

**CONTRACT RECRUITMENT SERVICES AGREEMENT**  
**FOR THE INTRODUCTION AND SUPPLY OF CONTRACTORS AND TEMPORARY WORKERS**

**AGREEMENT REFERENCE:** TG.C.TGUK.GBP

This agreement is made on the date of the first occurrence detailed within clause 2.1 (the **"Effective Date"**)

BETWEEN:

- (1) **Trinnovo Group Limited**, a company incorporated in England and Wales with company number 11722770, and whose registered office is at 20 Westland Place, London, England, N1 7JR, along with any and all associated companies, subsidiaries, and affiliates of the parent company Trinnovo Group Ltd, including but not limited to any entity which trades as Trust in Soda, Broadgate Search or DeepRec.ai (**"Company"**), and;
- (2) The company or organisation, including any and all associated companies, subsidiaries, and affiliates of the company or organisation, to whom the Contractor and/or Worker is Introduced or who is the recipient of the Services (**"Client"**);

each of them hereinafter referred to as a **"Party"** or jointly as the **"Parties"**.

**Recitals**

- A. The Company provides contract recruitment services, which includes sourcing, introducing and supplying its workers to its clients for temporary assignments. The workers provide their work services to the client under a specific assignment via the Company. The Company engages with the workers directly and is responsible for paying the workers, and the client pays the Company for both the Company's and worker's services.
- B. The Client wishes to enter a non-exclusive services agreement with Company for the provision of such recruitment services and requires the services of the Company's workers for temporary assignments, provided in accordance with the terms and conditions described herein.

IT IS AGREED as follows:

**1. DEFINITIONS**

- 1.1. In these terms of business, incorporating the terms and conditions contained herein and its schedules, appendices, timesheets, progress reports and annexes (the **"Agreement"**), the following definitions apply:

**"Assignment"** means the Engagement of a Contractor or Worker via the Company, and is the temporary assignment period during which the Contractor is contracted to and supplied by the Company to provide a Worker to render the Assignment Services to the Client;

**"Assignment Schedule"** means the written confirmation of the Assignment details agreed between the Company and the Client, which includes but is not limited to; the identity of the Worker, the identity of the Contractor, the Start Date, the anticipated End Date, description of Assignment Services, the hourly or daily Contractor Fees payable, notice periods to terminate the Assignment, and any other necessary information;

**"Assignment Services"** means all or any part of the work or services to be performed by the Contractor or Worker detailed herein and in the schedules, for the benefit of the Client during an Assignment;

**"Conduct Regulations"** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);

**"Contractor"** means the intermediary engaged in a contract for services by the Company to carry out an Assignment for the benefit of a Client, and such intermediary engages or employs the Worker under a contract of service or contract for services, and, save where otherwise indicated, shall include any third Party to whom the provision of the Assignment Services is assigned or sub-contracted with the prior written approval of the Client;

**"Contractor Fees"** means the fees payable to the Company for the provision of a Contractor and the Worker, comprising of the fees for the Assignment Services, and the fees for the Services of the Company;

**"Data Protection Regulations"** means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation, the Data Protection Act 2018; (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679; the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy resulting from the United Kingdom leaving the European Union;

**"Direct Hire"** means any Engagement that occurs where there has been no Assignment, and such any Engagement is made within the Restricted Period;

**"Direct Hire Fee"** means a fee calculated at 30% of the Remuneration;

**"End Date"** means the anticipated final day of an Assignment, save where an Assignment is terminated early in accordance with the terms and conditions described herein, in which case, subject to the agreed Assignment notice periods, the date of termination shall become the end date;

**"Engagement"** means any engagement, employment, retention or use of the Contractor or Worker in any capacity, whether directly or indirectly by the Client or by any Third Party, on a permanent, fixed term, contract for hire, work for hire, or temporary basis, whether under a contract of

service or contract for services, under an agency, licence, franchise or partnership arrangement, or via any other engagement method, and “Engage”, “Engages” and “Engaged” shall be construed accordingly.

**“Intellectual Property Rights”** means all patents, utility models, rights to Works, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, 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.

