



DATED

CONTRACTOR ENGAGEMENT AGREEMENT

FOR THE PROVISION OF SERVICES

between

THE CLIENT

and

THE CONTRACTOR

and

ICONTRACT VENTURES LIMITED





Parties

- (1) The client being the person who booked the Contractor to provide the services of the Individual through the iContract platform (**Client**)
- (2) The contractor being entity booked by the Client to prove the services of the Individual and identified as “company” in relation to the Individual on the iContract platform (**Contractor**)
- (3) iContract Ventures Limited registered in England & Wales with number 10096501 and with a registered office situated at Wework, 119 Marylebone Road, London, England, NW1 5PU (**iContract**)

Background

- (A) The Client has agreed to engage the Contractor to provide the Services and were introduced through iContract’s client and contractor matching platform at <https://www.icontract.co.uk/>
- (B) The Client has agreed to directly engage the Contractor and iContract is party to this agreement solely in relation to its entitlement to commission in relation to the fees to be paid by the Client to the Contractor and for the other purposes expressly stated as for the benefit of iContract in this agreement and for no other purpose. iContract is not a provider of agency workers and does not provide the Contractor to the Client nor undertake any obligation to either the Client or the Contractor save as expressly set out herein.

Agreed terms

1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

Capacity: as agent, contractor, director, employee, owner, partner, shareholder or in any other capacity.

Client Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Client or Group Company or its or their customers and business contacts, and any equipment, keys, hardware or software provided for the Contractor or the Individual's use by the Client during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Contractor Company or the



Individual on the computer systems or other electronic equipment of the Client, the Contractor or the Individual during the Engagement.

Commencement Date: the date of commencement stated in the Engagement Specifications.

Confidential Information: information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client or any Group Company for the time being confidential to the Client or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or any Group Company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, including (but not limited to) information that the Contractor or the Individual creates, develops, receives or obtains in connection with this Engagement.

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

Engagement: the engagement of the Contractor by the Client on the terms of this agreement.

Engagement Specification: the specification for the terms of the Engagement of the Contractor by the Client as set out in the Client's "My Contracts" section of the iContract platform and the "Book this Candidate section on the iContract platform.

Factor: means Sonovate Limited (registered in England & Wales with number 07500445) or such other factoring, invoice discounting or other receivables financier as iContract may nominate (if any) to assign the benefit of all and any sums due to the Contractor and/or iContract by the Client.

Group Company: the Client, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time.

holding company: has the meaning given in clause 1.6.

Individual: the person named as the candidate in the Client's "Book this Candidate" section on the iContract platform.

Intellectual Property Rights: patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply



for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Contractor or by the Individual in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Services: the services to be provided to the Client by the Contractor and described in the Engagement Specification.

subsidiary: has the meaning given in clause 1.6.

Termination Date: the date of termination of this agreement, howsoever arising.

Timesheets: means the time recording portal supplied by the Factor or such method of time recording as is agreed in writing between the Client and iContract so as to record the amount of time expended by the Contractor in the provision of the Services;

UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Contractor or the Individual in connection with the provision of the Services.

- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement



contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) as a nominee.

2. Commencement and Term of engagement

- 2.1 The Client shall engage the Contractor and the Contractor shall make available to the Client the Individual to provide the Services on the terms of this agreement.
- 2.2 The Engagement shall be deemed to have commenced on the Commencement Date and shall continue unless and until terminated as provided by the terms of this agreement.
- 2.3 By no later than the commencement of the Engagement, the Client shall submit the details of the engagement of the Contractor by the Client onto the iContract platform through the “My Contract”, “My Application” sections and by clicking on “Book and Complete” having entered the day rate to be paid to the Contractor and the commencement date and termination date.

3. Duties and obligations

- 3.1 During the Engagement the Contractor shall, and (where appropriate) shall procure that the Individual shall:
 - (a) provide the Services with all due care, skill and ability;
 - (b) unless the Individual is prevented by ill health or accident, devote the time specified in the Engagement Specification to the carrying out of the Services together with such additional time if any as may be necessary for their proper performance; and
 - (c) promptly give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services.
- 3.2 If the Individual is unable to provide the Services due to illness or injury, the Contractor shall advise the Client of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.
- 3.3 The Contractor may, with the prior written approval of the Client and subject to the following proviso, appoint a suitably qualified and skilled substitute to perform the Services instead of the Individual (“Acceptable Alternative”), provided that the



Acceptable Alternative may, as a condition of the Client's consent, be required to enter into direct undertakings with the Client, to assume the obligations of the Individual under this agreement. If the Client accepts the Acceptable Alternative, the Contractor shall continue to invoice the Client in accordance with clause 4 and shall be responsible for the remuneration of the Acceptable Alternative.

