If the Individual decides not to contact a Prospective Client introduced to it for any reason, the Individual must inform The Bakery at the end of the calendar month in which such decision was made.

### 4.2

The Individual shall maintain a proper record of introductions, follow-ups and completed transactions for the purpose of accurate payment of fees under Clause 5.

### 4.3

The Individual shall provide The Bakery with such promotional and sales brochures and literature as is necessary from time to time in order for The Bakery to comply with its obligations under Sub-clause 3.4 above.

## 5. Fees and Payment

### 5.1

The Individual will pay to The Bakery a fee equal to 25% of the Final Contract Price (exclusive of any VAT) of completed transactions in respect of each Prospective Client introduced.

### 5.2

Fees under this Agreement shall be payable in respect of each separately contracted completed transaction occurring within the 24 month period immediately following the introduction of the Prospective Client to the Individual.

### 5.3

The Individual will pay The Bakery the Fee for each completed transaction by bank transfer within 14 days of The Individual receiving payment, or part thereof, for the completed transaction, however at no time shall fees be paid later than 60 days from

the date of the Completed Transaction. If payment is received in instalments, fees are payable pro-rata in relation to the amount received.

5.4

The Bakery acknowledges and agrees that, where a client introduced by The Bakery subsequently cancels an agreement with the Individual which attracted payment of a Fee and for which the Fee has been paid to The Bakery, The Bakery shall be liable to repay the Fee, pro rata in relation to the amount reimbursed by the Individual to the client.

## 6. Relationship of the Parties

6.1

Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, any party the agent of any other party for any purpose.

6.2

Subject to any express provisions to the contrary in this Agreement, The Bakery shall have no right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the Individual or bind the Individual in any way.

## 7. Confidentiality

The parties agree to keep all Confidential Information in relation to the business of the other confidential during and after the term of the agreement. This Clause 8 will not apply to:

7.1

any information which has been published or is in the public domain other than through a breach of this agreement;

7.2

information in the possession of the recipient party before the disclosure under this agreement took place;

7.3

information obtained from a third party who is free to disclose it;

7.4

information which a party is required by law to disclose.

## 8. Non Circumvention

The Individual and The Bakery hereby irrevocably agree not to circumvent or attempt to circumvent the provisions of this Agreement, including but not limited to those provisions regarding the calculation and payment of the Fee, and affirm that in every case that they will act with the highest standards of ethics in their dealings with each other.

## 9. Termination

9.1

Either party has the right to terminate this Agreement immediately if the other:

9.1.1

has committed a material breach of this agreement, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other party has failed to remedy the breach within 14 days after a written notice to do so; or

9.1.2

becomes insolvent or is the subject of a bankruptcy order.

9.2

No Fee shall accrue for any Introduction of a Prospective Client after the date on which this Agreement is terminated. Any Introduction occurring prior to termination which results in a Completed Transaction after termination shall accrue a Fee pursuant to Clause 5. The termination of this Agreement shall be without prejudice to any rights which have already accrued to either of the parties under this Agreement.

9.3

Upon Termination of this Agreement any monies owed by the Individual to The Bakery or vice versa shall be payable immediately.

## 10. Nature of Agreement

10.1

This Agreement is personal to the parties and neither party may assign, mortgage, [or] charge (otherwise than by floating charge) [or sub-license] any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other party.

10.2

This Agreement contains the entire agreement between the parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

10.3

Each party agrees that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.4

No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

10.5

If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

## **11. Notices and Service**

11.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other shall be given by:

11.1.1

delivering it by hand;

11.1.2

sending it by pre-paid registered post; or

11.1.3

sending it by email, facsimile transmission or comparable means of communication to the other party at the address given in Sub-clause 11.4.

11.2

Any notice or information given by post in the manner provided by Sub-clause 11.1.2 which is not returned to the sender as undelivered shall be deemed to have been given on the 3rd day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

11.3

Any notice or information sent by email or comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of it is sent as provided in Sub-clause 11.1.2 to the other party at the address given in Sub-clause 11.4 within 24 hours after transmission.

11.4

Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by either party by causing it to be delivered to the other party at its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

**IN WITNESS** whereof the duly authorised representatives of The Bakery Worldwide and the Individual have executed this Agreement the day and year first before written.

For and on behalf of  
The Bakery Worldwide



.....  
Signature

Tom Salmon

.....  
Print Name

CEO

.....  
Job Title

28 / 06 / 2017

.....  
Date

For and on behalf of  
the Individual



.....  
Signature

Mareks Zevalds

.....  
Print Name

Engineering Design Undergraduate

.....  
Job Title

11/07/2017

.....  
Date