

1. Interpretation

- 1.1. Except where the context requires otherwise, words importing the masculine shall include the feminine; words importing the singular shall include the plural; words importing natural personage shall be equally applicable to corporate personage; and vice versa.
- 1.2. References to any statutory provision, authority, rule or code of practice shall be deemed to include the amended versions, replacements or successors of such.

- 1.3. The following definitions apply in this agreement:

'Client Property': 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 or its customers and business contacts, and any equipment, keys, hardware or software provided for CVI's use by the Client during the agreement, and any data or documents (including copies) produced, maintained or stored by CVI on the Client or CVI's computer systems or other electronic equipment during the agreement.

'Confidential Information': 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 for the time being confidential to the Client and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts and including (but not limited to) information that CVI creates, develops, receives or obtains in connection with this agreement, whether or not such information (if in anything other than oral form) is marked confidential.

'CVI': The Supplier, The Consultant, Concordis Valeo Investments Limited, a company registered in the United Kingdom, registration number 07524709. Trading names including CVI Group, CVI Property Services, CVI Consultancy Services, CVI Capital, CVI Capital Group, Tekserv, Tekserv Group and WF Consultancy Services.

'Intellectual Property': all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world as at the date of this agreement or in the future.

'Service Proposal': a separate written document which shall contain details of the services to be provided by CVI to the Client, the manner in which CVI shall provide these services and the basis on which CVI shall be remunerated.

2. Relationship Between the Parties

- 2.1. The Client shall engage CVI and CVI shall provide the support subject to the service proposal and or the terms of agreement.
- 2.2. The relationship of CVI to the Client will be that of independent contractor and nothing in this agreement shall render him an employee, worker, agent or partner of the Client and CVI shall not hold himself out as such.
- 2.3. Neither party shall assign or transfer any of their rights, liabilities or obligations arising under this agreement without the prior written consent of the other party.

3. Term of Agreement

- 3.1. Any agreement shall commence on the date as specified within the service proposal and will continue unless and until terminated:
 - a) as provided by the terms of the agreement; or
 - b) upon satisfactory completion of the services agreed under the Service Proposal or any extension or addition to those services which is agreed in writing; or
 - c) by either party giving to the other not less than 30 days prior written notice.
- 3.2. Where a verbal agreement is formed, this shall be binding between CVI and the client where an agreement on the services to be performed and or commencement of the service is carried out with correspondence in place to prove this took place. Remuneration in such cases shall be charged at the nominal services fee of £100.00 per hour, unless agreed otherwise in writing.

4. The Services Provided

- 3.1. CVI shall provide growth support and counselling to the client. This may take the form of attending meetings, advisory or counselling sessions, arranging meetings with external third parties, and generalised support tasks, which shall serve to direct the client toward its objective.
- 3.2. All support and or advice given to the client by CVI and or any third parties is based on our own opinions and experiences and does not constitute any type of guarantee or warranty, as to the result and or outcome following any relevant actions taken by the client.
- 3.3. CVI shall provide support and consultancy services to the client as required and as mutually agreed with all due care, skill and ability and use his best endeavours to promote the interests of the Client.
- 3.4. The exact nature and detail of the services which CVI shall provide to the Client shall be as set out in the Service Proposal or agreement

- 3.5. Any amendment, extension or addition to the services must be agreed in writing.
- 3.6. CVI makes no guarantee that any particular services will be provided within a specific time frame or on any agreed dates and shall not be liable for any loss, damage or expense suffered by the Client as a result of any delay in service provision.
- 3.7. CVI shall use reasonable endeavours to ensure that he is available at all times on reasonable notice to provide such assistance or information as the Client may require.
- 3.8. CVI shall:
- a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - b) comply with the Client's Anti-bribery and Anti-corruption Policies as the Client may update from time to time;
 - c) promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by CVI in connection with the performance of this agreement;
 - d) ensure that all persons associated with CVI or other persons who are performing services in connection with the agreement comply with this Clause 4.6

