

TERMS OF SERVICE

LAST REVIEWED 02/06/2026



BACKGROUND:

Together: The Hudson Collective, a trading brand **Hudson Outsourcing LLC** (the "Service Provider"), a limited liability company organised and existing under the laws of the State of Florida.

References to "Together", "we", "us" or "our" refer to **Hudson Outsourcing LLC** trading as **Together: The Hudson Collective**.

The Service Provider provides bid writing, proposal development, design, creative services, and associated consultancy services to business clients and possesses the necessary skill, knowledge, experience, and expertise in those fields.

These Terms and Conditions apply to the provision of services by the Service Provider to its clients.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

Agreement

means the agreement entered into by the Service Provider and the Client incorporating these Terms and Conditions (or variation thereof agreed upon by both Parties) which shall govern provision of the Services;

Business Day

means any day other than a Saturday, Sunday or federal public holiday in the United States.

Client

means the party procuring the Services from the Service Provider who shall be identified in the Agreement;

**Commencement Date**

means the date on which provision of the Services will commence, as defined in the Agreement;

Confidential Information

means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

Data Protection Legislation

means all applicable federal, state and local laws, regulations and requirements relating to privacy, data protection, information security and the processing of personal information, including, where applicable, the California Consumer Privacy Act (CCPA), the California Privacy Rights Act (CPRA), and any successor legislation, as amended from time to time;

Fees

means any and all sums due under the Agreement from the Client to the Service Provider, as specified in the Agreement;

Services

means the services to be provided by the Service Provider to the Client as defined in the Agreement, which may include bid writing, bid consultancy, graphic design, presentation design, and other related consultancy services; and

Term

means the term of the Agreement as defined therein.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time;

1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions or to a Clause of the Agreement, as appropriate; and

1.2.5 a "Party" or the "Parties" refer to the parties to the Agreement.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.



1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. PROVISION OF THE SERVICES

2.1 With effect from the Commencement Date, the Service Provider shall, throughout the Term of the Agreement, provide the Services to the Client.

2.2 The Service Provider shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the procurement, consultancy and design industries in the United States.

2.3 The Service Provider shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Agreement.

2.4 The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, bylaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

2.5 The Service Provider may, in relation to certain specified matters related to the Services, act on the Client's behalf. Such matters shall not be set out in the Agreement but shall be agreed between the Parties as they arise from time to time.

2.6 The Service Provider shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.

Any material change to the scope, timing, deliverables or performance of the Services shall be agreed in writing before the Service Provider is required to proceed. The Service Provider may provide a revised estimate of fees, timescales and impact before accepting any change.

2.7 **Bid Outcomes:** The Client acknowledges that the outcome of any bid, procurement or contracting process or bid submission is determined by the contracting authority or evaluation panel and therefore the Service Provider does not guarantee the success of any tender, RFP, proposal, procurement or contracting process, or bid submission.

2.8 **Design Services and Revisions:** Where the Services include graphic design, presentation design or related creative work, the Agreement may specify the number of revisions included within the Fees. Additional revisions or changes requested beyond the agreed scope may be subject to additional Fees.

3. CLIENT'S OBLIGATIONS

3.1 The Client shall use all reasonable endeavours to provide all pertinent information to the Service Provider that is necessary for the Service Provider's provision of the Services.

3.2 The Client may, from time to time, issue reasonable instructions to the Service Provider in relation to the Service Provider's provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Agreement.

3.3 In the event that the Service Provider requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.

3.4 If any consents, licences or other permissions are needed from any third parties such as local authorities or similar, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).

3.5 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of Clause 3 of the Agreement shall not be the responsibility or fault of the Service Provider.

3.6 The Client warrants that all information, documentation, figures, property details and compliance data provided to the Service Provider are complete, accurate and up to date.

The Service Provider shall not be liable for any loss, rejection, scoring impact or compliance issue arising from inaccurate, incomplete, misleading or late information supplied by the Client.

