**AgrEement: RAN Ltd & PETTMAN**

This Agreement is made on the date of last signature set out below between:

1. Realtime Analysis and News Limited, a company incorporated in England and Wales with registered number 05633036 whose registered address is Moor Place, Fore Street, London, EC2Y 5EJ (the **Client, “RAN”**); and
2. Stuart Pettman of 50 Knoll Road, Bexley, Kent, DA5 1BB (the **Consultant**), a vastly experienced professional with circa 30 years’ of specific relevant industry and product experience, and a direct or indirect shareholder in numerous companies in the same niche industry sector as the Client (where together all such relevant companies are herein defined as the **“LSGROUP”** within this agreement, and are as further detailed and specified under the ‘Meanings and Definitions’ sub-heading below); and
3. Heather Pettman of 50 Knoll Road, Bexley, Kent, DA5 1BB (**“HP”**), the wife of Mr Pettman, a skilled administrator and book keeper, and Director of one or more of the companies in the “**LS GROUP”**.

## Agreement

## IT IS AGREED AS FOLLOWS:

## Meanings and Definitions

1. In this Agreement, the following words are defined:

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| Agreement | this consultancy and services agreement and any changes the parties agree in writing; the schedules are an integral part of this agreement.  |
| Client Personal Data | any Personal Data that is processed by the Consultant on behalf of the Client in relation to this Agreement, but excluding data with respect to which the Consultant is a Controller; |
| Commencement Date | 11 June 2018; |
| Controller | has meaning given in applicable Data Protection Laws from time to time; |
| Consultant Work | any Work developed, created, written, prepared, devised or discovered by the Consultant (or by any substitute permitted under this Agreement) in the course of providing the Services; |
| Data Protection Laws | all applicable laws relating to the processing of Personal Data, including, for the period during which it is in force, the General Data Protection Regulation (Regulation (EU) 2016/679) **(GDPR)**; |
| Data Subjects | has meaning given in applicable Data Protection Laws from time to time; |
| Intellectual Property | all existing or future intellectual and industrial property rights, anywhere in the world, in the Consultant Work, or any associate or colleague of the Consultant’s Work, including any invention, patent, utility model right, copyright and related right, trade mark, trade name, internet domain name, design right, design, service marks, database right, typography right, right in get-up, right in goodwill or to sue for passing off and any other right of a similar nature whether registered (or capable of registration) and the right to apply for any of these whether related , associated, developed, or associated to any specific company described, referred to, or stated in this agreement or not; |
| Personal Data | has meaning given in applicable Data Protection Laws from time to time; |
| Services | (a) the services, obligations, commitments and warranties which are set out and described in the schedule to this Agreement and (b) any other services agreed by the parties. The Consultant will carry out the Services at a specific location if requested by the Client's Adam Voce and the Consultant will report to Adam Voce unless otherwise directed by him (e.g. it may be more practical he reports to the Client’s Aubrey Hayward). |
| Supervisory Authority | has meaning given in applicable Data Protection Laws from time to time; |
| Term | the term of this Agreement; |
| Work | all forms of work, including works of authorship, products, documents, materials, discoveries, inventions, programs (including software and source code), databases, know-how, methodologies, ideas and designs; |
| RAN | the Client, Realtime Analysis and News Limited; |
| RANGROUP | the Client, and all connected individuals and entities to the Client who are deemed and evident to be material allies and / or advocates to the Client in 12 months prior to the Commencement Date of this agreement, whether such be current or past officers of RAN; save only where there is any dispute as to whether any individual or entity is to be included in “RANGROUP”, when in all instances a final and binding decision is to be made by the majority shareholder of RAN at 1st of January 2018, whether such shareholding is held directly, indirectly or via a trust. In the unlikely event such a person or entity is unable to make the decision then it shall be made by Mr Aubrey Hayward, and in all circumstances the decision made is hereby agreed to be final and legally binding. |
