MPI Limited

UMBRELLA COMPANY TERMS AND CONDITIONS OF BUSINESS (2021)

A. The Company has agreed with MPI (the Company and MPI each a "Party" and together the "Parties") to provide the Individuals to provide the Services to the Client.

B. MPI wishes to engage the Company to provide the Services to the Client and the Company has agreed to make the Individuals available to provide the Services on these terms and conditions.

C. The Company is the employer of the Individuals and holds a separate employment contract with the Individuals it supplies to MPI to perform the required Services.

D. The Company is directly responsible for those Individuals it supplies and they are supplied as independent contractors, workers or employees of the Company and are not employees or workers of MPI.

E. MPI acts as an employment business (as defined in the Conduct of Employment Agencies and Employment Businesses Regulations 2003) (the "Regulations") for the purposes of this Agreement.

1 DEFINITIONS AND INTERPRETATION

1.1 The following words shall, unless the context otherwise requires, have the following meanings:

Agreement	these terms and conditions of business, which shall include each applicable Order;
Assignment	the provision of Services by the Company for any period, as detailed in the Orders;
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Client	the company identified as such in an Order;
Commencement Date	the date identified as such in an Order
Company	the company identified as such in an Order
Confidential Information	any information (whether in oral, written, electronic or any other form) relating to: (i) the existence of this Agreement and its terms; and (ii) a Party, [or a member of its Group,] or any of that Party's businesses, assets, employees, customers or suppliers [(or those of its Group companies)] which the other Party may acquire directly or indirectly from, or in the course of, dealings relating to this Agreement, save for any information that was already in the public domain prior to the date of such Party's acquisition of such information;
Control	the power to directly or indirectly control the composition of the board of directors or other managing body of a person, or the direct or indirect possession of more than half of the voting equity share capital of a person;
Equipment	any plant, machinery or tools provided by MPI in connection with the Services utilised by the Individuals;
Force Majeure	circumstances beyond a Party's reasonable control, including acts of God, civil disturbance, fire, flood, storm, riot, acts of war or terrorism, strikes (other than strikes by such Party's employees or its subcontractor's employees), lockouts or other industrial disputes;
[Group	in relation to a company, that company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of that holding company];
Individuals	those individuals provided by the Company to perform the Services for and on behalf of MPI and as named in the Order.
Insolvent	a company is insolvent if: (a) it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (b) it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with its winding up (being a company);

(d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed over it (being a company);

(e) the holder of a qualifying floating charge over its assets (being a company) has become entitled to appoint or has appointed an administrative receiver;

(f) a person becomes entitled to appoint a receiver over its assets or a receiver is appointed over its assets;

(g) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (a) to (f) above (inclusive); or

(h) it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

Intellectual Property Rights patents, rights to inventions, copyright and related rights, all other rights in the nature of copyright, rights in computer software (including source code, object code, screen displays and user interfaces), trademarks and service marks, business names and domain names, rights in get-up (including in layout, displays, graphics and look and feel) and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, 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;

ITEPA 2003 Income Tax (Earnings and Pensions) Act 2003 as amended from time to time;

Key Contractor any individual, company or firm which at the Termination Date provides services to MPI or any person, firm or company involved in a formal tender, proposal or presentation with a view to providing services to MPI;

MPI M.P.I. Limited (Registered No: 2746209 whose registered office is at International House, The Chase, Foxholes Business Park, Hertford, Herts, SG13 7NN

Normal Working Hours has the meaning set out in Clause 5.1(a);

Order the documents which set out the details of the Services and the commercial terms of the Assignment;

Services the services described in an Order which are to be provided by the Individuals to the Client on behalf of MPI;

Site the Client's place of business as set out in an Order; and

Valid Opt-Out means written notification from the Company and the Individual provided by that Company in accordance with Regulation 32(9) of the Regulations.

1.2 In this Agreement:

1.2.1. unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa;

1.2.2. a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts;

1.2.3. a reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); and

1.2.4. Clause headings shall not affect the interpretation of these terms and conditions and references to Clauses shall mean Clauses as set out in this Agreement.

1.3 This Agreement shall not give rise to a contract of partnership, agency or employment between the Company and MPI or MPI and any Individual.

2 THE SERVICES

2.1 By supplying the services of Individuals who commence the provision of the Services, the Company agrees to and accepts these terms and conditions, together with any Order as being the only terms and conditions governing arrangements between MPI and the Company in relation to the Services.

