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TEMPLATE

Engagement *Letter*

Version 6, 15 October 2026 · Review draft · Read with the Terms of Business, Version 10

[Date]
[Founder name]
[Company name]
[Company address]

Dear [Founder first name],

Thank you for choosing Stratworth. Following your Founder Discovery Session, this letter records the Plan we have recommended, what we have agreed to work on together and the commercial details of your engagement.

1. Your engagement

Client	[Company name]
Founder / principal contact	[Founder name]
Recommended Stratworth Plan	[Essentials / Advisory+ / Exit Programme / Bespoke]
Start date	[Date]
Minimum term	Six months
Monthly fee	[£___] [plus VAT if applicable]
Minimum Plan commitment	[£___ – six monthly Plan fees] [plus VAT if applicable]
Founder Discovery credit	[£495 / Not applicable]
First Plan payment	[£___ after Discovery credit / £___ if not applicable]
Subsequent monthly payments	[£___] [plus VAT if applicable]
Payment	[Monthly in advance by recurring payment / As agreed]
Maximum aggregate liability	£100,000 per engagement, subject to section 9 and applicable law
Terms of Business	Version 10 (15 October 2026)

2. Introduction

Introduced to Stratworth by: [Name / firm / Not applicable]

Introduction arrangement: [No referral remuneration / Stratworth will pay the introducer £___ / Stratworth will pay the introducer ___% of fees received / Other: ___ / Not applicable]

Where Stratworth pays an introduction or referral fee, this does not increase the fees payable by you to Stratworth unless expressly stated above.

3. What you want to achieve

Based on our Discovery work, the principal outcomes we have agreed to work towards are set out below. They give our conversations direction, but they are not guaranteed outcomes and may evolve as your circumstances and priorities change.

- [Priority / objective 1]
- [Priority / objective 2]
- [Priority / objective 3]

4. What we have agreed to work on

Stratworth will provide founder-to-founder strategic and consultative business advice. Our role is to share experience, challenge thinking, identify issues and options, and help you make informed decisions about your business.

Our initial focus will be:

- [Agreed focus / workstream 1]
- [Agreed focus / workstream 2]
- [Agreed focus / workstream 3]

Your Plan includes: [insert advisory time, Strategy Days if applicable, quarterly reviews, Stratworth Vault access and any other services included in the recommended Plan] .

The scope can evolve by agreement as the engagement develops. Any material additional work or change in fees will be agreed with you before it is undertaken.

5. Your SCALE2SELL® journey

During the first six months, we will work through the staged SCALE2SELL® journey using the Stratworth Vault, Toolkits, Executive Dashboard and Quarterly Readiness Reviews. The framework provides a structured process to assess and strengthen business resilience, management readiness, transferability and attractiveness for a possible future succession, ownership transition or sale. Our conversations and priorities remain focused on your business. SCALE2SELL® is a structured strategic advisory programme. It is not a business valuation, a buyer introduction service or a guarantee of a successful sale.

The process may identify weaknesses or risks that already existed, including factors affecting perceived business value or saleability. Identifying those matters does not, of itself, mean Stratworth caused them. We will discuss material findings and recommendations with you, and you decide whether and how to implement changes.

Where the engagement continues beyond Month 6, the Executive Dashboard and Readiness Radar continue on a quarterly rhythm and our advisory work follows the priorities identified together.

6. Nature of our advice and outcomes

Stratworth undertakes to deliver the agreed advisory services with reasonable care and skill. The programme is designed to help prepare and strengthen a business; it does not guarantee an increase in business value, a buyer, buyer interest, a particular valuation, a completed sale, succession or other commercial outcome. Market conditions, third parties and other factors outside Stratworth's control may affect these outcomes.

Our work may include growth, business value, management readiness, succession and exit, depending on the priorities and scope agreed above. You remain responsible for deciding whether, when and how to act on our advice and for the commercial decisions you make. This does not remove Stratworth's responsibility to exercise reasonable care and skill.

Our engagement does not include regulated financial or investment advice, legal, tax or accounting advice, formal business or share valuations, transaction execution, capital raising, buyer or investor introductions, brokerage or corporate-finance services. Where specialist advice is required, you should obtain it from an appropriately qualified professional.

7. Working together

Nik Spencer will personally lead your advisory work. Sessions will be arranged by agreement and are subject to availability. We ask that you provide reasonably complete and accurate information, make appropriate people available where needed, complete reasonable preparation and tell us if circumstances or priorities materially change.

Our relationship works best as an open and confidential founder-to-founder conversation. We will challenge assumptions where useful and share relevant experience, while recognising that final commercial decisions remain yours. We may record material assumptions, recommendations, decisions and progress through Discovery and quarterly reviews.

Management-team or leadership sessions will take place only where they form part of the agreed Plan or scope, or where we separately agree them.

8. Fees and minimum term

The commercial details of your Plan are shown in section 1. Where this engagement has a six-month minimum term, you are committing to the full six-month programme and all six monthly fees are payable whether or not you use all services, advisory time, reviews or materials available.

Where a client proceeds to an eligible Stratworth Advisory Plan within 30 days of their paid Founder Discovery Session, the £495 Discovery fee already paid will be credited against the first Plan payment. The six-month Plan commitment remains unchanged, but the credit reduces the outstanding amount payable under that commitment. The Discovery fee will not be charged again. Where VAT applies to the Discovery fee or to a Plan payment, the credit and any related VAT adjustment will be handled in accordance with applicable tax rules.

All fees are stated in pounds sterling. Stratworth Advisory Ltd is not currently registered for VAT, and no VAT is charged at present. If Stratworth Advisory Ltd becomes VAT registered, VAT will be added to fees where required by law, at the applicable rate, as set out in the Terms of Business.

Each month of the staged SCALE2SELL® journey is released following receipt of the relevant monthly payment. If payment is overdue or fails, Stratworth may pause new releases, Vault access and advisory services until the account is brought up to date. A pause does not cancel or reduce the minimum-term payment commitment.

After the minimum term, the Plan continues monthly until cancelled before the next billing date. Separately agreed work outside scope will be discussed and agreed before additional fees are incurred.

9. Limit of liability

Subject to liabilities that cannot lawfully be limited or excluded, Stratworth Advisory Ltd's total aggregate liability arising out of or in connection with this engagement, whether in contract, negligence or otherwise, shall not exceed £100,000 across all claims relating to this engagement. This is a ceiling, not an automatic payment, and does not relieve a claimant of proving a valid claim and recoverable loss.

10. Terms of Business

This Engagement Letter should be read together with Stratworth Advisory Ltd's Terms of Business, Version 10 (15 October 2026), in force when you accept this engagement. Those Terms form part of our agreement and cover payment, the SCALE2SELL® journey, advisory sessions, the Stratworth Vault, intellectual property, confidentiality, data protection, referrals, liability and ending or suspending an engagement.

If there is any inconsistency, this Engagement Letter will apply only to the specific commercial details of this engagement. Otherwise, the Terms of Business apply in full. By signing below, you confirm that you have received, read and agree to this Engagement Letter and the Terms of Business.

11. Acceptance

We look forward to working with you.

Best regards,

Nik Spencer

Founder | Stratworth Advisory Ltd

Accepted for and on behalf of [Company name]

Name: [Full name] Position: [Position]

Signature: _____ Date: _____

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