| LSGROUP | all companies relevant to this agreement, or the Client, Consultant, or niche industry in which either operated for upto 10 years preceding the Commencement Date, AND in which the Consultant has a direct or indirect shareholding at the Commencement Date. Notwithstanding this aforesaid definition, in the event of any dispute as to which companies comprise of, or are deemed to be included in, “LSGROUP”, then the following entities, as detailed immediately below, are herein unanimously agreed (by all parties to this agreement) to irrevocably and absolutely define the “LSGROUP” and for this definition to be legally binding. |
| * [**LIVE SQUAWK HOLDINGS INTERNATIONAL LTD**](https://beta.companieshouse.gov.uk/company/07616178) = 07616178 - Incorporated 27 April 2011, Clemence Hoar Cummings LLP Riverside House, 1-5 Como Street, Romford, RM7 7DN
* [**LIVE SQUAWK LTD**](https://beta.companieshouse.gov.uk/company/07535482) = 07535482 - Incorporated on 18 February 2011 - In Administration High Holborn House, 52-54 High Holborn, London, WC1V 6RL
* [**LIVE SQUAWK FIXED INCOME LTD**](https://beta.companieshouse.gov.uk/company/10309768) = 10309768 - Incorporated on 3 August 2016 15 Commercial Road, Paddock Wood, Tonbridge, Kent, United Kingdom, TN12 6EN
* **LIVESQUAWK INFO SOLUTIONS PRIVATE LIMITED (INDIA)** = CIN = U72200KA2016PTC085312) – Incorporated 18 January 2016 with Registrar of Companies, Bangalore. Registered office No 501 Prestige Meridian 2 30 M G Road Bangalore Ka 560029 In. 4 directors/key management. Total paid-up capital is INR 1.0 LAC. No reported secured loans.
* [**MICROLATENCY LIMITED**](https://beta.companieshouse.gov.uk/company/09445207) **=** 09445207 - Incorporated on 18 February 2015, Coopers House, 65a Wingletye Lane, Hornchurch, Essex, RM11 3AT
* [**MARKET TUTORS LIMITED**](https://beta.companieshouse.gov.uk/company/08747336) **=** 08747336 - Incorporated on 24 October 2013
* 15 Commercial Road, Paddock Wood, Tonbridge, Kent, TN12 6EN
* [**SPAP CONSULTANTS LTD**](https://beta.companieshouse.gov.uk/company/11315876) **= 11315876** Incorporated on 18 April 2018 15 Commercial Road, Paddock Wood, Kent, United Kingdom, TN12 6EN
* [**S&A REGTECH CONSULTANTS LTD =**](https://beta.companieshouse.gov.uk/company/11311768) 11311768 - Incorporated on 16 April 2018 71-75 Shelton Street, London, Greater London, United Kingdom, WC2H 9JQ
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| RAN INTRODUCER AGREEMENT | a mutually exclusive agreement and contract between the client and the Consultant that is intended to remunerate the Consultant for any new and / or additional revenues that the Consultant introduces of refers to the Client (or any company within the Client’s group of companies). This remuneration is commission based and is a percentage of the revenue the Consultant (referred to as the “introducer” in the Introducer Agreement) refers directly or indirectly to the Client. All parties to this agreement agree without exception, that in the event of any conflict between the RAN Introducer Agreement and this agreement that this agreement is to take precedent and supersede any and all relevant terms of the RAN introducer Agreement, or any other contract between the Client and the Consultant as exists 365 days prior, or 365 days subsequent, to the Commencement date of this agreement. |

1. In this Agreement, unless the context requires a different interpretation:
	1. the masculine shall include the feminine;
	2. the singular includes the plural and vice versa;
	3. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
	4. a reference to a person includes firms, companies, government entities, trusts and partnerships;
	5. "including" is understood to mean "including without limitation";
	6. reference to any statutory provision includes any modification or amendment of it; and
	7. the headings and sub-headings do not form part of this Agreement.

