DATED                                                    2025

|  |  |
| --- | --- |
| (1) | CELTIC SEA POwer lTD |
| (2) | [insert name of consultant] |

|  |  |  |
| --- | --- | --- |
|  | Consultant Agreement |  |

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This Agreement is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2025

Parties

1. Celtic Sea Power Ltd, a company incorporated in England with registered number 10166467 whose registered office is at Chi Gallos Hayle Marine Renewables Business Park, North Quay, Hayle, Cornwall, United Kingdom, TR27 4DD (the **Company**); and
2. [Name of **Consultant**], of [address] (the **Consultant**).

Background

1. The Company carries on business as a provider of advice and guidance to support the growth of the offshore renewable energy sector.
2. The Company wishes to engage the services of the Consultant to provide [INSERT DESCRIPTION] services to the Company on the terms and conditions of this Agreement.

the parties agree:

# Definitions and interpretation

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

|  |  |
| --- | --- |
| **Agreement** | 1. this Agreement including Schedule 1;
 |
| **Board** | 1. the board of directors from time to time of the Company;
 |
| **Bribery Legislation** | 1. the Bribery Act 2010, associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all applicable UK legislation, statutory instruments, regulations, codes and sanctions relating to anti-bribery and anti-corruption and all relevant legislation in any other relevant jurisdiction;
 |
| **Business Day** | 1. a day other than a Saturday or Sunday, on which banks are open for normal business in England;
 |
| **Commencement Date** | 1. [enter date] (notwithstanding the date(s) of execution of this Agreement);
 |
| **Confidential Information** | 1. all information or data (in whatever form) of a confidential or proprietary nature disclosed to or received by the Consultant and/or the Substitute Consultant (by any means) or to which the Consultant 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 Consultant should reasonably be aware is confidential;
 |
| **Deemed Employment Engagement** | 1. an engagement to which Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 applies;
 |
| **Engagement** | 1. the engagement of the Consultant by the Company in accordance with the terms of this Agreement;
 |
| **Fee** | 1. the meaning given to it in Clause 6.1;
 |
| **FOIA** | 1. Freedom of Information Act 2000
 |
| **Insurance Policies** | 1. commercial general liability insurance cover, and employer’s liability insurance cover and public liability insurance cover;
 |
| **Intellectual Property Rights** | 1. 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, utility models, domain names and all similar rights and, in each case:
	1. whether registered or not,
	2. including any applications to protect or register such rights,
	3. including all renewals and extensions of such rights or applications,
	4. whether vested, contingent or future, and
	5. wherever existing;
 |
| **Personal Data** | 1. any information relating to a living individual who can be identified, directly or indirectly, in particular by reference to:
	1. an identifier such as a name, an identification number, location data or an online identifier, or
	2. one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual;
 |
| **Services** | 1. the services defined Schedule 1 to this Agreement and such other services as may be agreed from time to time between the Consultant and the Company;
 |
| **Substitute Individual** | 1. a person appointed under the terms in Clause 4;
 |
| **Termination Date** | 1. the date of termination of this Agreement for whatever reason;
 |
| **Work** | 1. 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 Consultant and/or the Substitute Consultant in providing the Services (either alone or jointly with others).
 |

## In this Agreement:

### Schedule 1 is incorporated into and forms part of this Agreement.

### 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;

### 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;

### 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 ease of reference only and will not affect the construction or interpretation of this Agreement;

### 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;

### 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;

### the use of the singular includes the plural and vice versa and a reference to one gender includes a reference to the other gender;

### a reference to ‘writing’ or ‘written’ includes any method of reproducing words in a legible and non-transitory form;

### a reference to a ‘party’ includes that party’s personal representatives, successors and permitted assigns;

### 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

### a reference to a ’company’ includes any company, corporation or other body corporate, wherever and however incorporated or established.

# Commencement and duration of engagement

Subject to the terms of this Agreement, the Consultant's engagement will commence on the Commencement Date and will continue until [insert termination date] **OR [**completion of the Services to the satisfaction of the Company], when it will automatically terminate. Either the Company or the Consultant may at any time give to the other not less than [insert number] weeks' notice in writing terminating this Agreement.

