

SIMPLE CONTRACT AGREEMENT

Place of Agreement: _____ Parties: _____

Party A (the "First Party"):

Full Name or Company Name: _____

Registered Address: _____

Contact Information: _____

Party B (the "Second Party"):

Full Name or Company Name: _____

Registered Address: _____

Contact Information: _____

Recitals:

WHEREAS, the First Party and the Second Party wish to enter into this Simple Contract Agreement to define their rights and obligations in relation to the matters set forth below; and WHEREAS, both parties agree to be legally bound by the terms and conditions contained herein.

1. Definitions

In this Agreement, unless the context requires otherwise, the following expressions shall have the following meanings: "Agreement" means this Simple Contract Agreement; "Party" means either the First Party or the Second Party; "Parties" means both the First Party and the Second Party collectively.

2. Purpose

The purpose of this Agreement is to set out the terms upon which the Parties will cooperate, perform their respective obligations, and resolve any matters arising between them.

3. Obligations of the Parties

Each Party agrees to perform its obligations in good faith, with due skill and care, and in accordance with all applicable laws and regulations in the United Kingdom. The Parties shall cooperate fully and communicate promptly regarding matters related to this Agreement.

4. Payment Terms

If applicable, the payment terms, including amounts, currency, method, and schedule, shall be agreed in writing by the Parties and attached as a Schedule to this Agreement. All payments shall be made without deduction or set-off, unless otherwise agreed.

5. Term and Termination

This Agreement shall remain in force until all obligations have been fulfilled or until terminated by either Party giving not less than 30 days' written notice to the other Party. Termination shall not affect any rights or liabilities accrued prior to termination.

6. Confidentiality

Each Party shall keep confidential all information obtained from the other Party in connection with this Agreement and shall not disclose it to any third party without prior written consent, except as required by law or to professional advisors bound by confidentiality.

7. Liability and Indemnity

Neither Party shall be liable to the other for any indirect, consequential, or special damages arising out of or in connection with this Agreement. Each Party agrees to indemnify and keep indemnified the other Party against any claims, losses, or damages arising from breach of this Agreement or negligence.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the courts of England and Wales to resolve any dispute arising out of or relating to this Agreement.

9. Entire Agreement

This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior agreements, understandings, or arrangements. No amendment to this Agreement shall be effective unless made in writing and signed by duly authorised representatives of both Parties.

10. Notices

All notices under this Agreement shall be in writing and delivered by hand, pre-paid first-class post or recorded delivery, or email to the respective addresses provided by the Parties. Notices shall be deemed received upon delivery or, if sent by email, upon confirmation of receipt by the recipient.

11. Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The Parties shall negotiate in good faith to replace any invalid provision with a valid provision that most closely matches the original intent.

12. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signed copy sent by email or PDF shall be treated as an original for all purposes.

FIRST PARTY SIGNATURE

SECOND PARTY SIGNATURE

Signature: _____

Signature: _____

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