



MELIAN DIALOGUE  
RESEARCH REINVENTED

## CONTRACT FOR SERVICES AGREEMENT

**THIS AGREEMENT** is made on **24-03-2024**

### BETWEEN:

- (1) **PRINTED NAME** trading as Melian Dialogue, a public limited company  
**ORGANIZATION**  
registered in England under number 14941265, whose registered address is 4 Durham  
Workspace, Abbey Road, Pity Me, Durham DH1 5JZ ("the Company") and
- (2) **Ron** ("the Client")

### Definitions and Interpretation

In this Contract for Services the following definitions apply:

"Contractor" means the Contractor trading as Ron engaged by the Company to render services and/or work

"Company" means Melian Dialogue plc of 4 Durham Workspace, Abbey Road, Durham DH1 5JZ.

Unless the context requires otherwise, references to the singular include the plural and

references to the masculine include the feminine and vice versa.

## **The Contract**

A legally binding contract between Us and You will be created upon our mutual acceptance of this Agreement, indicated by Us and You signing this Agreement.

## **Purpose**

The purpose of this agreement is not to establish an employment relationship, but to define the extent under which the relationship between the Contractor and Company allows for there to be a contract for services, to work as and when requirements allows.

You are not entitled to any paid leave of absence for reasons of sickness, injury or holiday or for any other reason from the Company. You are not entitled to any statutory rights extended to an employee as defined by Section 230 of the Employment Rights Act 1996 and set out in that Act as a whole.

## **Assignments**

The failure by the Company to provide suitable Assignments for the Contractor shall not give rise to any liability on the part of the Company. The Contractor recognises that there may be periods between Assignments when no Assignments are available.

The Contractor shall not be obliged to accept an Assignment offered by the Company, nor is the Company obliged to offer such Assignments to the Contractor.

Specifically, both the Contractor and the Company declare that no mutuality of obligation whatsoever is created or implied either during the course of this contract for services or during any period when Assignments are not available.

Upon the acceptance by the Contractor of an assignment, the Company shall supply the Contractor with an assignment confirmation specifying the duration of the Assignment, the agreed rate for the Assignment and any other relevant information.

## **Payments**

Payments are made on submission of an invoice from the Contractor for the work completed that month. Such an invoice should bear the Contractor's name, address and payment details. Such invoices must be received by the Company no later than 3

weeks after the end of the relevant month.

The Company shall not be obliged to pay any fees to the Contractor unless invoices have been properly submitted by the Contractor in accordance with these terms.

The Company will pay valid invoices within one week of receipt.

## **Fees**

The Contractor will receive payment from the Company for an Assignment at the rate specified in the assignment confirmation note plus VAT where appropriate.

The Contractor shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its employees, officers, or delegate(s) any Assignment.

All payments will be made to the Contractor.

## **Liability**

The Contractor shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of its delegate(s) during an Assignment.

The Contractor shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance in respect of the Contractor and its delegate(s) during an Assignment and shall make a copy of the policy available to the Company upon request.

## **Contractor's Obligations**

The Contractor agrees on its own part and on behalf of its delegate(s) as follows:

- (i) Not to engage in any conduct detrimental to the interests of the Company which includes any conduct tending to bring the Company into disrepute or which results in the loss of custom or business.
- (ii) To take all reasonable steps to safeguard the safety of any person who may be affected by its actions on the Assignment.
- (iii) To comply with any rules or obligations in force at the premises where services are performed during Assignments to the extent they are reasonably applicable.
- (iv) To furnish the Company with any progress reports as may be requested from time to

time.

(v) To notify the Company forthwith in writing if it should become insolvent, dissolved or subject to a winding-up petition.

The Contractor may undertake work for any other organisation at any time, whether before, during or after the Assignment, and the undertaking of such work will not preclude the Company offering the Contractor additional Assignments as and when they become available.

The Company acknowledges and agrees that the Contractor cannot be required to give the Company any priority over any other client.

### **Direction and Control**

The Contractor will not work under the direction and control of the Company and is free to use their own initiative in completing the agreed works. The Contractor will have flexibility with regard to hours worked on site and is not obliged to seek permission to leave a site at any time, but will nonetheless assist the Company by making all reasonable attempts to work within agreed overall deadlines. In addition, the Contractor is expected to observe Health and Safety Regulations regarding working hours and to comply with any required procedures for site security or recording attendance for the specific purposes of Health and Safety legislation or other site operational requirements.

