

## CONTRACTOR TERMS 2021 <sup>1</sup>

THIS AGREEMENT is made on the date on which it has been executed by both parties.<sup>2</sup>

IT IS AGREED:<sup>3</sup>

### 1. ACCEPTANCE OF TERMS AND CONDITIONS <sup>4</sup>

1.1. The Consultancy will be deemed to have accepted and agreed to these Terms and Conditions,<sup>5</sup> which will prevail over any other terms previously put forward between the Agency and the Consultancy.

1.2. This Agreement is made on the date on which it has been executed by both parties.<sup>6</sup>

### 2. DEFINITIONS AND INTERPRETATION <sup>7</sup>

In this agreement:<sup>8</sup>

2.1 The following terms have the following meanings:<sup>9</sup>

Agency Bee Associates Ltd. Company address: 1 Row Court, Thompsons Close,<sup>10</sup>  
Harpden, England, AL5 4ES. Company E-mail address:  
amunday@beeassociates.com. Phone number: 07595218881.

Agreement the agreement containing these terms and conditions, and its placement <sup>11</sup>

Assignment the period during which the Consultancy is engaged to provide the <sup>12</sup>  
Services to the Client

Consultancy Personnel Dive Intellect Ltd. Company address: 36 Queen Road, Chelmsford,<sup>13</sup>  
Essex, CM1 4HR. Company E-mail address:  
ad@diveintellect.com. Phone number: 077916851111.

Fees the fee that will be paid to the Consultancy in relation to the <sup>14</sup>  
Services, as set out for the Placement;

Client the Company who requests and requires the Consultancy services;<sup>15</sup>

Placement the contractual agreement between the Client and the Agency for each specific <sup>16</sup>  
Assignment for a Consultancy to provide Services as set out in the Placement form  
in the 1PS portal;

Services the Services to be provided by the Consultancy to the Client in accordance with this <sup>17</sup>

agreement for the Placement; 1

Termination the date on which this agreement terminates; 2

Timesheets the electronic time recording method or other such method to record the time 3 worked by the Consultancy as may be agreed in writing between the parties;

Working Time the contractual days of work that the Client requires the Consultancy to provide 4 the Services for the Placement

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"Subsidiary" and "Holding Company" have the definitions given by section 1159 of the Companies 6 Act

2006 (or any statutory modification or re-enactment of that Act) but for the purposes of section 7 1159(1) Companies Act 2006 a company shall be treated as a member of another company if any 8 shares in that other company are registered in the name of (i) a person by way of security (where the

company has provided the security); or (ii) a person as nominee for the company;

"Group" means the Agency and all companies which are for the time being either a Holding 9 Company

or a Subsidiary of either the Agency or any such Holding Company, and references to a Group 10 Company

shall be construed accordingly; 11

2.1 No variation or alteration to these terms and conditions shall be valid unless approved in writing 12 by a director of the Agency and the Consultancy, except where changes to the Services are necessary to comply with applicable safety and other statutory requirements.

2.2 References to the Agency throughout this agreement shall include any Group Company, if 13 applicable.

2.2 The headings to the clauses are for convenience only and shall not affect the construction or 14 interpretation of this agreement.

2.3 Any defined terms not set out above are to be given the meanings for the Placement. 15

### 3. SERVICES 16

The Agency hereby engages the Consultancy on behalf of the Client. The Consultancy hereby 17

3.1

agrees, subject to clause 4.1, to make available to the Client the Consultancy Personnel to 18

provide the Services on the terms and conditions of this agreement.<sup>1</sup>

3.2 During the term of the agreement (as set out in clause 15) for the Placement ("Term") the Consultancy shall provide the Services to the Client and such other services consistent with the Services as the Client shall from time to time require of the Consultancy.<sup>2</sup>

3.3 During the Term, the Consultancy shall provide the Consultancy Personnel (or any Substitute under clause 4.1 as the case may be) to provide the Services<sup>3</sup>

3.3.1 for the expected time (Working Time) as agreed for the Placement. The particular days on which the Services are to be provided will be mutually agreed between the parties.<sup>4</sup>

3.3.2 At the location agreed for the Placement, or in such places as necessary for the performance of the Services;<sup>5</sup>

3.3.3 With the due care, skill and ability in compliance with the Client's rules, regulations and policies and any other relevant legislation affecting or relating to the business of the Client insofar as they are applicable to the independent Consultancy;<sup>6</sup>

<sup>2</sup> 7

3.3.4 With conduct which is not detrimental to the interests of the Client and does not bring the Client into disrepute or results in loss of business or custom;<sup>8</sup>

3.4 The Consultancy shall promptly give the Agency or the Client all such information and reports as the Agency or the Client may reasonably require in connection with the provision of the Services.<sup>9</sup>

3.5 The Consultancy shall immediately disclose to the Agency any conflict of interest which arises in relation to the provision of the Services as a result of any present or future appointment, employment or other interest of the Consultancy, the Consultancy Personnel or any Substitute.<sup>10</sup>

3.6 The Consultancy may use another person, firm, company or organisation to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services, provided that the Client or the Agency will not be liable to bear the cost of such functions.<sup>11</sup>

3.7 The Consultancy agrees on its own part and on behalf of its Consultancy Personnel and any Substitute to notify the Agency immediately in writing if it should become insolvent, dissolved or subject to a winding up petition.<sup>12</sup>

#### 4. SUBSTITUTE 1

4.1 As at the date of entry into this agreement, the intention is for the Consultancy to provide the 2 Services through the Consultancy Personnel. However, the Consultancy may, if the Consultancy Personnel is unable to provide the Services for any reason, provide the Services through another person engaged by the Consultancy ("Substitute") provided that the Substitute is suitably qualified and has the appropriate skills and experience. The Consultancy shall inform the Agency of the identity and qualification of any Substitute which the Consultancy proposes to use to provide the Services.

Where the Consultancy provides a Substitute pursuant to clause 4.1 above, the 3

4.2 Consultancy shall be responsible for paying such Substitute and shall ensure that any agreement between the Consultancy and any Substitute contains obligations which correspond to the obligations of the Consultancy under the terms of this agreement.

The Consultancy shall remain responsible for the acts or omissions of any Substitute.

The Consultancy shall take all reasonable steps to avoid any unplanned changes of 4

4.3 Consultancy Personnel assigned to the performance of the Services. However, if the Consultancy is unable for any reason to perform the Services the Consultancy should inform the Client on the first day of unavailability and shall provide a Substitute in accordance with the provisions of clause 4.1.

#### 5. INVOICING - SELF -BILLING 5

5.1 This agreement incorporates a self-billing arrangement between the Agency and the 6 Consultancy. 1PS Limited ("1PS"), acting for the Agency, will prepare the Consultancy's invoice for the Services provided to the Client and will send payment of the amount of the due to the Consultancy in accordance with clause 6. Invoices will be raised in the frequency as agreed for the Placement.

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5.2 The Consultancy agrees:

to the self-billing arrangement and to accept invoices raised on the

5.2.1 Consultancy's behalf by the Agency (or 1PS, acting for the Agency) subject to Clause 6;

5.2.2 not to raise separate VAT invoices for services covered by the self-

billing arrangement; 1

5.2.3 that the contract will be produced to HM Revenue & Customs ("HMRC") if 2  
the Consultancy is asked to provide a copy by HMRC;

5.2.4 to inform the Agency and 1PS immediately if the Consultancy (1) ceases to 3  
be registered for VAT; (2) transfers or sells their business as a going concern; or  
(3) changes their VAT number; and 4

5.2.5 that the Agency remains solely liable for the payment of any debt due for 5  
services performed by the Consultancy and that 1PS, or any other third party to  
whom the self-billing arrangement is outsourced, will not have any liability under  
this contract for any debt due by the Agency to the Consultancy.

5.3 The Agency agrees: 6

5.3.1 that it (or 1PS acting on its behalf) will issue self-billed invoices for the Services 7  
performed by the Consultancy under this agreement;

5.3.2 to complete the self-billed invoices showing the Consultancy's name, address and 8  
VAT registration number, together with all the other details which constitute a full  
VAT invoice;

5.3.3 to enter into a new self-billing agreement in the event that the Consultancy's VAT 9  
registration number changes; and

5.3.4 to inform the Consultancy if (1) this self-billing arrangement is to be terminated; 10  
(2) the outsourcing of this self-billing arrangement to 1PS is terminated; or (3) the  
issue of self-billed invoices will be outsourced to another third party.

5.4 The Agency shall not be obliged to pay any Fee to the Consultancy unless an invoice has been 11  
properly submitted by the Consultancy in accordance with sub-clause 5.2 of this agreement  
and until the Client has verified the execution of the Services.

## 6. FEES 12

In consideration of the Consultancy providing the Services in accordance with clause 3, the 13  
6.1

Agency agrees to pay the Consultancy the consultancy fees and any expenses set out for the  
Placement, with any value added tax applicable, payable at the prevailing rate if applicable.

6.2 The Fees shall accrue from day to day (business days only to be included) during the month in 14  
which the Services are provided and be payable as per the payment terms agreed for the  
Placement by way of bank transfer. Payment of the Fees shall be made directly to the  
Consultancy on the Friday following the production of the invoice pursuant to clause 5.

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6.3 If it has been agreed that the Consultant will be able to recover expenses under this agreement <sup>1</sup> (as per the Placement hereto), such expenses will only be payable if the Client has approved the expenses in advance within the 1PS portal (or other method agreed) and provided that the Consultancy is able to produce such receipts or other evidence as the Agency may require. For the avoidance of doubt, payment of any such expenses will be made in accordance with clause 6.2 and will be limited to the amount of any out-of-pocket expenses properly incurred in the provision of the Services under this agreement. In addition, payment of approved expenses will be made as per the terms agreed with the agency. This may be on a 'paid when paid' basis.

6.4 The Agency shall be entitled to deduct from the Fees any sum that the Consultancy (or the <sup>2</sup> Consultancy Personnel or any Substitute) may owe to the Agency at any time if the Consultancy has approved the expenses in advance within the 1PS portal (or via email) and provided that the Agency is able to produce such receipts or invoices as the Consultancy may require.

6.5 If the Consultancy is unable to provide the Services for any reason, it shall not be entitled to <sup>3</sup> receive any Fees in respect of the period of such inability.

## 7. OTHER ACTIVITIES <sup>4</sup>

7.1 The Consultancy and the Agency (and the Client) acknowledge and accept that the Consultancy <sup>5</sup> is in business on its own account and the Consultancy shall be entitled to seek, apply for, accept and perform contracts to supply the Services to any third party during the term of the agreement, provided that this in no way compromises or is to the detriment to the performance of the Services to the Client.

7.2 Nothing in this agreement shall prevent the Consultancy, the Consultancy Personnel or any <sup>6</sup> Substitute from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation, provided that:

7.2.1 such activity does not cause a breach of any of its or their obligations under this <sup>7</sup> agreement; and

7.2.2 the Consultancy shall not and shall procure that the Consultancy Personnel and <sup>8</sup> any Substitute shall not, engage in any such activity if it relates to a business which

is similar to or in competition with the business of the Agency, without the prior <sup>1</sup>  
written consent of the Agency.

## 8. NO EMPLOYMENT OR AGENCY <sup>2</sup>

8.1 Nothing contained in this agreement shall be construed or have effect as constituting any <sup>3</sup>  
relationship of employer and employee between the Agency or the Client and the Consultancy  
Personnel or any Substitute.

8.2 For the avoidance of doubt, neither the Consultancy nor the Consultancy Personnel are under <sup>4</sup>  
the supervision, direction or control of the Agency or the Client, the Client does not have the  
right to supervise, direct or control the Consultancy or the Consultancy Personnel and no  
member of the Consultancy Personnel is an agency worker as defined under the Agency  
Workers Regulations 2010.

8.3 Nothing in this agreement shall constitute the Consultancy or the Consultancy Personnel or any <sup>5</sup>  
Substitute acting as an agent of the Agency or the Client. The Consultancy and the Consultancy  
5  
Personnel and/or any Substitute shall not have any right or power whatsoever to contract on  
behalf of the Agency or the Client or bind the Agency or the Client in any way in relation to third

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6  
parties unless specifically authorised to do so by the Agency or the Client and shall not hold  
themselves out as having any such authority.

8.4 The relationship between the Parties is between independent companies acting at arm's <sup>7</sup>  
length. Nothing contained in this agreement shall be construed as constituting or establishing  
any partnership or joint venture or relationship of employer and employee between the Agency  
and the Consultancy, the Client and the Consultancy or between the Agency or the Client and  
the Consultancy Personnel and/or any Substitute.

## 9. INDEMNITIES, LIABILITY AND INSURANCE <sup>8</sup>

9.1 This agreement constitutes a contract for the provision of services and not a contract of <sup>9</sup>  
employment. Accordingly, the Consultancy shall be fully responsible for the payment of all  
remuneration payable to and any benefits provided for the Consultancy Personnel and/or any  
Substitute under his or her contract of employment or otherwise, including any National  
Insurance, income tax and any other form of taxation or social security cost in respect of his or  
her remuneration or benefits. The Consultancy shall indemnify and keep indemnified the

Agency against any liability, loss, damage, cost, claim or expense the Agency suffers or incurs 1 as a result of any claims against the Agency for such sums and other claims arising out of the Consultancy Personnel and/or any Substitute being found to be an employee of the Agency or the Client (including, without limitation, any claims against the Agency for any National Insurance, income tax and other contributions required by law to be paid in respect of any payments made to the Consultancy under this agreement).

9.2 Without prejudice to the indemnity in clause 9.1, if, for any reason, the Agency shall become 2 liable to pay, or shall pay, any such taxes or other payments as referred to in clause 9.1, the Agency shall be entitled to deduct from any amounts payable to the Consultancy all amounts so paid or required to be paid by the Agency and, to the extent that any amount of taxes paid or required to be paid by the Consultancy shall exceed the amounts payable by the Agency to the Consultancy, the Consultancy shall indemnify the Agency in respect of such liability and shall, upon demand, forthwith reimburse the Agency such excess.

9.3 The Consultancy shall indemnify and keep indemnified the Agency against any liability, loss, 3 damage, cost, claim or expense the Agency suffers or incurs in respect of the Consultancy's performance (or non-performance) of the Services including in respect of, but not restricted to, any act, neglect or default of the Consultancy, the Consultancy Personnel, any Substitute or other person authorised by the Consultancy to act on its behalf.

9.4 The Consultancy shall be responsible for any loss, liability or costs (including reasonable legal 4 costs) incurred by the Agency or the Client in connection with the provision of the Services by the Consultancy. The Consultancy shall, accordingly, take out and maintain, at its own cost, a full and comprehensive policy of insurance with a reputable insurance company providing the levels of coverage set out for the Placement to cover the Consultancy's (and the Consultancy Personnel's and any Substitute's) liability in respect of any act or default for which the Consultancy may become liable to indemnify the Agency or the Client under the terms of this agreement (including, but not limited to third party employer's and professional liability insurance). The Consultancy shall supply the Agency with copies of current certificates of insurance for the period of this agreement.

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## 10. EQUIPMENT 6

10.1 The Consultancy shall provide, at its own cost, all such necessary equipment as is reasonable 7 for the satisfactory performance of the Services by the Consultancy Personnel and any

Substitute, subject to any agreement to the contrary as to any facilities which may be made <sup>1</sup>  
available by the Client.

10.2 If as a matter of convenience, it is agreed that the Consultancy is provided with equipment by <sup>2</sup>  
the Client in accordance with clause 10.1 above, the Consultancy shall be responsible for  
ensuring that they preserve the security and condition of such equipment. If and to the extent  
that any equipment is lost while in the Consultancy's possession, the Consultancy shall be  
responsible for the cost of any necessary repairs or replacement.

## 11. RESTRAINT ON ACTIVITIES <sup>3</sup>

11.1 The Consultancy shall be entitled to assign the agreement or subcontract elements of the <sup>4</sup>  
Services to third-party contractors provided that the Client and Company are satisfied that the  
subcontractor possesses the necessary skills, expertise and resources to perform those  
elements of the Services and the Consultancy keeps the company fully and effectively  
indemnified against any reasonable costs, claims or expenses that may be incurred by it or the  
Client as a result of the use of such subcontractors including the reasonable cost of all  
instruction (necessitated by the subcontracting) for the subcontractor.

11.2 The Consultancy undertakes and shall procure that the Consultancy Personnel and/or any <sup>5</sup>  
Substitute shall undertake, that it shall not, at any time after the termination of this agreement  
for whatever reason, represent themselves as being in any way connected with the business or  
activities of the Agency.

## 12. CONFIDENTIAL INFORMATION <sup>6</sup>

12.1 "Confidential Information" means information recorded and stored in whatever format relating <sup>7</sup>  
to the business, products, contacts, affairs or finances of the Agency or the Client.

12.2 The Consultancy shall procure on its own part and on behalf of its Consultancy Personnel and <sup>8</sup>  
any substitutes and sub-contractors used in accordance with the terms of this contract as  
follows:-

12.2.1 Not at any time whether during or after the performance of the Services (unless <sup>9</sup>  
expressly so authorised by the Client or the Agency as a necessary part of the  
performance of its duties, or as required by Court, relevant body or authority) to  
disclose, divulge, reveal or report or use, for any purpose any confidential  
information of the Client or the Agency.

12.2.2 Upon expiry or termination of this Agreement, the Consultancy will return to the <sup>10</sup>  
Client or the Agency (as directed) at the Termination Date all documentation,

records, Confidential Information and other materials belonging to the Client (and <sup>1</sup>  
all copies) which are in its possession including documents and other materials  
created by it or the Consultancy Personnel during the Term.

<sup>8</sup> <sup>2</sup>

12.2.3 Not at any time to make any copy, abstract, summary or précis of the whole or any <sup>3</sup>  
part of any document or other material belonging to the Client except when  
required to do so in the course of performing the Services under this agreement in  
which event any such item shall belong to the Client or the Agency as appropriate.

12.3 The Consultancy shall procure and ensure that the provisions of this clause 12 shall also apply <sup>4</sup>  
to any Substitute.

### 13. DATA PROTECTION <sup>5</sup>

13.1 For the purposes of the General Data Protection Regime 2018, the Consultancy shall procure <sup>6</sup>  
that the Consultancy Personnel and any Substitute consent to the holding, processing and  
accessing of personal data by the Agency, or any parties acting on their behalf, for all  
purposes relating to the performance of this agreement including but not limited to  
transferring such personal data to a country or territory outside the European Economic Area.

13.2 The Agency warrants that any personal data relating to the Consultancy, Consultancy <sup>7</sup>  
Personnel or substitute shall be used, processed, recorded and stored in accordance with the  
obligations of the General Data Protection Act 2018.

### 14. INTELLECTUAL PROPERTY <sup>8</sup>

14.1 Any material, creation, work, prototype, plan, model, discovery, theory (scientific or <sup>9</sup>  
otherwise), business or mathematical scheme, rule or method, technique, development, know-  
how, show-how, data, result, analysis, evaluation, research methodology, technical or business  
information, development, invention (whether patentable or not), improvement, design  
(whether registrable or otherwise), process, formula, semiconductor topography, copyright  
work (including, without limitation, any computer program), database, domain name, business  
name, trade mark or trade or brand name or get-up made, created, devised, developed or  
discovered by the Consultancy or the Consultancy Personnel or any Substitute (either alone or  
with any other person) during and in connection with the provision of the Services ("Works")  
shall forthwith be disclosed to the Client and the Consultancy, Consultancy Personnel and any  
Substitute hereby assign all rights, title and interest in any intellectual property rights therein

("Client IPR") (including, without limitation, the right to apply for the same) to the Client to the <sup>1</sup> fullest extent permitted by law. Insofar as any Client IPR does not vest in the Client automatically by operation of law or under this agreement, the Consultancy and/or Consultancy Personnel or Substitute holds legal title in such Client IPR on trust for the Client.

14.2 The Consultancy warrants to the Agency that it has obtained from the Consultancy Personnel<sup>2</sup> a valid written assignment of all existing and future Client IPR of which the Consultancy Personnel or Substitute is the first owner and of all materials embodying such rights and a written irrevocable waiver of all the Consultancy Personnel's statutory moral rights in the Works, to the fullest extent permissible by law. The Consultancy shall provide to the Agency a copy of such assignment, as required, on or before the date of this agreement. In the event that any Substitute is appointed, the Consultancy shall, prior to the date on which such appointment becomes effective, obtain such an assignment from such Substitute and provide a copy of such assignment and agreement to the Consultancy.

<sup>9</sup> <sup>3</sup>

14.3 The Consultancy undertakes to the Agency that it will: <sup>4</sup>

14.3.1 notify to the Client in writing full details of all Works promptly on their creation, <sup>5</sup> devising, development or discovery;

14.3.2 at termination of this agreement, or whenever requested to do so by the Client or <sup>6</sup> the Agency, will deliver all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation, devising, development or discovery to the client which are in its possession, custody or power;

14.3.3 not apply for any Client IPR unless requested to do so by the Client; <sup>7</sup>

14.3.4 apply, or join with or assist the Client in applying, for Client IPR in the United <sup>8</sup> Kingdom and in any other part of the world; and

14.3.5 do all acts necessary to ensure that absolute title in all rights in the Client IPR has <sup>9</sup> passed, or will pass, to the Client,

14.3.6 and confirms that the Consultancy Personnel has given (and undertakes that any <sup>10</sup> Substitute will give) written undertakings in equivalent terms to the Consultancy.

14.4 The Consultancy warrants that: <sup>11</sup>

14.4.1 it has not given and will not give permission to any third party to use any of the 1  
Works, nor any of the Client IPR;

14.4.2 it is unaware of any use by any third party of any of the Works or Client IPR; and 2

14.4.3 the use of the Works or the Client IPR by the Client will not infringe the rights of 3  
any third party;

14.4.4 and confirms that the Consultancy Personnel has given (and undertakes that any 4  
Substitute will give) written undertakings in equivalent terms to the Consultancy.

14.5 The Consultancy undertakes to do all such further acts and execute (as a deed or otherwise) 5  
all

such documents at the expense of the Agency or the Client as the Agency or the Client may  
reasonably require at any time either during or after the Term to vest in the Client (or its  
nominee) all right, title and interest that the Consultancy has agreed in this agreement is or  
should be vested in the Client (or its nominee) and for the purposes of the prosecution of, or  
any proceedings concerning (including, without limitation, the validity or infringement of), any  
Client IPR. The Consultancy confirms that the Consultancy Personnel has given (and undertakes  
that any Substitute will give) written undertakings in equivalent terms to the Consultancy.

## 15. TERM 6

15.1 This agreement shall commence on the start date set out for the Placement and shall 7  
continue (subject to the provisions of clause 15) until the end date set out for the Placement  
without the need for notice, unless previously terminated by either party giving the other the  
length of

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notice required by the Placement in writing. This term may be extended with the written  
consent of both parties.

15.2 This agreement shall cease to have any effect (save as regards clauses 8, 9, 11 and 12) on 9  
the

Termination Date and, with effect from such Termination Date, the Agency or the Client shall 10  
have no obligation to provide any further work to the Consultancy and the Consultancy shall  
have no obligation to provide any further services to the Agency or the Client.

## **16. TERMINATION 1**

16.1 Notwithstanding the provisions of clause 15.1, the Agency may at any time terminate this 2 agreement with immediate effect with no liability to make any further payment to the Consultancy (other than in respect of amounts accrued prior to the termination of this agreement) if at any time:

16.1.1 the Consultancy fails for any reason to perform the Services for a continuous 3 period of 12 weeks;

16.1.2 the Consultancy, the Consultancy Personnel or any Substitute commit any serious 4 or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to observe with any service-related request of the Agency or the Client;'

16.1.3 the Consultancy Personnel or any Substitute is convicted of any criminal offence 5 (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);

16.1.4 the Consultancy, the Consultancy Personnel or any Substitute is in the reasonable 6 opinion of the Agency negligent or incompetent in the performance of the Services;

16.1.5 the Consultancy becomes insolvent or any order is made or resolution passed for 7 the winding-up of the Consultancy or a receiver or administrative receiver is appointed in respect of any asset of the Consultancy; or

16.1.6 the Consultancy, the Consultancy Personnel or any Substitute is guilty of any 8 bribery, corruption, fraud or dishonesty or acts in any manner which in the opinion of the Agency brings or is likely to bring the Consultancy Personnel, any Substitute, the Consultancy or the Agency into disrepute or is materially adverse to the interests of the Agency.

