Consultancy Services Agreement for Renewable Energy Strategies

GreenTech Solutions Ltd.

and

BrightFuture Consulting LLC

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1. PARTIES
   1. This Consultancy Services Agreement ("Agreement") is made between:
      1. GreenTech Solutions Ltd., a company registered in England and Wales with company number 4455555, whose registered office is at 123 Innovation Way, London EC1A 1AA, United Kingdom ("GreenTech"); and
      2. BrightFuture Consulting LLC, a limited liability company incorporated in Delaware, USA, with its principal place of business at 456 Renewable Drive, Wilmington, Delaware 19801, United States ("BrightFuture").
   2. GreenTech and BrightFuture are each referred to herein as a "Party" and collectively as the "Parties".
2. DEFINITIONS
   1. **"Agreement"** means this Consultancy Services Agreement, including all schedules, annexures, and any amendments or addenda made in accordance with clause 15.
   2. **"Business Day"** means any day other than a Saturday, Sunday, or public holiday in England and Wales.
   3. **"Confidential Information"** means all information (whether in written, oral, electronic, or other form) disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with this Agreement that is marked as confidential or that the Receiving Party knows or ought reasonably to know is confidential, including but not limited to:
      1. GreenTech's business plans, financial information, customer lists, project details (including site assessment data and project specifications), proprietary technologies and internal processes;
      2. BrightFuture's methodologies and proprietary tools used in providing the Services, provided such information is not generally known to the public;
      3. all reports, analyses, recommendations and other Deliverables produced under this Agreement;
      4. the terms and existence of this Agreement.
      5. Confidential Information does not include information that:
         1. is or becomes publicly available other than through breach of this Agreement;
         2. was in the Receiving Party's lawful possession before disclosure;
         3. is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure;
         4. is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.
   4. **"Consultancy Services"** means the services to be provided by BrightFuture under this Agreement, as described in clause 6, including but not limited to site assessments, feasibility reports, and ongoing strategic advice related to solar panel installation projects.
   5. **"Data Protection Legislation"** means the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and all other applicable laws and regulations relating to the processing of personal data and privacy in the UK.
   6. **"Deliverables"** means all reports, analyses, recommendations, and other materials to be provided by BrightFuture under this Agreement, including the feasibility reports specified in clause 7.
   7. **"Effective Date"** means 1 March 2024, being the date on which this Agreement commences.
   8. **"Fees"** means the amounts payable by GreenTech to BrightFuture for the Consultancy Services, as specified in clause 8.
   9. **"Force Majeure Event"** means any event beyond the reasonable control of a party, including but not limited to acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemic, epidemic, or default of suppliers or subcontractors.
   10. **"GreenTech"** means GreenTech Solutions Ltd., a company registered in England and Wales with company number [insert], whose registered office is at 123 Innovation Way, London EC1A 1AA, United Kingdom.
   11. **"Initial Term"** means the period of 12 months commencing on the Effective Date.
   12. **"Intellectual Property Rights"** means all present and future rights conferred by statute, common law, or equity in or in relation to any:
       1. copyright, rights related to copyright, database rights and design rights (whether registered or unregistered);
       2. trade marks, service marks, trade names, business names, domain names, rights in get-up and trade dress (whether registered or unregistered);
       3. patents, inventions, discoveries, utility models, improvements and rights in inventions;
       4. trade secrets, know-how and confidential information;
       5. all other intellectual property rights and forms of protection of a similar nature or having equivalent or similar effect to any of the above which may subsist anywhere in the world;
       6. applications for registration, and the right to apply for registration, for any of the foregoing rights.
   13. **"Parties"** means GreenTech and BrightFuture collectively, and "Party" means either one of them.
   14. **"Personal Data"** has the meaning given to it in the Data Protection Legislation.
   15. **"Project Sites"** means the three locations in Manchester, Birmingham and Edinburgh where site assessments will be conducted as part of the Consultancy Services.
   16. **"Renewal Term"** means any extension of this Agreement beyond the Initial Term, as agreed in accordance with clause 5.
   17. **"Services"** has the same meaning as Consultancy Services.
   18. **"Term"** means the Initial Term together with any Renewal Term.
   19. **"UK"** means the United Kingdom of Great Britain and Northern Ireland.
   20. **"VAT"** means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.
   21. **"Working Hours"** means 9:00 am to 5:00 pm on a Business Day.
3. INTERPRETATION
   1. In this Agreement, unless the context otherwise requires:
      1. words in the singular include the plural and vice versa;
      2. references to clauses are to the clauses of this Agreement;
      3. headings are for convenience only and do not affect interpretation;
      4. references to "this Agreement" include any amendments or addenda made in accordance with clause 15;
      5. references to "writing" or "written" include email;
      6. references to any statute or statutory provision include any subordinate legislation made under it and any amendment, extension, consolidation or re-enactment of it;
      7. any obligation not to do something includes an obligation not to allow that thing to be done;
      8. references to persons include natural persons, corporate or unincorporated bodies (whether or not having separate legal personality);
      9. any words following the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
   2. If there is any inconsistency between the main body of this Agreement and any schedule or annexure, the main body shall prevail.
4. PREAMBLE
   1. This Agreement sets out the terms under which BrightFuture shall provide Consultancy Services to GreenTech relating to renewable energy strategies, specifically focusing on solar panel installation projects at the Project Sites in the UK.
   2. The Consultancy Services shall include conducting site assessments, preparing detailed feasibility reports, and providing ongoing strategic advice to optimise efficiency and ensure regulatory compliance for GreenTech's solar panel installation projects, in accordance with clause 6.
   3. The Parties intend that all Intellectual Property Rights in the Deliverables shall vest in GreenTech, as further detailed in clause 9, and that BrightFuture shall maintain the confidentiality of all Confidential Information exchanged under this Agreement, pursuant to clause 10.
   4. This Agreement shall commence on the Effective Date and continue for the Initial Term, subject to renewal as set out in clause 5.
5. COMMENCEMENT, TERM AND RENEWAL
   1. This Agreement shall commence on the Effective Date and shall continue for the Initial Term, unless terminated earlier in accordance with clause 16.
   2. Either Party may initiate good faith discussions regarding renewal by providing written notice to the other Party no later than 60 days prior to the expiry of the Initial Term.
   3. The Agreement may be renewed for a Renewal Term only by mutual written agreement of the Parties, evidenced by a signed addendum or new agreement incorporating the renewal terms.
   4. In the absence of such written agreement executed prior to the expiry of the Initial Term or any Renewal Term, this Agreement shall automatically terminate at the end of the then-current Term without further obligation by either Party, save for any accrued rights or liabilities.
   5. No conduct or course of dealing between the Parties shall constitute a renewal or extension of this Agreement unless expressly agreed in writing in accordance with this clause 5.
6. SCOPE OF SERVICES
   1. BrightFuture shall provide the following Consultancy Services to GreenTech during the Term:
      1. conduct comprehensive site assessments at each of the Project Sites (Manchester, Birmingham and Edinburgh) to evaluate technical feasibility, regulatory compliance requirements and economic viability for solar panel installations;
      2. prepare and deliver detailed feasibility reports for each Project Site by 15 April 2024, containing:
         1. technical assessments of site suitability including roof structure analysis, shading analysis and energy yield projections;
         2. regulatory compliance reviews addressing UK planning permissions, building regulations and grid connection requirements;
         3. preliminary economic analyses including installation cost estimates, projected energy savings and return on investment calculations;
      3. provide ongoing strategic advice through:
         1. regular virtual meetings (typically weekly or bi-weekly during Working Hours);
         2. ad-hoc consultations via email or telephone as reasonably requested by GreenTech;
         3. written summaries of key discussion points and action items following meetings;
   2. The strategic advice under clause 6.1.3 shall include, but not be limited to:
      1. project scheduling optimisation;
      2. procurement strategy refinement;
      3. risk management for installation projects;
      4. updates on relevant UK regulatory changes affecting solar installations.
   3. All Consultancy Services shall be performed with reasonable skill and care, in accordance with professional standards expected of a specialist renewable energy consultancy.
   4. BrightFuture shall allocate sufficient resources and appropriately qualified personnel to ensure timely delivery of the Services and Deliverables.
