

CONSULTING AGREEMENT

This **Consulting Agreement** (the "Agreement") made on this day the _____, between:

rcm2 Ltd. Located at 1706 East, 3 Pan Peninsula Square, London, E14 9HP (the "Company"), and

_____ Professional consultant, located at _____ (the "Consultant") is made in consideration of the mutual promises made herein and set forth as follows:

Whereas rcm2 Ltd (rcm2) is a UK based consulting organisation supplying business and process technical expertise and providing technical support, consulting services and industry solutions to clients worldwide and utilises a network of associates to do so, And the Consultant wish to cooperate and go into partnership with rcm2 for the mutual benefits of themselves and rcm2's clients. The following is understood and agreed

TERM OF CONTRACT

- 1.1 This Agreement will become effective upon the Consultant uploading, or agreement for rcm2 to upload, their CV and/or Pen Portrait to the rcm2jv website, (www.rcm2jv.com) and will continue in effect until notice to terminate in writing is provided by either party to this agreement with reference to clause 4.
- 1.2 **Status of Consultant.** Consultant is and shall remain an independent contractor. Consultant and any agents or employees of Consultant shall not act as an officer or employee of rcm2. rcm2 assumes no liability for Consultant's actions in performance, or responsibility for taxes, funds, payments or other commitments, implied or expressed, by or for Consultant. Consultant has no authority to assume or create any commitment or obligation on behalf of, or to bind, rcm2 in any respect. Notwithstanding the foregoing, any proposal prepared by Consultant, which includes consulting fees to be charged by Consultant to rcm2, shall be clearly identified and quoted as such.

OBLIGATIONS OF CONSULTANT

- 2.1 **Non-Exclusive Relationship.** Client acknowledges and agrees that the relationship with Consultant is non-exclusive and Consultant may represent, perform services for, and contract with, as many additional clients, persons or companies at Consultant's sole discretion.
- 2.2 **Consultant's Qualifications.** Consultant represents and warrants that Consultant has the qualifications and skills necessary to perform the services he so purports in his resume under this Agreement in a competent and professional manner. Consultant shall comply with all applicable laws in the performance of its obligations hereunder, and all materials used by Consultant in fulfilling its obligations under this Agreement shall not infringe upon any third party copyright, patent, trade secret or other proprietary right. Consultant acknowledges and agrees that failure to perform all the services required under any 'agreement for services' constitutes a material breach of the Agreement.
- 2.3 **rcm2jv Website Query Exclusivity** Where a query is made for the Consultants services through rcm2jv website, in whatsoever form or media, the consultant agrees that these services will be performed exclusively through and/or in partnership with rcm2.

OBLIGATIONS OF COMPANY

- 3.1 **Compliance with Requests.** rcm2 agrees to comply with all reasonable requests of Consultant necessary to the performance of Consultant's duties under any service Agreement.

- 3.2 **Right to First Refusal.** rcm2 agrees it will give the Consultant right to first refusal for any work obtained on the basis of the Consultant's expertise before offering it to others under a different service Agreement.

TERMINATION OF AGREEMENT

- 4.1 **Termination on Notice.** Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Unless otherwise terminated as provided in this Agreement, this Agreement will continue in force until the Services provided for in any 'service Agreement' have been fully and completely performed.
- 4.2 **Termination on Occurrence of Stated Events.** This Agreement will terminate automatically on the occurrence of any of the following events:
- 4.2.1 Unavailability of Consultant to manage and oversee all services rendered to rcm2 by Consultant under this Agreement;
 - 4.2.2 Bankruptcy or insolvency of either party;
 - 4.2.3 Dissolution of either party; and/or,
 - 4.2.4 The assignment of this Agreement by Consultant without the prior written consent of rcm2.

COMPANY INFORMATION

- 5.1 **Non-disclosure/Non-use of Company Information.** Consultant agrees that all information provided by rcm2 to Consultant under this Agreement shall not be disclosed or used by Consultant for any purpose other than Consultant's performance under any service Agreement.
- 5.2 **Confidential Information.** Any written, printed, graphic, or electronically or magnetically recorded information furnished by rcm2 for Consultant's use is and shall remain the sole property of rcm2. This proprietary information includes, but is not limited to, investor lists, marketing information, planning, drawings, specifications, and information concerning rcm2's employees, products, services, prices, and operations. Consultant will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with Consultant's and rcm2's prior written approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Consultant's employees, agents, and subcontractors. On termination of this Agreement or request by Company, Consultant will return within two (2) days any confidential information in Consultant's possession to rcm2.

rcm2:

CONSULTANT:

By: _____

Director

Date: