

DATED

2016

OUTSOURCING AGREEMENT

between

GO MOVEMENT LTD

AND

BETTER FOR THE COUNTRY LIMITED

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THIS AGREEMENT is dated

2016

BETWEEN

- (1) **GO MOVEMENT LTD** incorporated and registered in England and Wales with company number 09999930 whose registered office is at 2, Venture Court, Debdale Road, Wellingborough NN8 5AA (**GML**).
- (2) **BETTER FOR THE COUNTRY LIMITED** incorporated and registered in England and Wales with company number 09609018 whose registered office is at Lysander House Catbrain Lane, Cribbs Causeway, Bristol, BS10 7TQ (**BftC**).

BACKGROUND

- (A) GML has agreed to purchase and BftC has agreed to supply the Services on the terms and conditions of this Agreement.

NOW IT IS AGREED HEREBY AS FOLLOWS:

1 Interpretation

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the charges payable by GML for the supply of the Services by BftC, as set out in Schedule 2.

Commencement Date: [] 2016

GML Materials: all materials, equipment and tools, drawings, specifications and data supplied by GML to BftC.

Data Protection Legislation: the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

Data Subject: has the meaning set out in the Data Protection Act 1998.

Deliverables: all documents, products and materials developed by BftC or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how

and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Personal Data: has the meaning set out in the Data Protection Act 1998.

Services: the services, including without limitation any Deliverables, to be provided by BftC pursuant to this Agreement, as described in Schedule 1.

Services Start Date: the day on which BftC is to start provision of the Services.

Supplier IPRs: all Intellectual Property Rights either subsisting in the Deliverables (excluding any GML Materials incorporated in them) or otherwise necessary or desirable to enable GML to receive and use the Services.

Termination Date: 23 June 2016

1.2 Interpretation:

- 1.2.1 Clause headings shall not affect the interpretation of this Agreement.
- 1.2.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.2.3 A reference to any **party** shall include that party's personal representatives, successors and permitted assigns.
- 1.2.4 A reference to **writing** or **written** includes fax and e-mail.
- 1.2.5 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.2.6 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.7 Any reference to this Agreement terminating shall, where the context requires, include a reference to this Agreement terminating by expiry.

2 Commencement and term

This Agreement shall commence on the date when it has been signed by both parties and shall continue, unless terminated earlier in accordance with its terms, until the Termination Date.

3 Supply of services

3.1 BftC shall supply the Services to GML from the Services Start Date in accordance with this Agreement.

3.2 In supplying the Services, BftC shall:

- 3.2.1 perform the Services with reasonable care and skill;
- 3.2.2 use reasonable endeavours to perform the Services in accordance with the service description set out in Schedule 1;
- 3.2.3 ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of satisfactory quality and are fit for purpose;

- 3.2.4 comply with all applicable laws, statutes, regulations from time to time in force, provided that BftC shall not be liable under this Agreement if, as a result of such compliance, it is in breach of any of its obligations under this Agreement.
- 3.2.5 take reasonable care of all GML Materials in its possession and make them available for collection by GML on reasonable notice and request, always provided that BftC may destroy GML Materials if GML fails to collect GML Materials within a reasonable period after termination of this Agreement.
- 3.2.6 Duties of BftC include but are not limited to:
 - 3.2.6.1 Maintenance and management of all social media and website presence of GML.
 - 3.2.6.2 Strategic advice and guidance on all aspects of management of the Campaign.
 - 3.2.6.3 Collecting monies on behalf of GML.
 - 3.2.6.4 Liaison with donors to the Campaign
 - 3.2.6.5 Provide resource and expertise as required to deliver the Campaign
 - 3.2.6.6. Administer accounting and regulatory returns in line with Electoral Commission guidelines.

4 Customer's obligations

- 4.1 GML shall:
 - 4.1.1 co-operate with BftC in all matters relating to the Services;
 - 4.1.2 provide, for BftC, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to data and other facilities as reasonably required by BftC;
 - 4.1.3 provide, in a timely manner, such information as BftC may reasonably require, and ensure that it is accurate in all material respects.
- 4.2 If BftC's performance of its obligations under this Agreement is prevented or delayed by any act or omission of GML, its agents, subcontractors, consultants or employees, BftC shall:
 - 4.2.1 not be liable for any costs, charges or losses sustained or incurred by GML that arise directly or indirectly from such prevention or delay;
 - 4.2.2 be entitled to payment of the Charges despite any such prevention or delay; and
 - 4.2.3 be entitled to recover any additional costs, charges or losses BftC sustains or incurs that arise directly or indirectly from such prevention or delay.

