

Consultancy Agreement

THIS AGREEMENT is made on [DATE]

Parties

TechGenetix Ltd, a company incorporated in England and Wales with registered number 15291339 whose registered office is at 18 St. Cross Street, 4th Floor, London, England, EC1N 8UN (the 'Consultancy'); and

«Account_Name», a company incorporated in England and Wales with registered number «Registered_UK_Number» whose registered office is at «Billing_Street_2» «Street_Address» «Street_Address_2» «Town» «City_County» «Postcode» (the 'Client')

NOW IT IS AGREED AS FOLLOWS:

1 Interpretation

1.1 In these Terms:

Assignment means the provision by the Consultancy of Services to the Client during a particular period which Services, period and other details are agreed between the Consultancy and the Client and set out (or referred to) in an Assignment Schedule;

Assignment Schedule means the schedule setting out (or identifying) the Services to be provided to the Client by the Consultancy relating to an Assignment which schedule shall be agreed (and signed) by the Client and the Consultancy;

Bribery Legislation means the Bribery Act 2010;

Business Day means any day (other than a Saturday or Sunday) on which banks are generally open in England for non-automated normal business;

Client Property means all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Client and business contacts, and any equipment, keys, hardware or software provided for the Consultancy's use by the Client during an Assignment, and any data or documents (including copies) produced, maintained or stored by the Consultancy on the computer systems or other electronic equipment of the Client or the Consultancy during an Assignment;

Confidential Information means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client or Consultancy (as appropriate) for the time being confidential to the Client or Consultancy and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or Consultancy or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts, including information that the Consultancy creates, develops, receives or obtains in connection with an Assignment, whether or not such information (if in anything other than oral form) is marked confidential, and is not for the time being in the public domain (or is in the public domain through unauthorised disclosure by the Client or the Consultancy);

Equipment means the Consultancy's equipment and materials as necessary for the provision of the Services during an Assignment;

Fee means the rate specified in an Assignment Schedule calculated (unless otherwise agreed) in accordance with the Consultancy's current standard rates notified to the Client from time to time [or upon completion of any agreed Milestones specified in an Assignment Schedule];

Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations hereunder;

Intellectual Property Rights means all existing and future copyright, design rights, know-how, registered designs, trademarks, patents, domain names, database rights, applications for any of these, the right to apply for any of these and all other intellectual property rights, in any part of the world, for the full term and any renewals and extensions of such rights generated or produced by the Consultancy solely during the provision of the Services;

Location means the Consultancy's or the Client's premises as specified in the relevant Assignment Schedule as agreed from time to time; **NB: Are the Personnel likely to need to attend the Client's premises or will the services be provided remotely? If the latter these terms require further amendment.**

[Milestones means specified stages of the Services as set forth in an Assignment Schedule or as agreed from time to time;]

Period means the period specified in an Assignment Schedule for the provision of the Services;

Personnel means employees, officers, representatives, sub-contractors and substitutes used by the Consultancy to provide the Services;

Services means the services to be provided by the Consultancy to the Client, as more particularly described in the Assignment Schedule.

- 1.2 References to the Client shall unless the context indicates otherwise be deemed to refer to the Client and any company which is directly or indirectly a subsidiary or holding company of the Client or a subsidiary of any such holding company.
- 1.3 Words and phrases which are generally defined for the purposes of the Companies Act 2006 shall, unless the context otherwise requires, bear the same meanings in this Agreement.
- 1.4 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.
- 1.5 This Agreement supersede all previous agreements between the Client and the Consultancy.

2 The Services

- 2.1 The Consultancy agrees to provide the Services to the Client during an Assignment and the Client agrees to receive the Services as set out in an Assignment Schedule.
- 2.2 If appropriate, objectives shall be deemed to be achieved according to the agreed Milestones set out (or referred to) in the Assignment Schedule.
- 2.3 The Services are provided at the Client's request and the Client accepts that it is responsible for verifying that the requirements for the Services set out in the Assignment Schedule are suitable for its own needs.

- 2.4 If the Consultancy agrees to carry out any work at the Client's express request outside the scope of the Services, the provisions of this Agreement will apply to the work undertaken and the fee shall be agreed between the Parties at the relevant time.
- 2.5 This Agreement constitutes a contract for services between the Consultancy and the Client for the Consultancy to provide Services to the Client as may be agreed in an Assignment Schedule from time to time and any Assignment is subject to the terms of this Agreement.
- 2.6 [The Consultancy agrees that it shall follow any statutory rules and regulations (including but not limited to health and safety and use of the Client's equipment) reasonably applicable to independent contractors whilst providing the Services at the Location.]

