Client Services Agreement

Master terms for grant funding, capital raising and business advisory services

Novos Ventures · novosventures.com · hello@novosventures.com

DRAFT TEMPLATE – NOT LEGAL ADVICE

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This Client Services Agreement is made on [date] between Truway Sunergy Ltd, trading as Novos Ventures, a company registered in Ireland (CRO No. 577016), whose registered office is at [registered office address] ("Novos Ventures", "we", "us"); and [Client legal name], [company number], of [address] ("the Client").

1. Services

1.1 Novos Ventures will provide the services described in the Statement of Work or engagement letter agreed with the Client (the "Services"). Each Statement of Work forms part of this agreement.

1.2 The Services may include: grant research and eligibility checks; preparing and reviewing grant applications; investor readiness reviews; preparing pitch and funding materials; and introductions to investors and funding partners.

1.3 Novos Ventures will perform the Services with reasonable skill and care. Unless stated otherwise in writing, timelines are estimates.

2. No guarantee of funding

2.1 Decisions on grants, investment and other funding are made solely by the funder or investor. Novos Ventures does not guarantee that any application will succeed, that any investor will invest, or any amount or timing of funding.

2.2 Novos Ventures does not provide legal, tax, accounting or regulated investment advice. Novos Ventures does not provide any service that requires authorisation by the Central Bank of Ireland [unless stated in a Statement of Work and Novos Ventures holds the relevant authorisation].

3. Client responsibilities

3.1 The Client will provide accurate, complete and up-to-date information and documents on time, and will tell Novos Ventures promptly of any change.

3.2 The Client is responsible for reviewing and approving every application, statement and document before it is submitted, and for the truth of its contents.

3.3 The Client is responsible for meeting the terms of any grant or investment it receives, including reporting and repayment obligations.

4. Use of AI tools

4.1 Novos Ventures may use AI tools (including Claude by Anthropic) to research grants and draft documents. All AI-assisted content is reviewed by Novos Ventures and must be approved by the Client before submission. Documents are labelled in our CRM as AI-generated, AI-edited or manual.

5. Fees and payment

5.1 Fees are set out in the Statement of Work: [fixed fee / hourly rate / success fee / retainer]. Fees are exclusive of VAT, which is added at the applicable rate.

5.2 Invoices are payable within [__] days of the invoice date. Novos Ventures may suspend the Services if an invoice is unpaid after a reminder.

5.3 Where a success fee applies, it is payable on [award / first drawdown / completion of investment] and is calculated as set out in the Statement of Work.

5.4 Third-party costs (for example translation, certification or filing fees) are charged at cost if approved by the Client in advance.

6. Confidentiality

6.1 Each party will keep the other party's confidential information confidential and use it only for this agreement. This does not apply to information that is public, already known, independently developed, or required to be disclosed by law.

6.2 With the Client's approval, Novos Ventures may share Client information with funders, grant bodies and investors for the purpose of the Services.

7. Intellectual property

7.1 On full payment, the Client owns the final deliverables prepared specifically for it. Novos Ventures keeps ownership of its templates, methods, know-how and tools, and may reuse general know-how.

8. Data protection

8.1 Each party will comply with the GDPR and the Data Protection Acts 1988 to 2018. Where Novos Ventures processes personal data on the Client's behalf, the Data Processing Agreement applies. Our Privacy Policy is at novosventures.com.

9. Liability

9.1 Nothing limits liability for fraud, death or personal injury caused by negligence, or any liability that cannot be limited by law.

9.2 Novos Ventures is not liable for loss of profits, loss of funding or opportunity, or any indirect or consequential loss.

9.3 Novos Ventures' total liability under this agreement is limited to the fees paid by the Client in the [__] months before the claim.

10. Term and termination

10.1 This agreement starts on the date above and continues until terminated. Either party may terminate on [__] days' written notice.

10.2 Either party may terminate immediately if the other commits a material breach not remedied within [__] days of notice, or becomes insolvent.

10.3 On termination the Client pays for Services performed up to the termination date. Success fees remain payable for funding obtained from an application or introduction made during the agreement, within [__] months after termination.

11. General

11.1 Entire agreement. This document (with any schedule or order form) is the whole agreement between the parties on its subject and replaces any earlier discussions.

11.2 Changes. Any change must be agreed in writing (email is enough) by both parties.

11.3 Assignment. Neither party may transfer this agreement without the other party's written consent, which will not be unreasonably withheld.

11.4 Notices. Notices must be in writing and sent by email to the address given by each party (for Novos Ventures: hello@novosventures.com) or by post to the registered office.

11.5 Severability. If any part of this agreement is found invalid, the rest remains in force.

11.6 No partnership. Nothing in this agreement creates a partnership, joint venture or employment relationship.

11.7 Third parties. No one other than the parties has any right to enforce this agreement.

11.8 Counterparts and e-signature. This agreement may be signed electronically and in counterparts.

11.9 Governing law. This agreement is governed by the laws of Ireland and the courts of Ireland have exclusive jurisdiction.

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Signed for and on behalf of
Truway Sunergy Ltd t/a Novos Ventures

Signature: _____
Name: _____
Title: _____
Date: _____

Signed for and on behalf of
[Client legal name]

Signature: _____
Name: _____
Title: _____
Date: _____

Template prepared for review. Text in [square brackets] must be completed or confirmed. This document is not legal advice; have it reviewed by a solicitor qualified in Ireland before use. This is a draft version. Novos Ventures accepts no responsibility or liability for the use of this template.

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