5 Intellectual property

- 5.1 BftC and its licensors shall retain ownership of all Supplier IPRs. GML and its licensors shall retain ownership of all Intellectual Property Rights in GML Materials.
- 5.2 BftC grants GML, or shall procure the direct grant to GML of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy BftC IPRs for the purpose of receiving and using the Services and the Deliverables in GML's business during the term of this Agreement.
- 5.3 GML grants BftC a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify GML Materials for the term of this Agreement for the purpose of providing the Services to GML in accordance with this Agreement.
- 5.4 GML shall keep BftC indemnified in full against any sums awarded by a court against BftC as a result of or in connection with any claim brought against BftC for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of GML Materials by BftC.

6 Charges and payment

- 6.1 In consideration for the provision of the Services, GML shall pay BftC the Charges for each month in accordance with this clause 6.

- 6.2 All amounts payable by GML exclude amounts in respect of value added tax (**VAT**), which GML shall additionally be liable to pay to BftC at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 6.3 BftC shall submit invoices for the Charges for the previous month plus VAT if applicable to GML monthly in arrear, on or after the 15 day of each month.
- 6.4 GML shall pay each invoice due and submitted to it by BftC, within 30 days of receipt, to a bank account nominated in writing by BftC.
- 6.5 If GML fails to make any payment due to BftC under this Agreement by the due date for payment, then, without limiting BftC's remedies under clause 8:
- 6.5.1 GML shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. GML shall pay the interest together with the overdue amount.
- 6.5.2 BftC may suspend all Services until payment has been made in full.
- 6.6 All amounts due under this Agreement shall be paid by GML to BftC in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7 Limitation of liability

- 7.1 Nothing in this Agreement shall limit or exclude BftC's liability for:
- 7.1.1 death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
- 7.1.2 fraud or fraudulent misrepresentation; and
- 7.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 7.2 Subject to clause 7.1, BftC shall not be liable to GML, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
- 7.2.1 loss of profits;
- 7.2.2 loss of sales or business;
- 7.2.3 loss of agreements or contracts;
- 7.2.4 loss of anticipated savings;
- 7.2.5 loss of use or corruption of software, data or information;
- 7.2.6 loss of or damage to goodwill; and
- 7.2.7 any indirect or consequential loss.
- 7.3 Subject to clause 7.1, BftC's total liability to GML, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the annual Charges (calculated by reference to the Charges in successive 12 month periods from the Services Start Date) paid by GML under this Agreement.

8 Indemnity

- 8.1 GML shall indemnify BftC against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by BftC arising out of or in connection with:
- 8.1.1 any breach of the warranties contained in clause 14;
- 8.1.2 GML's breach or negligent performance or non-performance of this agreement;

- 8.1.3 any claim made against BftC by a third party arising out of or in connection with the provision of the Services;
- 8.1.4 any claim made against BftC by a third party for death, personal injury or damage to property arising out of or in connection with the Services, to the extent that the death, personal injury or damage to property is attributable to the acts or omissions of GML, its employees, agents or subcontractors.

9 Termination

- 9.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party:
 - 9.1.1 if the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 9.1.2 if the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - 9.1.3 if the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 9.1.4 if the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - 9.1.5 if a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
 - 9.1.6 if an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
 - 9.1.7 if the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 9.1.8 if a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 9.1.9 if a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - 9.1.10 if any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1.3 to clause 9.1.9 (inclusive);
 - 9.1.11 if the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - 9.1.12 if any warranty given by the other party in clause 14 of this Agreement is found to be untrue or misleading.
- 9.2 Without affecting any other right or remedy available to it, BftC may terminate this Agreement with immediate effect by giving written notice to GML if GML fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment.
- 9.3 On termination of this Agreement for whatever reason:
 - 9.3.1 GML shall immediately pay to BftC all of BftC's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, BftC may submit an invoice, which shall be payable immediately on receipt;

- 9.3.2 termination of this Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination; and
- 9.3.3 any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

10 Force majeure

- 10.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11 Assignment and other dealings

- 11.1 GML shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without BftC's prior written consent.
- 11.2 BftC may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

12 Confidentiality

- 12.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together its **Representatives**) to the other party and that party's Representatives after the date of this Agreement, including information which:

12.1.1 relates to the existence and terms of this Agreement;

12.1.2 would be regarded as confidential by a reasonable person, relating to:

- (a) the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party;
- (b) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; and
- (c) is developed by the parties in the course of carrying out this Agreement.

