



Consultancy Agreement for provision of services by Helpful
Technology

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Helpful Technology Ltd (7165965) and Social Simulator Ltd (8228029) trade as Helpful Digital Group (10487998)

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DATE

PARTIES

- (1) HELPFUL TECHNOLOGY LIMITED, a company incorporated and registered in England and Wales with company number 07165965, whose registered office is at 39 Durban Road, Beckenham, Kent, BR3 4EY, United Kingdom (**Helpful**); and
- (2) The Client as detailed in Schedule 1.

AGREED TERMS

1. INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Client Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of The Client or its or their customers and business contacts, and any equipment, keys, hardware or software provided for Helpful use by The Client during the Engagement, and any data or documents (including copies) produced, maintained or stored by Helpful on the computer systems or other electronic equipment of The Client or Helpful during the Engagement.

Commencement Date: as shown in Schedule 1.

Confidential Information: information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of The Client for the time being confidential to The Client and trade secrets including, without limitation, technical data and know-how relating to the Business of The Client,.

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the

General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

Deliverable: any outputs of the Services and any other documents or materials provided by Helpful to The Client as specified in Schedule 1 and any other documents and materials provided by Helpful to The Client in relation to the Services (excluding Helpful's equipment).

Engagement: the engagement of Helpful by The Client on the terms of this agreement.

Intellectual Property Rights: patents, utility models, rights to Inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Services: the services described in Schedule 1.

Termination Date: the date of termination of this agreement, howsoever arising.

UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.6 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.

2. TERM OF ENGAGEMENT

- 2.1 The Client shall engage Helpful and Helpful shall provide the Services on the terms of this agreement for the Term (if any) specified in the Schedule 1.
- 2.2 The Engagement shall commence on the Commencement Date and shall continue unless and until terminated:
- (a) as provided by the terms of this agreement; or
 - (b) by either party giving to the other not less than four weeks' prior written notice.
- 2.3 During the term of this agreement Helpful shall provide The Client with such access to its software platforms as are reasonably necessary for the provision of the Services.
- 2.4 Where Helpful provides the Services at the Client's or, where applicable, the Client's customer's location, the Client shall be responsible for all aspects of the health and safety of Helpful's employees and contractors and shall indemnify Helpful against any claims brought by any employee or contractor of Helpful arising from or relating to an act or omission of the Client working at that location.

3. DUTIES AND OBLIGATIONS

- 3.1 During the Engagement Helpful shall:
- (a) provide the Services ,including the Deliverables, with all due care, skill and ability;
 - (b) ensure that the Deliverables conform in all respects with, and shall use its reasonable endeavours to achieve their delivery or completion by any deadlines specified in, Schedule 1. Time however shall not be of the essence except where expressly stated to be.
 - (c) ensure that the Deliverables shall be fit for any purpose expressly made known to Helpful by The Client.
- 3.2 The Client shall promptly provide such assistance, material and information as reasonably required by Helpful for the fulfilment of the Engagement, and Helpful

shall not be responsible or liable for any delay in the provision of the Services by reason in whole or in part of delay by the Client.,

3.3 Helpful shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) promptly report to The Client any request or demand for any undue financial or other advantage of any kind received by Helpful in connection with the performance of this agreement;

4. **FEES**

- 4.1 The Client shall pay Helpful the fees set out in Schedule 1 on which VAT will be payable where applicable, following the receipt of appropriate invoices from Helpful, in each case giving details of the Services provided, time spent, and the Deliverable achieved in accordance with Schedule 1, the dates on the which the Services were provided and the amount of the fee payable (plus VAT, if applicable) for the achievement of the Deliverable:
- 4.2 The Client shall be entitled to raise any reasonable objection to any invoice. If no objection is raised within 14 days of submission of an invoice, the Client will be deemed to have accepted it.
- 4.3 Helpful shall not be liable nor penalised for any failure by The Client to meet its obligations in the delivery of materials or information as reasonably required by Helpful.
- 4.4 In consideration of the provision of the Services, and subject to clause 4.2 the Client shall pay each invoice submitted by Helpful in accordance with clause 4.1, within 4 weeks of the invoice date,.

5. CANCELLATION AND POSTPONEMENT

In the event that the Client decides it no longer needs the Services or proposes to delay the delivery of the services from that agreed as the Commencement Date, Helpful reserves the right to invoice according to the following principles:

- 5.1 Cancellation or postponement more than 2 weeks before agreed date of delivery: Helpful's non-refundable expenses and costs for preparation of the Services up to that point shall be payable
- 5.2 Cancellation or postponement less than 2 weeks but more than 1 week before agreed date of delivery: 50% of the fees shall be payable, or Helpful's non-refundable expenses and costs for preparation of the Services up to that point (whichever is the greater)
- 5.3 Cancellation or postponement less than 1 week before agreed date of delivery: 100% of the fees shall be payable, or Helpful's non-refundable expenses and costs for preparation of the Services up to that point (whichever is the greater).

6. EXPENSES

- 6.1 Helpful shall bear its own expenses incurred in the course of the Engagement unless otherwise agreed or as set out in Schedule 1.