- 3.4 If an Acceptable Alternative is appointed, the provisions relating to sub-processor obligations in clause 8 will apply
- 3.5 The Contractor Company shall use its reasonable endeavours to ensure that the Individual is available at all times during normal business hours on reasonable notice to provide such assistance or information as the Client may require.
- 3.6 Unless specifically authorised to do so by the Client in writing:
 - (a) neither the Contractor nor the Individual shall have any authority to incur any expenditure in the name of or for the account of the Client; and
 - (b) the Contractor shall not, and shall procure that the Individual shall not, hold itself out as having authority to bind the Client.
- 3.7 The Contractor shall, and shall procure that the Individual shall, comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Client any unsafe working conditions or practices.
- 3.8 The Contractor shall procure that the Individual shall comply with the Client's policies on social media, use of information and communication systems, anti-harassment and bullying, no smoking, dress code, substance misuse and such other workplace policies notified by the Client to the Contractor which are in force from time to time at the relevant place of performance of the Services and which are of general application to the other Contractors, contractors and employees of the Client.
- 3.9 The Contractor may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:
 - (a) the Client will not be liable to bear the cost of such functions; and
 - (b) at the Client's request the third party shall be required to enter into direct undertakings with the Client, including with regard to confidentiality.
- 3.10 The Contractor shall, and shall procure that the Individual shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) comply with the Client's ethics and anti-bribery and anti-corruption policies if supplied to the Contractor, in each case as the Client may update them from time to time (**Relevant Policies**);
- (d) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 3.10(b), and will enforce them where appropriate;
- (e) promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Contractor or the Individual in connection with the performance of this agreement;
- (f) immediately notify the Client if a foreign public official becomes a shareholder, officer or employee of the Contractor or acquires a direct or indirect interest in the Contractor (and the Contractor warrants that it has no foreign public officials as officers, employees or direct or indirect shareholders at the date of this agreement);
- (g) ensure that all persons associated with the Contractor or other persons who are performing services in connection with this agreement comply with this clause 3.10; and
- (h) The Contractor shall provide such supporting evidence of compliance with this clause 3.10 as the Client from time to time may reasonably request.

3.11 Failure to comply with clause 3.10 may result in the immediate termination of this agreement.

3.12 For the purpose of clause 3.10, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of clause 3.10, a person associated with the Contractor Company includes but is not limited to any Acceptable Alternative for the Individual.

3.13 The Contractor Company shall, and shall procure that the Individual shall:

- (a) not engage in any activity, practice or conduct which would constitute either:



- (i) a UK tax evasion facilitation offence under section 45(1) of the *Criminal Finances Act*; or
 - (ii) a foreign tax evasion facilitation offence under section 46(1) of the *Criminal Finances Act 2017*;
 - (b) comply with the Client's anti-facilitation of tax evasion policy Contractor if supplied by the Client to the Contractor as the Client may update it from time to time;
 - (c) have and shall maintain in place throughout the term of this agreement such policies and procedures as are reasonable in all the circumstances to prevent the facilitation of tax evasion by another person (including without limitation employees of the Contractor and any Acceptable Alternative), in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017;
 - (d) promptly report to the Client any request or demand received by the Contractor Company or the Individual from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this agreement;
 - (e) ensure that all persons associated with the Contractor or other persons who are performing services in connection with this agreement comply with this clause 3.13; and
 - (f) The Contractor shall provide such supporting evidence of compliance with this clause 3.13 as the Client from time to time may reasonably request.
- 3.14 Failure to comply with clause 3.13 may result in the immediate termination of this agreement.

