



Agreement For Provision Of Market Generation Services To A Company. ("this Agreement")

This Agreement is made between:

Market Generation Services Limited (hereafter "MGS"), whose address is CBX II, West Wing, 382 – 390 Midsummer Boulevard, Milton Keynes MK9 2RG. Company Registration Number 4635464

And:

[Client Company full legal name] (hereafter "the Client"), whose address is *[full address of the client]*. Company Registration Number *[client company registration number]*

Covering:

The supply by MGS of one marketing person (the "Marketer") to the Client, **one day a week, commencing on *[day and date marketing person is to commence]***. **Also for the development of a computer database of contacts** on the Client computer using the ACT Contact Management Software by SAGE.

Subject to the following terms and conditions:

1. The Price:

Each day worked by the Marketer will be invoiced at a rate of £395.00 plus VAT at the standard rate. Invoices will be sent out from MGS by E Mail to the Client's E Mail address (as advised in writing from time to time), on, or immediately thereafter as is practical, the 23rd day of each month in which the Marketer attends the Client's company and will cover all visit dates, of MGS's Marketer, having fallen or falling within that calendar month. Invoices are payable on the 14th day following the end of the month to which the invoice relates. Invoiced amounts should be paid by BACS transfer to the account of Market Generation Services Limited, Account Number *****, held with HSBC Bank PLC ***** Branch, Sort Code ***** quoting your company name as the reference. (Prompt payment of the invoices are respectfully requested owing to the fact that they are predominantly salaries).

In the event of any payment not being paid by the 14th day following the month end covered by the invoice and such invoice remaining unpaid by the Client 14 days thereafter MGS shall, without further notice, withdraw the services of the Marketer until payments are brought current.

In the event of payments due and unpaid after 28 days MGS reserves the right to claim interest on a daily basis at the rate of 20% per annum from due date until date of payment on outstanding balances.

On the first invoice only MGS will charge the Client £180 plus VAT for the supply of one ACT Contact Management Software licence (unless the client is already using ACT Version 10 2008) enabling the MGS preferred software to be set up on the Client's own computer.

2. The Marketer

Will operate from the premises of the Client, (except as may be agreed from time to time between the Marketer and the Client due to inclement weather conditions making a visit inadvisable or dangerous whereupon the Marketer will operate from their home address on the same basis as had they attended the Client's premises), in the Client company name as if they were an employee of the Client. At the Client's premises the Marketer will need to be supplied with somewhere appropriate to work, with an accessible electrical supply and telephone. The Marketer will operate from his own notebook computer during the visit to the Client office but at the end of each day worked data will up load onto the Client's own software.

By the Marketer operating from his own notebook this means that in the event of inclement weather conditions making a visit unadvisable then the service can still be provided, thereby ensuring important continuity of service, from off site. At the end of the day the database and any letters and / or reports will be forwarded to the Client by electronically to be up loaded on to the Client Computer. Also, both the Client and the Marketer will benefit on an ongoing basis from having a completely separate back-up in the event of any disaster. Whilst not encouraged, the Client will as required, be able to make direct contact with the Marketer on days when the Marketer is operating elsewhere (I.E. not on the Client's account) for urgently required clarifications and or copies of corrupted / lost letters prepared on a previous visit to the Client's own premises.

The MGS Marketer will attend your premises and work between:

- 09.00 hours and 17.00 hours with maximum one hour for lunch to be taken between 12.00 hours and 14.00hours.

MGS warrants that the Marketer will dress, act and conduct themself in a professional manner, becoming of an executive of the Client, at all times whilst on the Client's account.

3. The Service

The Marketer supplied by MGS will as required assist with the loading of the ACT database onto the Client's own computer and maintenance thereof on an on-going basis for the Contract period. Also, the Marketer will prepare template letters, as necessary, for the promotion and / or introduction of the Client to potential business prospects. Any promotional literature to be enclosed with such letters will be supplied by the Client at the Clients own cost.