The Contractor acknowledges that they are in business on their own account and are not part and parcel of the Company's business. The Contractor will at all times represent themselves as an independent Contractor and will in no circumstances represent or hold themselves out as a servant, employee or worker of the Company.

### **Acknowledgement**

The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Contractor for the Company during the Assignment shall belong to the Company.

### **Events Outside of Our Control (Force Majeure)**

We will not be liable for any failure or delay in performing Our obligations under this Agreement where that failure or delay results from any cause beyond Our reasonable

control. Such causes include, but are not limited to, power failure, internet Company failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or another natural disaster, or any other event that is beyond Our reasonable control.

If any event described under this clause occurs that is likely to adversely affect Our performance of any of Our obligations under this Agreement:

We will inform You as soon as is reasonably possible;

Our obligations under this Agreement will be suspended, and any time limits that We are bound by will be extended accordingly;

We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;

If an event outside of Our control occurs and You wish to cancel this Agreement, You may do so by Your right to Cancel.

If the event outside Our control continues for more than 28 Calendar Days, We will cancel this Agreement by Our right to cancel under the clause below and inform You of the cancellation. Any refunds due to You as a result of that cancellation will be paid to You as soon as possible and, in any event, within 14 Calendar Days of Our cancellation notice.

## **Termination**

Either party for whatever reason can immediately terminate this Contract for Services and no notice is required to be given.

## **Communication and Contact Details**

If You wish to contact Us with questions or complaints, You may contact Us by telephone at 0330 124 3909, by e-mail at [hello@meliandialogue.com](mailto:hello@meliandialogue.com) or through our client portal at

In certain circumstances, You must contact Us in writing (as stated in various Clauses throughout this Agreement). When contacting Us in writing, You may use the following methods:

Contact Us by e-mail at [hello@meliandialogue.com](mailto:hello@meliandialogue.com); or

Contact Us by pre-paid post at Melian Dialogue PLC, 4 Durham Workspace, Abbey Road, Pity Me, Durham DH1 5JZ.

## **Data Protection**

The Company collects and processes certain types of data about the Contractor and does so in line with data protection legislation.

## **Other Important Terms**

We may transfer (assign) Our obligations and rights under this Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under this Agreement will not be affected, and Our obligations will be transferred to the third party who will remain bound by them.

You may not transfer (assign) Your obligations and rights under this Agreement without Our express written permission (such permission not to be unreasonably withheld).

This Agreement is between You and Us. It is not intended to benefit any other person or third party in any way, and no such person or party will be entitled to enforce any provision of this Agreement.

If any of the provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

No failure or delay by Us or You in exercising any of our respective rights under this

Agreement means that such right has been waived, and no waiver by Us or You of a breach of any provision of this Agreement means that either party will waive any subsequent breach of the same or any other provision.

**Governing Law and Jurisdiction**

The Agreement and the relationship between You and Us (whether contractual or otherwise) shall be governed by and construed by the law of England Wales.

Any dispute, controversy, proceedings or claim between You and Us relating to the Agreement or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency.

SIGNED for and on behalf of the Company by:

*Signature Here*  
ORGANIZATION

Authorised Signature

Date: **SIGNING DATE**  
ORGANIZATION

SIGNED for and on behalf of the Contractor by:

  
*Signature Here*  
TARGET

Authorised Signature

24/3/2024  
Date: **SIGNING DATE**  
TARGET





MELIAN DIALOGUE  
RESEARCH REINVENTED

## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on 24-03-2024

BETWEEN:

(1) **PRINTED NAME** trading as Melian Dialogue, a public limited company  
**ORGANIZATION**  
registered in England under number 14941265, whose registered address is 4 Durham  
Workspace, Abbey Road, Pity Me, Durham DH1 5JZ ("the Company") and

**RON NYONJE**  
(2) **PRINTED NAME** ("the Contractor")  
**TARGET**

**WHEREAS:**

The Company wishes to disclose to the Contractor certain Confidential Information.

The Company wishes to ensure that the Confidential Information is kept confidential and to prevent the Contractor from misusing or further disclosing that information to third parties without authorisation.

In consideration of the Company disclosing the Confidential Information to the Contractor, the Contractor now agrees that it will accept the Confidential Information subject to, and by, the terms of this Agreement, which will accordingly take effect and be binding as a contract.

