**MAsonThis MANAGEMENT AND CONSULTING AGREEMENT (the "Agreement")**This Management and Consulting Agreement is being made and entered into and effective from on 6 Aug 2024, by and between:

**GAC GROUP LTD** a company incorporated under the law of England and Wales (Company Registration Number 06451165) and having its registered office address at 42 West End, March, Cambridgeshire, PE15 8DL, United Kingdom; (The “**Company**”)

**- AND -**

**MS JUDITH LANYERO** a sole trader and having its registered office address at Flat 3, 55 Kew bridge road. London TW8 0EW; (the “**Consultant”** & “**Consulting Company**”) through which Mr Gary Mitchell (the "**Consultant**") will provide the services.

**WHEREAS,** the Consultant agrees to render the Consulting Services, as defined herein, through a Consulting Company and the Consulting Company agrees to retain the Consulting Services of the Consultant as a Consulting Company; and

**WHEREAS,** the parties hereto wish to regulate their relationship in accordance with the terms and conditions set forth herein.   
  
**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Company, the Consulting Company and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**NOW, THEREFORE**, the parties do hereby mutually agree as follows:

1. Independent Contractor; Indemnity.

1.1. No Employer - Employee Relations. The parties agree that there are no, and there will not be, any employer - employee relations between the Company and the Consultant. Consulting Company and all of its employees and consultants shall be deemed independent contractors of the Consulting Company for all intents and purposes hereunder. The termination of this Agreement (for any reason, whether lawful or unlawful) shall not constitute a dismissal by the Company of the Consulting Company or any other employee of the Consulting Company for any purpose.

1.2. No Partnership. Nothing in this Agreement shall be deemed to constitute a partnership between the Company and the Consulting Company.

1.3. Complete Consideration. The Commission (as such terms are defined below) constitute the sole and exclusive consideration which the Company and any of its affiliates shall be required to pay Consulting Company under this Agreement, to which Consulting Company and/or the Consultant may be entitled under this Agreement and applicable law.

1.4. Payments to Consultant. The Consulting Company shall be solely responsible and liable for all payment required to be made to the Consultant in relation to the provision of the Consulting Services and any other services provided by him to the Company.

1.5. Indemnification If, despite the parties' express representations and agreements hereunder, it shall, at any time, be determined by a court of competent jurisdiction that employer - employee relations exist between the Company and the Consultant in connection with this Agreement, and as a result of such decision the Consultant shall become entitled to rights and/or payments resulting from the existence of such relations, Consulting Company and the Consultant, jointly and severally, undertake to indemnify the Company for any payment and expense actually paid or required to be paid by the Company in connection with such decision to the fullest extent permitted by law.

1.6. Tax Indemnification. The Consulting Company shall be fully responsible for and will indemnify the Company against:

1.6.1. any liability, assessment or claim made by any competent authority against the Company in respect of any income tax, national insurance, social security or similar contributions or any other taxation whatsoever, in each case relating to the provision of the Consulting Services (where such recovery is not prohibited by law). The Consulting Company will also indemnify the Company against all reasonable costs and expenses and any penalty, fine or interest accrued or payable by it in connection with or in consequence of any such liability, assessment or claim;

1.6.2. any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant against the Company arising out of or in connection with the provision of the Consulting Services.

The above will be limited to the amounts actually received by the Consultant Company pursuant to this Agreement, plus reasonable legal expenses relating to any such claim.

1.7. Conflicts of Interest. The Consulting Company agrees and undertakes to inform the Company, immediately after becoming aware of any matter that may in any way raise a conflict of interest between the Consultant, the Consulting Company and the Company or any of its affiliates.

1.8. Not Managed Service Company. The Consulting Company warrants that it is not nor will it prior to the termination of this agreement become a Managed Service Company (within the meaning of section 61B, Income Tax (Earnings and Pensions) Act 2003.

2. Term; Termination.

2.1. Term. This Agreement shall commence on the date hereof effective as listed above and reflects understandings reached between the parties as of such date and shall continue subject to the provisions set out in Section 2.3 below until terminated by either party giving to the other not less than 90 days’ notice in writing (the "**Term**").

