



THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is entered into on the XXth day of Month 2026 (the "Effective Date") BETWEEN:

PROGRESSIVE TECHNOLOGY SOLUTIONS LIMITED a company incorporated under the laws of England and Wales whose registered number is 05110124 and registered office is at 50-52 Chancery Lane, London, WC2A 1HL, United Kingdom (hereafter referred to as the "Consultant" which expression shall where the context so admits include its successors-in-title and assigns) of the one part;

AND

Company XX a company incorporated under the laws of England and Wales whose registered number is 012345678 and registered office is at ADDRESS (hereafter referred to as the "Client" which expression shall where the context so admits include its successors-in-title and assigns) of the other part.

Both the Consultant and the Client may hereafter be referred to individually as a "Party" and jointly as the "Parties".

WHEREAS:

- i. The Consultant and its Affiliates provide Enterprise Resource Planning (ERP) and Information Technology (I.T.) consulting and related services;
- ii. The Client is an XXX company and requires certain services from the Consultant in accordance with the terms of this Agreement;
- iii. The Client has agreed to engage the Consultant to provide certain consulting services in connection with its business and the Consultant has agreed to accept such engagement on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretation**

1.1 **Definitions:**

"Affiliate"	any company, corporation or other business entity controlled by, in control of or under common control with the Client or the Consultant. For the purposes of this definition "control" shall mean the ownership, legally and beneficially, directly or indirectly, of fifty per cent (50%) or more of the voting shares or membership interest of any company, corporation or business entity;
-------------	---

"Business Day"	means any day of the week other than Saturdays, Sundays or public holidays observed in England;
----------------	---



"Confidential Information"	means any information of a confidential or proprietary nature (whether or not marked as confidential or proprietary) relating to a Party, its Affiliates, its business or this Agreement disclosed (whether before or after the date of this Agreement and whether in writing, verbally or by any other means and whether directly or indirectly) to the other Party or to any other person acting on its behalf, and shall include financial, commercial and/or contractual information (including models, estimates, and interpretations), relating to the Consulting Services, technical know-how, information and data, plans, strategies, techniques, trade secrets, financial results, pricing information and projections, specifications, computer programs and third party information;
"Consultant's Materials"	means all materials, software, equipment, documents and other property of the Consultant (in whatever form and including all Intellectual Property Rights therein) used in the provision of the Consulting Services;
"Consulting Services"	means the services to be provided by the Consultant pursuant to Schedule 1 to this Agreement;
"Force Majeure"	means such events or occurrences as are described in Clause 15 of this Agreement;
"Intellectual Property Rights"	means, without limitation, all intellectual property rights including any invention, patent or application for a patent, design (registered or unregistered), trademark (registered or unregistered), name, copyright, circuit layout, design drawing and other technical information (including software), trade secret, know-how, proprietary information or other right in respect of any information, process, work, material or method, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"Third Party"	means any other person or entity other than the Parties to this Agreement.



1.2 Interpretations:

In this Agreement, except where expressly provided to the contrary:

- a) The headings are used for convenience only and shall not constitute a part of this Agreement nor be considered interpretive hereof;
- b) Reference to the singular includes a reference to the plural and vice versa;
- c) Reference to any gender includes a reference to all other genders;
- d) Reference to any "Clause" or "Schedule" shall mean a clause of or schedule to this Agreement; and
- e) The words "include" and "including" shall mean include or including without limiting the generality of the description preceding such term and are used in an illustrative sense and not a limiting sense.

2. **Engagement**

- a) The Client hereby agrees to engage the Consultant and the Consultant hereby agrees to provide the Consulting Services to the Client.
- b) The Consultant warrants to the Client that by virtue of entering into this Agreement it is not and will not be in breach of any express or implied obligation to any Third Party binding upon it.

3. **Term and Termination**

- a) This Agreement shall commence on the Effective Date and shall continue until terminated by either Party giving the other thirty (30) days written notice of termination.
- b) The Client shall remain responsible for payment for all Consulting Services provided and all reimbursable expenses incurred to the termination date by the Consultant.
- c) Termination of this Agreement under this Clause shall not affect any accrued rights and liabilities of either Party as at the termination date.
- d) This Agreement may be terminated forthwith by either Party on giving notice in writing to the other if the other Party shall have a receiver or administrative receiver appointed or shall pass a resolution for winding- up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other Party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.
- e) This Agreement may also be terminated forthwith by either Party on the expiration of thirty (30) days notice given to the other Party if such Party is in material breach of the terms of this Agreement and has failed, refused or neglected to rectify such breach (in the case of a breach capable of being remedied) within thirty (30) days of receiving a written demand requiring it to do so. For the purposes of this Agreement a breach shall be considered capable of remedy if the Party in breach can comply with the provisions in question in all material respects other than as to the time of performance. The Client shall remain responsible for payment for all Consulting Services provided and all reimbursable expenses incurred to the termination date by the Consultant.



