DOCUMENT CONTROL

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VERSION HISTORY

Version	Date	Description
1.0	August 2026	Complete revision and consolidation into AXIOM ONE Client Services Agreement
2.0	October 2026	Change of company name from H Squared Construction to Axiom One Limited

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1. Introduction:

1.1 This Client Services Agreement ("Agreement") sets out the terms upon which Axiom One Ltd, Company Registration Number 12802493 whose registered office is Unit 7, Vulcan House, Restmor Way, Hackbridge, SM6 7AH, ("AXIOM ONE") provides professional services to its Clients.

1.2 This Agreement applies to every Proposal, Quotation, Engagement Letter, Statement of Works, Service Schedule, Purchase Order or other instruction accepted by AXIOM ONE unless expressly agreed otherwise in writing.

1.3 By instructing AXIOM ONE to undertake any Services, the Client confirms that they have read, understood and accepted this Agreement.

1.4 This Agreement is intended to establish a clear, transparent and professional working relationship between AXIOM ONE and the Client by defining the responsibilities of both parties and the basis upon which Services are delivered.

1.5 AXIOM ONE provides independent commercial consultancy and professional support services primarily within the construction and property sectors.
Depending upon the agreed scope, Services may include commercial advisory, procurement, project delivery, quantity surveying, commercial management, strategic consultancy, independent commercial oversight, workshops, mentoring, business reviews and other associated professional services.

1.6 AXIOM ONE provides independent advice, analysis, recommendations and practical commercial support.
Unless expressly agreed otherwise in writing, AXIOM ONE does not assume executive authority within the Client's business and does not make commercial decisions on behalf of the Client.

1.7 The effectiveness of the Services depends upon timely access to accurate information, constructive collaboration and open communication between AXIOM ONE and the Client.

2. Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings set out below.

Additional Services means any Services requested by the Client or reasonably required by AXIOM ONE that fall outside the agreed scope of the Proposal and are subject to additional Fees or a variation to the Agreement.

Agreement means this AXIOM ONE Client Services Agreement together with the Proposal, any applicable Service Schedule, Statement of Works and any other document expressly incorporated by reference.

Business Day means any day other than a Saturday, Sunday or public holiday in England and Wales on which banks are open for normal business.

Client means the individual, company, partnership, organisation or other legal entity purchasing or receiving the Services from AXIOM ONE.

Client Default means any act or omission by the Client that prevents, delays or adversely affects the delivery of the Services, including but not limited to a failure to provide information, documentation, approvals, instructions, access, cooperation or payment in accordance with this Agreement.

Confidential Information means all information disclosed by one party to the other, whether verbally, electronically, visually or in writing, which is confidential by its nature or is reasonably understood to be confidential, including commercial, financial, technical, strategic, operational and personal information.

Deliverables means any report, recommendation, presentation, review, action plan, analysis, dashboard, workshop output, document, template or other work product produced by AXIOM ONE as part of the Services.

Fees means the charges payable by the Client for the Services as set out in the Proposal or otherwise agreed in writing, together with any applicable expenses and VAT.

AXIOM ONE means Axiom One Ltd, Company Registration Number 12802493 whose registered office is Unit 7, Vulcan House, Restmor Way, Hackbridge, SM6 7AH, its employees, directors, associates, subcontractors, consultants, delivery partners and authorised representatives engaged in the provision of the Services.

Initial Term means the fixed period of the engagement stated in the Proposal during which the Client has committed to the Professional Services Programme and the agreed payment profile.

Intellectual Property Rights means all present and future intellectual property rights including copyright, database rights, design rights, patents, trade marks, trade secrets, know-how, confidential information, methodologies, software, processes and any other proprietary rights recognised anywhere in the world.

Introduced Party means any individual, consultant, subcontractor, supplier, associate, referral partner, strategic partner, delivery partner or other business introduced to the Client by AXIOM ONE, whether directly or indirectly.

Methodologies means the proprietary systems, frameworks, processes, models, diagnostic tools, assessment techniques, templates, checklists, scoring mechanisms, workflows, reporting structures, intellectual capital, know-how and other methods developed, owned or used by AXIOM ONE in delivering the Services.

Personnel means the employees, directors, associates, consultants, subcontractors, delivery partners, virtual assistants, agency workers and other individuals engaged by AXIOM ONE in connection with the Services.

Professional Services Programme means the overall programme of Services described in the Proposal for which the Fees have been agreed, irrespective of how the Services are sequenced, delivered or resourced throughout the Initial Term.

Project means any construction project, development, programme, business initiative, commission or other engagement to which the Services relate.

Proposal means any quotation, proposal, engagement letter, fee proposal, statement of works, scope of services or other written document issued by AXIOM ONE describing the Services, Deliverables, Fees, Initial Term or other commercial arrangements applicable to a specific engagement.

Service Schedule means any schedule attached to or incorporated into this Agreement describing the specific scope, application and delivery of a particular category of Services.

Services means the professional consultancy, advisory, commercial, project, oversight, facilitation or other services provided by AXIOM ONE as described in the Proposal and any applicable Service Schedule.

Statement of Works means a document issued by AXIOM ONE detailing the specific scope of work, Deliverables, programme, milestones or commercial arrangements for a particular engagement or phase of work.

Working Day means the normal business hours of AXIOM ONE, being **9:00 a.m. to 5:00 p.m. on a Business Day**, unless otherwise agreed in writing.

3. Basis of Engagement

3.1 This Agreement applies to all Services provided by AXIOM ONE unless expressly varied by a written agreement signed by both parties.

3.2 The Agreement shall take effect upon the earliest of:
a) acceptance of a Proposal or Quotation;
b) issue of a Purchase Order;
c) written instruction to commence the Services;
d) payment of any invoice relating to the Services; or

e) commencement of the Services by AXIOM ONE following the Client's instruction.

3.3 Each Proposal, Engagement Letter or Service Schedule forms part of this Agreement and shall be read together with it.
Where any inconsistency exists, the following order of precedence shall apply:

1. Signed Written Agreement;
2. Service Schedule;
3. Proposal or Engagement Letter;
4. This Client Services Agreement.

3.4 The Client warrants that the individual instructing AXIOM ONE has authority to bind the Client to this Agreement.

3.5 Any variation to the agreed Services shall be subject to AXIOM ONE's agreement and may result in revised Fees, revised timescales or additional terms.

3.6 Unless otherwise agreed, AXIOM ONE shall provide the Services as an independent consultant and may determine the methodology, resources and sequence of work necessary to fulfil its obligations.

4. Scope Of Services

4.1 AXIOM ONE shall provide the Services described within the Proposal, Engagement Letter, Statement of Works and/or applicable Service Schedule.

4.2 The Services may include, but are not limited to:
a) Commercial Advisory Services;
b) Strategic Business Advisory;
c) Independent Commercial Oversight;
d) Commercial Protection;
e) Commercial Reviews;
f) Commercial Protection Reviews;
g) Business Reviews;

h) Project Reality Snapshots;
i) Procurement Services;
j) Quantity Surveying Services;
k) Commercial Management;
l) Project Delivery Support;
m) Project Monitoring;
n) Employer Representation;
o) Commercial Reporting;
p) Board Advisory;
q) Director Mentoring;
r) Workshops and Facilitation;
s) Leadership Development;
t) Commercial Investigations;
u) Due Diligence;
v) Business Growth Support;
w) Exit and Acquisition Readiness;
x) Crisis Intervention;
y) Independent Commercial Director Services; and
z) any other Services agreed in writing between the parties.