## Services, Obligations & Commitments

1. From the Commencement Date, the Consultant will satisfactorily and promptly perform and deliver the Services, obligations, commitments and warranties as requested by the Client, whether specified in the schedule to this agreement or not. The Client is not obliged to provide work for the Consultant but intends in good faith and so far as is reasonable to do so, and as is specified in the said schedule(s) to this agreement, or otherwise, but regardless the Consultant is obliged to complete all the services, obligations, commitments and warranties detailed in the schedule(s) to this agreement, or as otherwise requested, at any time by the Client in the period of up to 365 days subsequent to the Commencement Date of this agreement.
2. The Consultant must:
	1. spend as much time as necessary and not less than the equivalent of 3 months full time work (where full time work is considered to be at least 40 hours per week), immediately following the Commencement Date of this agreement, to perform the Client’s requested Services, obligations, commitments and warranties properly, satisfactorily and promptly unless prevented by illness (which he must notify to the Client as soon as practicable) and no fee shall be payable during any time period when the Services are not provided to the Client; and in all instances the Consultant must attend any specified location in the United Kingdom or Europe, whenever so requested by the client, and for a minimum of 32 hours per week upon such request unless otherwise agreed by the Client, and in all instances so far as is reasonable.
	2. perform all the Services, commitments, obligations and warranties using reasonable care and skill and to the best of his abilities and to a satisfactory performance level;
	3. co-operate with the Client and attend meetings and discussions when the Client requests;
	4. keep the Client, and specifically the Consultant’s designated manager, extensively and substantially informed of all progress, risks and events on all relevant projects, legal activities, sales plans. and any product and business developments; and to do so, as a minimum, via a weekly written update each Monday, and a comparative verbal update once a week, when so requested by the Client
	5. comply with the policies, procedures and rules that the Client reasonably requests. This always includes the Client's health and safety, and ethical and confidentiality policies and procedures, and thus if they become aware of any breach of any such policies, whilst providing the Services for the Client or otherwise, then the Consultant and / or any Representative of the Consultant must always report any such unsafe working conditions, or breaches of such ethical values or confidentiality principles, to the Client immediately and do so in the event of any uncertainty.
	6. comply with all applicable laws, regulations, codes and sanctions, including those relating to anti-bribery and anti-corruption, including the Bribery Act 2010. They must have systems in place to ensure compliance and if requested by the Client certify they comply. Any Representative of the Consultant, and the Consultant himself must ensure they report any matter relating to bribery or corruption to the Client immediately, if they become aware of, or suspect any such activity, whilst either providing the Services for the Client, or in any period up to 365 days preceding or subsequent to the provision of the services to the Client, and this same obligation remains upon the Consultant and his representative such that such immoral and unethical behaviours can be addressed as soon as possible via a co-ordinated approach by the client and ideally the Consultant (in the event the Consultant is willing to support the Client) in the pursuit for justice and their efforts to hold those responsible to account for the harm they cause; Failure to comply with this paragraph entitles the Client to terminate this agreement immediately;
3. During the Term, the Consultant may work for or be involved in other business or undertaking as long as this does not restrict the Consultants ability to attend 32 hours at a requested location by the Client in any week, or create a conflict of interest or interfere with the Services, Obligations, Commitments and Warranties made by the Consultant in this agreement, and that the other business or undertaking does not directly compete with the Client save as to where the other business is either ‘Livesquawk Limited’ or ‘In Touch Capital Markets’ or ‘Sigma Squawk’ which the Client excludes from the terms of this paragraph in order that the Consultant can act independently in the “Realtime Analysis and News” and “Financial Squawk” marketplace(s). Nothing in this clause prevents the Consultant from holding up to 5% of the total issued share capital of any company listed on a recognised stock exchange.
4. The Consultant shall take all reasonable steps to offer (or cause to be offered) to the Client any potential new business relevant to the goods or services provided by the Client, as soon as practicable after it has come to his knowledge and before being offered by the Consultant (or caused by the Consultant to be offered) to another party save as to where the Consultant chooses to offer such opportunities to companies specified in the preceding clause, i.e. either ‘Livesquawk Limited’ or ‘In Touch Capital Markets’ or ‘Sigma Squawk’.

