

AGREEMENT FOR CONSULTANCY SUPPORT BETWEEN

DGM Agility LIMITED

AND

XXX

THIS AGREEMENT is entered into from the date of signature by both Parties and is between:

DGM Agility Limited

Having its registered office at 31, The Fox Hollies, Shirland, DE556NA, United Kingdom

(hereinafter referred to as 'the Supplier')

and

XXX (hereinafter referred to as 'the Customer')

Either or both of which may be referred to individually as 'the Party' or collectively as 'the Parties'.

WHEREAS the Customer wishes to acquire the support of Consultant(s) supplied by the Supplier at the Location for the services set out in the Statement of Work.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definitions

For the purposes of this agreement the following shall apply:

'Agreement' means this document together with all associated exhibits hereof.

'Business Days' means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

'Confidential Information' means any information of a confidential nature (or copies of such information) concerning the business, affairs, customers, clients or suppliers of the Disclosing Party or of any member of its Group (if any) which is disclosed to the Receiving Party including, without limitation, specifications, drawings, designs, computer software, know-how, programs, data, process techniques and formulae; information relating to any research project, future development, marketing and sales leads and work in progress; and any engineering, technical, manufacturing, service, commercial, financial and personnel information relating to present and future business whether in oral, written, graphic, electronic or other machine readable form.

'Consultant(s)' means the role(s) set out in the Exhibit 1 or the Statement of Work, as applicable.

'Documentation' means written material provided to the Consultant(s) pursuant to the requirements of this Agreement.

'Group' means, in relation to a company, that company, any subsidiary of it, any company of which it is a subsidiary (its "holding company"), any other subsidiary of its holding company and any subsidiary or holding company of any such subsidiary.

'Location' means the Customer premises where the Consultant(s) will be based including, but not limited to, the Customer premises.

'Statement of Work' A document setting out project-specific activities, Consultants, deliverables and timelines as set out in Exhibit 1 or otherwise attached to this Agreement.

2. Supplier Services

1. The Customer engages the Supplier to provide Consultant(s) hereto upon the terms and conditions hereinafter mentioned.
2. Details relating to the specific projects are embodied in the Statement of Work, which will be subject to the terms of this agreement. Such Statement of Work will become binding once signed by both parties.

3. Duration

1. The Agreement operates from the date of signature of this Agreement (or signature of the attached Statement of Work) until the expiration of the Statement of Work.

4. Consultant(s) Obligations

1. The Consultant(s) shall be provided at the Location as detailed in the applicable Statement of Work.
2. The Consultant(s) shall perform the duties specified by the Customer with all proper care and in accordance with good industry standard. The Consultant(s) shall comply with all reasonable requests and instructions of the Customer.
3. The Consultant(s) are not employees of the Customer and the Supplier shall ensure that the Consultant(s) shall not at any time hold themselves out as an employee of the Customer. The Consultant(s) and Supplier shall not enter into any undertakings or commitments on behalf of the Customer.
4. The Supplier shall be responsible for making appropriate deductions for tax and labour contributions and the Supplier indemnifies the Customer in respect of any claims made by the relevant authorities against the Customer in respect of such tax and labour contributions relating to the provision of support by the Consultant(s).
5. The Consultant(s) shall comply with the policies, rules and regulations in force at the Location.

5. The Customer Obligations

1. The Customer shall make available such working space and facilities at the Location as the Consultant(s) may reasonably require for the provision of their support.
2. The Customer shall make available appropriate personnel to liaise with the Consultant(s).
3. The Customer shall provide all information and materials sufficient in the reasonable opinion of the Consultant(s) to enable the Consultant(s) to proceed with their support in a timely manner.

6. Price

1. The Customer shall pay to the Supplier an agreed rate per day, per Consultant excluding VAT. Details of Consultant roles and number of days required shall be as set out in a Statement of Work'
2. Each Consultant will have an agreed base location to operate from as set out in the Statement of Work pursuant to clause 4.1. No expenses will be applicable for that base location.
3. The Consultant(s) will be required to travel away from agreed locations on an as required basis, travel and accommodation bookings to be made by the Customer or DGM Agility Ltd and paid for by the Customer. Expenses must be agreed in advance in writing and shall be paid by the Customer against valid receipts only and without any additional overhead.

7. Payment

1. The Customer shall pay the Supplier within thirty (30) days of receipt of an invoice clearly marked with the Customer Purchase Order number.
2. For all Time and Materials charges, the Supplier shall invoice the Customer monthly in arrears based on the actual days, per Consultant, incurred in the preceding one (1) month.
3. Where the Customer, upon reasonable grounds, disputes the invoice or any item in the invoice, it shall notify the Supplier of such objection in writing within ten (10) Business Days of receipt.
4. The Supplier shall endeavour to resolve any such dispute within five (5) Business Days of its receipt of such notification and notify the Customer of any correction or credit due.
5. Where the parties agree any fixed price charges, the payment provisions shall be as stated in the relevant Statement of Work as attached in Exhibit 3.

8. Intellectual Property Rights

1. Title to, access to, copyright in and all intellectual property rights to all items and material provided by the Customer to the Supplier or created under or arising out of the provision of the Consultant(s) support shall vest in the Customer, subject to any pre-existing third party rights and licences specified in the applicable Statement of Work.
2. If the Supplier wishes to embed any third party software in any deliverable provided under the Statement of Work, the Supplier shall consult with the Customer as to the terms of any third party licence, Such terms shall be subject to the prior written approval of the Customer, such approval not to be unreasonably withhold or delayed.
3. The Customer grants the Supplier and the Consultants a non-exclusive royalty-free licence to use and modify the Customer's intellectual property rights, including any third party intellectual property rights made available by the Customer, which are required to be made available to the Supplier by the Customer for the provision of the services.

9. Resource Provision Basis

1. Consultants will be assigned to tasks, durations and Locations agreed by the Customer and the Supplier and set out in a Statement of Work.

10. Confidentiality

- 10.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Clause 10.2(a).
- 10.2 Each Party may disclose the other Party's Confidential Information:
 - a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this Clause 10; and
 - b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 No Party shall use the other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

11. Liability

- 11.1 In no event shall either the Supplier or the Customer be liable to the other for loss of revenue, profit, business, goodwill or anticipated profit, or for any indirect, special or consequential loss.
- 11.2 Subject to Clause 11.3 the aggregate liability of the Supplier for all losses, damages or liabilities howsoever arising, under or in connection with this Agreement, in contract, tort (including negligence) or otherwise, shall not exceed 100% of the charges paid by the Customer under this Agreement in the preceding 12 months.
- 11.3 Nothing in this Agreement shall limit either Party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation or for any other matter that cannot be excluded at Law.

12. Termination

- 12.1 The Customer and the Supplier shall have the right at any time to cancel this Agreement including any current relevant Statement of Work set out in Exhibit 3 either wholly or in part by giving two (2) months written notice.

13. Assignment

13.1 Neither Party may assign or transfer any of its rights or obligations under this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld.

14. Force Majeure

14.1 Neither Party shall be liable for any delay in performing, or any failure to perform any of its obligations under this Agreement, if such delay or failure results from events or circumstances beyond its reasonable control including, but not limited to, Acts of God, fire, explosion, Government control, restrictions or prohibitions or any other Government Act or omission, whether local or national, provided that as soon as reasonably practicable the Party who is affected by the circumstances beyond its reasonable control, serve on the other Party a notice informing the other Party of the circumstances in question and their effect on the performance of obligations under this Agreement. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 30 days, the Party not affected may terminate this Agreement immediately by giving written notice to the affected Party.

15. Notices

15.1 All notices and other correspondence to be provided to the Customer or the Supplier pursuant to this Agreement shall be sent to each Party's registered address or such other address as may be made known to the other Party

15.2 All communications pertinent to this Agreement and any variation to this Agreement shall be enforceable and binding upon the Parties only if made or confirmed in writing by the appropriate responsible representatives above.

15.3 All documentation and communications required under this Agreement shall be in the English language.

16. Amendments

16.1 Any changes to this Agreement shall be captured by specific agreement in writing signed by the duly authorised representatives of the Parties.

17. Publicity

17.1 The Supplier shall obtain the prior written approval of the Customer concerning the content and timing of news releases, articles, brochures, advertisements, prepared speeches, and other information releases to be made by the Supplier concerning this Agreement or the work performed or to be performed hereunder.

17.2 The Customer shall be given a reasonable time to review the proposed text prior to the date scheduled for its release. This approval shall not be unreasonably withheld.

18. Waiver

18.1 The failure or delay of either Party to enforce or to exercise any term of or right or remedy arising out of this Agreement does not constitute, and shall not be construed, as a waiver of such term of right or remedy and shall not affect the Parties' right later to enforce or exercise it, or any other term, right or remedy.

19. Severability

19.1 In the event that any condition or provision of this Agreement shall be determined invalid, unlawful or unenforceable, such condition or provision shall be severed from the remaining conditions or provisions which shall continue to be valid to the fullest extent permitted by law.

20. Headings

20.1 Article headings are inserted into this Agreement for ease of reference and shall have no effect in the interpretation of the Agreement.

21. Entire Agreement

21.1 This Agreement (and the Statement of Work incorporated at Exhibit 3) embodies and sets forth the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement and Statement of Work. Neither Party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Agreement or Statement of Work.

21.2 This Agreement is not intended to establish and shall not be construed by either the Customer or the Supplier as establishing any form of business partnership between themselves. Neither shall one party use the name, crest, logo or registered image of the other party or the name of any employee or member of staff or student of the other party for any purpose without the express written permission of the other party.

22. Law

22.1 This Agreement shall be governed, construed and take effect with the signing of this agreement by both Parties according to the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

Commercial in Confidence

*****END of DOCUMENT*****