**IT IS AGREED** as follows:

Definitions and Interpretation

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



**"Confidential Information"** shall have the meaning set out in this Agreement;

**"Data Protection Legislation"** means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy, including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.

**"controller", "data subject", "personal data", "processing", "processor", and**

**"appropriate technical and organisational measures"** shall have the meanings ascribed to it in the Data Protection Legislation;

**"Data Storage Provider"** means a third-party provider of electronic data storage which does so by providing a system for data storage or a data storage service, being only a third party which is agreed upon by the Parties;

**"Intellectual Property Rights"** means (a) any rights (whether or not registered or registrable) subsisting in any jurisdiction in any patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights), trade, business and company names, internet domain names and email addresses, copyrights, database rights, know-how, trade and other secrets, rights in designs, and inventions; (b) rights under licences, consents, orders, statutes, or otherwise concerning a right in paragraph (a); (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the preceding rights;

**Processed Personal Data** means the personal data disclosed by the Contractor to the Company;

**Representatives** means either Party, its officers and employees, professional advisers or consultants engaged to advise that Party, contractors or sub-contractors engaged by that Party, and any other person or third Party (including any Data Storage Provider) to whom the other Party agrees in writing that the Confidential Information may be disclosed;

**Stated Purposes** means the purposes for which the Contractor may use the Confidential Information.

Unless the context otherwise requires, each reference in this Agreement to "writing" and any similar expression includes a reference to any communication effected by electronic or facsimile transmission or similar means; a statute or a provision of a statute is a

reference to that statute or provision as amended or re-enacted at the relevant time; a "Party" or the "Parties" refer to the parties to this Agreement.

The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. Words imparting the singular number shall include the plural and vice versa. References to any gender shall include any other gender. References to persons shall include corporations.

## **Confidential Information**

In this Agreement, "Confidential Information" shall be any information designated at or before the time of disclosure by the Company as confidential and any other information that falls within the definition. This includes the fact that discussions and negotiations are taking place between the Parties concerning the Stated Purposes and the status of such discussions and negotiations; the existence and terms of this Agreement; any confidential or proprietary information relating to the business, customers, clients, or suppliers of the Company; the operations, processes, product information, trade secrets, know-how, or technical information of the Company; and further information, data, analysis, or findings derived from the Confidential Information.

The definition of Confidential Information set out above shall apply whether or not the Confidential Information is of a commercially (or other) sensitive nature and in whatever tangible or intangible form the Confidential Information exists or is communicated.

## **Contractor's Confidentiality Obligations**

**The Company has a commercial or other interest in all Confidential Information that it may disclose to the Contractor after the Parties enter into this Agreement.**

The Contractor shall at all times maintain as secret and confidential and shall not disclose, communicate or allow access to, use, exploit, or reproduce any part or the whole of the Confidential Information directly or indirectly for any purposes other than the Stated Purposes without the express written consent of the Company. Purposes other than the Stated Purposes shall include, but shall not be limited to disclosing, whether directly or indirectly, or otherwise making available any part of the Confidential Information to any person except as expressly permitted by this Agreement; copying or otherwise recording any part of the Confidential Information except to the extent strictly necessary for the Stated Purposes. Any such copies or records made by the Contractor shall be the property of the Company; reproducing (or attempting to reproduce) any part of the Confidential Information or investigating or uncovering otherwise undisclosed aspects of the Confidential Information (including, but not limited to, related Confidential Information); using the Confidential Information, whether directly or indirectly, to procure (or attempt to procure) any commercial advantage for the Contractor, or a commercial disadvantage to

the Company carrying out any processes, making any inventions, further developments, or applications for any registered Intellectual Property Rights from or based upon the Confidential Information.

The Contractor shall take all reasonable organisational, physical, and technical measures (including any reasonable measures proposed by the Company from time to time) to preserve the secrecy and confidentiality of the Confidential Information.

The Contractor shall keep written records of any Confidential Information received from the Company as a document or other tangible form and any copies of any part of the Confidential Information.

Upon the termination or expiry of this Agreement for any reason, or following the end of the Stated Purposes or, if sooner, on demand by the Company, the Contractor shall return all Confidential Information forthwith to the Company or, at the Company's option, destroy or erase the Confidential Information, and shall further provide a certificate to the Company certifying that it has complied with the requirement.