   5. Any material changes to the scope, frequency or format of the Consultancy Services shall require prior written agreement between the Parties in accordance with clause 15.
7. DELIVERABLES AND SERVICE LEVELS
   1. BrightFuture shall deliver the following Deliverables to GreenTech:
      1. three comprehensive feasibility reports (one for each Project Site) in PDF format, to be delivered by 15 April 2024, containing the elements specified in clause 6.1.2;
      2. written summaries of all strategic advice provided during virtual meetings, to be delivered within two Business Days following each meeting;
      3. any additional materials expressly requested by GreenTech and agreed in writing by BrightFuture as forming part of the Deliverables.
   2. The feasibility reports shall:
      1. be structured in a professional format suitable for decision-making purposes;
      2. contain sufficient detail to enable GreenTech to assess project viability;
      3. include all supporting data, diagrams and calculations as appendices;
      4. provide clear, actionable recommendations for each Project Site.
   3. The ongoing strategic advice services shall be provided with the following service levels:
      1. virtual meetings shall be scheduled during Working Hours at mutually agreed times, with at least 48 hours' notice for cancellations or rescheduling (except in cases of Force Majeure);
      2. email responses to ad-hoc queries shall be provided within two Business Days of receipt for non-urgent matters and same-day for urgent matters;
      3. urgent telephone consultations shall be made available within one Business Day of request, subject to BrightFuture's reasonable availability.
   4. All Deliverables shall:
      1. be prepared in English;
      2. be of professional quality appropriate for their intended purpose;
      3. comply with all applicable UK laws and regulations relevant to the subject matter;
      4. be prepared with reasonable skill and care, consistent with professional standards expected of a specialist renewable energy consultancy.
   5. Any material delays in delivering the Deliverables or providing the Services shall be promptly notified to GreenTech in writing, together with reasons for the delay and proposed mitigation measures.
   6. The Parties may mutually agree in writing to adjust the frequency, format or content of the Deliverables and Consultancy Services, subject to the variation procedure in clause 15.
8. FEES, PAYMENT TERMS AND TIME TRACKING
   1. In consideration for the provision of the Consultancy Services, GreenTech shall pay BrightFuture Fees at the rate of £150 (one hundred and fifty pounds sterling) per hour, subject to the maximum total fee of £30,000 (thirty thousand pounds sterling) unless otherwise agreed in writing in accordance with clause 15.
   2. BrightFuture shall submit detailed timesheets to GreenTech on a weekly basis, specifying:
      1. the date and duration of work performed;
      2. a description of the Consultancy Services provided;
      3. the Deliverable or project phase to which the work relates.
   3. GreenTech shall review and approve or dispute timesheets within five Business Days of receipt. Any disputed hours shall be resolved through good faith discussions between the Parties.
   4. BrightFuture shall invoice GreenTech quarterly in arrears, based on approved timesheets. Each invoice shall:
      1. reference this Agreement;
      2. specify the period covered;
      3. detail the hours worked and corresponding Fees;
      4. provide payment instructions in GBP.
   5. GreenTech shall pay undisputed invoices within 30 days of receipt into the bank account specified by BrightFuture in writing. Any currency conversion costs or bank charges shall be borne by the Party incurring them.
   6. All amounts stated are exclusive of VAT, which shall be added at the applicable rate and paid by GreenTech where legally required.
   7. If GreenTech disputes any portion of an invoice, it shall pay the undisputed amount by the due date and notify BrightFuture in writing of the nature and basis of the dispute within five Business Days of receipt.
   8. The Fees constitute full compensation for all Consultancy Services and include all costs, expenses and disbursements incurred by BrightFuture in performing its obligations under this Agreement, unless otherwise agreed in writing.
   9. BrightFuture shall maintain accurate records of time spent providing the Consultancy Services for a period of two years following termination of this Agreement, and shall make such records available for inspection by GreenTech upon reasonable notice.
9. INTELLECTUAL PROPERTY RIGHTS
   1. All Intellectual Property Rights in the Deliverables and any other materials created, developed or produced by BrightFuture in the course of providing the Consultancy Services (collectively, the "Work Product") shall vest in and be the exclusive property of GreenTech upon creation.
