

1 Commencement and duration of engagement

Subject to the terms of this Agreement, the Consultancy's engagement will commence on the Commencement Date and will continue until the completion of the Services to the satisfaction of the Company, when it will automatically terminate. The Company may at any time prior to the completion of the Services give to the Consultancy not less than 30 days' notice in writing terminating this Agreement.

2 Provision of services

2.1 During the Engagement, the Consultancy will, and (where appropriate) will procure that the Individual will:

2.1.1 provide the Services to the Company with all due care, skill and diligence and use its or the Individual's best endeavours to promote the interests of the Company;

2.1.2 provide the Services to the Company on such days and at such times and in such places as may be required by the Company from time to time as specified in the SOW, together with such additional times/places as may be necessary for the proper provision of the Services;

2.1.3 keep the Board informed of progress on projects in which the Consultancy and/or the Individual is engaged by reference to any agreed milestones set out in the SOW and will produce all such information and reports in such form as the Board may reasonably require from time to time.

2.2 The Consultancy acknowledges that the Company will be relying upon its and the Individual's skill, expertise and experience and undertakes to the Company that:

2.2.1 it will, and will procure that the Individual will, provide the Services in the manner and to the standard reasonably specified by the Company;

2.2.2 all advice and information given, all representations and statements made, and all documents provided by the Consultancy and the Individual will be materially accurate and appropriate for their purpose;

2.2.3 all intellectual property and information provided by the Consultancy and the Individual will be materially accurate and appropriate for its purpose; and

2.2.4 the Individual has, and will continue to have, beneficial ownership of more than 50% of the issued share capital of the Consultancy, or the legal power to direct or cause the direction of the Consultancy's management.

2.3 The Consultancy will immediately notify the Company if, for any reason, either it or the Individual is unable to provide the Services as required by the Company in accordance with Clause 2.1.

2.4 While the Consultancy's (and the Individual's) method of work is its own, the Consultancy will, and will procure that the Individual will, comply with the reasonable requests of the Board and will work and co-operate with any servant or agent or other consultant of the Company as may be necessary for the provision of the Services.

2.5 The Consultancy will not, and will procure that the Individual will not:

2.5.1 hold itself and/or the Individual out as having authority to bind the Company; nor

2.5.2 have any authority to incur any expenditure in the name of or on behalf of the Company,

unless the Consultancy or the Individual has obtained the prior written consent of the Company.

2.6 The Consultancy may use another person, firm, company or organisation to perform any administrative, clerical or secretarial functions that are reasonably incidental to the provision of the Services provided that the Company will not be liable to pay the cost of such functions.

2.7 The Consultancy will, and will procure that the Individual will:

2.7.1 comply with all reasonable standards of safety at all times; and

2.7.2 at all times comply with the Company's health and safety policies and procedures; and

2.7.3 immediately report to the Board any unsafe working conditions or practices.

- 2.8 The Consultancy will, at its own cost, keep any instruments, equipment, and/or computer equipment and electronic devices it or the Individual provides in relation to the provision of the Services in a safe and proper operating condition.
- 2.9 Where the Consultancy is obliged to provide computer equipment in relation to the provision of the Services, it is a condition of this Agreement that:
- 2.9.1 such computer equipment, including any storage devices and storage media used with it, are free of any virus or malware; and
- 2.9.2 the Consultancy will, and will procure that the Individual will, on the Commencement Date and from time to time as required by the Company, make such computer equipment available for audit by the Company's information technology department, or equivalent person, for verification of Clause 2.9.1; and
- 2.9.3 the Consultancy will not, and will procure that the Individual will not, connect such computer equipment to the Company's computer network.
- 2.10 Where necessary for the provision of the Services, the Company will supply the necessary computer software for loading onto such computer equipment. All such computer software remains the Company's property at all times and upon termination of this Agreement the Consultancy will, and will procure that the Individual will, surrender such software in accordance with the provisions of Clause 9 (Obligations on termination).
- 2.11 The Consultancy will carefully select the Individual who will provide the Services and agrees that any breach or non-performance by the Individual of the obligations under this Agreement will constitute a breach or non-performance by the Consultancy.
- 2.12 The Consultancy will, and will procure that the Individual will, promptly give to the Company all information, documentation and materials as it may reasonably require from time to time in order for the Company to determine from time to time whether the Engagement is a Deemed Employment Engagement and, if the Company does so determine, in order for the Company to comply with any obligation to

deduct tax and National Insurance contributions (NICs) from the Fee. The Consultancy will also, and will procure that the Individual will also, promptly advise the Company of any material change to any information, documentation or materials previously provided under this clause, and will also promptly give to the Company any other information, documentation and/or materials which the Consultancy or the Individual considers (or ought reasonably to consider) relevant to determining whether the Engagement is a Deemed Employment Engagement.