# Provision of services

## During the Engagement, the Consultant will:

### provide the Services to the Company with all due care, skill and diligence and their best endeavours to promote the interests of the Company;

### provide the Services to the Company for [specify requirements e.g for three days per week at such times and on such days as the Consultant shall determine, subject to meeting the Company’s business needs];

## The Consultant acknowledges that the Company will be relying upon their skill, expertise and experience in the [insert area of expertise] field and undertakes to the Company that:

### they will[, and will procure that the Substitute Consultant will,] provide the Services in the manner and to the standard reasonably specified by the Company;

### all advice and information given, all representations and statements made, and all documents provided by the Consultant [and the Substitute Consultant ]will be materially accurate and appropriate for their purpose; and

### all intellectual property and information provided by the Consultant [and the Substitute Consultant ]will be materially accurate and appropriate for its purpose.

## The Consultant will immediately notify the Company if, for any reason [they are] **OR** [, either they or the Substitute Consultant is ]unable to provide the Services as required by the Company in accordance with Clause 3.1.

## While the Consultant's method of work is their own, the Consultant 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.

## The Consultant will not:

### hold themselves out as having authority to bind the Company; nor

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

unless the Consultant has obtained the prior written consent of the Company.

## The Consultant 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.

## The Consultant will[, and will procure that the Substitute Consultant will]:

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

### at all times comply with the Company's health and safety policies and procedures as are notified to the Consultant from time to time.

# Right to provide a substitute

The Consultant 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 Consultant (the Substitute). The Consultant will provide an overlap period during which the Consultant will ensure that the Substitute fully understands the requirements of the Company and the work involved in the provision of the Services. The Consultant will not charge the Company any extra fee for this overlap period. The Consultant will continue to invoice the Company in accordance with Clause 6.2 and will be responsible for the remuneration of the Substitute. Any reference in this Agreement to the Consultant will include any Substitute appointed in accordance with this clause.

# Outside interests and protection of business interests

## The Consultant warrants that:

### the Consultant will not, 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 Consultant; and

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

## The Consultant will use all reasonable endeavours to avoid a conflict of interest arising between the Consultant and the Company and the Consultant undertakes to notify the Company as soon as reasonably practicable should any actual or potential conflict of interest arise.

## The Consultant will not use, or otherwise turn to their advantage, their knowledge of or any connection with any of the customers of or suppliers to the Company which they acquire 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.

## The Consultant 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 them and if they do receive any such discount, rebate, commission or other benefit they will account to the Company for it immediately.

# Fees

## The Company will pay to the Consultant, in consideration of the provision of the Services, a Consultant fee of £[insert] [per hour/day] exclusive of Value Added Tax (if applicable), payable by bank transfer monthly in arrears (the **Fee**), within 30 days of receipt of an invoice submitted in accordance with Clause 6.2.

## The Consultant will render monthly invoices to the Company in respect of the Fee, which gives details of the Services that have been provided, the amount of the Fee payable and, where the Consultant is registered for VAT, will show any VAT separately.

## Where the Company disputes in good faith on reasonable grounds any sum invoiced by the Consultant, the Company may withhold payment in respect of the amount under dispute, pending resolution of the dispute.

## The Company will be entitled to deduct from the Fee (and any other sums) due to the Consultant any sums that the Consultant may owe to the Company at any time, including any sum under dispute in accordance with Clause 6.4.

## For the avoidance of doubt, in the event that no Services are required, or if the Consultant fails to provide the Services (whether by reason of illness, accident or other incapacity, or for any other reason), no Fee will be payable.

# Expenses

The Consultant will be responsible for all out-of-pocket expenses incurred by it in the performance of its duties under this Agreement. For the avoidance of doubt the Consultant will not be reimbursed separately for these expenses.

# Tax and National Insurance contributions

## The Consultant acknowledges that the Company will not be operating PAYE or making or deducting any national insurance contributions in respect of the provision of the Services and the Fee payable under this Agreement.

