

## Short-form Consultancy Agreement

(version November 2024)

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**It is agreed as follows:**

**1. Definitions**

The following terms shall, for this Agreement and all its Annexes, be defined as follows.

<b>Affiliate</b>	means any entity that controls, is controlled by, or is under common control with the respective Party. Control means the direct or indirect ownership of more than fifty percent (50%) of the voting shares in the other company and for the Employer shall further include any RWE Group Company and/or any entity which has the direct or indirect right to appoint directors in the Employer and/or or the direct or indirect power under any contractual agreement or otherwise to vote on the direction of the management or the decisions or policies of the Employer.
<b>Agreement</b>	shall mean the Conditions of Contract and the Purchase Order, together with those documents referred to therein (excluding any terms and conditions of the Consultant referred to in the Agreement (if any), which are hereby expressly excluded and shall have no legal effect as between the Parties whatsoever).
<b>Applicable Law</b>	means all laws, regulations, orders, rules, guidance, directions, judgments, directives, industry agreements and/or determinations in force from time to time applicable to a Party and/or relevant to this Agreement and/or the Project.
<b>Business Day</b>	means those days from Monday to Friday on which the banks are open to the public in England.
<b>Conditions of Contract</b>	shall mean these conditions of contract.
<b>Confidential Information</b>	shall have the meaning set out in Clause 12.1.
<b>Consultant</b>	shall mean the entity named as such in the Purchase Order, such term to include its successors and permitted assigns.
<b>Consultant Group</b>	shall mean the Consultant, its Affiliates and all sub-suppliers (of any tier) of the Consultant and its Affiliates, including for each of the foregoing all their respective employees, officers, directors, partners and representatives, but excluding any member of the Employer Group.
<b>Consultant Insurances</b>	shall have the meaning set out in Clause 4.1.
<b>Contract Price</b>	shall mean the price for the Services as set out in the Purchase Order.

<b>Default</b>	shall mean such events or circumstances where the Consultant fails to perform the Services in accordance with this Agreement.
<b>Deliverables</b>	shall mean any deliverables arising from the Services and shall comprise all documents and/or reports and/or software programs (whether interim or final) required to be provided by the Consultant to the Employer during the course of and/or in relation to the Services including all supporting material.
<b>Effective Date</b>	shall mean the date of the Purchase Order.
<b>Employer</b>	shall mean the RWE Group Company named as such in the Purchase Order, such term to include its successors and permitted assigns.
<b>Employer Group</b>	shall mean the Employer, its Affiliates and all sub-suppliers (of any tier) and subcontractors (of any tier) of the Employer and its Affiliates, including for each of the foregoing all their respective employees, officers, directors, partners and representatives, but excluding any member of the Consultant Group.
<b>Equipment</b>	means all tools, special tools, equipment, vehicles, apparatus, machinery, consumables and other things required for the execution and completion of the Services, the remedying of any Defaults and the performance of the Consultant's obligations under the Agreement.
<b>Good Industry Practice</b>	shall mean the degree of skill, care, prudence, foresight and diligence reasonably to be expected of a properly qualified and experienced consultant engaged in services of similar nature to the Services in connection with projects of a similar nature, scope, size and complexity to the Project.
<b>IPR</b>	means all trade secrets, copyright and related rights, patents, trademarks, rights in designs, rights in software, database rights and any proprietary information or other ownership rights whether registered, unregistered or registrable which may subsist now or in the future in any part of the world.
<b>Project</b>	shall have the meaning set out in the Purchase Order.
<b>Purchase Order</b>	means the purchase order raised by the Employer, referring to these Conditions of Contract and under which the Consultant is instructed to perform the Services.