3 Right to provide a substitute

The Consultancy may at any time, with the prior written approval of the Company, (such approval not to be unreasonably withheld) appoint a substitute with equivalent skill and expertise to perform the Services instead of the Individual (the **Substitute**). The Consultancy will be required to produce to the Company evidence of undertakings between it and the Substitute, including with regard to confidentiality in accordance with Clause 6 before the Substitute may be approved. If the Company accepts the Substitute, the Consultancy will provide an overlap period of up to ten working days during which the Individual will ensure that the Substitute fully understands the requirements of the Company and the work involved in the provision of the Services. The Consultancy will not charge the Company any extra fee for this overlap period. The Consultancy will continue to invoice the Company in accordance with Clause 4.2 and will be responsible for the remuneration of the Substitute. Any reference in this Agreement to the 'Individual will include any Substitute appointed in accordance with this clause, except where expressly stated to the contrary.

4 Fees and expenses

- 4.1 The Company will pay to the Consultancy, in consideration of the provision of the Services, a consultancy fee as set out in the SOW, less any deductions for tax or National Insurance contributions (NICs) as required by law in accordance with the determination made by the Company as to whether the Engagement is a Deemed Employment Engagement (the **Fee**), within 30 days of receipt of an invoice submitted in accordance with Clause 4.2.

- 4.2 The Consultancy will render monthly invoices (or in such other instalments as may be specified in the SOW) to the Company in respect of the Fee, which will specify details of the hours that the Individual has worked, the Services that have been provided, the amount of the Fee payable plus any expenses approved by the Company pursuant to clause 4.9 and, where the Consultancy is registered for VAT, will show any VAT separately.
- 4.3 The Consultancy will keep time sheets showing the hours worked by the Individual in respect of the provision of the Services and will if so requested produce them to the Company for accounting purposes.
- 4.4 Where the Company disputes in good faith on reasonable grounds any sum invoiced by the Consultancy, the Company may withhold payment in respect of the amount under dispute, pending resolution of the dispute.
- 4.5 If any invoice (or any part of an invoice) remains unpaid at the due date for payment, such invoice will bear interest at the Interest Rate from the day after the due date for payment up to (and including) the date of payment of the invoice in full. If any sum invoiced by the Consultancy is disputed by the Company in accordance with Clause 4.4, then interest will be deemed not to have accrued in respect of that sum.
- 4.6 Payment by the Company will be without prejudice to any claims or rights which the Company may have against the Consultancy and/or the Individual and will not constitute any admission by the Company as to the provision of the Services by the Consultancy and/or the Individual under this Agreement.
- 4.7 The Company will be entitled to deduct from the Fee (and any other sums) due to the Consultancy any sums that the Consultancy and/or the Individual may owe to the Company at any time, including any sum under dispute in accordance with Clause 4.4.
- 4.8 For the avoidance of doubt, in the event that no Services are required, or if the Consultancy fails to provide the Services via the provision of the Individual (whether by reason of illness, accident or other incapacity, or for any other reason), no Fee will be payable.

- 4.9 The Consultancy will be responsible for all out-of-pocket expenses and normal overhead expenditure incurred by it in the performance of its duties under this Agreement. For the avoidance of doubt the Consultancy will not be reimbursed separately for these expenses, unless otherwise agreed by the Company in writing in advance and subject always to the production of suitable receipts or other evidence as the Company may reasonably require.

5 Liability, indemnity and insurance

- 5.1 The Consultancy will be liable for any loss, liability, costs (including reasonable legal costs), damages or expenses incurred by the Company in connection with the provision of the Services including for breach by the Consultancy of applicable data protection legislation and will accordingly maintain in force at all times during the Engagement at its own cost, full and comprehensive Insurance Policies in respect of the provision of the Services.
- 5.2 The Consultancy will ensure that the Insurance Policies are taken out in its name with reputable insurers will notify the insurers of the Company's interest and will (if possible) cause such interest to be noted on the Insurance Policies.
- 5.3 The Consultancy agrees to indemnify and keep indemnified the Company against any loss or costs (including reasonable legal costs on an indemnity basis), charges and other expenses of any nature whatsoever incurred or suffered by the Company whether direct or consequential (including such arising in consequence of a claim brought against the Company by one of its employees or a third party) in consequence of any breach of the undertakings in Clause 2.2 or of any of the terms of this Agreement and/or any negligence on the part of the Consultancy and/or the Individual in connection with the provision of the Services.

6 Confidential Information

- 6.1 Except in the proper performance of its obligations under this Agreement, the Consultancy will not, and will procure that the Individual will not, during the period of this Agreement or at any time after the Termination Date, without the prior written approval of the

Company (such approval not to be unreasonably withheld), use for its or the Individual's own benefit or for the benefit of any other person, firm, company or organisation or directly or indirectly divulge or disclose to any person (and must use best endeavours, and will procure that the Individual will use best endeavours, to prevent publication or disclosure of) any Confidential Information which has come, or may come, to the Consultancy's or the Individual's knowledge during or in connection with the Engagement.