4. Payment for Services

- 4.1. Where CVI provides services to the Client as mutually agreed he shall charge the Client the sum agreed in the Service Proposal, which shall be exclusive of VAT or any local taxes and or fluctuations in currency exchange rates.
- 4.2. Unless specified in the Service Proposal, the sum payable to CVI in respect of fees as set out in Clause 5.1 is not inclusive of any disbursements or expenses which he may incur, and CVI shall charge these expenses and disbursements to the Client.
- 4.3. The Client shall settle all invoices which are raised against him by CVI within 14 days, unless stated on the invoice. Where the Client is late in making payment the Consultant shall be entitled to recover from him all reasonable costs and expenses incurred in securing payment.
- 4.4. Under the Late Payment of Commercial Debts (Interest) Act 1998, failure to settle payment within the timeframe agreed in 5.3 shall entitle CVI to claim, in addition to the sums invoiced, interest on those sums at a rate of eight percentage points per annum above the Bank of England Base Rate. The Bank of England base rate shall be that as determined on the previous 31 December, or 30th June per annum. This shall be calculated on a daily rate basis using the following process:
- a) Amount owed plus annual interest rate (Bank of England base rate + eight percentage points)
 - b) Total annual interest divided by 365 days

- c) Multiply the daily interest by the number of days the debt has been accruing interest

4.5. Under the Late Payment of Commercial Debts (Interest) Act 1998, failure to settle payment within the timeframe agreed in 5.3 shall entitle CVI to claim, in addition to the principle debt, Debt recovery compensation. This shall be calculated in accordance with UK guidelines and is subject to change without written notice. Unless changed by UK legislation, this shall be:

- a) Debts up to £999.99 = £40.00
- b) Debts from £1,000.00 to £9,999.99 = £70.00
- c) Debts of £10,000.00 or more = £100.00

4.6. Under the Late Payment of Commercial Debts (Interest) Act 1998, failure to settle payment within the timeframe agreed in 5.3 shall entitle CVI to claim reasonable costs of £295.00.

4.7. Payment in full or in part of the fees claimed under Clause 5 or any expenses claimed under Clause 6 shall be without prejudice to any claims or rights of the Client against CVI in respect of the provision of the services.

4.8. Where CVI believe there may be an opportunity to significantly grow the client business, and or the client may be suffering from short term cash flow issues, CVI may offer the client an alternative remuneration offer in terms of an arrangement whereby CVI take full or part payment for any support provided to the client, in the form of a convertible note bearing interest, and or equity in the client business. Where an equity offer is made, this shall be based on a valuation method set out appropriate to the business and or industry best practice at the time. Where any such offer is made, the client is under no obligation to accept the offer, and CVI retain the right to remove the offer at any time without notice.

5. Expenses

- 5.1. Subject to Clause 6.2 and to production of receipts or other appropriate evidence of payment, the Client shall reimburse all reasonable expenses properly and necessarily incurred by CVI in the course of providing the services under this agreement.
- 5.2. Where the Client is based more than 3 miles away from its office(s) CVI shall charge to the Client all reasonable travel expenses which are incurred in attending the Client's premises. These shall include rail, air, underground and taxi fares or, where CVI or his employees or agents travel by private car, an allowance of £0.90 per mile.
- 5.3. If CVI is required to travel abroad in the course of providing the services under any agreement he shall be responsible for any necessary insurances, inoculations and immigration requirements. All costs must be paid in advance by the client, where this is required.

6. Client's Obligations

- 6.1. The Client shall provide CVI with such information, support, co-operation and facilities as may be necessary in order to provide the services.
- 6.2. The Client agrees and covenants that he will not recruit or attempt to procure the recruitment of any employee of CVI between the signing of this agreement and the expiration of 6 months from the completion of the services as agreed in the Service Proposal or any extension or addition to these services which is agreed in writing.

7. Confidentiality

- 7.1. CVI acknowledges that in the course of this agreement he will have access to Confidential Information. CVI has therefore agreed to accept the restrictions in this Clause 8.
- 7.2. CVI shall not (except in the proper course of his duties), either during the term of this agreement or at any time after the termination of this agreement, use or disclose to any third party (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
 - a) any use or disclosure authorised by the Client or required by law; or
 - b) any information which is already in, or comes into, the public domain otherwise than through CVI's unauthorised disclosure.
- 7.3. At any stage during this agreement, CVI will promptly on request return all and any Client Property in his possession to the Client.
- 7.4. Where CVI provides services to the Client through a delegate such as an employee or subcontractor, CVI will ensure that the said delegate signs a comparable confidentiality undertaking.