4. Fees and Time Sheets

- 4.1 The Client shall pay the Contractor the fee specified in Engagement Specification plus VAT. The Client hereby consents to the assignment to the Factor by the Contractor and iContract of the amounts due to them from the Client under this agreement and each of the Contractor and iContract hereby assign such rights to such receivables to the Factor (subject to clause 4.10).
- 4.2 The Contractor hereby agrees that iContract shall be entitled to receive a commission payment ("iContract Commission") (subject to clause 4.10) such that the amount payable by the Customer shall be the Fees payable to the Contractor plus the applicable iContract Commission. The amount of the iContract Commission shall be an amount equal to 5% (plus VAT) of the fees payable to the contractor without invoice factoring, or 8% (plus VAT) of the fees payable to the contractor if invoice factoring is included, or otherwise as individually agreed in writing before engagement.



- 4.3 Subject to clause 4.10, the contractor and the Client agrees to the submission of signed Timesheets by the Contractor through iContract's chosen method in respect of the Services for work done by the Contractor and agrees that it may be electronically invoiced by the Factor for the Services and shall pay such invoices to the Factor in accordance with the Client Payment Terms.
- 4.4 The contractor shall submit the timesheet on a weekly basis and the payment shall be made every fortnightly according to clause 4.4.1 to 4.4.6 if no invoice factoring facility was arranged.
- 4.4.1 The Contractor shall submit timesheet approved and signed by the client on a weekly basis by latest Monday in the following week.
- 4.4.2 In the event that the Client disputes the hours/days claimed by the Contractor, the Customer must notify the Contractor before the expiry of the time period otherwise required for the approval of Timesheets and shall act in good faith to the Contractor and provide evidence of the amount of time worked by the Contractor on the Services.
- 4.4.3 In the event that the Client is dissatisfied with the work undertaken by the Contractor, it shall remain obliged to verify the Timesheet submitted (unless it also does not agree with the claim for time in which case clause 4.5 shall apply) but shall proceed in accordance with the provisions of clause 4.8.
- 4.4.4 The contractor or the contractor's legal entity including umbrella company or limited company shall submit invoice on a fortnight basis, on the 15th and in the last calendar day of the month.
- 4.4.5 Any invoice submitted on or before the 15th of the calendar month will be paid in the last calendar day of the month.
- 4.4.6 Any invoice submitted on or before the last day of the calendar month will be paid on the 15th of the following month, or prior working if 15th falls into weekends or national holiday.
- 4.5 The client shall be invoice by iContract on a fortnight basis, on the 15th and on the last calendar day of the month.
- 4.5.1 If the client has not passed the criteria for invoice factoring service provided by iContract or chose not to use the invoice factoring service provided by iContract,



iContract shall charge the client an upfront deposit equivalent to 2 full week of the contractor's pay in advance. The deposit is fully refundable on completion of the contract.

- 4.5.2 The client will be invoiced every fortnightly, on the 15th and the last day of the calendar month on a 5 days payment term.
- 4.6 If the client delays payment specified in clause 4.4 and 4.5, both the client and the contractor will be notified by iContract immediately.
- 4.7 If the client delays payment for more than 5 business days, iContract shall terminate this agreement and to pause the engagement from the contractor immediately.
- 4.8 The Client shall be entitled to deduct from the fees (and any other sums) due to the Contractor Company any sums that the Contractor or the Individual may owe to the Client or any Group Company at any time but the iContract Commission shall be calculated prior to any such deduction.
- 4.9 If the Client, acting reasonably, believes that the provision of the Services is unsatisfactory the Client may terminate the Agreement by notifying the Contractor. The Contractor shall make such reduction to the Fees as is reasonable in the circumstances
- 4.10 Deduction in full or in part of the fees claimed under clause 4 or any expenses claimed under clause 5 shall be without prejudice to any claims or rights of the Client or any Group Company against the Contractor Company or the Individual in respect of the provision of the Services.
- 4.11 If invoice factoring facility is arranged for the client, the client payment term will differ accordingly to the invoice factoring provider's terms. However, the contractor will be paid in the same time schedule as specified in clause 4.4.

5 Expenses

The Client shall reimburse all reasonable expenses properly and necessarily incurred by the Contractor or the Individual in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment.

