*Your company name
Your company addr1
Your company addr2
Your company addr3
Your company addr4*

*Current Date*

**Dear advisor name,**

I am writing to confirm the terms of our agreement concerning the provision of your advisory services to Client Name, a company registered at Companies House under number xxxxxxxx (**Client**). In this agreement, I refer to the Client as **'us'**, **'our'** and **'we'**.

1. **Term**
	1. You shall provide your services to us from start date [until this agreement is terminated automatically on [end date]] or [and will continue in perpetuity until terminated as provided in this agreement].
	2. Either party can prematurely terminate the agreement by giving to the other not less than 1 months prior written notice, or as otherwise provided in this agreement.
2. **Services**
	1. You shall use your best endeavours to promote our interests and, unless prevented by ill health or accident, devote at least 7.5 hours in each calendar week to carrying out the following services for us:
		1. [Insert list of services to be provided by the advisor]

together, the **Services**. If you are unable to provide the Services due to illness or injury, you shall notify the Client in writing as soon as reasonably practicable.

* 1. You must comply with our policies on anti-harassment and bullying, information and communication systems, no smoking, substance misuse and equal opportunities and any other policies identified to you from time to time. The policies are available on request.
	2. You shall ensure that you are available at all times on reasonable notice to provide such assistance or information as we may require.
	3. You have no authority (and shall not hold yourself out as having authority) to bind us, unless we have specifically permitted this in writing in advance.
	4. You must comply with the Bribery Act 2010. Failure to do so may result in the immediate termination of this agreement.
	5. You must not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence under the Criminal Finances Act 2017. You must comply with our anti-corruption and bribery policy. Failure to do so may result in the immediate termination of this agreement.
1. **Payment and expenses**
	1. You will not be entitled to receive any cash payment for providing the Services.
	2. In consideration for you providing the Services, you will be issued and allotted with a maximum of 120 ordinary shares of £1.00 each in the capital of the Client (**Shares**), as set out in Schedule 1 to this agreement.
	3. In the event that your engagement is terminated for any reason, your entitlement to any Shares that have not been issued and allotted to you (as at the date of giving of notice by either party in accordance with this agreement, at the expiry of which your engagement shall terminate) shall immediately cease.
	4. We are entitled to deduct from any monies payable to you any sums that you may owe us at any time.
	5. Your right to receive any Shares on the terms of this agreement, and the Shares themselves, may not be transferred or assigned by you, or have any charge or other security interest created over it by you.
	6. No Shares shall be issued and allotted to you unless you have, if required by the Client, prior to such issue and allotment, executed and delivered to the Client a deed of adherence, in a form prepared by the Client, to any shareholders' agreement (or similar) in place in respect of the Client. In any event, the Shares will be subject to the Client’s articles of association from time to time.
	7. [We will provide access to a company expense card that can be used with prior written consent for such activities as travel and entertainment.] or [Subject to compliance with our expense policy, a copy of which is available upon request, we will reimburse any reasonable expense claim within 2 weeks of submission in accordance with the policy.] or [You will not be eligible to claim any expenses relating to this engagement.]
2. **Other activities**

You may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place you in a conflict of interest with us. All conflicts that arise after the date of this agreement must be cleared in writing by the Client beforehand.

1. **Confidential information and Client property**
	1. You shall not use or disclose to any person, either during or at any time after your engagement by us, any confidential information about our business or affairs or any of our business contacts, or about any other confidential matters which may come to your knowledge in the course of providing the Services. For the purposes of this clause 5, confidential information means any information or matter which is not in the public domain and which relates to our affairs or any of our business contacts.
	2. The restriction in clause 5.1 does not apply to:
		1. any use or disclosure authorised by us in writing, or as required by law; or
		2. any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.
	3. All documents, manuals, hardware and software provided for your use by us, and any data or documents (including copies) produced, maintained or stored on our computer systems or other electronic equipment (including mobile phones if provided by us), remain our property.
	4. Nothing in this clause 5 shall prevent you or us (or any of our officers, employees, workers or agents) from:
		1. reporting a suspected criminal offence to the police or any law enforcement agency, or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution; or
		2. doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority; or
		3. whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing); or
		4. complying with an order from a court or tribunal to disclose or give evidence; or
		5. making any other disclosure as required by law.
2. **Data protection**
	1. We will collect and process information relating to you in accordance with the privacy notice provided by the Client.
	2. For the purposes of this clause 6, **Data Protection Legislation** includes the General Data Protection Regulation (EU) 2016/679) (**GDPR**) and any national implementing laws, regulations and secondary legislation, including the Data Protection Act 2018 (**DPA 2018**), relating to data protection and privacy, as amended or updated from time to time, in the UK, as well as any successor legislation to the GDPR and Data Protection Act 1998.
	3. You and we acknowledge that, for the purposes of the Data Protection Legislation, we are the data controller and you are the data processor.
	4. Schedule 2 to this agreement sets out the scope, nature and purpose of the processing by you, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation (**Personal Data**)) and categories of data subject.
	5. You shall, in relation to any Personal Data processed:
		1. Process that Personal Data only on our written instructions.
		2. Keep the Personal Data confidential.
		3. Comply with our reasonable instructions with respect to processing Personal Data and with our privacy standards.
		4. Not transfer any Personal Data outside of the European Economic Area without our prior written consent.
		5. Assist us, at our cost, in responding to any data subject access request and to ensure compliance with our obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators.
		6. Notify us without undue delay on becoming aware of a Personal Data breach or communication which relates to your or our compliance with the Data Protection Legislation.
		7. At our written request, delete or return Personal Data (and any copies of the same) to us on termination of this agreement, unless you are required by the Data Protection Legislation to store the Personal Data.
		8. Maintain complete and accurate records and information to demonstrate compliance with this clause 6 and allow for audits by us or our designated auditor.
	6. You shall ensure that you have in place appropriate technical or organisational measures, reviewed and approved by us, 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. Such measures may include, where appropriate:
		1. pseudonymising and encrypting Personal Data;
		2. ensuring confidentiality, integrity, availability and resilience of its systems and services;
		3. ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
		4. regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
	7. You shall have personal liability for and shall indemnify us for any loss, liability, reasonable and properly incurred costs (including legal costs), damages, or reasonable and properly incurred expenses resulting from any breach by you of the Data Protection Legislation, and shall maintain in force full and comprehensive insurance policies to cover such liability on terms acceptable to us.
3. **Intellectual property**
	1. You hereby assign to us all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services provided to us. You agree promptly to execute all documents and do all acts as may, in our opinion, be necessary to give effect to this clause 7.
	2. You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works arising from the Services provided to us.
	3. You irrevocably appoint us to be your attorney in your name and on your behalf to execute documents, use your name and do all things which are necessary or desirable for us to obtain for ourselves or our nominee the full benefit of this clause 7.
4. **Insurance and liability**