## The Consultant will be responsible for, and will account to the appropriate authorities for, all income tax liabilities and national insurance or similar contributions payable in respect of the payments made to the Consultant under this Agreement.

## If any claim, assessment or demand is made against the Company for payment of income tax or national insurance contributions or other similar contributions due in respect of the payments made to the Consultant under this Agreement, the Consultant will indemnify the Company against any liability, assessment or claim together with all reasonable 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, where such recovery is not prohibited by law. The Company may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments to be made by the Company to the Consultant under this Agreement.

# No employment or benefits

## While acting as a consultant for the Company, the status of the Consultant and/or any Substitute will be that of an independent contractor and as such 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 Consultant or any Substitute an agent, officer, employee, worker or partner of the Company and will not hold themselves out as such.

## The Consultant will be fully responsible for, and will indemnify the Company for and in respect of any liability (including reasonable costs and expenses) for any employment-related claim or any claim based on worker status brought by the Consultant and/or any Substitute against the Company arising out of or in connection with the provision of the Services except where such claim is as a result of any act or omission of the Company.

# Liability, indemnity and insurance

## The Consultant will maintain in force during the Engagement full and comprehensive Insurance Policies in respect of the provision of the Services.

# Confidential Information

## Except in the proper performance of its obligations under this Agreement, the Consultant 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 their 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 reasonable endeavours to prevent publication or disclosure of) any Confidential Information which has come, or may come, to the Consultant's knowledge during or in connection with the Engagement.

## The Consultant 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.

## The restrictions contained in this Clause 11 will not apply to:

### any Confidential Information which is already in or (otherwise than through the Consultant's unauthorised disclosure) becomes available to, or within the knowledge of, the public generally; and

### any use or disclosure authorised by the Company or required by law.

# Intellectual property

## In consideration of the Company paying the Consultant the Fee, the Consultant hereby transfers to the Company by way of present and future assignment with full title guarantee all the Intellectual Property Rights in the Work:

### existing anywhere in the world;

### relating to their use in any sector and for any purpose;

### for the full term of such rights and any renewals;

### including (with effect from their creation) all Intellectual Property Rights in Work created or developed in future in respect of the Services.

## For Work in respect of which Intellectual Property Rights are assigned to the Company pursuant to Clause 12.1 the Consultant will waive, 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.

## The Consultant 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.

## The Consultant 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 their name and on your behalf, as may be necessary to secure that the full benefit and advantage of this Agreement are obtained by the Company 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.

## The Consultant warrants that it will not in the course of providing the Services infringe the Intellectual Property Rights of any other person.

## The Consultant 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.

# Data protection and monitoring

## The Consultant will comply with the Company’s data protection policies and other relevant policies.

## Without prejudice to the generality of Clause 13.1, the Consultant will, in relation to any Personal Data processed in connection with the Engagement:

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

### keep the Personal Data confidential;

### implement and maintain appropriate technical and organisational measures against unauthorised and unlawful processing of Personal Data and against accidental loss and destruction of, or damage to, Personal Data;

### process any Personal Data disclosed to the Consultant by or on behalf of the Company only:

#### on the written instructions of the Company;

#### for the purposes of providing the Services; and

#### for the purposes for which that Personal Data was obtained and is processed by the Company;

### maintain complete and accurate records and information to demonstrate compliance with applicable data protection legislation and immediately provide such evidence of compliance by the Consultant with the obligations under this Clause 13.2 as the Company may from time to time reasonably request;

### 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;

### immediately notify the Company of any data breach relating to Personal Data or any communication which relates to the Company’s or the Consultant’s compliance with applicable data protection legislation about which the Consultant becomes aware; and

### 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;

## The Company will process Personal Data and sensitive personal data (also known as ‘special categories of personal data’) relating to the Consultant in accordance with its data protection policy and the data protection privacy notice to be provided to the Consultant.

## The Company may monitor the activities of all staff (including consultants) in accordance with its policies relating to email, internet and communications systems and monitoring at work.