6 Other activities

Nothing in this agreement shall prevent the Contractor or the Individual from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:



- 6.4.1 such activity does not cause a breach of any of the Contractor's obligations under this agreement;
- 6.4.2 the Contractor shall not, and shall procure that the Individual shall not, engage in any such activity if it relates to a business which is similar to or in any way competitive with the business of the Client or any Group Company without the prior written consent of the Client; and
- 6.4.3 the Contractor shall give priority to the provision of the Services to the Client over any other business activities undertaken by it during the course of the Engagement.

7 Confidential information and Client property

- 7.4 The Contractor acknowledges that in the course of the Engagement it and the Individual will have access to Confidential Information. The Contractor has therefore agreed to accept the restrictions in this clause 7.
- 7.5 The Contractor shall not, and shall procure that the Individual shall not (except in the proper course of its or his duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party any Confidential Information. This restriction does not apply to:
 - 7.5.1 any use or disclosure authorised by the Client or required by law; or
 - 7.5.2 any information which is already in, or comes into, the public domain otherwise than through the Contractor's or the Individual's unauthorised disclosure.
- 7.6 At any stage during the Engagement, the Contractor will promptly on request return to the Client all and any Client Property in its or the Individual's possession.

8 Data protection

- 8.4 The Client will collect and process information relating to the Individual in accordance with the privacy notice to be supplied to the Contractor prior to the Commencement Date.
- 8.5 The Contractor and the Client acknowledge that for the purposes of the Data Protection Legislation and in relation to the performance of the Services in relation to any data processing by the Contractor, the Client is the data controller and the Contractor Company is the data processor.
- 8.6 The Contractor and the Client will comply with the Data Protection Legislation.

- 8.7 The Contractor shall, and shall procure that the Individual shall, in relation to any persona data (as defined in the Data Protection Legislation) (Personal Data) processed in connection with the Engagement:
- 8.7.1 Process that Personal Data only on written instructions of the Client.
 - 8.7.2 Keep the Personal Data confidential.
 - 8.7.3 Comply with the Client's data protection policy.
 - 8.7.4 Comply with the Client's reasonable instructions with respect to processing Personal Data.
 - 8.7.5 not transfer any Personal Data outside of the European Economic Area without the Client's prior written consent.
 - 8.7.6 Assist the Client at the Client's cost in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators.
 - 8.7.7 Notify the Client without undue delay on becoming aware of a Personal Data breach or communication which relates to the Client's or Contractor's compliance with the Data Protection Legislation.
 - 8.7.8 At the written request of the Client, delete or return Personal Data and any copies thereof to the Client on termination of the Engagement unless required by the Data Protection Legislation to store the Personal Data.
 - 8.7.9 Maintain complete and accurate records and information to demonstrate compliance with this clause 8.4 and allow for audits by the Client or the Client's designated auditor.
- 8.8 The Contractor shall ensure that it has in place appropriate technical or organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.
- 8.9 The Client agrees that any Acceptable Alternative appointed under clause 3.3 is a third-party processor of Personal Data under this agreement. The Contractor confirms that it will procure, if so required by the Client, that any Acceptable Alternative shall enter into a written agreement with the Client, which incorporates terms which are substantially similar to those set out in this clause 8. The Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 8.



8.10 The Contractor shall have personal liability for and shall indemnify the Client and any Group Company for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by the Contractor, the Individual or an Acceptable Alternative engaged by the Contractor of the Data Protection Legislation.

9 Intellectual property

9.1 The Contractor warrants to the Client that it has obtained from the Individual a written and valid assignment of all existing and future Intellectual Property Rights in the Works and the Inventions and of all materials embodying such rights and a written irrevocable waiver of all the Individual's statutory moral rights in the Works, to the fullest extent permissible by law, and that the Individual has agreed to hold on trust for the Contractor any such rights in which the legal title has not passed (or will not pass) to the Contractor.

9.2 The Contractor hereby assigns to the Client all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Contractor holds legal title in these rights and inventions on trust for the Client.

9.3 The Contractor undertakes to the Client:

- 9.3.1 to notify to the Client in writing full details of all Inventions promptly on their creation;
- 9.3.2 to keep confidential the details of all Inventions;
- 9.3.3 whenever requested to do so by the Client and in any event on the termination of the Engagement, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its or the Individual's possession, custody or power;
- 9.3.4 not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Client; and
- 9.3.5 to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Client,

and confirms that the Individual has given written undertakings in the same terms to the Contractor.