- 6.2 The Consultancy will not, and will procure that the Individual will not, during the period of this Agreement make (otherwise than for the benefit of the Company) any notes, memoranda, records, tape recordings, computer programs or any other form of record relating to any matter within the scope of the business of the Company or concerning any of the dealings or affairs of the Company.
- 6.3 The restrictions contained in this Clause 6 will not apply to: (a) any Confidential Information which is already in or (otherwise than through the Consultancy's or the Individual's unauthorised disclosure) becomes available to, or within the knowledge of, the public generally; and (b) any use or disclosure authorised by the Company or required by law.
- 6.4 The Consultancy warrants to the Company that the Individual has given or will give written undertakings, in the same terms as those contained in this Clause 6, to the Consultancy and agrees to provide a copy of such undertakings to the Company on or before the Commencement Date or, if later, the date on which the Individual starts to provide the Services.

7 Intellectual property

- 7.1 The Consultancy warrants to the Company that it:
- 7.1.1 as obtained from the Individual a written and valid transfer in favour of the Consultancy by way of present and future assignment with full title guarantee of all the Intellectual Property Rights in the Work: (a) existing anywhere in the world; (b) relating to their use in any sector and for any purpose; (c) for the full term of such rights and any renewals; (d) including

(with effect from their creation) all Intellectual Property Rights in Work created or developed in future by the Individual in respect of the Services; and

- 7.1.2 has obtained from the Individual a written waiver in favour of the Consultancy of their moral rights in the Work under the Copyright Designs and Patents Act 1988 (and all analogous legislation worldwide) to the extent permitted by law,

and the Consultancy agrees to provide to the Company a copy of the above transfer(s) and waiver(s) on or before the Commencement Date or, if later, the date on which the relevant individual starts to provide the Services.

- 7.2 In consideration of the Company paying the Fee to the Consultancy, the Consultancy hereby transfers to the Company by way of present and future assignment with full title guarantee all the Intellectual Property Rights in the Work: (a) anywhere in the world; (b) in any sector and for any purpose; (c) for the full term of such rights and any renewals; (d) including (with effect from their creation) all Intellectual Property Rights in Work created or developed in future by the Consultancy and/or the Individual in respect of the Services.
- 7.3 For Work in respect of which Intellectual Property Rights are assigned to the Company pursuant to Clause 7.2, the Consultancy will waive its, and will procure the waiver by all third parties of their, moral rights in such Work under the Copyright, Designs and Patents Act 1988 (and all analogous legislation worldwide) to the extent permitted by law.
- 7.4 The Consultancy will, at the expense of the Company, at any time either during or after the Engagement give assistance and do all acts and things as may be in the opinion of the Company necessary or desirable to give the full benefit of this Agreement to the Company including registration of the Company as applicant or (as applicable) proprietor of the Intellectual Property Rights; and assisting the Company in obtaining, defending and enforcing the Intellectual Property Rights, and assisting with any other proceedings which may be brought by or against the Company against or by any third party relating to the Intellectual Property Rights. The Consultancy confirms that the Individual has given or will give written undertakings in the same terms to

the Consultancy and agrees to provide a copy of such undertakings to the Company on or before the Commencement Date or, if later, the date on which the relevant individual starts to provide the Services.

7.5 The Consultancy hereby irrevocably and by way of security appoints any director for the time being of the Company to be its attorney for the purposes of the Powers of Attorney Act 1971, with authority to do all such things and to execute all such documents in its name and on its behalf, as may be necessary to secure that the full benefit and advantage of Clauses 7.2, 7.3 and 7.4 of this Agreement and a letter signed by any director or secretary of the Company certifying that any thing or any document has been done or executed within the authority conferred by this clause will be conclusive evidence of it.

7.6 The Consultancy warrants that it will not in the course of providing the Services infringe the Intellectual Property Rights of any other person. The Consultancy confirms that the Individual has given a written warranty in the same terms to the Consultancy and agrees to provide a copy of such warranty to the Company on or before the Commencement Date or, if later, the date on which the relevant individual starts to provide the Services.

7.7 The Consultancy will indemnify and keep indemnified and hold harmless the Company from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Company as a result of or in connection with any action, demand or claim that any of the Intellectual Property Rights or Work provided under this Agreement infringe the intellectual property rights of any third party.

