

DATED [DATE]

- (1) REMIT CONSULTING LLP
- (2) **[FULL CLIENT NAME]**

CLIENT AGREEMENT

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Dated: [DATE]

BETWEEN:

- (1) **REMIT CONSULTING LLP** a limited liability partnership registered in England with Partnership Number OC313646 having its registered office at Lynch Farm, The Lynch, Kensworth, Bedfordshire, LU6 3QZ ("Remit"); and
- (2) [FULL CLIENT NAME], [CLIENT ADDRESS] ("The Client")

1 PROVISION OF THE SERVICES

- 1.1 Remit shall provide the services set out in the attached proposal/engagement letter dated [DATE]

2 PERIOD OF CONSULTANCY

- 2.1 The Services start on the date of this Agreement (the "Effective Date") and unless the Agreement is terminated in accordance with its terms the Agreement shall continue for six months (the "Term").
- 2.2 Both parties may extend the Term by agreement.
- 2.3 In the event that the Services have been completed prior to the elapse of six months from the Effective Date as evidenced by the submission of a final invoice the agreement shall terminate on the date of payment of the final invoice.
- 2.4 During the Term, and for one year thereafter, the Client will not:
 - 2.4.1 solicit or induce or endeavour to solicit or induce any person who is at the Completion Date a Partner an employee or a sub-contractor in any capacity whatever of the LLP to cease to be a Partner employee or sub-contractor or to work for, or provide services to the LLP whether or not any such person or organisation would by such cessation commit a breach of contract;
 - 2.4.2 employ or otherwise engage anyone who is at the Completion Date a Partner an employee or sub-contractor in any capacity whatever of the LLP;
 - 2.4.3 Provided that each of the separate paragraphs of this clause shall constitute an entirely separate and independent restriction so that if one or more of them are held to be invalid for any reason whatever then the remaining paragraphs shall nonetheless be valid.

3 OFFICE FACILITIES

- 3.1 The Client shall make available to Remit free of charge such office and other facilities at its premises as it considers necessary for the purpose of enabling it to perform the Services.

4 FEES

- 4.1 In consideration of the provision of the Services, the Client shall pay to Remit the fees (the "Fees") set out in the attached proposal/engagement letter dated [DATE].
- 4.2 All Fees are exclusive of value added tax, which shall be added to Remit's invoices at the then prevailing rates.

- 4.3 The Client will reimburse Remit for all reasonable expenses incurred in the course of the performance of the Services including travel and accommodation as necessary.
- 4.4 Payment by the Client is due on its receipt of a correct and valid invoice within 14 days of the invoice date. Any queries concerning an invoice should be raised within 7 days. If the Client does not pay within this period Remit may charge interest at 3% above the base rate of Barclays Bank plc on a daily basis from the date of the invoice.
- 4.5 No commissions will be payable to Remit Consulting LLP as a result of this engagement.

5 LIABILITY

- 5.1 The terms of this Agreement are not intended to confer benefits on any person other than Remit and the Client. Each party's liability to the other, whether in respect of damages for any losses suffered (including loss of profit and any failure to realise anticipated savings or benefits), costs and expenses incurred or otherwise, shall not exceed £1million in aggregate. Subject to this aggregate limit not being exceeded, each party accepts liability to pay the other damages for losses suffered which arise as a direct result of breach of contractual obligations to the other or negligence, but all other liability (arising in contract, negligence or otherwise) is, to the extent permissible by law, expressly excluded. Remit will maintain professional indemnity insurance for a period of three years from the date of completion of the work.
- 5.2 Notwithstanding anything else in this Agreement, including clause 9.2, in the event that Client commences, or communicates that it intends to commence, a claim against Remit pursuant to the terms of this Agreement and such a claim has arisen due to an act or omission of Remit's subcontractor ("Remit Claim"), Remit agrees, on Client's written request, to subrogate its rights to conduct its associated claim against the subcontractor ("Subcontractor Claim") to a Relevant Person. The Relevant Person shall then conduct the Subcontractor Claim and the Client shall immediately withdraw the Remit Claim.
- 5.3 On submission of its written request for subrogation rights pursuant to clause 5.3, the Client agrees that, at any time, it shall not, and shall not allow any other party on its behalf to:
- 5.3.1 commence a new claim against Remit in respect of any element of the Remit Claim and/or the Subcontractor Claim; or
- 5.3.2 join Remit to the Subcontractor Claim.
- 5.4 If the Client does not request subrogation rights in respect of the Subcontractor Claim, clause 9.2 shall apply.
- 5.5 For the purpose of this clause 5:
- "Relevant Person" shall be the Client or the Client's insurance company.

6 CONFIDENTIAL INFORMATION

- 6.1 For the purposes of this clause 6, "Confidential Information" shall mean all deliverables under this Agreement, fee proposals, methodologies, all information designated as confidential in writing, all information relating to or in connection with the subject matter of this Agreement, together with any information which can be construed as confidential from the context in which it is given, whether or not such information is disclosed as confidential at the time of such disclosure, by either Remit or the Client (the "disclosing party") to the other party (the "receiving party")
- 6.2 All Confidential Information will remain the property of the disclosing party. Unless authorised by the disclosing party in writing, such Confidential Information: (a) will be treated in confidence by the receiving party and used only for purposes of its performance under this Agreement; (b) will not be reproduced or copied in whole or in part, except as necessary for

use as authorised herein; and (c) will, together with any copies, be returned or destroyed when no longer needed or when this Agreement terminates, whichever occurs first.