<b>RWE Group Company</b>	means any company that owns or is operating or is providing services to a wind farm in which RWE AG or any of its Affiliates has ownership shares.
<b>Scope of Services</b>	means the description of the services as set out and/or referred to (as appropriate) in the Purchase Order.
<b>Services</b>	means all the services and/or works to be provided by the Consultant to the Employer under this Agreement as more particularly set out in or reasonably inferred from the Scope of Services.
<b>Variation</b>	shall have the meaning set out in Clause 5.1.
<b>Variation Instruction</b>	shall have the meaning set out in Clause <b>Error! Reference source not found.</b>

## 2. Interpretation

- 2.1 Words importing the singular include the plural and vice versa and words importing any gender include the other genders.
- 2.2 The words and phrases "include", "including", "in particular" and "other" shall not limit the generality of any preceding words and no following words shall be construed as being limited to the same class as the preceding words if a wider construction is possible.
- 2.3 Reference to any statute includes a reference to any subordinate legislation and includes a reference to that statute or subordinate legislation as from time to time amended, or re-enacted.
- 2.4 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts shall together constitute the one agreement.
- 2.5 'Written' or 'in writing' means hand written, type written, printed or electronically made, and resulting in a permanent record
- 2.6 Should any discrepancies arise in or between any of the documents forming this Agreement:
  - (a) the Conditions of Contract shall prevail unless the Employer decides otherwise; and
  - (b) documents and/or information provided or prepared by the Employer shall prevail over documents and/or information provided or prepared by the Consultant.

## 3. The Services

- 3.1 The Consultant shall perform the Services so as to comply with:
  - (a) all the requirements of this Agreement;

- (b) Good Industry Practice;
- (c) all Applicable Law and all relevant permits, technical standards and regulations;
- (d) any site rules provided by the Employer to the Consultant; and
- (e) the deadlines or programme (if any) specified in the Scope of Services.

3.2 The Consultant shall comply at all times with the requirements of the Employer's HSE Conditions of Contract which are available at <https://www.rwe.com/-/media/RWE/documents/lieferanten-portal/liefer-und-leistungsbedingungen-rwe-renewables/HSE-general-conditions-of-contract.pdf>.

3.3 The Consultant shall be liable for and shall indemnify and hold the Employer and any Employer Affiliate harmless from any and all claims, losses, damages, costs, expenses (including legal fees and expense) and liabilities arising out of any breach by any member of the Consultant Group of any Applicable Laws and/or permits in respect of health, safety and the environment.

#### 4. Insurance

4.1 The Consultant shall take out and maintain all insurances identified in this Clause 4, the insurances (if any) identified in the Purchase Order and any insurance required to be maintained by the Consultant pursuant to Applicable Law (the **Consultant Insurances**).

4.2 The Consultant shall provide to the Employer copies of certificates of insurance following a request for the same, confirming the maintenance of the Consultant Insurances in accordance with the Agreement.

4.3 Unless otherwise stated in the Purchase Order, the Contractor shall take out and maintain:

- (a) Third Party Liability including product liability and completed operations for any incident or series of incidents arising out of the performance of the Agreement in an amount of not less than £2,000,000 (two million pounds sterling) per incident for the duration of its liability under this Agreement.
- (b) Professional Indemnity Insurance with a minimum indemnity limit of £2,000,000 (two million pounds sterling) for any one occurrence until the date falling 6 years following completion of the performance of the Services under this Agreement.
- (c) Employer's Liability insurance for personnel, or any similar coverage required in accordance with the applicable law, but not less than £5,000,000 (five million pounds sterling) for the duration of its liability under this Agreement.

#### 5. Variations and right to instruct a Variation

5.1 The Parties may at any time mutually agree on an adjustment of the Services and/or the programme of the Services (**Variation**). Any such Variation shall include a final agreement with regard to the technical and economic impact of the adjustment of the Services as well as the impact on the programme. Any increase or decrease of the Contract Price and/or any changes to any payment plan and/or the programme arising as a result of any such Variation shall be limited to the extent mutually agreed in the relevant Variation.

- 5.2 Prior to instructing or authorising any Variation, the Employer may require the Consultant to submit estimates of the technical, economic and programme impact of the Variation, which shall be submitted as soon as reasonably practicable. Following receipt of the estimates, the Employer shall give written notification to confirm, withdraw or amend any such varied Services.
- 5.3 No alteration to any deadlines or programme specified in the Scope of Services shall be made unless agreed or determined in accordance with this Clause 5.

