

SUPPLY AND SERVICES AGREEMENT

This Agreement is entered into as of December 1, 2024, by and between Fletcher, Reed and Brooks Ltd. ("Supplier") and Reyes, Martin and Gonzalez ("Client").

WHEREAS the Client requires the ongoing provision of specific goods and support services as outlined herein, and

WHEREAS the Supplier has demonstrated the capability and willingness to fulfill such requirements under agreed commercial and legal terms, and

NOW THEREFORE, in mutual consideration of the covenants and conditions set forth below, the parties agree as follows:

SECTION 1 – TERM

The agreement shall begin on December 1, 2024 and remain valid until December 1, 2025, unless terminated earlier by either party in accordance with Section 5.

The contract may be renewed or extended through a mutual written agreement, signed by both the Supplier and the Client before the expiration date.

Any proposed extension must be initiated no later than 20 business days before the contract expiry date.

SECTION 2 – SCOPE OF WORK

The Supplier agrees to provide a defined set of services which includes but is not limited to: provision of office furniture, employee training, and IT support services, as specified in Appendix C.

All additional services beyond those outlined must be requested formally in writing and approved by both parties before execution or billing.

The Client may request a modification to the scope upon a minimum of 3 business days' notice, subject to mutual agreement on pricing and deliverables.

SECTION 3 – COMPENSATION AND PAYMENT

The total value of this Agreement shall not exceed £176,890, which includes all applicable taxes, fees, and surcharges.

Invoices raised by the Supplier are payable within 45 calendar days from the date of receipt by the Client's finance department.

A 6% early payment discount will be applied automatically to any invoice exceeding £25,000, provided that full payment is received by the Client within 7 calendar days of the invoice issue date.

Any delayed payments shall accrue a monthly interest charge of 1.2%, calculated on the unpaid balance from the due date until the date of actual receipt.

SECTION 4 – WARRANTIES AND REPRESENTATIONS

The Supplier warrants that all goods delivered under this Agreement shall be free from any material or manufacturing defects for a period of 24 months from the date of delivery.

The Supplier affirms that it holds all necessary licenses and authorizations to operate and render services under this Agreement within the United Kingdom.

The Supplier shall replace or repair, at no additional cost to the Client, any defective item reported within the warranty period.

SECTION 5 – TERMINATION

Either party reserves the right to terminate this Agreement by providing 60 days' advance written notice, with no obligation to specify cause.

Immediate termination is permitted in events involving breach of terms, fraudulent conduct, or repeated non-performance or service failure.

Upon termination, any unpaid balances for services properly rendered prior to termination shall remain due.

SECTION 6 – AUDIT RIGHTS

The Client retains the right to conduct a financial audit of the Supplier's performance and billing records once during the contract period.

The Supplier shall retain all records relevant to this Agreement for a minimum of 36 months following its termination or expiry date.

The audit may include verification of payment timelines, discounts applied, and proper invoicing in line with agreed terms.

SECTION 7 – CONFIDENTIALITY

Both parties agree to maintain strict confidentiality of all sensitive, proprietary, or financial information shared during the execution or fulfillment of this Agreement.

No confidential data shall be disclosed to any third party without prior written consent from the originating party, except where required by law.

SECTION 8 – GOVERNING LAW

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of England and Wales.

Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in London, UK.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the effective date above.

Signed,

Fletcher, Reed and Brooks Ltd. – Authorized Representative

Taylor, Campbell and Wright – Contracting Officer