

Schedule 6

Professional Service Terms

About these terms and conditions

This Schedule is specifically incorporated by reference into the Master Services Agreement (**Agreement**) between the Customer and Supplier to the extent it relates to the provision of Professional Services.

1. Professional Services

As agreed between the Parties and specified in the Order Form, Supplier will provide the Professional Services and Customer will pay the Professional Service Fees in accordance with the Payment Terms.

2. Supplier Personnel

Supplier will, in its absolute discretion, determine the Supplier Personnel who will deliver the Professional Services.

3. Non-solicitation

3.1 During the Term and for a period of 12 months thereafter, the Customer will not employ (or engage as an independent contractor) any member of the Supplier Personnel who has provided any aspect of Professional Services to the Customer during the Term, unless Supplier provides prior written consent.

3.2 If the Customer is in breach of clause 3.1 of this Schedule, the Liquidated Damages Sum will immediately become due and payable by the Customer to Supplier.

3.3 In clause 3.2, the Liquidated Damages Sum is the amount equal to three months' salary (including any bonus or commission

payments) or contractor fee (if the individual had been engaged as an independent contractor) that had been payable by Supplier to the relevant Supplier Personnel immediately before they ceased their engagement with Supplier.

3.4 The Customer agrees and acknowledges that the Liquidated Damages Sum is a genuine pre-estimate of the loss suffered by Supplier if the Customer were to breach clause 3.1.

4. Agreement terms (including Intellectual Property Rights)

Nothing in the ordering or delivery of Professional Services will affect the operation of the terms of the Agreement, including those relating to Intellectual Property Rights.

5. Termination

Clauses 3 and 4 of this Schedule will survive termination of the Agreement.

6. Definitions and Interpretation

6.1 Unless the context otherwise requires, all terms used in this Schedule that are defined in the Master Services Agreement bear the meaning ascribed in the Master Services Agreement.

6.2 In this Schedule, unless the context otherwise requires:

Parties as damages for a breach of clauses 3 of this Schedule.

Liquidated Damages Sum means the ascertainable sum agreed by the

Version history

This is version 1.0 of this Schedule.

Version	Approved	Effective	Notes
1.0	29/05/2025	30/05/2025	First version published