Consultant Agreement Terms And Conditions

1. Definitions

- The "Consultant" means **Stuart Page** as set out in the Schedule;
- The "Client" means the individual or company as outlined in the schedule;

2. Background

- The Client is of the opinion that the Consultant has the necessary qualifications, experience, and abilities to provide consulting services to the Client.
- The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

3. Services Provided

1. The Client hereby agrees to engage the Consultant to provide the Client with the services as outlined in the Schedule (the "Services").
2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

4. Term Of Agreement

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
2. In the event that either Party wishes to terminate this Agreement, that Party can do so immediately by serving written notice on the other Party.
3. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
4. Except as otherwise provided in this Agreement, the obligations of the Consultant will end upon the termination of this Agreement.

5. Performance

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

6. Currency

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

7. Payment

1. The Consultant will charge the Client for the Services at the rate or amount (the "Payment") as set out in the Schedule.
2. The Client will be invoiced as outlined in the Schedule.
3. Invoices submitted by the Consultant to the Client are due within the time period as outlined in the schedule.
4. The Consultant will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Consultant will indemnify the Client in respect of any such payments required to be made by the Client.

8. Reimbursement of Expenses

The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.

9. Interest On Late Payments

Interest payable on any overdue amounts under this Agreement is charged at a rate of 25% per annum, or at the maximum rate enforceable under applicable legislation, whichever is lower.

10. Confidentiality

1. Confidential Information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client, and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
2. The Consultant agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorised by the Client, or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
3. Subject to clause 10.4, all written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.
4. Confidential Information does not include information that:
    - is or becomes publicly available, other than through a breach of this Agreement by the Consultant;
    - was already known to the Consultant before it was disclosed by the Client;
    - is developed by the Consultant independently of the Client's Confidential Information; or
    - forms part of the Consultant's Background Materials (as defined in clause 11).

11. Ownership of Intellectual Property

1. Subject to the rest of this clause 11, all intellectual property and related material, including any trade secrets, goodwill, relevant registrations, or applications for registration, and rights in any patent, copyright, trade mark, trade dress, industrial design, and trade name (the "Intellectual Property") that is developed or produced by the Consultant specifically for the Client in providing the Services, and charged to the Client, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
2. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.
3. "Background Materials" means:
    - anything owned or developed by the Consultant before the date of this Agreement, or developed independently of the Services;
    - the Consultant's open-source software, published under the MIT licence or another open-source licence, together with any modification or improvement to it, whenever and however it is made ("Open-Source Tools"); and
    - the Consultant's general skills, knowledge, know-how, techniques and experience.

   Background Materials are not Intellectual Property under clause 11.1, and remain the property of the Consultant.
4. During the Term, the Consultant may create new Open-Source Tools, including tools created to help with providing the Services, provided that they are generic, contain no Confidential Information, client data or client-specific code, and the time spent creating them is not charged to the Client. Such tools are not Intellectual Property under clause 11.1.
5. Where Background Materials are included in anything delivered to the Client, the Client may use them under the open-source licence they are published under. Where they are not published under an open-source licence, the Client is granted a non-exclusive, perpetual, irrevocable, royalty-free, worldwide and transferable licence to use, modify and distribute them as part of what was delivered.
6. Third-party software included in anything delivered to the Client (such as open-source libraries) remains subject to its own licence, and is not assigned to the Client.
7. The Client acquires no rights in any work the Consultant performs for other clients, or on the Consultant's own account, including work performed on the same day as the Services.

12. Return of Property

Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

13. Capacity/Independent Contractor

In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

14. Right of Substitution

For fixed-cost agreements, except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party sub-contractor to perform some, or all of the obligations of the Consultant under this Agreement.

In the event that the Consultant hires a sub-contractor:

- the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

15. Autonomy

Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

16. Equipment

Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials, and any other supplies necessary to deliver the Services in accordance with the Agreement.

17. No Exclusivity

The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

18. Notice

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and sent to the Parties notification email address or addresses as outlined in the schedule agreement.

19. Indemnification

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

20. Additional Clause

Any additional clauses agreed by the Parties are set out in the Schedule.

21. Modification of Agreement

Any amendment or modification of this Agreement or additional obligation by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or authorised representative of each Party.

22. Time of the Essence

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

23. Assignment

The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

24. Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

25. Enurement

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

26. Titles/Headings

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

27. Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

28. Governing Law

This Agreement will be governed by and construed in accordance with the laws of England.

29. Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable

parts severed from the remainder of this Agreement.

30. Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.