## 6. Payment

- 6.1 The Consultant shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price for the Services.
- 6.2 Unless otherwise stated in the Agreement, the Contract Price covers all the Consultant's obligations under the Agreement and all things necessary for the proper design, execution and completion of the Services and the remedying of any Defaults, together with any taxes, duties, levies, customs charges, charges, contributions and fees. The Consultant shall indemnify the Employer in respect of any claims that may be made by the relevant authorities against the Employer in this respect.
- 6.3 As consideration for the satisfactory performance by the Consultant of all its obligations under this Agreement, the Employer shall pay to the Consultant the Contract Price in accordance with the Purchase Order and the following procedure:
- (a) The Consultant shall submit a valid VAT invoice in respect of the Services at the intervals and/or the times specified in the Purchase Order. The invoice must state the sums payable in accordance with the Agreement on the date it is issued (**due date**) and the basis on which such sum has been calculated.
  - (b) Subject to any pay less notice, the Employer will make payment to the Consultant of the sums stated in the Consultant's invoice within thirty (30) days of the due date, which shall be the **final date for payment** of the amount due.
  - (c) Where the Employer intends to pay less than the sum stated in the Consultant's invoice, the Employer shall no later than three (3) days before the final date for payment give the Consultant notice of that intention (**pay less notice**) specifying the sum which the Employer considers is due to the Consultant at the date the notice is given and the basis on which that sum has been calculated.
  - (d) Where a pay less notice is given, the payment to be made by the Employer on or before the final date for payment shall not be less than the amount stated as due in the notice.
  - (e) All invoices shall be submitted electronically to the address(es) set out in the Contract Particulars and, for VAT purposes, bear the name and address of the Employer as the beneficiary of the Services and shall clearly state the relevant Purchase Order reference number, invoice date, a brief description of the parts of the Services rendered, the amount invoiced to date, the amount now due, the governing rate of VAT (if applicable) and the amount of VAT included in the gross value of the invoice (if applicable).

- (f) The Consultant shall be entitled to charge interest on all late payments of undisputed amounts at the rate of three (3) percentage points above the base rate set by European Central Bank from time to time. For the avoidance of doubt, the Employer does not accept any liability of interest charges (and shall not be liable for any such interest charges) as a consequence of late payment due to the absence of the required invoicing information set out in this Agreement.
- (g) The Payment of any invoice shall not constitute any acceptance of the Services or parts of the Services.

## **7. Suspension**

- 7.1 The Employer may at any time instruct the Consultant to suspend progress of all or any part of the Services. Unless the suspension arises as a result of default on the part of the Consultant, any such instruction shall be treated as a Variation, with the consequences of the same to be agreed between the Parties in accordance with Clause 5.
- 7.2 Immediately after the Employer has notified the Consultant that any suspension has ended, the Consultant shall resume the Services without undue delay.

## **8. Liability**

- 8.1 The Consultant shall indemnify and hold the Employer harmless from any and all claims, losses, damages, costs, expenses (including legal fees and expense) and liabilities in respect of any personal injury including death or disease, or loss of or damage to the property of any third party, to the extent that any such injury, loss or damage is caused by the negligence, wilful misconduct, breach of contract or breach of duty (whether statutory or otherwise) of any member of the Consultant Group.
- 8.2 Subject to the provisions of Clause 8.3 below:
  - (a) the Consultant's maximum liability under this Agreement shall be limited to £2 million (two million pounds) unless another sum is stated in the Purchase Order;
  - (b) the Employer's maximum liability under this Agreement shall be limited to the Contract Price; and
  - (c) neither Party shall be liable to the other Party for any loss of profit, loss of contract, loss of revenue, loss of production and/or loss of opportunity which may be suffered by the other Party under or in connection with this Agreement (in each case whether direct or indirect and whether or not foreseeable at the Effective Date).
- 8.3 No limitation of liability in this Agreement shall apply in cases of fraud, intentional breach, gross negligence or wilful misconduct. Furthermore, no limitation of liability shall apply with respect of any personal injury and/or death, breach of any statutory duty and/or Applicable Law and/or for any liability which cannot be excluded under Applicable Law.

## **9. Termination**

- 9.1 The Employer may terminate this Agreement, wholly or in part, for convenience at any time.