**“Introduction”** means the provision or disclosure of any information to the Client which identifies a Contractor or Worker, whether written or oral, including without limitation, a Worker’s curriculum vitae, resume, contact information, skillset, references, availability, background, profile, experience, or any information that may be derived from same, and “Introduce”, “Introducing” and “Introduced” shall be construed accordingly;

**“Off-Payroll”** means amendments to Chapter 8; and Chapter 10, Part 2 of Income Tax (Earnings and Pensions) Act 2003;

**“Remuneration”** means the annualised anticipated total earnings in the first twelve months following a Direct Hire or Transfer for the work or services of the Contractor or Worker to be rendered to or on behalf of the Client, which includes the annual gross base salary, fees, guaranteed and/or anticipated bonus and commission earnings, allowances, sign on payments, shift allowances, location weighting and call-out allowances, and all other fees or emoluments payable to or receivable by the Worker. For the avoidance of doubt, if a Direct Hire or Transfer is based on a hourly or daily rate, the rate will be multiplied by 2080 or 260 respectively;

**“Restricted Period”** means the period of 12 months following the later of; (i) the Introduction of the Contractor or Worker to the Client, or; (ii) the termination, cessation or expiration of the Assignment; save as otherwise stated within regulation 10(5) of the Conduct Regulations where the Worker has not opted out of the Conduct Regulations and there has been an Assignment, in which case this shall mean the “relevant period” as described within the Conduct Regulations;

**“Services”** means the recruitment services and provision of labour services rendered by the Company and its employees to the Client, which includes the sourcing, Introducing and supply of Contractors and Workers to the Client for consideration for an Assignment, or the Client’s Direct Hire or Transfer of any Contractor or Worker, and for the avoidance of doubt does not include the services of the Contractor or Worker;

**“Start Date”** means the first day of an Assignment;

**“Third Party”** means any person, individual, agency, firm, company, corporate body, or any other form of entity, who is not the Client;

**“Timesheet”** means the electronic worksheet system, or other agreed time recording method as may be agreed in writing between the Parties, of verification of time worked by the Worker;

**“Transfer”** means the Client’s direct Engagement of a Contractor or Worker during an Assignment within the Restricted Period following the termination, cessation or expiration of the Assignment, where the Client wishes to remove the Company from the supply chain and enter a direct contract with the Contractor or Worker, and make direct payments to the Contractor or Worker. For the avoidance of doubt, in the event of a Transfer, the relevant Assignment shall terminate on the effective date that the Transfer occurs;

**“Transfer Fee”** means a fee calculated at 30% of the Remuneration;

**“Work Product”** means 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 or produced by the Contractor or the Worker in connection with the provision of the Assignment Services;

**“Working Day”** means any day which considered to be a standard working day, excluding public holidays, within the location in which the Assignment Services are being delivered from, and;

**“Worker”** means the employees, directors, officers, consultants, agents, workers, or representatives of the Contractor who have been Introduced to the Client by the Company to render the Assignment Services;

## 2. THIS AGREEMENT

- 2.1. This Agreement constitutes the entire agreement between the Company and the Client in relation to the subject matter hereof and are deemed to be accepted by the Client and to apply by virtue upon the earliest occurrence of: (a) the Client’s request for the Services, or; (b) an Introduction of a Contractor or Worker to the Client, or; (c) the Engagement of a Contractor or Worker or; (d) the Client’s signature at the end of this Agreement, or; (e) any other written, expressed acceptance of this Agreement. For the avoidance of doubt, this Agreement apply whether or not the Contractor or Worker is Engaged by the Client for the same type of work as that for which the Introduction was originally affected.
- 2.2. This Agreement is a framework agreement, and the Assignment Schedules shall be treated as call-off contracts to this framework agreement for each individual Assignment.
- 2.3. This Agreement shall supersede all previous agreements between the Parties in relation to the subject matter hereof, for the same described Services and shall prevail over any other terms of business or purchase conditions put forward by the Client save where expressly agreed otherwise by the Company.
- 2.4. The Client authorises the Company to act on its behalf in seeking a person to meet the Client’s requirements and the Company shall advertise for such a person through such methods as determined by the Company.

- 2.5. For the purposes of this Agreement, the Company acts as an Employment Business as defined within the Conduct Regulations.
- 2.6. For the purposes of this Agreement, should any associated companies, subsidiaries or affiliates of the named client entity within this Agreement become a recipient of the Services or Assignment Services, it is the named client entity within this Agreement who shall be solely and wholly responsible and accountable for the obligations, warranties and undertakings made herein, expressly including but not limited to sections 4, 5, 6, 7, 8, 9, 10 and 15 of this Agreement.
- 2.7. Unless the context otherwise requires, references to the singular include the plural.
- 2.8. The headings contained in these terms are for convenience only and do not affect their interpretation.
- 2.9. Any reference to legislation, statute, act, or regulation will include any revisions, re-enactments or amendments that may be made from time to time.
- 2.10. If any term or clause herein conflicts with any term or clause from within the Assignment Schedule, the term or clause within the Assignment Schedule shall prevail.
- 2.11. Save as otherwise stated in this Agreement, the Company, the Contractor, and the Worker shall be entitled to supply their services to any Third Party during the term of this Agreement provided that this in no way compromises or is not to the detriment to the supply of the Services or Assignment Services and provided there is no conflict of interest.