# Freedom of Information and Transparency

## The parties acknowledge their respective duties under the FOIA and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

## The Consultant acknowledges that the Company is subject to the requirements of the FOIA and will assist and co-operate with the Company to enable it to comply with its disclosure obligations under the FOIA. Accordingly the Consultant agrees:

### that this Agreement and any other recorded information held by the Consultant on the Company’s behalf for the purposes of this Agreement are subject to the obligations and commitments of the Company under the FOIA;

### that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA is a decision solely for the Company;

### that if the Consultant receives a request for information under the FOIA, it will not respond to such request (unless directed to do so by the Company) and will promptly (and in any event within 2 working days) transfer the request to the Company;

### that the Company, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of the FOIA, and regulation 16 of the Environmental Information Regulations 2004, may disclose information concerning the Consultant and this Agreement either without consulting with the Consultant, or following consultation with the Consultant and having taken its views into account; and

### to assist the Company in responding to a request for information, by processing information or environmental information (as the same are defined in the FOIA) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of the FOIA, and providing copies of all information requested by an authority within 5 working days of such request and without charge.

## Notwithstanding any other provision of this Agreement, the Consultant hereby consents to the publication of this Agreement in its entirety including from time to time agreed changes to this Agreement subject to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA.

## In preparing a copy of this Agreement for publication pursuant to clause 14, the Company may consult with the Consultant to inform its decision making regarding any redactions but the final decision in relation to the redaction of information shall be at the Company’s absolute discretion.

## The Consultant shall assist and co-operate with the Company to enable the Company to publish this Agreement.

## This clause 14 shall not limit the Public Interest Disclosure Act 1998 in any way whatsoever.

## The Consultant shall be responsible for any costs associated with compliance by the Consultant with the provisions of this clause 14.

## The Company reserves the right to monitor the Consultant’s compliance with this clause 14 and shall notify the Consultant of how it intends to do this where appropriate.

# Anti-bribery and corruption

## The Consultant will:

### comply with the Bribery Legislation;

### not engage in any activity, conduct or practice which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, conduct or practice had been carried out in the United Kingdom;

### comply with the Company's Anti-bribery and Corruption Policy;

### ensure that the Consultant has in place adequate procedures to ensure compliance with the Bribery Legislation and use all reasonable endeavours to ensure that they comply with any Company policies relating to prevention of bribery and corruption (as updated from time to time).

## Without limitation to the above sub-clause, neither party will make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such bribe or other improper payment to be made or received on its behalf, either in the United Kingdom or elsewhere, and each party will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

## Each party will use all reasonable endeavours to ensure that:

### all of that party’s personnel;

### all others associated with that party; and

### all of that party’s subcontractors

involved in performing the Services or with this Agreement comply with the obligations set out in Clauses 15.1 and 15.2.

## In this Clause 15, the expressions 'adequate procedures' and 'associated' will be construed in accordance with the Bribery Act 2010 and documents published under it.

# Statutory Obligations

## The Consultant shall at all times comply with the requirements of:

### the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 and all other statutory and regulatory requirements and the Company’s policies and procedures relating to health and safety copies of which are available on request.

### the Equality Act 2010 and all other relevant related statutory and regulatory requirements and the Company’s policies and procedures, copies of which are available on request, relating to equal opportunities and shall not treat any person or group of people less favourably than another on the grounds of race, colour, religion, belief, ethnicity, gender, gender reassignment, age, disability, nationality, marital status or sexual orientation; and

### all European and domestic statutory and regulatory requirements in particular procurement and publicity requirements where relevant to the provision by the Consultant of the Services and to be observed and performed in connection with this Agreement including any obligations binding upon the Company

## and shall indemnify the Company against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever and howsoever arising in respect of any breach by the Consultant of this clause 16.

## The Consultant shall take all reasonable steps to prevent fraud by the Consultant and its employees in connection with the receipt of monies from the Company. The Consultant shall notify the Company immediately if it has reason to suspect that any fraud has occurred or is likely to occur.

# Obligations of the Company

## During the Engagement the Company will afford the Consultant such access to the premises of the Company during its normal working hours only and to information, records and other materials of the Company as may be necessary to enable the Consultant to provide the Services.