   2. BrightFuture hereby assigns to GreenTech, with full title guarantee, all present and future Intellectual Property Rights in the Work Product, including the right to sue for and recover damages for past infringements.
   3. BrightFuture shall execute all documents and do all acts necessary to perfect GreenTech's ownership of the Intellectual Property Rights in the Work Product, including assisting with registration procedures where applicable, at GreenTech's reasonable request and expense.
   4. BrightFuture irrevocably waives all moral rights in the Work Product to which it may now or in the future be entitled under the Copyright, Designs and Patents Act 1988 or similar legislation worldwide.
   5. Nothing in this Agreement shall transfer ownership of BrightFuture's pre-existing Intellectual Property Rights, provided such rights are not incorporated into or necessary for the use of the Work Product.
   6. BrightFuture grants GreenTech a perpetual, royalty-free, worldwide licence to use any of BrightFuture's pre-existing Intellectual Property Rights incorporated into the Work Product, solely for GreenTech's business purposes relating to the Project Sites.
   7. GreenTech grants BrightFuture a limited, non-exclusive, royalty-free licence to use the Work Product solely for the purpose of performing its ongoing obligations under this Agreement during the Term.
   8. BrightFuture warrants that the Work Product will not infringe any third party's Intellectual Property Rights and shall indemnify GreenTech against any claims arising from breach of this warranty, subject to clause 17.
10. CONFIDENTIALITY
    1. Each Party (the "Receiving Party") shall:
       1. maintain all Confidential Information of the other Party (the "Disclosing Party") in strict confidence;
       2. not disclose such Confidential Information to any third party without the Disclosing Party's prior written consent, except to its employees, agents or professional advisers who need to know it for the purposes of this Agreement and who are bound by equivalent confidentiality obligations;
       3. use the Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Agreement;
       4. implement and maintain appropriate security measures to protect the Confidential Information from unauthorised access, use or disclosure.
    2. The obligations in clause 10.1 shall not apply to information that:
       1. is or becomes publicly available other than through breach of this Agreement;
       2. was lawfully in the Receiving Party's possession before disclosure by the Disclosing Party;
       3. is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure;
       4. is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.
    3. If required by law, regulation or court order to disclose Confidential Information, the Receiving Party shall (to the extent legally permitted):
       1. promptly notify the Disclosing Party of such requirement;
       2. cooperate with the Disclosing Party's reasonable requests to resist or limit such disclosure;
       3. disclose only that portion of the Confidential Information legally required.
    4. Upon termination of this Agreement, or at the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all tangible materials containing Confidential Information and certify in writing their destruction, except for one copy which may be retained for archival purposes subject to ongoing confidentiality obligations.
    5. The confidentiality obligations under this clause 10 shall survive termination of this Agreement for a period of five years, except for trade secrets which shall remain protected for as long as they retain their trade secret status under applicable law.
    6. Each Party acknowledges that breach of this clause may cause irreparable harm for which damages would be an inadequate remedy, and the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available at law.
11. DATA PROTECTION
    1. Both Parties shall comply with all applicable requirements of the Data Protection Legislation in relation to the processing of Personal Data under this Agreement.
    2. Where BrightFuture processes Personal Data on behalf of GreenTech, BrightFuture shall:
       1. process the Personal Data only in accordance with GreenTech's documented instructions, unless required by law to act without such instructions;
       2. implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage;
       3. ensure that personnel authorised to process the Personal Data are subject to confidentiality obligations;
       4. assist GreenTech in responding to data subject rights requests under the Data Protection Legislation;
       5. notify GreenTech without undue delay of any Personal Data breach;
       6. provide reasonable assistance to GreenTech in conducting data protection impact assessments;
       7. at GreenTech's option, delete or return all Personal Data upon termination of this Agreement, unless required by law to retain it;
       8. maintain records of its processing activities as required by the Data Protection Legislation.
    3. BrightFuture shall not transfer Personal Data outside the UK without:
       1. GreenTech's prior written consent; and
       2. implementing appropriate safeguards as required by the Data Protection Legislation.
