ENGAGEMENT DOCUMENTS | MODEL V1.0

# Proof of Concept Marketplace Analysis Agreement

Illustrative 5 marketplaces x 5 product categories model

**MODEL TERMS - NOT AN OFFER:** This public model is a drafting aid and is not legal advice, a quotation or a contract capable of acceptance. IRELCO will issue a tailored agreement after scoping. Obtain solicitor review before first execution.

| Document control | Detail |
|---|---|
| **Document** | Proof of Concept Marketplace Analysis Agreement |
| **Version** | v1.0 model - 1 September 2026 |
| **Supplier** | IRELCO Ltd |
| **Commercial model** | Illustrative 5 marketplaces x 5 product categories |
| **Review status** | Model terms - legal review required before execution |
| **Contact** | hello@irelco.co.uk |

This Agreement is dated [DATE] and made between:

- IRELCO LTD, a company registered in England and Wales under company number 15377065, whose registered office is at Goldworks, Mill Lane, Ebbw Vale, Wales, NP23 6GR (the Supplier); and
- [CLIENT LEGAL NAME], a company registered in [JURISDICTION] under number [NUMBER], whose registered office is at [ADDRESS] (the Client).

Each is a Party and together they are the Parties.

# 1. Purpose

1.1 The Client wishes to evaluate the Supplier's marketplace intelligence, data-gathering and analysis capability through a time-limited, fixed-scope proof of concept (the POC).

1.2 This Agreement sets out the terms on which the Supplier will assess a defined set of marketplaces and product categories and deliver a summary report.

1.3 The POC is an evaluation exercise. It does not commit either Party to a subsequent engagement, licence, subscription, monitoring programme, enforcement action or regulatory submission.

# 2. Definitions

| Term | Meaning |
|---|---|
| **Target Marketplaces** | The five online marketplaces specified by the Client in Schedule 1. |
| **Target Products** | The five products, product lines, brands, categories, models or search themes specified by the Client in Schedule 1. |
| **Sub-products** | Relevant variants, model families, accessories, bundles, imitations, derivatives or closely associated product types identified during analysis. |
| **Notable Exceptions** | Listings, variants, sellers, patterns or marketplace behaviours that appear materially unusual, ambiguous or otherwise worth highlighting in the Supplier's analytical judgement. |
| **Notable Seller Types** | Seller groupings identified from available listing and seller information, such as specialists, generalists or apparently connected operating patterns. |
| **Collection Window** | The period specified in Schedule 1 during which data is gathered and reviewed. |
| **Deliverable** | The summary report described in Schedule 2. |
| **Client Data** | Reference material, product details, search terms, images, identifiers or other materials supplied by the Client. |
| **Output Data** | The analysis, examples, extracts and findings produced by the Supplier under this Agreement. |
| **Services** | The POC services described in Schedule 1. |

# 3. Scope

3.1 The Supplier will perform the Services for up to five Target Marketplaces and up to five Target Products for the fee stated in clause 4.

3.2 The scope is limited to the Target Marketplaces and Target Products confirmed in Schedule 1. If fewer than five of either are specified, the fee remains fixed unless agreed otherwise in writing.

3.3 The Supplier will use reasonable skill and care to identify relevant Sub-products, Notable Exceptions and Notable Seller Types arising during analysis.

3.4 The marketplace listing rows returned for analysis are capped at 5,000 rows per selected category, up to a theoretical maximum of 25,000 rows where five selected categories are used. Results depend on the rows made available by each marketplace's systems and algorithms.

3.5 The Deliverable is a summary report based on that capped analysis volume. Unless agreed otherwise, the POC excludes a full listing dataset, exhaustive capture, ongoing monitoring, takedown action, expert testimony, legal advice, bespoke dashboards and API access.

3.6 Additional marketplaces, products, categories, row volumes, datasets, monitoring, reports, integrations or regulatory-support workflows require a separate written order.

3.7 Any change to scope must be agreed in writing and may affect fees, dates and deliverables.

## 4. Fees and payment

4.1 The illustrative total fee for the Services is EUR 5,000 (five thousand euros), exclusive of VAT or other applicable taxes, unless the issued agreement states another amount.

4.2 The fee covers the scope in clause 3 and the Deliverable in Schedule 2.

| Stage | Amount | Trigger |
|---|---|---|
| Deposit | EUR 1,650 (33%) | On signature; invoice payable within 7 days |
| Balance | EUR 3,350 (67%) | On delivery; invoice payable within 14 days |

4.3 The POC start date is the date on which the deposit is received in cleared funds. Delivery dates run from that date.

4.4 Invoices are payable in euros by bank transfer to the account stated on the invoice. Bank charges are borne by the Client.