2.2 MPI engages the Company to provide Individuals to perform the Services at the Site and the Company agrees to provide those Individuals to perform the Services in accordance with the relevant Order and these terms and conditions.

2.3 In the event of any conflict or inconsistency between the terms set out herein and the terms of any Order, the terms of the Order shall prevail.

2.4 The Company is solely responsible for the use of or engagement by the Company of any one or more intermediaries in supplying the Services to MPI, and shall obtain MPI's prior written consent before the use of any such intermediaries.

2.5 Nothing in this Agreement shall transfer the ownership of any of MPI's or the Client's Intellectual Property Rights to the Company or the Individuals. All Intellectual Property Rights created in the course of providing the Services to a Client and any deliverables provided to MPI and/or the Client shall be the absolute property of and shall vest and remain vested in the Client.

2.6 To the extent that any of the Intellectual Property Rights created in the course of providing the Services and any deliverables do not automatically vest in the Client by operation of applicable law, the Company hereby assigns, and shall procure that the Individuals shall assign, including by way of future assignment of Intellectual Property Rights with full title guarantee all right, title and interest in such Intellectual Property Rights and any deliverables to the Client, and shall do all things necessary and execute any and all documents and instruments required to perfect such assignment.

3 COMMENCEMENT AND DURATION

Each Assignment shall be for the term set out in the relevant Order and shall commence on the date set out in the Order and will continue thereafter save that the Assignment may be terminated at any time by either Party in accordance with these terms and conditions.

4 COMPANY'S WARRANTIES

4.1 The Company warrants and undertakes that:

4.1.1. it has full authority to enter into this Agreement and for the Individuals to provide the Services and that doing so will not amount to a breach by the Company or the Individuals of any contract or binding

4.1.2. agreement (whether written or oral) to which they are a party;

4.1.3. it is and shall for the continuance of this Agreement remain lawfully and properly constituted and incorporated as a company in accordance with the Companies Act 2006 and shall upon request at any time during the continuance of this Agreement provide the Company with a copy of its certificate of incorporation, proof of VAT registration and any other documentation or information the Company may reasonably require;

4.1.4. it shall supply Individuals who have the right to work lawfully in the UK. The Company acknowledges the fact that MPI shall be entitled to refuse the appointment of any Individual which, in its sole opinion, does not comply with this Clause 4.1.(c);

4.1.5. on the commencement of the Assignment, it shall notify MPI of any previous assignments on which the Individual supplied to provide the Services has worked in the previous 6 weeks for the Client which involved the same or similar activities to the Services; and

4.1.6. the Company shall refer to MPI for its consideration any requests for information or any complaints or disputes relating to the Company's (or any Individual's) entitlements under the Agency Worker Regulations 2010.

4.2 The Company acknowledges and agrees that to the extent that Chapters 7 and 9 of the ITEPA 2003 apply to the provision of the Services by the Individual the obligation to treat for income tax purposes all income received by the Individual rests with the Company.

4.3 The Company further acknowledges that the Individuals are subject to the right of supervision, direction or control of the Client.

4.4 The Company acknowledges that its services are supplied as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Individuals (including the payment of taxation and social security contributions) shall fall upon and be discharged wholly and exclusively by the Company. If any person (including but not limited to HMRC) should seek to establish any liability or obligation upon MPI or the Client on the grounds that the Individual is an employee or worker of MPI or the Client, the Company shall indemnify MPI and keep MPI as the case may be, indemnified in respect of any such liability or obligation and any related costs, reasonable expenses or other direct losses which MPI shall incur including but not limited to any liability arising from a finding that the Individuals are subject to the supervision, direction or control of MPI or the Client.

4.5 The Company further warrants that:

4.5.1. it will treat the Individuals supplied to MPI by the Company as falling within the scope and application of the Company's PAYE and NICs system for all receipts including monetary payments and any benefits and, so far as required by legislation, payments made in relation to expenses. The Company is obliged to calculate and pay the income tax (PAYE) and NIC due from and in respect of the Individuals supplied to MPI and warrants that it will do so by way of automatic deduction from the fees owed by the Company to

the Individual;

4.5.2. it will comply with its obligations under the National Minimum Wage Act 1998 and any statutory instruments issued pursuant to that Act (together "the National Minimum Wage legislation") and in particular will ensure that any deductions in respect of the individual(s)' expenditure in connection with his/their employment is subtracted from the total remuneration in accordance with regulation 32 of the National Minimum Wage Regulations 1999 for the purposes of calculating the individual(s)' remuneration for the purposes of the National Minimum Wage legislation;

4.5.3. it has not, and undertakes that it will not, without MPI's prior written consent, enter into an employment contract providing for pay between assignments pursuant to Regulation 10 of the Agency Workers Regulations 2010;

4.5.4. it will comply with the Income Tax (Pay as You Earn) Regulations 2003 ("the PAYE Regulations") and any amending legislation that may be issued from time to time;

4.5.5. it will ensure that each Individual who is supplied to perform services shall have the right to carry out such services in the United Kingdom; and

4.5.6. it will supply to MPI such details and at such intervals as MPI may from time to time request (including copies of reports) in relation to the reports it has made to HMRC in accordance with its obligations under the real time reporting system and any reports it has made which include an Individual who does not fall within the scope of that system.

5 COMPANY'S OBLIGATIONS

5.1 During the continuance of an Assignment, the Company shall:-

5.1.1. procure that the Individuals provide the Services for such working hours (not including travel time to or from the Site or any lunch break taken by the Individual) and at such times as set out in the Order ("Normal Working Hours");

5.1.2. procure that the Individuals provide the Services for such additional hours outside Normal Working Hours as may be agreed between MPI and the Client from time to time;

5.1.3. procure that any such Individual shall attend an interview with the Client's representative(s) if required by the Client;

5.1.4. procure that the Individuals provide such information as may be requested by MPI (in writing) relating to the provision of the Services and the business structure under which the Services are provided to the Client;

5.1.5. procure that the Individuals perform the Services with all due skill, care and ability and at least to the standard expected of a specialist contractor;

5.1.6. provided that the Individual remains employed by the Company, shall use reasonable efforts to procure that the Individual does not (unless otherwise permitted in writing by MPI) during the continuance of this Agreement provide the same type of services as or services similar to the Services to or for the benefit of any person, firm, company or other organisation who or which competes with MPI;

5.1.7. not, and ensure that the Individuals do not, bind MPI or the Client to any contract or agreement or pledge the credit of MPI or the Client for any purpose;

5.1.8. procure that all Individuals obey all lawful and reasonable directions and instructions (within the scope of the Services) of both MPI and the Client;

5.1.9. procure that the Individuals co-operate with the Client's staff and accept the direction, supervision and control of any responsible person in the Client's organisation;

5.1.10. procure that the Individuals conform to such hours of work as are laid down by the Client from time to time; and

5.1.11. procure that the Individuals obey and comply with the Client's health and safety rules, regulations and procedures in force from time to time and take all reasonable steps to safeguard their own safety and the safety of any other person who may be present or affected by their actions and report to MPI any unsafe working conditions or practices.

5.2 At the end of each week in which the Individuals provide Services to the Client, the Company shall procure that the Individuals shall deliver to the Company and send a copy to MPI a time sheet duly completed which indicates the number of hours worked by the Individuals during the preceding week (or lesser period) and which is signed by an authorised representative of the Client.

5.3 If the Company is unable for any reason to supply an Individual to perform the Services or attend the Site the Company shall inform MPI as soon as it becomes aware that it cannot supply an Individual, and in any event at least one hour before the scheduled commencement of the Assignment or shift. For the avoidance of doubt, no fee shall be payable in accordance with Clause 7 or otherwise in respect of any period during which the Services are not being provided.

5.4 The Company may, with the prior written approval of MPI, provided that the appointment by the Individual complies with Clause 5.3, and subject to the following proviso, appoint a suitably qualified and skilled substitute to perform the Services instead of another Individual. If MPI accepts the substitute, the Company shall continue to invoice MPI in accordance with Clause 5.2 for their services and shall be responsible for the remuneration of the substitute and all references in this Agreement to an Individual shall also apply to any approved substitute as applicable.

5.5 The Company acknowledges that MPI may on 24 hours' notice notify the Company of a change in Assignment or shift of the Individuals supplied by the Company. The Company shall, as soon as practicable on receipt of such notification, inform the Individuals of the revised Assignment. For the avoidance of doubt, the Company understands and accepts that if MPI does notify the Company on 24 hours' notice of a change in Assignment and the Individual does not perform as requested, the Company shall not be entitled to any fee under Clause 7 in respect of the time spent not performing the Services under either the original Assignment or as revised by the notification given to them in accordance with this Clause.

5.6 The Company shall, if requested by MPI, provide a copy of the employment contract between the Company and the Individual.