- f) Termination under this Clause 3 shall not affect any clause which expressly or by implication is intended to survive termination, including confidentiality, intellectual property rights, and payment obligations.

4. **Duties**

- a) The Consultant shall devote to its obligations hereunder such of its time, attention and skill as may be necessary for the proper performance of those obligations.
- b) The Consultant shall provide the Consulting Services using reasonable skill and care; in accordance with Good Industry Practice; in accordance with this Agreement; and in compliance with all applicable Law.
- c) The Consultant shall allocate sufficient resources and appropriately qualified personnel to the performance of the Consulting Services.
- d) In the event that any change to the nature or scope of the Consulting Services is identified as being desirable or required by either the Consultant or the Client a request may be submitted to the other Party to effect such change. Any such request shall be sufficiently detailed to enable the other Party to assess the impact of the proposed change and mutually agree on the implementation of the revised Consulting Services. No such change will become effective until agreed in writing between the Parties.

5. **Consultant's Undertakings**

The Consultant warrants and undertakes to the Client that:

- a) The Consultant has and will ensure that its personnel shall continue to have the necessary skill and expertise to provide the Consulting Services on the terms set out in this Agreement.
- b) The Consulting Services will be provided in a timely and professional manner and in accordance with the time schedules reasonably stipulated by the Client and will conform to the standards generally observed in the industry for similar services and will be provided with reasonable skill and care.
- c) The Consultant has in effect and will maintain in effect during the continuance of this Agreement professional indemnity insurance and will not do or omit to do anything whereby such insurance may be vitiated either in whole or in part.

6. **Client's Obligations**

In addition to its obligations set out elsewhere in this Agreement the Client shall:

- a) Make available to the Consultant such facilities as may be necessary for its work under this Agreement.
- b) Ensure that its employees and any sub-contractors co-operate fully with the Consultant in relation to the provision of the Consulting Services.
- c) Promptly furnish the Consultant with such information and documents as it may reasonably request for the proper performance of its obligations hereunder and be responsible for ensuring that such information is true, accurate, complete and not misleading in any material respect.
- d) Obtain all Third Party consents licences and rights reasonably required in order to allow the Consultant to perform the Consulting Services.
- e) Should the Client fail to perform any of its obligations under this Agreement (including any delay in providing any information or documents that the Consultant reasonably requires) then the



Consultant will not be responsible for any delay, cost increase or other consequences arising from such failure, and the Client shall reimburse the Consultant for any directly incurred costs or expenses reasonably incurred due to such failure.

7. **Fees and Expenses**

- a) The Client shall pay the Consultant for the time spent (and expenses reasonably incurred) in providing the Consulting Services at the rates specified in Schedule 2.
- b) The Consultant shall be entitled to vary any or all of such hourly charge-out rates annually on the 1st day of January to accord with its standard scale rates in force from time to time provided that no such variation shall have effect unless and until written notice thereof is given to the Client.
- c) The Consultant shall maintain full and accurate records of the time spent providing the Consulting Services and shall produce such records to the Client for inspection at all reasonable times on request. The Consultant shall be required to provide copies of all receipts, tickets or invoices in support of any invoice presented to the Client for payment of expenses submitted in connection with the services provided under this Agreement.
- d) The Consultant shall render monthly itemised invoices to the Client in respect of the said charges and shall show any Value Added Tax separately on such invoices. The Client shall not account to the Consultant for any charges save on receipt of such invoice.
- e) All charges payable by the Client shall subject as aforesaid be paid within fourteen (14) days after the date of receipt of the Consultant's invoice therefor.
- f) All charges payable under this Agreement are exclusive of Value Added Tax or any other locally applicable taxes which shall be paid by the Client at the rate and in the manner for the time being prescribed by law.
- g) All sums payable under this Agreement are payable in British Pounds sterling.
- h) If the Client fails to make any payment by the due date then without prejudice to any other right or remedy available to the Consultant the Consultant shall be entitled to:
 - i. on giving notice in writing to the Client suspend the provision of any further Consulting Services to the defaulting Client pursuant to this Agreement; and
 - ii. charge the Client interest (both before and after any judgment) on the amount unpaid at the due date, at the rate of 4% per annum above National Westminster Bank plc base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purposes of calculating interest).