3 The Consultancy

- 3.1 The Consultancy acknowledges that it is engaged as an independent contractor and nothing in this Agreement renders it an agent or partner of the Client and the Consultancy will not hold itself out as such.
- 3.2 This Agreement remains in force for the duration of an Assignment and the Consultancy further agrees that clause 3.5.3 shall remain in force for one year after termination of an Assignment howsoever caused.
- 3.3 The Client is under no obligation to offer any other work in addition to the agreed Services and the Consultancy is under no obligation to accept and perform any additional work if offered.
- 3.4 The Services shall be provided on a non-exclusive basis and the Consultancy shall be free to enter into contracts to provide services to third parties provided that such a contract does not place the Consultancy in breach of this Agreement nor interfere, conflict or compete with the Services provided or the business of the Client.
- 3.5 The Consultancy further warrants that:
 - 3.5.1 it has full capacity to enter into this Agreement;
 - 3.5.2 it is not subject to an insolvency event of any kind within the meaning of the Insolvency Act 1986 (as amended);
 - 3.5.3 the Consultancy shall (and procures that its Personnel shall) both during an Assignment and after its termination keep confidential and not (except as authorised or required for the purposes of this Agreement) use or disclose or attempt to use or disclose any of the Confidential Information;
 - 3.5.4 it will not knowingly infringe any existing Intellectual Property Rights owned by a third party;
 - 3.5.5 the Consultancy shall procure that the Personnel have the necessary skills to undertake the Services on its behalf.
- 3.6 The Consultancy will not hold itself out as having authority to bind the Client nor have any authority to incur any expenditure in the name of or on behalf of the Client.
- 3.7 The Consultancy shall procure that in relation to any attendance at the Client's premises by its and/or the Personnel all such Personnel shall comply with the Client's regulations in relation to health and safety and security.

4 Fees

- 4.1 In consideration of the provision of the Services provided by the Consultancy during an Assignment pursuant to this Agreement the Client will pay the Fees agreed as set out in the relevant Assignment Schedule.
- 4.2 All fees exclude VAT.
- 4.3 Payment will be made by the Client within fourteen (14) days of the date of receipt of the Consultancy's invoice (unless otherwise stated in an Assignment Schedule).

- 4.4 If any sum due to the Consultancy under an Assignment (other than one which is the subject of a genuine dispute) is in arrears after the due date, the Consultancy may without prejudice to any other right or remedy:
 - 4.4.1 charge interest on such overdue sum on a day to day basis from the original due date specified in clause 4.3 until paid in full at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended); and/or
 - 4.4.2 suspend (without liability on the Consultancy's part) the provision of the Services on one (1) Business Day's prior written notice.
- 4.5 Should any outstanding invoices not be settled upon termination, including such circumstances where work has been performed by the Consultancy but is yet to be invoiced, the Consultancy agrees to provide its final invoices within fourteen (14) days of termination and the Client further agrees to pay any owed monies within fourteen (14) days following receipt of final invoices (unless otherwise stated in an Assignment Schedule).

5 Client's Obligations

- 5.1 The Client shall upon the Consultancy's request:
 - 5.1.1 provide the Consultancy with all necessary information, facilities, support and services reasonably required by the Consultancy for the performance of its obligations to the Client while performing Services in respect of an Assignment at the Client's premises including (without limitation) adequate office accommodation, a secure work space, telephone services and access to the applicable computers, software, hardware and systems of the Client as may be reasonably necessary for the performance of the Services;
 - 5.1.2 provide the Personnel with appropriate access to the areas in which the Services are to be performed;
 - 5.1.3 take all reasonable steps to ensure the health and safety of the Consultancy's Personnel while they are at the Client's premises;
 - 5.1.4 ensure that the computer and operating system and any other hardware or software which the Consultancy has agreed to use or modify for the purpose of the Services are either the property of the Client or are legally licensed to the Client or legally permissioned for use by the Client;
 - 5.1.5 ensure that its employees, agents and contractors co-operate with the Consultancy in relation to the provision of the Services; and
 - 5.1.6 provide the Consultancy with such access credentials, materials, cryptographic keys and other data as may be reasonably necessary to perform and deliver the Services within a reasonable timeframe of each request. In the event that the required materials are not made available, the Consultancy has the right to assess reasonable charges associated with any resulting delays.