4.3 The Services shall be delivered using the professional judgement, experience and Methodologies developed by AXIOM ONE.
The Client acknowledges that AXIOM ONE shall determine the most appropriate methodology for delivering the agreed Services unless a specific methodology has been agreed in writing.

4.4 The scope of the Services shall be limited to that described within the Proposal, Engagement Letter or applicable Service Schedule.
Any request falling outside the agreed scope may constitute Additional Services in accordance with Clause 9.

4.5 Unless expressly agreed in writing, AXIOM ONE shall determine:
a) the order in which the Services are undertaken;
b) the Personnel allocated to the engagement;
c) the methodology adopted;
d) the level of investigation required;
e) the format of Deliverables; and

f) the sequence of activities necessary to achieve the agreed objectives.

4.6 The Client acknowledges that AXIOM ONE may identify additional risks, opportunities or matters requiring investigation during the course of the engagement.
Where AXIOM ONE reasonably believes additional work is necessary to properly advise or protect the Client's commercial interests, AXIOM ONE shall notify the Client and may recommend an extension or variation to the Services.

4.7 Nothing within this Agreement requires AXIOM ONE to provide Services beyond the agreed scope unless otherwise agreed in writing.

5. Client Responsibilities

5.1 The Client shall:
a) act openly, honestly and in good faith throughout the engagement;
b) cooperate fully with AXIOM ONE;
c) provide timely instructions, decisions and approvals;
d) provide all information reasonably requested by AXIOM ONE;
e) ensure all information supplied is accurate and complete to the best of the Client's knowledge;
f) promptly notify AXIOM ONE of any matter likely to affect the Services;
g) provide access to relevant Personnel;
h) provide access to systems where required;
i) make available appropriate working facilities where Services are delivered from the Client's premises.

5.2 The Client acknowledges that the quality, accuracy and effectiveness of the Services depends upon the information provided.
AXIOM ONE shall be entitled to rely upon information supplied by the Client without independently verifying its accuracy unless expressly instructed otherwise.

5.3 Where information is incomplete, inaccurate, delayed or withheld, AXIOM ONE shall not be responsible for any resulting delay, increased costs, inaccurate conclusions or inability to deliver the Services.

5.4 The Client shall respond to reasonable requests for information within the timescales requested by AXIOM ONE or, where no timescale is specified, within a reasonable period.

5.5 Where the Client repeatedly fails to provide information, access, approvals or instructions reasonably required for the Services, AXIOM ONE may:
a) suspend the Services;
b) revise the programme;
c) recover additional Fees reasonably incurred;
d) terminate the engagement in accordance with Clause 19 where such failure constitutes a material breach.

5.6 The Client shall remain responsible for all decisions affecting its business, Projects and commercial affairs.
Nothing within this Agreement transfers responsibility for management decisions to AXIOM ONE.

6. Access to Information, Systems and Personnel

6.1 The Client shall provide AXIOM ONE with timely and unrestricted access to all information, documentation, systems and Personnel reasonably required to perform the Services.

6.2 Access may include, where applicable:
a) accounting systems;
b) project management software;
c) procurement records;
d) contracts and appointments;
e) financial records;
f) management reports;
g) commercial reporting;
h) project documentation;
i) electronic document management systems; and
j) any other records relevant to the agreed scope.

6.3 Where remote access is agreed, the Client shall ensure appropriate permissions are granted and maintained throughout the engagement.

6.4 The Client shall nominate an authorised representative responsible for:
a) issuing instructions;
b) coordinating requests for information;
c) arranging meetings;
d) facilitating access to Personnel;
e) approving Deliverables where required.

6.5 AXIOM ONE shall treat all information provided by the Client as Confidential Information in accordance with Clause 13.

6.6 Where access is delayed or refused, AXIOM ONE shall not be liable for any resulting delay to the Services and reserves the right to revise programmes, Deliverables and Fees accordingly.

7. Fees and Payment

7.1 The Client shall pay the Fees set out within the Proposal, Engagement Letter or other agreed fee schedule together with VAT at the prevailing rate.

7.2 Unless otherwise agreed in writing, invoices are payable within fourteen (14) days of the invoice date.

7.3 AXIOM ONE reserves the right to require payment in advance, staged payments, monthly retainers or milestone payments depending upon the nature of the engagement.

7.4 The Client acknowledges that Fees are based upon the agreed scope of Services, the expertise provided, the reservation of AXIOM ONE's diary capacity and Personnel, and not solely upon the amount of time utilised.

7.5 Reserved Capacity
Where Services are provided under a fixed-term or retained engagement, AXIOM ONE reserves dedicated capacity, resources and availability for the Client throughout the agreed term.

The Client acknowledges that such capacity may prevent AXIOM ONE from accepting instructions from other clients.

Accordingly, provided AXIOM ONE remains willing and able to perform the Services, the agreed Fees remain payable throughout the Initial Term regardless of the extent to which the Client utilises the available support.

7.6 Where the Client requests Services outside the agreed scope, AXIOM ONE reserves the right to charge Additional Fees.
No obligation shall arise for AXIOM ONE to undertake Additional Services until such Fees have been agreed or the Client has instructed AXIOM ONE to proceed.

7.7 Where the Client causes delay through failure to provide information, documentation, approvals, access or instructions, AXIOM ONE reserves the right to recover any additional costs reasonably incurred.

7.8 Interest may be charged on overdue invoices at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998 together with any reasonable costs of recovery.

7.9 The Client shall not withhold payment by reason of any dispute unless such dispute relates directly to the relevant invoice and has been notified to AXIOM ONE in writing before the payment due date.

7.10 Quarterly reviews may include a review of the scope of Services, resource allocation and Fees.
Any agreed amendments shall be confirmed in writing and shall not affect the Initial Term unless expressly agreed by both parties.

8. Suspension of Services

8.1 AXIOM ONE reserves the right to suspend all or part of the Services immediately where, in its reasonable opinion:
a) the Client has failed to pay any invoice when due;

b) the Client has failed to provide information, documentation or access reasonably required to perform the Services;
c) the Client has failed to provide instructions, approvals or decisions necessary for the progression of the Services;
d) the Client has committed a Client Default;
e) the Client has committed a material breach of this Agreement;
f) continuing the Services would expose AXIOM ONE, its Personnel or the Client to unreasonable commercial, legal, regulatory or reputational risk;
g) AXIOM ONE believes that continuing to act may create a conflict of interest or compromise its professional independence; or
h) the Client becomes insolvent or AXIOM ONE reasonably believes the Client is at significant risk of insolvency.

8.2 Where reasonably practicable, AXIOM ONE shall notify the Client in writing of the reason for the suspension and the steps required to enable the Services to recommence.

8.3 During any period of suspension, AXIOM ONE shall have no liability for delays to the Services, the Project or the Client's business arising directly or indirectly from the suspension.

8.4 Where the suspension arises due to Client Default, AXIOM ONE shall remain entitled to invoice for:
a) all Services completed to the date of suspension;
b) reserved diary capacity;
c) Personnel allocated to the engagement;
d) committed third-party costs;
e) additional work required to recommence the Services.

