IMAN SHARIF

SME Workflow Automation Agreement

THE SIMPLE PROMISE

No fees are charged unless the agreed deliverable passes the objective acceptance test, is put into live use, or the Client allows the agreed UAT period to expire without identifying a material defect.

Project Summary

Consultant	**Iman Sharif**, independent commercial & operations consultant
Client	_____
Project	_____
Deliverable	_____
Fixed Fee	£_____ (No VAT charged — not VAT registered)
Upfront fee	£0.00 unless changed here: £_____
UAT period	7 Business Days unless changed here: _____
Target delivery	_____
Hosting	☐ Client environment ☐ Consultant / cloud ☐ Other: _____
AI / subprocessors	☐ Permitted as reasonably required ☐ Restricted as follows: _____

Objective acceptance criteria (make these testable):

1. _____
2. _____
3. _____

MATERIAL DEFECT

A reproducible failure that materially prevents the deliverable from meeting an agreed acceptance criterion. Minor cosmetic issues or problems caused by changed Client/third-party systems do not normally prevent acceptance.

Delivery, testing and payment

1. Scope and change control

1.1 The Consultant will provide the Deliverable described in the Project Summary. Anything outside that description or the stated acceptance criteria is out of scope unless agreed in writing.

1.2 A material change to the required workflow, data volume, integration, environment, specification or timetable may require a revised fee or delivery date. The Consultant is not required to undertake material out-of-scope work until the change is agreed.

2. UAT and acceptance

2.1 After delivery, the Client may test the Deliverable during the UAT period against the objective acceptance criteria. Any alleged Material Defect must be notified in writing with enough information to reproduce it.

2.2 The Deliverable is accepted on the earliest of: (a) written sign-off; (b) the Client putting it into live commercial or production use other than solely for testing; or (c) expiry of the UAT period without a substantiated written Material Defect notice.

2.3 Acceptance makes the Fixed Fee earned and invoiceable. The invoice is then payable within fourteen (14) calendar days; acceptance itself does not make the Client immediately overdue.

3. Defects and cure

3.1 If a substantiated Material Defect is reported during UAT, the Consultant will have fourteen (14) Business Days, or another reasonable period agreed in writing, to correct it. Minor cosmetic issues that do not materially prevent the core agreed workflow do not delay acceptance.

3.2 If the same Material Defect remains after two reasonable cure attempts and materially prevents the agreed core workflow, the Client may reject the affected Deliverable and end that part of the project without paying the affected Fixed Fee. This does not apply where failure results from Client changes, misuse, unsupported third-party changes or matters outside scope.

3.3 For thirty (30) calendar days after acceptance, the Consultant will correct reproducible defects that existed at acceptance and cause the Deliverable to fail the agreed acceptance criteria. New features, enhancements, changed integrations and ongoing support are not included unless separately agreed.

4. Invoices and late payment

4.1 Invoices are payable within fourteen (14) calendar days. A genuine dispute must identify the disputed amount and detailed reason promptly; any undisputed amount remains payable by the due date.

4.2 Overdue undisputed sums may attract statutory interest, compensation and recovery costs where available under the Late Payment of Commercial Debts (Interest) Act 1998.

Technology, data and ownership

5. Client responsibilities and systems

5.1 The Client will provide accurate information, reasonable access, credentials or test data where agreed, timely decisions and a suitable testing environment. The Client is responsible for its own backups, business continuity and production decisions unless the Project Summary expressly says otherwise.

5.2 Third-party products, APIs, platforms and supplier systems may change. Unless ongoing support is separately purchased, the Consultant is not responsible for a Deliverable becoming incompatible solely because a third party later changes or withdraws a service, API, licence, security policy or technical requirement.

6. Intellectual property and licence

6.1 The Client owns Client Data, branding and materials it supplies. The Consultant retains ownership of pre-existing and reusable software, scripts, libraries, templates, frameworks, methods, models, know-how and generic components (“Background IP”). Third-party and open-source components remain subject to their own licences.

6.2 Unless the Project Summary expressly says the Client will own bespoke source code, project-specific intellectual property remains with the Consultant. On full payment, the Consultant grants the Client a perpetual, non-exclusive licence to use the Deliverable internally for its business, including reasonable internal copies and use by contractors acting for the Client.

