



Date: 05/02/2024

Letter of agreement

Thank you for agreeing to use our services. This agreement and proposal outlines the work we will do for you. Please read this, any proposal relating to it and the terms and conditions carefully and then sign this agreement.

Start Date: Your start date is the date of your kick-off meeting which is:

Work Agreed: Month one includes your campaign set up and a target of one booked appointment. From Month two onwards, you will receive a target of 3 booked appointments each month.

Payment Details: £xxx + VAT per month. Your first invoice is sent on the date of the kick-off meeting and on this date every month thereafter. All invoices are payable within 14 days.

Payment Method: Via bank transfer - details of which will be included on each invoice, to be sent from nick.dowling@exceptionalthinking.co.uk

Our payment terms are outlined in the terms and conditions on the reverse of this letter.



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Proposal

HOW OUR SYSTEM WORKS

- In our kick-off meeting, which is about getting to know your business, you will be joined by one of our Senior Leadership Team and one of our Account Managers who is responsible for the day to day running of your campaign. At the end of this meeting, everyone should be clear on the next steps and what we're going to be doing in the first month.
- We have a 15-minute weekly meeting on Teams or Zoom to keep everything on track and give you KPIs and spreadsheets on a Friday so you have an overview of activity on your campaign.
- We connect with your target contacts on LinkedIn and then run them through our process. We can also export your existing connections and run them through the process as well. Please be assured that we adhere strictly to GDPR and all data is kept securely.
- Once these target contacts start to connect back, we send them approved messages on LinkedIn to warm up the contact, build a relationship with them and educate them as to what you do. We also invite them to have a conversation with you so we may well get some leads directly from LinkedIn.
- The third stage of our process is that our telemarketing team will call your connections, referring to the LinkedIn connection and have a conversation with them and ask the qualifying questions we agree at your kick-off meeting. If they are interested and have a need for your services, we then book them into a meeting in your diary.

TARGETS & REARRANGES

- During the first month of your campaign, we are setting things up and beginning to build a pipeline of potential prospects; we will then achieve your contractual amount each month thereafter. If, for any reason, we are unable to quite reach your target, we will add any missing appointments to next months' target and catch up that way.
- When an appointment is booked, this will count as an appointment towards your target for the month. We aim to get the appointments scheduled in your diary as close as possible to when we speak to the prospect; however, due to the prospect's availability, this isn't always possible. As such, an appointment is counted for the month when it is booked, rather than on the date of the appointment.
- A booked appointment is when we speak with a prospect who meets your Budget, Authority, Need and Timescale criteria set out a kick off meeting - once one of our experienced team has listened to the call and is happy that it is suitably qualified, you are sent a lead sheet. The lead sheet will explain everything about the prospect and the appointment. You will also wherever possible be sent a call recording of the appointment (please note there are instances where this is not possible due to technical failures).
- As is natural from time to time, prospects will need to rearrange their appointments due to diary conflicts or urgent matters. We will of course do everything we can to reschedule these for the next available date in your/their diaries, keeping you informed at each stage. Appointments that need rearranging do not count towards your target until they are rebooked.
- Please call the prospect if they do not turn up for their meeting with you (people occasionally run late and a call prompts their attendance).
- If you can't make a meeting that is booked or if your diary is not up to date, we will rebook the meeting for you, but that lead will not come off your target.
- Please inform us of any issues or "no shows" by email within three business days - any delay in this means it is less likely that the prospect can be rebooked. If you do not advise us within three business days, we will count this as a 'client-fault' and as such, the lead (even if it has not been sat), will count towards your target. If we are able to rearrange it, the rearranged appointment, will also count as one towards your target.



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- If you feel a lead is not appropriately qualified, it would be helpful if you could provide justification based on the agreed BANT criteria, unless previously agreed, prior to the meeting taking place. However, we would always recommend having a conversation with the prospect first as sometimes what doesn't look good on paper is an ideal prospect. If the lead still isn't suitable, then we can discuss this appointment with you.
- We have a structured follow-up process in place to ensure that the booked appointment happens, and we will follow-up with the prospect as long as you're a client with us.