6 DATA PROTECTION

6.1 Within this Clause 6 "GDPR" means the General Data Protection Regulation (EU 2016/679) or any successor to it under English Law, and "Data Controller", "Data Processor", "Data Subject", "Personal Data", and "Processing" shall have the same meanings as in the Data Protection Directive and "Processed" and "Process" shall be construed in accordance with the definition of Processing.

6.2 The Company agrees where there is lawful basis to MPI holding and processing data relating to each Individual for legal, personnel, administrative and management purposes and in particular to the processing of any Sensitive Personal Data or Special Category Data (as defined in the GDPR) relating to the Individual including, as appropriate:

6.2.1. information about the Individual's physical or mental health or condition in order to monitor sick leave and take decisions as to the Individual's fitness for work; or

6.2.2. the Individual's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; or

6.2.3. information relating to any criminal proceedings in which the Individual has been involved for insurance

6.2.4. purposes and in order to comply with legal requirements and

6.2.5. obligations to third parties.

6.3 Where Personal Data is Processed by MPI (referred to in this Clause as the "Data Processor"), its agents, sub-contractors or staff under or in connection with this Agreement as a Data Processor, it shall and shall procure that its agents, sub-contractors and staff shall:

6.3.1. only Process the Personal Data in accordance with instructions from the Company (referred to in this Clause as the "Data Controller"), which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Data Controller to the Data Processor from time to time);

6.3.2. implement and ensure that its agents, sub-contractors and staff implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from unauthorised or unlawful Processing or accidental loss, destruction or damage to Personal Data and to the nature of the Personal Data which is to be protected;

6.3.3. Process the Personal Data in accordance with all applicable laws ("Data Protection Legislation") and not do or permit anything to be done which might cause the Data Controller in any way to be in breach of the Data Protection Legislation;

6.3.4. co-operate as requested by the Data Controller to enable the Data Controller to comply with any exercise of rights by a Data Subject under the Data Protection Legislation in respect of Personal Data processed by the Data Processor under this Agreement or comply with any assessment, enquiry, notice or investigation under the Data Protection Legislation which shall include the provision of all data requested by the Data Controller within the timescale specified by the Data Controller in each case;

6.3.5. not process the Personal Data in any country outside the European Economic Area without the prior written consent of the Data Controller; and

6.3.6. cease Processing the Personal Data immediately upon the termination or expiry of this Agreement and as soon as possible thereafter, at the Data Controller's option, either return, or delete from its systems, the Personal Data and any copies of it or of the information it contains and the Data Processor shall confirm in writing that this Clause has been complied with in full.

6.4 Any requests for information pursuant to regulation 16 of the Agency Workers Regulations 2010 must be addressed to MPI by the Individual(s) personally. MPI will not respond to requests by the Company.

7 THE COMPANY'S FEES

7.1 In consideration for the Company supplying Individuals to provide the Services to the Client, MPI shall pay to the Company a fee for each hour/day during which an Individual provides the Services:

7.1.1. during Normal Working Hours; and

7.1.2. outside Normal Working Hours;

at the rate agreed between MPI and the Company and set out in the Order. The fees due under this Clause will be

paid to the Company irrespective of whether MPI is paid by the Client in respect of the Services.

7.2 Payment of the fees shall be made by MPI upon receipt of approved hours/days from the Client.

MPI Agrees to:

7.2.1 issue self-billed invoices for all Services made to the Client by the Contractor during the term of this Agreement;

7.2.2 complete self-billed invoices showing the Contractor's name, address and VAT registration number, together with all the other details which constitute a full VAT invoice;

7.2.3 make a new self-billing agreement in the event that their VAT registration number changes; and

7.2.4 inform the Contractor if the issue of self-billed invoices will be outsourced to a third party (such as an accounting bureau).

The Contractor agrees:

7.2.5 to accept invoices raised by MPI on their behalf during the term of this Agreement;

7.2.6 not to raise sales invoices for the transactions covered by this Agreement; and

7.2.7 to immediately notify MPI in writing if the Contractor:

(i) changes its VAT registration number; or

(ii) ceases to be VAT registered;

(iii) ceases to trade, or intends to cease to trade, sells or transfers the Contractor's business, or part of its business

7.3 MPI reserves the right to withhold all or any part of a payment due hereunder if at any time:

7.3.1 MPI or the Client are not satisfied with the standard of the Services to which the payment relates;

7.3.2 MPI reasonably disputes all or part of any invoice submitted by the Company; or

7.3.3. the Company or an Individual causes damage to the property of MPI or the Client and fails to make good such damage.