## Status, equipment and resources

1. The Consultant is an independent contractor, in business on his own account. The parties agree that this Agreement and the providing of the Services do not make the Consultant an employee, worker, partner, member or agent of the Client and the Consultant cannot hold himself out as being any of these. The Consultant does not have (and must not hold himself out as having) any authority to incur any expense to the Client or to bind the Client in any other way.
2. The Client does not directly control the Consultant's actions and he can provide the Services in the way he chooses, except when this Agreement states differently.
3. The Consultant is responsible for maintaining and ensuring the safety of the equipment and resources necessary to perform the Services.
4. The Consultant may use third parties to provide administrative functions relating to the Services, obligations, commitments or warranties, but must bear the costs and associated liability of this in full, and any such third party must, if requested by the Client, enter into direct promises with the Client, and an associated legal contract and such promises are to be inclusive of those relating to confidentiality. This applies to any administrative or executive resources the Consultant has chosen, or chooses to utilise, in any period subsequent or preceding the Commencement date of this agreement by a period of 365 days or less.

## Fees, Expenses and Loans

1. The Client must pay the Consultant the following fees:
	1. £12,000 (inclusive of VAT) per month, for the first 3 months following the Commencement date.
	2. A one-time fee of £60,000 (incl of VAT) at any time in the 3 months post the Commencement Date, and as split into any instalments as the Client chooses; but noting the Client has stated it anticipates to settle this amount in full soon after or on the Commencement Date, but is not to be bound by this statement.
	3. A monthly fee as is to be reviewed and agreed between the Consultant and the Client, in the event this agreement is extended or another agreement made between the Consultant and the Client, pursuant to this agreement, or 3 months post the Commencement Date regardless.

The fees defined above are only due subject to the Consultant providing all necessary VAT invoices for the entire term of this agreement, whether requested or not, on or prior to the Commencement Date. The Client will not pay the Consultant for any period the Services or invoices are not provided, or the services are not performed satisfactorily. The Consultant must be registered for VAT as an individual.

1. The Client must pay the Consultant within 90 days of receiving an invoice from the Consultant but the Client has stated that it will aim to pay the consultant within 30 days whenever reasonably able.
2. The Consultant reserves the right to claim interest, compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 and it is agreed that the term implied by that Act shall apply after a judgment is made. Any reference to Late Payment of Commercial Debt (Interest) Act 1998 is also a reference to any amendment, modification or re-enactment of it. If for any reason the Late Payment of Commercial Debts (Interest) Act 1998 does not apply, interest shall be payable on overdue amounts at the Bank of England Base Rate from time to time.
3. The Consultant is responsible for all expenses incurred by him while performing the Services except if the parties agree differently in writing in advance of specific expenses being incurred.
4. If either party ends this Agreement early, or has just cause to do so, the Consultant will only be paid pro rata for the Services satisfactorily provided by the last day of the Term or the date upon which the agreement is terminated, whichever may occur first. In such circumstances, the Client shall be entitled to deduct from the fees, (and any other sums) due to the Consultant, and any sums the Consultant may owe to the Client, and notwithstanding any other terms of this agreement, or any other terms of this clause or paragraph, or any other fees or debts as may be due between the Consultant and the Client, the Client is in all circumstances entitled to immediately request a full refund of the total value of the one-time fee specified in clause 11 of this agreement, and no deductions or ‘netting-off’ is to applied to this refund, which is to be made in full at the full amount specified in clause 11(b). The Consultant hereby irrevocably and further agrees that such a full refund is to be immediately due for repayment by the Consultant, to the Client, but in any instance within 7 days of the last day of the Term, or the date upon which the agreement is terminated, or the date upon which the Client has requested such repayment, whichever may occur first.
5. The Client may, at its discretion, provide the Consultant with a zero or low interest rate loan, in addition to any fees due under this agreement, such that the Consultant may acquire any necessary technological equipment or services (such as a laptop or phone or access to relevant professional services), and / or cover any incidental expenses, and / or ensure he is not in a negative cashflow, and so in order to try and facilitate and enhance the Consultant’s ability to focus and effectively perform delivery of the services, obligations, commitments and warranties as set out in this agreement and / or included as in the incorporated schedules.