INVOICING & PAYMENTS

- The campaign starts from the date of the kick-off meeting, which is also when the first invoice is sent. Invoice one is sent on the start date and subsequent invoices are sent on this same date each month. Invoices are sent monthly in advance and are payable within 14 days of the invoice date.
- If, for some reason you cannot progress with the contract within 14 days after signing and agreeing to work with us, 50% of the full month's invoice is still payable due to the set-up of the contract. After 14 days the contract will proceed as normal.
- We would suggest you give any lead generation campaign at least six months, but if you're not happy at any time, you can stop working with us by giving us three months' notice.

GUARANTEE

We don't want you to worry that you won't get all of your appointments - you always will. If, on the rare occasion, we do fall short one month, we will always catch up for you. All we ask is that you call the prospect; sometimes they may be running late or have lost the meeting details. Remember, you must let us know of any rearranges within three business days. It's much harder to get prospects back in if we don't know quickly.



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5 things you need to be aware of

There are five things you need to be aware of before you sign this Agreement. Please read and check the box and sign at the bottom to ensure you've understood them.

1. You will receive your first invoice from the date of your kick-off meeting. As soon as the kick-off meeting ends, we will begin working on your campaign including writing up briefs, setting up a phone line, preparing scripts and LinkedIn messages, researching LinkedIn data, test calls, setting up internal systems etc.
2. To avoid confusion, we count an appointment towards your contractual amount when it is BOOKED into your diary, rather than when it is SAT (the date of your appointment). We aim to get the appointments scheduled into your diary as close as possible to when we speak to the prospect; however, due to their diaries, this isn't always possible. Of course, any rearranges or appointments that fall out will be taken off of your target figure and added back on when the appointment is rearranged or replaced.
3. We do our best to ensure that appointments go ahead - we have an automated system which sends a date and time reminder to the prospect and also call the prospect a day before. If the prospect does not attend an appointment on time, it is most likely they're running late or are having trouble, so we ask you to call them initially. After the appointment, we contact you within 24 business hours to see if the appointment has been sat. If it hasn't, we will take it off your target until it has been rearranged. If we do not hear back from you within 3 working days, we will assume it has been sat and will count this as a 'client-fault rearrange' if you advise us later that the prospect has not attended, and the appointment will still count towards your target.
4. If you do want to stop or pause your services with us, you need to give us three months' notice as advised in the terms and conditions below. The three months' starts from the 1st day of the following month in which you give us notice and runs until the end of third month. Once you stop working with us, you will be responsible for following up with any booked appointments to ensure they attend and also getting any no shows back in the diary.
5. If a prospect needs chasing or requires a second appointment with you, we would strongly urge you to follow up with that person yourself. If you wish us to do this for you, we can happily do this. Any such subsequent appointments will also count as an appointment towards your booked target.



Terms and Conditions

1. General

1.1 EXCEPTIONAL THINKING will provide the client ("client" means the person or company whose details are specified on the front of this agreement) with services as requested and evidenced by this agreement and the proposal relating to it and accepted by both parties which will specify the services and particular terms attaching to those services.

1.2 These terms and conditions are those which EXCEPTIONAL THINKING shall provide services to the client. No addition or variation to the terms and conditions shall apply unless agreed in writing between the parties.

2. Terms

2.1 These terms and conditions shall not bind the Parties until the agreement is signed by both parties. To avoid doubt, the agreement is this document of which the terms and conditions are detailed in the proposal above. Where the term "Agreement" is used, it relates to those terms and conditions, the agreement letter and any proposals outlined in this document which relates to the project.

2.2 These terms and conditions cover the project as detailed in the proposal relating to this letter. Any future projects will have an amended agreement to cover these projects.

2.3 These signed terms and conditions supersede any previous proposals that have been sent to the client.

3. Rearranges

3.1 From time to time, prospects will need to rearrange their appointments. EXCEPTIONAL THINKING will deduct any rearranges from the client's target until the time they are either rearranged or replaced.