- 9.2 The Employer shall be entitled to terminate this Agreement, wholly or in part, in the event of a material breach of the Agreement by the Consultant and such breach (where capable of remedy) is not remedied within 15 Business Days of notification of the same from the Employer.
- 9.3 The Consultant shall be entitled to terminate this Agreement in the event of a failure by the Employer to pay any undisputed amount due under the Agreement by its final date for payment and such breach is not remedied within thirty (30) days of notification of the same from the Consultant.
- 9.4 Either Party may terminate the Agreement with immediate effect if the other Party ceases to carry on business or is declared bankrupt or, if it is a company, goes into liquidation (except for the purpose of solvent amalgamation or reconstruction), administration, receivership, becomes subject to a moratorium under Part A1 of the Insolvency Act 1986 or a restructuring plan under Part 26A Companies Act 2006, or otherwise becomes insolvent.
- 9.5 In the event of termination of the Agreement pursuant to clauses 9.1, 9.2, 9.3 or 9.4, the Employer shall, subject always to clause 9.6, pay to the Consultant any payments which are due and payable to the Consultant for the Services properly executed (including, where relevant, any design work properly carried out) up to the date of termination, less any amounts previously paid to the Consultant, and any other sums which are properly due and payable to the Consultant in accordance with this Agreement at the date of termination.
- 9.6 In the event of termination by the Employer pursuant to clause 9.2 or 9.4 the Employer shall be entitled to set off (at the Employer's sole discretion) any losses and damages incurred by the Employer including any additional costs of completion of the Services and any other losses suffered by the Employer in connection with the termination (including the costs of procuring a replacement Consultant) and the Employer shall be entitled to either recover these additional costs as a debt due to it from the Consultant or to set off such additional costs against any sum owed by it to the Consultant under this Agreement.
- 9.7 Following any termination of all or any part of the Agreement, the Consultant shall hand over all Deliverables, drawings, calculations, verifications of calculations and/or other documents which the Consultant is required to provide to the Employer under the Agreement in respect of the Agreement or the part of the Agreement terminated, and in particular in accordance with the Scope of Services, and which have been prepared up until the date any termination took effect, together with any information that may be required to continue, operate, maintain or repair the Services in respect of the Agreement or the part of the Agreement terminated.

## **10. Assignment and Transfer**

- 10.1 The Consultant shall not assign, novate or transfer this Agreement or any part of its rights or obligations under this Agreement without the prior written consent of the Employer. The Consultant shall not subcontract or otherwise delegate to any person the performance of any of the Services without the Employer's prior written consent.
- 10.2 The Employer shall be entitled to assign, novate or transfer this Agreement or any part of its rights or obligations under this Agreement at its sole discretion to any Affiliate or any RWE Group Company or any banks and/or financing institutions providing funds for or in connection with the Project. The Employer shall give notice to the Consultant of any such assignment. The Consultant



shall not contend that any party to whom any benefit, interest, right or cause of action arising under the Agreement is assigned, novated or transferred under this Clause 10.2 may not recover such benefit, interest, right or cause of action arising under the Agreement because that party is not the original named party to the Agreement or that no loss or a different loss has been suffered by the original party or the party who assigned the benefit, interest, right or cause of action to the relevant assignee.

## 11. Notifications

11.1 Any notices in respect to this Agreement shall be in writing and either delivered by hand, sent by registered mail or courier or by electronic mail to the appropriate address specified in the Purchase Order (or such other address as may be notified to the other Party in writing from time to time).

11.2 Any notices shall be effective:

- (a) if delivered by hand, on the date of delivery (evidence by written receipt);
- (b) if sent by registered mail or courier, two (2) days after the day of sending (or three (3) days in the case of any communication posted abroad) and in proving such service it shall be sufficient to produce a registered receipt of sending; or
- (c) if sent by electronic mail, upon sending the email to the address specified, and in proving such service it shall be sufficient to produce a "delivery confirmation" confirming delivery to the correct address of the addressee,

provided that where such delivery occurs after 5pm or on a day which is not a Business Day, it shall be deemed received on the next following Business Day.

## 12. Confidentiality

12.1 The Agreement, any Employer or Consultant materials and/or any other technical or commercial information of a confidential nature (either marked as such or which, by its nature, can reasonably be considered to be confidential) (**Confidential Information**) disclosed between the Parties in relation to this Agreement is strictly confidential and shall not be disclosed (in whole or in part) to any other person without the other Party's prior written consent, except as is necessary to perform the duties under this Agreement, and unless Clause 12.2 applies.