## Termination

1. This Agreement begins on the Commencement Date and ends when either the Consultant gives at least 3 months advance written notice, or the Client gives at least 1 month advance written notice, that they wish to terminate this agreement, or when one of the grounds for immediate termination set out in this agreement applies. The Consultant agrees not to serve any notice within the first 3 months of this agreement.
2. The Client can terminate the Agreement immediately without notice or payment of any compensation (without prejudice to other rights in law to terminate) if the Consultant:
	1. is guilty of any misconduct or fails to deliver the services, obligations, commitments or warranties defined in this agreement and / or any accompanying schedule(s);
	2. commits any fundamental or repeated breach of this Agreement or fails to comply with Client's policies or any reasonable and lawful Client directions or is negligent or incompetent in performing the Services;
	3. commits a criminal offence or acts in any way dishonestly, whether or not while providing the Services, which damages or is likely to damage his or the Client's reputation;
	4. is unable to provide the Services for ten days in the Term by reason of incapacity; or
	5. becomes bankrupt, applies for or is the subject of a receiving order or makes any composition or enters any deed of arrangement with his creditors or has a county court administration order made against him.
3. The Consultant can only terminate this Agreement immediately without notice or payment of any compensation if the Client fails to complete the payment of the consultants fees.

## Confidential information

1. Prior, during or subsequent to the term of this agreement, it is acknowledged by the parties hereto that the Consultant will have access to substantial confidential information about the Client and its business(es) which includes documents and information whether written, electronic or otherwise, which is any non-public information concerning the Client's:
	1. finances, operational model, business plans and sales and marketing information, plans and strategies, business transactions, research activities and dealings and affairs, trade secrets including technical data and know-how;
	2. customers, suppliers, licensors, licensees, agents, distributors, shareholders, management, contractors or other business contacts including, without limitation, lists of, identities of, contact details of and requirements of such persons, pricing or price structures, discounts, special prices or special contract terms offered to or by or agreed with such persons;
	3. Intellectual Property, existing and planned goods, product lines or services and their components and any underlying technology or proprietary materials;
	4. computer and communications systems, source codes and software;

in each case whether past, current, future or prospective, whether the Consultant creates, develops, receives or obtains the information, whether it is marked confidential or not. Confidential information includes that made available to the public via the Consultant's breach of this Agreement.

1. Prior, during and after the Term, the Consultant must not use or disclose or allow the use or disclosure of any confidential information of the Client’s or otherwise, except with the Client's prior written consent or as required by law or ordered by a court of competent jurisdiction.
2. As soon as either this Agreement ends, however that happens or the Client requests it, the Consultant must:
	1. return to the Client all materials, equipment, property and documents that he has or controls that either belong to or relate to the Client or its business or clients;
	2. delete any such property and information from any electronic device which belongs to the Consultant, including contact details of business contacts made during the course of this agreement, however stored and from personal, social or professional networking accounts.
3. The Consultant must not disclose the existence, or any content, of this agreement to any party whatsoever, save as to the parties who are signatories to this agreement; and in the event the Consultant breaches this clause then the Consultant will be liable to any direct or indirect costs or liabilities incurred by the Client, and the Client shall have the right to immediately terminate this agreement and any other agreements between the Client and the Consultant that exist at such time.

## Insurances

1. The Consultant shall have personal liability for and shall indemnify the Client for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant (or a substitute or colleague engaged by the Consultant) of either the terms of this agreement or any other action taken by the Consultant, including any negligent or reckless act, omission or default in providing the Services or otherwise, whether the Consultant’s acts occurred prior, during or subsequent to the term of this agreement. The Consultant must provide the Client with reasonable information concerning the business insurance policies that he has in place and must maintain insurance policies with reputable insurers providing for a level of cover and other terms of insurance which are acceptable to and agreed by the Client. The Client is willing to provide a low or interest free loan, subject to their accountants advice, to enable the Consultant to acquire such insurances immediately, but in all circumstances The Consultant must supply the Client with copies of the insurance policies, and ensure that the Client's interest is noted on the policies and evidences that premiums have been paid. The Consultant shall comply with all terms and conditions of their insurance policies at all times. The Consultant must notify the Client as soon as reasonably practicable if any cover shall be changed, lapse or not be renewed or if the Consultant is aware of any reason why the cover may be changed, lapse or not be renewed.