8. **Taxes**

- a) For the purposes of this Agreement, "Taxes" shall mean all existing or future levies, corporate income tax, personal income tax, employment taxes and social charges, sales taxes, national insurance, property taxes, imposts, duties, levies, withholdings fees, stamp duties, other assessments and charges in the nature of taxes that are assessed or levied by an appropriate competent authority.



- b) The Consultant agrees to pay all United Kingdom Taxes which are based on or determined by reference to its income or that of its personnel, its property, its equipment and services and will hold harmless and indemnify the Client from all claims, Taxes, penalties, fines, interest and other costs which may be made or assessed by any UK competent authority against the Consultant or against the Client on behalf of the Consultant with respect to the Consulting Services performed under this Agreement or with respect to personnel of the Consultant and its subcontractors. For the avoidance of doubt, no indemnity is offered in respect of UK taxes which the Consultant is required by law to collect from or levy on the Client, including Value Added Tax where applicable.
- c) The Consultant shall comply with all applicable Laws and regulations relating to income tax and National Insurance contributions, including (where applicable) the Intermediaries legislation (IR35) under the Income Tax (Earnings and Pensions) Act 2003 and the Social Security Contributions and Benefits Act 1992.
- d) The Consultant shall provide reasonable assistance and information (and support documents where available) requested by the Client for the purpose of confirming compliance with this Clause, provided such requests are proportionate and lawful.
- e) The Client may provide such information to HMRC where reasonably required for compliance, audit or reporting purposes in accordance with applicable Law.
- f) The Consultant shall notify the Client as soon as reasonably practicable if any personnel providing the Consulting Services are supplied via an intermediary within the meaning of section 61N Income Tax (Earnings and Pensions) Act 2003 and/or the Social Security Contributions (Intermediaries) Regulations 2000.
- g) The Client shall make all payments under this Agreement without withholding or deduction of, or in respect of, any Taxes unless required by law. If any such withholding or deduction is required, the Client shall, when making the payment to which the withholding or deduction relates, pay to the Consultant such additional amount as will ensure that the Consultant receives the same total amount that it would have received if no such withholding or deduction had been required.

9. **Intellectual Property Rights**

- a) The Client and the Consultant each keep ownership of its own Existing IPRs.
- b) All Intellectual Property Rights in or arising out of or in connection with the Consulting Services (including all Intellectual Property Rights in the Consultant's Materials and the Consultant's Confidential Information) shall be owned by the Consultant.
- c) All Consultant Materials are the exclusive property of the Consultant.
- d) Neither the Consultant nor the Client has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in this Clause 9 or otherwise agreed in writing.
- e) The Consultant hereby grants the Client a non-exclusive, royalty free licence to use the Intellectual Property Rights relating to the Consulting Services in so far as it is necessary for its enjoyment and use of the Consulting Services.
- f) Where the Consultant or the Client acquires ownership of any IPRs incorrectly under this Agreement it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.



10. **Audit Rights**

10.1 The Client (and any auditor appointed by the Client, including an independent third party auditor) may audit and inspect the Consultant's records, systems and procedures to verify the Consultant's compliance with this Agreement.

10.2 The Client shall provide the Consultant with not less than ten (10) Business Days' written notice of any audit, except where the Client reasonably believes that: a) there has been fraud; or b) urgent audit access is required to comply with an applicable Law, regulatory requirement or instruction of a competent authority.

10.3 Any audit under this Clause shall:

- a) be conducted during the Consultant's normal business hours;
- b) take place at the Consultant's premises (or remotely where appropriate);
- c) not interfere unreasonably with the Consultant's business activities; and
- d) be subject to the Client's and the auditor's compliance with the Consultant's reasonable security and confidentiality requirements.

10.4 The Client shall not exercise its audit rights more than **once in any six (6) month period**, unless:

- a) a previous audit identified material non-compliance; or
- b) additional audits are reasonably required due to a change in Law, regulatory requirement, or a direction from HMRC or another competent authority.