8.5 Where Services recommence following suspension, AXIOM ONE reserves the right to:
a) revise programmes and timescales;
b) reallocate Personnel;
c) revise Fees where additional work has become necessary; and
d) require payment of all outstanding invoices before recommencing the Services.

8.6 Suspension of the Services shall not constitute a waiver of any other rights available to AXIOM ONE under this Agreement.

9. Variations and Additional Services

9.1 The Client may request changes to the agreed scope of the Services at any time.

9.2 AXIOM ONE shall advise the Client of any impact upon:
a) Fees;
b) programme;
c) Personnel;
d) Deliverables;

e) timescales; and
f) any other relevant aspect of the engagement.

9.3 No variation shall take effect until accepted by both parties, except where AXIOM ONE reasonably considers that immediate action is necessary to protect the Client's commercial interests or minimise commercial risk.

9.4 Instructions issued verbally, by telephone, email, messaging platform or during meetings shall constitute authority to proceed where they request additional Services outside the agreed scope.

Such Services shall be chargeable unless otherwise agreed in writing.

9.5 Minor advice or clarification provided during the normal course of the engagement shall not automatically constitute a variation unless it requires additional time, resources or investigation beyond that reasonably contemplated by the original scope.

9.6 AXIOM ONE reserves the right to decline any variation that:
a) creates a conflict of interest;
b) falls outside AXIOM ONE's competence;
c) exposes AXIOM ONE to unreasonable commercial or legal risk;

d) materially affects existing commitments to other Clients.

10. Commercial Advice and Decision Making

10.1 AXIOM ONE provides independent commercial consultancy.

Unless expressly agreed otherwise in writing, AXIOM ONE does not assume the role of director, officer, employer, architect, engineer, statutory duty holder, contract administrator or other executive decision-maker.

10.2 The Services are intended to assist the Client in making informed commercial, operational and strategic decisions.

Responsibility for those decisions remains solely with the Client.

10.3 AXIOM ONE shall exercise reasonable skill, care and diligence consistent with the standards expected of an experienced commercial consultancy.

10.4 Commercial advice represents professional opinion and judgement based upon the information available at the time.

It is not a guarantee of any particular outcome.

10.5 Unless expressly agreed otherwise in writing, AXIOM ONE does not warrant or guarantee:
a) profitability;
b) cashflow;
c) project success;
d) successful funding;
e) avoidance of disputes;
f) regulatory compliance;
g) contract awards;
h) business growth;
i) debt recovery; or
j) any particular commercial outcome.

10.6 Where AXIOM ONE identifies risks, opportunities or recommendations, the Client remains solely responsible for determining whether, when and how those recommendations are implemented.

10.7 AXIOM ONE shall not be liable for losses arising from:
a) failure to implement recommendations;
b) partial implementation;
c) implementation by third parties;
d) implementation contrary to AXIOM ONE's recommendations; or
e) delays in implementation.

10.8 Commercial Reviews, Independent Commercial Oversight Services, reports, assessments, recommendations and Deliverables represent AXIOM ONE's independent professional opinion based upon the information available at the date they are prepared.

10.9 Commercial circumstances change over time.

Advice should not be relied upon indefinitely where material circumstances have changed.

10.10 Unless specifically instructed in writing, AXIOM ONE has no ongoing duty to monitor the Client's business, Projects or commercial affairs following completion of the agreed Services.

11. Reports, Reviews and Deliverables

11.1 All Deliverables prepared by AXIOM ONE are produced exclusively for the Client and for the purposes described within the Proposal or applicable Service Schedule.

11.2 The Client shall not disclose, reproduce, publish or provide Deliverables to any third party without AXIOM ONE's prior written consent, except where required by law or reasonably necessary for the Client's internal business purposes.

11.3 No third party may rely upon any Deliverable unless AXIOM ONE has expressly agreed in writing that such reliance may be placed upon it.

11.4 Draft Deliverables shall not be relied upon until confirmed as final by AXIOM ONE.

11.5 The Client shall review Deliverables promptly and notify AXIOM ONE of any factual inaccuracies within fourteen (14) days.

11.6 Deliverables are prepared using information supplied by the Client together with AXIOM ONE's professional judgement.

AXIOM ONE accepts no responsibility for inaccuracies arising from incomplete, inaccurate or misleading information provided by the Client or any third party.

11.7 Unless expressly agreed otherwise, Deliverables do not constitute legal, tax, insurance or regulated financial advice.

11.8 AXIOM ONE reserves the right to revise Deliverables where additional information subsequently becomes available or where material assumptions change.

12. Intellectual Property

12.1 Ownership

All Intellectual Property Rights existing prior to the commencement of the Services shall remain vested in the party that owned them immediately before this Agreement.

12.2 Unless expressly agreed otherwise in writing, all Intellectual Property Rights created, developed or used by AXIOM ONE in connection with the Services shall remain the exclusive property of AXIOM ONE.

12.3 Methodologies

For the avoidance of doubt, AXIOM ONE retains sole ownership of all Methodologies, including but not limited to:

a) commercial frameworks;
b) proprietary methodologies;
c) diagnostic tools;
d) assessment models;
e) commercial scoring mechanisms;
f) reporting structures;
g) templates;
h) checklists;
i) workflows;
j) workshop formats;
k) commercial systems;
l) intellectual capital;
m) know-how;
n) training material;
o) presentation material;
p) software, databases and digital resources;
q) improvements or developments to any of the above.

12.4 Licence

Upon payment of all Fees due, AXIOM ONE grants the Client a non-exclusive, non-transferable licence to use the Deliverables solely for its own internal business purposes.

No ownership of AXIOM ONE Intellectual Property transfers to the Client.

12.5 Restrictions

The Client shall not, without AXIOM ONE's prior written consent:
a) copy or reproduce AXIOM ONE's Methodologies for commercial purposes;
b) modify or create derivative works based upon the Methodologies;
c) remove copyright notices or branding from Deliverables;
d) sell, licence or otherwise exploit AXIOM ONE Intellectual Property;
e) reverse engineer AXIOM ONE Methodologies or commercial frameworks;
f) permit any third party to reproduce or commercially exploit AXIOM ONE Methodologies.

12.6 AI and Machine Learning

The Client shall not use AXIOM ONE Deliverables, Methodologies, reports, frameworks or other Intellectual Property for the purpose of training, developing, validating or improving any artificial intelligence, machine learning or automated decision-making system without AXIOM ONE's prior written consent.

12.7 Continuous Improvement

Nothing within this Agreement prevents AXIOM ONE from using knowledge, experience and learning gained during the provision of the Services to improve its Methodologies, systems or future services, provided that Confidential Information belonging to the Client is not disclosed.

12.8 Client Information

Ownership of information, documents and Intellectual Property supplied by the Client shall remain with the Client.

12.9 Derivative Works

The Client shall not develop, commission or permit the development of any methodology, framework, process or commercial service substantially derived from AXIOM ONE's Methodologies for commercial exploitation without AXIOM ONE's prior written consent.

13. Confidentiality

13.1 Each party shall keep Confidential Information confidential and shall not disclose it except in accordance with this Agreement.

13.2 Confidential Information may only be disclosed:
a) where reasonably necessary for the delivery of the Services;
b) where required by law;
c) to professional advisers who are themselves bound by confidentiality obligations;
d) with the prior written consent of the disclosing party.

13.3 AXIOM ONE may disclose Confidential Information to its Personnel where reasonably necessary for the performance of the Services.

13.4 Each party shall take reasonable steps to protect Confidential Information from unauthorised access, disclosure or misuse.

13.5 The confidentiality obligations in this clause shall continue throughout the engagement and for six (6) years following its expiry or termination, including where the Client breaches this Agreement. Obligations concerning trade secrets shall continue for as long as the information remains a trade secret.

These obligations do not require AXIOM ONE to continue providing Services and do not restrict its rights to suspend or terminate the Services, recover outstanding Fees or pursue other remedies in accordance with this Agreement and applicable law.

Either party may disclose Confidential Information to the extent reasonably necessary to obtain professional advice, enforce its rights, recover sums due, bring or defend legal proceedings, or comply with legal or regulatory obligations. Where reasonably practicable, disclosure shall be made subject to appropriate confidentiality safeguards.

13.6 Nothing within this Agreement prevents AXIOM ONE from providing services to businesses operating within similar sectors, provided Confidential Information is not disclosed.

13.7 Neither party shall knowingly make or publish any false or misleading statement that is intended or likely to damage the reputation of the other party, its Personnel or its business.

13.8 Meetings may be recorded or transcribed by either party only with the knowledge of all participants.
Any recordings or transcripts shall constitute Confidential Information for the purposes of this Agreement.

14. Supply of Personnel

14.1 AXIOM ONE shall determine the Personnel assigned to deliver the Services.

14.2 Personnel supplied by AXIOM ONE remain under the direction, management and control of AXIOM ONE at all times.

14.3 The Client shall not supervise, discipline or otherwise treat AXIOM ONE Personnel as employees of the Client unless expressly agreed in writing.

14.4 Instructions relating to the Services shall be issued through AXIOM ONE unless alternative arrangements have been agreed.

14.5 AXIOM ONE may substitute Personnel where reasonably necessary due to operational requirements, illness, leave or business needs.

14.6 The Client shall provide a safe working environment for AXIOM ONE Personnel when attending the Client's premises or Project locations.

14.7 Nothing within this Agreement creates any employment relationship between the Client and AXIOM ONE Personnel.

15. Relationship Protection, Non-Solicitation and Non-Circumvention

15.1 The Client acknowledges that AXIOM ONE has invested substantial time, expertise and financial resources in developing its Personnel, strategic partnerships, referral network, supply chain and business relationships. These relationships constitute valuable business assets.

15.2 During the engagement and for twelve (12) months following completion or termination, the Client shall not, without AXIOM ONE's prior written consent, directly or indirectly:
a) employ, engage or retain any AXIOM ONE Personnel;
b) appoint any consultant, subcontractor, associate, freelancer or virtual assistant introduced by AXIOM ONE;
c) purchase goods or services directly from any Introduced Party;

d) enter into any commercial relationship with any strategic partner, referral partner or associated business introduced by AXIOM ONE;
e) bypass, circumvent or otherwise exclude AXIOM ONE from any commercial relationship established through AXIOM ONE;
f) encourage any Introduced Party to provide services directly to the Client outside AXIOM ONE.

15.3 This restriction applies irrespective of:
a) which party initiated discussions;
b) whether the engagement is direct or indirect;
c) whether another company, intermediary or consultant is used.

15.4 All communication, instructions, appointments and commercial arrangements relating to Introduced Parties shall continue through AXIOM ONE unless AXIOM ONE has expressly agreed otherwise in writing.

15.5 Any attempt to circumvent AXIOM ONE shall constitute a material breach of this Agreement.

15.6 AXIOM ONE shall be entitled to seek injunctive relief together with recovery of all reasonably foreseeable losses arising from any breach of this clause.

16. Data Protection

16.1 Each party shall comply with all applicable data protection legislation including the UK GDPR and the Data Protection Act 2018.

16.2 Personal data shall be processed only to the extent necessary for the performance of this Agreement.

16.3 AXIOM ONE shall implement appropriate technical and organisational measures to protect personal data.

16.4 The Client warrants that it has lawful authority to disclose any personal data provided to AXIOM ONE.

16.5 Further information regarding AXIOM ONE's processing of personal data is contained within its Privacy Policy.

17. Insurance

17.1 AXIOM ONE shall maintain such insurance as it reasonably considers appropriate to the Services being provided.

17.2 Evidence of insurance shall be provided upon reasonable written request where appropriate.

17.3 The Client shall maintain appropriate insurance in respect of its own business, Projects and legal liabilities.

17.4 Nothing within this Agreement requires AXIOM ONE to insure risks that properly remain the responsibility of the Client.

18. Limitation of Liability

18.1 AXIOM ONE shall perform the Services using reasonable skill, care and diligence consistent with the standards expected of an experienced independent commercial consultancy.

18.2 The Client acknowledges that the Services are advisory in nature and are intended to assist, but not replace, the Client's own judgement, management responsibilities and decision-making processes.

18.3 AXIOM ONE shall not be liable for any loss, cost or delay arising from:
a) incomplete, inaccurate or misleading information supplied by the Client or any third party;
b) the Client's failure to provide information, approvals, instructions or access reasonably required for the Services;
c) decisions made by the Client, whether or not based upon AXIOM ONE's advice;
d) the Client choosing not to implement AXIOM ONE's recommendations;
e) recommendations implemented incorrectly or by third parties;

f) changes in legislation, market conditions, supply chains, economic circumstances or other matters outside AXIOM ONE's reasonable control.

18.4 Unless expressly agreed otherwise in writing, AXIOM ONE does not audit, verify or certify information supplied by the Client and is entitled to rely upon its accuracy.

18.5 Nothing in this Agreement shall be interpreted as a guarantee that commercial risks will be identified, prevented or eliminated.
Commercial risk can be reduced but cannot be entirely removed.

18.6 Except where liability cannot lawfully be excluded, AXIOM ONE shall not be liable for:
a) indirect loss;
b) consequential loss;
c) loss of profit;
d) loss of revenue;
e) loss of business opportunity;
f) loss of anticipated savings;
g) loss of goodwill;
h) financing costs;
i) increased overheads;
j) wasted management time.

18.7 Subject to Clause 18.8, AXIOM ONE's total aggregate liability arising out of or in connection with the Services shall not exceed the total Fees paid by the Client under the relevant engagement giving rise to the claim.

18.8 Nothing in this Agreement limits or excludes liability for:
a) death or personal injury caused by negligence;
b) fraud or fraudulent misrepresentation;
c) any liability that cannot lawfully be limited or excluded.
18.9 The Client shall indemnify AXIOM ONE against any third-party claim arising from:
a) inaccurate information supplied by the Client;
b) unauthorised use of Deliverables;
c) any breach of this Agreement by the Client.

18.10 No claim may be brought against AXIOM ONE unless:
a) written notice is given within thirty (30) days of the Client becoming aware of the matter giving rise to the claim; and
b) legal proceedings are commenced within six (6) months of completion or termination of the relevant Services.

18.11 The Client acknowledges that commercial decisions involve inherent uncertainty and accepts that AXIOM ONE cannot guarantee any particular commercial, financial or operational outcome.

