

DATED

DD MMMM YYYY

CONSULTANCY AGREEMENT

between

ALUMNILAB LTD t/a Whistle

and

This agreement is dated DD MMMM YYYY

Parties

- (1) ALUMNILAB LTD incorporated and registered in England and Wales with company number 11700744 whose registered office is at 201 Haverstock Hill Second Floor C/O Fkgb, London, England, NW3 4QG (**Client**)

- (2) _____ of

_____ (**Consultant**)

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

1.1 Definitions:

- 1 Business of the Client:** Marketing, Sales, Sales Development, Customer Support and other customer or prospective customer facing strategy, consulting, practices, management, operations, systemization, creative and written content, tooling, enablement, research, and support.
- 2 Business Opportunities:** any opportunities which the Consultant becomes aware of during the Engagement which relate to the Business of the Client or which the Client reasonably considers might be of benefit to the Client.
- 3 Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 4 Capacity:** as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.
- 5 Commencement Date:** DD MMMM YYYY
- 6 Client Property:** all equipment, documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Client or its customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant's use by the Client during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant on the Client or the Consultant's computer systems or other electronic equipment during the Engagement.
- 7 Confidential Information:** information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, clients, suppliers, products, affairs and finances of the Client for the time being confidential to the Client and trade secrets including, without limitation, technical data and know-how relating to the Business of the Client or any of its suppliers, customers, clients, agents, distributors, shareholders, management or business contacts, and including (but not limited to) information that the

Consultant creates, develops, receives or obtains in connection with their Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

- 8 **Deliverable:** any outputs of the Services and any other documents or materials provided by the Consultant to the Client as specified in Schedule 1 or in relation to the Services (excluding the Consultant's equipment).
 - 9 **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
 - 10 **Engagement:** the engagement of the Consultant by the Client on the terms of this agreement.
 - 11 **Insurance Policies:** commercial general liability insurance cover, professional indemnity insurance cover and cyber insurance cover.
 - 12 **Intellectual Property Rights:** patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
 - 13 **Invention:** any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.
 - 14 **Services:** the services provided by the Consultant in a consultancy capacity for the Client as more particularly described in Schedule 1.
 - 15 **Termination Date:** the date of termination of this agreement, howsoever arising.
 - 16 **Works:** all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.
- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

2. **Term of engagement**

2.1 The Client shall engage the Consultant and the Consultant shall provide the Services on the terms of this agreement.

2.2 The Engagement shall commence on the Commencement Date and shall continue unless and until terminated:

- (a) as provided by the terms of this agreement; or
- (b) by either party giving to the other not less than 2 weeks' prior written notice if the Consultant has been providing services for more than 3 consecutive months and 5 days' prior notice if the Consultant has been providing services for less than 3 consecutive months.

3. **Duties and obligations**

3.1 During the Engagement the Consultant shall:

- (a) provide the Services, including the Deliverables, with all due care, skill and ability and use their best endeavours to promote the interests of the Client;
- (b) unless prevented by ill health or accident, devote at least XX hours per week to the carrying out of the Services together with such additional time, if any, as may be necessary for their proper performance and ensure that the Deliverables conform in all respects with, and are achieved by any deadlines specified in, Schedule 1 and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Consultant by the Client; and
- (c) promptly give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services, including the Deliverables, or the Business of the Client.

3.2 If the Consultant is unable to provide the Services due to illness or injury, they shall advise the Client of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with 4 in respect of any period during which the Services are not provided.

3.3 The Consultant shall use reasonable endeavours to ensure that they are available at all times on reasonable notice to provide such assistance or information as the Client may require.

3.4 Unless they have been specifically authorised to do so by the Client in writing, the Consultant shall not:

- (a) have any authority to incur any expenditure in the name of or for the account of the Client; or

