

**RELENTICA LIMITED**

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v1.2

RELENTICA ASSOCIATE AGREEMENT

Welcome

Thank you for becoming a Relentica Associate.

The Relentica Associate Network brings together experienced independent professionals across technology, digital, data, AI, cyber security, business transformation and leadership. Our Associates are an extension of Relentica, working alongside us to help clients achieve sustainable growth through trusted advice, exceptional delivery and long-term partnerships.

We believe the strongest relationships are built on trust, integrity, professionalism and mutual respect. This Agreement establishes the framework under which Relentica and the Associate work together. It sets out our respective rights, responsibilities and expectations whilst recognising that both parties remain independent businesses.

This Agreement provides the basis for an ongoing relationship between Relentica and the Associate. Individual Client engagements will be governed by separate Statements of Work ("SoW"), which define the specific Services, Deliverables, commercial arrangements and Client requirements for each assignment.

Parties:

[COMPANY NAME], a company registered in [England and Wales] under company number [insert company number], whose registered office is at [insert registered office address].

<< OR – DELETE AS APPROPRIATE >>

[INDIVIDUAL], whose lives at [insert home address].

and

Relentica Limited, a company registered in England and Wales under company number 09693488 whose registered office is at 13 Woodbourne Road, Stockport, SK4 5AL.

1. Definitions

In this Agreement, unless the context otherwise requires:

Agreement means this Associate Agreement, together with any schedules or amendments agreed in writing by both parties.

Associate means the individual or organisation entering into this Agreement with Relentica for the purpose of providing professional services.

Associate Network means the network of approved independent professionals maintained by Relentica.

Client means any existing, prospective or former customer of Relentica, or any organisation with whom Relentica is actively pursuing a business opportunity.

Confidential Information means all commercial, financial, technical, operational or other information disclosed by one party to the other, whether verbally, electronically or in writing, including but not limited to client information, proposals, pricing, methodologies, intellectual property, software, business plans, strategies, contacts and commercially sensitive information, whether marked as confidential or not.

Intellectual Property means all copyright, trademarks, trade names, patents, database rights, software, methodologies, frameworks, templates, documentation, know-how and any other intellectual property rights, whether registered or unregistered.

Services means the professional services provided by the Associate under a Statement of Work.

Statement of Work ("SoW") means the document agreed between Relentica and the Associate describing the services to be delivered for a particular Client engagement.

Relentica means Relentica Limited.

Confidential Information shall not include information which:

- is already in the public domain other than through a breach of this Agreement;
- was lawfully known to the receiving party before disclosure;
- is independently developed without reference to the Confidential Information; or
- is lawfully obtained from a third party without restriction.

2. Purpose

The purpose of this Agreement is to establish an ongoing, non-exclusive relationship between Relentica and the Associate.

The Associate joins the Relentica Associate Network as an approved independent professional who may be engaged by Relentica to provide services to its Clients under individual Statements of Work.

This Agreement establishes the principles under which the parties agree to work together. It does not create any obligation for Relentica to offer work, nor does it oblige the Associate to accept work offered by Relentica.

Each Client engagement shall be documented separately within an agreed Statement of Work, which will set out:

- the Client;
- the Services to be provided;
- the Deliverables;
- the duration of the engagement;
- commercial arrangements;
- expenses;

- payment terms; and
- any Client-specific obligations.

Where any inconsistency exists between this Agreement and an agreed Statement of Work, the Statement of Work shall take precedence in relation to that engagement only.

Both parties acknowledge that successful Client relationships are built on trust, professionalism and collaboration. They agree to work together in good faith to deliver the highest standards of service whilst protecting each other's commercial interests.

3. Independent Relationship

The parties acknowledge and agree that the Associate is engaged as an independent business and not as an employee, worker, partner or agent of Relentica.

Nothing contained within this Agreement shall be interpreted as creating:

- a contract of employment;
- a partnership;
- a joint venture;
- an agency relationship; or
- any obligation for either party to provide or accept future work.
- The Associate shall remain responsible for:
 - their own business operations;
 - taxation, National Insurance and statutory obligations;
 - maintaining all licences, qualifications and certifications required to perform the Services;
 - maintaining appropriate professional insurances; and
 - providing their own equipment unless otherwise agreed in writing within a Statement of Work.

