## Agreement OCUMENT CONTROL

| Document | Axiom One Client Services Agreement |
|---|---|
| Version | 2.0 |
| Effective Date | 15th October 2026 |
| Review Date | 15th October 2027 |
| Author | Michelle Carr |
| Owner | Axiom One Ltd |
| Status | Controlled Document |

## VERSION HISTORY

| Version | Date | Description |
|---|---|---|
| 2.0 | October 2026 | Complete revision and consolidation from standard Terms to Axiom One Supplier, Associate & Delivery Partner Agreement |

## Contents

Introduction

1. Definitions
2. Appointment
3. Relationship of the Parties
4. Scope of Services
5. Professional Standards
6. Performance of the Services
7. Communications & Client Management
8. Confidentiality



9. Intellectual Property & Methodologies
10. Information Security, Data Protection & Artificial Intelligence
11. Relationship Protection, Non-Solicitation, Non-Dealing & Non-Circumvention
12. Fees, Expenses & Payment
13. Insurance
14. Liability & Indemnities
15. Term & Termination
16. Return of Property & Information
17. General Provisions
18. Governing Law & Jurisdiction

## Service Schedules

A – Associate Consultants
B - Operational Support Services
C - Specialist Delivery Partners
D – Strategic & Referral Partners

## Introduction:

This Agreement sets out the terms upon which **Axiom One Ltd** engages independent suppliers, associates, consultants, delivery partners and strategic partners to provide services on behalf of, or in support of, Axiom One.

Axiom One Ltd provides independent commercial consultancy, project and commercial services, independent commercial oversight, strategic advisory services, workshops and leadership development, primarily within the construction and property sectors.

The quality of Axiom One's services depends not only upon its own expertise but also upon the professionalism, integrity and capability of those who support its delivery. Accordingly, Axiom One seeks to establish long-term relationships with trusted suppliers and delivery partners who share its commitment to professional excellence, commercial integrity and exceptional client service.
This Agreement provides the framework governing those relationships. It establishes the standards, responsibilities and expectations applicable to all suppliers, associates and delivery partners engaged by Axiom One and is intended to protect the interests of Axiom One, its Clients, its Personnel and its wider commercial network.

Nothing within this Agreement creates a relationship of employment, partnership, joint venture or agency unless expressly agreed in writing.

## 1. Definitions

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

**Agreement** means this Axiom One Supplier, Associate & Delivery Partner Agreement together with the Proposal, any applicable Service Schedule 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 any individual, company, partnership, organisation or other legal entity to whom Axiom One provides or proposes to provide Services.

**Confidential Information** means all information disclosed by Axiom One its Clients or any Introduced Party, whether verbally, electronically, visually or in writing, which is confidential by its nature or is reasonably understood to be confidential, including commercial, financial, operational, technical, strategic and personal information.

**Deliverables** means any report, document, presentation, recommendation, analysis, drawing, template, spreadsheet, software, correspondence, data, workshop output or other work product created or contributed to by the Supplier in connection with the Services.

**Fees** means the charges payable by Axiom One to the Supplier as set out in the Proposal or otherwise agreed in writing.

**Axiom One Ltd** Company Registration Number 12802493 whose registered office is Unit 7, Vulcan House, Restmor Way, Hackbridge, SM7 6AH, its directors, employees, associates, consultants, subcontractors, delivery partners and authorised representatives.

**Information Assets** means all documents, records, systems, databases, passwords, software, source files, emails, CRM records, contact information, templates, reports, proposals, pricing information, methodologies and other information belonging to Axiom One or its Clients.

**Initial Term** means the initial period of engagement stated within the Proposal or other written agreement.

**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 Client, prospective Client, supplier, consultant, associate, subcontractor, referral partner, strategic partner, investor, funder or other business contact introduced directly or indirectly by Axiom One.

**Methodologies** means all proprietary systems, frameworks, processes, models, diagnostic tools, assessment techniques, templates, workflows, reporting structures, intellectual capital, know-how, training materials and other methods developed, owned or used by Axiom One.

**Personnel** means the employees, directors, associates, consultants, subcontractors, delivery partners, virtual assistants, agency workers and other individuals engaged by either Axiom One or the Supplier in connection with the Services.

**Proposal** means any quotation, proposal, engagement letter, fee proposal, statement of works, purchase order, work instruction or other written document describing the Services, Deliverables, Fees or commercial arrangements applicable to a particular engagement.

**Services** means the services to be provided by the Supplier on behalf of or in support of Axiom One as described within the Proposal or applicable Service Schedule.

**Service Schedule** means any schedule attached to or incorporated into this Agreement describing the specific scope, standards or requirements applicable to a category of Services.

**Supplier** means the individual, company, partnership or other legal entity engaged by Axiom One under this Agreement to provide the Services.

**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.

## 2. Appointment

**2.1** Axiom One Ltd appoints the Supplier to provide the Services described within the Proposal, and the Supplier agrees to provide those Services in accordance with this Agreement.

No minimum volume of work, exclusivity or ongoing engagement is guaranteed unless expressly agreed in writing.

**2.2** The Supplier accepts that each instruction issued by Axiom One shall constitute a separate engagement unless otherwise stated within the Proposal.

Axiom One reserves the right to appoint alternative suppliers, consultants or delivery partners at its sole discretion.

**2.3** Nothing within this Agreement obliges Axiom One to offer any minimum number of assignments, projects or hours of work.

Likewise, the Supplier shall not be obliged to accept any proposed engagement unless it has already been accepted in writing.

**2.4** The Supplier shall provide the Services:

a) with reasonable skill, care and diligence;
b) in accordance with recognised professional standards;
c) in accordance with all applicable laws and regulations;
d) in accordance with the instructions issued by Axiom One, and
e) in a manner that protects the commercial interests, reputation and professional standing of Axiom One.

**2.5** The Supplier shall immediately notify Axiom One of any circumstance that may affect its ability to deliver the Services, including:

a) conflicts of interest;
b) lack of availability;
c) illness;
d) professional disciplinary proceedings;
e) criminal investigations or convictions relevant to the Services;
f) insolvency; or



g) any matter reasonably likely to affect the Supplier's suitability to represent Axiom One.