8 Termination

8.1 Notwithstanding the provisions of Clause 1, and subject to Clause 8.3, the Company may terminate this Agreement with immediate effect without liability to pay any fees, compensation or damages by written notice to the Consultancy if, at any time:

8.1.1 the Consultancy or the Individual commits any serious or repeated breach or non-observance of any of the terms or conditions of this Agreement; or

8.1.2 the Consultancy and/or the Individual is in the reasonable opinion of the Board negligent or incompetent in the performance of the Services; or

8.1.3 the Consultancy and/or the Individual is guilty of any act of fraud or dishonesty or acts in any manner which, in the reasonable opinion of the Board, brings or is likely to bring the Individual, the Consultancy and/or the Company into serious disrepute and/or is materially adverse to the interests of the Company; or

8.1.4 a bankruptcy order is made against the Individual or the Individual compounds with or enters into any voluntary arrangement with creditors such that in the reasonable opinion of the Board the Consultancy is no longer able to provide the Services; or

8.1.5 the Individual is charged with or convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed) which, in the reasonable opinion of the Board materially affects the Consultancy's ability to perform the Services; or

8.1.6 the Consultancy makes a resolution for its winding up, makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding up order is made or an administrator or receiver is appointed in relation to the Consultancy such that in the reasonable opinion of the Board the Consultancy is no longer able to provide the Services; or

8.1.7 any of the warranties set out in this Agreement being found to be inaccurate, misleading or untrue; or

8.1.8 the Individual becomes prohibited, by operation of law, from acting as an officer of the of a company; or

8.1.9 the Individual ceases for whatever reason from acting as an officer of the Consultancy.

8.2 Notwithstanding the provisions of Clause 1 and subject to the provisions of Clause 8.3, the Consultancy may terminate this Agreement with immediate effect without liability to pay any compensation or damages

by written notice to the Company if, at any time the Company commits a serious or repeated breach or non-observance of any of the terms or conditions of this Agreement, and for the avoidance of doubt, subject to Clause 4.4, a failure to pay the Fee on the due date will be treated as a serious breach.

- 8.3 Neither party will be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature and any other reason beyond the control of either party (each a **Force Majeure Event**). If either party is unable to perform its duties and obligations under this Agreement as a direct result of a Force Majeure Event, that party will give written notice to the other of the inability stating the reason in question. The operation of this Agreement will be suspended during the period (and only during the period) during which the Force Majeure Event continues and the Consultancy will be paid any of the Fee which is outstanding at the commencement of that suspension forthwith, pro-rata. Immediately upon the Force Majeure Event ceasing to exist the party relying upon it will give written notice to the other of this fact. If the Force Majeure Event continues for a period of more than 90 days and substantially affects the commercial basis of this Agreement, the party not claiming relief under this Clause 8.3 will have the right to terminate this Agreement upon giving 7 days' written notice of such termination to the other party.

9 Obligations on termination

- 9.1 The Consultancy will, and will procure that the Individual will, immediately on the termination of this Agreement for any reason and at the request of the Company at any time during the Engagement surrender to a person duly authorised by the Company all computer programs, reports, manuals, files, notes, accounts, documents, correspondence, books, materials, papers and information (on whatever media and wherever located) any keys and any other property of the Company or its business contacts that have been made or received by the Consultancy and/or the Individual during the course of providing the

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Services (whether under the terms of this Agreement or any other agreement or arrangement between the Company and the Consultancy) and which are in the Consultancy's and/or the Individual's possession or under the Consultancy's and/or the Individual's control and which are the property of the Company.

- 9.2 Immediately on the termination of this Agreement for any reason the Consultancy will, and will procure that the Individual will, having first returned the information to the Company as required by Clause 9.1, irrevocably delete any remaining information relating to the business of the Company stored in any magnetic or optical drive or memory and all matter derived from such sources which is in its or their possession or under its or their control and is outside the premises of the Company.

10 General

- 10.1 **The schedules.** The schedules are incorporated into and form part of this Agreement and the parties hereby expressly acknowledge and agree to be bound by their terms.
- 10.2 **Restrictions on assignment/sub-contracting.** The Company may freely assign, delegate, sub-contract or otherwise transfer its rights and obligations under this Agreement, provided that it gives written notice to the Consultancy. The Consultancy may not assign this Agreement or any of its rights and obligations under it without the prior written consent of the Company. Where such consent is given, the Consultancy will not be relieved of liability for any non-performance by any assignee, agent or sub-contractor. Notwithstanding any sub-contracting, the Consultancy will remain primarily responsible for the acts and omission of its agents or sub-contractors as though such acts or omissions were its own.
- 10.3 **Statements.** The Consultancy will not, and will procure that the Individual will not, without the prior written consent of the Company at any time whether during the Engagement or at any time after it ends make any public statement in relation to the Company or its businesses, affairs, customers or clients or officers and employees and will not after the Termination Date represent itself and/or the Individual, and

will procure that the Individual will not represent the Individual, as continuing to be engaged by or connected with the Company.