Relentica shall remain responsible for its own business operations and Client relationships.

The Associate remains free to provide services to other organisations, provided that such activities:

- do not create an actual or perceived conflict of interest;
- do not breach the confidentiality obligations contained within this Agreement;
- do not conflict with any active Statement of Work; and
- do not breach the Client Protection provisions contained within this Agreement.

Neither party shall be under any obligation to enter into future Statements of Work and either party may decline opportunities without prejudice to the ongoing Associate relationship.

Nothing within this Agreement shall prevent Relentica from engaging other Associates, employees or third parties to provide similar services.

The Associate retains control over the management of their own business and is responsible for determining how the Services are delivered, subject to meeting the agreed deliverables, timescales, quality standards and Client requirements set out within the applicable Statement of Work.

The Associate may propose a suitably skilled and qualified substitute to perform some or all of the Services, subject to the terms of the applicable Statement of Work and Relentica's prior written approval. Relentica shall not unreasonably withhold approval, but may take into account the requirements of the engagement and any reasonable requirements or approval rights of the Client.

Where a substitute is approved, the Associate shall remain responsible for the delivery of the Services and for the acts and omissions of the substitute. The Associate shall be responsible for engaging and paying the substitute and ensuring that the substitute complies with all obligations applicable to the Services, including confidentiality, information security and Client requirements.

The applicable Statement of Work may specify additional requirements or restrictions relating to substitution.

4. Becoming a Relentica Associate

Relentica seeks to build long-term relationships with trusted professionals who share its values, standards and commitment to delivering exceptional outcomes for Clients.

Admission to the Relentica Associate Network is by invitation and at the sole discretion of Relentica.

The typical onboarding process will include:

- completion of an Associate Profile;
- an introductory discussion to understand the Associate's experience, expertise and preferred ways of working;
- review of the Associate's skills, availability and suitability for the Associate Network; and
- acceptance of this Associate Agreement.

Relentica may request additional information during the onboarding process, including evidence of qualifications, certifications, insurance or references where appropriate.

Acceptance into the Associate Network does not guarantee future work, nor does it create any obligation for Relentica to offer work or for the Associate to accept work.

5. Working Together

Relentica believes successful partnerships are built on professionalism, trust, integrity and mutual respect.

Both parties agree to work collaboratively and in good faith to deliver the highest standards of service for Clients.

Relentica will:

- treat Associates professionally and with respect;
- be open and transparent regarding opportunities and commercial arrangements;
- provide sufficient information to enable the Associate to assess and deliver assignments effectively;
- support Associates throughout Client engagements where appropriate;

- pay invoices in accordance with the agreed Statement of Work; and
- protect the Associate's Confidential Information.

The Associate agrees to:

- deliver Services with reasonable skill, care and professionalism;
- act honestly, ethically and with integrity at all times;
- represent Relentica professionally whilst engaged on its behalf;
- deliver Services in accordance with the agreed Statement of Work;
- communicate openly regarding progress, risks and issues;
- promptly declare any actual or potential conflicts of interest;
- maintain appropriate professional knowledge and skills;
- comply with all applicable laws, regulations and Client policies; and
- protect Relentica's reputation and the reputation of its Clients.

Both parties acknowledge that maintaining strong, trusted relationships is fundamental to the success of the Associate Network.

6. Confidentiality

Both parties recognise that, during the course of their relationship, they may receive Confidential Information belonging to the other party or to Relentica's Clients.

Each party agrees to:

- keep all Confidential Information strictly confidential;
- use Confidential Information solely for the purposes of fulfilling this Agreement or an agreed Statement of Work;
- take reasonable steps to protect Confidential Information from unauthorised access, disclosure or misuse;
- only disclose Confidential Information to employees, contractors or professional advisers who have a legitimate need to know and who are bound by equivalent confidentiality obligations; and
- immediately notify the other party if they become aware of any actual or suspected unauthorised disclosure or breach of confidentiality.

The obligations contained within this section shall not apply where the Confidential Information:

- is already publicly available through no fault of the receiving party;
- was lawfully known prior to disclosure;
- has been independently developed without reference to the Confidential Information; or
- has been lawfully obtained from another source without restriction.