**2.6** The Supplier warrants that it possesses the qualifications, experience, competence and resources necessary to perform the Services and shall maintain those standards throughout the engagement.

## 3. Relationship of the Parties

**3.1** The Supplier is engaged as an independent contractor.

Nothing within this Agreement shall create or be deemed to create any relationship of employer and employee, worker, agency, partnership or joint venture between Axiom One and the Supplier.

**3.2** The Supplier shall be solely responsible for:

a) all taxes;
b) National Insurance contributions;
c) pensions;
d) statutory payments;
e) insurance;
f) professional registrations;
g) regulatory compliance; and
h) all other obligations arising from its business activities.

**3.3** The Supplier has no authority to:

a) legally bind Axiom One Ltd;
b) enter into contracts on behalf of Axiom One Ltd;
c) make financial commitments on behalf of Axiom One Ltd;
d) vary any Client agreement;
e) settle disputes;
f) admit liability; or
g) make representations outside the authority expressly delegated by Axiom One Ltd.

**3.4** The Supplier shall not describe itself as an employee, director, shareholder or authorised signatory of Axiom One unless expressly authorised in writing.

**3.5** Where the Supplier communicates with a Client on behalf of Axiom One, it shall do so professionally, honestly and in accordance with Axiom One instructions and standards.

**3.6** The Supplier shall act in good faith at all times and shall not knowingly undertake any action that conflicts with the legitimate commercial interests of Axiom One.

## 4. Scope of Services

**4.1** The Services shall be those described within the Proposal or applicable Service Schedule.

**4.2** Depending upon the engagement, the Supplier may be appointed to provide:

- consultancy services;
- commercial services;
- procurement support;
- quantity surveying services;
- project support;
- administration;
- virtual assistance;
- marketing support;
- specialist consultancy;
- technical advice;
- strategic support;
- referral services;
- or other agreed professional services.

**4.3** The Supplier shall perform only those Services for which it is suitably qualified, experienced and authorised.

Where additional expertise is required, the Supplier shall notify Axiom One before undertaking any work outside the agreed scope.



**4.4** The Supplier shall comply with all reasonable instructions issued by Axiom One Ltd relating to:

a) priorities;
b) deliverables;
c) reporting requirements;
d) quality standards;
e) communication with Clients;
f) deadlines; and
g) professional conduct.

**4.5** The Supplier shall not subcontract, assign or delegate any part of the Services without the prior written consent of Axiom One.

**4.6** Axiom One may amend, suspend or vary the scope of the Services at any time by written instruction.

Where such variation materially affects the agreed Fees or programme, the parties shall discuss and agree an appropriate adjustment before the additional work is undertaken wherever reasonably practicable.

## 5. Professional Standards

**5.1** The Supplier shall perform the Services to the standard reasonably expected of a competent and experienced professional operating within the relevant discipline.

**5.2** The Supplier shall exercise reasonable skill, care, diligence and professional judgement in carrying out the Services and shall act honestly, ethically and with integrity at all times.

**5.3** The Supplier shall comply with:

a) all applicable legislation and regulations;
b) recognised industry standards;
c) professional codes of conduct applicable to their profession;
d) Axiom One's policies, procedures and reasonable instructions; and



e) all Client site rules and reasonable requirements when attending Client premises or Project locations.

**5.4** The Supplier shall maintain throughout the term of this Agreement all qualifications, licences, memberships, registrations and insurances reasonably necessary to perform the Services.

**5.5** Where the Supplier becomes aware that they no longer hold any qualification, accreditation or insurance necessary to perform the Services, they shall notify Axiom One Ltd immediately.

**5.6** The Supplier shall undertake continuing professional development appropriate to the Services provided and shall maintain up-to-date knowledge within their area of expertise.

**5.7** The Supplier shall ensure that all work submitted to Axiom One is complete, accurate, professionally presented and suitable for issue to the Client unless clearly identified as a draft.

**5.8** The Supplier shall immediately notify Axiom One if they become aware of:

a) any error within their work;
b) any matter likely to affect the quality of the Services;
c) any conflict between Axiom One's instructions and applicable legislation or professional standards; or
d) any issue that may adversely affect the Client, Axiom One or the successful delivery of the Services.

## 6. Performance of the Services

**6.1** The Supplier shall perform the Services in accordance with the Proposal, the applicable Service Schedule and any reasonable instructions issued by Axiom One from time to time.

**6.2** The Supplier shall use their own professional judgement in carrying out the Services but shall ensure that all significant recommendations, commercial decisions or departures from agreed instructions are referred to Axiom One before being communicated to the Client, unless immediate action is required to protect the Client's interests.

**6.3** The Supplier shall:

a) perform the Services within agreed timescales;
b) keep Axiom One informed of progress;
c) promptly notify Axiom One of any actual or anticipated delay;
d) cooperate with other suppliers, consultants and delivery partners engaged by Axiom One where appropriate; and
e) maintain accurate records of work undertaken where reasonably requested.

**6.4** The Supplier shall not knowingly undertake any act or omission that is likely to:

a) prejudice Axiom One's relationship with a Client;
b) expose Axiom One to unnecessary commercial, legal or reputational risk;
c) compromise the independence of Axiom One's advice; or
d) adversely affect the quality of the Services.

**6.5** Where the Supplier identifies:

a) a commercial risk;
b) a contractual issue;
c) a health and safety concern;
d) a legal or regulatory issue;
e) a conflict of interest; or
f) any circumstance likely to materially affect the Services,
the Supplier shall notify Axiom One without undue delay together with any recommendations they consider appropriate.



**6.6** The Supplier shall not issue reports, recommendations, contractual notices, commercial advice or other Deliverables directly to the Client unless:

a) authorised by Axiom One;
b) required by the agreed scope of the engagement; or
c) otherwise agreed in writing.

**6.7** Where the Supplier attends meetings on behalf of Axiom One, they shall:

a) act professionally at all times;
b) accurately represent Axiom One's agreed position;
c) avoid making commitments beyond their authority;
d) promptly report the outcome of the meeting to Axiom One; and
e) provide copies of any meeting notes, actions or documentation produced.