- 10.4 **Notices.** Notices under this Agreement shall be in writing and sent to a party's address or email address as set out in the SOW. Notices may be given, and shall be deemed received: (a) by first-class post: two Business Days after posting; (b) by airmail: seven Business Days after posting; (c) by hand: on delivery; and by email to: on receipt of a delivery return email. This clause does not apply to notices given in legal proceedings or arbitration.
- 10.5 **Entire agreement.** The parties agree that this Agreement (including the schedules and any SOWs) constitutes the entire agreement between them relating to the Engagement and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement, except in the case of fraudulent misrepresentation. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement. Nothing in this Agreement purports to limit or exclude any liability for fraud.
- 10.6 **Further assurance.** Each party shall at the request of the other, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to this Agreement.
- 10.7 **Variation.** No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party, except where the Company determines it appropriate to vary the Engagement's status as a Deemed Employment Engagement.
- 10.8 **Set off.** Except as expressly set out in this Agreement, each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

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- 10.9 **No partnership or agency.** Nothing in this Agreement constitutes, or shall be deemed to constitute, a partnership between the parties nor make any party the agent of another party.
- 10.10 **Remedies and waiver.** Any remedy or right conferred upon the Company for breach of this Agreement will be in addition to and without prejudice to all other rights and remedies available to it. No failure, delay or omission by the Company in exercising any remedy, right, power or privilege under or in relation to this Agreement will operate as a waiver of that or any other right, power, remedy or privilege of the Company, nor will any single or partial exercise of any right, power, remedy or privilege preclude any other or further exercise of that or any other right, power, remedy or privilege.
- 10.11 **Equitable relief.** Each party recognises that any breach or threatened breach of this Agreement may cause the other party 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, each party acknowledges and agrees that the other party is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 10.12 **Severance.** If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 10.13 **Legal expenses.** Each party to this Agreement will be responsible for their own legal and other costs and expenses in connection with the negotiation, preparation, execution and implementation of this Agreement.
- 10.14 **Third party rights.** The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement and no person other than the Company and the Consultancy will have any rights under it. For the avoidance of doubt the terms of this Agreement may be varied, amended or modified (whether in whole or in part) or this Agreement may be suspended, cancelled, terminated by agreement in writing between the Company and the Consultancy or this Agreement may be rescinded in each case without the consent of any Third Party.

For the purposes of this Clause a '**Third Party**' means any person who is not a party to this Agreement.

- 10.15 **Governing law.** This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 10.16 **Jurisdiction.** The parties irrevocably agree 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, its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1 – DEFINITIONS AND INTERPRETATION**1 Definitions and interpretation**

1.1 In this Agreement, unless the context requires otherwise, the following words and phrases have the meanings set opposite them:

Agreement	this Agreement including the SOW;
Board	the board of directors from time to time of the Company;
Business Day	a day other than a Saturday or Sunday, on which banks are open for normal business in England;
Company or KTN	Knowledge Transfer Network Limited a company incorporated in England with registered number 08705643 whose registered office is at Suite 218, Business Design Centre 52 Upper Street, Islington, London, England, N1 0QH
Commercial Opportunities	any opportunities that may relate to the business of the Company or any opportunities that the Board (acting reasonably) considers may be of benefit to the Company and which have come into the knowledge of the Consultancy and/or the Individual at any time during the Engagement;
Commencement Date	the date of commencement of the Services as specified in the SOW;
Conditions	the KTN Terms and Conditions of Consultancy Engagement as may be amended and updated from time to time;
Confidential Information	all information or data (in whatever form) of a confidential or proprietary nature disclosed to or received by the Consultancy and/or the Individual (by any means) or to which the Consultancy and/or the Individual has access, whether or not labelled or designated as confidential, relating to the products, services, business or proposed business, finances, transactions, workforce and affairs of the Company or any customer, supplier, employee or client of any such company, including Intellectual Property Rights, trade secrets, information in respect of which the Company is bound by an obligation of confidentiality to a third party and any other information which is designated as confidential by the Company or which the Consultancy and/or the Individual should reasonably be aware is confidential;
Consultancy	the consultancy company, partnership or other entity, as defined in the SOW;
Deemed Employment	an engagement to which Chapter 10 of Part 2 of the Income

Engagement	Tax (Earnings and Pensions) Act 2003 applies;
Engagement	the engagement of the Consultancy by the Company in accordance with the terms of this Agreement;
Fee	the meaning given to it in Clause 4.1;
Group Company	means, in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company;
Individual	any individual provided by the Consultancy to provide the Services;
Insurance Policies	commercial general liability insurance cover, employer's liability insurance cover and public liability insurance cover;
Intellectual Property Rights	any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, the right to sue for passing off, utility models, domain names and all similar rights and, in each case: whether registered or not, including any applications to protect or register such rights, including all renewals and extensions of such rights or applications, whether vested, contingent or future, and wherever existing;
Interest Rate	two per cent. per annum above the base rate of the Bank of England base rate from time to time;
Personal Data	any information relating to a living individual who can be identified, directly or indirectly, in particular by reference to: an identifier such as a name, an identification number, location data or an online identifier, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual;
Services	the services defined in the SOW and such other services as may be agreed between the Consultancy and the Company in writing from time to time;
Statement of Work or SOW	the statement setting out the Services to be provided by the Consultancy to the Company pursuant to this Agreement, as agreed between the Consultancy and the Company in writing (in the form of the template SOW annexed hereto or such other written form as the parties may agree to use from time to time);
Termination Date	the date of termination of this Agreement and any/all SOWs for whatever reason;

Work

without limitation any and all works of authorship, products, materials, discoveries, inventions, research, processes, systems, programs (including software programs and source code), formulae, component lists, operating and training manuals, databases, instructions, manuals, brochures, catalogues, process descriptions, know-how, data, diagrams, charts, results, reports, information, methodologies, ideas, concepts, designs, documents, models, prototypes, sketches, drawings, plans, photographs, specifications and studies created or developed by the Consultancy and/or the Individual in providing the Services (either alone or jointly with others).

