



Agreement Terms

A 50% deposit is payable on signing this agreement.

Monthly fees will be invoiced at the end of each month.

All invoices are payable within 14 days of the invoice date.

This Proposal is valid for 30 days from the Proposal Date and does not include VAT, which will be added to all invoices at the prevailing rate.

How to accept this Proposal

To accept this Proposal and confirm order ***please sign and date both this form, and the form on the attached Service Agreement, and then return all pages to Bax Interaction Limited***

Name: _____

Position: _____

Signed: _____

Date: _____



Service Agreement

In these Terms and Conditions ("Service Agreement") "the Client" means the person, firm or company named as the Client on the attached Proposal and by or on whose behalf they are signed. All contracts for the provision of services to the Client by Bax Interaction Limited shall be governed by these Terms and Conditions save where otherwise agreed in writing by Bax Interaction Limited.

Services & Charges

1. Bax Interaction Limited provide strategic marketing research and other services to clients. As part of their services, Bax Interaction Limited approach specified organisations and their contacts to gather relevant information on behalf of their clients.
2. Subject to the Client's approval Bax Interaction Limited will provide the services set out in the Bax Interaction Limited Proposal. Bax Interaction Limited's services shall be charged out to the Client at the rate agreed in the Bax Interaction Limited Proposal for each month that the service is provided. Additional time allocated to Bax Interaction Limited's services by the Client shall be negotiated on a separate basis.
3. Bax Interaction Limited's fees shall be calculated by reference to the time spent on the Client's business, unless alternative criteria are set out in the Bax Interaction Limited Proposal submitted to (and accepted by) the Client prior to this Agreement being entered into. Time spent is based on days per month unless otherwise agreed. One day constitutes seven and a half working hours between 9.00am to 5.30pm from Monday to Friday except for bank holidays and other public holidays.
4. Consulting time shall be provided on a separately quoted basis to be agreed in writing and in advance. Reasonable expenses shall additionally accrue to the Client's account where confirmed in advance and in writing with the Client.
5. The Client shall have no right or claim to any database or portion of database other than that which it may supply to Bax Interaction Limited from its own proprietary sources. Similarly, Bax Interaction Limited shall have no rights to information and/or data records supplied by the Client and shall not use such information or data records for any purpose other than fulfilment of these services. All contact history against specific contacts gathered as a result of research on behalf of the Client is subject to the requirements of the Data Protection Act and the Market Research Society code of conduct.
6. Bax Interaction Limited is available during its normal office hours between 9.00am to 5.30pm from Monday to Friday except for bank holidays and other public holidays.

Payment

7. 25% of the costs detailed in the Proposal will be invoiced upon confirmation of order and monthly fees will be invoiced thereafter unless otherwise agreed in writing. Bax Interaction Limited requires payment of invoices within 7 days of invoice unless otherwise agreed in writing. Under the Late Payment of Commercial Debts (Interest) Act of 1998, Bax Interaction Limited reserves the right to charge interest at the rate of 2% p.a. above the base rate on all overdue payments including VAT (both before and after any judgment) from the due date for payment until the date of actual payment in full. All payments properly due to Bax Interaction Limited under this Agreement must be made without any deductions, counter claim, withholding or set off whatsoever.

Value Added Tax

8. All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties or taxes. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

Representation

9. Bax Interaction Limited will determine which of Bax Interaction Limited's employees will work for the Client, unless the Client has previously requested that any nominated employee should not work on its account. Bax Interaction Limited will make reasonable efforts to only assign individual(s) best suited to the relevant task to the Client's account.
- 9.1 The Client hereby agrees and undertakes (both for itself and for all companies within the same group of companies as the Client from time to time) that (save with the prior written consent of a director of Bax Interaction Limited) neither it nor any such group company will (at any time whilst the Client remains a client of Bax Interaction Limited or for a period of 6 months after ceasing, for any reason, to be such a client) directly or indirectly:



- 9.1.1 employ (or otherwise engage or make use of the service of) any employee of Bax Interaction Limited (or offer to employ or engage or make use of the services of) any employee of Bax Interaction Limited (or offer to employ or engage or make use of his or her services) who has directly provided service or advice to the Client or any such group company (whilst discharging his or her duties as an employee of Bax Interaction Limited) at any time in the immediately preceding 12 months period;
- 9.1.2 either on its own account or for any other person, firm or company endeavour to entice any employee of Bax Interaction Limited to leave the employment of Bax Interaction Limited.
- 9.2 If the client is in breach of 9.1 above, a fee equal to six months of the annual salary offered to said employee will become payable immediately to Bax Interaction Limited by way of liquidated damages in regards thereto.