**6.8** The Supplier acknowledges that they are representing the Axiom One brand while performing the Services and shall conduct themselves in a manner consistent with Axiom One's values, professional standards and reputation.

## 7. Communications & Client Management

**7.1** The Supplier acknowledges that all Clients engaged under this Agreement are clients of Axiom One.

Nothing within this Agreement shall be interpreted as creating a direct contractual relationship between the Supplier and the Client unless expressly agreed in writing by Axiom One.



**7.2** The Supplier shall conduct all communications with Clients professionally, courteously and in a manner that reflects the standards and reputation of Axiom One.

**7.3** The Supplier shall not, without the prior written authority of Axiom One:

a) agree any variation to the Services;
b) agree any additional work;
c) negotiate fees;
d) issue quotations or proposals;
e) enter into contracts;
f) accept instructions outside the agreed scope;
g) make commitments on behalf of Axiom One.

**7.4** Where the Supplier receives instructions from a Client that fall outside the agreed scope of the engagement, the Supplier shall refer the matter to Axiom One before undertaking any additional work.

**7.5** The Supplier shall promptly notify Axiom One of:

a) all significant communications with the Client;
b) material project developments;
c) complaints or expressions of dissatisfaction;
d) opportunities for additional services;
e) commercial risks or concerns identified during the engagement; and
f) any matter that may reasonably affect the Client relationship or Axiom One's commercial interests.

**7.6** The Supplier shall maintain accurate records of work undertaken, meetings attended, decisions made and actions agreed, and shall provide such records to Axiom One upon request or at the conclusion of the engagement.

**7.7** Where Axiom One provides access to a CRM system, project management platform or other business system, the Supplier shall



maintain accurate and timely records in accordance with Axiom One's reasonable requirements.

**7.8** The Supplier shall not knowingly withhold information that may materially affect:

a) the Services;
b) the Client relationship;
c) Axiom One's commercial interests; or
d) the successful delivery of the engagement.

**7.9** Any opportunity identified by the Supplier during the course of an engagement with an Axiom One Client, or arising directly or indirectly from information, introductions or relationships provided by Axiom One, shall be disclosed to Axiom One without undue delay.

The Supplier shall not pursue, accept or exploit such opportunity independently without Axiom One's prior written consent.

**7.10** The Supplier shall not accept any payment, commission, gift, referral fee or other benefit from a Client, supplier or third party connected with an Axiom One engagement without first notifying Axiom One in writing and obtaining Axiom One's written approval, except for gifts of nominal value accepted in the ordinary course of business.

**7.11** Where the Supplier is authorised to represent Axiom One externally, they shall do so in accordance with Axiom One's branding, communication standards and reasonable instructions, and shall not make any public statement on behalf of Axiom One unless expressly authorised.

**7.12** Upon request, or immediately upon termination of an engagement, the Supplier shall provide Axiom One with all correspondence, records, contact details, meeting notes, project information and other information relating to the Client or the Services, whether held electronically or otherwise.

## 8. Confidentiality



**8.1** The Supplier acknowledges that, during the course of this Agreement, it may have access to Confidential Information belonging to Axiom One, its Clients, Introduced Parties and other third parties.

The Supplier shall treat all Confidential Information as strictly confidential and shall use it solely for the purpose of performing the Services.

**8.2** The Supplier shall not, without the prior written consent of Axiom One:

a) disclose Confidential Information to any third party;
b) copy, reproduce or distribute Confidential Information except where reasonably necessary to perform the Services;
c) use Confidential Information for its own benefit or the benefit of any third party; or
d) retain Confidential Information after it is no longer required for the performance of the Services.

**8.3** The Supplier shall ensure that Confidential Information is accessible only to Personnel who require access for the proper performance of the Services and who are themselves bound by equivalent confidentiality obligations.

**8.4** The Supplier shall implement appropriate physical, technical and organisational measures to safeguard Confidential Information against unauthorised access, disclosure, alteration, loss or destruction.

**8.5** The confidentiality obligations contained within this Agreement shall continue throughout the term of the Agreement and for six (6) years following its termination, except in respect of trade secrets, proprietary Methodologies and Intellectual Property, which shall remain confidential indefinitely.

**8.6** The Supplier shall immediately notify Axiom One upon becoming aware of any actual or suspected unauthorised disclosure, loss or misuse of Confidential Information.



**8.7** Nothing within this Agreement prevents the Supplier from making disclosures required by law, provided the Supplier gives Axiom One prompt written notice where legally permitted to do so.

## 9. Intellectual Property & Methodologies

**9.1** All Intellectual Property Rights owned by Axiom One before the commencement of this Agreement shall remain the exclusive property of Axiom One.

**9.2** Unless expressly agreed otherwise in writing, all Deliverables, reports, documents, templates, spreadsheets, databases, presentations, software, working papers, drawings, correspondence and other materials created by the Supplier in connection with the Services shall become the property of Axiom One immediately upon creation.

The Supplier hereby assigns to Axiom One with full title guarantee, all present and future Intellectual Property Rights in such Deliverables.

**9.3** The Supplier irrevocably waives, to the fullest extent permitted by law, any moral rights in Deliverables created for Axiom One.

**9.4** The Supplier shall not copy, adapt, reproduce, sell, license, disclose or otherwise exploit any Axiom One Methodology, framework, process, template, system, pricing model, training material or other Intellectual Property without Axiom One's prior written consent.

**9.5** The Supplier shall not develop or assist in developing any competing methodology or commercial framework substantially derived from Axiom One's Methodologies during the term of this Agreement or using Axiom One's Confidential Information.

**9.6** Where the Supplier develops any improvement, enhancement or refinement to an existing Axiom One Methodology during the course of the engagement, that improvement shall automatically become the property of Axiom One.

**9.7** Nothing within this Agreement prevents the Supplier from using their own pre-existing skills, experience and general professional knowledge, provided that Axiom One's Confidential Information, Intellectual Property and Methodologies are not disclosed or reproduced.

## 10. Information Security, Data Protection & Artificial Intelligence

**10.1** The Supplier shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

**10.2** The Supplier shall process personal data only to the extent necessary for the performance of the Services and in accordance with Axiom One's reasonable instructions.

**10.3** The Supplier shall maintain appropriate technical and organisational security measures to protect all Information Assets against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.

**10.4** The Supplier shall not store Axiom One or Client information on personal devices, cloud storage platforms or third-party systems unless expressly authorised by Axiom One and protected by appropriate security measures.

**10.5** Passwords, access credentials and authentication methods provided by Axiom One shall be kept secure and shall not be shared with any third party.

**10.6** The Supplier shall immediately notify Axiom One of any actual or suspected:

a) data breach;
b) cyber security incident;
c) unauthorised access;
d) loss of equipment containing Axiom One or Client information; or
e) compromise of user credentials.

### 10.7 Artificial Intelligence

The Supplier shall not upload, input, process or otherwise use any Confidential Information, Client information, Deliverables, Methodologies, reports, commercial data or other Information Assets belonging to Axiom One or its Clients within any artificial intelligence, large language model or machine learning platform without the prior written consent of Axiom One.

**10.8** Where Axiom One authorises the use of artificial intelligence tools, the Supplier shall:

a) ensure appropriate confidentiality safeguards are maintained;
b) verify the accuracy of all outputs before use;
c) remain fully responsible for all Deliverables;
d) ensure no confidential or commercially sensitive information is unnecessarily disclosed.

**10.9** Upon request or upon termination of this Agreement, the Supplier shall immediately return or securely delete all Axiom One and Client data in its possession and, if requested, provide written confirmation that this has been completed.

## 11. Relationship Protection, Non-Solicitation, Non-Dealing & Non-Circumvention

**11.1** The Supplier acknowledges that Axiom One has invested substantial time, expertise and financial resources in developing its Clients,



prospective Clients, Personnel, Introduced Parties, referral partners, strategic partners, supply chain, delivery partners and business relationships.

The Supplier further acknowledges that these relationships constitute valuable commercial assets of Axiom One.

**11.2** During the term of this Agreement and for a period of twelve (12) months following its termination or expiry, the Supplier shall not, without the prior written consent of Axiom One, directly or indirectly:

a) solicit, approach or canvass any Client or Prospective Client for the purpose of providing services similar to those offered by Axiom One;
b) accept instructions directly from any Client introduced by Axiom One;
c) provide services to any Client outside an engagement managed by Axiom One;
d) encourage or assist any Client to terminate, reduce or avoid its relationship with Axiom One;
e) interfere with or seek to influence the commercial relationship between Axiom One and any Client.

**11.3** The Supplier shall not, without Axiom One's prior written consent, directly or indirectly:

a) employ or engage any employee, associate, consultant, subcontractor or delivery partner of Axiom One;
b) encourage any such person to leave Axiom One;
c) invite any such person to provide services outside Axiom One; or
d) assist any third party in doing so.

**11.4** The Supplier shall not directly or indirectly approach, solicit, engage or enter into a commercial relationship with any Introduced Party introduced by Axiom One, including:

a) suppliers;
b) referral partners;
c) strategic partners;

d) specialist consultants;
e) funders;
f) investors;
g) professional advisers;
h) delivery partners;

unless expressly authorised by Axiom One in writing.

**11.5** The restrictions contained within this clause apply irrespective of:

a) who first initiated contact;
b) whether the relationship is direct or indirect;
c) whether another company, consultant or intermediary is used;
d) whether the Services are provided personally or through another legal entity;
e) whether payment is made directly or indirectly.

**11.6** The Supplier shall immediately notify Axiom One if:

a) a Client approaches the Supplier directly;
b) an Introduced Party seeks to engage the Supplier independently;
c) any opportunity arises that may conflict with this Agreement.

The Supplier shall not proceed without Axiom One's prior written approval.

**11.7** The Supplier shall not use knowledge, relationships or Confidential Information obtained through Axiom One to establish or develop a competing business relationship with any Client or Introduced Party.

**11.8** Any attempt to avoid the operation of this clause by using another business, consultant, intermediary, family member, connected company or associated person shall be treated as a breach of this Agreement.

**11.9** The Supplier acknowledges that damages alone may not be an adequate remedy for a breach of this clause.

Axiom One shall therefore be entitled to seek injunctive relief, specific performance and any other remedies available at law or in equity, in

addition to recovering any losses, costs or damages arising from the breach.

## 12. Fees, Expenses & Payment

**12.1** The Fees payable to the Supplier shall be those set out in the Purchase Order or otherwise agreed in writing. If nothing is stated in the Purchase Order the payment is assumed to be Thirty (30) days from invoice.

**12.2** Unless otherwise agreed, the Supplier shall invoice Axiom One monthly in arrears, providing sufficient detail to enable Axiom One to verify the Services performed.

**12.3** Invoices shall be payable within the period stated in the Proposal.

**12.4** The Supplier shall not invoice any Client directly unless expressly authorised by Axiom One in writing.

**12.5** Unless expressly agreed otherwise, the Supplier shall be responsible for all costs and expenses incurred in performing the Services.

**12.6** Any expenses to be reimbursed by Axiom One must:

a) be approved in advance where reasonably practicable;
b) be wholly and exclusively incurred in connection with the Services; and
c) be supported by appropriate receipts or other evidence.

**12.7** Axiom One may withhold payment where:

a) the Supplier has materially breached this Agreement;
b) Deliverables remain incomplete;
c) the Supplier has failed to provide information reasonably requested to support an invoice;
d) there is a genuine dispute regarding the Services or Fees.



Undisputed amounts shall remain payable in accordance with the agreed payment terms.

**12.8** The Supplier shall remain solely responsible for all taxes, National Insurance contributions, VAT, pensions and other statutory liabilities arising from payments made under this Agreement.

## 13. Insurance

**13.1** The Supplier shall maintain, at its own expense, all insurance reasonably required for the proper performance of the Services and to comply with all applicable legal and professional obligations.

**13.2** Where appropriate to the Services being provided, the Supplier shall maintain:

a) Professional Indemnity Insurance;
b) Public Liability Insurance;
c) Employers' Liability Insurance (where legally required); and
d) any other insurance reasonably required by law or by Axiom One.

**13.3** Upon reasonable request, the Supplier shall provide evidence of current insurance cover and any renewal documentation relevant to the Services.

**13.4** The Supplier shall immediately notify Axiom One if any insurance policy is cancelled, materially amended or allowed to lapse.

**13.5** Nothing within this Agreement shall require Axiom One to insure the Supplier, the Supplier's Personnel or the Supplier's business activities.



## 14. Liability & Indemnities

**14.1** The Supplier shall be responsible for the acts, omissions and negligence of itself and its Personnel in connection with the Services.

**14.2** The Supplier shall indemnify and keep indemnified Axiom One against all losses, liabilities, damages, claims, costs and expenses arising from:

a) any breach of this Agreement by the Supplier;
b) any negligent act or omission of the Supplier;
c) any breach of applicable legislation or professional obligations;
d) any infringement of a third party's Intellectual Property Rights arising from the Supplier's work;
e) any claim arising from the Supplier's failure to perform the Services with reasonable skill and care.

**14.3** The Supplier shall not be liable for losses arising solely from instructions given by Axiom One which the Supplier had previously advised, in writing, were likely to result in material commercial, contractual or legal risk.

**14.4** Neither party shall be liable to the other for indirect or consequential loss except where such exclusion is prohibited by law.

**14.5** Nothing in this Agreement shall exclude or limit liability for:

a) death or personal injury caused by negligence;
b) fraud or fraudulent misrepresentation;
c) any liability that cannot lawfully be excluded or limited.

## 15. Term & Termination

**15.1** This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with its provisions.



**15.2** Where an Initial Term is stated within the Proposal, the Supplier shall remain engaged for that period unless this Agreement is terminated earlier in accordance with this clause.

**15.3** 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 capable of remedy, fails to remedy that breach within fourteen (14) days of receiving written notice.

**15.4** Axiom One may terminate this Agreement immediately, without notice, where the Supplier:

a) commits serious misconduct;
b) breaches confidentiality;
c) breaches the Intellectual Property provisions;
d) breaches the Relationship Protection provisions;
e) acts dishonestly or fraudulently;
f) acts in a manner likely to bring Axiom One into disrepute;
g) becomes insolvent or ceases trading;
h) no longer holds any qualification, licence or insurance reasonably required to perform the Services.

**15.5** Termination of this Agreement shall not affect:

a) accrued rights;
b) accrued payment obligations;
c) confidentiality obligations;
d) intellectual property rights;
e) restrictive covenants;
f) any provision intended to survive termination.

## 16. Return of Property & Information



**16.1** Immediately upon request by Axiom One, or upon termination of this Agreement, the Supplier shall return to Axiom One all property belonging to Axiom One or its Clients, including:

a) documents;
b) reports;
c) laptops and equipment;
d) access cards;
e) storage devices;
f) project information;
g) correspondence;
h) passwords;
i) security credentials; and
j) any other Information Assets.

**16.2** Where information is held electronically, the Supplier shall permanently delete all copies remaining in its possession, subject to any legal retention obligations.

**16.3** Upon request, the Supplier shall provide written confirmation that all Information Assets have been returned or permanently deleted.

**16.4** The Supplier shall provide all reasonable assistance to ensure an orderly transition of the Services to Axiom One or another appointed supplier.

## 17. General Provisions

### 17.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, negotiations and agreements relating to its subject matter.



### 17.2 Assignment

The Supplier shall not assign, subcontract or otherwise transfer any rights or obligations under this Agreement without Axiom One's prior written consent.

### 17.3 Force Majeure

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

### 17.4 Notices

All notices under this Agreement shall be in writing and delivered by email, recorded delivery or personal delivery.

### 17.5 Waiver

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

### 17.6 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### 17.7 Third Party Rights

No person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999.

### 17.8 Amendments

No amendment to this Agreement shall be effective unless agreed in writing by both parties.

### 17.9 Electronic Acceptance



This Agreement may be executed electronically or accepted by electronic confirmation, email or other written agreement between the parties.

## 18. Governing Law & Jurisdiction

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

**18.2** The courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement.

**18.3** 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 Supplier, Associate & Delivery Partner Agreement and shall be read in conjunction with it.

Each Service Schedule applies only to the services identified within the relevant Proposal, purchase order, work instruction or other written agreement issued by Axiom One.

Where a Service Schedule is silent on any matter, the provisions of the Axiom One Supplier, Associate & Delivery Partner Agreement shall apply.

Where a Service Schedule contains provisions specific to a category of services, those provisions shall prevail over the general provisions of this Agreement only to the extent necessary to give effect to those services.

Axiom One reserves the right to introduce additional Service Schedules from time to time. Where applicable, the relevant Proposal or other written instruction shall identify any additional Service Schedule forming part of this Agreement.

# Contents

**Service Schedule A – Associate Consultants**

Independent consultants engaged to deliver commercial, technical, strategic or advisory services directly to Axiom One Clients on behalf of Axiom One

**Service Schedule B – Operational Support Services**

Virtual assistants, administrative support, marketing, CRM management, finance support, business support and other operational services provided to Axiom One.

**Service Schedule C – Specialist Delivery Partners**

Independent specialists providing professional, technical or regulated services that complement Axiom One's service offering, including legal, financial, planning, HR, ESG, insurance, IT and other specialist disciplines.

**Service Schedule D – Strategic & Referral Partners**

Businesses and professionals collaborating with Axiom One through referrals, strategic alliances, introductions, joint opportunities and other commercial partnerships.

# SERVICE SCHEDULE A

## Associate Consultants

## Application

This Service Schedule forms part of the Axiom One Supplier, Associate & Delivery Partner 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 Supplier, Associate & Delivery Partner Agreement shall apply.

Where there is any inconsistency between this Service Schedule and the Axiom One Supplier, Associate & Delivery Partner Agreement, this Service Schedule shall prevail only to the extent necessary to give effect to the Services described herein.

## 1. Purpose

The purpose of this Service Schedule is to establish the standards, responsibilities and expectations applicable to Associate Consultants engaged by Axiom One to provide professional consultancy services on behalf of, or in support of, Axiom One.

Associate Consultants are trusted representatives of Axiom One and play a key role in delivering high-quality services, protecting Client relationships and maintaining the reputation and professional standards of Axiom One.

This Schedule applies whether the Associate Consultant is engaged for a single assignment, a defined project or an ongoing retained arrangement.

## 2. Scope of Services

Subject to the Proposal, Associate Consultants may be engaged to provide one or more of the following services.

### Commercial Consultancy

- Commercial Advisory
- Commercial Management
- Commercial Reporting
- Commercial Reviews
- Commercial Oversight
- Commercial Protection
- Commercial Governance
- Commercial Strategy
- Commercial Investigations

### Quantity Surveying

- Cost Planning
- Cost Management
- Procurement Support
- Tendering
- Valuations
- Variations
- Final Accounts
- Cost Reporting
- Cost Value Reconciliations (CVRs)
- Cashflow Forecasting

### Project Services

- Project Monitoring
- Employer Representation
- Contract Reviews
- Commercial Risk Management
- Procurement Management



- Programme Reviews
- Project Delivery Support
- Independent Commercial Oversight

**Strategic Advisory**

- Board Advisory
- Director Mentoring
- Strategic Planning
- Business Improvement
- Workshop Delivery
- Independent Commercial Challenge
- Leadership Support
- Other agreed consultancy services.

## 3. Delivery of the Services

The Associate Consultant shall:

- personally perform the Services unless otherwise agreed by Axiom One;
- exercise appropriate professional judgement;
- deliver the Services using reasonable skill, care and diligence;
- comply with Axiom One's reasonable instructions;
- work collaboratively with Axiom One Personnel and other appointed suppliers;
- maintain regular communication with Axiom One throughout the engagement;
- promptly report any issue that may affect the Client, the Services or Axiom One.

The Associate Consultant shall not present personal opinions as representing the official position of Axiom One unless authorised to do so.

## 4. Deliverables



Depending upon the engagement, Deliverables may include:

- commercial reports;
- recommendations;
- procurement documentation;
- tender evaluations;
- quantity surveying documentation;
- cost reports;
- commercial dashboards;
- board reports;
- presentations;
- workshop outputs;
- meeting notes;
- action plans;
- project documentation;
- other agreed Deliverables.

Deliverables shall be prepared to an appropriate professional standard and submitted in accordance with the agreed programme.

## 5. Professional Responsibilities

The Associate Consultant shall:

- maintain the highest standards of professional conduct;
- act honestly, ethically and with integrity;
- maintain appropriate professional qualifications where applicable;
- undertake appropriate Continuing Professional Development;
- maintain appropriate insurance;
- comply with applicable legislation and recognised industry standards;
- disclose any actual or potential conflict of interest immediately;
- avoid any action that may adversely affect Axiom One or its Clients;
- cooperate with reasonable quality assurance procedures implemented by Axiom One.

## 6. Client Relationships



The Associate Consultant acknowledges that all Client relationships remain the exclusive commercial relationships of Axiom One.

Accordingly, the Associate Consultant shall not:

- accept direct instructions from a Client without Axiom One's authority;
- negotiate fees directly with a Client;
- issue quotations or proposals;
- undertake additional work without Axiom One's approval;
- enter into contracts on behalf of Axiom One;
- promote competing services;
- undermine Axiom One's commercial relationship with any Client.

Where additional work is identified, the Associate Consultant shall notify Axiom One and await further instruction.

## 7. Performance Standards

The Associate Consultant shall:

- meet agreed deadlines;
- respond promptly to communications from Axiom One;
- maintain accurate records;
- attend meetings as reasonably required;
- keep Axiom One informed of progress;
- notify Axiom One immediately of any issue affecting delivery;
- maintain appropriate standards of appearance and behaviour when representing Axiom One;
- protect the reputation and professional standing of Axiom One at all times.

## 8. Intended Outcomes



This Service Schedule is intended to ensure that Associate Consultants:

- deliver consistently high-quality professional services;
- provide independent and objective commercial advice;
- strengthen Client confidence in Axiom One;
- contribute positively to the Axiom One brand;
- support successful project and business outcomes;
- protect the commercial interests of Axiom One and its Clients.

Nothing within this Service Schedule guarantees any particular commercial or project outcome.

## 9. Applicable Provisions

The provisions of the Axiom One Supplier, Associate & Delivery Partner Agreement relating to Confidentiality, Intellectual Property & Methodologies, Information Security, Data Protection & Artificial Intelligence, Relationship Protection, Non-Solicitation, Non-Dealing & Non-Circumvention, Fees & Payment, Insurance, Liability, Term & Termination, Return of Property & Information, General Provisions and Governing Law apply equally to this Service Schedule.



# SERVICE SCHEDULE B

## Operational Support Services

## Application

This Service Schedule forms part of the Axiom One Supplier, Associate & Delivery Partner 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 Supplier, Associate & Delivery Partner Agreement shall apply.

Where there is any inconsistency between this Service Schedule and the Axiom One Supplier, Associate & Delivery Partner Agreement, this Service Schedule shall prevail only to the extent necessary to give effect to the Services described herein.

## 1. Purpose

The purpose of this Service Schedule is to establish the standards, responsibilities and expectations applicable to individuals and organisations providing operational, administrative or business support services to Axiom One.

Operational Support Services are fundamental to the efficient operation of Axiom One and often involve access to confidential information, business systems, client records and internal processes. Accordingly, Suppliers



providing Operational Support Services are expected to maintain the highest standards of professionalism, discretion, accuracy and confidentiality.

## 2. Scope of Services

Subject to the Proposal, Operational Support Services may include one or more of the following.