1.2 In this Agreement:

- 1.2.1 any reference to this Agreement or to any other document will include its Schedules, appendices and annexes (if any) and any permitted variation or amendment to this Agreement or such other document;
- 1.2.2 any reference to a Clause or Schedule is, except where expressly stated to the contrary, reference to the relevant Clause of or Schedule to this Agreement;
- 1.2.3 the table of contents, background section and any Clause, Schedule or other headings and the use of bold type in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;
- 1.2.4 a reference to any statute, statutory instrument, order, regulation or other similar instrument (including any EU order, regulation or instrument) will be construed as including references to any statutory modification, consideration or re-enactment of that provision (whether before, on or after the date of this Agreement) for the time being in force, including all instruments, orders or regulations then in force and made under or deriving validity from that legislation;
- 1.2.5 the words 'include', 'including', 'in particular' or any similar words and expressions will be construed as illustrative only and will not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.6 the use of the singular includes the plural and vice versa and a reference to one gender includes a reference to the other gender;

- 1.2.7 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- 1.2.8 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.9 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns; and
- 1.2.10 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established.

SCHEDULE 2 – TEMPLATE SOW

This SOW forms part of and should be read in conjunction with the KTN Terms and Conditions of Consultancy Engagement (**Conditions**) and describes the services to be performed by the Consultancy in accordance with the Conditions (the **Services**). Capitalised terms used but not defined in this SOW shall have the meanings ascribed to them in the Conditions (and together this SOW and the Conditions are the **Agreement**).

SOW Reference Number	
Commencement Date	
Termination Date	
Services and Deliverables	
Timetable and Milestones	
Fees and Expenses	
Individual	
Reporting Procedures	
Special conditions	

AGREED BETWEEN THE PARTIES ON THE DATE OF THIS SOW:

Signed by [NAME] for and on behalf of THE COMPANY	 Director / Authorised Signatory
Signed by [NAME] for and on behalf of THE CONSULTANCY	 Director / Authorised Signatory

SCHEDULE 3 – DATA PROTECTION, MONITORING AND FREEDOM OF INFORMATION**1 Data protection, monitoring and freedom of information**

1.1 In order for the Company to enter into and perform its obligations under this Agreement, the Consultancy will provide the Company with certain personal data relating to the Individual that the Company will process in accordance with the Company's data protection policies that will be issued to the Individual.

1.2 The Consultancy will comply, and will procure that the Individual complies, with the Company's data protection policies and other relevant policies, including in relation to criminal records information, internet, email and communications, information security, and bringing your own device (BYOD).

1.3 Without prejudice to the generality of Clause 1.2, the Consultancy will, and will procure that the Individual will, in relation to any Personal Data processed in connection with the Engagement:

1.3.1 co-operate fully with the Company in order to enable the Company to comply with its obligations under applicable data protection legislation;

1.3.2 keep the Personal Data confidential;

1.3.3 implement and maintain appropriate technical and organisational measures, reviewed and approved by the Company if it so requires, to protect against unauthorised and unlawful processing of Personal Data and against accidental loss and destruction of, or damage to, Personal Data;

1.3.4 process any Personal Data disclosed to the Consultancy and/or the Individual by or on behalf of the Company only;

(a) on the written instructions of the Company;

(b) for the purposes of providing the Services; and

(c) for the purposes for which that Personal Data was obtained and is processed by the Company;

1.3.5 maintain complete and accurate records and information to demonstrate compliance with applicable data protection legislation and immediately provide such evidence of compliance by the Consultancy and/or the Individual with the obligations under this Clause 1.3 as the Company may from time to time reasonably request;

1.3.6 immediately upon notification by the Company, take all appropriate action to enable the Company to properly comply with any request from a data subject in relation to access to and/or rectification or erasure of Personal Data;

1.3.7 immediately notify the Company of any data breach relating to Personal Data or any communication which relates to the Company's or the Consultancy's compliance with applicable data protection legislation about which the Consultancy and/or the Individual becomes aware; and

1.3.8 at the Company's written request, delete or return all Personal Data and any copies on termination of the Engagement, unless required to store the Personal Data under applicable data protection legislation.

1.4 The Company may process Personal Data and sensitive personal data (also known as 'special categories of personal data') and criminal records data relating to the Individual in accordance with its data protection policies that will be issued to the Individual.