## Data Protection

1. The Client shall only supply to the Consultant, and the Consultant shall only process, in each case under or in relation to this Agreement, the Personal Data of Data Subjects falling within the categories specified in Part A of Schedule 1 (Data processing information).
2. The Client shall only supply to the Consultant, and the Consultant shall only process Personal Data of the types specified in Part A of Schedule 1 (Data processing information).
3. The Consultant shall only process the Client Personal Data for the purposes specified in Part A of Schedule 1 (Data processing information).
4. The Consultant shall only process the Client Personal Data during the Term and for not more than 7 days following the end of the Term.
5. The Consultant shall only process the Client Personal Data on the written instructions of the Client as set out in this Agreement or any other document agreed by the parties in writing.
6. Notwithstanding any other provision of this Agreement, the Consultant may process Personal Data if and to the extent that the Consultant is required to do so by applicable law. In such a case, the Consultant shall inform the Client of the legal requirement before processing, unless that law prohibits such information on grounds of public interest.
7. The Consultant shall ensure that persons authorised to process the Client Personal Data have committed themselves to confidentiality, or are under an appropriate statutory obligation of confidentiality.
8. The Consultant shall implement appropriate technical and organisational measures to ensure an appropriate level of security of the Client Personal Data, including those measures specified in Part B of Schedule 1 (Technical and organisational measures).
9. The Consultant must not engage any third party to process Personal Data without prior specific and written authorisation of the Client. The Consultant is only authorised by the Client, as at the Commencement Date, to engage those third parties identified in Part C of Schedule 1 (Third parties) to process the Client Personal Data upon specific written agreement. The Consultant shall ensure each third party processor is subject to the same legal obligations as those as those imposed on the Consultant and inform the Client in all instances.
10. The Consultant must give the Client at least 30 days' notice of any intended changes concerning the addition or replacement of any third party processor. If the Client objects to any such changes before their implementation, then the parties shall discuss commercially reasonable alternative solutions in good faith.
11. The Consultant shall, insofar as possible and taking into account the nature of the processing:
	1. take appropriate technical and organisational measures to assist the Client with the fulfilment of the Client's obligation to respond to requests exercising a Data Subject's rights under the Data Protection Laws;
	2. assist the Client in ensuring compliance with the obligations relating to the security of processing of Personal Data, the notification of Personal Data breaches to the Supervisory Authority, the communication of Personal Data breaches to the Data Subject, Data Protection Impact Assessments (as such term is defined in the Data Protection Laws) and prior consultations in relation to high-risk processing under the Data Protection Laws;
	3. make available to the Client all information necessary to demonstrate the compliance of the Consultant with its obligations under the Data Protection Laws;
	4. at the Client's discretion, delete or return all of the Client Personal Data to the Client upon termination or expiry of the Agreement, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data; and
	5. allow for and contribute to audits, including inspections conducted by the Client or another auditor mandated by the Client in respect of the compliance of the Consultant's processing of Client Personal Data with the Data Protection Laws.
12. The Client may hold and process a wide variety of Personal Data about the Consultant, including references, personal records, emails containing personal details, addresses and details of contractual benefits. Some of this data may come within the "special categories of personal data" (known as sensitive personal data) and includes but is not limited to information about:
	1. racial or ethnic origin or religious or similar information, for equal opportunities monitoring;
	2. information about the physical or mental health of the Consultant to monitor sickness absence.
13. The Client will only process sensitive personal data if it has a lawful basis for doing so or one of the special conditions for processing sensitive personal data applies, e.g. the Consultant has given their explicit consent.
14. Before processing any sensitive personal data, the Client will notify the person at the Client responsible for data protection of the proposed processing in order for that person to assess whether the processing complies with the criteria noted above.
15. The Client will use appropriate technical and organisational measures to keep the Consultant's data secure, and in particular, to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage. More information on data security can be found in the Client's Information Security Policy, which can be found in the Client's Staff Handbook.