3.2. If a prospect "no-shows" for an appointment, we suggest that you call them on the number provided in the lead sheet. If you are unable to raise them on this number, please inform EXCEPTIONAL THINKING within 1 hour of this taking place and we will take over the rearrange, deducting this appointment from your target until the time the prospect is either rearranged or replaced. If you have not informed us of the "no-show" within 3 business days, this appointment will be considered as complete and not be deducted from your contractual target.

3.3 If we book a time in your diary with a prospect and you, as the client need to reschedule or fail to attend the appointment, this will not be deducted from your target and the appointment will remain against your contractual target.

4. Changes to Qualification Criteria

4.1 From time to time, clients may wish to change the BANT criteria for their appointments. This often leads to a slow-down in the campaign. For any changes in BANT criteria, EXCEPTIONAL THINKING request 1 weeks' notice of these changes.

4.2. Upon the request for any changes, EXCEPTIONAL THINKING will make the requested changes and then test the changes for four weeks providing feedback to the client accordingly.

4.3 Although best endeavours will be made to book appointments during the test period, any contractual obligations during this period will not apply.

4.4 Upon conclusion of the test period, if there is a significant uplift in the difficulty of obtaining an appointment due to these changes, a price increase may apply.

5. Termination

5.1 The client may cancel the agreement at any time as long as any work done to date has been completed and paid for by giving three months' written notice of termination on the other party. The three months' notice will start in the following month from when the notice has been given and three full month's payments will be due e.g. if notice is given on the 14th of the month, the notice period will commence on the 1st of the following month. If the agreement is terminated, the client shall be liable to EXCEPTIONAL THINKING for the work done to date and for costs for the three months' notice.

5.2 EXCEPTIONAL THINKING may cancel the agreement at any time by giving a one-week written notice to the client. Providing all payments are up to date, EXCEPTIONAL THINKING will send across all data relating to the clients' campaign and no further work will be carried out as per the agreement. Notice by EXCEPTIONAL THINKING to the client is taken as a last resort.

5.3 On the date that our services cease, as long as all outstanding payments have been made, we will pass over all data and contact details for any and all booked appointments. You will be responsible for confirming these appointments and ensuring that they attend the meeting.

5.4 If you want to "pause" your contract, you may do so by giving us notice as outlined in point 5.1. You will need to fulfil your contractual obligations including the months' notice.



6. GDPR

6.1 EXCEPTIONAL THINKING is committed to ensuring the security and protection of the personal information that we process and to provide a compliant and consistent approach to data protection.

6.2. Our privacy policy is clearly displayed on our website and can be accessed at: <https://www.exceptionalthinking.co.uk/gdpr-policy/>

7. Confidentiality

7.1 EXCEPTIONAL THINKING and the client shall keep confidential all information of the other party designated as confidential and shall not divulge the same to any third party without the prior consent of the disclosing party save only as provided for below.

7.2 EXCEPTIONAL THINKING and the client may divulge confidential information of the other party to those persons bound under conditions of confidence who are involved in the performance of this service or services connected thereto.

7.3 The provisions of this clause shall not apply to any information which: (i) is or becomes public knowledge other than by breach of this clause; (ii) is in the possession of the receiving party without restriction before the date of receipt from the disclosing party; (iii) is obtained from the third party without restriction or (iv) is required to be disclosed by law.

8. Limitation of Liability

8.1 EXCEPTIONAL THINKING and the client shall not in any circumstances be liable to each other for any consequential, exemplary, punitive incidental or indirect loss or damage howsoever arising and of whatsoever nature including without limitation loss of profit, contracts, goodwill, operation time, anticipated savings, reputation or good standing.

8.2 The liability of EXCEPTIONAL THINKING to the client and the client to EXCEPTIONAL THINKING for direct loss or damage, howsoever arising out of or in connection with its performance and/or failure to perform the services, shall in respect of any one incident or services of incidents where attributable or not to the same cause be limited, and shall not in any circumstance exceed the net consulting value of the individual assignment.