Where Confidential Information is stored electronically on any system or data storage service provided by a Data Storage Provider, the Contractor shall erase the Confidential Information or procure that it is erased to the extent that it is legally and technically possible and reasonably practicable to do so from such systems and data storage services. If, for any reason, such erasure is not carried out to any extent, the Contractor shall detail in the said certificate the extent of non-erasure about, as the case may be, part or parts or all of the Confidential Information and the legal or technical reasons for that non-erasure.

This is subject to the limited exception that the Contractor may retain one copy of the Confidential Information in its legal compliance files to enable it to continue complying with the provisions of this Agreement that may extend beyond its termination or expiry.

### **Storage of Confidential Information**

Where the Contractor holds the Confidential Information in hardcopy form, the Contractor shall ensure that the Confidential Information is kept only at its registered address or principal place of business and shall not at any time allow the Confidential Information or any part thereof to be removed from its premises. Where the Contractor holds the Confidential Information in hardcopy form, it must be stored in a locked cabinet when not in use.

Where the Contractor holds the Confidential Information electronically, it shall be stored only on local computers or devices at its registered address or principal place of business. The local computers or devices upon which the Confidential Information is stored shall not

be externally accessible.

The Confidential Information may be stored on a system or data storage service provided by a Data Storage Provider, but only with the prior written agreement of the Company to the particular Data Storage Provider proposed to the Company by the Contractor. The Company shall be entitled to withhold such agreement in its absolute discretion, provided it gives its reasons to the Contractor in writing.

The Company shall have the right to access and inspect the Contractor's storage arrangements for the Confidential Information upon not less than 7 Calendar Days' written notice. If the Company is unsatisfied with any aspect of the Contractor's storage arrangements, it shall have the right to request any reasonable changes to those arrangements as it may deem necessary to satisfy the requirements described in this Agreement.

### **Permitted Disclosure**

The Contractor may disclose to its Representatives such of the Confidential Information as is reasonably necessary for the Stated Purposes provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure; it obtains from such Representatives written undertakings to the Company which shall be on substantially the same terms as this Agreement and which shall be enforceable by it and are binding upon those Representatives to the same extent as this Agreement is binding upon the Contractor and it keeps a written record of all Representatives to whom the Confidential information, or any part, is disclosed.

The Contractor shall be liable for the acts or omissions of such Representatives concerning the Confidential Information as if they were the acts or omissions of the Contractor.

### **Mandatory Disclosure**

The Contractor may disclose Confidential Information to the extent that such disclosure is required by law, by any court of competent jurisdiction, or by any government agency or other regulatory or taxation authority of competent jurisdiction lawfully requesting such disclosure.

Before disclosure, the Contractor shall notify the Company in writing to the extent permitted by law. If prior notification is not permitted by law, the Contractor shall, to the extent permitted by law, inform the Company of the disclosure and the circumstances surrounding it as soon as is reasonably possible and practicable after the disclosure has taken place.

### **Disclosure of Personal Data – Personal Data Sharing**

The Confidential Information incorporates certain Shared Personal Data to be disclosed by the Company to the Contractor. This Clause establishes the framework for sharing Shared Personal Data between the Parties as controllers. **The Shared Personal Data shall be disclosed by the Company to the Contractor only to the extent reasonably necessary for the Stated Purposes.**

Both Parties shall always comply with their obligations as controllers, the rights of data subjects, and all other applicable requirements under the Data Protection Legislation. This Clause is in addition to and does not relieve, remove, or replace either Party's obligations under the Data Protection Legislation. Any material breach of the Data Protection Legislation by either Party shall, if not remedied within 7 Calendar Days of written notice from the other Party, give the other Party grounds to terminate this Agreement immediately.

Each Party shall indemnify the other against all liabilities, costs, expenses, damages, and losses (including, but not limited to, any direct, indirect, or consequential losses, loss of profit, loss of business opportunity, loss of reputation, and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified Party arising out of or in connection with the indemnifying Party's or its Representatives' or the indemnifying Party's or its Representatives' employees', agents, or sub-contractors breach of the Data Protection Legislation provided that the indemnified Party provides the indemnifying Party with prompt notice of any such claim, complete information about the circumstances giving rise to the claim, reasonable assistance in dealing with the claim, and the sole authority to manage, defend, and settle the claim.