### Business Administration

- General administration
- Diary management
- Email management
- Document preparation
- Document formatting
- File management
- Data entry
- Business correspondence
- Client onboarding
- Supplier onboarding

### Client Relationship Management

- CRM administration
- Contact management
- Opportunity tracking
- Pipeline management
- Follow-up activities



- Meeting scheduling
- Client communications
- Database maintenance

**Marketing & Communications**

- Social media administration
- Newsletter preparation
- Website updates
- Marketing administration
- Event administration
- Content scheduling
- Presentation preparation
- Brand administration

**Operational Support**

- Business systems administration
- Process administration
- Workflow management
- Project administration
- Procurement administration
- Financial administration
- Research
- Reporting
- Other agreed operational support services.

## 3. Delivery of the Services



The Operational Support Supplier shall:

- perform the Services diligently and professionally;
- follow Axiom One's documented procedures and reasonable instructions;
- maintain accurate records;
- ensure work is completed within agreed timescales;
- communicate promptly regarding progress and issues;
- escalate concerns where appropriate;
- maintain appropriate attention to detail;
- support continuous improvement of Axiom One's systems and processes.

## 4. Deliverables

Depending upon the engagement, Deliverables may include:

- administrative records;
- CRM updates;
- formatted documents;
- reports;
- databases;
- presentations;
- marketing material;
- newsletters;
- meeting notes;
- process documentation;
- research summaries;
- business records;
- other agreed Deliverables.



All Deliverables shall become the property of Axiom One upon creation.

## 5. Professional Responsibilities

The Operational Support Supplier shall:

- maintain strict confidentiality;
- protect all Information Assets;
- exercise appropriate care when handling Client information;
- comply with Axiom One procedures;
- maintain accurate records;
- avoid unauthorised disclosure of information;
- immediately report any data security concerns;
- maintain a professional standard of communication.

## 6. Systems & Information Management

Where access to Axiom One systems is provided, the Supplier shall:

- use systems solely for authorised business purposes;
- maintain the security of passwords and login credentials;
- avoid unauthorised downloading or copying of information;
- maintain accurate CRM records;
- ensure information entered into business systems is complete and accurate;
- promptly report any technical issue affecting security or business continuity;
- return or delete information immediately upon request.

## 7. Client & Business Relationships

The Operational Support Supplier acknowledges that, through the performance of the Services, they may become aware of confidential commercial information, client relationships, strategic opportunities and internal business processes.

The Supplier shall not:

- contact Clients other than in accordance with Axiom One's instructions;
- provide services directly to Axiom One Clients;
- exploit business opportunities identified through Axiom One;
- use confidential information for personal or third-party benefit;
- undermine Axiom One's commercial relationships;
- represent Axiom One outside the authority granted by Axiom One.

## 8. Intended Outcomes

This Service Schedule is intended to ensure that Operational Support Services:

- strengthen the efficiency of Axiom One;
- support exceptional Client service;
- maintain accurate business information;
- protect confidential information;
- support effective business systems;
- enhance operational consistency;



- contribute positively to the reputation and professionalism of Axiom One.

Nothing within this Service Schedule guarantees any particular commercial outcome.

## 9. Applicable Provisions

The provisions of the Axiom One Supplier, Associate & Delivery Partner Agreement relating to Confidentiality, Intellectual Property & Methodologies, Information Security, Data Protection & Artificial Intelligence, Relationship Protection, Non-Solicitation, Non-Dealing & Non-Circumvention, Fees & Payment, Insurance, Liability, Term & Termination, Return of Property & Information, General Provisions and Governing Law apply equally to this Service Schedule.

# SERVICE SCHEDULE C

## Specialist Delivery Partner

## Application

This Service Schedule forms part of the Axiom One Supplier, Associate & Delivery P Partner 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 Supplier, Associate & Delivery Partner Agreement shall apply.

Where there is any inconsistency between this Service Schedule and the Axiom One Supplier, Associate & Delivery Partner Agreement, this Service Schedule shall prevail only to the extent necessary to give effect to the Services described herein.

## 1. Purpose

The purpose of this Service Schedule is to establish the standards, responsibilities and expectations applicable to Specialist Delivery Partners engaged by Axiom One to provide specialist professional, technical or regulated services in support of Axiom One or its Clients.

Specialist Delivery Partners provide expertise outside Axiom One's core service offering, enabling Axiom One to deliver comprehensive, multi-



disciplinary solutions whilst maintaining a single point of coordination for the Client.

## 2. Scope of Services

Subject to the Proposal, Specialist Delivery Partners may provide one or more of the following services.

**Professional Services**

- Legal Services
- Accountancy Services
- Tax Advisory
- Audit Support
- Financial Consultancy
- Funding Consultancy
- Insurance Consultancy
- HR Consultancy
- Employment Advisory
- Business Consultancy

**Technical Services**

- Planning Consultancy
- Architectural Services
- Engineering Consultancy
- Environmental Consultancy
- ESG Consultancy
- Sustainability Consultancy



- Health & Safety Consultancy
- Principal Designer Services
- Building Regulations Consultancy
- Technical Compliance

**Digital & Technology Services**

- IT Support
- Cyber Security
- CRM Development
- Software Development
- AI Implementation
- Systems Integration
- Data Management
- Website Development
- Digital Marketing

**Specialist Advisory Services**

- Expert Witness Services
- Dispute Resolution
- Mediation
- Commercial Investigations
- Due Diligence
- Business Intelligence
- Research
- Training
- Other agreed specialist services.

## 3. Delivery of the Services

The Specialist Delivery Partner shall:

- provide the Services with reasonable skill, care and diligence;
- comply with all applicable legislation, regulations and professional standards;
- maintain all qualifications, licences and registrations required for the Services;
- cooperate with Axiom One and other appointed advisers;
- provide timely advice and Deliverables;
- promptly notify Axiom One of any issue affecting the Services;
- clearly communicate any limitations, assumptions or dependencies relating to their advice.

## 4. Deliverables

Depending upon the engagement, Deliverables may include:

- specialist reports;
- technical advice;
- legal opinions;
- financial reports;
- compliance reports;
- designs;
- technical drawings;
- software;



- research;
- presentations;
- implementation recommendations;
- other agreed Deliverables.