2.2. Involuntary Termination. If Consulting Company’s engagement with the Company terminates other than for "Cause" (as defined herein), then the Consulting Company shall be entitled to receive continuing payments of the Monthly Fee for a period of three (3) months from the date of such termination, to be paid, in the Consulting Company's discretion (i) monthly in accordance with the Company's payment terms according to Section 4.2 below, or (ii) in a lump sum within thirty (30) days of such termination.

2.3. Termination for Cause. The Company may terminate this Agreement at any time without notice and without payment in lieu of notice and without payment of the amount specified in Section 2.2 above if the Consultant or the Consulting Company shall be guilty of an act or omission amounting to Cause. Any delay in exercising its rights under this Agreement (which are without prejudice to the Company’s other rights at common law) shall not constitute a waiver for any reason or for any purposes unless expressly agreed otherwise in writing.

2.4. Cause. Any of the following events shall constitute "**Cause**" for the purposes of this Agreement:

2.4.1. the Consulting Company or the Consultant commits any material breach of this Agreement that is not cured within thirty (30) days of receipt of notice from the Company;

2.4.2. the Consultant is convicted of a criminal offence which carries moral turpitude;

2.4.3. the Consulting Company or the Consultant is guilty of any fraud or dishonesty in connection with the Consulting Services;

2.4.4. or

2.4.5. the Consultant or any other person on his behalf alleges that the Consultant is an employee of the Company;

2.5. Transfer of Duties. In the event of termination of this Agreement for any reason whatsoever, the Consultant, if so requested by the Company, shall use its best efforts to effect an orderly transfer of its duties to its successor.

2.6. Delivery of Documents. Upon the termination of this Agreement for any reason or for no reason, or if the Company otherwise requests, the Consulting

Company shall and shall procure that the Consultant shall: (i) return to the Company all tangible Confidential Information and copies thereof (regardless how such Confidential Information or copies are maintained), and (ii) deliver to the Company any property of the Company which may be in their possession, including, but not limited to, products, materials, memoranda, notes, records, reports, or other documents or photocopies of the same.

2.7. Commission Post Termination. Upon termination of this Agreement howsoever arising the Company shall continue to provide their service in accordance with the terms of engagement in respect of Clients who have accepted in writing the Company terms of engagement prior to the date of the termination. The Company will return to the Consulting Company and Consultant all information which is its possession, custody or control and which relates exclusively to the Consultant or clients referred to the Company except where the information is required or desirable by the Company in order to provide its services for Clients which are to be retained. The Company will continue to pay the Commissions in accordance with section 4.4 below.

2.8. The termination of this Agreement is without prejudice to the rights, duties and liabilities of either party accrued prior to the termination.

2.9. Sections 1, 4 and 6 of this Agreement will survive the termination.

3. Consulting Services.

3.1. Services. During the Term the Consulting Company shall be responsible for providing to the Company the services set out in **Exhibit A** hereto (the "**Consulting Services**") in a diligent, professional and faithful manner and the Consulting Company shall make the Consultant available for the performance of the Consulting Services. Consulting Company shall not be entitled to provide the Consulting Services or any part thereof through any person other than the Consultant without the prior written agreement of the Company.

3.2. Working Time. While the method of work shall be the Consultant’s own, it is expected and envisaged by both parties that the Consultant shall devote a sufficient number of working time as needed to the provision of the Consulting Services, taking into account obligations of the Consultant with respect to any other company in the Company group of companies.

3.3. Holiday. It is acknowledged that the Consultant is entitled to up to 30 days holiday per year multiplied by the percentage time devoted to providing the Consulting Services relative to the time devoted to providing services, and the Consulting Company shall keep the Company informed of when the Consultant intends to take such holiday.

3.4. Notice of Inability to Provide Services. The Consulting Company shall inform the Company as soon as is reasonably practicable if the Consultant is unable to provide the services due to sickness or injury.

3.5. Additional Obligations. The Consulting Company shall procure that the Consultant shall:

3.5.1. provide the Consulting Services with all due care, skill and ability; and

3.5.2. promptly give to the Company all such information and report as it may reasonably require in connection with matters relating to the provision of the Services or the business of the Company.