7.4 [MPI shall not withhold all or part of any payment due under this Clause on any of the grounds set out in regulation 12 of Regulations. The Parties acknowledge that nothing in regulation 12 of the Regulations shall affect MPI's rights under 7.3 (c) above.

7.5 The Company will not invoice MPI and MPI shall not be liable to pay any fees to the Company for hours rendered rectifying any defective work and the Company shall, where requested by MPI rectify any such defective work free of charge.

7.6 MPI shall be entitled to deduct from the fees due to the Company any sums that the Company may owe to MPI at any time in respect of the relevant Individual. In cases where MPI exercise their right to set off or deductions of funds, MPI will send sufficient funds to the Company to ensure that the Company meets its National Living Wage obligations at the prevailing rate for time worked.

7.7 Without prejudice to any other rights and remedies MPI may have, the Company accepts that MPI may make lawful deductions from the fees for all reasonable costs arising from any damage or destruction to Equipment incurred as a result of the actions or omissions of Individuals during the course of providing the Services.

8 EXPENSES

8.1 MPI shall reimburse the Company only such reasonable travelling, hotel and other expenses properly and necessarily incurred by the Individuals supplied by the Company in connection with the Services and as have been authorised in writing by MPI prior to being incurred subject to:

8.1.1. the Company providing MPI with all original vouchers, receipts or other evidence of actual payment; and

8.1.2. the Company making such a claim within 45 days of the expense being incurred.

8.2 Unless expressly agreed, the Company shall be responsible for all expenses incurred by the Individuals in relation to the Services and the Company hereby agrees to pay all expenses which are incurred by MPI on behalf of the Company at the Company's request and approval. Any such expenses which are incurred by MPI but which are not paid by the Company or which relate to items requested and approved by the Company or an Individual but subsequently not used or cancelled by the Company or an Individual (without providing adequate notice to MPI), may be deducted by MPI from the Company's fees, in respect of the relevant Individual, in accordance with Clause 7.6.

9 CONFIDENTIAL INFORMATION

9.1 Each Party ("Receiving Party") shall treat as strictly confidential and shall use solely for the purposes contemplated by this Agreement all Confidential Information of the other Party ("Disclosing Party").

9.2 With the exception of any Confidential Information which:

9.2.1. has come into the public domain through no fault of the Receiving Party;

9.2.2. is required to be disclosed by law or by any legal or regulatory authority in connection with any claim, action or other dispute related to this Agreement or otherwise; or

9.2.3. is received by the Receiving Party from other third parties who hold it without restriction on disclosure, the Receiving Party shall hold and continue to hold in confidence any and all Confidential Information which it receives from the Disclosing Party and shall use

at least the same degree of care to prevent the unauthorised use and/or disclosure of such Confidential Information as it uses to protect its own Confidential Information. Notwithstanding the foregoing, the Receiving Party may only disclose any of the Dis closing Party's Confidential Information to such of its directors, officers, employees and professional advisers and those of its Group as is strictly necessary for the purposes of this Agreement and shall procure that such persons are aware of and shall comply with the terms of this Clause as if they were the Receiving Party and the Receiving Party shall be responsible for and remain fully and primarily liable to the Disclosing Party in respect of any breaches of this Agreement by any such persons.

9.3 Notwithstanding the termination of this Agreement for whatever reason, the obligations and restrictions in this Clause 9 shall continue for five years after the date of such termination.

9.4 On termination of this Agreement, each Party shall return or destroy (at the other Party's option) Confidential Information of the other Party, within thirty (30) days of the termination of the Agreement and provide written confirmation to the other Party once this has been completed.

9.5 [MPI shall have the right to refer to the Company as being a partner or supplier on its website or in any marketing or promotional material from time to time, subject to the Company's prior written approval of any such materials or references, together with any other press release or other materials that include the company name of the Company.]

9.6 The Company shall, and shall procure that any Individual shall, treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any third party or otherwise make use of or permit to be made use of any MPI Confidential Information on terms no less stringent than as set out in this Clause 9.

9.7 The Company shall procure that that the Individuals treat as secret and confidential and not at any time for any reason disclose or permit to be disclosed to any third party or otherwise make use of or permit to be made use of any confidential information relating to any Client's technology, technical processes, business affairs, client lists or finances, where knowledge or details of the information were received during the continuance of an Assignment and

enter into a confidentiality agreement as requested by the Client, but this restriction shall cease to apply to information which has come into the public domain other than in breach of this Clause.