- (b) hold themselves out as having authority to bind the Client.
- 3.5 The Consultant shall comply with the Client's policies on social media, use of information and communication systems, anti-harassment and bullying, equal opportunities, as may be amended and/or be put in place from time to time and notified to the Consultant.
- 3.6 The Consultant undertakes to the Client that during the Engagement they shall take all reasonable steps to offer (or cause to be offered) to the Client any Business Opportunities as soon as practicable after the same shall have come to their knowledge and, in any event, before the same shall have been offered by the Consultant (or caused by the Consultant to be offered) to any other party provided that nothing in this clause shall require the Consultant to disclose any Business Opportunities to the Client if to do so would result in a breach by the Consultant of any obligation of confidentiality or of any fiduciary duty owed by the Consultant to any third party.
- 3.7 The Consultant may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:
 - (a) the Client will not be liable to bear the cost of such functions; and
 - (b) at the Client's request the third party shall be required to enter into direct undertakings with the Client, including with regard to confidentiality.
- 3.8 The Consultant shall:
 - (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) comply with the Client's ethics and anti-bribery and anti-corruption policies, in each case as the Client may update them from time to time (**Relevant Policies**) as may be introduced from time to time;
 - (d) promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this agreement;
 - (e) ensure that all persons associated with the Consultant or other persons who are performing services in connection with this agreement comply with this 3.11; and
 - (f) at the discretion of the Client, within 1 month of the date of this agreement, and annually thereafter, certify to the Client in writing their compliance with this 3.11. The Consultant shall provide such supporting evidence of compliance as the Client may reasonably request.
- 3.9 Failure to comply with 3.11 may result in the immediate termination of this agreement.
- 3.10 The Consultant shall:
 - (a) not engage in any activity, practice or conduct which would constitute either:

- (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- (b) comply with the Client's anti-facilitation of tax evasion policy or anti-corruption and bribery policy, which is available from the Client, in each case as the Client or the relevant body may update them from time to time;
- (c) promptly report to the Client any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 or any suspected tax evasion offences or facilitation of tax evasion offences, whether under UK law or under the law of any foreign country, in connection with the performance of this agreement;
- (d) ensure that all persons associated with the Consultant or other persons who are performing services in connection with this agreement comply with this 3.13; and
- (e) at the discretion of the Client, within 3 months of the date of this agreement, and annually thereafter, certify to the Client in writing compliance with this 3.13 by the Consultant and all persons associated with the Consultant or other persons who are performing services in connection with this agreement. The Consultant shall provide such supporting evidence of compliance as the Client may reasonably request.

3.11 Failure to comply with 3.13 may result in the immediate termination of this agreement.

4. Fees

- 4.1 The Client shall pay the Consultant a fee of RXXX per hour inclusive of VAT (the **Hourly Rate**). On the 20th day of each month during the Engagement the Consultant shall submit to the Client an invoice which gives details of the hours the Consultant has worked during the month, the Services provided and the amount of the fee payable for the Services during that month.
- 4.2 Any adjustment to the Hourly Rate is at the discretion of the Client and shall be subject to any performance criteria the Client deems appropriate.
- 4.3 In consideration of the provision of the Services during the Engagement, the Client shall pay each invoice submitted by the Consultant in accordance with 4.1 within 1 week of receipt.
- 4.4 The Client shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to the Client at any time.
- 4.5 Payment in full or in part of the fees claimed under 4 shall be without prejudice to any claims or rights of the Client against the Consultant in respect of the provision of the Services.

- 4.6 The Consultant shall bear their own expenses incurred in the course of the Engagement unless, at the discretion of the Client, such expense is agreed in writing by the Client and is subject to production of receipts or other appropriate evidence of payment.
- 4.7 If the Consultant is required to travel abroad in the course of the Engagement, they shall be responsible for any necessary insurances, inoculations and immigration requirements.
- 4.8 If so requested by the Consultant, the Client may provide or pay an advance to the Consultant to purchase a laptop and other such peripheral computer equipment (the **Laptop**) for use during the term of the Engagement. The Consultant shall repay the cost of the Laptop or the Advance in such installments as agreed between the parties (**Laptop Repayment**). Any Laptop Repayments may be made in accordance with clause 4.4.

5. **Other activities**

Nothing in this agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

- (a) such activity does not cause a breach of any of the Consultant's obligations under this agreement;
- (b) the Consultant shall not engage in any such activity if it relates to a business which is similar to or in any way competitive with the Business of the Client without the prior written consent of the Client; and
- (c) the Consultant shall give priority to the provision of the Services to the Client over any other business activities undertaken by the Consultant during the course of the Engagement.

6. **Confidential information**

- 6.1 The Consultant acknowledges that in the course of the Engagement they will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this 6.
- 6.2 The Consultant shall not (except in the proper course of their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
- (a) any use or disclosure authorised by the Client or required by law; or
 - (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.
- 6.3 At any stage during the Engagement, the Consultant will promptly on request return all and any Client Property in their possession to the Client.