3.6. Best Endeavours. The Consulting Company shall use its best endeavours, and shall procure that the Consultant shall use his best endeavours to promote the interests of the Company. The Consultant shall be free to pursue other interests during the term of this Agreement, provided always that such other interests do not interfere with his ability to provide the Consulting Services, do not directly or indirectly compete with or are not detrimental to the interests of the Company and that he complies with his obligations under Sections 1.7 and 3.2 above. The Consultant shall keep the Company informed of any position he holds at board level or equivalent during the term of this Agreement.

3.7. Health and Safety Procedures. The Consulting Company shall comply with and shall procure that the Consultant complies with the Company’s health and safety procedures in force from time to time.

4. Compensation.

4.4 Commission. In consideration for consulting services rendered by the Consulting Company under this agreement, the Company shall pay to Consulting Company a commission set out in **Exhibit A** hereto (the “**Commission**”) in diligent, professional and faithful manner for all client(s) referred to the Company from Consulting Services provided by the Consulting Company and Consultant.

4.5 Payment Schedule. By the first Monday of each calendar month the Company will agree in writing Commission earned by the Consulting Company to date.

4.6 Conditions. All compensation for consulting services and commission payable immediately upon receipt of an invoice. Commission set out in **Exhibit B** is inclusive of all fees earned by the Company, apply to repeat business from clients referred to the Company, apply to all clients generated through marketing, all promotions delivered by the Consultant Company. The Company shall provide the Consulting Company with access to view fees earned by the Company.

5 Confidential Information.

5.1 Confidential Information

5.1.1. Consulting Company is aware that during the Term, and from the time it first came into contact with the Company, it may have had and/or may have access to, and has been and/or may be entrusted with, technical, proprietary, sales, legal, financial, and other data and information with respect to the affairs and business of the Company, and its affiliates, (as used in this Section 6, the Company will include also all its affiliates and subsidiaries) and including information received by Company from any third party subject to obligations of confidentiality towards said third party, all of which data and information, whether documentary, written, oral or computer generated, shall be deemed to be, and referred to as “**Proprietary Information**”, which, by way of illustration but not limitation, shall include trade and business secrets, processes, patents, improvements, ideas, inventions (whether reduced to practice or not), techniques, legal documentation, contracts, products, services and legalese (actual or planned), financial statements, marketing plans, strategies, forecasts, customer and/or supplier lists and/or relations, research and development activities, formulae, data, know-how, designs, discoveries, models, vendors, computer hardware and software, drawings, operating procedures, pricing methods, marketing strategies, future plans, dealings and transactions, except for such information which, on the date of disclosure, is, or thereafter becomes, available in the public domain or is generally known in the industry through no fault on the part of Consulting Company.

Consulting Company agrees and declares that all Proprietary Information, patents and/or patent applications, copyrights and other intellectual property rights in connection therewith, are and shall remain the sole property of Company and its assigns.

5.1.2. Consulting Company shall keep, and at all times, during the Term and upon its expiration thereafter, Consulting Company shall keep, in confidence and trust all Proprietary Information, and any part thereof, and will not use or disclose and/or make available, directly or indirectly,

to any third party any Proprietary Information without the prior written consent of Company, except and to the extent as may be necessary in the ordinary course of performing Consulting Company's duties pertaining to the Company and except and to the extent as may be required under any applicable law, regulation, judicial

5.1.3. Consulting Company acknowledges that any breach by him of his obligations pursuant to this Section 6.1.3 would cause substantial damage for which the Company shall hold him liable.

6. Non-compete.

6.1 The Consulting Company acknowledges and agrees that the nature of the business is such that if Consulting Company were to become engaged by the business of a competitor of the Company there may be a conflict of interest. To that end, the Consulting Company agrees to inform the Company of any involvement with a competitor.

6.2 The Company and Consultant are independent contractors. Both parties acknowledge and agree that Consultant's engagement hereunder is not exclusive and that the Consultant may provide to, or retain from, other services provided that it does so in a manner that does not otherwise breach this Agreement nor compete with this Agreement. Neither party is, nor shall claim to be, a legal agent, representative, partner or employee of the other, and neither shall have the right or authority to contract in the name of the other nor shall it assume or create any obligations, debts, accounts or liabilities for the other except for the express purpose of the services hereunder in this Agreement.

