

# INTER-COMPANY SERVICE AGREEMENT

This Inter-Company Service Agreement ("Agreement") is made this **9th day of November, 2025** ("Effective Date") between:

**THE LANDLORD ASSOCIATION**, a not-for-profit membership organization established under English law with registered address at 31 Larcombe Road, Boscoppa, St. Austell, PL25 3EZ ("TLA" or "Association")

**AND**

**TLA COMMERCIAL PARTNERSHIPS LIMITED**, a private limited company incorporated in England and Wales with Company Number 16844398 and registered office at 84 Sanderling Way, Iwade, Sittingbourne, ME9 8TE ("Commercial Entity" or "Company")

## WHEREAS:

A. TLA is a well-established not-for-profit membership organization serving over 77,000 members including more than 50,000 UK landlords, providing legal resources, compliance guidance, and support services;

B. TLA has developed significant brand recognition, member loyalty, digital platforms, and industry expertise over several years of operation;

C. Commercial Entity has been incorporated as a wholly-owned subsidiary to handle commercial partnerships, sponsorship arrangements, and revenue-generating activities on behalf of TLA;

D. The parties wish to formalize the service relationship whereby TLA provides core services, brand access, and member engagement to Commercial Entity, and Commercial Entity manages commercial operations and transfers appropriate revenue to TLA;

E. This arrangement is designed to ring-fence commercial liability while ensuring all revenue benefits TLA's charitable mission and member services;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

## 1. DEFINITIONS

1.1 "Brand Assets" means all trademarks, service marks, trade names, logos, domain names, social media accounts, and other intellectual property associated with The Landlord Association brand.

1.2 "Commercial Activities" means partnership agreements, sponsorship arrangements, advertising revenue, affiliate commissions, and other revenue-generating activities.

1.3 "Member Base" means TLA's current and future membership, including contact databases, communication channels, and member engagement platforms.

1.4 "Net Revenue" means gross revenue received by Commercial Entity less directly attributable costs, VAT, and reasonable operating expenses as detailed in Schedule A.

1.5 "Platform Services" means TLA's website, mobile applications, email systems, member portals, and related digital infrastructure.

## **2. SERVICES PROVIDED BY TLA TO COMMERCIAL ENTITY**

### **2.1 Brand and Trademark Usage**

TLA grants Commercial Entity non-exclusive rights to use Brand Assets solely for authorized Commercial Activities under the terms of the separate Trademark Licence Agreement.

### **2.2 Member Access and Communication**

TLA provides Commercial Entity with:

- a) Access to member communication channels for partner promotions
- b) Member database segmentation for targeted marketing
- c) Newsletter and email marketing placement opportunities
- d) Event and webinar promotional access
- e) Member survey and feedback coordination

### **2.3 Platform and Technical Services**

TLA provides:

- a) Website hosting and maintenance for partnership-related content
- b) CRM and database management services
- c) Payment processing infrastructure
- d) Customer service and member support
- e) Technical integration support for partner services

### **2.4 Reputation and Market Position**

TLA provides:

- a) Industry credibility and market positioning
- b) Regulatory and compliance expertise
- c) Media relations and PR support
- d) Industry connections and networking
- e) Thought leadership and content creation

### **2.5 Quality Assurance and Compliance**

TLA ensures:

- a) All partnerships align with member interests
- b) Compliance with relevant regulations
- c) Quality control over partner selection

- d) Member protection and advocacy
- e) Dispute resolution and member support

### **3. SERVICES PROVIDED BY COMMERCIAL ENTITY TO TLA**

#### **3.1 Partnership Management**

Commercial Entity shall:

- a) Identify, evaluate, and negotiate commercial partnerships
- b) Manage partner relationships and contract compliance
- c) Develop revenue optimization strategies
- d) Handle partnership documentation and legal compliance
- e) Manage commercial risk and liability

#### **3.2 Financial Management**

Commercial Entity shall:

- a) Process partnership revenues and payments
- b) Maintain detailed financial records and audit trails
- c) Handle VAT registration and compliance
- d) Manage commercial banking and treasury
- e) Prepare financial reporting for TLA

#### **3.3 Business Development**

Commercial Entity shall:

- a) Pursue new revenue opportunities
- b) Optimize existing partnership performance
- c) Develop commercial strategy and planning
- d) Market research and competitive analysis
- e) Innovation and new product development

### **4. FINANCIAL ARRANGEMENTS**

#### **4.1 Revenue Transfer Model**

The parties agree to operate under the following model:

- ☐ Model A: Commercial Entity transfers 90% of Net Revenue to TLA monthly
- ☒ **Model B: Commercial Entity transfers 100% of gross revenue less operating costs to TLA monthly**

#### **4.2 Service Fee**

In consideration for the services provided by TLA, Commercial Entity shall pay a monthly service fee equal to the revenue transfer amount specified in clause 4.1.

#### **4.3 Operating Cost Definition**

Operating costs shall include only:

- a) Direct partnership-related expenses
- b) Professional fees (legal, accounting, audit)
- c) Regulatory and compliance costs
- d) Insurance premiums
- e) Bank charges and transaction fees

#### **4.4 Payment Terms**

- a) Revenue transfers shall be made by the 15th day of each month for the preceding month
- b) Detailed financial statements shall accompany each transfer
- c) Annual audited accounts shall be prepared and shared
- d) Quarterly review meetings shall be held to assess performance

### **5. GOVERNANCE AND OVERSIGHT**

#### **5.1 Management Committee**

A joint management committee comprising representatives from both entities shall meet quarterly to review financial performance, assess partnership quality, plan strategic initiatives, resolve operational issues, and ensure compliance with this Agreement.

#### **5.2 Reporting Requirements**

Commercial Entity shall provide TLA with monthly financial statements, quarterly performance reviews, annual audited accounts, member feedback metrics, and compliance reports.

#### **5.3 Decision Making**

Material decisions affecting TLA's brand, reputation, or member interests require TLA's prior written approval.

### **6. INTELLECTUAL PROPERTY**

6.1 TLA retains all ownership rights to Brand Assets, member databases, and proprietary systems.

6.2 Commercial Entity acknowledges that all intellectual property developed using TLA resources belongs to TLA.

6.3 Upon termination, Commercial Entity shall immediately cease use of all TLA intellectual property and return all confidential information.

### **7. CONFIDENTIALITY**

7.1 Both parties acknowledge receipt of confidential information and agree to maintain strict confidentiality.

7.2 Confidential information includes member data, financial information, business strategies, and partner details.

7.3 This obligation survives termination of this Agreement.

### **8. INDEMNIFICATION**

8.1 Commercial Entity indemnifies TLA against all losses arising from Commercial Entity's commercial activities, except for gross negligence or willful misconduct by TLA.

8.2 TLA indemnifies Commercial Entity against losses arising from defects in

services provided by TLA, except where caused by Commercial Entity's misuse.

## 9. TERM AND TERMINATION

9.1 This Agreement commences on the Effective Date and continues for an initial term of three (3) years.

9.2 The Agreement automatically renews for successive one-year terms unless either party gives 90 days' written notice.

9.3 Either party may terminate immediately upon material breach, insolvency, or change of control without consent.

9.4 Upon termination, revenue transfers shall be completed, intellectual property usage shall cease, and existing commitments shall be honored.

## 10. DISPUTE RESOLUTION

10.1 Disputes shall first be addressed through good faith negotiation.

10.2 Unresolved disputes shall be submitted to mediation under CEDR Model Mediation Procedure.

10.3 If mediation fails, disputes shall be resolved by arbitration under LCIA Rules.

## 11. GENERAL PROVISIONS

11.1 **Governing Law:** This Agreement is governed by English law.

11.2 **Jurisdiction:** English courts have exclusive jurisdiction.

11.3 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties.

11.4 **Amendment:** Amendments must be in writing and signed by both parties.

11.5 **Severability:** Invalid provisions do not affect the remainder of the Agreement.

11.6 **Force Majeure:** Neither party is liable for delays due to circumstances beyond reasonable control.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first written above.

### THE LANDLORD ASSOCIATION

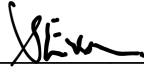
Signature:  \_\_\_\_\_

Name: Daniel J Francis

Title: Chief Executive Officer

Date: **November 9, 2025**

**TLA COMMERCIAL PARTNERSHIPS LIMITED**

Signature: \_\_\_\_\_

Name: Scott Evans

Title: Director

Date: **November 9, 2025**

**SCHEDULE A - OPERATING COST CATEGORIES**

**1. Direct Partnership Costs**

- Partner onboarding and integration costs
- Marketing and promotional expenses
- Technology integration and development
- Training and support costs

**2. Professional Services**

- Legal fees for contract review and compliance
- Accounting and bookkeeping services
- Audit and assurance fees
- Regulatory compliance consulting

**3. Business Operations**

- Insurance premiums (professional indemnity, D&O)
- Bank charges and transaction fees
- Communication and travel expenses
- Office and administrative costs

**4. Excluded Costs**

The following are NOT considered operating costs:

- Management salaries or director remuneration
- Non-partnership related expenses
- Capital expenditures
- Fines or penalties
- Personal expenses