9.8 All documents, manuals and Equipment provided by MPI to the Company and/or any Individuals shall remain the property of MPI.

9.9 Upon termination of an Assignment for whatever reason the Company shall immediately deliver up to MPI all documents, manuals, Confidential Information, Equipment and other materials provided to the Company or any Individuals during an Assignment, including any and all copies of the same and MPI shall be entitled to charge the Company for any items not so returned, including by way of set-off from the fees due to the Company, in accordance with the Clause 7.

10 LIABILITY

10.1 Subject to Clauses 10.2 and 10.3, MPI's total liability in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to a sum equivalent to the fees paid by MPI to the Company under this Agreement.

10.2 Subject to Clause 10.3, in no event shall MPI be liable for any indirect, special, incidental or consequential losses or damages of any nature whatsoever and such losses shall include but are not limited to any loss of profits, revenue, opportunity, business or goodwill resulting from MPI's performance or non-performance of its obligations under this Agreement.

10.3 The Parties hereby agree that nothing in this Agreement shall apply so as to exclude or restrict the liability of the Parties for death or personal injury caused by their negligence or (and also in the case of the Company) the negligence of the Individuals.

10.4 The Company shall indemnify on demand and hold harmless MPI from and against each and every claim, direct loss, liability, , reasonable cost and reasonable expense (including damages and costs reasonably incurred as a result of defending or settling a claim or action or awarded or agreed to be paid in connection therewith) arising or incurred by MPI whether direct or consequential as a result of:

10.4.1. any act or omission of the Company (or any Individual) relating to or in connection with the provision of the Services;

10.4.2. any breach by the Company under this Agreement;

10.4.3. the use of or engagement by the Company of any one or more intermediaries in supplying the Services to MPI;

10.4.4. 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;

10.4.5. any failure by the Company to assist in defending any employment-related claim or any claim based on an Individual's status brought by an Individual or any substitute provided by the Company arising out of or in connection with the provision of the Services; The Company will only be considered liable for any reasonable costs incurred after the Company has been notified by MPI of the employment related claim being raised and on the basis that the employment related claim has not resulted from an act or omission of MPI or the client.

10.4.6. any liability under the National Minimum Wage legislation;

10.4.7. a complaint by an Individual pursuant to Regulation 18 of the Agency Worker Regulations 2010; or

10.4.8. any failure on the part of the Company to comply fully with all of its obligations under ITEPA 2003 or under the PAYE Regulations.

10.5 If any third party makes a claim or demand or brings an action against, or notifies an intention to make or bring a claim, demand or action which may give rise to a liability under Clause 10.4 (in this Clause, a "relevant claim"), MPI shall:

10.5.1. as soon as reasonably practicable give written notice of the relevant claim to the Company;

10.5.2. not make any admission of liability, agreement or compromise in relation to the relevant claim (save where required by law, legislation, court order or governmental regulations) which may be prejudicial to the defence or settlement of any claim, demand or action without the Company's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed); and

10.5.3. afford all reasonable assistance to the Company for the purpose of contesting the relevant claim.

10.6 MPI may at its option satisfy the indemnities set out in this Clause 10 (in whole or in part) by way of deduction from payments due,in respect of the relevant Individual, -to the Company under Clause 7.

10.7 In the event that any Individual provided by the Company to provide Services at the Site qualifies for the right conferred by regulation 5 of the Agency Worker Regulations 2010, then in respect of any period during which any comparable employee (for the purposes of regulation 5(4) of the Agency Worker Regulations 2010) is entitled to receive a bonus payment and/ or overtime payment referable to their employment, any amount by which the Individual's standard hourly rate of pay exceeds the hourly rate of pay applicable to the comparable employee's employment shall be credited against the amount of any bonus to which the Individual may become entitled pursuant to the Agency Worker Regulations 2010 for the purpose of calculating any sum due to an Individual under the said Regulation 5. .

10.8 MPI agrees that it shall notify the Company as soon as practicable of any potential claim that it Company have in respect of any indemnity given by the Contractor under this Agreement and the MPI shall take all reasonable steps to mitigate the value of any claim it may have against the Company. The Company shall not be liable to the MPI under this Agreement to the extent any loss results from any act or omission of the MPI or any Client. Except in the event of death or personal injury caused by the negligence of the Company, or where liability cannot be excluded by law, the Company aggregate liability to the MPI under or in connection with this Agreement, whether contractual, tortious, statutory or otherwise, shall be limited to £1,000,000.00.