7. Representations by the Consultant and Consultant Company.

The Consulting Company represents and warrants to the Company that the execution and delivery of this Agreement and the fulfilment of the terms hereof: (i) will not constitute a default under or conflict with any agreement or other instrument to which it is a party or by which it is bound, and (ii) do not require the consent of any person or entity, and the Consultancy Company further warrants and represents that it is not aware of any such restriction binding the Consultant. The Consulting Company further represents and warrants that it is a UK resident for tax purposes.

8. Assignment.

This Agreement may not be assigned by any of the parties hereto, and may not be amended or modified, except by the written consent of both parties hereto, except to the Consultant or another Company wholly-owned by the Consulting Company or to the Consultant. This Agreement will be binding upon and inure to the benefit of any successor or permitted assigns of the Company and the Consulting Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, “successor” means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of the Consulting Company to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except to the Consultant or another company wholly-owned by the Consulting Company or to the Consultant or the Consultant's family members.

9. Data Protection:

The Consulting Company shall procure that the Consultant consents to the Company processing both electronically and manually any data which relates to the Consultant for legal, personnel, administrative and management purposes and in particular to the processing of "sensitive personal data" (as defined in the Data Protection Act 1998). The Consulting Company shall also procure that the Consultant consents to the transfer of such personal data (including sensitive personal data) to other offices the Company may have (or to any subsidiary or holding company of the Company) or to other third parties (including those who provide products or services to the Company), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the Company (or part of the Company) whether or not in the European Economic Area (and whether or not the country or territory in question maintains adequate data protection standards), for administration purposes and other purposes in connection with this agreement or where it is necessary or desirable for the Company to do so.

10. Miscellaneous.   
This Agreement constitutes the entire agreement between the parties with respect to the matters referred to herein and any and all previous agreements are hereby terminated and shall have no further force or effect. This Agreement shall be governed by the laws of the England and the courts of England shall have exclusive jurisdiction over the parties. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof. Headings to Sections herein are for the convenience of the parties only, and are not intended to be or to affect the meaning or interpretation of this Agreement. In the event that any covenant, condition or other provision contained in this Agreement is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder thereof, and shall in no way affect, impair or invalidate any other covenant, condition or other provision therein contained. If such condition, covenant or other provisions shall be deemed invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent permitted by law. All notices required to be delivered under this Agreement shall be effective only if in writing and shall be deemed given when received by the party to whom notice is required to be given and shall be delivered personally, or by registered mail to the addresses set forth above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

…………………………………….

Name: Ms Judith Lanyero

Title: Sole Trader

Duly authorised to sign for and on   
behalf of Ms Judith Lanyero

Print

Name: Judith Lanyero

A close-up of a signature

Description automatically generated

Date: 6 Aug 2024

…………………………………….

Name: Mr Andrew Mason

Title: Managing Director

Duly authorised to sign for and on behalf of GAC Group Ltd

Print

Name: Andrew Mason

Sign:

Date: 6 Aug 2024

**Exhibit A**

The Management and Consulting Agreement by and between the Company and the Consultant.

To provide (through its nominee, the Consultant) to the Company business development services in the performance of its duties, consistent with Consultant's position and skills, as shall reasonably be assigned by the Company’s Board of Directors.

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| **PRODUCT AND SERVICE DESCRIPTION** |
| Employment Placement Consulting Services |

**Note:** Other services may be added as per specified by the Board of Directors.

**Exhibit B**

The Management and Consulting Agreement by and between the Company and the Consultant.

To pay a Commission for each client generated for the Company through Consulting Services provided by the Consultant as follows:

* Fees earned by the Company whereby the Client is placed in Employment, and or signed up and as a client of the Company:

|  |  |
| --- | --- |
| **PRODUCT AND SERVICE DESCRIPTION** | **Retainer / Commission  £ (GBP)** |
| Employment Placement Consulting Services (Commission). | 30% of Net Profits after Advertising Costs. |

Key: Consulting Clients is for all clients signed up to the Company whereby the Client is paying fees for the Job Placement Service.