4.5 Late payment may attract interest at 4% per annum above the Bank of England base rate, accruing daily. The Supplier may suspend the Services until payment is received.

4.6 The deposit is non-refundable once collection or analysis has commenced, except where the Supplier terminates without cause under clause 10.

## 5. Client obligations

5.1 The Client will confirm the Target Marketplaces and Target Products, provide agreed reference material and a named contact within five working days of the start date, identify priority concerns and exclusion criteria, respond to reasonable queries within two working days, and confirm that it is entitled to provide Client Data and receive the Deliverable.

5.2 Delay by the Client extends delivery dates by an equivalent period.

## 6. Deliverable and acceptance

6.1 The Supplier will provide one summary report in PDF format unless another format is agreed in writing.

6.2 The report will include a concise method overview, findings across the Target Marketplaces and Target Products, representative examples, selected evidence references, notable patterns, limitations and recommendations for follow-on work.

6.3 The report provides representative, decision-useful findings. It is not an exhaustive inventory of every listing, seller, variant or exception unless expressly agreed.

6.4 The Client has 10 working days from delivery to notify the Supplier in writing of any material non-conformity with Schedule 2. Without notice, the Deliverable is deemed accepted.

6.5 On valid notice, the Supplier will remedy the affected part within 10 working days. This is the Client's exclusive remedy for non-conformity.

## 7. Nature of the data and analysis

7.1 Output Data is gathered from publicly accessible marketplace listings at the time of capture. Listings may change or be removed after capture.

7.2 The Supplier records source references and capture timestamps where reasonably available so that report examples are traceable.

7.3 Identification of Sub-products, Notable Exceptions and Notable Seller Types is based on available marketplace data, Client Data and reasonable analytical judgement.

7.4 The Supplier does not provide legal advice, regulatory determinations or conclusions of law. Assessments are evidence-based analysis for the Client to consider and act upon at its discretion.

7.5 The Supplier is an independent private company. It is not a regulator and does not act on behalf of an enforcement authority.

## 8. Intellectual property

8.1 The Client retains all rights in Client Data.

8.2 The Supplier retains all rights in its platforms, software, methods, models, know-how, templates, workflows, report formats and independently developed material.

8.3 On payment in full, the Supplier grants the Client a perpetual, non-exclusive, non-transferable licence to use, copy and internally distribute the Deliverable for its own business, compliance, brand-protection, product-safety and planning purposes, including reasonable sharing with advisers, regulators or marketplaces for those purposes.

8.4 The Client may not resell, sublicense or publish the Deliverable or Output Data as a standalone data product without prior written consent.

8.5 The Supplier may use aggregated, anonymised and non-attributable insights to improve its services. It will not identify the Client or Target Products without prior written consent.

## 9. Confidentiality, data protection and publicity

9.1 Each Party will keep the other's confidential information secret, use it only for this Agreement and protect it with no less care than its own confidential information. This obligation survives for three years after termination.

9.2 The Services are designed around publicly available business-listing information. Before personal data is processed, the Parties will confirm roles and append any required data-processing terms.

9.3 Neither Party will issue publicity naming the other without prior written consent. A case study or anonymised results statement requires written agreement.

## 10. Term and termination

10.1 This Agreement starts on signature and ends on acceptance of the Deliverable and payment in full unless terminated earlier.

10.2 Either Party may terminate immediately by written notice if the other commits a material breach not remedied within 14 days of notice, or becomes insolvent.

10.3 The Client may terminate for convenience on 14 days' written notice. The deposit is retained and the Client pays for work performed to the termination date, capped at the total fee.

10.4 On termination, the Supplier will deliver substantially completed Output Data produced to that date, subject to payment of sums properly due.

## 11. Warranties and liability

11.1 The Supplier warrants that it will perform the Services with reasonable skill and care in accordance with good industry practice.

11.2 The Supplier does not warrant that Output Data is complete, that every relevant listing will be identified, or that a particular commercial, enforcement, regulatory or removal outcome will be achieved.

11.3 Neither Party is liable for loss of profit, revenue, anticipated savings, goodwill or reputation, or for indirect or consequential loss.

11.4 Each Party's total aggregate liability under this Agreement is limited to the total fee paid or payable under it, except for liability that cannot lawfully be limited.

## 12. General

12.1 Independent contractor. The Supplier acts as an independent contractor. Nothing creates a partnership, joint venture or employment relationship.

12.2 Subcontracting. The Supplier may use subcontractors for elements of the Services and remains responsible for their performance.

12.3 Force majeure. Neither Party is liable for delay caused by events beyond its reasonable control, including loss of marketplace access, platform changes, unavailable listings or data-source interruption.