The Marketer will operate in the name of the Client to provide one, or a combination, of the following market generation services:

- Soliciting for desired prospective customers, working from a source of data provided by the Client, and providing an on-going monitoring of identified prospects through to customer status being finalised. Where appropriate maintaining contact with the companies as customers; including collation of feed back on approved status applications or tenders prior to any prospect becoming a customer.
- Cold calling companies that may be appropriate prospects. This service combines monitoring the Client's status on supply chain lists to ensure the Client is not being overlooked for enquires for some reason or another and to open opportunities for the Client to join approved supplier lists where the Client may not already be listed.
- Networking off the Client's own existing customer database and from the Client's past contacts.

The market generation services that MGS provide through its Marketer are principally a door opening service to facilitate the Client. Accordingly, no guarantee of success can be provided

by MGS as the Client remains responsible for securing the best results from the opportunities that these services may give rise to.

4. Grievance Procedure

In the event that the Client feels unhappy with the service they are receiving they should in the first instance discuss this with the Marketer during his visit. Alternatively, the Client should make their feelings known to the MGS Business Development Manager responsible for the Client relationship.

In the event that neither the Marketer nor the Business Development Manager are able to provide satisfaction then the Client should submit details of the grievance, in writing, to MGS addressed for the attention of the Operations Director. The Operations Director or a co-director will make contact with the Client within seven days on the matter. As practical, conversations thereafter should be confirmed in writing.

5. Termination / Suspension

In the event that the Client desires to terminate this Agreement, for any reason whatsoever, they may do so by giving one months notice in writing to MGS, addressed for the attention of the Operations Director. This one months notice is required in order that personnel can be redeployed where practical without loss of income.

In the event that one months notice is not given by the Client this will not in anyway be reason for non payment of those days that the MGS Marketer would have worked for the Client during the one month notice period had this Agreement not been terminated without notice. Accordingly such non worked days will still be invoiced by MS to the client and will still be payable.

In the occurrence of MGS withdrawing its Marketer for reasons of non payment of an invoice by the Client this will be deemed, under the terms of this Agreement, as if the Client had terminated the Agreement without notice and MGS shall be entitled to collect payment in respect of non worked days the Marketer would have worked for the Client during the one month notice period had it been given.

Alternatively the Client may at any time suspend this Agreement with a view to restarting the Service at a later date. However, suspension will, for the purposes of this Agreement, need to be treated in exactly the same manner as termination for notice and invoicing purposes. Upon resumption of this Agreement thereafter MGS will endeavour to supply the same Marketer but cannot guarantee to be able to do so. In the event the original Marketer is unavailable to attend your company MGS will appoint an alternative Marketer appropriate to the Client's business.

6. 48 Week Year Service

MGS recognises that the days surrounding major public holidays in Great Britain are not so productive for the Client. Accordingly, MGS operates a 48 week year policy the result of which means we do not provide the Client with a Marketer (nor does MGS charge the Client for) one week at Easter and three weeks spanning Christmas and New Year. The exact dates will be advised to you a minimum 60 days in advance of the holiday period, in writing, by MGS.

7. Poaching of Personnel

In the event of direct employment of MGS personnel (by personnel we mean either any MGS Business Development Manager and / or any MGS Marketer, whether or not formerly supplied to the Client by MGS or not, or any company in which such personnel are a majority

shareholder either before direct employment or up to 12 months after) by the Client, or any company associated by common shareholder, MGS shall be entitled to an introductory fee equivalent to MGS having supplied the Marketer to the Client for one day a week for a period of one year, I.E. 48 weeks, at the rate of £395.00, + VAT at the standard rate, per day being a total introductory fee payable of £18,960 +VAT, regardless of length of period for which the personnel may have been direct employed; unless the prior written consent of MGS is obtained in advance of direct employment occurring.

8. Governing Law

This agreement shall be construed and governed by English Law.

**For and on behalf of
Market Generation Services Limited**

**For and on behalf of
[Name of the client Company]**

Signed By: [Printed Name of Signatory]

Signed By: [*Printed Name of Signatory*]

Business Development Manager

Position: Director / Company Secretary /
General Manager / Marketing Mgr *

* Delete as appropriate or insert alternate.

Date: [Date of signing]

Date: [*Date of signing*]

NB. This Agreement is required to be completed in triplicate, one original to be retained by the Client, one original to be returned to MGS and the third original to be retained by the Business Development Manager – in case of loss in mailing to MGS of the second original.