1.5 The Company may conduct DBS and such other security checks as it considers necessary or desirable and may monitor the activities of all staff (including consultants providing services to it) in accordance with its policies relating to criminal records information, internet, email and communications, information

security, and bringing your own device (BYOD).

- 1.6 The Consultancy acknowledges that the Company may be subject to the requirements of the Freedom of Information Act 2000 (the **FOIA**) and that, in accordance with the Company's obligations under the FOIA, the Company may be required to disclose confidential information or Personal Data about the Individual.
- 1.7 In the event that the Company receives a request for information pursuant to FOIA, the Consultancy acknowledges that responsibility for determining whether the information requested should be disclosed or may be withheld in accordance with FOIA lies with the Company at its absolute discretion.
- 1.8 The Company will inform the Consultancy as soon as reasonably practicable of the receipt of any request for information that may include personal data about the Individual, and will consider whether it has a lawful basis for disclosing the Individual's personal data (and, if applicable, whether it can rely on a specific condition for disclosing the Individual's special categories of personal data) in accordance with the UK General Data Protection Regulation (**UK GDPR**) and the Data Protection Act 2018 (the **DPA**).

SCHEDULE 4 – PROTECTION OF KTN BUSINESS INTERESTS**1 Protection of KTN business interests**

1.1 The Consultancy warrants that:

1.1.1 neither the Consultancy nor the Individual will, as a consequence of entering into and performing this Agreement, be in breach of any express or implied terms of any contract, agreement or other arrangement with, or any obligation to, any third party binding upon the Consultancy and/or the Individual; and

1.1.2 there is no contract, obligation, or other arrangement or interest that will or may give rise to any conflict of interest between the Consultancy and/or the Individual and the Company in relation to the provision of the Services.

1.2 The Consultancy will, and will procure that the Individual will, use all reasonable endeavours to avoid a conflict of interest arising between the Consultancy and/or the Individual and the Company and the Consultancy undertakes to notify the Company as soon as reasonably practicable should any actual or potential conflict of interest arise.

1.3 Subject to Clauses 1.4 and 1.5, the Consultancy and the Individual and any of the Consultancy's directors may have any interest in or advise or act as a consultancy to any business provided that the Consultancy will not, and will procure that the Individual will not, during the period of the Engagement without the prior written consent of the Company (such consent not to be unreasonably withheld) have a material financial interest in, or undertake any other activities or accept other employment or engagement with, any business which may interfere with or detract from the proper provision of the Services or prejudice the interests of the Company or which involves employment with or the provision of services to any person, company or undertaking which is similar to or carries on or intends to carry

on business in direct or indirect competition with the Company. In the event of a conflict between the Consultancy's or the Individual's obligations to the Company under this Agreement and obligations to any third party, obligations to the Company will take precedence.

1.4 The Consultancy will not, and will procure that the Individual will not, during the Engagement and for the period of six months after the Termination Date use, or otherwise turn to its or the Individual's advantage, its or the Individual's knowledge of or any connection with any of the customers of or suppliers to the Company which it or the Individual acquired during the Engagement so as to take any direct or indirect advantage of the business and other connections of the Company except for the Company's advantage except where the Consultancy has a pre-existing relationship with the customers or suppliers as at the Commencement Date.

1.5 The Consultancy will not, and will procure that the Individual will not, receive or obtain directly or indirectly any discount, rebate, commission or other benefit in respect of any goods or services supplied to or acquired by the Company or any other business transacted by it and if it and/or the Individual does receive any such discount, rebate, commission or other benefit the Consultancy and/or the Individual will account to the Company for it immediately.

1.6 The Consultancy undertakes to the Company:

1.6.1 that, during the Engagement, it will, and will procure that the Individual will, take all reasonably practicable measures to offer (or cause to be offered) any Commercial Opportunities to the Company.

1.6.2 that it will, and will procure that the Individual will, offer (or cause to be offered) to the Company any Commercial Opportunities referred to in this Clause 1.6

as soon as reasonably practicable after the Consultancy or the Individual becomes aware of the said Commercial Opportunities, and, in any case, prior to the said Commercial Opportunities being offered (or caused to be offered) by the Consultancy or the Individual to any third party.