9.4 The Contractor warrants that:

- 9.4.1 it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
- 9.4.2 it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
- 9.4.3 the use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe the rights of any third party,

and confirms that the Individual has given written undertakings in the same terms to the Contractor.

9.5 The Contractor agrees to indemnify the Client and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Client, or for which the Client may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Contractor to the Client during the course of providing the Services.

9.6 The Contractor acknowledges that no further remuneration or compensation other than that provided for in this agreement is or may become due to the Contractor in respect of the performance of its obligations under this **clause 9**.

9.7 The Contractor undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the Client and at any time either during or after the Engagement, as may, in the opinion of the Client, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of the Client and to defend the Client against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works. The Contractor confirms that the Individual has given written undertakings in the same terms to the Contractor.

10 Contractor Liability

10.1 The Contractor Company shall have liability for and shall indemnify the Client and any Group Company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Contractor or the Individual or any Acceptable Alternative engaged by it of the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services.

11 Termination

- 11.1 Early termination: either the contractor or the client can terminate the contract with one week's notice by providing written notification to all 3 parties.
- 11.2 Notwithstanding the provisions of clause 2.2, the Client may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the Contractor (other than in respect of amounts accrued before the Termination Date) if at any time:
- 11.2.1 the Contractor or the Individual or any Acceptable Alternative commits any gross misconduct affecting the Business of the Client or any Group Company;
 - 11.2.2 the Contractor or the Individual or any Acceptable Alternative commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Client;
 - 11.2.3 the Individual or any Acceptable Alternative is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
 - 11.2.4 the Contractor or the Individual or any Acceptable Alternative is, in the reasonable opinion of the Client, negligent or incompetent in the performance of the Services;
 - 11.2.5 the Individual or any Acceptable Alternative is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
 - 11.2.6 the Contractor makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Contractor;
 - 11.2.7 the Individual is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 30 days in any rolling 12 week period;
 - 11.2.8 the Individual does not own all of the issued share capital (from time to time) of the Contractor;



11.2.9 the Contractor or the Individual or any Acceptable Alternative breaches the obligations contained in clause 3.13 to clause 3.14;

11.2.10 the Contractor or the Individual or any Acceptable Alternative commits any breach of the Client's policies and procedures; or

11.2.11 the Contractor or the Individual or any Acceptable Alternative commits any offence under the Bribery Act 2010.

11.3 The rights of the Client under **clause 11.1** are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Contractor as having brought the agreement to an end. Any delay by the Client in exercising its rights to terminate shall not constitute a waiver of these rights.

12 Obligations on termination

On the Termination Date the Contractor shall, and shall procure that the Individual shall:

12.1.1 immediately deliver to the Client all Client Property and original Confidential Information which is in its or his possession or under its or his control;

12.1.2 subject to the Client's data retention guidelines, irretrievably delete any information relating to the Business of the Client or any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of the Client. This obligation includes requiring any Acceptable Alternative to delete such data where applicable. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and

12.1.3 if so requested by the Client, provide a signed statement that it or he has complied fully with its or his obligations under this **clause 12**, together with such evidence of compliance as the Client may reasonably request.

13 Relationship and Status of the Parties

13.1 The relationship of the Contractor (and the Individual) to the Client will be that of independent contractor and nothing in this agreement shall render it (nor the Individual) an employee, worker, agent or partner of the Client and the Contractor



shall not hold itself out as such and shall procure that the Individual shall not hold himself out as such.

13.2 This agreement constitutes a contract for the provision of services by the Contractor and not a contract of employment and accordingly the Contractor shall be fully responsible for and shall indemnify the Client or any Group Company for and in respect of:

13.2.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Individual in respect of the Services, where such recovery is not prohibited by law. The Contractor shall further indemnify the Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Client's negligence or wilful default;

13.2.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual or any Acceptable Alternative against the Client arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Client.

13.3 The Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Contractor save that the Client shall not be entitled to deduct more than the amount which after such deduction would leave the payment due to the Contractor of less than the aggregate amount of the iContract Commission and the Factor's fees calculated on the amount prior to deduction and which amounts shall be paid in full by the Client and receivable in full from the Factor prior to any surplus being paid to the Contractor.

13.4 The Contractor warrants that it is not nor will it prior to the cessation of this agreement, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

13.5 The Contractor and the Client acknowledge and agree that iContract is party to this agreement solely for the purposes of taking the benefit of the express rights given to in this agreement.