## Warranties and indemnities

1. The Consultant represents and warrants he does not have any obligation which would restrict or prohibit him from complying with this Agreement or performing the services and obligations specified herein and / or in the accompanying schedules which form part of this agreement.
2. The Client will not be liable for:
	1. any form of indirect, consequential or special loss;
	2. any loss or corruption of any data, database or software;
	3. any loss of business, contracts or commercial opportunities or any other form of pure economic loss, direct or indirect.
3. Nothing in this Agreement:
	1. limits or excludes a party's liability for causing death or personal injury by their negligence;
	2. limits or excludes a party's liability for their fraud or fraudulent misrepresentation; or
	3. limits or excludes a party's liability in any way not permitted under applicable law.
4. The Consultant's total liability (however arising) under this Agreement will be limited to £10,000,000.
5. The Consultant is solely responsible for paying tax and National Insurance Contributions on payments to him in respect of payments to him for the Services. The Consultant must indemnify the Client and keep it fully and effectively indemnified in respect of any claims, demands, assessments, contributions or deductions made by the relevant authorities against the Client for income tax or National Insurance Contributions relating to the Services together with any interest and penalties, unless the claim or demand was caused by the Client's default or negligence. The Client may make deductions from payments due to the Consultant to satisfy this indemnity.
6. The Consultant represents and warrants that neither the Client or RANGROUP are, nor ever have been, in anyway whatsoever, either directly or indirectly, associated or connected, financially or otherwise, in any of the Consultant’s legal matters, cases or litigations that he has ever been a party to, save only to where they have provided documents and factual evidence on occasion on a limited and ad hoc basis.
7. Additional warranty?
8. Additional warranty?
9. All warranties, conditions and other terms implied by law are excluded from this Agreement unless stated in this Agreement, as far as permitted by law.

## Intellectual Property & General Legal Matters

1. The Consultant assigns to the Client absolutely as beneficial owner with full title guarantee the Intellectual Property for the full term of those rights and all renewals and extensions, together with all accrued rights. The Consultant will promptly disclose and give to the Client all Intellectual Property for its exclusive use and benefit and keep their details confidential, delivering all documents relating to any part of the invention to the Client if requested. The Consultant will not register or attempt to register any of the intellectual property rights in any work carried out during, this Agreement, nor any inventions, unless at the Client's request. The Consultant will do all acts to confirm that absolute title in all intellectual property rights in the work carried out during this Agreement and any Inventions has passed, or will pass, to the Client. The Consultant will do everything necessary to give effect to this clause during and after this Agreement. The Consultant irrevocably waives his moral rights in any Intellectual Property anywhere in the world.
2. The Consultant agrees to indemnify the Client and keep it indemnified against all or any costs, claims, damages or expenses incurred by the Client, or for which the Client may become liable, with respect to any claim relating to either intellectual property, or any other matter whether related to Intellectual Property or not, as supplied by the Consultant to the Client whilst providing the Services, or by any actions of the Consultant in the 365 days preceding this agreement, or in the 365 days subsequent to the Commencement date. The Consultant shall ensure that the Client's interest is noted on a suitable insurance policy, and the Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.
3. The Consultant appoints the Client to execute documents on its behalf, use the Consultant and the Consultant companies’ name and to do all things necessary or desirable for the Client to obtain the full benefit of this clauses 49, 50 and 51.

## Circumstances beyond the control of the parties

1. A party to this Agreement is not liable for failure or delay in performing its obligations if that failure or delay is caused by something beyond his reasonable control. In these circumstances, the affected party must notify the other party or parties as soon as reasonably practicable. The notified party or parties can suspend or terminate the Agreement immediately by notifying the other party.

## Entire Agreement

1. This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes all prior discussions, warranties, representations, assurances, arrangements or agreements that might have taken place orally or in writing in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

## General

1. The Consultant party cannot assign, transfer or sub-contract his rights and obligations under this Agreement without the prior written consent of the Client..
2. Only changes to this Agreement that are in writing and signed by the parties are valid or binding.
3. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement and no third party has the right to enforce or rely on any provision of this Agreement.
4. This agreement may be executed in any number of counterparts, each of which, when executed, is a duplicate original, but all the counterparts together form one agreement.
5. No delay, act or omission by a party in exercising any right or remedy is a waiver of that, or any other, right or remedy unless the parties agree differently.
6. Provisions of this Agreement which are stated or intended to continue in force after this Agreement ends will do so.
7. If any court or competent authority decides that any part of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that part will be deemed deleted so far as necessary without affecting other parts of this Agreement, which will continue to be valid and enforceable.
8. Any notice to be delivered under this Agreement must be in writing and delivered by pre-paid first class post or left by hand delivery at the registered address or place of business of the notified party, or sent by email to the other party's main business email notified to the sending Party.
9. Notices:
	1. If any notices sent by post within the United Kingdom, it is deemed to be received on the second Working Day after posting. Notices sent by post from or to addresses outside the United Kingdom are deemed to be received on the tenth Working Day after posting. Notices delivered by hand are deemed to be received at the time the notice is left at the proper address and notices sent by fax are deemed to be received on the next Working Day after transmission.
	2. The above clauses do not apply to the service of any proceedings or other documents in any legal action.