- 1.7 Neither the Consultancy nor the Individual will be required to disclose to the Company any Commercial Opportunities where such disclosure would be in breach of any duty of confidentiality or of any fiduciary duty owed by the Consultancy or the Individual to any third party.
- 1.8 The Consultancy will not without the prior written consent of the Company, whether as principal, employee, agent, consultancy or otherwise, either during the Engagement or at any time during the period of six months following the Termination Date directly or indirectly solicit or endeavour to solicit away from the Company or employ or engage or be directly involved in the employment or engagement of any person with whom the Individual and/or the Consultancy has had dealings or contact (other than on a de minimis basis) in the course of the Engagement and who is at the Termination Date, or was at any time during the period of six months prior to the Termination Date, employed or engaged by the Company in an executive and/or senior managerial capacity.
- 1.9 The Consultancy will not without the prior written consent of the Company (such consent not to be unreasonably withheld), whether as principal, employee, agent, consultancy or otherwise, either during the Engagement or at any time during the period of six months following the Termination Date, in competition with any business or businesses of the Company carried on at the Termination Date directly or indirectly solicit or endeavour to solicit the custom of or deal with or accept business from any person, firm or company who at any time during the six months prior to the Termination

Date was a customer or client of the Company and with whom or with which the Individual and/or the Consultancy dealt or has had personal contact (other than on a de minimis basis) or for whom or for which the Individual was responsible on behalf of the Company within the said period other than clients or customers with whom the Consultancy had already had dealings prior to the Engagement and/or whom the Consultancy introduced to the Company.

- 1.10 The Consultancy will not, without the prior written consent of the Company (such consent not to be unreasonably withheld), whether as principal, employee, agent, consultancy or otherwise, either during the Engagement or with the Company during the period of six months following the Termination Date, in competition with any business or businesses of the Company or any Group Company to which the Consultancy provided the Services interfere or endeavour to interfere with the continuance of supplies to the Company (or the terms relating to those supplies) by any person, firm or company who or which at any time during the six months prior to the Termination Date was a supplier of any goods or services to the Company with whom the Consultancy and/or the Individual has had dealings other than suppliers with whom the Consultancy had already had dealings prior to the Engagement and/or which the Consultancy introduced to the Company.
- 1.11 The Consultancy acknowledges (having taken appropriate legal advice) that the provisions of this Clause are fair and reasonable and necessary to protect the goodwill and interests of the Company and will constitute separate and severable undertakings given for the benefit of the Company/
- 1.12 The Consultancy acknowledges and agrees that it will be obliged to draw the provisions of this Clause 1 to the attention of any third party who may at any time before or (where the restrictions apply after the Termination Date) after the Termination Date, offer to engage or go

into business with the Consultancy and/or the Individual in any capacity and for whom or with whom the Consultancy and/or the Individual intends to work or go into business at any time within the period of six months following the Termination Date.

- 1.13 The Consultancy warrants that the Individual has given undertakings to the Consultancy in the same terms as this Clause 1 and agrees to provide a copy of such undertakings to the Company on or before the Commencement Date or, if later, the date on which the relevant individual starts to provide the Services.

SCHEDULE 5 – IR35 COMPLIANCE**1 No employment or benefits**

1.1 While acting as a consultant for the Company, the status of the Consultancy will be that of an independent contractor and as such the Consultancy and/or the Individual and/or anyone else who works for the Consultancy will not be entitled to any pension, bonus, holiday, sickness or other fringe benefits from the Company and nothing in the terms of this Agreement will render the Consultancy or the Individual an agent, officer, employee, worker or partner of the Company and the Consultancy will not hold itself out as such, and will procure that the Individual will not hold himself, herself or themselves out as such.

1.2 The Consultancy will be fully responsible for, and will indemnify the Company for and in respect of any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual, anyone engaged by Consultancy and/or any Substitute against the Company and/or any Group Company arising out of or in connection with the provision of the Services.

2 Tax and National Insurance contributions

2.1 The Consultancy will, as far as is required by law, be responsible for and will account to the appropriate authorities for all income tax liabilities and National Insurance contributions (NICs) or similar contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with fees paid and/or benefits provided as a result of the performance of the Services and/or any payment or benefit received by the Individual and/or any Substitute in respect of the Services.

2.2 Where the Engagement is a Deemed Employment Engagement, the Company will be permitted to make any such

deductions for tax or NICs from the Fee as required by law in accordance with the determination made by the Company, as set out in Clause 4.1.

2.3 If any claim, assessment or demand is made against the Company for payment of any income tax or NICs or other similar contributions arising from or due in connection with either the performance of the Services or any payment or benefit received by the Consultancy and/or the Individual in respect of the Services, the Consultancy will, where such recovery is not prohibited by law, indemnify the Company against any liability, claim, assessment or demand. The Consultancy will further indemnify the Company against all costs and expenses and any penalty, fine or interest incurred or payable or paid by the Company in connection with or in consequence of any such liability, assessment or claim.

2.4 The indemnity in Clause 2.3 does not apply to any income tax or NICs deducted by the Company if the Engagement is a Deemed Employment Engagement and the Company makes the deductions from the Fee prior to payment to the Consultancy.

2.5 The Company may, at its sole discretion, satisfy the indemnity in Clause 2.3 (in whole or in part) by way of deduction from any payments to be made by the Company to the Consultancy.

2.6 The Consultancy warrants that it is not, nor will it prior to the cessation of this Agreement become, a managed service company within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

2.7 The Consultancy warrants that the Individual has a material interest in the Consultancy, within the meaning of section 51(3)–(4) of the Income Tax (Earnings and Pensions) Act 2003.