7. OTHER ACTIVITIES

Nothing in this agreement shall prevent Helpful from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that such activity does not cause a breach of any of Helpful's obligations under this agreement ;

8. CONFIDENTIAL INFORMATION AND CLIENT PROPERTY

- 8.1 Helpful acknowledges that in the course of the Engagement it will have access to Confidential Information. Helpful has therefore agreed to accept the restrictions in this clause 8.
- 8.2 Helpful shall not (except in the proper course of its or their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by The Client or required by law; or
 - (b) any information which is already in, or comes into, the public domain otherwise than through Helpful's unauthorised disclosure.
- 8.3 At any stage during the Engagement, Helpful will promptly on request return to The Client all and any Client Property in its possession.

9. DATA PROTECTION

- 9.1 Helpful and The Client acknowledge that for the purposes of the Data Protection Legislation, The Client is the data controller and Helpful is the data processor.
- 9.2 Helpful and The Client will comply with the Data Protection Legislation.
- 9.3 Helpful shall, in relation to any Personal Data processed in connection with the Engagement:
- (a) Process that Personal Data only on written instructions of The Client.
 - (b) Keep the Personal Data confidential.
 - (c) Comply with The Client's reasonable instructions with respect to processing Personal Data.
 - (d) Not transfer any Personal Data outside of the European Economic Area without The Client's prior written consent.
 - (e) Assist The Client in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators.
 - (f) Notify The Client without undue delay on becoming aware of a Personal Data breach or communication which relates to The Client's or Helpful's compliance with the Data Protection Legislation.
 - (g) At the written request of The Client, delete or return Personal Data (and any copies of the same) to The Client on termination of the Engagement unless required by the Data Protection Legislation to store the Personal Data.
 - (h) Maintain complete and accurate records and information to demonstrate compliance with this clause 9.

- 9.4 Helpful shall ensure that it has in place appropriate technical or organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

10. INTELLECTUAL PROPERTY

- 10.1 Intellectual Property Rights in materials produced exclusively for The Client and are not nor capable of forming part of Helpful's own materials for re-use shall be deemed to be assigned to The Client on full payment being made.
- 10.2 For the avoidance of doubt, Helpful shall retain ownership of its own software platforms, products, templates, libraries, methodologies and other pre-existing Intellectual Property or having generic application to its business.

11. LIABILITY

- 11.1 Helpful shall have liability for any material loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by Helpful engaged by it of the terms of this agreement including any negligent act, omission or default in the provision of the Services except where such liability cannot be excluded by law, Helpful's total liability to The Client in respect of all breaches of duty or of its obligations under this agreement occurring within any twelve (12) month period commencing with the date of this agreement or any anniversary of it, shall not exceed the total sum of charges within that period

12. TERMINATION

- 12.1 Notwithstanding the provisions of clause 2.2, either party may terminate the Engagement with immediate effect without notice and without any liability to make any further payment (other than in respect of amounts accrued before the Termination Date) if at any time:
- (a) the other party commits any gross misconduct;

- (b) the other party commits any serious or repeated breach or non-observance of any of the provisions of this agreement;
- (c) the other party makes a resolution for its winding up, makes an 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;

13. OBLIGATIONS ON TERMINATION

13.1 On the Termination Date Helpful shall:

- (a) immediately deliver to The Client all Client Property and original Confidential Information which is in its or their possession or under its or their control;
- (b) subject to The Client's data retention guidelines, irretrievably delete any information relating to the business of The Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or their possession or under its or their control outside the premises of The Client.

14. STATUS

- 14.1 The relationship of Helpful to The Client will be that of independent contractor and nothing in this agreement shall render an employee, worker, agent or partner of The Client and Helpful shall not hold itself out as such.

15. NOTICES

- 15.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this agreement or as otherwise notified in writing to the other party, or by e-mail to an e-mail address provided for this purpose by the recipient, to which a non-automated response is received.

- 15.2 Unless proved otherwise, any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the address given in this agreement or given to the addressee; and
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service

15.3 If deemed receipt under clause 15.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 15.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

15.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

16. ENTIRE AGREEMENT

16.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

16.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16.4 Nothing in this clause shall limit or exclude any liability for fraud.

17. VARIATION

No variation of this agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

19. THIRD PARTY RIGHTS

19.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

19.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

20. ASSIGNMENT

20.1 Either party, after having given prior written notice to the other, assign its rights under this agreement to any person to which it transfers that part of its business to which this agreement relates.

21. FORCE MAJEURE

21.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for eight weeks, the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.

22. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

23. JURISDICTION

Each party irrevocably agrees 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 or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into as a deed on the date stated within it.

SCHEDULE 1 - Services

The Client	<p>..... . a company incorporated and registered in England or Wales with company number whose registered office is at</p>
Commencement Date	
Term (if appropriate):	n/a
An overview of the services to be provided:	Training and consultancy in relation to The Client's business
Agreed fees/basis on which fees chargeable:	
Expenses:	
Details of the specific deliverables to be achieved in the provision of the services:	
Client point of contact and any reports to be submitted:	
Timetable for provision of the services, including any milestones related to the achievement of specific deliverables; and if appropriate, fees attributable to milestones/Deliverables	

Signed on behalf of HELPFUL
TECHNOLOGY LIMITED by
.....,

Signed on behalf of
..... acting by
.....,