10.5 The Consultant shall provide all reasonable cooperation and assistance in relation to any audit, including providing access to relevant personnel, documents, records and systems strictly to the extent necessary to verify compliance with this Agreement.

10.6 All information disclosed during an audit shall be treated as Confidential Information and shall not be used for any purpose other than the audit and enforcement of this Agreement.

10.7 Each Party shall bear its own costs of an audit conducted under this Clause, unless the audit identifies that the Consultant is in material breach of this Agreement or has materially overcharged the Client, in which case the Consultant shall reimburse the Client for the reasonable costs of the audit and promptly pay any amounts properly due.

11. **Confidential Information**

- a) The Parties shall not use or divulge or communicate to any person (other than those of its officers, agents or employees strictly on a need-to-know basis or with the authority of the other Party) any Confidential Information of the other Party which may come to their knowledge in the course of complying with this Agreement.
- b) The Parties shall use their best endeavours, and in no event employ any standard less than that which they apply to their own Confidential Information to prevent the unauthorised publication or disclosure of any such Confidential Information.
- c) The Parties shall ensure that their employees and sub-contractors are aware of and comply with the confidentiality and non-disclosure provisions contained in this clause and the Parties shall be responsible to the each other in respect of any loss or damage which they may sustain or incur as a result of any breach of confidence by any of such persons.
- d) If the Parties becomes aware of any breach of confidence by any of their employees or sub-contractors, they shall promptly notify the other Party of such discovery.



- e) The provisions of this clause shall survive the expiration or termination of this Agreement but the restrictions contained in sub-clause (10.a) shall not apply to any Confidential Information which:
- i. Comes into the public domain otherwise than through unauthorised disclosure by the Parties their employees or sub-contractors;
 - ii. Is already known to the Parties prior to the commencement of the Consulting Services;
 - iii. Is independently developed by the Parties;
 - iv. Is lawfully acquired from a Third Party who owes no duty of confidence to the Parties; or
 - v. Is required by any court of competent jurisdiction or by the governmental or regulatory authority to be disclosed or where there is a legal right, duty or requirement to disclose provided that where possible and without breaching any such requirements two (2) days' notice shall be given to the other Party of any such disclosure.

12. **Non-Solicitation**

Neither Party shall whether directly or indirectly or whether on its own account or for the account of any other person, firm or company or as agent, director, partner, manager, employee, consultant or shareholder of or in any other person, firm or company at any time during the period from the date hereof to the expiry of six (6) months after the date of expiration or termination of this Agreement, solicit any person then employed by the other Party without the prior written consent of that other Party such consent not to be unreasonably withheld, conditioned or delayed.

13. **Assignment**

- a) Save as provided in paragraph (b) below, neither Party shall assign, charge, transfer, novate or otherwise deal with its rights or obligations under this Agreement without the prior written consent of the other Party which shall not be unreasonably withheld save that either Party may assign or subcontract any or all of its rights under this Agreement to an Affiliate of that Party for so long as that company remains an Affiliate of that Party. The Party assigning shall procure that such assignee assigns such rights back to it in accordance with this clause 12 or to Affiliate of that Party immediately before it ceases to be an Affiliate of the original assigning Party.
- b) If the other Party does not communicate its decision within ten (10) working days of a written request for consent, consent shall be deemed to have been given.
- c) The other Party may reasonably withhold its consent if it considers that the proposed assignment, novation or subcontracting may prejudice performance of the Consulting Services or may be contrary to its interests, or where the proposed assignee/subcontractor is an excluded or excludable supplier within the meaning of the Procurement Act 2023 and any associated regulations.
- d) The Consultant shall be entitled to engage the services of independent contractors of its own to assist it with its duties hereunder provided that the Consultant:
 - i. Shall not be relieved from any of its obligations hereunder by engaging any such independent contractor; and
 - ii. Shall secure binding obligations from any such independent contractor so as to ensure that the Consultant can comply with its obligations under this Agreement including in particular its obligations under clause 10 hereof.