### **Disclosure of Personal Data – Personal Data Processing**

The Confidential Information incorporates specific Processed Personal Data, which is to be disclosed by the Company to the Contractor to be processed by the Contractor on the Company's behalf for the Stated Purposes.

This Clause establishes the framework for processing the Processed Personal Data by the Contractor as a processor on behalf of the Company in its capacity as a controller.

**The Processed Personal Data shall be disclosed by the Company to the Contractor only to the extent reasonably necessary for the Stated Purposes.**

Each Party shall always comply with their respective obligations as controller and processor, the rights of data subjects, and all other applicable requirements under the Data Protection Legislation. This Clause is in addition to and does not relieve, remove, or replace either Party's obligations under the Data Protection Legislation. Any material breach of the Data Protection Legislation by either Party shall, if not remedied within 7

Calendar Days of written notice from the other Party, give the other Party grounds to terminate this Agreement immediately.

The Company shall ensure it has in place all required notices and consents to enable the lawful transfer of the Processed Personal Data to the Contractor for the duration and purposes of this Agreement.

The Contract shall not sub-contract the processing of the Processed Personal Data to another processor (including, but not limited to, a Data Storage Provider for storing the Confidential Information on a system or data storage service) without the Company's prior written consent.

Where the Company consents to the appointment of another processor, the Contractor shall enter into a written agreement with that processor incorporating terms substantially similar to those contained in this Clause. The Contractor shall remain fully liable for all acts or omissions of any such processor so appointed.

Either Party may, at any time and on at least 7 Calendar days' notice, alter Clause, replacing it with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply and replace Clause by attachment to this Agreement.

Each Party shall indemnify the other against all liabilities, costs, expenses, damages, and losses (including, but not limited to, any direct, indirect, or consequential losses, loss of profit, loss of business opportunity, loss of reputation, and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified Party arising out of or in connection with the indemnifying Party's or its Representatives' or the indemnifying Party's or its Representatives' employees', agents, or sub-contractors breach of the Data Protection Legislation provided that the indemnified Party provides the indemnifying Party with prompt notice of any such claim, complete information about the circumstances giving rise to the claim, reasonable assistance in dealing with the claim, and the sole authority to manage, defend, and settle the claim.

## **Proprietary Rights**

The Confidential Information and all Intellectual Property Rights subsisting therein shall remain the property of the Company (or its licensors, as appropriate), and the disclosure of the Confidential Information to the Contractor shall not confer upon the Contractor any rights whatsoever in any part of the Confidential Information.

## **Exceptions to Non-Disclosure and Confidentiality**

The obligations set out in this Agreement relating to Confidential Information shall not



apply to any information that: is already known to, or in the possession of, the Contractor at the time of its disclosure by the Company, and the Contractor is free of any other obligations of confidentiality concerning it; is in, or comes into, other than through any breach of this Agreement or other wrongful act or default of the Contractor or its Representatives, general circulation in the public domain; is received by the Contractor from a third party free of any obligations of confidentiality similar to those set out in this Agreement, provided such receipt is not of itself a breach of this Agreement or any similar agreement between that third Party and the Company; is, prior to disclosure by the Company, already in the possession of the Contractor, having been independently developed by or for the Contractor; is disclosed to a third party by the Company free of any obligations of confidentiality similar to those set out in this Agreement; is approved for disclosure in writing by the Company; is declared by the Company in writing to be no longer confidential; is required to be disclosed by the Contractor under the Freedom of Information Act 2000; or is required by law, by any court of competent jurisdiction, or by any government agency lawfully requesting the same to be disclosed, provided that the Contractor notifies the Company before such disclosure. If prior notification is not permitted by law, the Contractor shall, to the extent permitted by law, inform the Company of the disclosure and the circumstances surrounding it as soon as is reasonably possible and practicable after the disclosure has taken place.

## **Term**

The obligations of confidentiality set out in this Agreement shall continue for the duration of the Stated Purposes or 10 years, whichever is longer.

Upon the termination or expiry of this Agreement for any reason, following the end of the Stated Purposes or 10 years, whichever is longer, on demand by the Company, the Contractor shall return the Confidential Information to the Company or, at the Company's option, destroy or erase the Confidential Information. It shall ensure that no copies thereof are retained (save for the limited exception allowing one copy to be retained in its legal compliance files).