19. Term and Termination

19.1 Initial Term

The duration of each engagement shall be as stated within the Proposal, Engagement Letter or applicable Service Schedule ("Initial Term").
The Initial Term reflects the anticipated period over which the Services will be delivered and the commercial arrangements agreed between the parties.

19.2 Programme of Services

The Client acknowledges that the Fees are based upon the agreed scope of the Services as a whole and not upon an equal allocation of time, resources or Personnel throughout the Initial Term. Unless explicitly expressed in writing.

AXIOM ONE may determine the timing, sequence, intensity and allocation of resources necessary to deliver the agreed Services, provided that AXIOM ONE continues to perform its obligations under this Agreement.

The level of support provided may reasonably vary throughout the engagement depending upon the Client's requirements, the stage of the engagement and AXIOM ONE's professional judgement.

19.3 Payment Profile

Where Fees are payable by instalments, monthly payments represent an agreed payment mechanism for the overall engagement and do not

necessarily reflect the value of Services delivered during any individual payment period.

The Client acknowledges that AXIOM ONE may undertake a substantially greater proportion of the Services during certain stages of the engagement than others.

Accordingly, instalment payments shall continue to be payable in accordance with the agreed payment schedule irrespective of the timing or intensity

19.4 Quarterly Reviews

Where the Initial Term exceeds three (3) months, the parties shall undertake quarterly service reviews.
The purpose of these reviews shall be to:
a) review progress;
b) assess the effectiveness of the Services;
c) review priorities;
d) agree any variation to the scope of Services;
e) review future resource requirements; and
f) consider any amendment to the Fees where the scope of Services has materially changed.

Quarterly reviews do not alter the Initial Term unless expressly agreed in writing.

19.5 Termination for Material Breach

Either party may terminate this Agreement immediately by written notice where the other party:
a) commits a material breach of this Agreement; and
b) where the breach is capable of remedy, fails to remedy that breach within fourteen (14) days after receiving written notice.

19.6 Immediate Termination

AXIOM ONE may terminate the Agreement immediately where:
a) the Client becomes insolvent;
b) an administrator, receiver or liquidator is appointed;

c) the Client enters into any voluntary arrangement with creditors;
d) the Client ceases or threatens to cease trading;
e) AXIOM ONE reasonably believes continuing the engagement would expose AXIOM ONE to unlawful conduct or serious professional or reputational risk.
The Client shall have the same right where AXIOM ONE becomes insolvent.

19.7 Consequences of Client Breach
Where AXIOM ONE terminates due to the Client's material breach, the Client shall remain liable for:
a) all Fees accrued to the date of termination;
b) all committed Personnel and third-party costs;
c) all outstanding invoices; and
d) the remaining balance of the agreed Fees for the Initial Term, less any costs reasonably saved by AXIOM ONE as a direct consequence of the termination.
Where the Client continues to instruct AXIOM ONE, requests advice, attends meetings, requests Services, accepts Deliverables or otherwise accepts the continued provision of the Services following expiry of the Initial Term, the Client shall be deemed to have accepted continuation of this Agreement on a rolling monthly basis on the same Terms and Conditions, including the applicable Fees.

19.8 Consequences of AXIOM ONE Breach
Where the Client lawfully terminates due to AXIOM ONE's material breach, the Client shall pay all Fees properly due for Services delivered up to the termination date.

19.9 Expiry of the Initial Term
Unless either party gives not less than thirty (30) days' written notice before expiry of the Initial Term, the Agreement shall automatically continue on a rolling monthly basis on the same Terms and Conditions, including the applicable Fees, unless otherwise agreed in writing.

19.10 Termination During the Rolling Monthly Arrangement
Following expiry of the Initial Term, either party may terminate the Agreement by giving thirty (30) days' written notice.

Where the Client continues to instruct AXIOM ONE, requests advice, attends meetings, requests Services, accepts Deliverables or otherwise accepts the continued provision of the Services following expiry of the Initial Term, the Client shall be deemed to have accepted continuation of this Agreement on a rolling monthly basis on the same Terms and Conditions, including the applicable Fees.

19.11 Survival

Termination shall not affect any provision intended to survive termination, including:

- payment obligations;
- confidentiality;
- intellectual property;
- relationship protection;
- limitation of liability; and
- governing law.

20. General Provisions

20.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions relating to the Services.

20.2 Assignment

The Client shall not assign or transfer any rights under this Agreement without AXIOM ONE's prior written consent.

20.3 Force Majeure

Neither party shall be liable for delay caused by events beyond its reasonable control.

20.4 Notices

Notices shall be issued in writing by email, recorded delivery or hand delivery.

20.5 Waiver

Failure to enforce any right shall not constitute a waiver of that right.

20.6 Severability
If any provision is found unenforceable, the remaining provisions shall remain in force.

20.7 Third Party Rights
No third party shall acquire any rights under this Agreement under the Contracts (Rights of Third Parties) Act 1999.

20.8 Amendments
AXIOM ONE reserves the right to amend this Agreement from time to time. Updated versions published on AXIOM ONE's website shall apply to future engagements and to existing engagements where the Agreement expressly provides for such amendments.

20.9 Electronic Acceptance
Acceptance of a Proposal, payment of an invoice, written instruction, purchase order or commencement of the Services shall constitute acceptance of this Agreement.

21. Governing Law and Jurisdiction

21.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

21.2 The Courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising under this Agreement.

21.3 Before commencing legal proceedings, the parties shall use reasonable endeavours to resolve disputes through good faith discussions and, where appropriate, mediation.

SERVICE SCHEDULES

The following Service Schedules form part of the AXIOM ONE Client Services Agreement and shall be read in conjunction with the Agreement.

Each Service Schedule applies only to the Services identified within the relevant Proposal, Engagement Letter, Statement of Works or other written instruction issued by AXIOM ONE and accepted by the Client.

Where a Service Schedule is silent on any matter, the provisions of the AXIOM ONE Client Services Agreement shall apply.

Where a Service Schedule contains provisions specific to the Services being provided, those provisions shall prevail over the general provisions of the AXIOM ONE Client Services Agreement only to the extent necessary to give effect to the relevant Services.

The Proposal, Engagement Letter or Statement of Works shall identify which Service Schedule(s) apply to the engagement.

Contents

Service Schedule A – Advisory & Retained Services

Independent commercial advisory, strategic consultancy, board support, commercial leadership, commercial governance, director mentoring and retained professional services.

Service Schedule B – Project Services

Procurement, quantity surveying, commercial management, project delivery support, employer representation, project monitoring and project-specific commercial services.

Service Schedule C – Independent Commercial Oversight Services

Commercial Reviews, Commercial Protection Reviews, Project Reality Snapshots, business investigations, due diligence, independent commercial oversight, implementation support and related commercial services.

Service Schedule D – Workshops, Facilitation & Leadership Development

Board workshops, strategic planning, leadership development, mentoring, team facilitation, commercial workshops, presentations and organisational development.

SERVICE SCHEDULE A

Advisory & Retained Services

This Service Schedule forms part of the AXIOM ONE Client Services Agreement and applies where AXIOM ONE provides ongoing commercial advisory, strategic consultancy, board-level support or retained commercial services.

1. Purpose

The purpose of Advisory & Retained Services is to provide independent commercial expertise, strategic guidance and practical support that strengthens decision-making, improves commercial performance and protects the long-term interests of the Client's business.