6.3 From acceptance until the payment due date, the Client has a conditional production licence. If an undisputed invoice remains unpaid after the due date and at least five (5) Business Days’ written warning, the Consultant may suspend Consultant-controlled hosted services or support until payment. The Consultant will not remotely interfere with Client-controlled systems or data.

7. Confidentiality

7.1 Each Party will keep the other Party’s confidential commercial, technical and security information secure and use it only for the project. Permitted disclosure includes information already public or lawfully known, disclosure required by law, and need-to-know disclosure to confidential personnel, professional advisers, insurers and approved service providers.

8. Data protection

8.1 Each Party acts as an independent controller for ordinary business-contact, invoicing and legal-compliance records. Where the Consultant processes personal data in Client systems or records only on Client instructions, the Client is controller and the Consultant is processor.

8.2 For processor activity, the Consultant will process personal data only for the project and on documented instructions; keep access confidential; use appropriate technical and organisational security; assist reasonably with rights requests, incidents and compliance; and return or delete Client personal data after the project except where law, backup cycles, invoicing, insurance or legal claims reasonably require limited retention.

8.3 The Client gives general authorisation for reputable cloud, hosting, software and AI subprocessors reasonably needed for the agreed solution, unless restricted in the Project Summary. The Consultant will disclose material subprocessors on request, impose appropriate data-protection obligations and remains responsible for its processor obligations. A personal-data breach affecting Client Data will be notified without undue delay after discovery.

9. Security and credentials

9.1 The Consultant will use reasonable security appropriate to the project, including access controls and encrypted transmission where supported. Credentials supplied by the Client will be used only as necessary for the Services, will not be intentionally embedded in source code, and will be returned, revoked or deleted when no longer required.

9.2 The Client must promptly revoke access when requested or when the engagement ends. Neither Party will introduce malicious code, hidden remote access or intentional backdoors into the other Party’s systems.

Commercial and legal terms

10. Professional scope and authority

10.1 The Consultant provides operational and technical workflow services, not legal, tax or accounting advice. The Consultant acts as an independent contractor and has no authority to bind the Client, incur expenditure or accept third-party terms for the Client unless specifically authorised in writing.

11. Liability

11.1 The Consultant will perform the Services with reasonable skill and care. No software can be guaranteed uninterrupted or error-free, and the Client remains responsible for checking material business outputs before relying on them where a reasonable manual control is appropriate.

11.2 Neither Party is liable for indirect or consequential loss, or loss of profit, revenue, opportunity or anticipated savings, except to the extent such exclusion is not permitted by law.

11.3 Subject to clause 11.4, the Consultant's total aggregate liability arising from the project is capped at the greater of £5,000 and the total Fees paid or payable under this Agreement.

11.4 Nothing limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot lawfully be limited or excluded.

12. Ending the project

12.1 Either Party may end the project on seven (7) calendar days' written notice before acceptance. The Client will pay only Fees already earned for accepted Deliverables and any specifically agreed non-cancellable third-party cost. Either Party may terminate immediately for material breach not remedied within fourteen (14) days after written notice, or on insolvency where lawful.

12.2 On termination, each Party will return or delete the other's confidential materials where reasonably practicable, subject to backup, legal and record-retention requirements. Clauses intended to survive termination, including payment, confidentiality, data protection, intellectual property and liability, continue to apply.

13. General

13.1 The Project Summary and these terms record the entire agreement for this project. Changes must be agreed in writing, including by email. If a provision is invalid, the remainder continues. Delay in enforcing a right is not a waiver.

13.2 Neither Party is responsible for delay caused by events outside its reasonable control, except for payment obligations already due. Neither Party may transfer this Agreement without the other's consent, not to be unreasonably withheld, except to a successor to substantially all of its relevant business.

13.3 This Agreement is governed by Scots law and the Parties submit to the exclusive jurisdiction of the Scottish courts. Electronic signatures and counterparts may be used.

> **B2B AGREEMENT**
>
> This short-form agreement is intended for straightforward SME automation projects. More complex hosting, high-risk processing, regulated data or business-critical integrations may require a separate security, support or data-processing schedule.

Signatures

By signing, each Party confirms that it has authority to enter into this business-to-business agreement and accepts the terms above.

CLIENT		CONSULTANT	
Name:	_____	Name:	**Iman Sharif**
Title:	_____	Title:	**Independent Commercial Consultant**

Signature: _____	**Signature:** _____
Date: _____	**Date:** _____