### 3. COMPANY OBLIGATIONS

- 3.1. The Company shall use reasonable endeavours to introduce Contractors or Workers to the Client who meet the Client's stated requirements.
- 3.2. Where the Company and the Client have agreed that the Company will supply the Client with the services of a particular Contractor and/or Worker (as is applicable), the Company shall provide the Client with an Assignment Schedule.
- 3.3. Company shall use reasonable endeavours to ensure that the Contractor enters into an agreement which contains an obligation on the Worker that:
  - 3.3.1. the Contractor and/or the Worker (as is applicable) co-operates with the Client and complies with all the Client's reasonable and lawful instructions;
  - 3.3.2. the ownership of all Work Product (of whatever nature and, if capable of registration whether registered or not) in all documents or other material and data or other information and devices or processes created by the Worker in the provision of the Assignment Services, shall vest in the Client;
  - 3.3.3. the Contractor and/or the Worker (as is applicable) keeps confidential all information clearly marked confidential or stated as such in writing by the Client obtained during the Assignment concerning the Client's organisation activities, product and business affairs.
- 3.4. During an Assignment, the Company shall enter a contract for services with the Contractor to instruct the Contractor and Worker to provide the Assignment Services to the Client. No contract shall be entered into between the Client and the Contractor or Worker, save where a Direct Hire or Transfer has occurred in accordance with section 6 of this Agreement.
- 3.5. The Company shall be responsible for making payments to the Contractor for the Assignment Services and shall be responsible for deducting any sums from the payments as may be required by law.

### 4. CLIENT OBLIGATIONS

- 4.1. The Client acknowledges and accepts that it is solely responsible for monitoring and overseeing the delivery of Assignment Services during an Assignment and shall be solely responsible for reviewing the quality of work produced by the Worker to ensure it meets the Client's required standards. The Client further acknowledges and accepts that the Company shall be in no way responsible for the monitoring or oversight of the Assignment Services, and that the Company makes no guarantee or warranty as to the quality of work produced by the Worker.
- 4.2. The Client acknowledges and accepts that the Contractor Fees payable during an Assignment are based on the time worked by a Worker, and not based on the Client's acceptance of any deliverables or the Work Product.
- 4.3. The Client undertakes to notify Company within two (2) Working Days of its intention to: Engage a Contractor or Worker Introduced by the Company, or; extend an Assignment, or; conduct a Transfer, or; conduct a Direct Hire. The Client acknowledges and accepts that a fee is due to Company in the foregoing events.
- 4.4. To enable Company to comply with its legal obligations the Client undertakes to confirm in writing to Company information including (without limitation), the date upon which the Contractor is required to commence the provision of Assignment Services; the expected duration of Assignment; the nature of and/or specifics of the services required to be provided by the Contractor and its Worker; the location/s the Contractor and its Worker is expected to deliver the Assignment Services; any experience, training, qualifications, professional body authorisations the Client requires the Worker to possess to provide the Assignment Services; any expenses payable by or to the Contractor or its Worker; and any site regulations, IT access/security/usage policies, any other procedures or policies the Client requires the Worker to adhere to and shall provide copies of any such policies/procedure to the Company.
- 4.5. The Client undertakes that it shall not, and shall not seek to cause Company to, unlawfully discriminate in relation to the Services provided by Company or the Assignment Services performed by the Worker to the Client in connection with this Agreement and shall disclose any and all information requested by Company in the event an employee of the Company, the Contractor or the Worker makes a complaint to the Company.
- 4.6. The Client warrants and undertakes that it shall comply in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate Public Liability insurance in respect of the Worker where appropriate.
- 4.7. The Client undertakes that it shall promptly inform the Company of any material change to any information or documentation previously provided in compliance with any law changes it deems appropriate to this Agreement and shall also promptly provide any other information or documentation that it considers (or ought to reasonably consider) to be materially relevant to the Assignment.