13.6 The Client acknowledges and agrees that:

13.6.1 iContract does not operate an employment business or agency business;



13.6.2 the Services are provided direct by the Contractor to the Client;

13.6.3 iContract does not provide the services of the Contractor or the Individual and does not control nor is in any way responsible for the provision of the Services or the manner in which they are provided nor in any way responsible for the acts or omissions of the Contractor, the Individual or any Acceptable Alternative.

13.7 The Contractor and the Client acknowledge and agree that:

13.7.1 no warranty or representation is given by iContract as to the suitability of the Contractor in providing the Services or otherwise;

13.7.2 the content of the Contractor's profile and details of experience on the iContract website are the product of the Contractor alone; and

13.7.3 this agreement is in the standard form supplied by iContract and that iContract provides no warranty or gives any representation or has provided (or is under any duty to provide) any of the Client or the Contractor with any advice as to the suitability of this agreement for their respective purposes and each such party has independently assessed the form and suitability of this agreement for their respective purposes.

13.8 The Contractor acknowledges and agrees that the iContract Commission is iContract's reward for its work in providing the iContract platform to the Contractor and matching the Contractor with the Client and facilitating the invoicing and payment system described in this agreement.

13.9 The Client acknowledges and agrees that any Transfer Fee payable by the Client under clause 17 is iContract's reward for its work in providing the iContract platform to the Client and matching the Contractor with the Client.

14 Notices

14.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

14.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

14.1.2 sent by email to the contact email addresses specified beside the relevant party's name on their page on the iContract platform.



- 14.2 Any notice or communication shall be deemed to have been received:
- 14.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 14.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting [or at the time recorded by the delivery service]; or
 - 14.2.3 if sent by email at the time of transmission, unless, in such case, such deemed receipt would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), in which case deemed receipt will occur at 9.00 am on the day when business next starts in the place of deemed receipt (and, for the purposes of this clause 14.2, all references to time are to local time in the place of deemed receipt).
- 14.3 This clause 14 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15 Entire agreement

- 15.1 This agreement constitutes the entire agreement between the parties and any Group Company and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Client's engagement of the Contractor.
- 15.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 15.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 15.4 Nothing in this clause shall limit or exclude any liability for fraud.

16 Variation

- 16.1 Subject to clause 16.2, no variation of this agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).



16.2 The Client and the Contractor may vary this agreement in writing but only to the extent that such variation does not affect the rights or obligations of iContract under this agreement and any purported variation which does affect the rights of iContract under this agreement shall not have effect on or be binding on iContract whose rights and obligations shall remain as stated in this agreement unless the contrary is agreed in writing by iContract.

17 Transfer Fee and Re-engagement of Contractor

17.1 If, after the termination, for any reason whatsoever, of this agreement the Client at any time within the period of 180 days commencing from the date of effective termination re-engages the Contractor (or the Individual or any Acceptable Substitute) in any capacity whatsoever, then the following provisions of this clause 17 shall apply. For the purposes of this clause 17, references to the “Client” shall be deemed to include each Group Company and references to the “Contractor” shall be deemed to include the Individual and any Acceptable Alternative.

17.2 If the Client re-engages the Contractor in any capacity other than through the iContract platform and invoiced as provided for by this agreement (and in respect of which re-engagement iContract will become entitled to receive the iContract Commission) and whether or not invoiced via the Factor) then the Client shall be liable to pay to iContract a Transfer Fee.

17.3 The Transfer Fee payable by the Client shall be:

17.3.1 If the Client re-engages the Contractor in any capacity other than as a permanent employee of the Client, a monthly amount payable during the period of re-engagement equal to 5% plus VAT (exclude invoice factoring), or 8% plus VAT (include invoice factoring) of the gross fees (excluding VAT) payable to the Contractor and payable on the 20th day of the subsequent calendar month;

17.3.2 If the Client re-engages the Contractor as a permanent employee of the Client, an amount equal to 8% plus VAT of the gross annual salary payable to the Contractor such Transfer Fee to be paid within 10 business days of the commencement of such re-engagement of the Contractor.

18 Counterparts

This agreement may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

19 Third party rights

19.1 Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

19.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

20 Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

21 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).