Every engagement is tailored to the Client's requirements. The level of involvement may range from periodic advisory support through to embedded board-level commercial leadership.

2. Scope of Services

Subject to the Proposal and agreed scope, AXIOM ONE may provide one or more of the following Services:

- Commercial Advisory
- Strategic Business Advisory
- Commercial Leadership
- Independent Commercial Director
- Board Advisory

- Commercial Protection
- Commercial Governance
- Director Mentoring
- Commercial Visibility
- Commercial Reporting
- Commercial Oversight
- Business Growth Strategy
- Cashflow Improvement
- Profit Improvement
- Commercial Process Improvement
- Procurement Strategy
- Operational Improvement
- Business Systems Development
- Crisis Prevention
- Crisis Intervention
- Succession Planning
- Exit Planning
- Acquisition Readiness
- Funding Readiness
- Commercial Negotiation
- Risk Management
- Independent Challenge
- Decision Support
- Accountability Support
- Other advisory services agreed in writing.

3. Delivery of the Services

Depending upon the agreed scope, AXIOM ONE may:

- attend or chair board meetings;
- mentor directors and senior leaders;
- provide independent commercial challenge;
- support strategic planning;
- review commercial performance;
- prepare or review commercial reporting;
- support budgeting and forecasting;
- advise on procurement and commercial strategy;
- review contracts and commercial arrangements;
- identify commercial risks and opportunities;
- facilitate commercial decision-making;
- liaise with accountants, solicitors, funders and other professional advisers;
- monitor implementation of agreed actions;
- provide accountability to the leadership team;
- undertake any other agreed advisory activities.

The Services shall be delivered using the professional judgement of AXIOM ONE and may evolve as the Client's requirements change.

4. Board and Leadership Support

Where included within the agreed scope, AXIOM ONE may:

- attend board meetings;
- chair board meetings;

- prepare commercial reports for the board;
- prepare meeting agendas;
- facilitate strategic discussions;
- challenge assumptions and commercial decisions;
- support directors in reaching informed decisions;
- monitor agreed actions;
- mentor individual directors;
- support organisational development;
- improve accountability across the leadership team.

Unless expressly agreed otherwise, AXIOM ONE acts solely as an independent adviser and does not become a statutory director or officer of the Client.

5. Commercial Reporting and Visibility

Where included within the agreed scope, AXIOM ONE may prepare, review or oversee:

- CVRs;
- management accounts;
- commercial reporting;
- profitability analysis;
- project performance reporting;
- cashflow forecasting;
- pipeline reporting;
- commercial dashboards;
- management information;
- business performance reporting;

- commercial risk registers;
- board reports;
- procurement reporting.

The frequency and format of reporting shall be agreed at the commencement of the engagement.

6. Client Responsibilities

The Client shall:

- provide timely access to financial, commercial and operational information;
- ensure key personnel are available when reasonably required;
- provide access to relevant software and management systems where agreed;
- make decisions within reasonable timescales;
- provide honest, complete and accurate information;
- engage constructively throughout the engagement;
- implement recommendations where appropriate.

7. Programme of Services

The Client acknowledges that Advisory & Retained Services are delivered as a Professional Services Programme.

The level of involvement, meetings, reporting and support may vary throughout the engagement depending upon the Client's requirements, priorities and business circumstances.

AXIOM ONE shall determine the most appropriate allocation of time and resources to achieve the agreed objectives.

8. Service Reviews

Where the engagement exceeds three months, AXIOM ONE and the Client shall undertake quarterly service reviews.

The purpose of these reviews is to:

- review progress;
- assess priorities;
- evaluate commercial risks;
- review resource requirements;
- consider amendments to the scope;
- agree any changes to Fees where the agreed Services have materially changed.

9. Exclusions

Unless specifically included within the Proposal, the Services do not include:

- legal advice;
- tax advice;
- statutory audit;
- regulated financial advice;
- architectural services;
- engineering design;
- statutory duty holder appointments;
- principal designer duties;

- principal contractor duties;
- building control services.

Where specialist advice is required, AXIOM ONE may recommend an appropriately qualified professional.

10. Objectives

The objective of Advisory & Retained Services is to assist the Client in:

- strengthening commercial leadership;
- improving commercial visibility;
- improving commercial governance;
- supporting informed decision-making;
- identifying commercial risks earlier;
- improving profitability and cashflow;
- improving accountability;
- strengthening commercial systems and processes;
- protecting long-term business value.

AXIOM ONE provides independent commercial advice and support but does not guarantee any particular commercial, financial or operational outcome.

AXIOM ONE reserves the right to introduce additional Service Schedules from time to time. Where applicable, the relevant Proposal, Engagement Letter or Statement of Works shall identify any additional Service Schedule forming part of the Agreement.

SERVICE SCHEDULE B

Project & Commercial Services

Application

This Service Schedule forms part of the AXIOM ONE Client Services Agreement and shall be read in conjunction with it.

The Proposal, Engagement Letter, Statement of Works or other written instruction shall identify whether this Service Schedule applies to the engagement.

Where this Service Schedule is silent on any matter, the provisions of the AXIOM ONE Client Services Agreement shall apply.

Where there is any inconsistency between this Service Schedule and the AXIOM ONE Client Services Agreement, this Service Schedule shall prevail only to the extent necessary to give effect to the Services described herein.

1. Purpose

The purpose of the Project & Commercial Services is to provide independent commercial expertise throughout the planning, procurement, delivery and completion of construction and property projects.

The Services are intended to protect the Client's commercial interests, strengthen commercial management, improve project outcomes and support informed commercial decision-making.

The level of involvement shall be determined by the Proposal and may range from advice on a specific commercial issue through to comprehensive commercial management of an individual project or programme of works.

2. Scope of Services

Subject to the agreed scope, AXIOM ONE may provide one or more of the following Services.

Procurement Services

- Procurement strategy
- Procurement planning
- Preparation of tender documentation
- Scope of Works preparation
- Bills of Quantities
- Employer's Requirements
- Invitation to Tender documentation
- Tender management
- Tender queries
- Tender evaluation
- Commercial analysis of tender returns
- Contractor interviews
- Contractor due diligence
- Commercial negotiations
- Recommendation reports
- Contract preparation
- Appointment support

Quantity Surveying & Commercial Management

- Quantity surveying services
- Cost planning
- Cost management
- Budget development
- Budget monitoring
- Cost reporting
- Commercial reporting
- Cost forecasting
- Cashflow forecasting
- Cost value reconciliations (CVRs)
- Interim valuations
- Payment applications
- Payment notices
- Pay Less Notices
- Change management
- Variation management

- Loss and expense reviews
- Final account preparation
- Final account negotiation
- Commercial risk management

Project Delivery Support

- Project mobilisation
- Commercial oversight
- Project monitoring
- Programme reviews
- Progress monitoring
- Attendance at project meetings
- Attendance at design team meetings
- Employer representation
- Contract administration support (where applicable)
- Commercial advice throughout the project lifecycle
- Project close-out support

Specialist Commercial Services

- Commercial investigations
- Contract reviews
- Contractual advice
- Commercial recovery
- Commercial dispute avoidance
- Independent commercial reporting
- Due diligence
- Funding support
- Acquisition support
- Exit support
- Expert commercial support
- Other agreed Project or Commercial Services.