- 4.8. The Client undertakes that it shall not pass the details of any Contractor or Worker to any Third Party for the purpose of direct engagement or employment of the Contractor or Worker by such Third Party.
- 4.9. If an Assignment requires the Client to pass the details of any Contractor or Worker to any Third Party for the purpose of conducting the Assignment Services for the Client or its clients, the Client undertakes that it shall only do so with the express written consent of either the Contractor, Worker or Company.
- 4.10. Where Off-Payroll applies to the Client and the Assignment Services are in scope, Client undertakes and agrees to assess the working practices of Assignment Services to be provided during the Assignment and to issue the Company with its status determination statement ("SDS") and the reasons for the decision in writing prior to the commencement of an Assignment and to comply with statutory requirements to notify the Contractor and Worker.
- 4.11. Where Off-Payroll applies to the Client, the Client undertakes and agrees to provide any information reasonably requested at any time by the Company promptly in order to assist the Company to comply with Off-Payroll, which includes the Client's statutory obligation to, upon request by the Company, confirm its size under Off-Payroll and to notify of a change in its size.
- 4.12. The Client undertakes and agrees to notify the Company in the event of changes to information provided under clauses 4.10 and 4.11 that occur during an Assignment and reissue an SDS if working practices and conditions change.
- 4.13. Where Off-Payroll applies and the SDS determines the Contractor and Worker are not to be deemed employed and can operate as an independent contractor:
  - 4.13.1. The Client acknowledges that the Contractor shall be permitted to determine how it will provide the Assignment Services and will have the flexibility to determine the number of hours required and the times worked, to complete the Assignment Services, subject to the Contractor complying with any reasonable operational requirements of the Client. The Contractor will be at liberty to determine the location at which it will provide the Assignment Services, but where the Assignment Services are undertaken at the Client's site, the Contractor will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to the Client's site.
  - 4.13.2. The Client acknowledges that the Contractor may supply any other representative of the Contractor as a substitute to perform the Assignment Services where the Worker is unable to, for whatever reason ("**Substitute**"), provided that Company and the Client are reasonably satisfied that the Substitute has the required skills, experience, qualifications and resources to provide the Assignment Services to the required standard as determined by the Client, and the Contractor shall ensure the Substitute complies with the terms of this Agreement in the same manner as would be expected of the Worker.
- 4.14. Where the Agency Worker Regulations 2010 ("**AWR**") apply to a Worker during their Assignment, the Client undertakes that it will fully comply with its obligations as the hirer as described within the AWR and undertakes that it will provide the Company with all of the necessary information required for the Company to conduct the comparator assessment, as described within regulation 5(2) and 6 of the AWR, once the Assignment passes the 12 week qualifying period as defined within regulation 7 of the AWR. In accordance with regulation 14 of the AWR, should the Client fail to provide the required information to the Company after the Company has taken reasonable steps to obtain such information, the Client acknowledges that the Client shall become liable for any claims made by the Worker for any breach of the AWR and shall full indemnify the Company against any such claims, losses or liability.

## 5. TIMESHEETS & APPROVALS

- 5.1. At the end of each week or month, as defined within the Assignment Schedule, the Worker shall submit a Timesheet to the Client for the Client's approval.
- 5.2. Approval of the Timesheet by the Client (whether by digital acceptance in a timesheet system or in written form) is confirmation of the time worked and constitutes the Client's acceptance that the Assignment Services have been provided for the hours or days indicated in accordance with this Agreement. Failure to sign the Timesheet (or the relevant Assignment Schedule) does not waive the Client's obligation to pay the Contractor Fees in respect of the time worked.
- 5.3. The Client shall approve the Timesheet within two (2) Working Days verifying the number of hours or days worked by the Worker during the applicable Timesheet period of the Assignment.
- 5.4. If the Client is unable to approve a Timesheet produced for approval by the Worker because the Client disputes the amount of time claimed, then the Client shall notify Company within two (2) Working Days from presentation of the submitted Timesheet for verification and shall co-operate fully and in a timely fashion with Company, including providing documentary evidence of the time worked by the Worker, to enable Company to establish what periods of time, if any, the Worker had worked.
- 5.5. The Client shall not be entitled to decline to approve a Timesheet on the basis that it is dissatisfied with the work performed by the Worker. In cases of the Client's dissatisfaction of the work or Assignment Services, the Client should apply the provisions of clause 8.5 below.