Deliverables shall be prepared to an appropriate professional standard and submitted in accordance with the agreed programme.

## 5. Professional Responsibilities

The Specialist Delivery Partner shall:

- maintain appropriate professional qualifications and memberships;
- maintain appropriate insurance;
- comply with recognised professional codes of conduct;
- declare any actual or potential conflicts of interest;
- maintain independence where required;
- cooperate with Axiom One's quality assurance processes;
- immediately notify Axiom One of any matter likely to affect the quality or integrity of the Services.

## 6. Working with Axiom One



The Specialist Delivery Partner shall recognise that Axiom One remains responsible for managing the overall Client relationship unless expressly agreed otherwise.

Accordingly, the Specialist Delivery Partner shall not:

- vary the agreed scope of Services without Axiom One's approval;
- negotiate fees directly with the Client;
- accept additional instructions outside the agreed engagement;
- enter into contractual commitments on behalf of Axiom One;
- represent itself as acting with authority beyond that expressly granted by Axiom One.

Where additional services are requested by the Client, the Specialist Delivery Partner shall notify Axiom One before accepting any instruction.

## 7. Intended Outcomes

This Service Schedule is intended to ensure that Specialist Delivery Partners:

- provide high-quality specialist expertise;
- complement Axiom One's core service offering;
- strengthen the overall service delivered to Clients;
- support informed decision-making;
- maintain consistent professional standards;
- protect the reputation and commercial interests of Axiom One.

Nothing within this Service Schedule guarantees any particular commercial, financial or project outcome.

## 8. Applicable Provisions

The provisions of the Axiom One Supplier, Associate & Delivery Partner Agreement relating to Confidentiality, Intellectual Property & Methodologies, Information Security, Data Protection & Artificial Intelligence, Relationship Protection, Non-Solicitation, Non-Dealing & Non-Circumvention, Fees & Payment, Insurance, Liability, Term & Termination, Return of Property & Information, General Provisions and Governing Law apply equally to this Service Schedule

# SERVICE SCHEDULE D

## Strategic & Referral Partners

## Application

This Service Schedule forms part of the Axiom One Supplier, Associate & Delivery Partner 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 Supplier, Associate & Delivery Partner Agreement shall apply.

Where there is any inconsistency between this Service Schedule and the Axiom One Supplier, Associate & Delivery Partner Agreement, this Service Schedule shall prevail only to the extent necessary to give effect to the Services described herein.

## 1. Purpose

The purpose of this Service Schedule is to establish the principles, responsibilities and expectations applicable to Strategic & Referral Partners working collaboratively with Axiom One.

Strategic & Referral Partners play an important role in expanding professional networks, creating opportunities, strengthening service delivery and providing Clients with access to trusted specialist expertise. These



relationships are founded upon professionalism, integrity, mutual trust and a commitment to delivering value for Clients.

## 2. Scope of Collaboration

Subject to the Proposal or other written agreement, Strategic & Referral Partners may collaborate with Axiom One in one or more of the following ways.

**Referral Services**

- Client referrals
- Opportunity introductions
- Professional introductions
- Lead generation
- Business development support

**Strategic Collaboration**

- Joint business development
- Joint service delivery
- Strategic alliances
- Collaborative projects
- Cross-sector partnerships
- Industry initiatives

**Professional Support**

- Technical expertise
- Industry knowledge



- Subject matter expertise
- Market intelligence
- Event participation
- Speaking engagements
- Panel discussions
- Business development activities

**Other Agreed Collaboration**

Any other collaborative activities agreed in writing between Axiom One and the Strategic & Referral Partner.

## 3. Working Relationship

The Strategic & Referral Partner shall:

- act professionally and in good faith at all times;
- maintain honest and transparent communications;
- protect the reputation and commercial interests of Axiom One;
- promptly disclose any actual or potential conflicts of interest;
- comply with any agreed referral or collaboration processes;
- maintain appropriate confidentiality.

Nothing within this Service Schedule creates an exclusive relationship unless expressly agreed in writing.

## 4. Referrals & Introductions



Unless otherwise agreed in writing:

- all referrals shall remain subject to acceptance by Axiom One;
- Axiom One shall determine whether to pursue any opportunity;
- no commission, referral fee or commercial arrangement shall arise unless separately agreed in writing;
- each party shall accurately represent the services offered by the other and shall not make representations beyond their authority.

## 5. Client Relationships

Where a Strategic & Referral Partner introduces a Client to Axiom One, or Axiom One introduces a Client or Introduced Party to the Strategic & Referral Partner, each party shall:

- respect the commercial relationship of the introducing party;
- avoid any action intended to circumvent the introducing party;
- comply with the Relationship Protection provisions contained within the Axiom One Supplier, Associate & Delivery Partner Agreement;
- promptly notify the other party of any material opportunity arising from the introduction where required by any separate commercial arrangement.

## 6. Brand & Reputation

The Strategic & Referral Partner shall not:



- use the Axiom One name, logo or branding without prior written permission;
- imply any partnership, joint venture or authority beyond that expressly agreed;
- make misleading or inaccurate statements regarding Axiom One or its Services;
- undertake any action likely to damage the reputation or goodwill of Axiom One.

Any approved use of Axiom One branding shall comply with Axiom One's brand guidelines and may be withdrawn by Axiom One at any time.

## 7. Intended Outcomes

This Service Schedule is intended to:

- encourage long-term professional relationships;
- promote collaborative working;
- generate mutually beneficial opportunities;
- strengthen professional networks;
- enhance the services available to Clients;
- protect the commercial interests and reputation of all parties.

Nothing within this Service Schedule guarantees referrals, introductions, opportunities or commercial success.

## 8. Applicable Provisions



The provisions of the Axiom One Supplier, Associate & Delivery Partner Agreement relating to Confidentiality, Intellectual Property & Methodologies, Information Security, Data Protection & Artificial Intelligence, Relationship Protection, Non-Solicitation, Non-Dealing & Non-Circumvention, Fees & Payment (where applicable), Insurance (where applicable), Liability, Term & Termination, Return of Property & Information, General Provisions and Governing Law apply equally to this Service Schedule.