    4. Where BrightFuture engages a sub-processor for processing Personal Data, it shall:
       1. obtain GreenTech's prior written consent;
       2. impose data protection obligations on the sub-processor that are equivalent to those in this clause 11;
       3. remain fully liable for the sub-processor's compliance with such obligations.
    5. GreenTech warrants that it has all necessary lawful bases and consents to enable the lawful transfer of Personal Data to BrightFuture for the purposes of this Agreement.
    6. The Parties acknowledge that GreenTech is the controller and BrightFuture is the processor of any Personal Data processed under this Agreement, as those terms are defined in the Data Protection Legislation.
12. INSURANCE
    1. Throughout the Term, BrightFuture shall maintain in force at its own expense the following insurance policies with reputable insurers:
       1. Professional Indemnity Insurance with a minimum coverage of £1,000,000 (one million pounds sterling) per claim and in the aggregate, covering liabilities arising from errors, omissions or negligence in the provision of the Consultancy Services;
       2. Public Liability Insurance with a minimum coverage of £2,000,000 (two million pounds sterling) per claim and in the aggregate, covering third-party injury or property damage occurring in connection with the performance of this Agreement.
    2. BrightFuture shall provide GreenTech with certificates of insurance evidencing the required coverage:
       1. upon execution of this Agreement;
       2. annually upon renewal of each policy; and
       3. within five Business Days of GreenTech's written request.
    3. BrightFuture shall notify GreenTech in writing immediately upon becoming aware of any material change to or cancellation of the required insurance policies.
    4. The insurance policies required under this clause 12 shall:
       1. be primary and non-contributory to any other insurance maintained by GreenTech;
       2. include a waiver of subrogation in favour of GreenTech where permitted by law;
       3. include GreenTech as an additional insured with respect to the Public Liability Insurance; and
       4. provide that the insurer shall give GreenTech at least 30 days' prior written notice of cancellation or material adverse change.
    5. The maintenance of insurance under this clause 12 shall not limit BrightFuture's liability under this Agreement.
13. SUBCONTRACTING AND ASSIGNMENT
    1. BrightFuture shall not subcontract, delegate, assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of GreenTech, such consent not to be unreasonably withheld or delayed.
    2. Any permitted subcontracting shall:
       1. not relieve BrightFuture of its primary obligations under this Agreement;
       2. be subject to the subcontractor entering into written confidentiality agreements with terms no less stringent than those in clause 10;
       3. ensure all Work Product created by the subcontractor vests in GreenTech in accordance with clause 9;
       4. not involve any transfer of Personal Data processing unless expressly authorised by GreenTech in accordance with clause 11.
    3. BrightFuture shall remain fully liable for all acts and omissions of its subcontractors as if they were its own.
    4. GreenTech may assign or transfer its rights and obligations under this Agreement to any affiliate or successor in title to its business, including in connection with a merger, acquisition or corporate reorganization, provided such entity assumes all obligations hereunder.
    5. Any purported assignment or transfer in violation of this clause 13 shall be void and constitute a material breach of this Agreement.
14. REGULATORY COMPLIANCE
    1. BrightFuture shall ensure that all Consultancy Services and Deliverables comply with all applicable UK laws, regulations, standards and industry codes relevant to solar panel installations, including but not limited to:
       1. Building Regulations (including Part L - Conservation of Fuel and Power and Part P - Electrical Safety);
       2. planning permission requirements under the Town and Country Planning Act 1990;
       3. grid connection requirements under the Electricity Act 1989 and energy network operator standards;
       4. the Construction (Design and Management) Regulations 2015;
       5. relevant environmental regulations and sustainability standards;
       6. applicable British Standards and International Electrotechnical Commission standards for solar photovoltaic systems.
    2. BrightFuture shall advise GreenTech on compliance with any UK renewable energy incentive schemes that may be relevant to the Project Sites, including any successor schemes to the Feed-in Tariff (FiT) or Renewable Heat Incentive (RHI).
    3. BrightFuture shall promptly notify GreenTech in writing of any material changes to regulatory requirements that may affect the Consultancy Services or the solar panel installation projects, and shall provide recommendations for achieving compliance.
    4. All site assessments and feasibility reports shall include a dedicated regulatory compliance section identifying all applicable legal requirements and assessing the Project Sites' compliance status.