## 6. TRANSFERS & DIRECT HIRES

- 6.1. In the event of a Direct Hire or Transfer, the Client undertakes that it shall:
  - 6.1.1. notify the Company in writing within two (2) Working Day of the Client's intention to do so and provide the effective date of such Direct Hire or Transfer, and;
  - 6.1.2. specify the annual or annualised gross Remuneration that the Client proposes to pay to (or for the services of) the Contractor or Worker, and;
  - 6.1.3. pay to Company the respective Direct Hire Fee or Transfer Fee within the payment terms stated in clause 7.4.
- 6.2. In the event of a Direct Hire, the Client acknowledges and agrees that where it fails to notify Company of the actual Remuneration it intends to pay the Contractor or Worker, the Company shall be entitled to base the calculation of the Direct Hire Fee on comparable market rates for similar roles.

6.3. For the avoidance of doubt, no refunds, rebates, or credits will be issued or paid by the Company in the event the Client subsequently terminates its Direct Hire or Transfer of a Contractor or Worker.

**7. CHARGES AND INVOICING**

- 7.1. The Client agrees to pay the hourly, daily or monthly Contractor Fees as notified at the commencement of the Assignment and further detailed within an Assignment Schedule. The Company's invoices for the Contractor Fees are calculated according to the number of hours or days worked by the Worker (to the nearest quarter hour). A standard working day is defined as 8 hours per day.
- 7.2. Subject to the prior written approval of the Client, the Client shall pay all reasonable business expenses incurred by the Worker in connection with the Assignment.
- 7.3. The Company shall raise and submit invoices for the Contractor Fees on either a weekly, fortnightly, or monthly basis, as defined within the Assignment Schedule. The Company's invoices for the Contractor Fees shall be paid within 7 days of the date of invoice.
- 7.4. The Company shall raise and submit invoices for a Direct Hire Fee or Transfer Fee on the effective date of any such Direct Hire or Transfer. The Company's invoices for the Direct Hire Fee or Transfer Fee shall be paid within 7 days of the invoice date.
- 7.5. Introductions of Workers are confidential. If the Client discloses to a Third Party any details regarding a Contractor or Worker which results in an Engagement with that Third Party within the Restricted Period, then the Client agrees to pay the Direct Hire Fee with no entitlement to any refund.
- 7.6. No refunds, rebates, or credits will be issued or paid by the Company for any Contractor Fees, Direct Hire Fees, or Transfer Fees paid or payable by the Client.
- 7.7. All invoices will be deemed to be accepted in full by the Client unless the Client notifies Company in writing within five (5) days of the amount the Client disputes and the reason the Client disputes that amount. In the event the Client does so notify Company that it wishes to dispute part of an invoice, the Client shall pay the undisputed part of the invoice within the payment terms of clause 7.3 or 7.4 respectively, and shall co-operate fully with Company in order to resolve the dispute as quickly as possible.
- 7.8. Value Added Tax (VAT), if applicable, shall be payable on the entirety of the Company's invoice value.
- 7.9. The Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to Company under this Agreement.
- 7.10. The Company reserves the right to charge interest on invoiced amounts overdue at 5% above the Bank of England (BOE) base rate, calculated monthly using the averaged rate for each month, from the due date until the date payment is received in cleared funds and reserves the right to charge compensation and further recovery costs relative to the actual costs incurred by the Company to recover the debt.

**8. TERM & TERMINATION**

- 8.1. The Agreement shall continue to remain effective, enforceable, presiding above any other agreements for the subject matter described herein, whether written or oral, and shall be accepted by the Parties as entirely valid unless terminated by either Party in accordance with the clauses of this Agreement.
- 8.2. This Agreement and any Assignment Schedules may be terminated by either Party by giving to the other immediate notice in the event that either the Company or the Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where the Company has reasonable grounds to believe the Client will not pay the Company's invoices within the payment terms agreed within clause 7.3 or 7.4.
- 8.3. This Agreement may be terminated by either Party for convenience by serving three (3) months' notice in writing.
- 8.4. Either Party may terminate an Assignment by providing the period of written notice specified in the Assignment Schedule. Where no Assignment Schedule has been agreed between the Parties, this period of written notice shall be no less than fourteen (14) days.
- 8.5. Notwithstanding the provisions of clause 8.4, the Client may terminate an Assignment forthwith by written notice to the Company where;
- 8.5.1. the Client reasonably believes that the Contractor or Worker has not observed any condition of confidentiality applicable to the Contractor or Worker, or has breached the Intellectual Property Rights owed to or licensed by the Client, from time to time; or