3.7 Where the Client provides instructions, documentation or approval within 48 hours of a submission deadline, the Service Provider shall use reasonable endeavours to complete the Services within the available timeframe.

The Client acknowledges that compressed timescales limit the opportunity for full compliance review, quality assurance and challenge.

The Service Provider shall not be liable for any errors, omissions or compliance risks directly attributable to insufficient time caused by late instruction or delayed provision of required information by the Client.

4. FEES, PAYMENT AND RECORDS

4.1 The Client shall pay the Fees to the Service Provider in accordance with the provisions of the Agreement.

4.2 The Service Provider shall invoice the Client for Fees due in accordance with the provisions of the Agreement.

4.3 All payments required to be made pursuant to the Agreement by either Party shall be made upon receipt of invoice by that Party of the relevant invoice.

4.4 All payments required to be made pursuant to the Agreement by either Party shall be paid in United States Dollars (USD) in cleared funds to such bank in the UK as the receiving Party may from time to time nominate.

4.5 Where any payment pursuant to the Agreement is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.

4.6 Without prejudice to sub-Clause 9.4.1 of the Agreement, any sums which remain unpaid following the expiry of the period set out in sub-Clause 4.3 of the Agreement shall incur interest at the rate specified in the Agreement or, where no rate is specified, the maximum rate permitted by applicable law.

4.7 There will be no refund authorised once payment has been received by the Service Provider (**Hudson Outsourcing LLC**). Money, which is paid, must be delivered as per the agreed timeframes allocated for that specific piece of work. If such works are cancelled, time can be utilised on alternative services, at an agreed timeframe, completely at the discretion of the Service Provider (**Hudson Outsourcing LLC**).

4.8 The Client shall be responsible for all sales, use, excise and similar taxes, duties or charges imposed by any federal, state or local authority in relation to the Fees.

5. LIABILITY, INDEMNITY AND INSURANCE

5.1 The Service Provider shall ensure that it has in place at all times suitable and valid insurance including commercial general liability insurance.

5.2 In the event that the Service Provider fails to perform the Services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the Client.

5.3 The Service Provider's total liability arising from the Agreement shall not exceed the total Fees paid by the Client under the Agreement. In no event shall either Party be liable for any indirect, incidental, consequential, special, exemplary or punitive damages, including loss of profits, loss of business opportunity or loss of anticipated revenue, whether arising in contract, tort or otherwise.

5.4 The Service Provider shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by the Service Provider.

5.5 Nothing in these Terms and Conditions nor in the Agreement shall limit or exclude the Service Provider's liability for death or personal injury.

5.6 Subject to sub-Clause 5.3 of the Agreement the Service Provider shall indemnify the Client against any costs, liability, damages, loss, claims or proceedings arising out of the Service Provider's breach of the Agreement.

5.7 The Client shall indemnify the Service Provider against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by the Service Provider) caused by the Client or its agents or employees.

5.8 Neither Party shall be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.

6. GUARANTEE

6.1 The Service Provider shall use reasonable skill and care in providing the Services and shall rectify any material errors in the Services identified during the period defined in the Agreement.

6.2 If any material errors in the Services are identified during the period set out in the Agreement, the Service Provider shall rectify such errors at no additional cost to the Client.

6.3 The remedies set out in this Clause 6 shall be the Client's sole and exclusive remedy, and the Service Provider's entire liability, for any failure to provide the Services with reasonable skill and care.

6.4 Except as expressly stated in these Terms, the Service Provider makes no warranty whatsoever with respect to the Services, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

7. CONFIDENTIALITY

7.1 Each Party undertakes that, except as provided by sub-Clause 7.2 of the Agreement or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement and for 5 years after its termination:

7.1.1 keep confidential all Confidential Information;

7.1.2 not disclose any Confidential Information to any other party;

7.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;

7.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

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7.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 7.1.1 to 7.1.4 of the Agreement.