- 6.3 The above conditions do not apply to Confidential Information to the extent it: (a) is in the receiving party's possession at the time of disclosure without the receiving party's breach of any legal obligation; (b) becomes known to the receiving party through disclosure by sources other than the disclosing party who have the legal right to disclose such Confidential Information; (c) is independently developed by or for the receiving party without reference to or reliance upon the disclosing party's Confidential Information; or (d) is required to be disclosed by the receiving party to comply with applicable laws or governmental regulations; provided the receiving party provides prior written notice to the disclosing party and takes reasonable and lawful actions, as specified by and at the expense of the disclosing party, to avoid and minimise the extent of such disclosure.
- 6.4 Notwithstanding the foregoing, Remit may disclose Confidential Information to its suppliers or subcontractors with a need to know in order to allow Remit to perform its obligations under this Agreement; providing that each such third party enters into a confidentiality agreement containing provisions similar to the terms and conditions contained in this clause 6.
- 6.5 Subject to our duty of confidentiality, we reserve the right to act for your competitors or for other clients, whose interests are or may be opposed to yours.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 For the purposes of this clause 7, the term "intellectual property rights" shall mean all intellectual property rights including, but not limited to, patents, trade secrets, trademarks, service marks, trade names, copyrights and other rights in works of authorship (including rights in computer software), moral and artists' rights, design rights, trade or business names, domain names, know-how, database rights and semi-conductor topography rights and whether any of the foregoing are registered or unregistered and all rights or forms of protection of a similar nature in any country.
- 7.2 In respect of any intellectual property rights owned by a party as at the Effective Date, that party shall continue to own such intellectual property rights.
- 7.3 Subject to the provisions of Clause 7.5, in respect of any intellectual property rights created howsoever by Remit (whether solely or jointly with the Client) after the Effective Date, such intellectual property rights shall be owned absolutely by Remit.
- 7.4 The Client agrees to waive any moral rights (as provided for in Chapter IV, Copyright, Design and Patents Act 1988 or any similar provisions of law in any jurisdiction) in any intellectual property made, originated, developed or produced under this Agreement.
- 7.5 Remit shall grant a licence to the Client and its advisers to use the Intellectual Property created only for the purposes of fulfilling the project objectives, and for no other purpose. The Client shall ensure that its employees, advisors, agents and sub-contractors, as the case may be, comply with the provisions of this clause.
- 7.6 The provisions of this Clause 7 shall survive the expiry or earlier termination of this Agreement.

8 TERMINATION

- 8.1 Either party may at any time by notice terminate this Agreement with effect from the date of such notice if the other party becomes subject to an event referred to in clause 8.2 (and whether or not that other party provides notice in accordance with clause 8.2).
- 8.2 Any party (the "First Party") must notify the other party immediately if:

- 8.2.1 the First Party disposes of the whole or any material part of its assets, operations or business other than in the normal course of business or as a voluntary liquidation for the purposes of amalgamation or reconstruction;
 - 8.2.2 any step is taken to enter into any arrangement between the First Party and its creditors;
 - 8.2.3 any step is taken to appoint a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the First Party's assets or business;
 - 8.2.4 the First Party ceases to be able to pay its debts as they become due;
 - 8.2.5 the First Party ceases to carry on business or any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of the First Party's assets or business; or
 - 8.2.6 any other circumstances analogous to those set out in clauses 8.2.1 to 8.2.5, and in any jurisdiction, arise.
- 8.3 Any party (the "First Party") may at any time by notice terminate this Agreement with immediate effect:
- 8.3.1 if the other party is in material breach of this Agreement and the breach is not capable of remedy; or if the other party is in material breach of this Agreement and the breach is capable of remedy and that other party shall have failed to remedy that breach within thirty (30) days of notice from the First Party to that other party specifying the breach and requiring its remedy.

9 MISCELLANEOUS

- 9.1 Any change to this Agreement shall only be valid if it is made in writing and signed by both parties.
- 9.2 This Agreement is personal to the Client and Remit. The Client shall not assign, novate or otherwise dispose of this Agreement or any part thereof, or purport to do so, without the prior consent in writing of Remit, such consent not to be unreasonably withheld. Remit may not sub-contract its liabilities, obligations and responsibilities under this Agreement without the prior consent in writing of the Client. Notwithstanding that Remit has express rights, liabilities, obligations and responsibilities under this Agreement, subject to clause 5.3, any sub-contracting permitted under this Agreement or the operation of this clause 9.2 shall not relieve Remit from any of its liabilities, obligations and responsibilities under this Agreement.
- 9.3 Nothing in this Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between Remit and the Client.
- 9.4 No party shall in any circumstances be liable to the other for any loss of any kind whatsoever, including, but not limited to, any damages, whether directly or indirectly caused to or incurred by the other parties by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. For the purposes of this clause 8.4, "Force Majeure" shall mean an event which is beyond the reasonable control of the defaulting party.
- 9.5 Nothing in this Agreement shall give, directly or indirectly, any third party any enforceable benefit or any right of action against Remit or the Client and such third party shall not be entitled to enforce any term of this Agreement. This is the case notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 9.6 This Agreement shall be considered as a contract made in England and according to English law and shall be subject to the exclusive jurisdiction of the English courts, to which jurisdiction the parties hereby irrevocably submit.

- 9.7 This Agreement is binding upon the Client and its successors and permitted assignees and upon Remit and its successors and permitted assignees.
- 9.8 This Agreement and the proposal/engagement letter dated [DATE] constitute the entire Agreement between the parties with respect to the matters referred to in this Agreement and no other arrangement or agreement verbal or otherwise shall be binding upon the parties.
- 9.9 Remit Consulting operates a Complaints Procedure. For a copy of the Complaints Procedure, please contact the Compliance Officer at remitcompliance@remitconsulting.com

This Agreement has been signed on the date first stated on page 1 above.

Signed for and on behalf of

Remit Consulting LLP

By

Name

Title

Signed for and on behalf of

[FULL CLIENT NAME]

By

Name

Title