12.4 Entire agreement. This Agreement and its Schedules form the entire agreement and supersede prior discussions and proposals.

12.5 Variation. A variation must be in writing and signed by both Parties.

12.6 Assignment. Neither Party may assign this Agreement without the other's written consent.

12.7 Third parties. No third party has rights under this Agreement.

12.8 Notices. Notices must be in writing to the contacts in Schedule 1 and are effective on delivery or the next working day if sent by email.

12.9 Order of precedence. The body of this Agreement prevails over the Schedules unless a Schedule expressly states otherwise.

12.10 Governing law and jurisdiction. This Agreement is governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction, unless the issued agreement states a legally reviewed alternative.

12.11 Counterparts. This Agreement may be signed in counterparts, including by electronic signature.

## Signatures

| For IRELCO Ltd | For [CLIENT LEGAL NAME] |
|---|---|
| Signature: ____________________________________ | Signature: ____________________________________ |
| Name: ________________________________________ | Name: ________________________________________ |
| Position: _____________________________________ | Position: _____________________________________ |
| Date: ______ / ______ / __________ | Date: ______ / ______ / __________ |

# Schedule 1 - Scope of the POC

## Objective

To demonstrate IRELCO's capability to identify, classify and evidence relevant marketplace listings, sub-products and notable exceptions across a limited marketplace and product set.

## Engagement parameters

| Parameter | Detail |
| --- | --- |
| **Target Marketplaces** | [LIST UP TO FIVE MARKETPLACES] |
| **Target Products** | [LIST UP TO FIVE PRODUCTS, PRODUCT LINES, BRANDS, CATEGORIES OR SEARCH THEMES] |
| **Search terms and identifiers** | [BRAND TERMS, MODEL NUMBERS, ASIN / ISBN / EAN, CATEGORY TERMS, IMAGE REFERENCES] |
| **Territories or domains** | [LIST] |
| **Priority concerns** | [RISK SIGNALS, WARNING ISSUES, IDENTITY CONCERNS OR OTHER RESEARCH PRIORITIES] |
| **Collection Window** | [PERIOD FROM THE START DATE] |
| **Delivery date** | [NUMBER] working days after the Collection Window |
| **Client contact** | Name: ______________________ Role: ______________________ Email: ______________________ |
| **Supplier contact** | IRELCO engagement team - hello@irelco.co.uk |

| Included in scope | Excluded from scope | Assumptions |
| --- | --- | --- |
| - Search configuration<br>- Representative listing and metadata review<br>- Sub-products, exceptions and seller-type analysis<br>- Representative examples and summary findings<br>- One review call of up to 60 minutes | - More than five marketplaces or five product categories<br>- More than 5,000 rows per category or 25,000 rows in total<br>- Exhaustive or full CSV/JSON datasets<br>- Ongoing monitoring or repeat analysis<br>- Takedown, testing, inspection or regulator correspondence<br>- Legal advice, submissions, testimony, integrations, dashboards or API access | - Marketplaces remain publicly accessible<br>- The Client provides reference material and timely responses<br>- Listings and seller information remain available<br>- Relevance and exceptions use reasonable analytical judgement |

# Schedule 2 - Deliverable and quality

| Ref | Deliverable | Format |
|---|---|---|
| D1 | Summary report covering the agreed marketplaces and product categories | PDF |

## Report contents

- Executive summary, scope and method overview.
- Confirmation of selected categories and the row-volume cap applied.
- Marketplace-by-marketplace and product-by-product observations.
- Representative Sub-products, Notable Exceptions and Notable Seller Types.
- Selected evidence references, screenshots or extracts where available.
- Key patterns, limitations, assumptions and recommended next steps.

## Quality and evidence controls

- Source references and capture timestamps where reasonably available.
- Clear distinction between observed data, analytical judgement and recommendations.
- A corrections log for any agreed post-delivery amendment.
- Secure delivery to the named Client contact.
- Output retention for [12] months unless another period is agreed.

# Schedule 3 - Illustrative commercial options

| Item | Illustrative term |
|---|---|
| **POC fee** | EUR 5,000 excluding VAT, subject to the issued agreement |
| **Included scope** | Up to five Target Marketplaces and five Target Products |
| **Deposit** | 33% on signature; start date tied to cleared funds |
| **Additional marketplace** | [AMOUNT] by separate written order |
| **Additional product** | [AMOUNT] by separate written order |
| **Full listing dataset** | [AMOUNT], subject to volume and availability |
| **Continuation into monitoring** | Separate proposal and agreement |
| **Validity of issued offer** | [30] days from issue |

**REQUEST A TAILORED AGREEMENT:** Email hello@irelco.co.uk with the proposed scope and timing.