Confidentiality

10. Each party on behalf of its officers, staff, contractors, freelance or temporary staff, acknowledges its responsibility not to disclose without permission from the other party any confidential information relating to the other party which it has acquired during or after the termination of this Agreement (save where the disclosing party is legally obliged to disclose any such information).

Liability

11. Each party shall be liable to the other in respect of any and all loss, damage or liability, whether criminal or civil, suffered by the other party as a result of any neglect or default on the part of that party or its agents, employees, licensees or customers or the proven infringement of the intellectual property rights of any third party. Notwithstanding the foregoing, Bax Interaction Limited shall not in any circumstances be liable for any consequential or indirect losses suffered by the Client. In any event the liability of Bax Interaction Limited pursuant to this Agreement shall not in any circumstances exceed the fees paid to it by the Client hereunder.

Term

12. Unless stated otherwise in the Bax Interaction Limited Proposal, this Agreement is for the specified timescale of the project only. This Agreement may be terminated in the event that either of the parties fails to comply with any of these Terms and Conditions and such failure, if capable of remedy, is not remedied within 30 days of receipt of a written notice from the other party bringing such breach to the defaulting party's attention and requesting that the same be remedied forthwith.
13. In the event of this Agreement being terminated (for any reason) the Client shall forthwith pay to Bax Interaction Limited all arrears of payments and commission and any other sums properly due under the terms of this Agreement.
14. Both parties shall be released from their respective obligations under this Agreement in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of either party.
15. If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable or otherwise unenforceable, the parties shall amend that provision in such reasonable manner as achieves (as closely as possible) the intention of the parties without illegality or with the consent of both parties it may be severed from this Agreement.

Copyright Issues

16. The Client warrants to Bax Interaction Limited that it either owns or has a valid licence to use, copy and/or distribute (internally and to third parties) all publicity material or data which Bax Interaction Limited may assemble, copy, prepare or distribute on its behalf (or otherwise make use of for the benefit of the Client). The Client undertakes to indemnify Bax Interaction Limited (and all of its officers, employees and other representatives) and to keep it (and each of them) indemnified on demand against all loss, damage, costs, expenses, fines or other liability (whether civil or criminal) which Bax Interaction Limited (or any of its officers, employees or other representatives) may suffer or incur or have made or brought against it (or any of them) arising out of or as a result of any breach by the Client of such warranty.

Miscellaneous

17. This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the date of this Agreement but without prejudice to any rights which have already accrued to either party.



18. Each of the parties shall give notice to the other of the change of any address or telephone, fax or similar number at the earliest possible opportunity but in any event within 48 hours of such change.
19. Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post and shall be deemed to have been received by the addressee within 48 hours of posting.
20. Headings contained in this Agreement are for reference purposes only.
21. The applicable law of this Agreement is English law. The parties agree to submit to the non-exclusive jurisdiction of the English Courts in relation to any dispute arising in connection with this Agreement or the services provided by Bax Interaction Limited hereunder.
22. Each of the parties shall pay its own costs and expenses incurred in connection with this Agreement.
23. Bax Interaction Limited reserves the right to sub-contract any of its rights or duties under this Agreement.
24. All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to it.
25. The expiration or termination of this Agreement howsoever arising shall not operate to affect any of the provisions herein which, in accordance with their terms, are expressed to operate or to have effect after any such expiration or termination.
26. The Client hereby consents to Bax Interaction Limited making reference to the Client as being a client of Bax Interaction Limited (or a client for whom Bax Interaction Limited is currently working or has previously worked) in any publicity or promotional material which Bax Interaction Limited may wish to issue or publish (whether now or in the future).
27. The Contract (Rights of Third Parties) Act of 1999 is excluded under this agreement.
28. Bax Interaction Limited provides primarily a consultancy service; accordingly, although it will always use all reasonable efforts to achieve the Client's objectives, Bax Interaction Limited cannot guarantee that these objectives will be achieved nor can it guarantee any particular results. Bax Interaction Limited will also use all reasonable efforts to meet any forecasts of time required to complete any particular assignment for the Client but any such forecasts or other timetables may require adjustment due to factors occurring beyond Bax Interaction Limited's control. Whilst all reasonable efforts will be made to keep to stated delivery dates or timetables these should be treated as estimates only and Bax Interaction Limited shall not incur any liability whatsoever for any loss resulting from any delay in providing its services howsoever caused.
29. In the event of any inconsistency between this Service Agreement and the Bax Interaction Limited Proposal, the latter will prevail.

To accept the terms and conditions contained in this Service Agreement please sign and date this form and return to Bax Interaction Limited

Name: _____

Position: _____

Signed: _____

Date: _____