## Governing law and jurisdiction

1. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

The parties have signed this Agreement on the day(s) and year set out below:

|  |  |
| --- | --- |
| Signed: |  |
|  | Stuart Pettman |
| Dated: |  |
| Signed: |  |
|  | Adam Linton for and on behalf of Realtime Analysis and News Limited |
| Dated: |  |

## SCHEDULE 1

## PART A - DATA PROCESSING INFORMATION

Processing of Client Personal Data by the Consultant under this Schedule shall be for the subject-matter, duration, nature and purposes and involve the types of Client Personal Data and categories of Data Subjects set out in this Part A.

## Subject-matter of processing:

The Consultant's provision of the Services and any related technical support to the Client.

## Duration of the processing:

The Term plus the period from expiry of the term until return/deletion of all Personal Data by the Consultant in accordance with this Schedule.

## Nature and purpose of the processing:

The Consultant will process Client Personal Data for the purpose of providing the Services and any related technical support to the Processor in accordance with this Schedule.

## Type of Personal Data:

* Names, email addresses, physical addresses, IP Addresses, client&apos;s customers contract details and IP addresses .

## Categories of Data Subjects:

* Client Personal Data will concern the following categories of Data Subjects:
* Data Subjects about whom the Consultant collects Personal Data in its provision of the Services; and/or
* Data Subjects about whom Client Personal Data is transferred to the Consultant in connection with the Services by, at the direction of, or on behalf of the Client.

## PART B - TECHNICAL AND ORGANISATIONAL MEASURES

Without prejudice to its other obligations, the Consultant shall implement and maintain a minimum standard of technical and organisational security measures to protect the Client Personal Data as specified by both the Client’s handbook and by the GDPR guidelines.

## PART C - THIRD PARTIES

* None without prior agreement by the client.

## SCHEDULE 2

## SERVICES AND OBLIGATIONS OF THE CONSULTANT

The Consultant will perform, satisfy and deliver all of the following services and actions for the Client in a prompt, timely and professional manner and in accordance with the terms of this agreement:

## Utilise his 30 years experience in the city and co-ownership of another squawk company to introduce the Client to extensive business development opportunities including but not limited to the following:

* + Data managers at Tier 1 and 2 banks
		- It is noted that a comprehensive list has already been shared with 4 of these on trial.
	+ ,Retail FX brokers,
		- A comprehensive list has already been shared.
		- One already making the transition and another on trial.
	+ IPC connectivity to banks and Central Bank fast feed offering,
		- Infrastructure in place,  press release written and waiting for announcement date, just waiting for the product to be connected internally.
		- Bank of England feed components all in place, again just need connecting internally to test at next QIR meeting with anticipated roll out at the meeting after
		- FOMC feed, two of the three components needed are now in place.
	+ Exchanges namely
		- LME, (to offer content for your metals channel, bandwidth dependent)
		- ICE,  (to offer content to your energy channel, bandwidth dependent)
		- CME.,(to offer content to metals, energy, Multi asset channels, bandwidth dependent.
	+ FX/FI institutional flow.
		- Need to make necessary introductions to the broadcasting team as they will need to cultivate their own relationships. (Only to assist with content not get involved).
	+ Historical and new customers.
		- List shared and connected to (internal bandwidth and access to trialists is impeding this process).
	+ Connectivity to trading platforms
		- (Names and contacts been shared previously)
	+ Access to China
		- 20 year plus relationships.
	+ Diversification in other areas for your business once the relevant diagnostics have been completed alongside demographics. Once the customer base is better understood a higher ARPU can be achieved.