7.2 Either Party may:

7.2.1 disclose any Confidential Information to:

7.2.1.1 any sub-contractor or supplier of that Party;

7.2.1.2 any governmental or other authority or regulatory body; or

7.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies; to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 7.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written statement confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of Clause 7 of the Agreement, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

7.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.

7.2.3 confidential Information shall not include information which the receiving Party can demonstrate was lawfully in its possession prior to disclosure by the disclosing Party and was not subject to any obligation of confidentiality.

7.2.4 confidential Information shall not include information independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party.

7.2.5 confidential Information shall not include information lawfully obtained from a third party who is entitled to disclose such information and who provides it without any obligation of confidentiality.

7.2.6 a Party may disclose Confidential Information where required by applicable law, regulation, court order or governmental authority, provided that, where legally permitted, the disclosing Party is given reasonable advance notice of such requirement and the receiving Party discloses only that portion of the Confidential Information required to comply with such obligation.

7.3 The provisions of Clause 7 of the Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

7.4 Each Party acknowledges that unauthorised disclosure or use of Confidential Information may cause irreparable harm for which damages alone may be an inadequate remedy. Accordingly, either Party shall be entitled to seek injunctive relief, equitable relief or any other remedies available at law in the event of any actual or threatened breach of this Clause 7.

8. FORCE MAJEURE

8.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

8.2 In the event that a Party to the Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period to be defined in the Agreement, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

9. TERM AND TERMINATION

9.1 The Agreement shall come into force on the agreed Commencement Date and shall continue for a defined Term from that date, subject to the provisions of Clause 9 of the Agreement.

9.2 Either Party shall have the right, subject to the agreement and consent of the other Party and exercisable by giving not less than 30 days written notice to the other at any time prior to the expiry of the Term specified in sub-Clause 9.1 of the Agreement (or any further period for which the Agreement is extended) to extend the Agreement for a further period of 12 months.

9.3 Either Party may terminate the Agreement by giving to the other not less than 30 days written notice, to expire on or at any time after the minimum term of the Agreement (which shall be defined in the Agreement).

9.4 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:

9.4.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 60 Business Days of the due date for payment;

9.4.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 30 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

9.4.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;

9.4.4 the other Party makes any voluntary arrangement with its creditors, becomes subject to bankruptcy, receivership, assignment for the benefit of creditors, reorganisation proceedings or any similar insolvency proceeding under applicable law.

9.4.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);

9.4.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;

9.4.7 the other Party ceases, or threatens to cease, to carry on business; or

9.4.8 control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this clause, "control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the voting interests of an entity.

9.5 For the purposes of sub-Clause 9.4.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

9.6 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

10. EFFECTS OF TERMINATION

Upon the termination of the Agreement for any reason:

10.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;

10.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

10.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;

10.4 subject as provided in Clause 10 of the Agreement and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and

10.5 each Party shall (except to the extent referred to in Clause 7 of the Agreement) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

10.6 Clauses relating to payment, confidentiality, intellectual property, limitation of liability, indemnity, governing law, jurisdiction and any provisions which by their nature should survive shall remain in force after termination or expiry.

11. DATA PROTECTION

11.1 All personal information processed by the Service Provider shall be collected, used, stored and protected in accordance with applicable Data Protection Legislation and the Service Provider's privacy policies and procedures.

11.2 For complete details of the Service Provider's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Client's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Service Provider's Privacy Notice available upon request.

12. DATA PROCESSING

12.1 In this Clause 12 and in the Agreement, the terms "personal data", "personal information", "data subject", "controller", "processor" and "data breach" shall have the meanings given to them under applicable Data Protection Legislation, where applicable.

12.2 All personal data to be processed by the Service Provider on behalf of the Client, subject to these Terms and Conditions and/or the Agreement, shall be processed in accordance with the terms of a Data Processing Agreement into which the Parties shall enter before any personal data is processed.