3. Delivery of the Services

Depending upon the agreed scope, AXIOM ONE may:

- review project information;

- review contracts and appointments;
- prepare commercial documentation;
- attend meetings;
- chair commercial meetings;
- undertake site visits;
- liaise with contractors, consultants and professional advisers;
- prepare reports and recommendations;
- negotiate commercial matters;
- review project performance;
- monitor commercial risk;
- provide independent commercial advice;
- support the implementation of agreed actions.

AXIOM ONE shall determine the methodology, sequence of activities and allocation of resources necessary to deliver the agreed Services.

4. Deliverables

Depending upon the agreed scope, Deliverables may include:

- procurement strategies;
- tender documentation;
- commercial reports;
- cost reports;
- CVRs;
- cashflow forecasts;
- valuation reviews;
- tender evaluation reports;
- recommendation reports;
- commercial dashboards;
- commercial risk registers;
- contract reviews;
- project status reports;
- final account reports;
- written recommendations;
- board papers;
- presentation material;
- other agreed Deliverables.

The Proposal shall identify the Deliverables applicable to the engagement.

5. Client Responsibilities

In addition to the obligations contained within the AXIOM ONE Client Services Agreement, the Client shall:

- provide access to relevant project information;
- provide access to contracts and supporting documentation;
- ensure appropriate personnel are available where reasonably required;
- make timely commercial decisions;
- provide accurate financial and commercial information;
- promptly notify AXIOM ONE of material changes affecting the Project;
- cooperate fully throughout the engagement.

The Client remains responsible for all commercial and contractual decisions unless expressly delegated to AXIOM ONE in writing.

6. Programme of Services

Project & Commercial Services are delivered as a Professional Services Programme.

The level of support provided throughout the engagement may vary depending upon:

- the stage of the Project;
- the complexity of the Services;
- commercial priorities;
- project risks;
- procurement activities;
- contractual milestones;
- the Client's requirements.

The Client acknowledges that certain phases of the engagement may require substantially greater involvement than others and that the agreed Fees reflect the overall Programme of Services rather than the level of activity during any individual period.

7. Professional Relationships

Where appropriate, AXIOM ONE may liaise with:

- architects;
- engineers;
- project managers;
- principal designers;
- contractors;
- subcontractors;
- quantity surveyors;
- solicitors;
- accountants;
- funders;
- insurers;
- statutory authorities; and
- other professional advisers.

Unless expressly agreed otherwise in writing, AXIOM ONE shall not assume responsibility for the advice, services or statutory duties of any third party.

8. Exclusions

Unless expressly included within the Proposal, the Services do not include:

- legal advice;
- tax advice;
- statutory audit;
- regulated financial advice;
- architectural design;
- engineering design;
- planning consultancy;
- statutory approvals;
- building control services;
- principal designer duties;
- principal contractor duties;
- certification of works;
- health and safety services.

Where specialist advice is required, AXIOM ONE may recommend an appropriately qualified professional.

9. Expected Outcomes

The Project & Commercial Services are intended to assist the Client in:

- improving commercial performance;
- strengthening procurement processes;
- improving commercial visibility;
- reducing commercial risk;
- strengthening cost control;
- improving contractual awareness;
- improving project reporting;
- reducing avoidable disputes;
- improving project profitability;
- supporting successful project delivery.

The achievement of these outcomes will depend upon the Client's engagement, the actions of third parties and wider project circumstances.

AXIOM ONE provides independent professional advice and support but does not guarantee any particular commercial, financial or project outcome.

10. Applicable Provisions

The provisions of the AXIOM ONE Client Services Agreement relating to Fees and Payment, Suspension of Services, Variations and Additional Services, Intellectual Property, Confidentiality, Supply of Personnel, Relationship Protection, Data Protection, Insurance, Limitation of Liability, Term and Termination, General Provisions and Governing Law apply equally to this Service Schedule.

SERVICE SCHEDULE C

Independent Commercial Oversight Services

Application

This Service Schedule forms part of the AXIOM ONE Client Services Agreement and shall be read in conjunction with it.

The Proposal shall identify whether this Service Schedule applies to the engagement.

Where this Service Schedule is silent on any matter, the provisions of the AXIOM ONE Client Services Agreement shall apply.

Where there is any inconsistency between this Service Schedule and the AXIOM ONE Client Services Agreement, this Service Schedule shall prevail only to the extent necessary to give effect to the Services described herein.

1. Purpose

The purpose of the Independent Commercial Oversight Services is to provide the Client with an objective, independent and commercially focused assessment of a business, project, commercial function, investment or strategic decision.

The Services are intended to establish an accurate understanding of the Client's commercial position, identify risks and opportunities, reduce uncertainty and support informed decision-making.

Depending upon the agreed scope, the Services may comprise a standalone engagement or develop into ongoing commercial oversight, implementation support or strategic advisory services.

2. Scope of Services

Subject to the agreed scope, AXIOM ONE may provide one or more of the following Services.

Independent Commercial Reviews

- Commercial Reviews
- Commercial Protection Reviews
- Commercial Health Reviews
- Business Reviews
- Project Reviews
- Project Reality Snapshots
- Commercial Diagnostics
- Business Diagnostics
- Commercial Audits (non-statutory)
- Independent Commercial Assessments

Business & Project Oversight

- Independent Commercial Oversight
- Commercial Monitoring
- Commercial Investigations
- Commercial Governance Reviews
- Business Performance Reviews
- Commercial Visibility Reviews
- Commercial Reporting Reviews
- Commercial Risk Reviews
- Operational Reviews
- Process Reviews
- Systems Reviews

Due Diligence & Strategic Reviews

- Commercial Due Diligence
- Acquisition Reviews
- Investment Reviews

- Funding Reviews
- Exit Readiness Reviews
- Business Readiness Reviews
- Contractor Assessments
- Supply Chain Reviews
- Commercial Recovery Reviews
- Strategic Commercial Assessments

Ongoing Oversight

- Follow-up Reviews
- Implementation Support
- Monitoring Progress
- Independent Reporting
- Strategic Recommendations
- Commercial Action Plans
- Ongoing Independent Commercial Oversight
- Other agreed Independent Commercial Oversight Services.

3. Delivery of the Services

Depending upon the agreed scope, AXIOM ONE may:

- interview directors, managers and employees;
- review financial, commercial and operational information;
- review management reporting;
- review contracts and commercial documentation;
- observe meetings;
- facilitate discussions;
- undertake site visits;
- analyse systems and processes;
- assess commercial risks and opportunities;
- prepare reports and recommendations;
- present findings to directors or stakeholders;
- monitor implementation of agreed actions;
- provide continuing Independent Commercial Oversight.

AXIOM ONE shall determine the methodology, sequence of activities and allocation of resources necessary to deliver the agreed Services.

4. Deliverables

Depending upon the agreed scope, Deliverables may include:

- Commercial Review Reports;
- Commercial Protection Reviews;
- Project Reality Snapshots;
- Executive Summaries;
- Commercial Risk Registers;
- Independent Recommendations;
- Prioritised Action Plans;
- Board Presentations;
- Workshop Outputs;
- Progress Reviews;
- Monitoring Reports;
- Commercial Dashboards;
- Verbal Recommendations;
- Other agreed Deliverables.

The Proposal shall identify the Deliverables applicable to the engagement.