11 INSURANCE

11.1 The Company undertakes to MPI to take out (at its own expense) and maintain during the continuance of this Agreement, with a reputable insurance company adequate insurance to cover all of its liabilities arising out of this Agreement and any and all Assignment(s), including without limitation:

11.1.1. employer's liability insurance covering the Company's liability in relation to any personal injury sustained by any person who provides the Services on behalf of the Company in a sum of not less than **£10** million;

11.1.2. professional indemnity insurance cover in a sum of not less than **£1** million; and

11.1.3. public liability insurance cover in a sum of not less than **£5** million.

11.2 The Company undertakes and agrees to produce upon demand a copy of any insurance policy relating to the cover required under Clause 11.1 above and/or any renewal and/or any replacement thereof for inspection by MPI.

12 TERMINATION

12.1 This Agreement shall commence from the Commencement Date and shall continue unless terminated in accordance with this Clause 12.

12.2 Without prejudice to its other rights or remedies under this Agreement each Party shall have the right to terminate this Agreement immediately by written notice to the other if the other Party:

12.2.1. is in material breach of its obligations under this Agreement and either that breach is incapable of remedy, or that other Party has failed to remedy that breach within thirty (30) days after receiving written notice from the other Party requiring it to do so; or

12.2.2. is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise

12.2.3. than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction; or ceases, or threatens to cease, to carry on business; or

12.2.4. undergoes a change of Control; or

12.2.5. undergoes a sale of all or substantially all of its assets, a merger or other similar transaction.

12.3 An Assignment may be terminated:-

12.3.1. by MPI giving to the Company not less than 24 hours' notice in writing of such termination; and

12.3.2. by the Company giving MPI not less than 7 days' notice in writing of such termination.

12.4 Without limitation MPI may by notice, terminate the Assignment and any other assignments carried out by the Company with immediate

effect if the Company or an Individual shall:

12.4.1. be in material breach of any of the terms or conditions of this Agreement;

12.4.2. be, in MPI's or the Client's sole opinion, incompetent, guilty of gross misconduct or commit any serious or persistent negligence in the provision of the Services;

12.4.3. commit any act or omit to do anything that is likely to bring MPI or the Client into disrepute;

12.4.4. be 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);

12.4.5. fail or refuse to provide the Services as reasonably and properly required by MPI or the Client; or

12.4.6. enter into a compulsory or voluntary liquidation or compound with or convenes a meeting of its creditors; or has a receiver or an administrator appointed; or becomes subject to an administration order; or ceases or threatens to cease; to carry on its business; or becomes subject to any analogous event under the law of any jurisdiction.

12.5 If MPI suffers a direct loss as a result of the Company terminating an Assignment without proper notice or not carrying out the work he agreed to carry out, MPI will be entitled to recover that loss from the Company on an indemnity basis.

12.6 MPI will inform the Client without delay and will be entitled to terminate an Assignment if it receives information which gives it reasonable grounds to believe that the Company or any Individual is unsuitable to provide the Services.

13 EFFECT OF TERMINATION

13.1 Upon the termination or expiry of this Agreement:

13.1.1. each Party shall promptly return any property of the other which it has in its possession or control (including the Confidential Information as set out in Clause 9); and

13.1.2. the Clauses as set out in this Agreement which expressly or by implication intend to continue in force on or after such termination or expiry including but not limited to Clause 6 (Data Protection), 9 (Confidentiality), 10 (Liability), 13 (Effect of Termination), 14 (Post Termination Restrictions), 15 (Audit) and 17 (General) shall not be affected and shall continue in force.

14 POST TERMINATION RESTRICTIONS

14.1 Following termination of an Assignment the Company shall not, and shall ensure that any Individuals do not, hold itself or themselves, out as being in any way connected with MPI, the Client or their respective businesses.

14.2 The Company shall not and provided that the Individuals remain employed by the Company, shall use reasonable efforts to procure that any Individuals shall not at any time during the continuance of an Assignment or for the period of 6 months from the date on which an Assignment terminates ("the Termination Date") without the prior written consent of MPI consultant or contractor of (where appropriate) any other person, firm, company or organisation directly

14.2.1. directly approach to intentionally solicit or entice away from MPI or endeavour to solicit or entice away the custom of the Client; nor

14.2.2. in the event that the Company has opted out of the Regulations only, deal with or provide the same type of services as the Services to the Client; nor

14.2.3. directly approach to intentionally solicit or entice away from MPI or endeavour to solicit or entice away from MPI any person who was on the Termination Date a director or a senior employee of MPI; nor

14.2.4. directly approach to intentionally solicit or entice away from MPI or endeavour to solicit or entice away from MPI any Key Contractor; nor

14.2.5. endeavour to interfere with the terms on which any Key Contractor provides services to MPI.

