



ORDER FORM

FOR

PROFESSIONAL SERVICES

v. January 2026 – 1.0

[CustomerName]

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FOR
PROFESSIONAL SERVICES

1. INTRODUCTION

- 1.1. Words and phrases in this document beginning with a capital letter shall, except where expressly defined within this Order Form, have their respective meanings given in the **General Terms and Conditions for Professional Services** (the “**Services GTCs**”).
- 1.2. This Order Form forms part of the Agreement (see §3 of the Services GTCs), which is a legally binding contract between:
- 1.2.1. **HyBird Ltd.**, a private limited company incorporated in England with company number 09863415 and whose registered office is located at 167 Great Portland Street, 5th Floor, London, England W1W 5PF (the “**Supplier**”); and
- 1.2.2. **[Customer Name]**, a **[company type]** incorporated in **[Jurisdiction]** with company number **[number]** and whose registered office is located at **[address]** (the “**Customer**”).

2. PROFESSIONAL SERVICES

- 2.1. The Supplier has developed the software Platform known as “*Clarity*” and provides ancillary Professional Services in connection with the Platform.
- 2.2. The Customer wishes, subject to the Agreement, to purchase and receive the Professional Services.

3. THE AGREEMENT

- 3.1. The Agreement is comprised of the following documents:

Document	Location
Order Form	This document.
General Terms and Conditions for Professional Services	The provision and receipt of the Professional Services is subject to the Services GTCs current as at the Effective Date and available for viewing and download through the Trust Site (identified in Appendix 1).
Statement of Work (including the Specification)	Appendix 2
Project Plan (including the RACI, if applicable)	Appendix 3
Test Strategy	Appendix 4
Data Processing Terms	

- 3.2. The Services GTCs are fully and effectively incorporated into the Agreement and apply to the exclusion of any terms which the Customer may seek to apply (including in any purchase order).

4. TERM

- 4.1. The Agreement shall:
- 4.1.1. be effective (and binding on the parties) from **[DATE]** (the “**Effective Date**”); and

- 4.1.2. continue (unless and until terminated in accordance with its terms) until [successful completion of the Professional Services in accordance with this Order Form] [OR] [the expiry of [NUMBER] months from the Effective Date],

(the “Term”).

- 4.2. The Supplier shall perform the Professional Services from [DATE] [OR] [the Effective Date] and in accordance with the Project Plan.

5. FEES

- 5.1. The Fees payable as consideration for the Professional Services are as described in, and shall be calculated in accordance with, Appendix 1.
- 5.2. The Fees are payable:
- 5.2.1. in accordance with the Services GTCs; and
- 5.2.2. in British Pound Sterling (GBP(£)).
- 5.3. The Supplier may raise its invoice for the Fees payable [in advance] [OR] [in arrears] of the Professional Services and in accordance with clause 11 of the Services GTCs.

6. NOTICES

- 6.1. **Supplier:** [name] (or their successor), [job title], [e-mail address], and the address specified in paragraph 2.1.
- 6.2. **Customer:** [name] (or their successor), [job title], [e-mail address], and the address specified in paragraph 2.1.

7. EXECUTION

Agreed by the parties through their duly authorised representatives on the Effective Date:

For and on behalf of **HyBird Ltd.**

For and on behalf of **CUSTOMER**

Signed.....

Signed.....

Print Name.....

Print Name.....

Job Title.....

Job Title.....

Date.....

Date.....

Appendix 1Professional Services
(the commercial terms)**1. Commercial Terms**

Topic	Summary
Professional Services	The Supplier shall perform the Professional Services described in the Statement of Work [and in accordance with the Project Plan and Test Strategy]
Deliverables	As described in the Statement of Work
Milestones	[As described in the Project Plan]
Customer's Sites	[•]
Fees	[•]
Customer's Responsibilities	The Customer shall perform its responsibilities documented in the Project Plan [including the RACI].
Supplier Key Contact	[•]
Customer Key Contact	[•]

2. Special Conditions

2.1. The following Special Conditions shall apply to this Order Form:

- 2.1.1. [this Order Form is made under, and is subject to, the Master Agreement (*Wrapper*) agreed between the parties dated [date].]
- 2.1.2. [the parties agree that the Services GTCs are amended and/or supplemented as follows: [•]].

Appendix 2

Statement of Work

[Attach Statement of Work here – To contain the Specification and Deliverables]

Appendix 3

Project Plan [and RACI]

[Attach Project Plan here]

Appendix 4

Test Strategy

[Attach Test Strategy here]