## **Clients and Non-Solicitation**

**The Contractor shall not, during providing the Services or for 10 years following the completion thereof, solicit any of the Company's clients with which the Contractor has had dealings during 12 Calendar months prior to the completion of the services.**

## **Non-Competition**

**The Contractor shall not, during providing the Services or for 10 years following the completion thereof, provide like services to any competitor globally.**

## **Enforcement and Indemnity**

Both Parties now acknowledge that damages alone would not be an adequate remedy for any breach by the Contractor of this Agreement.

The Company shall, without prejudice to any other rights and remedies which may be available, be entitled to the remedies of injunction, specific performance, and other equitable relief for any breach of this Agreement by the Contractor, actual or threatened.

In addition to any rights or remedies whether at law or in equity to which either Party may be entitled, each Party hereby agrees to indemnify the other against all liabilities, costs, expenses, damages, and losses (including, but not limited to, any direct, indirect, or consequential losses, loss of profit, loss of business opportunity, loss of reputation, and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified Party arising out of or in connection with the indemnifying Party's or its Representatives' or the indemnifying Party's or its Representatives' employees', agents', or sub-contractors' breach of this Agreement (including, where applicable, any breaches of the Data Protection Legislation) provided that the indemnified Party provides the indemnifying Party with prompt notice of any such claim, complete information about the circumstances giving rise to the claim, reasonable assistance in dealing with the claim, and the sole authority to manage, defend, and/or settle the claim.

## **No Further Obligation**

The Company shall not have any obligation to enter into any further transaction or agreement with the Contractor or to provide any, or any particular, information to the Contractor.

## **No Partnership or Agency**

Nothing in this Agreement shall establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party. Each Party now confirms that it is acting on its behalf and not for the benefit of any other person.

## **Non-Assignment of Agreement**

Neither Party may assign, transfer, sub-contract, or in any other manner make available to any third party the benefit and burden of this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld.

## **Entire Agreement**



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

### **Variation**

No variation of or addition to this Agreement shall be effective unless in writing signed by each of the Parties or by a duly authorised person on its behalf.

### **No Waiver**

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.

### **Severance**

The Parties agree that if one or more of the provisions of this Agreement is found to be unlawful, invalid, or otherwise unenforceable, those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

### **Communication**

All notices under this Agreement shall be in writing and deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice. All notices under this Agreement shall be addressed to the most recent address, facsimile number, or email address given in this Agreement or as otherwise notified in writing by either Party to the other from time to time.

Notices shall be deemed to have been duly given: when delivered, if delivered by courier or other messenger during the regular business hours of the recipient, on signature of a delivery receipt; or when sent, if transmitted by facsimile or email and successful confirmation of receipt or read receipt is generated during the regular business hours of the recipient or if sent outside the recipient's regular business hours when such business hours resume; at 9 a.m. on the second Business Day following mailing or at the delivery time recorded by the relevant delivery service if mailed by first-class mail, postage prepaid or any other next working day delivery service. For this Clause, "normal business hours" shall mean 9.00 a.m. to 5.00 p.m., Monday to Friday, on a day that is not a public or bank holiday.

### **Third Party Rights**

Unless expressly stated otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**Law and Jurisdiction**

This Agreement shall be governed by and construed by the laws of England and Wales. Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement shall fall within the jurisdiction of the courts of England and Wales.

**SIGNED for and on behalf of the Company by:**

*Signature Here*  
ORGANIZATION

\_\_\_\_\_  
**Authorised Signature**

**Date:** **SIGNING DATE**  
ORGANIZATION

**SIGNED for and on behalf of the Contractor by:**

*Signature Here*  
TARGET

\_\_\_\_\_  
**Authorised Signature**



**Date:** **SIGNING DATE**  
TARGET

\_\_\_\_\_

## Audit Trail

TITLE	Contract For Services and NDA
FILE NAME	110618_Contract-For-Services-and-NDA.pdf
DOCUMENT ID	6fc7db9ee7bd2296de0b87084546f956a182ee73
AUDIT TRAIL DATE FORMAT	DD-MM-YYYY
STATUS	Awaiting my signature

### Document History

	<b>24-03-2024</b>	Sent for signature to Ron (nyonjeron@gmail.com and Josh Stark (josh@meliandialogue.com)
SENT	11:10:00 UTC	IP: 81.131.10.154
	<b>24-03-2024</b>	Viewed by Ron (nyonjeron@gmail.com)
VIEWED	11:14:04 UTC	IP: 105.162.6.182