Each party shall ensure that access to Confidential Information is restricted to those individuals who have a legitimate business need to know and who are subject to equivalent confidentiality obligations.

Each party shall promptly notify the other of any actual or suspected loss, unauthorised disclosure, cyber incident or security breach affecting Confidential Information.

Where disclosure is required by law or by a regulatory authority, the receiving party shall, where legally permitted, notify the disclosing party in advance and cooperate in limiting the disclosure where reasonably possible.

Upon request, or upon termination of this Agreement, each party shall promptly return or securely destroy any Confidential Information belonging to the other party, unless required by law to retain it.

Neither party shall retain copies of Confidential Information except where required by law, regulation or legitimate business record-keeping requirements.

The obligations contained within this section shall continue throughout the term of this Agreement and for a period of five (5) years following its termination.

Where a Client requires a separate confidentiality agreement or non-disclosure agreement, the Associate agrees to enter into such agreement before commencing work on that Client engagement.

Nothing within this Agreement grants either party any ownership rights, licence or interest in the Confidential Information of the other party.

The parties acknowledge that unauthorised disclosure or misuse of Confidential Information may cause irreparable harm for which damages alone may not be an adequate remedy. Accordingly, either party shall be entitled to seek injunctive or equitable relief in addition to any other remedies available at law.

7. Statements of Work

No Services shall be provided under this Agreement unless agreed in a separate Statement of Work.

Each Statement of Work shall, as a minimum, define:

- the Client;
- the scope of the Services;
- the Deliverables and expected outcomes;
- the commencement date and expected duration;
- the location and method of delivery;
- the commercial arrangements, including rates or fixed fees;
- expenses and reimbursement arrangements;
- invoicing and payment terms; and
- any Client-specific obligations, policies or compliance requirements.

A Statement of Work may be amended only by written agreement between Relentica and the Associate.

Where any provision of a Statement of Work conflicts with this Agreement, the Statement of Work shall take precedence for that engagement only.

Each Statement of Work constitutes a separate engagement. Completion or termination of one Statement of Work does not create any right or expectation that further work will be offered.

8. Commercial Principles

Commercial arrangements for each engagement shall be agreed between Relentica and the Associate before work commences and documented within the applicable Statement of Work.

Depending on the nature of the engagement, the Statement of Work may include, but is not limited to:

- day rate engagements;
- fixed price engagements;
- retained services;
- milestone-based payments;
- outcome-based commercial arrangements;
- revenue sharing arrangements;
- referral or introduction fees;
- expenses and reimbursement arrangements;
- payment terms and invoicing schedules; and
- Client-specific commercial requirements.

Unless otherwise agreed in writing, Relentica shall contract directly with the Client and invoice the Client for the Services provided.

The Associate shall invoice Relentica in accordance with the applicable Statement of Work and Relentica shall pay the Associate in accordance with the agreed payment terms.

Associates are encouraged to introduce new business opportunities to Relentica. Where an opportunity is introduced by an Associate, the commercial arrangements relating to that opportunity shall be agreed before any proposal or commitment is made to the prospective Client.

The Associate shall not commit Relentica to any commercial, contractual or legal obligation without Relentica's prior written authority.

Nothing in this Agreement shall create any entitlement for the Associate to future work, minimum levels of work or exclusivity unless expressly agreed in writing.

9. Client Protection and Non-Circumvention

Relentica invests significant time, effort and resources in developing Client relationships, prospective Client relationships, proposals, commercial opportunities and its reputation. The Associate acknowledges the value of that investment and agrees to protect it.

During the term of this Agreement and for a period of eighteen (18) months following completion of the Associate's final Statement of Work with Relentica and relating to the relevant Client, the Associate shall not, without Relentica's prior written consent, directly or indirectly:

- solicit or actively seek to contract directly with any Client or prospective Client introduced to the Associate by Relentica where doing so would circumvent Relentica or deprive Relentica of the benefit of its Client relationship or introduction;
- where a Client or prospective Client introduced by Relentica approaches the Associate directly regarding potential work, promptly notify Relentica and discuss in good faith how the opportunity should be managed before accepting the engagement.