8.3 All work created for you by EXCEPTIONAL THINKING is your property and we hold no rights or claims to it. No work should be used or published without the express written permission of the client. If work has been signed off or agreed by the client that it can be published, no liability shall be accepted by EXCEPTIONAL THINKING.

8.4 Each party will indemnify the other in respect of any claim for loss, damage or injury of any person or property arising from negligence.

9. Force Majeure

EXCEPTIONAL THINKING shall not be liable for any delay or failure to perform its obligations caused by circumstances beyond its reasonable control.

10. Payment Terms

10.1 Fees and payment terms are outlined at the beginning of this agreement.

10.2 Where payment is not made by the client, EXCEPTIONAL THINKING reserve the right to cease all work until the invoice(s) is paid.

10.3 Overdue invoices are charged at 4% above base rate.

10.4 EXCEPTIONAL THINKING reserve the right to charge the client for any recovery or legal expenses if it becomes necessary to chase payment.

10.5 EXCEPTIONAL THINKING raises prices once a year. This will be done through discussion with the client.

10.6 If, for some reason, you cannot progress with the contract with 14 days after signing and agreeing to work with us, 50% of a full month's invoice is still payable due to the set-up of the contract.

10.7 No additional expenses (expenses relate to all costs outside of the normal cost of these services as specified in this agreement) shall be incurred until written agreement has been obtained from both parties. A receipt must then be produced in order to have that expense repaid. 100% of agreed expenses are payable on termination of this agreement or when the services are completed.

11. Payment Terms

Any notices to be served hereunder shall be in writing and sent by hand, email, registered or certified mail postage prepaid to the address of the recipient as set out in this Agreement or as otherwise notified from time to time.



12. Severability

Each provision of these Terms is severable and if any provision is or becomes illegal according to English law, invalid or unenforceable, that provision is served. The remainder of these terms and conditions and Agreement shall remain in full force and effect.

13. Waiver

No waiver of any breach of these terms and conditions of Agreement shall constitute a waiver of any other breach of the same or other provision of these terms and conditions or Agreement and no waiver shall be effective unless made in writing.

14. Entire Agreement

These terms and conditions, proposal and letter constitutes the entire agreement between EXCEPTIONAL THINKING and the client as to the subject matter hereof and supersedes all previous communications, representations and arrangements, either written or oral and the client hereby acknowledges that no reliance is placed on any representations made but not embodied in the terms and conditions or Agreement. All other conditions, warranties and representations, express or implied or otherwise are excluded. The printed terms of any purchase order or other correspondence issued in connection with this Agreement shall not apply unless specifically accepted in writing by both parties.

15. Law

This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

16. Relationship of the Parties

This Agreement creates no employment, agency or partnership relationship between the parties. The client recognises and accepts that EXCEPTIONAL THINKING has the right to substitute for any of the personnel it uses to supply services to the client.

17. Data

17.1 Under normal circumstances, EXCEPTIONAL THINKING will provide the data using LinkedIn and external sources.

17.2 If the data is provided by any other source, outside of EXCEPTIONAL THINKING, you must ensure a continuous supply of data to meet our calling needs. This data must also match the agreed qualification criteria for your appointments. If either of these are not met, our contractual obligation with regards to the agreed target will be voided until quality data is provided. Please note, there will be a delay between supplying the data and ensuring qualified appointments as it takes at least two weeks to work through the data.

17.3 During any disruption to the data if you are providing this, payment for the services will still be made to EXCEPTIONAL THINKING.

18. Disputes

18.1 Any queries with this service shall be submitted by the client in writing within THREE days. If no queries are submitted, all work is assumed to be acceptable.

18.2 Where a dispute with the service exists, EXCEPTIONAL THINKING is committed to working with the client to resolve this. However, the client agrees that they will continue to pay any invoices due while any issues are being resolved.

Signed for and behalf of Exceptional Thinking

Date



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Signed for and behalf of [Client]

Date