6 Term – Agreement and Assignments

- 6.1 This Agreement shall commence on the date of this Agreement and shall continue until terminated in accordance with the provisions of this Agreement or as agreed in writing between the Consultancy and the Client.
- 6.2 Upon termination of this Agreement any Assignment then in existence shall also terminate.
- 6.3 The Consultancy may by written notice terminate this Agreement (and any Assignment) immediately and without liability for compensation or damages if:
 - 6.3.1 either the Client becomes bankrupt, the Client has a receiving order made against it, if the Client makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt;

- 6.3.2 the Client has failed for any reason (save where there is cause) to pay an invoice submitted by the Consultancy in accordance with clause 4.3 and the Consultancy believes that there is no reasonable prospect of payment;
- 6.3.3 the Client convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation as appropriate except (with the written approval of the Consultancy) for the purposes of and followed by amalgamation or reconstruction;
- 6.3.4 a receiver or an administrative receiver is appointed in respect of any of the Client's property;
- 6.3.5 the Client fails materially to comply with its obligations 21 days after being given written notice of such failure; or
- 6.3.6 the Client misuses any of the Consultancy's Confidential Information or Retained Intellectual Property Rights.
- 6.4 The Client may terminate this Agreement (and any Assignment) immediately and without liability for compensation or damages if:
 - 6.4.1 the Consultancy fails to meet its Milestones deadlines specified in an Assignment Schedule;
 - 6.4.2 the Consultancy misuses any Confidential Information;
 - 6.4.3 the Consultancy is in breach of any statutory rules and regulations (including but not limited to health and safety and use of the Client's equipment) reasonably applicable to independent contractors whilst providing the Services at the Location;
 - 6.4.4 the Consultancy becomes insolvent, the Consultancy has a receiving order made against it, if the Consultancy makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt;
 - 6.4.5 the Consultancy convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation as appropriate except (with the written approval of the Client) for the purposes of and followed by amalgamation or reconstruction;
 - 6.4.6 a receiver or an administrative receiver is appointed in respect of any of the Consultancy's property; or
 - 6.4.7 the Consultancy is in material breach of this Agreement (or the terms of any Assignment Schedule).
- 6.5 Either the Consultancy or the Client may terminate this Agreement upon giving not less than 21 days' notice to the other in writing provided that where an Assignment has been agreed and has not been terminated such notice pursuant to this sub-clause may not expire earlier than the date on which such Assignment terminates or may pursuant to this Agreement be terminated.
- 6.6 Upon termination of this Agreement (or an Assignment) for any reason the Consultancy shall deliver up to the Client all materials and Confidential Information belonging to the Client in its power, possession or control.
- 6.7 Upon termination of this Agreement (or an Assignment) the Consultancy agrees that it:
 - 6.7.1 will immediately deliver to the Client all Client Property which is in its possession or under its control;
 - 6.7.2 shall irretrievably delete any information relating to the business of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its possession or under its control outside the premises of the Client. For the avoidance of doubt, the contact details of business contacts made during an Assignment are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and
 - 6.7.3 shall provide a signed statement that it has complied fully with its obligations under clause 6.7.
- 6.8 An Assignment shall come into being upon the Client and the Consultancy signing an Assignment Schedule in relation that Assignment and shall continue until terminated. Each Assignment shall specify a 'Start Date' being the date upon which the Services the subject of

the Assignment shall commence and a 'Target Completion Date' being the date on which the Services shall be completed.

- 6.8 An Assignment will terminate upon the earlier of:
 - 6.8.1 completion of the Services relating to that Assignment to the Client's reasonable satisfaction;
 - 6.8.2 termination of this Agreement;
 - 6.8.3 termination of that Assignment pursuant to a notice given in relation to that Assignment as provided by this Agreement; or
 - 6.8.4 by either party notifying the other in writing by giving the period of notice specified in an Assignment Schedule.
- 6.9 An Assignment may be extended for such periods as are necessary to complete the Services by the parties signing a new Assignment Schedule and the provisions of this Agreement shall apply to the new Assignment Schedule.
- 6.10 Termination of this Agreement shall not affect:
 - 6.10.1 any rights remedies obligations or liabilities of either party which have accrued up to the date of termination; or
 - 6.10.2 the provisions of clauses 6.6 and 6.7 insofar as they have not been complied with.

7 Intellectual Property Rights

In consideration of the Client paying the Fee to the Consultancy, the Consultancy agrees that all the Intellectual Property Rights in the Services will transfer to the Client by way of present and future assignment save as for any Intellectual Property Rights specified in an Assignment Schedule as being intended to be retained by the Consultancy.