7. **Data protection**

- 7.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK and any other relevant jurisdiction where personal data may be transferred to and from, relating to the use of personal data (as defined in the Data Protection Legislation (**Personal Data**)) and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679), and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).
- 7.2 The Consultant shall ensure that they have in place appropriate technical or organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:
- (a) pseudonymising and encrypting Personal Data;
 - (b) ensuring confidentiality, integrity, availability and resilience of its systems and services;
 - (c) ensuring that availability of and access to personal data can be restored in a timely manner after an incident; and
 - (d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- 7.3 The Client does not agree to the Consultant appointing any third-party processor of Personal Data under this agreement.
- 7.4 The Consultant shall have personal liability for and shall indemnify the Client for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by the Consultant of the Data Protection Legislation, and shall maintain in force full and comprehensive Insurance Policies.

8. **Intellectual property**

- 8.1 The Consultant hereby assigns to the Client all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Consultant holds legal title in these rights and inventions on trust for the Client.
- 8.2 The Consultant undertakes:
- (a) to notify to the Client in writing full details of any Inventions promptly on their creation;

- (b) to keep details of all Inventions confidential;
- (c) whenever requested to do so by the Client and in any event on the termination of the Engagement, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in their possession, custody or power;
- (d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Client; and
- (e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Client.

8.3 The Consultant warrants to the Client that:

- (a) they have not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
- (b) they are unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
- (c) the use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe the rights of any third party.

8.4 The Consultant agrees to indemnify the Client and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Client, or for which the Client may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Consultant to the Client during the course of providing the Services. The Consultant shall maintain adequate liability insurance coverage and ensure that the Client's interest is noted on the policy, and shall supply a copy of the policy to the Client on request. The Client may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

8.5 The Consultant waives any moral rights in the Works to which they are now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials infringes the Consultant's moral rights.

8.6 The Consultant acknowledges that, except as provided by law, no further fees or compensation other than those provided for in this agreement are due or may become due to the Consultant in respect of the performance of their obligations under this 8.

8.7 The Consultant undertakes, at the expense of the Client, at any time either during or after the Engagement, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the Client, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name

of the Client and to defend the Client against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works and the Inventions.

- 8.8 The Consultant irrevocably appoints the Client to be their attorney in their name and on their behalf to execute documents, use the Consultant's name and do all things which are necessary or desirable for the Client to obtain for itself or its nominee the full benefit of this clause.

9. **Insurance and liability**

- 9.1 The Consultant shall have personal liability for and shall indemnify the Client for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant of the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.
- 9.2 The Consultant shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Client and that the level of cover and other terms of insurance are acceptable to and agreed by the Client.
- 9.3 The Consultant shall on request supply to the Client copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 9.4 The Consultant shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify the Client without delay.

10. **Termination**

- 10.1 Notwithstanding the provisions of 2.2, the Client may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:
- (a) commits any gross misconduct affecting the Business of the Client;
 - (b) commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Client;
 - (c) is convicted of any criminal offence (other than an offence for which a fine or non-custodial penalty is imposed);
 - (d) is in the reasonable opinion of the Client negligent or incompetent in the performance of the Services;
 - (e) is declared bankrupt or makes any arrangement with or for the benefit of their creditors;

- (f) dies or is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 12 weeks in any 52-week consecutive period;
- (g) commits any fraud or dishonesty or acts in any manner which in the opinion of the Client brings or is likely to bring the Consultant or the Client into disrepute or is materially adverse to the interests of the Client;
- (h) commits any breach of the Client's policies and procedures;
- (i) commits any offence under the Bribery Act 2010 or equivalent foreign legislation (if any) in the jurisdiction where the Consultant has their address above; or
- (j) commits a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

10.2 The rights of the Client under 10.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Consultant as having brought the agreement to an end. Any delay by the Client in exercising its rights to terminate shall not constitute a waiver of these rights.