    5. BrightFuture shall cooperate fully with GreenTech in responding to any regulatory inquiries or audits relating to the Consultancy Services, at GreenTech's reasonable request and expense.
    6. BrightFuture warrants that its personnel performing services at the Project Sites will hold all necessary qualifications and certifications required by applicable law.
    7. BrightFuture shall not be responsible for obtaining any permits, approvals or consents required for the Project Sites, but shall provide reasonable assistance to GreenTech in preparing and submitting such applications.
15. VARIATIONS AND SCOPE CHANGES
    1. Any variation to the scope of the Consultancy Services, Deliverables, Fees or other material terms of this Agreement shall only be valid if agreed in writing and signed by authorised representatives of both Parties.
    2. If BrightFuture anticipates that the Consultancy Services will exceed the maximum Fees specified in clause 8.1 or require material changes to the Scope of Services, it shall promptly notify GreenTech in writing, providing:
       1. details of the additional work required;
       2. an estimate of the additional time and Fees needed;
       3. the impact on any delivery timelines;
       4. any other material consequences of the proposed change.
    3. GreenTech shall, within five Business Days of receiving such notice, either:
       1. approve the variation in writing, specifying any adjustments to the Scope of Services, Deliverables or Fees; or
       2. instruct BrightFuture to limit the Services to remain within the original scope and budget.
    4. No additional work shall be commenced until GreenTech has provided written approval of the variation, and no Fees in excess of the maximum amount specified in clause 8 shall be payable without such approval.
    5. Any agreed variations shall be documented in a written addendum to this Agreement, specifying:
       1. the nature of the variation;
       2. any adjustments to the Consultancy Services, Deliverables or timelines;
       3. any changes to the Fees or payment terms;
       4. the effective date of the variation.
    6. For minor adjustments to the timing or format of Deliverables that do not materially affect the scope, quality or cost of the Consultancy Services, the Parties may agree such changes via email correspondence between their designated representatives.
    7. Unless otherwise agreed in writing, all other terms of this Agreement shall remain in full force and effect following any variation.
16. INDEMNITY AND LIMITATION OF LIABILITY
    1. BrightFuture shall indemnify, defend and hold harmless GreenTech from and against all claims, liabilities, losses, damages, costs and expenses (including reasonable legal fees) arising from:
       1. any breach of this Agreement by BrightFuture, its employees or subcontractors, including but not limited to breaches of confidentiality under clause 10 or intellectual property warranties under clause 9;
       2. any negligent acts or omissions or wilful misconduct by BrightFuture in the performance of the Consultancy Services;
       3. any third party claims alleging that the Deliverables or Consultancy Services infringe any Intellectual Property Rights or other proprietary rights;
       4. any unauthorised disclosure of Confidential Information by BrightFuture.
    2. Subject to clauses 16.4 and 16.5, the total aggregate liability of either Party under or in connection with this Agreement shall not exceed the total Fees paid or payable by GreenTech under this Agreement in the 12 months preceding the event giving rise to the claim.
    3. Neither Party shall be liable to the other for any indirect, consequential, special or punitive damages, including but not limited to:
       1. loss of profits, revenue or business opportunity;
       2. loss of or damage to goodwill;
       3. loss of data or business interruption.
    4. Nothing in this Agreement shall limit or exclude either Party's liability for:
       1. death or personal injury caused by negligence;
       2. fraud or fraudulent misrepresentation;
       3. any other liability which cannot be limited or excluded under applicable law.
    5. BrightFuture's liability under the indemnity in clause 16.1 shall not be subject to the cap in clause 16.2.
    6. GreenTech shall notify BrightFuture in writing of any claim for which indemnification is sought promptly upon becoming aware of it, and shall provide reasonable cooperation in the defence of such claim at BrightFuture's expense.
    7. BrightFuture shall have sole control over the defence and settlement of any claim for which indemnification is provided, provided that:
       1. GreenTech may participate in the defence at its own expense;
       2. BrightFuture shall not settle any claim that imposes liability or obligations on GreenTech without GreenTech's prior written consent.
    8. Each Party shall take reasonable steps to mitigate any loss or damage for which the other Party may become liable under this Agreement.