You shall have personal liability for and shall indemnify us for any loss, liability, acceptable to us costs (including reasonable legal costs), damages or acceptable to us expenses arising from any breach by you, or any substitute engaged under this agreement, of the terms of this agreement, including any negligent or reckless act, omission or default in the provision of the Services and shall maintain in force during the period of this agreement adequate insurance cover with reputable insurers acceptable to us.

1. **Termination**
	1. We may at any time terminate your engagement with immediate effect with no liability to make any further payment to you (other than expenses accrued at the date of termination) if:
		1. you are in material breach of any of your obligations under this agreement; or
		2. you are declared bankrupt or make any arrangement with or for the benefit of your creditors or have a county court administration order made against you under the County Court Act 1984; or
		3. other than as a result of illness or accident, after notice in writing, you wilfully neglect to provide, or fail to remedy any default in providing, the Services.
	2. Any delay by us in exercising our rights to terminate shall not constitute a waiver of those rights.
2. **Obligations on termination**

Any property belonging to us in your possession or under your control, and any original or copy documents obtained by you in the course of providing the Services, shall be returned to the Client at any time on request and in any event on or before the termination of this agreement. Subject to our data retention guidelines, you also undertake to irretrievably delete any information relating to our business stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside our premises.

1. **Status**
	1. You will be an independent contractor and nothing in this agreement shall render you our employee, worker, agent or partner and you shall not hold yourself out as such.
	2. You shall be fully responsible for, and indemnify us against, any liability, assessment or claim for:
		1. taxation howsoever arising from or made in connection with the performance of the Services and/or the issue of any Shares to you, where such recovery is not prohibited by law; and
		2. any employment-related claim or any claim based on worker status (including reasonable and properly incurred costs and expenses) brought by you against us arising out of or in connection with the provision of the Services, except to the extent such claim is as a result of any act or omission by us.

We may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

1. **Variation**

This agreement may only be varied by a document signed by both you and us.

1. **Third party rights**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than you and us shall have any rights under it. The terms of this agreement or any of them may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case), without the consent of any third party.

1. **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.

1. **Jurisdiction**

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).

Please acknowledge receipt of this agreement and acceptance of its terms by signing, dating and returning the enclosed copy.

Yours sincerely

**Insert name
For and on behalf of company name**

**Acknowledgment**

I hereby acknowledge receipt and accept the contents of this agreement.

**Print Name**.................................................................

**Signed**.......................................................................

**Date**..........................................................................

**Schedule 1**

1. **ISSUE OF SHARES**
	1. Subject to the terms of this agreement, a number of Shares (set out in column 1 of the following table) shall be allotted and issued to you on achieving the milestone set out in column 2 of the following table (each being a **Milestone**):

|  |  |
| --- | --- |
| (1)Number of Shares | (2)Milestone |
| 40 | Delivery of ??? |
| 40 | Achieving ??? |
| 40 | Finalising ??? |

* 1. For the avoidance of doubt, the total number of Shares that are allotted and issued to you on the terms of this agreement shall not in any circumstances exceed 120.
	2. In the event of sub-division, the total number of shares that are allotted and issue to you shall not exceed 120 multiplied by the sub-division ratio.
1. **PROCESS**
	1. Subject to the terms of this agreement, on each Milestone the Client shall take such steps as shall be legally required to issue and allot the relevant number of Shares (shown in column 1 of the table in paragraph 1 above) to you, and shall instruct an officer or agent of the Client to file all appropriate resolutions and forms with the Registrar of Companies within the time limits prescribed for filing each of them in respect of such allotment and issue.
	2. If any Shares have been issued ahead of the relevant Milestone and this agreement terminates, all such Shares will automatically convert to worthless deferred shares (on the basis of one deferred share for each Share held) on such date (being not earlier than the termination date of this agreement) as the Client determines.

**Schedule 2**

1. **DATA PROCESSING**
	1. This Schedule 2 sets out the specifics of Personal Data to be processed by you:

|  |  |
| --- | --- |
| **Scope of processing:** | TBC |
| **Nature of processing:** | TBC |
| **Purpose of processing:** | TBC |
| **Duration of processing:** | TBC |
| **Types of personal data being processed:** | TBC |
| **Categories of data subject:** | TBC |