- 12.2 The provisions of this clause shall not apply to any Confidential Information that:

12.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause); or

12.2.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; or

12.2.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or

12.2.4 the parties agree in writing is not confidential or may be disclosed.

- 12.3 Each party shall keep the other party's Confidential Information confidential and shall not:

12.3.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement (**Permitted Purpose**); or

12.3.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

- 12.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

12.4.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

12.4.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement,

and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause.

12.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 12.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

12.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Agreement are granted to the other party, or to be implied from this Agreement.

12.7 On termination of this Agreement, each party shall:

12.7.1 return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;

12.7.2 erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and

12.7.3 certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party.

13 Data protection

13.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that GML is the Data Controller and that BftC is the Data Processor.

13.2 In so far as BftC processes any Personal Data on behalf of GML, BftC shall:

13.2.1 process the Personal Data only on behalf of GML only for the purposes of performing this Agreement and only in accordance with instructions contained in this Agreement;

13.2.2 not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised in writing by GML;

13.2.3 at all times comply with the provisions of the Seventh Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 and, in so doing, provide a written description of the technical and organisational methods employed by BftC for processing Personal Data (within the timescales required by GML) and implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

13.2.4 take reasonable steps to ensure the reliability of any of BftC's personnel who have access to the Personal Data;

13.2.5 obtain prior written consent from GML before transferring the Personal Data to any sub-Contractors in connection with the provision of the Services;

13.2.6 ensure that only those of BftC's personnel who need to have access to the Personal Data are granted access to such data and only for the purposes of the performance of this Agreement and all of BftC's personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 12;

- 13.2.7 not publish, disclose or divulge any of the Personal Data to any third party (including for the avoidance of doubt the Data Subject itself) unless directed to do so in writing by GML;
- 13.2.8 notify GML (within five Business Days) if it receives:
- (a) a request from a Data Subject to have access to that person's Personal Data; or
 - (b) a complaint or request relating to GML's obligations under the Data Protection Legislation; or
 - (c) any other communication relating directly or indirectly to the processing of any Personal Data in connection with this Agreement;
- 13.2.9 provide GML with full co-operation and assistance in relation to any complaint or request made in respect of any Personal Data, including by:
- (a) providing GML with full details of the complaint or request;
 - (b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation but strictly in accordance with GML's instructions;
 - (c) providing GML with any Personal Data it holds in relation to a Data Subject making a complaint or request within the timescales required by GML; and
 - (d) providing GML with any information requested by GML;
- 13.2.10 permit GML or its external advisers (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit BftC's data processing activities and those of its agents, subsidiaries and sub-contractors and comply with all reasonable requests or directions by GML to enable GML to verify and procure that BftC is in full compliance with its obligations under this Agreement; and
- 13.2.11 not transfer Personal Data outside the European Economic Area (EEA) without the prior written consent of GML.
- 13.3 GML acknowledges that BftC is reliant on GML alone for direction as to the extent BftC is entitled to use and process the Personal Data. Consequently, BftC shall be entitled to relief from liability in circumstances where a Data Subject makes a claim or complaint with regards to BftC's actions to the extent that such actions directly result from instructions received from GML.

14 Warranties

- 14.1 Each party warrants that:
- 14.1.1 it has full power and authority to carry out the actions contemplated under this Agreement; and
 - 14.1.2 its entry into and performance under the terms of this Agreement will not infringe the Intellectual Property Rights of any third party or cause it to be in breach of any obligations to a third party; and
 - 14.1.3 so far as it is aware, all information, data and materials provided by it under this Agreement will be accurate and complete in all material respects, and it is entitled to provide the same to the other without recourse to any third party;
- 14.2 Except as expressly provided in this Agreement, there are no conditions, warranties or other terms binding on the parties with respect to the actions contemplated by this Agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into this Agreement, whether by statute, common law or otherwise, is, to the extent that it is lawful to do so, excluded by this Agreement.