8.5.2. the Assignment Services performed by the Contractor or Worker prove unsatisfactory to the Client in the event of substantial non-performance, subject to the Client providing the Company with supporting evidence, or;

8.5.3. the Contractor or Worker does not have satisfactory security clearance to provide the Assignment Services to the Client, or the Contractor or Worker fail to obtain the relevant security clearance or fail any security checks prior to the start of the Assignment or during the Assignment, or;

8.5.4. the Contractor or Worker acted or been deemed to have acted in a fraudulent manner, subject to the Client providing reasonable proof of such incidents to the Company prior to any termination of Assignment.
- 8.6. Notwithstanding the provisions of clause 8.4, the Company may suspend or terminate an Assignment forthwith by written notice and without liability where;
- 8.6.1. the Client is in wilful or persistent breach of its undertakings, warranties or obligations under this Agreement; or

8.6.2. the Client fails to make payments within the agreed payments terms of clause 7.3, or where the Company has reasonable grounds to believe the Client will not pay the Company's invoice for the Contractor Fees within the agreed payments terms of clause 7.3; or

8.6.3. where the Contractor fails to serve to the Company any or the adequate notice of termination and ceases (or intends to cease) to provide the Assignment Services to the Client. Company shall use reasonable endeavours to provide a suitable replacement Contractor or Worker in such circumstances.
- 8.7. The Client shall inform Company in good time of any significant issues in relation to the Worker or where the Client is dissatisfied with any Worker in any respect.
- 8.8. When notice of termination of an Assignment is served by either Party in accordance with clause 8.4, payment for the period of notice shall be based on either the specified hours or days agreed and set out within the relevant Assignment Schedule or the actual hours worked by the Worker, whichever the greater. Where the Client has served notice in accordance with clause 8.4 but does not wish to

receive any further Assignment Services from the Contractor or Worker, the Client agrees to make payment to the Company for the agreed period of notice.

8.9. Following termination or expiry of this Agreement or an Assignment, howsoever arising, shall be without prejudice to the rights or remedies of Company under this Agreement or at law and will not affect any accrued rights or liabilities of the Company prior to the date of termination.

8.10. Following termination or expiry of this Agreement or of an Assignment, howsoever arising, the provisions contained within clauses 1, 2, 4.2, 4.3, 4.8, 4.12, 5.2, 5.3, 5.4, 5.5, 6, 7.1, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, 9, 10, 11, 12, 13, 15 and 17 shall continue in full force and effect.

**9. LIABILITY AND INDEMNITY**

9.1. Except as expressly provided in this Agreement, and save as required by law, this clause 9 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Client in respect of:

- 9.1.1. any breach of this Agreement;
- 9.1.2. any use made by the Client of the Services and/or the Assignment Services or any part of them; and
- 9.1.3. any representation, statement or tortious act or omission, including negligence, arising under or in connection with this Agreement.

9.2. Except as expressly and specifically provided in this Agreement:

- 9.2.1. the Client assumes sole responsibility for results obtained from the use of the Services and/or the Assignment Services by the Client, and for conclusions drawn from such use;
- 9.2.2. the Company shall have no liability for any damage caused by errors or omissions in any information, instructions or the Client data provided to Company or provided to the Worker by the Client in connection with the Assignment Services, or for any actions taken by Company or by the Worker at the Client's direction; and
- 9.2.3. all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

9.3. Save where required by law, Company shall not be liable for:

- 9.3.1. failure to perform its obligations under this Agreement if such failure results by reason of any cause beyond its reasonable control;
- 9.3.2. any acts or omissions of the Contractor or of the Worker or any failure on the part of the Contractor or Worker to render services or for any negligence (whether wilful or otherwise), dishonesty, fraud, misconduct or for lack of skill of the Contractor or Worker or if the Contractor terminates the Assignment for any reason;
- 9.3.3. any loss of profits, loss of business, depletion of goodwill and/or similar losses or pure economic loss, or for any special, indirect, or consequential loss costs, damages, charges, or expenses however arising; and
- 9.3.4. any loss or destruction or damage to any media and/or the Client Data and/or the Client property.

9.4. The Client shall indemnify and keep indemnified Company against any costs, claims or liabilities incurred directly or indirectly by Company arising out of or in connection with this Agreement including (without limitation) as a result of:

- 9.4.1. any breach of this Agreement by the Client (including its employees, subcontractors, and agents);
- 9.4.2. any breach by the Client, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting the prevention of discrimination or other inequality of opportunity); and
- 9.4.3. any claim by the Contractor and/or the Worker arising out of any injury or damage to the Contractor's property or persons, including the Worker, where the Client is found to be at fault for such claim.