13. NO WAIVER

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

14. FURTHER ASSURANCE

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

15. COSTS

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

16. SET-OFF

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

17. ASSIGNMENT AND SUB-CONTRACTING

17.1 The Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge), sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

Notwithstanding the foregoing, the Service Provider may assign, transfer or delegate its rights or obligations under the Agreement without the Client's consent to:

17.1.1 any affiliate of the Service Provider; or

17.1.2 any entity acquiring all or substantially all of the Service Provider's business or assets through merger, reorganisation, consolidation, sale or similar transaction.

17.2 Any permitted assignee, transferee or successor shall assume and be bound by the obligations of the Service Provider under the Agreement.

18. TIME

18.1 All times and dates referred to in the Agreement shall be of the essence of the Agreement.

19. RELATIONSHIP OF THE PARTIES

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

20. NON-SOLICITATION

20.1 Neither Party shall, for the Term of the Agreement and for a period of 1 year after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Agreement without the express written consent of that Party.

20.2 Neither Party shall, for the Term of the Agreement and for a period of 1 year after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

21. INTELLECTUAL PROPERTY

21.1 Unless otherwise agreed in writing, all intellectual property rights in documents, bid responses, proposals, graphics, designs, templates, presentations and other materials produced by the Service Provider in the course of providing the Services shall remain the property of Hudson Outsourcing LLC until all Fees due under the Agreement have been paid in full.

21.2 Unless otherwise agreed in writing, editable design source files or working files may remain the property of the Service Provider.

21.3 Upon full payment of the Fees, the Client shall be granted a non-exclusive licence to use such materials for the purposes for which they were created.

21.4 The Service Provider retains the right to use general knowledge, skills, experience and non-confidential concepts developed during the provision of the Services in its future work.

22. THIRD PARTY RIGHTS

22.1 Nothing in the Agreement is intended to confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

22.2 Subject to Clause 22 of the Agreement, the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

23. NOTICES

23.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

23.2 Notices shall be deemed to have been duly given:

23.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

23.2.2 when sent by email and a successful transmission report or return receipt is generated; or

23.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

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23.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid. In each case notices shall be addressed to the most recent postal address or email address notified to the other Party.

24. ENTIRE AGREEMENT

24.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorized representatives of the Parties.

24.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

24.3 These Terms prevail over any Client terms and conditions, purchase order terms or other documents submitted by the Client, unless expressly agreed in writing by the Service Provider.

25. COUNTERPARTS

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

26. SEVERANCE

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

27. LAW AND JURISDICTION

27.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of the State of Florida.

27.2 Subject to the provisions of Clause 27 of the Agreement, any dispute, controversy, proceeding or claim arising out of or relating to the Agreement or these Terms and Conditions, including any non-contractual dispute or claim, shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of Florida, and each Party submits to the jurisdiction of such courts.

28. COMPLIANCE WITH LAWS

28.1 Each Party shall comply with all applicable federal, state and local laws, regulations, ordinances and rules in connection with the performance of its obligations under this Agreement.



28.2 Neither Party shall engage in any unlawful, fraudulent, corrupt or unethical conduct in connection with the Services.

28.3 The Service Provider shall comply with all applicable anti-bribery and anti-corruption laws, including, where applicable, the United States Foreign Corrupt Practices Act (FCPA).

28.4 Where the Services relate to public sector, government, federally funded or regulated procurement opportunities, the Client shall be responsible for ensuring the accuracy, completeness and legality of all information, certifications, representations and compliance statements supplied to the Service Provider.

28.5 The Client acknowledges that responsibility for compliance with procurement requirements, certifications, representations and contractual obligations ultimately rests with the Client and not with the Service Provider.

28.6 The Service Provider shall not be liable for any loss, exclusion, disqualification, rejection, audit finding, compliance issue or contractual consequence arising from inaccurate, incomplete, misleading or outdated information supplied by the Client.