5. Client Responsibilities

In addition to the obligations contained within the AXIOM ONE Client Services Agreement, the Client shall:

- provide unrestricted access to information relevant to the agreed scope;
- ensure key personnel are available where reasonably required;
- provide honest, complete and accurate information;
- disclose material information that may affect the engagement;
- provide access to systems where agreed;
- cooperate with reasonable requests for clarification;
- carefully consider recommendations made by AXIOM ONE.

6. Programme of Services

Independent Commercial Oversight Services are delivered as a Professional Services Programme.

The Services may evolve as information becomes available or as commercial risks and opportunities are identified.

The level of involvement, investigation, reporting and support may vary throughout the engagement depending upon:

- the findings of the engagement;
- the complexity of the issues identified;
- the Client's objectives;
- implementation requirements;
- emerging commercial risks.

Where AXIOM ONE reasonably considers that additional investigation, implementation support or ongoing oversight is necessary to properly advise or protect the Client's commercial interests, AXIOM ONE may recommend an extension or variation to the agreed Services.

7. Exclusions

Unless expressly included within the Proposal, the Services do not include:

- statutory audit;
- legal advice;
- tax advice;
- regulated financial advice;
- fraud investigation;
- forensic accounting;
- regulatory certification;
- compliance audits;
- expert witness services.

Where specialist advice is required, AXIOM ONE may recommend an appropriately qualified professional.

8. Intended Outcomes

Independent Commercial Oversight Services are intended to assist the Client in:

- establishing commercial clarity;
- improving commercial visibility;
- identifying commercial risks and opportunities;
- reducing uncertainty;
- strengthening commercial governance;

- improving strategic decision-making;
- improving commercial performance;
- protecting profitability, cashflow and long-term business value;
- supporting sustainable business growth.

The achievement of these outcomes will depend upon the Client's engagement, the quality of information provided and the implementation of agreed actions.

AXIOM ONE provides independent professional advice and support but does not guarantee any particular commercial, financial or operational outcome.

9. Applicable Provisions

The provisions of the AXIOM ONE Client Services Agreement relating to Fees and Payment, Suspension of Services, Variations and Additional Services, Intellectual Property, Confidentiality, Supply of Personnel, Relationship Protection, Data Protection, Insurance, Limitation of Liability, Term and Termination, General Provisions and Governing Law apply equally to this Service Schedule.

SERVICE SCHEDULE D

Workshops, Facilitation & Leadership Development

Application

This Service Schedule forms part of the AXIOM ONE Client Services Agreement and shall be read in conjunction with it.

The Proposal shall identify whether this Service Schedule applies to the engagement.

Where this Service Schedule is silent on any matter, the provisions of the AXIOM ONE Client Services Agreement shall apply.

Where there is any inconsistency between this Service Schedule and the AXIOM ONE Client Services Agreement, this Service Schedule shall prevail only to the extent necessary to give effect to the Services described herein.

1. Purpose

The purpose of the Workshops, Facilitation & Leadership Development Services is to provide structured, independent and professionally facilitated sessions that support stronger leadership, improved communication, strategic alignment, commercial awareness and organisational development.

The Services are designed to assist businesses, leadership teams and project teams in exploring challenges, identifying opportunities and

developing practical solutions through facilitated discussion, collaboration and independent commercial expertise.

2. Scope of Services

Subject to the agreed scope, AXIOM ONE may provide one or more of the following Services.

Strategy & Business Workshops

- Vision and Mission Workshops
- Business Planning Workshops
- Strategic Planning
- Business Growth Planning
- Exit Planning
- Succession Planning
- Commercial Strategy Workshops
- Procurement Strategy Workshops
- Risk Workshops
- Organisational Development Workshops

Leadership Development

- Director Mentoring
- Leadership Coaching
- Senior Management Development
- Accountability Sessions
- Decision-Making Support
- Commercial Leadership Development
- Team Development

- Executive Facilitation

Facilitation

- Board Meeting Facilitation
- Independent Meeting Chairing
- Team Facilitation
- Stakeholder Workshops
- Partner Workshops
- Conflict Resolution Facilitation
- Commercial Discussions
- Strategic Planning Sessions

Education & Speaking

- Commercial Awareness Training
- Bespoke Workshops
- Presentations
- Guest Speaking
- Conference Speaking
- Panel Participation
- CPD Sessions
- Industry Education
- Other agreed Workshops or Facilitation Services.

3. Delivery of the Services

Depending upon the agreed scope, AXIOM ONE may:

- facilitate workshops;

- chair meetings;
- mentor directors;
- facilitate strategic planning sessions;
- prepare workshop material;
- prepare presentations;
- facilitate group discussions;
- provide independent commercial challenge;
- encourage constructive debate;
- record agreed actions;
- prepare workshop summaries;
- provide follow-up recommendations;
- monitor implementation where agreed.

AXIOM ONE shall determine the methodology, structure and facilitation techniques appropriate to each engagement.

4. Deliverables

Depending upon the agreed scope, Deliverables may include:

- workshop agendas;
- presentation material;
- facilitation notes;
- workshop summaries;
- agreed action plans;
- implementation roadmaps;
- strategic recommendations;
- leadership development plans;
- board papers;

- presentation slides;
- follow-up review notes;
- other agreed Deliverables.

The Proposal shall identify the Deliverables applicable to the engagement.

5. Client Responsibilities

In addition to the obligations contained within the AXIOM ONE Client Services Agreement, the Client shall:

- ensure appropriate attendees are available;
- provide suitable facilities or online meeting access where required;
- provide requested information before the session where reasonably required;
- encourage constructive participation;
- ensure appropriate decision-makers attend where necessary;
- consider and implement agreed actions where appropriate.

6. Programme of Services

Workshops, Facilitation & Leadership Development Services are delivered as a Professional Services Programme.

The format, duration and content of individual sessions may vary depending upon:

- the agreed objectives;
- the needs of the participants;
- the issues identified during facilitation;

- progress achieved throughout the engagement.

Where AXIOM ONE reasonably considers additional workshops, mentoring or follow-up sessions would benefit the Client, AXIOM ONE may recommend an extension or variation to the agreed Services.

7. Exclusions

Unless expressly included within the Proposal, the Services do not include:

- accredited qualifications;
- regulated coaching;
- legal advice;
- tax advice;
- HR consultancy;
- psychological assessment;
- mediation under statutory procedures;
- employment advice.

Where specialist advice is required, AXIOM ONE may recommend an appropriately qualified professional.

8. Intended Outcomes

The Workshops, Facilitation & Leadership Development Services are intended to assist the Client in:

- strengthening leadership capability;
- improving communication;
- improving strategic alignment;

- strengthening accountability;
- improving commercial awareness;
- supporting informed decision-making;
- encouraging collaboration;
- developing practical action plans;
- supporting organisational development.

The achievement of these outcomes will depend upon the engagement of participants and the implementation of agreed actions.

AXIOM ONE provides independent professional facilitation and guidance but does not guarantee any particular organisational or commercial outcome.

9. Applicable Provisions

The provisions of the AXIOM ONE Client Services Agreement relating to Fees and Payment, Suspension of Services, Variations and Additional Services, Intellectual Property, Confidentiality, Supply of Personnel, Relationship Protection, Data Protection, Insurance, Limitation of Liability, Term and Termination, General Provisions and Governing Law apply equally to this Service Schedule.