- 9.5. Save where stated otherwise, the Contractor is engaged under contract for services and the Worker is not an employee of Company.
- 9.6. Nothing in this Agreement excludes the liability of the Parties for death or personal injury caused by the other Party's negligence, or for fraud or fraudulent misrepresentation.
- 9.7. Save as required by law, the sole aggregate liability of Company to the Client arising from or in connection with this Agreement shall be limited to £10,000.

**10. CONFIDENTIALITY**

10.1. Except to the extent set out in this clause 10, or where disclosure is expressly permitted elsewhere this Agreement, each Party shall treat the other Party's confidential information as confidential and not disclose the other Party's confidential information to any other person without the other Party's prior written consent.

10.2. Clause 10.1 shall not apply to the extent that:

- 10.2.1. such information was in the possession of the Party making the disclosure, without obligation of confidentiality, prior to its disclosure;
- 10.2.2. such information was obtained from a third Party without obligation of confidentiality;
- 10.2.3. such information was already in the public domain at the time of disclosure otherwise than through a breach of this Agreement;
- 10.2.4. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body; or
- 10.2.5. such information was independently developed without access to the other Party's confidential information.

10.3. The Client procures that it shall not disclose (howsoever arising) to the Contractor or Worker or any third Party, any details relating to the Contractor Fees, Direct Hire Fees, or Transfer Fees agreed in relation to this Agreement and shall take all necessary measures to prevent any such disclosure.

10.4. The Client shall not, without the prior written consent of a Director of Company, provide any information in respect of a Contractor or Worker to any Third Party whether for employment purposes or otherwise, save where reasonably necessary for the purposes of effecting an Assignment.

**11. DATA PROTECTION LEGISLATION**



- 11.1. For the purposes of this clause 11 "Data Controller", "Data Processor", "Data Subject", "Joint Controllers", "Personal Data", "Personal Data Breach", and "Process" shall carry the definitions as set out in, and will be interpreted in accordance with, the General Data Protection Regulation (EU) 2016/679. For the avoidance of doubt, Data Subject includes a Contractor and a Worker.
- 11.2. Each Party shall comply with the Data Protection Legislation. To the extent that any data or information provided by one Party to the other Party contains Personal Data, the Party deemed to be the Data Processor will: (i) process such data and information only in accordance with the Data Controller's instructions; (ii) not transmit such data and information to a country or territory outside the European Economic Area without the Data Controller's prior written consent unless at least one of the permitted derogations set out in the GDPR ; and (iii) take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate.
- 11.3. The Parties hereto acknowledge that the Company is a Data Controller in respect of the Personal Data of a Worker and provides such Personal Data to the Client in accordance with the Data Protection Legislation for the purposes anticipated by this Agreement. The Parties hereto acknowledge that the Client is a Data Controller, but the Parties hereto are not Joint Controllers, save where a specific agreement is made to that effect between the Parties hereto.
- 11.4. The Client will:
  - 11.4.1. comply with the instruction of the Company as regards the transfer/sharing of data between the Parties hereto. If the Client requires Personal Data not already in its control to be provided by the Company, the Client will set out their legal basis for the request of such data and accept that the Company may refuse to share/transfer such Personal Data where, in the reasonable opinion of the Company, it does not comply with its obligations in accordance with Data Protection Legislation;
  - 11.4.2. not cause the Company to breach any of their obligations under the Data Protection Legislation.
- 11.5. In the event the Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify the Company and will provide the Company with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information the Company reasonably requests relating to the Personal Data Breach.
- 11.6. In the event of a Personal Data Breach, the Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as the Company may request to:
  - 11.6.1. investigate and defend any claim or regulatory investigation;
  - 11.6.2. mitigate, remedy and/or rectify such breach; and
  - 11.6.3. prevent future breaches; and
  - 11.6.4. will provide the Company with details in writing of all such steps taken.
- 11.7. The Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of the Company.
- 11.8. The Client agrees it will only Process Personal Data of a Worker for the agreed purpose of the Assignment Services pursuant to this Agreement.
- 11.9. The Client will provide evidence of compliance with clause 11 upon request from the Company.
- 11.10. The Client will indemnify and keep indemnified the Company against any costs, claims or liabilities incurred directly or indirectly by the Company arising out of or in connection with any failure to comply with clause 11.

