

## GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### THE CLIENT:

\_\_\_\_\_  
of \_\_\_\_\_  
(the "Client")

### THE CONTRACTOR:

Empty Web Ltd  
of 261 Fulham Palace Road  
(the "Contractor")

### WHEREAS

A. The Client considers the Contractor to possess the necessary qualifications, experience, and abilities to provide the services described herein; and

B. The Contractor agrees to provide such services to the Client upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Client (hereinafter referred to as the "Client") and the Contractor (hereinafter referred to as the "Contractor", and collectively referred to as the "Parties"), agree as follows:

### SERVICES

1. The Client hereby engages the Contractor to provide the following services to the Client (the "Services"):

- a. Creation of AI Visibility Audit.

### SCOPE OF SERVICES

2. The Services may also include such other tasks as may be mutually agreed upon in writing by the Parties.

3. The term of this Agreement (the "Term") shall commence on the date written above of this Agreement and shall continue until the Services are completed, subject to earlier termination as provided herein. The Term may be extended by mutual written agreement of the Parties.

## **PERFORMANCE**

4. The Parties shall do all things reasonably necessary to give effect to this Agreement. **CURRENCY**

5. Unless otherwise stated in this Agreement, all sums referred to herein are in pounds sterling (£).

## **PAYMENT**

6. The Client shall be charged by the Contractor a flat fee of £199.00 for the Services herein provided under this Agreement (the "Payment").

7. The Contractor shall provide the Client with an invoice when the Services are completed.

8. All Invoices shall be submitted by the Contractor to the Client within 30 days of receipt.

9. The Contractor shall be responsible for all income tax liabilities and National Insurance contributions (or similar taxes) relating to the Payment, and shall indemnify the Client against any such payments the Client is required to make.

10. The Contractor shall not be entitled to reimbursement for any expenses incurred in connection with the provision of the Services under this Agreement.

11. The Contractor shall be solely responsible for the payment of all remuneration and benefits due to its employees, including National Insurance contributions, income tax, and any other form of taxation or social security costs.

## **CONFIDENTIALITY**

12. Confidential information (the "Confidential Information") means any

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information relating to the Client's business which would reasonably be

considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records, as well as any information that is not generally known in Client's industry and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

13. The Contractor shall not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information obtained by the Contractor, except as authorised by the Client or as required by law. These confidentiality obligations shall apply during the Term and shall cease upon termination of this Agreement, except in respect of any Confidential Information that constitutes a trade secret, in which case these obligations shall survive indefinitely.

14. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement constitutes Confidential Information, irrespective of whether it was provided before or after the date of this Agreement, or the manner of its provision to the Contractor.

#### **OWNERSHIP OF INTELLECTUAL PROPERTY**

15. The Contractor shall own all of the intellectual property and all the related materials (the "Intellectual Property") developed or produced under this Agreement. The Contractor grants to the Client a non-exclusive, limited-use licence to use this Intellectual Property.

16. The Contractor shall have exclusive ownership over the title, copyright, intellectual property rights, and distribution rights in the Intellectual Property produced under this Agreement.

#### **RETURN OF PROPERTY**

17. The Contractor shall return to the Client all property, documents, records, and Confidential Information in the Contractor's possession or control that belong to the Client, on the expiry or termination of this Agreement.

#### **CAPACITY/INDEPENDENT CONTRACTOR**

18. When providing the Services under this Agreement, the Contractor expressly acts 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

## **RIGHT OF SUBSTITUTION**

19. Unless otherwise stated in this Agreement, the Contractor may, at its sole discretion, engage a subcontractor to perform some or all of its obligations under this Agreement. The Client shall not engage any third parties to assist with the provision of the Services.

20. If the Contractor engages a subcontractor:

a. The Contractor shall be responsible for the subcontractor's fees, and the Payment shall remain payable by the Client to the Contractor.

b. For the purposes of the indemnity provisions of this Agreement, the subcontractor shall be deemed to be an agent of the Contractor.

## **AUTONOMY**

21. Unless otherwise stated in this Agreement, the Contractor shall have sole control over the working time, methods, and decision-making related to the Services provided under this Agreement. Further, the Client shall allow the Contractor to work autonomously. Lastly, the Contractor shall be responsive to the Client's reasonable needs and concerns.

## **EQUIPMENT**

22. Except as otherwise provided in this Agreement, the Contractor shall, at its own expense, provide all tools, machinery, equipment, raw materials, supplies, workwear, and any other items or parts necessary for the provision of the Services in accordance with this Agreement.

## **NO EXCLUSIVITY**

23. The Parties acknowledge that this Agreement is non-exclusive and that either Party is free, both during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **NOTICE**

24. All notices, requests, demands, or other communications required or

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this Agreement must be in writing and delivered to the Parties at the following addresses:

\_\_\_\_\_, \_\_\_\_\_  
Empty Web Ltd, 261 Fulham Palace Road

However, the Parties may send notifications to such other addresses as the Parties may from time to time notify the other.

## **INDEMNIFICATION**

25. Each Party agrees to indemnify and hold harmless the other Party to the extent permitted by law, except to the extent paid in settlement from any applicable insurance policies, and its respective directors, shareholders, affiliates, officers, agents, employees, successors, and permitted assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, and 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 directors, shareholders, affiliates, officers, agents, employees, successors, and permitted assigns that occurs in connection with this Agreement. This indemnification survives the termination of this Agreement.

## **ADDITIONAL CLAUSES**

26. Limitations of Liability - Empty Web is not responsible for any consequential loss or reliance on recommendations.

## **MODIFICATION OF AGREEMENT**

27. No amendment or modification of this Agreement, nor any additional obligation assumed by either Party in connection with this Agreement, will be binding unless it is in writing and signed by each Party or their authorised representative.

## **TIME OF THE ESSENCE**

28. Time is of the essence. No extension or variation of this Agreement will constitute a waiver of this provision.

## **ASSIGNMENT**

29. The Contractor must not, whether voluntarily or by operation of law, assign or otherwise transfer its obligations under this Agreement without the Client's  
prior written

consent.

### **ENTIRE AGREEMENT**

30. The Parties agree that no representation, warranty, collateral agreement, or condition affects this Agreement except as expressly provided in it.

### **ENUREMENT**

31. 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**

32. Headings are for convenience only and do not affect the interpretation of this Agreement.

### **GENDER**

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

### **GOVERNING LAW**

34. This Agreement shall be governed by and construed under the laws of England. **SEVERABILITY**

35. If any provision of this Agreement is held to be invalid or unenforceable, in whole or in part, the remaining provisions will remain valid and enforceable, with the invalid or unenforceable part severed from this Agreement.

### **WAIVER**

36. No waiver by either Party of any breach, default, delay, or omission by the other Party of any provision of this Agreement will be construed as a waiver of any subsequent breach of the same or any other provision.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

Officer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Empty Web Ltd

By: \_\_\_\_\_ (Seal)

Officer's Name: \_\_\_\_\_

Date: \_\_\_\_\_