- circumvent Relentica in relation to any Client, prospective Client, introduction or opportunity introduced, identified, developed or pursued by Relentica;
- use Relentica's proposals, pricing, methodologies, commercial information, pipeline information, Statements of Work or Confidential Information for the Associate's own commercial benefit or for the benefit of another person or organisation;
- encourage or assist any Client or prospective Client to reduce, terminate or avoid its relationship with Relentica in favour of engaging the Associate or another person or organisation directly;
- solicit, recruit, employ or engage any employee, Associate, contractor or subcontractor introduced through Relentica or the Associate Network; or
- assist any other person or organisation to do any of the above.

The restrictions in this section shall apply only to Clients, prospective Clients, opportunities and relationships introduced to or materially developed with the Associate through Relentica.

Nothing in this section shall prevent the Associate from continuing a bona fide commercial relationship that existed before the relevant introduction by Relentica, provided the Associate can reasonably demonstrate that prior relationship.

Relentica shall respect Client relationships introduced solely by the Associate. Where an Associate introduces an opportunity to Relentica, the parties shall agree in writing how that relationship and any resulting commercial arrangements will be managed before any proposal or commitment is made to the Client.

The obligations in this section survive termination of this Agreement.

10. Intellectual Property

Each party retains ownership of all Intellectual Property owned or developed by it before entering into this Agreement, or developed independently outside the scope of a Statement of Work.

Unless otherwise agreed in writing or specified within the relevant Client contract or Statement of Work, Intellectual Property created specifically for a Client engagement shall belong to the Client.

The Associate grants Relentica a non-exclusive, royalty-free licence to use, reproduce and provide to the Client any deliverables created under a Statement of Work to the extent necessary for Relentica to fulfil its obligations to that Client.

Where the Associate proposes to use any pre-existing Intellectual Property, third-party materials, tools, software, templates or methodologies in delivering the Services, the Associate shall notify Relentica before use and identify any licence terms, restrictions or costs.

Neither party acquires ownership of the other's Intellectual Property, methodologies, templates, branding, materials or know-how merely by entering into this Agreement or receiving access to them.

The Associate shall not copy, distribute, disclose, adapt or commercially exploit Relentica's proprietary methodologies, templates, proposals, materials or branding except as required to deliver agreed Services under a Statement of Work or with Relentica's prior written consent.

The Associate warrants that the Services and deliverables provided by them will not knowingly infringe the Intellectual Property rights of any third party.

Except as expressly provided in this Agreement or an applicable Statement of Work, nothing in this Agreement grants either party any licence, assignment or other right to use the Intellectual Property of the other party.

11. Information Security and Data Protection

Each party shall comply with all applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018, when processing personal data under this Agreement or any Statement of Work.

Where applicable, the Associate shall comply with Relentica's and the Client's reasonable information security policies, procedures and technical requirements relating to the protection of information, systems and personal data.

The Associate shall promptly notify Relentica of any actual or suspected data breach, cyber security incident or information security event which could affect Relentica, its Clients or any Confidential Information.

12. Insurance

The Associate shall maintain appropriate insurance throughout the term of this Agreement and for the duration of any active Statement of Work.

Unless otherwise agreed in writing or specified within a Statement of Work, the Associate shall maintain:

Professional Indemnity Insurance with a minimum limit of indemnity of £2,000,000.

Public Liability Insurance with a minimum limit of indemnity of £1,000,000.

Where a Client requires higher limits of indemnity or additional insurance, these requirements shall be identified within the applicable Statement of Work.

The Associate shall:

- maintain all required insurance policies throughout each engagement;
- provide evidence of insurance upon request and before commencing a Client assignment where requested;
- notify Relentica immediately if any required insurance expires, is cancelled or materially changes; and
- not commence or continue an assignment where the required insurance is not in place.

Relentica reserves the right to suspend or terminate any Statement of Work where the required insurance is not maintained.

13. Brand & Representation

The Relentica name and reputation are valuable business assets. Associates agree to represent Relentica professionally whenever engaged on its behalf.

Whilst this Agreement remains in force, the Associate may describe themselves as a 'Relentica Associate'. This does not create any employment, partnership or agency relationship.

The Associate is permitted without written consent:

- State they are a “Relentica Associate” on their social media, marketing, CV/resume, LinkedIn Experiences/Work History

The Associate shall not, without Relentica's prior written consent:

- use the Relentica logo, branding or marketing material;
- issue press releases or public announcements on behalf of Relentica;
- commit Relentica to contractual or commercial obligations;
- make public statements that could reasonably be interpreted as representing Relentica's views; or
- present themselves as an employee, director or authorised signatory of Relentica.

Relentica is permitted without written consent:

- State the Associate is a “Relentica Associate” on their website, social media, marketing, including using shared images of the associate, biography and list skills and experience.

14. Annual and Periodic Review

To maintain a high-quality Associate Network, Relentica may carry out an annual or periodic review of each Associate relationship.

The purpose of the review is to ensure that information remains accurate and that both parties continue to see value in the relationship. It is not a performance appraisal.

The review may include:

- contact details;
- CV and professional profile;
- skills, experience and service offerings;
- availability;
- professional qualifications and certifications;
- insurance;
- company details; and
- future areas of collaboration.

Following the review, either party may agree to continue the relationship, update the Associate Profile or bring the Associate relationship to an end in accordance with this Agreement.

15. Termination

Either party may terminate this Agreement by giving not less than thirty (30) days' written notice to the other party.

Relentica may terminate this Agreement immediately by written notice where the Associate:

- commits a material breach of this Agreement which, where capable of remedy, is not remedied within fourteen (14) days of written notice;
- commits fraud, dishonesty or any unlawful act that could reasonably damage the reputation of Relentica or one of its Clients;
- becomes insolvent, enters administration or ceases trading;

- fails to maintain any insurance required under this Agreement or an applicable Statement of Work;
- repeatedly fails to meet the standards of professionalism or quality reasonably expected by Relentica; or
- commits any act or omission which, in Relentica's reasonable opinion, could bring Relentica or one of its Clients into disrepute.

The Associate may terminate this Agreement immediately where Relentica commits a material breach of this Agreement and fails to remedy that breach within fourteen (14) days of written notice.

Termination of this Agreement shall not affect any Statement of Work already in progress unless otherwise agreed in writing or where the relevant Statement of Work is separately terminated.

Upon termination, the Associate shall, where reasonably requested:

- return or securely destroy Confidential Information;
- return any Relentica or Client property;
- cease representing themselves as a Relentica Associate;
- cooperate in an orderly handover of any ongoing work.

Termination of this Agreement shall not affect any rights or obligations which have accrued prior to termination.

The provisions relating to Confidentiality, Intellectual Property, Client Protection & Non-Circumvention, payment obligations and any clauses which by their nature are intended to survive termination shall continue in force.

16. General

16.1 Entire Agreement

This Agreement constitutes the entire agreement between Relentica and the Associate relating to the Associate relationship and supersedes all previous discussions, correspondence, understandings or agreements relating to its subject matter.

16.2 Variations

No amendment or variation to this Agreement shall be effective unless made in writing and signed by both parties.

16.3 Waiver

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or of any other rights under this Agreement.

16.4 Severability

If any provision of this Agreement is found to be invalid, unlawful or unenforceable, that provision shall be deemed severed and the remainder of the Agreement shall remain in full force and effect.

16.5 Assignment

The Associate may not assign, transfer or subcontract any rights or obligations under this Agreement without the prior written consent of Relentica.

Relentica may assign this Agreement as part of a business transfer, acquisition or group reorganisation.

16.6 Right To Work

The Associate shall ensure that they and any person engaged by them to perform the Services have and maintain all necessary rights, permissions, visas and other authorisations required to lawfully perform the Services. The Associate shall provide reasonable evidence of such authorisation to Relentica where required by Relentica or a Client.

16.7 Notices

Any notice under this Agreement shall be given in writing by email or to the registered business address of the receiving party.

16.8 Third Party Rights

Nothing within this Agreement shall confer any rights upon any third party under the Contracts (Rights of Third Parties) Act 1999.

16.9 Governing Law

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

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising from this Agreement.

17. Signatures

This Agreement becomes effective on the date it has been signed by both parties.

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and together shall constitute one agreement.

Signed on behalf of [COMPANY NAME << OR >> INDIVIDUAL] by its duly authorised representative: Signed for and on behalf of Relentica

Signature:

Signature:

Name:

Name:

Position:

Position:

Date:

Date:

DRAFT