8. Data Protection

- 8.1. CVI consents to the Client holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to CVI.
- 8.2. CVI consents to the Client making such information available to those who provide products or services to the Client.

- 8.3. CVI consents to the transfer of such information to the Client's business contacts outside the European Economic Area in order to further its business interests.

9. Intellectual Property

- 9.1. Where the Client provides CVI with documentation, literary materials or media in order to enable CVI to provide the services, there shall be no transfer of Intellectual Property vested in these, and the aforementioned Intellectual Property shall remain the sole property of the Client.
- 9.2. All Intellectual Property in the services provided and delivered to the Client by CVI shall remain the sole property of CVI and the Client shall not redistribute or publish this Intellectual Property without the prior written consent of CVI.
- 9.3. Neither the Client nor CVI claim or assert any rights to Intellectual Property belonging to any third party which may be used under licence or otherwise lawfully during the course of this agreement.

10. Termination

- 10.1. Without prejudice to Clause 3.1, either party may terminate this agreement with immediate effect without notice if the other party:
- a) expressly or impliedly repudiates this Agreement by refusing or threatening to refuse to comply with any of the provisions of this agreement; or
 - b) goes into liquidation either compulsory or voluntary (save for the purpose of reconstruction or amalgamation); or
 - c) convenes any meeting of creditors or passes a resolution for winding up or suffers a petition for winding up; or
 - d) has an administrative receiver or receiver appointed over the whole or part of its assets or suffers the appointment of an administrator; or
 - e) being an individual has a bankruptcy order made against him or is declared en désastre, or compounds with his creditors or comes to any arrangements with any creditors; or
 - f) is wound up or a court of competent jurisdiction makes an order to that effect; or
 - g) commits a material breach of any term of this agreement (and, except in the case of a breach not capable of being remedied), such breach has not been remedied within 30 days of receipt of a written request to remedy the breach; or
 - h) is directed to do so by any regulatory authority; or
 - i) there is a change in control of such other party and for this purpose "control" shall have the meaning ascribed to it in Section 840 of the Income and Corporation Taxes Act 1988.
- 10.2. Upon termination of this agreement, outstanding payments in respect of services provided by CVI shall become immediately due.

11. Notices

- 11.1. Any notice given to a party under or in connection with this contract shall be in writing and shall be:
- a) Delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business (if a company) or (in the case of the Consultant) his last known address; or
 - b) Sent by electronic mail.
- 11.2. Any notice shall be deemed to have been received:
- a) if delivered by hand, on signature of a delivery receipt;
 - b) if sent by prepaid first-class post or other next working day delivery service, at 9.00am on the second business day after posting;
 - c) if sent by electronic mail, at 9.00am on the next business day after transmission.
- 11.3. This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12. Limitation of Liability

- 12.1. CVI shall not be responsible in any circumstances to the Client or any third party for any indirect or consequential or inconsequential or economic damage or loss, howsoever caused, whether as a result of negligence, misrepresentation, breach of contract or otherwise.
- 12.2. Nothing in the foregoing shall be read as restricting or limiting in any way CVI's liability for death or personal injury.

13. Indemnity

- 13.1. The Client shall indemnify CVI against any loss or damage which results from the Client's breach of an agreement or failure to abide by any of its terms.

14. Warranties

- 14.1. Both parties and the signatories to this agreement warrant that they are authorised and permitted to enter into an agreement, and have obtained all necessary permissions and approvals.
- 14.2. Both parties warrant and undertake that they are not aware as at the date of any agreement of anything within their reasonable control which might or will adversely affect their ability to fulfil the obligations under an agreement.

15. Counterparts

- 15.1. An agreement may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

16. Entire Agreement and Variation

- 16.1. Any agreement constitutes the entire agreement between the parties. It supersedes and extinguishes any previous agreements, promises, assurances, warranties, representations and understandings between them, whether orally or in writing, relating to the subject matter.
- 16.2. Each party acknowledges that, in entering into an agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these terms. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.
- 16.3. Any variation of these terms must be made in writing and signed by both CVI and the Client.

17. Governing Law

- 17.1. These terms 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.
- 17.2. The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

18. Severability

- 18.1. If any term or provision in these terms shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

19. Third Party Rights

- 19.1. A person who is not a party to the agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the agreement.