## The Company will:

### advise the Consultant of the rules and regulations from time to time in force for the conduct of personnel at its premises and the Consultant will ensure that they comply with any such rules and regulations;

### make available such working space and facilities at its premises as the Consultant and the Company agree are necessary for the Consultant to provide the Services; and

### confer with the Consultant to schedule work to the best convenience of both parties, and the Company will give as much advance notice as possible of any specific project which it wishes the Consultant to undertake and of its likely duration.

# Termination

## Notwithstanding the provisions of Clause 2, the Company may terminate this Agreement with immediate effect with no further obligation to make any further payment to the Consultant (other than in respect of amounts accrued prior to the Termination Date) by written notice to the Consultant, if, at any time:

### the Consultant commits any serious or repeated breach or non-observance of any of the terms or conditions of this Agreement; or

### the Consultant is in the reasonable opinion of the grossly negligent or incompetent in the performance of the Services; or

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

### the Consultant 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 Consultant's ability to perform the Services; or

### any of the warranties set out in this Agreement being found to be materially and significantly inaccurate, misleading or untrue;

## 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 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 Consultant will be paid any of the Fee which is outstanding at the commencement of that suspension forthwith. Immediately upon the Force Majeure Event ceasing to exist the party relying upon it will give written notice to the other of this fact.

# Obligations on termination

## The Consultant 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 its business contacts that have been made or received by the Consultant during the course of providing the Services (whether under the terms of this Agreement or any other agreement or arrangement between the Company and the Consultant) and which are in the Consultant's possession or under the Consultant's control and which are the property of the Company.

## Immediately on the termination of this Agreement for any reason the Consultant will having first returned the information to the Company as required by Clause 19.1, 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 possession or under their control and is outside the premises of the Company.

## On the termination of this Agreement, the Consultant will provide a signed statement that they have has fully complied with this Clause 19.

# Notices

## Notices under this Agreement shall be in writing and sent to a party's address as set out on the first page of this Agreement (or to the email address set out below). Notices may be given, and shall be deemed received:

### by first-class post: [two] Business Days after posting;

### by hand: on delivery;

### by email to [address] in the case of the Company and [address] in the case of the Consultant: at the time of delivery of the email to the recipient’s computer.

## This clause does not apply to notices given in legal proceedings or arbitration.

# Entire agreement

This Agreement constitutes the entire and only legally binding agreement between the parties relating to the Engagement and supersedes any previous understandings, arrangements, representations, negotiations or agreements between the parties and neither party has made any statement, representation or warranty concerning the subject matter of this Agreement and neither party has any liability arising from reliance on any information supplied by one party to the other except where it is contained in this Agreement, provided that nothing in this Clause 21 will have effect to exclude the liability of either party for fraud or fraudulent misrepresentation.

# 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.

# 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.

# 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.

# 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.

# Remedies and waiver

Any remedy or right conferred upon the parties for breach of this Agreement will be in addition to and without prejudice to all other rights and remedies available to that party. No failure, delay or omission by the Company or the Consultant 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 or the Consultant, 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.

# 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.

# 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.

# 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.

# 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 Consultant will have any rights under it other than in respect of Clauses 3 (Provision of Services), 5 (Outside interests and protection of business interests), 10.5 (General indemnity), 11 (Confidential information), 19.1 (Return of property) and 19.2 (Deletion of information). 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 Consultant 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.

# 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.

# Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have 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).

**The parties hereby agree to the terms of the Agreement:**

**Authorised signatory for and on behalf of CELTIC SEA POWER ltd**

**signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Authorised signatory for and on behalf of [THE CONSULTANT]**

**signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1.

This Schedule describes the services to be performed by the Consultant on the terms and conditions of this Agreement (the Services). Defined terms used in this Schedule shall have the meanings set out in the Agreement unless the context requires otherwise.

[Insert details of services or advice to be provided by the Consultant to the Company including:

* services to be provided by the Consultant to the Company;
* Location(s) where the Services are to be performed and any travel required;
* Milestones for completion of particular Services/projects;
* Reporting procedure; and

Set out detail of instalments for payment of the Fee, if applicable – see Clause 6.2]