17. DISPUTE RESOLUTION AND ARBITRATION
    1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall first be referred to the respective CEOs of GreenTech and BrightFuture, who shall attempt in good faith to resolve the dispute through negotiation within 14 Business Days of being notified in writing.
    2. If the dispute is not resolved under clause 17.1, either Party may refer the dispute to mediation administered by the London Court of International Arbitration (LCIA) in accordance with its mediation procedures. The mediation shall be conducted in London, England, in the English language, and the costs shall be shared equally by the Parties unless otherwise agreed.
    3. If the dispute is not resolved within 30 days of the commencement of mediation (or such longer period as the Parties may agree in writing), either Party may refer the dispute to arbitration under the LCIA Rules, which rules are deemed to be incorporated by reference into this clause.
    4. The arbitration shall be conducted:
       1. by a sole arbitrator appointed in accordance with the LCIA Rules;
       2. with the seat of arbitration in London, England;
       3. in the English language; and
       4. on a confidential basis.
    5. The arbitrator's award shall be final and binding on the Parties, and judgment upon the award may be entered in any court having jurisdiction. The Parties waive any right to appeal or challenge such award, to the fullest extent permitted by law.
    6. Nothing in this clause shall prevent either Party from seeking injunctive or other interim relief from any court of competent jurisdiction to protect its Confidential Information or Intellectual Property Rights.
    7. The Parties agree that all negotiations, mediation and arbitration proceedings conducted pursuant to this clause shall be treated as Confidential Information under clause 10.
    8. Each Party shall bear its own costs of the arbitration, unless the arbitrator determines that the circumstances justify a different allocation of costs.
    9. Notwithstanding any dispute, the Parties shall continue to perform their respective obligations under this Agreement to the extent practicable.
    10. This clause shall survive termination or expiry of this Agreement.
18. NOTICES
    1. Any notice or other communication required to be given under this Agreement shall be in writing and shall be delivered:
       1. by hand or by pre-paid first-class post or other next Business Day delivery service to the registered office or principal place of business of the other Party as specified in clause 1; or
       2. by email to the email addresses specified in clause 18.4, provided that a read receipt is obtained and no delivery failure notification is received.
    2. Notices shall be deemed to have been received:
       1. if delivered by hand, at the time of delivery;
       2. if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting;
       3. if sent by email, at the time of transmission, provided the conditions in clause 18.1.2 are satisfied.
    3. Either Party may change its notice details by giving five Business Days' prior written notice to the other Party in accordance with this clause.
    4. The initial email addresses for notices are:
       1. For GreenTech: legal@greentechsolutions.co.uk;
       2. For BrightFuture: notices@brightfutureconsulting.com.
    5. This clause does not apply to:
       1. the service of any proceedings or other documents in any legal action or arbitration; or
       2. routine operational communications between the Parties in the ordinary course of performing the Consultancy Services.
19. ELECTRONIC EXECUTION
    1. This Agreement may be executed and delivered electronically in accordance with the Electronic Communications Act 2000 and the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016, and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
    2. A signature transmitted by electronic means (including but not limited to scanned image, digital signature or electronic signature platform) shall be deemed an original signature for all purposes and shall have the same legal effect as a handwritten signature.
    3. The Parties agree that:
       1. any electronic copy of this Agreement containing electronic signatures shall constitute an original document;
       2. such electronically signed documents shall be admissible in any judicial or administrative proceeding as if the documents and signatures were originals;
       3. no additional certification or verification of electronic signatures shall be required unless specifically requested by a Party prior to execution.
    4. Each Party warrants that:
       1. its electronic signature represents its intent to be bound by this Agreement;
       2. the individual executing has full authority to bind the respective Party;
       3. its electronic signature constitutes an authentic act of execution that will not be repudiated.
    5. The Parties shall retain electronically signed copies of this Agreement and shall provide original signed copies to each other upon request.
    6. Each Party shall bear its own costs associated with electronic execution of this Agreement.

GreenTech Solutions Ltd.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Signatory: Johnathan Smith

Title: CEO

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BrightFuture Consulting LLC

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Authorised Representative

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_