12.2 A Party may disclose Confidential Information if and to the extent that:

- (a) it is necessary to disclose Confidential Information to a Party's staff or Affiliate companies (or any staff of any such Affiliate companies), or a Party and/or its Affiliate companies' professional advisers, auditors and bankers, for the purpose of performing obligations under this Agreement, in each case provided that the relevant Party procures that any such parties/persons will maintain the confidentiality of any such Confidential Information;
- (b) disclosure is required by law or any securities exchange or regulatory or governmental body to which a Party (or any of its Affiliate companies) is/are subject to;
- (c) it is or comes into the public domain through no fault of either Party; or

- (d) it was previously disclosed to a Party (or any of its Affiliate companies) by others without any obligation of confidence, as evidenced by written records.

12.3 Neither Party shall make any announcement or publicity statement relating to the other Party, its Affiliates or this Agreement or any of them, or the subject matter of this Agreement without the respective other Party's prior written approval (except as required by Applicable Law or by any legal or regulatory authority in which case an advance warning of this shall be given as soon as it is reasonably practicable and provided the Party is legally able to do so).

### **13. Compliance**

13.1 The Employer may require the Consultant (and the Consultant shall on the Employer's request) from time to time to complete a self-declaration form relating to information security, critical infrastructure protection and data protection, and to provide relevant evidence of the Consultant's process and procedures insofar as they relate to the same. The Consultant warrants that its answers shall at all times remain true and accurate and shall immediately notify the Employer of any changes to/deviations from the same. Any access by the Consultant to computing systems must be agreed and authorised by the Employer in advance.

13.2 The Parties hereby agree to comply with all laws, rules, regulations and conventions applicable to this Agreement and to their own activities, including with competition and anti-trust, anti-money laundering and anti-corruption/anti-bribery legislation as well as foreign trade law, export control and sanction laws and to act with honesty, loyalty, integrity and good faith, avoiding conflicts of interest under this Agreement.

13.3 The Consultant shall comply with the principles of conduct contained in the Code of Conduct available at <https://www.group.rwe/en/the-group/compliance/code-of-conduct/> and, in particular, support and enact the principles on human rights, labour relations, environmental protection and anti-corruption established within the framework of the United Nations Global Compact Initiative ([www.unglobalcompact.org](http://www.unglobalcompact.org)).

13.4 The Consultant shall comply with the principles and all obligations contained in the RWE Human Rights Supplier Contract Appendix available at <https://www.rwe.com/en/products-and-services/supplier-portal/general-conditions> at all times and, in particular, support and implement the principles on human rights, labour relations and environmental protection as stipulated therein in its own business area and towards its own suppliers.

13.5 In order to further assess and determine the risk for human rights, labour relations and environmental protection associated with the supply chain, the Employer may submit, on a frequent or ad hoc basis, and the Consultant shall promptly reply to, a questionnaire regarding typical risk areas and preventive and remedial actions required within the business area of the Consultant.

13.6 The Consultant shall further inform the Employer immediately of any incident, violation of or significantly increased risk to violate any human rights principle affecting the Employer in its supply chain with the Consultant.

13.7 The Employer shall be entitled to carry out checks to determine whether the Consultant or any supplier has lived up to its obligations under the RWE Human Rights Supplier Contract Appendix by requesting information, documentary evidence or by conducting on-site inspections, as set out in the RWE Human Rights Supplier Contract Appendix.

- 13.8 In the event the Employer and/or any Employer Affiliate is held legally liable for a violation of any applicable legal requirements under the German Supply Chain Due Diligence Act ("*Lieferkettensorgfaltspflichtengesetz (LkSG)*") which is attributable to any wilful or negligent misconduct of the Consultant, in particular (but limited to) by the Consultant and/or any supplier not observing the obligations arising under the RWE Human Rights Supplier Contract Appendix, the Consultant shall indemnify and hold harmless the Employer and/or any Employer Affiliate from and against any fine imposed on the Employer and/or any Employer Affiliate as a result thereof.
- 13.9 Any breach of any warranty in this Clause 13 or a false declaration provided by the Consultant or any failure by the Consultant to fulfil any of the principles of, or refusal to implement the necessary preventive or remedial measures in accordance with, the RWE Human Rights Supplier Contract Appendix, shall be deemed to be a material breach of the Agreement and, without prejudice to its other rights under the Agreement, entitle the Employer to terminate this Agreement in accordance with Clause 9.2.

