

## GENERAL SERVICE AGREEMENT

**THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this 9th day of November, 2023**

**BETWEEN:**

Customer Booking from PICKTIME  
(the "Client")

**- AND -**

Andy Wright of 58 Field Cl, Westbury BA13 3AG, UK  
(the "Contractor").

**BACKGROUND:**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
  - A 121 advice and guidance session for 30 or 60 minutes depending upon the customer requirement. No legal or medical advice is offered. The subject matter can include (for example) DWP procedures, benefit application, how-to's, etc.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to completion of the Services, that Party will be required to provide at least 10 days' notice to the other Party.

#### Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

#### Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in UK Pounds.

#### Compensation

7. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor for the flat fee of £20.00 (30 minutes, non-member) or £25.00 (60 minutes, non-member) or £15.00 (30 minutes, Patreon/Members) or £20.00 (60 minutes, Patreon/Members).
8. A deposit of the full amount as specified in (#7) (the "Deposit") will be payable to the Contractor before any work will begin.
9. The Compensation will be payable, while this Agreement is in force, according to the following payment terms:
  - Payment is made when booking the appointment using PickTime, and paid via Paypal or Stripe system. Full Payment is required for all bookings (prior to booking confirmation). Cancellation requires a notice period of 24 hours or more, and discretionary refunding may be made in part or in full via paypal. Fees can be transferred by agreement (don't make another booking as it will need payment).
10. The Compensation as stated in this Agreement does not include value added tax, or other applicable duties as may be required by law. Any value added tax and duties required by law will be charged to the Client in addition to the Compensation.

### Reimbursement of Expenses

11. The Contractor will not be reimbursed for expenses incurred by the Contractor in connection with providing the Services of this Agreement.

### Confidentiality

12. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
13. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.
14. All written and oral information and materials disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

### Return of Property

15. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

### Capacity/Independent Contractor

16. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

### Notice

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. Customer Booking  
(Details within PICKTIME)

b. Andy Wright  
58 Field Cl, Westbury BA13 3AG, UK

or to such other address as any Party may from time to time notify the other.

#### Indemnification

18. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

#### Legal Expenses

19. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

#### Modification of Agreement

20. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### Time of the Essence

21. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### Assignment

22. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

#### Entire Agreement

23. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### Enurement

24. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

#### Titles/Headings

25. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### Gender

26. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

#### Governing Law

27. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of England, without regard to the jurisdiction in which any action or special proceeding may be instituted.

#### Severability

28. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

#### Waiver

29. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this 9th day of November, 2023.

Electronic Signature \_\_\_\_\_  
Customer Booking

Electronic Signature \_\_\_\_\_  
Andy Wright