

THINK POSITIVE

ANTONIO MARSOCCHI

THIS AGREEMENT FOR CONSULTANCY SERVICES ("Agreement") is

made on

BETWEEN:

(1) (hereafter referred to as '**the Client**').

and

(2) Think Positive Antonio Marsocchi Ltd whose principle place of business is 114B Endymion Road SW2 2BP London (hereafter referred to as '**the Service provider**').

WHEREBY IT IS AGREED as follows:

1. ENGAGEMENT

1.1 The Service provider purports to have the know-how, qualifications and necessary ability to undertake the work required to be carried out in the assignment specified in **Schedule 1** below (the "**Assignment**").

1.2 The Service provider warrants that it is not disbarred in any way from working on the Assignment.

1.3 Subject to Clauses 1.1 and 1.2 above, the Client hereby engages the Service provider, and the Service provider hereby accepts such engagement, to carry out the Assignment and perform all services required in order to carry out the Assignment and produce the deliverables required from the Assignment.

1.4 This agreement is **ongoing** as for **..... with 3 months notice from either parties**

2. DUTIES OF THE SERVICE PROVIDER

2.1 The Service provider will provide the services listed in the **Schedule 1**, provided he will not be required to devote more time than what is reasonable expected to performing the Services during the period of the appointment, relevant to this contract.

2.2 The Service provider will put at the client disposal his knowledge and experience relating to those activities in the Field in which he is engaged in order to provide the Services.

3. FEES

3.1 In consideration of the services rendered by the Service provider hereunder, the Client shall pay to the Service provider fees as set out in Schedule 2

3.2 The Service provider is responsible for accounting to the Inland Revenue and all other Authorities for all taxes, National Insurance contributions, other insurance, and any other liabilities, charges and dues for which the Service provider is liable.

4. PAYMENT

Fees are payable in advance after issuing of invoices not later than the 05th of each month. Payment should be sent to:

Beneficiary: Think Positive Antonio Marsocci Ltd

Payee bank: Lloyds TSB

Iban No: GB12 LOYD 3084 4518 1046 60

Account No:18104660 Sort Code : 30 84 45

All amounts payable to you under this Agreement are exclusive of VAT (or any similar tax) which we will pay at the rate from time to time prescribed by law.

5. COPYRIGHT

The copyright in any report, documentation or information on whatever media, prepared by the Service provider pursuant to this Agreement shall be the property of the Client notwithstanding termination hereof unless otherwise expressly agreed in writing by the Client. Copyright for the Service provider's standard templates, formats and presentation styles remains with the Service provider.

6. WARRANTIES AND REPRESENTATIONS

6.1 The Service provider warrants and represents that:

6.1.1 The Service provider has full capacity and authority and all necessary licences, permits and consents to enter into and to perform this Agreement and to provide the Assignment;

6.1.2 This Agreement is executed by a duly authorised representative of the Service provider, in the name of **Dr Antonio Marsocci**;

6.1.3 The provision of the Assignment and the Client's use thereof shall not, to the best of the Service provider's knowledge and belief, infringe any Intellectual Property Rights of any third party;

6.1.4 The Assignment shall be supplied and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence and in a professional and workmanlike manner.

6.1.5 The Service provider shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to good industry practice and in accordance with its own established internal procedures;

6.1.6 The Service provider shall in the performance of the Assignment and in all matters arising in the performance of this Agreement conform with all Acts of Parliament and with all orders, regulations and bye-laws made with statutory authority by Government Departments or by local or other authorities that shall be applicable to this Agreement and shall comply with any Codes of Practice to which the Client complies and which relate to the provision of the Assignment;

7. LIMITATION OF LIABILITY AND INSURANCE

7.1 In no event shall either party be liable to the other for: Loss of profits, business, revenue, goodwill or anticipated savings; and/or Indirect or consequential loss or damage.

8 . CONFIDENTIALITY

The Service provider shall not, other than with the prior written consent of the Client, during or after the termination, determination or expiry of this Agreement disclose directly or indirectly to any person, firm, company or third party and shall only use for the purposes of this Agreement, any information relating to the Assignment, the Client, its business, trade secrets, customers, suppliers or any other information of whatever nature which the Client or its customer or nominee may deem to be confidential and which the Service provider has or shall hereafter become possessed of.

The foregoing provisions shall not prevent the disclosure or use by the Service provider of any information, which is or hereafter, through no fault of the Service provider, become public knowledge or to the extent permitted by law.

9. DEFAULT

If the Service provider shall be guilty of any serious misconduct or any serious breach or no observance of any of the conditions of this Agreement or shall neglect or fail or refuse to carry out the duties assigned to him hereunder, the Client shall be entitled to give notice to the Service provider to remedy the breach within seven days and if the Service provider fails to remedy then summarily to terminate his engagement hereunder without notice and without any payment in lieu of notice and without prejudice to any rights or claims the Client may have against the Service provider arising out of such default.

10. TERMINATION

10.1 The Client may terminate this Agreement immediately by notice in writing if the Service provider shall:

10.1.1 suffer or threaten any form of insolvency administration; or

10.1.2 cease or threaten to cease to carry on business; or

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10.1.3 be in breach of any of the terms of this Agreement which, in the case of a breach capable of remedy, is not remedied by the Service provider within seven days of receipt by the Service provider of notice from the Client specifying the breach and requiring its remedy; or

10.1.4 be guilty of any serious misconduct and/or any serious or persistent negligence in respect to its obligations under this Agreement.

10.2 Upon the termination of this Agreement or the Service provider's engagement whichever shall be the earlier, the Service provider or his personal representative as the case may be, shall immediately deliver up to the Client all correspondence, reports, documents, specifications, papers, information (on whatever media) and property belonging to the Client which may be in his possession or under his control.

11. DATA PROTECTION

The Service provider shall at all times comply with the provisions of the Data Protection Act 1998.

12. ASSIGNMENT

The Service provider shall not transfer or assign the whole or any part of this Agreement, with exclusion of its internal team, without the prior written consent of the Client.

13. LAW

The parties hereby agree that this Agreement and the provisions hereof shall be construed in accordance with the Laws of England and the parties hereby agree to submit to the exclusive jurisdiction of the High Court of England.

14. INDEPENDENT CONTRACTOR RELATIONSHIP

The Service provider agrees that will be working for the client as an independent contractor and that nothing in this Agreement creates, implies or evidences the relationship of employer and employee, or principal and agent.

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SCHEDULE 1

SCHEDULE 2

"The Fee"

The Fees of

In the fees are not included flights, accommodation, and general travel expenses. Expenses, where applicable, will be divided proportionally to the clients visited in that trip.

SIGNED for and on behalf of the CLIENT by
Director

SIGNED by the SERVICE PROVIDER
Director, Antonio Marsocci

.....

.....

On

On.....