14.3 The Parties acknowledge and agree that the restrictions set out in Clause 14 are fair and reasonable in the circumstances and that if any one or more or any part of such restrictions shall be rendered or judged invalid or unenforceable such restriction or part shall be deemed to be severed from this Agreement and such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining terms and conditions of this Agreement.

14.4 The Company shall procure that all Individuals shall enter into an agreement with the Company in order for them to place him, her or it under the same restrictions as those in Clause 14 above except that any reference to the Company shall become a reference to such person, firm or company.

15 AUDIT

15.1 The Company shall keep detailed, up-to-date, accurate and complete records of all financial records relating to this Agreement.

15.2 MPI may, at its own expense, upon no less than thirty (30) Business Days' prior written notice to the Company, have the right to request an audit once every 12 months and for 12 months after the term of this Agreement, solely for the purposes of verifying the accuracy of any financial report or statement issued by the Company under this

Agreement. The appointment and selection of the independent auditor will be agreed between the Parties.

15.3 Such audit shall be in respect of a retrospective period of no more than 12 months from the date of request, take place during regular business hours, and not unduly disrupt the Company.

15.4 If any such audit undertaken in accordance with this Clause 15 reveals any underpayment or overpayment, appropriate reconciliation shall be made either in the next payment due to the Company in accordance with the payment provisions in Clause 7 or within thirty (30) days from discovery (whichever is the earlier).

16 FORCE MAJEURE

16.1 If either Party is delayed or prevented from complying with its obligations under this Agreement by an event of Force Majeure then the requirement to comply with those obligations shall be suspended to the extent that performance is delayed or prevented by that event.

16.2 Each Party shall take all reasonable steps to prevent, avoid, overcome and mitigate the effects of an event of Force Majeure.

16.3 If the suspension continues for more than thirty (30) days then either Party may terminate this Agreement immediately by notice in writing to the other Party. If the suspension comes to an end during that notice period the notice of termination shall immediately be extinguished and ineffective, the Agreement continuing as if it had never been served.

17 GENERAL

17.1 This Agreement together with any and all Order(s) constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. No variation of this Agreement shall be effective unless it is in writing and signed in manuscript by the Parties or their authorised representatives.

17.2 Nothing in this Agreement shall be deemed to constitute or imply any partnership, agency, joint venture or fiduciary relationship of any kind between any of the Parties and neither of the Parties has, nor shall represent that it has, any authority to make any commitments on the other Party's behalf.

17.3 All notices to be served in connection with this Agreement shall be validly served on either Party if posted or delivered or faxed to the addresses and fax numbers as set out above, or as otherwise set out in the Order. A correctly addressed postal notice shall be deemed to have been served 48 hours after it was dispatched first class provided the Party giving notice has proof of posting. A notice sent by fax to the correct fax numbers shall be deemed to have been served at the time of transmission. If notice is received on a non-Business Day, it shall be deemed served on the following Business Day.

17.4 Each Party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law. No Party shall have any claim for innocent or negligent misrepresentation based upon any statement in this Agreement. For the avoidance of doubt, nothing in this Clause shall limit or exclude any liability for fraud.

17.5 The failure of either Party to enforce (or delay in enforcing) at any time for any period any one or more of the terms of this Agreement shall not be a waiver of such terms or of the right of such Party at any time subsequently to enforce all terms of this Agreement.

17.6 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

17.7 Other than the Client, no other person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999.

17.8 The Company may not without the prior written consent of MPI, assign, transfer, mortgage, charge encumber, dispose of or otherwise part possession with any of its rights under this Agreement.

17.9 This Agreement shall be subject to the laws of England and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

17.10 This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts (which may be scanned copies attached to e-mail in portable document format), but shall not be effective until each Party has executed at least one counterpart.

Each counterpart shall constitute an original of this Agreement but all the counterparts together shall constitute one and the same Agreement.

Signed for and on behalf of)
MPI LIMITED) Tom Cartwright

Signed for and on behalf of) Jenna Fitzpatrick
[THE COMPANY]) Jenna Fitzpatrick