## **14. Intellectual Property Rights**

- 14.1 All the Consultant's IPR existing on or prior to the Effective Date remain vested in the Consultant and all the Employer's IPR existing on or prior to the Effective Date remain vested in the Employer.
- 14.2 The Consultant hereby grants to the Employer a perpetual, transferable, irrevocable, non-exclusive, royalty free, worldwide licence to use any of the Consultant's IPR which are necessary for the Employer and/or any Affiliate to derive the benefit of the Services and this Agreement (including to use any Deliverables), such licence carrying the right to grant sub-licences.
- 14.3 Subject to Clause 14.1, the Consultant agrees that any IPR arising from or created by the Consultant during the course of providing the Services or carrying out the Agreement shall vest in the Employer and the Consultant hereby assigns the same to the Employer absolutely with full title guarantee (including any copyright) free from encumbrances. The assignment either takes effect on the Effective Date or immediately on the coming into existence of any such IPR.
- 14.4 The Consultant agrees to obtain waivers of all moral and other rights, execute all documents and to do any other things reasonably necessary to perfect the rights set out this Clause 14.

## **15. Governing Law and dispute resolution**

- 15.1 This Agreement shall be governed by and construed in accordance with English law. The English courts shall have jurisdiction over any dispute or difference that may arise.
- 15.2 Notwithstanding any other term of this Agreement, each Party shall be entitled to refer any dispute under or in connection with this Agreement to adjudication at any time. Any adjudication shall be carried out in accordance with the TeCSA Adjudication Rules from time to time in force and either Party may apply to TeCSA for nomination of an adjudicator by the Chairman of TeCSA.

## **16. Miscellaneous**

- 16.1 This Agreement contains the complete, entire and exclusive agreement and understanding between the Parties as to the subject matter of the Agreement and supersedes all prior agreements, commitments, representations, writings and discussions between them in relation to the subject

matter of the Agreement (including but not limited to any non-disclosure agreement entered into in relation to the Services).

- 16.2 Should any Clause or part of this Agreement be null and void, voidable or ineffective, all the remaining provisions shall remain valid and enforceable, unless the said invalidity or ineffectiveness are such as to cause substantial prejudice to the rights and obligations (considered as a whole) of the Parties. In place of replaceable, inadmissible or invalid provisions, there shall apply a legally admissible and valid one which serves the economic purpose intended by the Parties to the greatest possible extent.
- 16.3 The obligations set forth in the Clauses concerning the Definitions; Interpretation; Liability; Assignment; Notifications; Confidentiality; Intellectual Property Rights; Compliance; Governing Law and Dispute Resolution; and Miscellaneous, along with all disclaimers, waivers, exclusions and limitations of the Parties' liability, shall survive the expiry or termination of this Agreement.
- 16.4 Further, the expiry or termination of this Agreement shall not affect provisions that expressly provide they will operate after any such expiry or termination or which of necessity must continue to have effect after such expiry or termination, notwithstanding that the provisions themselves do not expressly provide for this.
- 16.5 Except as otherwise expressly provided in this Agreement, a Party's omission to exercise, or a delay in exercising, any of its rights, powers or remedies under the Agreement on a specific occasion shall not operate as a waiver, nor shall any single or partial exercise of any rights, powers or remedies prevent that Party from exercising such rights, powers or remedies in accordance with the provisions of this Agreement on another occasion, including a subsequent corresponding occasion. A waiver of a breach of this Agreement shall not be deemed to be a waiver of any subsequent breach. Any review, inspection, approval, expression of satisfaction, acceptance, payment, attendance at tests, acknowledgement or the like, by the Employer, whether written or otherwise, or the performance by the Employer of its own tests and examinations, shall not relieve the Consultant from any liability or obligation under this Agreement.
- 16.6 Subject and without prejudice to Clause 10, the Parties to the Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person other than the Consultant or the Employer or in the case of any indemnity that is expressly stated to cover any Affiliate of a Party, any such Affiliate. This will not affect any right or remedy of a third party that exists or is available apart from such Act.
- 16.7 The Employer shall be entitled to retain or set-off amounts based on claims of the Employer and/or sums owed by the Consultant under or in connection with this Agreement.