

CONSULTANCY AGREEMENT

THIS AGREEMENT is dated **{Date of Contract}** and is made BETWEEN: **{Name of Individual}**, **{Position within company}** of **{Name of Company}** whose registered office is at: **{Address registered at Companies House}**, with company registration number: **{Company Number}** ("The Client"); and **1st4Solutions Limited (Trading as My TrueNORTH)** whose registered office is at: **Langtree St James Business Centre, St James Court, Wilderspool Causeway, Warrington WA4 6PS** with company registration number: **06163326** ("The Provider").

1. ENGAGEMENT

- 1.1. 'The Client' shall engage 'The Provider' and 'The Provider' shall act for 'The Client' on the terms and conditions set out in this agreement.
- 1.2. 'The Provider' shall undertake the projects described in Schedule 1 to this agreement ("the Work").

2. PERIOD OF AGREEMENT

- 2.1. The Coaching/Consultancy/Mentoring shall commence on **{Date work to commence}** and shall continue for a minimum period of **{minimum period of engagement}**, after which time may be cancelled at any time by either 'The Client' or 'The Provider' by informing the other party in writing and allowing one months notice.

3. DUTIES AND RESPONSIBILITIES

- 3.1. 'The Provider' shall be engaged to perform the Work outlined in Schedule 1 and shall give all advice and assistance on any matter in the scope of it's duties.
- 3.2. When 'The Work' requires co-ordination with other persons working for 'The Client', 'The Provider' shall make itself available during normal business hours, within a mutually agreed timeframe.
- 3.3. 'The Provider' and 'The Client' may agree to extra services and work, but any such extras must be set out and agreed to in writing by both 'The Provider' and 'The Client.'
- 3.4. 'The Provider' undertakes that will:
 - 3.4.1. perform such duties and exercise such powers as are assigned to 'The Provider;'
 - 3.4.2. not to do anything which is harmful to 'The Client' or the business/es of 'The Client.'
- 3.5. 'The Provider' shall be entitled to procure the services of any other persons with suitable skills and experience as are necessary from time to time in order to complete 'The Work.'

4. FEES

- 4.1. 'The Client' shall pay 'The Provider' the appropriate level of investment as outlined in Schedule 2 – the fees exclusive of Value Added Tax (VAT) payable in advance monthly.

- 4.2. 'The Provider' shall render to 'The Client,' invoices on a monthly basis in respect of fees to include VAT where necessary.
- 4.3. 'The Provider' shall be reimbursed in full by 'The Client' in respect of all expenses properly and reasonably incurred by it in connection with the performance of the duties under this agreement, subject to the production of such receipts as 'The Client' may require.

5. CONFIDENTIALITY

- 5.1. 'The Provider' shall at all times keep secret and confidential all information relating to 'The Client', its business/es, finances and affairs or that of any of its subsidiaries and the projects, business, finances and affairs of its clients or customers and shall not (except as authorised or required by his duties) use or disclose to any person any information which 'The Provider' acquires from 'The Client' in connection with or as a result of the work or any information relating to 'The Work' which arises out of 'The Provider's' services under this agreement unless and until 'The Provider' establishes that such information in its entirety is or has become public knowledge otherwise than by unauthorised disclosure in breach of this clause.
- 5.2. 'The Provider' shall, on demand at any time (for a nominal administrative fee) deliver up to 'The Client' all records, reports, documents, drawings and other papers and all copies and extracts of them made or acquired by 'The Provider' in the course of 'The Work' which shall be the property of 'The Client' and may only be used for the purpose of 'The Work'.
- 5.3. 'The Provider' shall only keep ANY information regarding 'The Client' (other than where legal requirement dictates) for a maximum of 6 months post the completion/termination of 'The Work' at which point ALL information shall be destroyed in line with our Confidentiality GDPR policy.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. 'The Provider' shall communicate to 'The Client' full details of all information which results from 'The Work' (including any inventions or developments which are made or conceived by 'The Provider') during the term of the work or within 6 months after its end ('The Results').
- 6.2. Copyright to 'The Results' is owned by 'The Provider'. Upon termination of 'The Work' 'The Provider' shall grant to 'The Client' a royalty-free, world-wide, non-exclusive licence to use 'The Work' undertaken by 'The Provider'. All intellectual property rights shall not transferred to 'The Client' and shall remain the property of 'The Provider'.
- 6.3. It is understood and agreed to that 'The Client' and 'The Provider' may during the course of their engagement disclose confidential information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that
- 6.4. The Confidential Information to be disclosed can be described as and includes:
 - 6.4.1. Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

6.5. Both 'The Client' and 'The Provider' agrees not to disclose the confidential information to anyone unless required to do so by law.

6.6. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

7. TERMINATION

7.1. 'The Provider' shall have the right to terminate this agreement with immediate effect by notice in writing to 'The Client' if 'The Client' fails to make any payment when it becomes due.

7.2. 'The Provider' shall have the right to terminate this agreement with immediate effect by notice in writing to 'The Client' if 'The Client' is deemed Bankrupt, enters into either a CVA or IVA or is found guilty of any illegal act (other than minor driving offences).

7.3. Once the minimum term of this contract has passed, any work conducted shall be deemed 'ongoing' and may be terminated by either party by giving one month's written notice to the other.

8. NOTICES

8.1. Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the other party stated in this agreement or such other address as the other party has notified.

9. NO PARTNERSHIP

9.1. The parties are not partners or joint venturers nor is 'The Provider' an employee of 'The Client'.

10. ASSIGNATION

10.1. This agreement is with 'The Client' and it may not sub-contract or assign any of its rights or obligations without the prior written consent of 'The Provider'.

11. VARIATION

11.1. No variation of this agreement or oral promise or commitment related to it shall be valid unless made in writing and signed by or on behalf of both 'The Provider' and 'The Client'.

12. GOVERNING LAW AND JURISDICTION

12.1. This agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.