CONSULTING AGREEMENT v2.5

27.08.202

Genius Energy Lab Limited Company Number

9198410

Stables End Court, Main Street,
Market Bosworth, CV13 0JN

BACKGROUND

A. The Client is of the opinion that Genius Energy Lab limited has the necessary qualifications, experience and abilities to provide services to the Client.

B. Genius Energy Lab Limited is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and Genius Energy Lab Limited (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. The Client hereby agrees to engage Genius Energy Lab Limited to provide the Client with the following services (the "Services"):

Provide consulting services to the construction supply chain including:

Renewable energy system and strategy advice and feasibility studies.

Renewable energy system design services.

Renewable energy system review and recommendation services.

2. The Services will also include any other tasks which the Parties may agree on. Genius Energy Lab Limited hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 10 days' written notice to the other Party.
5. 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.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of Genius Energy Lab Limited will end upon the termination of this Agreement.

PERFORMANCE

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

FINANCE / CURRENCY

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.
10. Genius Energy Lab Limited may provide financial illustrations as part of their services to Clients. These in no way constitute any form of formal investment or financial advice and the Client should seek their own advice from professional and accredited sources. Genius Energy Lab do not provide any finance, credit or leasing advice or agreements.

PAYMENT

11. Genius Energy Lab Limited will charge the Client for the Services as follows (the "Payment"):

    Services provided as detailed in our quotation document.

12. Invoices submitted by Genius Energy Lab Limited to the Client are due upon receipt or as per terms on our invoice agreed in advance by Genius Energy Lab and the Client.
13. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, Genius Energy Lab Limited will be entitled to pro rata payment of the Payment to the date of termination provided that there has been no breach of contract on the part of Genius Energy Lab Limited.
14. Genius Energy Lab Limited will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and will indemnify the Client in respect of any such payments required to be made by the Client.
15. Genius Energy Lab Limited will be solely responsible for the payment of all remuneration and benefits due to the employees of Genius Energy Lab Limited, including any National Insurance, income tax and any other form of taxation or social security costs.

REIMBURSEMENT OF EXPENSES

16. Genius Energy Lab Limited will be reimbursed from time to time for reasonable and necessary expenses incurred by them in connection with providing the Services. Genius Energy Lab Limited will only be reimbursed for expenses submitted according to the following guidelines:

    Reasonable expenses (agreed in advance by Genius Energy Lab and the Client) such as travel and hotel accommodation will be reimbursed. Where possible these will be agreed with the Client in advance.

PENALTIES FOR LATE PAYMENT

17. Interest payable on any overdue amounts under this Agreement is at a rate of 8.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

CONFIDENTIALITY

18. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

19. Genius Energy Lab Limited agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which they obtain, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and survive the termination of this Agreement except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.

20. All written and oral information and material disclosed or provided by the Client to Genius Energy Lab Limited 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 Genius Energy Lab Limited.

OWNERSHIP OF INTELLECTUAL PROPERTY

21. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of Genius Energy Lab Limited. The Client is granted a non-exclusive limited-use licence of this Intellectual Property.

22. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with Genius Energy Lab Limited.

RETURN OF PROPERTY

23. Upon the expiry or termination of this Agreement, Genius Energy Lab Limited will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

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

RIGHT OF SUBSTITUTION

25. Except as otherwise provided in this Agreement, or agreed separately in writing with the Client, Genius Energy Lab Limited may, at their absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of their services under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

26. In the event that Genius Energy Lab Limited hires a sub-contractor:

- Genius Energy Lab Limited will pay the sub-contractor for its services and the compensation will remain payable by the Client to Genius Energy Lab Limited.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of Genius Energy Lab Limited.

AUTONOMY

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

EQUIPMENT

28. Except as otherwise provided in this Agreement, Genius Energy Lab Limited will provide at their own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

29. 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.

NOTICE

30. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. Customer Name
Customer Address

b. Genius Energy Lab Limited; Stables End Court, Main Street, Market Bosworth, CV13 0JN

or to such other address as either Party may from time to time notify the other.

INDEMNIFICATION

31. 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 directors, shareholders, 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 directors, shareholders, 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.

32. Genius Energy Lab Limited also make clear that designs are provided based upon data requested and received from the Client. Genius Energy Lab Limited base their designs and advice on this data and are not responsible for any errors in designs or advice resulting from poor or inaccurate data provision by the Client or their agents. This indemnification will survive the termination of this Agreement.

33. Genius Energy Lab hold professional indemnity insurance, full details available on request. Should the Client, or their agents, make any changes to Genius Energy Lab designs without getting agreement from Genius Energy Lab in writing, then any cover or warranty will be void and responsibility for that design will be transferred to the party who made the changes. In this instance that party should ensure that they hold the required professional indemnity insurance policy to cover this responsibility.

MODIFICATION OF AGREEMENT

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

TIME OF THE ESSENCE

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

ASSIGNMENT

36. Genius Energy Lab Limited 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.

ENTIRE AGREEMENT

37. Unless otherwise agreed in writing, it is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

38. 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.

TITLES/HEADINGS

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

GENDER

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

GOVERNING LAW

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

SEVERABILITY

42. 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.

WAIVER

43. 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 provision.