## 12. PUBLICITY

- 12.1. There may be occasions when the Company would like to make known that it has provided the Services to the Client in a particular marketplace. The Client hereby consents to the Company publicising this by whatever means it deems appropriate. For the avoidance of doubt, the Company will not disclose any confidential information about the Client's business or any particular transaction to any Third Party without the Client's prior written consent save where required by law or to Company's professional advisors.

## 13. GENERAL

- 13.1. If any provision, clause, or part-clause of this Agreement is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of this Agreement shall remain in full force and effect to the extent permitted by law.
- 13.2. Any failure by the Company to enforce at any particular time any one or more of this Agreement shall not be deemed a waiver of such rights or of the right to enforce this Agreement subsequently.
- 13.3. The Client shall not assign this Agreement without the prior written consent of the Company. For the avoidance of doubt, this restriction shall include any assignment to any subsidiary, associated company, or member of the Client's group.
- 13.4. The Client acknowledges that the Company's own staff are typically employed under a contract of employment which contains restrictions prohibiting them from working with the Company's Clients for 6 months after their employment is terminated which is an industry standard. The Client undertakes that if an ex-staff member of the Company approaches the Client during this restriction period, the Client will not allow the Company ex-staff member to provide a similar service to the Client as the Company.

## 14. NOTICES

- 14.1. Any notice required to be given under this Agreement (including the delivery of any Timesheet or invoice) shall be delivered by hand, electronic mail (e-mail) or prepaid first-class post to the recipient at its nominated email address or registered address specified in this Agreement (or as otherwise notified from time to time to the sender by the recipient for the purposes of this Agreement).
- 14.2. Notices in connection with this Agreement shall be deemed to have been given and served:
  - 14.2.1. if delivered by hand, at the time of delivery if delivered before 5.00pm on a Working Day or in any other case at 10.00am on the next Working Day after the day of delivery;

- 14.2.2. if sent by e-mail, at the time of despatch if despatched on a Working Day before 5:00pm or in any other case at 10:00am on the next Working Day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant Working Day, the authorised recipient informs the sender that the e-mail message was received in an incomplete or illegible form; or
- 14.2.3. if sent by prepaid first-class post, 48 hours from the time of posting.

**15. INTELLECTUAL PROPERTY RIGHTS**

- 15.1. All Intellectual Property Rights deriving from the provision of the Assignment Services by the Contractor or Worker for the Client during the Assignment shall belong to the Client, save such rights as may be expressly owned or retained by the Contractor and set out in Assignment Schedule to this Agreement. Accordingly, the Company shall use its reasonable endeavours to ensure that the Contractor shall execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.
- 15.2. The Company shall endeavour to procure that the Contractor does, hereby assign to the Client or to the Company for onward transfer to the Client where directed to do so, all future and foreground Intellectual Property Rights, in the Work Product, produced by the Contractor in connection with an Assignment under this Agreement, and that the aforementioned rights shall vest in and remain the property of Client throughout the world free from any interest of the Contractor, the Contractor or any Third Party.
- 15.3. The Company acknowledges and agrees, and shall procure that the Contractor acknowledges and agrees, that the Client retains ownership of all Intellectual Property Rights of whatever nature and, if registrable, whether registered or not, in the documents or other material and data and other information provided to or provided by the Contractor in relation to an Assignment. For the avoidance of doubt, the Client will not be deemed to have granted the Contractor or the Worker any licence to use the documents or other material and data or other information other than solely for the purposes of the relevant Assignment.
- 15.4. The Company will, and shall endeavour to procure that Contractor will, promptly disclose to the Client and to the Company any Work Product developed or produced by the Contractor in relation to Assignment Services provided during an Assignment.
- 15.5. The Company shall endeavour to procure the Contractor warrants that the Assignment Services provided are not in breach of the intellectual property rights of any third party.
- 15.6. All Intellectual Property Rights owned or retained by either Party prior to the Effective Date of this Agreement and which are not in relation to the Assignment Services, shall remain vested in that Party.
- 15.7. All Intellectual Property Rights deriving from the provision of the Services by the Company for the Client pursuant to this Agreement shall belong to the Company.

**16. VARIATION**

- 16.1. No variation or alteration of this Agreement will be valid unless approved in writing by the Client and the Company.

**17. APPLICABLE LAW**

- 17.1. This Agreement will be construed in accordance with English Law and the Parties submit to the exclusive jurisdiction of the Courts of England and Wales.