11. **Obligations on termination**

On the Termination Date the Consultant shall, at the Client's discretion:

- (a) immediately deliver to the Client all Client Property and original Confidential Information in their possession or under their control;
- (b) subject to the Client's data retention guidelines, irretrievably delete any information relating to the Business of the Client stored on any magnetic or optical disk or memory (including but not limited to any Confidential Information) and all matter derived from such sources which is in their possession or under their control outside the premises of the Client. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information and, as such, must be deleted from personal social or professional networking accounts
- (c) if on the Termination Date the balance of outstanding Laptop Repayments for the Laptop or Advance exceeds \$250, the Consultant shall at the Consultant's expense return the Laptop to an address notified in writing to the Consultant by the Client. Alternatively, the Client may set off the balance of outstanding Laptop Repayments against any sums owed by the Client to the Consultant at the Termination date; and
- (d) provide a signed statement that they have complied fully with their obligations under this 11, together with such evidence of compliance as the Client may reasonably request.

12. **Status**

12.1 The relationship of the Consultant to the Client will be that of independent contractor and nothing in this agreement shall render them an employee, worker, agent or partner of the Client and the Consultant shall not hold themselves out as such.

- 12.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Client for and in respect of:
- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify the Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Client's negligence or wilful default; and
 - (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant against the Client arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Client.
- 12.3 The Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

13. Notices

- 13.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be sent by email to the following addresses (or an address substituted in writing by the party to be served):
- (i) Client: david@callwhistle.com.
 - (ii) Consultant: email@email.com

Unless proven otherwise, any notice shall be deemed to have been received if sent by email, at the time of transmission.

- 13.2 If deemed receipt under 13.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this 13.3, business hours on a day that is not a public holiday in the place of receipt.
- 13.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

14. Entire agreement

- 14.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 14.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

14.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

15. Variation

No variation of this agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. Severance

16.1 If any provision or part-provision of the agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this 16 shall not affect the validity and enforceability of the rest of the agreement.

16.2 If any provision or part-provision of this agreement is deemed deleted under this clause 16, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. Counterparts

This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

18. Third party rights

18.1 Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

18.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

19. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by David Zeff
for and on behalf of Alumnilab Ltd

.....
Director

Signed by _____

.....

Schedule 1 **Services**

RESPONSIBILITIES
<ul style="list-style-type: none"> To be determined

Job Title:	SDR		
Department :	Sales	HR Contact:	Lynne Cumings

Reports to:	SDR Director
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ROLE

A sales development representative (SDR) is an inside sales representative that focuses on outreach, prospecting, and lead qualification. SDRs don't focus on closing business, but connecting with as many leads as possible and determining if they're good customer fits. SDRs move leads through the sales pipeline. The Sales Development Representatives responsibilities is to respond to potential leads turning them from SQL to MQL. Soliciting potential customers, facilitating sales and connecting customers with the right sales person.

RESPONSIBILITIES
<ul style="list-style-type: none"> Applying strategies to draw in potential buyers or to solicit new potential customers. Initiating contact with potential customers through cold-calling or responding to inquiries generated from advertisements. Creating relationships with customers to identify their potential needs and qualify their interests and viability to drive sales. Presenting product information to customers once you have identified their needs. Moving solid leads through the marketing funnel, connecting them to a salesperson, and arranging in-person meetings, emails, or phone calls. Following up with potential customers who expressed interest but did not purchase any goods or services.

- Performing regular follow-up calls or emails and facilitating communication with existing customers to ensure their satisfaction and identify new potential needs.
- Collaborating with sales executives to ensure the company's goals and targets are met.

DETAILS OF THE DELIVERABLES TO BE ACHIEVED IN THE PROVISION OF THE SERVICES;

- xx hours a day, Monday – Friday dedicated to the SERVICES
- Meeting the required volumes of meetings and ensuring systems are running effectively within the timelines provided by the departments
- Internal collaboration and meetings where needed to address challenges, make suggestions, improve processes and reach placement goals

THE LOCATION(S) WHERE THE SERVICES ARE TO BE PERFORMED:

- Remote, Israel Hours.

CLIENT POINT OF CONTACT AND ANY REPORTS TO BE SUBMITTED;

- Yonah Zeff and David Zeff

TIMETABLE FOR PROVISION OF THE SERVICES, INCLUDING ANY MILESTONES RELATED TO THE ACHIEVEMENT OF SPECIFIC DELIVERABLES; AND ANY APPLICABLE ACCEPTANCE CRITERIA;

- Will be provided as required during the course of services by the Client.