8 Liability and Indemnity

- 8.1 The Consultancy shall maintain such insurance policies as set forth in an Assignment Schedule.
NB: This should include appropriate professional indemnity insurance policies
- 8.2 Save as for death and personal injury arising from its negligence the maximum amount of the Consultancy's liability for any claim or series of claims shall be limited to the amount of the Fees paid by the Client to the Consultancy pursuant to the relevant Assignment Schedule.
- 8.3 Neither party shall be liable to the other for any indirect or consequential loss of profit, business or anticipated savings.
- 8.4 The Client recognises that any breach or threatened breach of this Agreement may cause the Consultancy irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the other party, the Client party acknowledges and agrees that the Consultancy may be entitled to seek the remedies of specific performance, injunction and other equitable relief without proof of special damages.

9 Disputes

- 9.1 The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement or any breach of it.
- 9.2 If the dispute cannot be settled amicably through ordinary negotiations, the dispute shall be referred to a mediator for resolution and either party may (at such meeting or within 14 days of its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of a neutral adviser or mediator ('Neutral Adviser') before resorting to litigation.
- 9.3 If the parties are unable to agree on a Neutral Adviser or if the Neutral Adviser agreed upon is unable or unwilling to act, any party may, within 14 days from the date of the proposal to appoint

a Neutral Adviser or within 14 days of notice to any party that they are unable or unwilling to act, apply to the Centre for Dispute Resolution ('CEDR') to appoint a Neutral Adviser.

- 9.4 If the parties fail to reach agreement in the structured negotiations within 30 days of the Neutral Adviser being appointed, such a failure shall be without prejudice to the right of any party subsequently to refer any dispute or difference to litigation but the parties agree that before resorting to litigation structured negotiations in accordance with this clause shall have taken place.
- 9.5 Nothing contained in this clause shall restrict either party's freedom to commence legal proceedings to preserve any legal right or remedy or protect any proprietary or trade secret right.

10 Anti-bribery and Corruption

- 10.1 Each party will comply in all material respects with the Bribery Legislation.
- 10.2 Without limitation to clause 10.1, neither party will make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such bribe or other improper payment to be made or received on its behalf, either in the United Kingdom or elsewhere, and each party will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received on its behalf.
- 10.3 Each party will use all reasonable endeavours to ensure that:
- 10.3.1 all of that party's personnel;
- 10.3.2 all others associated with that party; and
- 10.3.3 all of that party's sub-contractors involved in performing the Services or with this Agreement comply with the obligations set out in clauses 10.1 and 10.2.
- 10.4 In this clause 10, the expressions 'adequate procedures' and 'associated' will be construed in accordance with the Bribery Act 2010 and documents published under it.

11 Miscellaneous

- 11.1 Any variation to this Agreement and Assignment Schedule shall be agreed in writing and signed by authorised representatives of both parties.
- 11.2 No waiver of any term or condition of this Agreement by the Consultancy shall be effective unless it is in writing and signed by both parties.
- 11.3 The unenforceability of any part of this Agreement will not affect the enforceability of any other part.
- 11.4 Notices under this Agreement will be in writing and sent to the registered office or address specified in this Agreement. They may be given and will be deemed received by first-class post: two Business Days after posting; by hand: on delivery; by facsimile: on successful receipt; by email: on the next working day.
- 11.5 No party may assign, sub-contract or encumber any right or obligation under this Agreement, in whole or in part, without the other party's prior written consent such consent not to be unreasonably withheld or delayed.
- 11.6 This Agreement is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 11.7 In the event of conflict between this Agreement and an Assignment Schedule the Assignment Schedule as may be in force shall prevail.
- 11.8 A party will not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it: (i) promptly notifies the other of the Force Majeure event and its expected duration, and (ii) uses reasonable endeavours to minimise the effects of that event. If, due to Force Majeure, a party is unable to perform a material obligation,

or is delayed in or prevented from performing its obligations for a continuous period of more than 7 days, the other party may terminate this Agreement immediately upon written notice.

- 11.9 Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute or be deemed to constitute between the parties a partnership, associate, joint venture or other co-operative entity.
- 11.10 If any term, condition, clause or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected thereby.
- 11.11 Any statute or statutory provision referred to herein shall include, except where otherwise expressly stated, the statute or statutory provision as amended, consolidated or re-enacted from time to time before the date of this Agreement, and includes any subordinate legislation made under the statute or statutory provision (as so amended, consolidated or re-enacted) before the date of this Agreement.
- 11.12 This Agreement constitutes the entire agreement between the parties and supersedes and terminates all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 11.13 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 11.14 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).



Signed:

For and on behalf of TechGenetix Ltd

Dated:

Signed:

For and on behalf of {{Company:Recipient1}}

Dated: {{Signdate:Recipient1}}