15 Entire agreement

- 15.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

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

16 Variation

16.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17 Waiver

17.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

17.1.1 waive that or any other right or remedy; or

17.1.2 prevent or restrict the further exercise of that or any other right or remedy.

18 Severance

18.1 If any provision or part-provision of this 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 clause shall not affect the validity and enforceability of the rest of this Agreement.

19 Notices

19.1 A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the address given in this Agreement or as otherwise notified in writing to other party.

19.2 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class recorded delivery post or other next working day delivery service providing proof of postage.	9.00 am on the second Business Day after posting.

19.3 For the purpose of clause 19.2 and calculating deemed receipt:

19.3.1 all references to time are to local time in the place of deemed receipt; and

19.3.2 if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

19.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19.5 A notice given under this Agreement is not valid if sent by e-mail or fax.

20 Third party rights

20.1 No one other than a party to this Agreement shall have any right to enforce any of its terms.

21 Governing law

21.1 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.

22 Jurisdiction.

22.1 Each party irrevocably agrees that the courts of England and Wales shall have 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).

This agreement type has been entered into on the date stated at the beginning of it.

Schedule 1 Services

BftC agrees to provide the Services to GML as set out below:

CAMPAIGN ADVISORY SERVICES

- 1 **General.** Provide campaign management services in order to maximise public engagement, awareness and ultimately deliver a successful campaign.
- 2 **Strategic Opportunities.** Provide strategic advice and guidance on all aspects of campaign management from both internet and external sources.
- 3 **Market Awareness.** Maintenance and Management of all social media and website presence.

REGULATORY ADVISORY SERVICES

- 4 **Administer accounting and regulatory returns in line with Electoral commission guidelines.**
- 5 **Conducting all liaison with the Electoral Commission on behalf of the client**
- 6 **Compile reporting to Electoral Commission for filing by GML**

Drafting such reports about donations and referendum expenses incurred by GML prior to and during the referendum period in the EU Referendum 2015 ('the Referendum') as are required by the Political Parties, Elections and Referendums Act 2000, the EU Referendum Act 2015 and all such primary and secondary legislation that from time to time applies, including but not limited to reports filed pursuant to Schedule 1 of the 2015 Act. The said reports shall be drafted in accordance with information provided by GML that GML warrants is complete and accurate; and GML, as a 'permitted participant' in the Referendum, pursuant to the said Acts, shall be responsible for filing the said reports, and shall be solely responsible for the accuracy and completeness of their contents, which it shall take all reasonable steps to ensure.

MEDIA ADVISORY SERVICES

- 7 **Public Relations & Market Communications.** Public relations and market communications strategic advice and implementation as agreed with the Client on a per project basis from time to time.
- 8 **Event Organisation & Investor Presentations.** Event and conference organisation and speaking opportunities in relation to various target audiences including individuals, thought leaders, journalists, , and industry leaders and other EU Referendum participants.
- 9 **Branding and Positioning.** Strategic branding and market positioning advice so as to increase awareness of at each stage of the EU Referendum cycle.
- 10 **Market Research.** Market research in relation to the EU Referendum and the Campaign, the Client's position in Referendum. Analysis of data and feedback in consultation with Client

ADMINISTRATION & FINANCE

- 11 **Accounting, back office administration, Company Secretarial Services..** BftC will also provide to GML Human Resources, IT , Marketing and Legal services as and when required
- 12 **Financial Reporting.** Including production of management accounts and interim financials, liaising with advisers in relation to preparation of legal documentation and other reports as required.

- 13 **Collecting monies on behalf of GML and distributing these to the relevant campaigns based on allocations agreed by GML .**This includes the management of donor details, systems and databases.

OPERATIONAL

- 14 Provision of staff to run and maintain a contact centre for supporters, donors and other interested parties.

Schedule 2
Charges

Charges for the services

Charges shall be the cost to the BftC in providing the services including all costs of employment relating to staff providing the Services on an apportionment basis (including salaries and national insurance) plus an amount equal to ten per cent of all such costs.

Signed by [NAME OF DIRECTOR]
for and on behalf of **GO MOVEMENT
LIMITED**

.....
Director

Signed by [NAME OF DIRECTOR]
for and on behalf of **BETTER FOR
THE COUNTRY LIMITED**

.....
Director