14. **Limitation of Liability**

- a) Nothing in this Agreement shall limit or exclude either the Consultant's liability for:
 - i. death or personal injury caused by its negligence;
 - ii. fraud or fraudulent misrepresentation; or
 - iii. or any other liability which cannot be limited or excluded by applicable law.
- b) Subject to clause 13.a above, neither party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:
 - i. loss of profits;
 - ii. loss of sales or business;
 - iii. loss of agreements or contracts;
 - iv. loss of anticipated savings;
 - v. loss of or damage to goodwill;
 - vi. loss of use or corruption of software, data or information;
 - vii. any indirect or consequential loss.
- c) Save in relation to the Client's objection to pay any fees and charges for services performed by the Consultant under this Agreement, subject to clause 13.a, each Party's total liability to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to one hundred per cent (100%) of the fees and charges payable by the Client to the Consultant under this Agreement.
- d) The terms implied by sections 3 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

15. **Notices**

- a) All notices under this Agreement shall be in writing or email. Notice to either Party shall be given at the address detailed below or at such other address notified in writing from time to time in accordance with this clause 14:

For Client:	Company XX Limited
Address:	Address
	Address
	UK
Tel:	+44 12345678
For the attention of:	XX ("Client Representative")
Email:	XX@hotmail.com



For Consultant: PROGRESSIVE TECHNOLOGY SOLUTIONS LIMITED
Address: 50-52 Chancery Lane, London WC2A 1HL, United Kingdom
Tel: + 44 (0) 20 3696 8290
For the attention of: Christopher Walcot ("Consultant Representative")
Email: Finance@progressive-tsl.com

- b) Notices shall be effective:
- i. if delivered by hand, at the time of delivery; or
 - ii. if sent by email, at the time of receipt of the email between 9.00am and 5.00pm on a Business Day at the place of receipt or, if received other than between those times at 9.00am on the next Business Day at the place of receipt; or
 - iii. if sent by registered mail, postage prepaid, two (2) days after the date of mailing; provided however that email advice is given of the mailing of registered or important letters.

16. **Force Majeure**

- a) Notwithstanding anything else contained in this Agreement, neither Party shall be liable to the other for any delay in performing its obligations, except the obligations to make payments, hereunder (except where same is due to its negligence) if such delay is caused by circumstances beyond its reasonable control or influence which, having arisen, the affected Party could not have avoided or overcome and is not substantially attributable to the other Party including without limitation, acts of God, war, civil unrest, insurrection, acts of government, fire, theft, industrial action or labour dispute between the Party and its employees or such other causes of like nature (Force Majeure Event) provided however that any delay by a sub-contractor of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the sub-contractor.
- b) The Party affected by a Force Majeure Event shall be excused from performing its affected obligations under this Agreement while the inability to perform continues, provided that it both: (i) gives written notice to the other Party of the Force Majeure Event; and (ii) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- c) Any failure or delay by the Consultant to perform its obligations due to a failure or delay by an agent, subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Consultant due to a Force Majeure Event.
- d) Either Party may terminate this Agreement (in whole or in part) by giving written notice if the provision of the Consulting Services is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.

17. **Governing Law & Disputes**

- a) This Agreement shall be governed exclusively by and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the Courts of England and Wales.
- b) Any dispute between the Consultant and the Client in connection with or arising out of or in relation to this Agreement shall be initially referred to the Parties duly authorised representatives who shall discuss the matter in dispute and make all reasonable efforts to reach an agreement,



including considering the possibility of using an independent mediator, before referring the dispute to formal proceedings.

- c) If the dispute has not been resolved within fourteen (14) days of referral under clause 16(b), either Party may refer the dispute for escalation to a senior representative of each Party, who shall meet (in person or remotely) and use all reasonable endeavours to resolve the dispute.
- d) If the dispute has not been resolved within a further fourteen (14) days of escalation under clause 16(c), the Parties shall consider in good faith whether the dispute (or any part of it) would be suitable for resolution by mediation.
- e) Where the Parties agree to mediate, the mediation shall be conducted in accordance with the Centre for Effective Dispute Resolution (CEDR) Module Mediation Procedure (or such other procedure as the Parties may agree), and the mediator shall be appointed by agreement of the Parties (or, failing agreement, by CEDR).
- f) Nothing in this clause shall prevent either Party from seeking urgent or injunctive relief from the courts where appropriate.

18. **Contracts (Rights of Third Parties) Act 1999**

- a) The provisions of this Agreement do not confer any rights on any person who is not a Party to this Agreement except as expressly stated in this Clause 17
- b) Subject to Clause 17(c), no person who is not a Party to this Agreement may use the Contracts (Rights of Third Parties) Act 1999 ("CRTPA") to enforce any term of this Agreement unless that term expressly states that it is enforceable by a third party under CRTPA. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- c) If any provision of this Agreement expressly confers a benefit on a person who is not a Party (a "Third Party Beneficiary") and states that it is enforceable under CRTPA (a "Third Party Provision"), that Third Party Beneficiary may enforce that Third Party Provision under CRTPA.
- d) Any Third Party Beneficiary may not enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Client (which may, if given, be given on and subject to such terms as the Client may determine), unless the relevant Third Party Provision states otherwise.
- e) The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement (including any amendment or modification which alters or extinguishes any Third Party Provision) is not subject to the consent of any person that is not a party to this Agreement.
- f) A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

19. **Data Protection**

- a) Both parties will comply with all applicable requirements of the Data Protection Act 2018 and General Data Protection Regulation (EU) 2016/679 (Data Protection Legislation) and in particular undertake to keep personal data confidential and secure. This clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- b) The Parties have determined that for the purposes of the Data Protection Legislation that they are independent data controllers.



- c) Each Party agrees not to use personal data provided by the other for any other purpose than in connection with this Agreement.

20. **Anti-Bribery**

- a) The Consultant shall comply with all applicable laws, statutes, regulations, and codes relating to antibribery and anti-corruption including but not limited to the Bribery Act 2010 and shall take all reasonable measures necessary to ensure that its employees, associates, agents, sub-contractors, consultants and other advisers do not do anything for or on behalf of the Client which would constitute a breach of such provisions by the Client.
- b) The Consultant shall promptly report to the Client any incidents or allegations of bribery in connection with this Agreement.

21. **Compliance with Laws**

21.1 Each Party shall comply with all applicable laws, statutes, regulations and codes of practice relating to its obligations under this Agreement.

21.2 Without prejudice to Clause 21.1, the Consultant shall comply with all applicable laws and regulatory requirements in connection with the performance of the Consulting Services.

21.3 The Consultant shall promptly notify the Client in writing of any material breach (or suspected material breach) of applicable law relating to the Consulting Services which may reasonably be expected to affect the Client.

21.4 The Consultant shall, on reasonable request, provide such information and assistance as the Client may reasonably require to demonstrate compliance with this Clause 21.

22. **Variations**

No variation of this Agreement shall be effective unless it is in writing and signed by each of the Parties (or their authorised representatives).

23. **Severability**

If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms or provisions shall remain in full force and effect and such invalid, illegal or unenforceable terms and provisions shall be deemed, from the beginning, not to have been part of this Agreement.

24. **General**

- a) This Agreement and all its mutually agreed extensions, variations and schedules shall constitute the entire Agreement and understanding between the Parties with respect to all matters to which it refers and shall supersede any previous agreement between the Parties in relation to the matters referred to in this Agreement.
- b) Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly made in this Agreement.
- c) No failure or delay on the part of either Party hereto to exercise any right or remedy under this Agreement shall be construed or operated as a waiver thereof nor shall any single or partial



exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

- d) The Consultant, its sub-contractors and their respective directors, employees and agents, shall during such time as they are carrying out any obligations pursuant to this Agreement at premises owned or occupied by the Client, comply with such policies of the Client relating to health and safety, drugs and alcohol, harassment and smoking, as the Client provides to the Consultant in writing.
- e) This Agreement does not and shall not be construed to create a joint venture, partnership, or any other legal entity between the Parties and neither Party shall be liable for any debts, liabilities or other obligations of the other Party.



IN WITNESS WHEREOF the Consultant and the Client have caused this Agreement to be executed by their respective duly authorised representatives on the day and year first above written

Signed for and on behalf of
Progressive Technology Solutions Limited

By:
Name Christopher Walcot

Signature

Title CEO

Date

Signed for and on behalf of
[Company XX Limited](#)

By:
Name _____

Signature

Title

Date



Consulting Services

The Consultant shall provide the Client with the following Consulting Services relating to the ongoing support of the Client:

To define



1. Charge out Rates for Consulting Services

Hourly rates for the provision of Consulting Services effective from 1st January 2025.

Hourly Rate Table	
Consultant Category	Consultant Rate (GBP)
Consultant (Blended rate)	£150.00

Note: a working day is based on 7.5 hours work and has an equivalent rate of £1,125.00 for the standard blended rate.

All work completed will be charged at the 'Consultant Rate' for the consultant who completed the work.

Incurred travel & accommodation expenses as well as any other incurred costs will be charged at cost + 10% administration fee and will be billed on a monthly basis. Any expenses require prior approval by the Client.