16.2 Clauses 8, 9, 11 and 12 shall survive the termination of this agreement. 9

## **17. OBLIGATIONS UPON TERMINATION 10**

17.1 Immediately on the termination of this agreement or at any other time at the request of the 11 Agency, the Consultancy shall and shall procure that the Consultancy Personnel and any Substitute shall:

17.1.1 immediately deliver to the Client or the Agency all documents, books, materials, <sup>1</sup>  
records, correspondence, papers and information (on whatever media and  
wherever located) relating to the business or affairs of the Client or the Agency,

<sup>11</sup> <sup>2</sup>

any keys, and any other property of the Client or the Agency, which is in its <sup>3</sup>  
possession or under its control;

17.1.2 irretrievably delete any information relating to the business of the Client or the <sup>4</sup>  
Agency stored on any magnetic or optical disk or memory and all matter derived  
from such sources which is in its possession or under its control outside the  
premises of the Client or the Agency; and

17.1.3 provide a signed statement that it has complied fully with its obligations under this <sup>5</sup>  
clause 17.

#### 18. ENTIRE AGREEMENT <sup>6</sup>

18.1 This Agreement contains the whole agreement between the parties and supersedes and <sup>7</sup>  
replaced any prior written or oral agreements, representations or understanding between  
them.

18.2 The parties confirm that have not entered into this Agreement on the basis of any <sup>8</sup>  
representation that is not expressly incorporated into this Agreement.

18.3 Nothing in this clause 18 shall operate to exclude any liability for fraud. <sup>9</sup>

#### 19. MISCELLANEOUS <sup>10</sup>

19.1 The Consultancy has opted out of the Conduct of Employment Agencies and Employment <sup>11</sup>  
Businesses Regulations 2003 (SI 2003/3319) as amended by SI 2010/1782 ("Conduct  
Regulations"). The Consultancy shall ensure that at all material times the Agency holds a  
written notification that the Consultancy has opted out of the of the Conduct Regulations  
pursuant to regulation 32(9).

19.2 Any notice given under this agreement shall be in writing and signed by or on behalf of the <sup>12</sup>  
party giving it and shall be served by delivering it personally or sending it by pre-paid recorded  
delivery or registered post to the relevant party at its registered office for the time being.

19.3 No variation or alteration of these terms shall be valid unless approved by the Agency and the <sup>13</sup>  
Consultancy in writing, except where changes to the Services are necessary to comply with  
applicable safety and other statutory requirements.

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## 20. THIRD PARTY RIGHTS 1

For the purpose of the Contracts (Rights of Third Parties) Act 1999, this Agreement is not 2 intended to, and does not, give any person who is not a party to it any right to enforce its provisions.

## 21. FORCE MAJEURE 3

21.1 Neither Party will have any liability under or be deemed to be in breach of this Agreement 4 which result from circumstances beyond the reasonable control of the Party.

21.2 The Consultancy accepts that the Client shall not be liable for any breaches of its obligations 5 to the Consultancy under its agreement with the Agency resulting from causes beyond the reasonable control of the Party.

## 22. JURISDICTION 6

22.1 This agreement and any dispute or claim arising out of or in connection with it or its subject 7 matter or formation shall be governed by and construed in accordance with the exclusive jurisdiction of the Courts of England and Wales.

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Schedule of Work 9

Contractor Information

Full Name Alex Doyle

Company Name Dive Intellect Ltd 10

Registration Number 10502324 11

Client Information 12

End Client Name Glasgow Associates

Registered Address 200 City Street, Boston, MA 02116 13

Registration Number 14

Hiring Manager Donald Khouri **1**

Timesheet Approver Donald Khouri **2**

Position Information **3**  
Job Title Machine Learning Data Scientist

Start Date 21st June 2021 **4**  
End Date 30th September 2021

Placement Terms **5**  
Pay Rate 700

Rate Type Daily **6**

Payment Terms 7 days **7**  
Timesheet Frequency Weekly  
Standard Hours/ Days 40 hours per week  
(as per timesheet frequency)

Contractor Notice 1 week **8**  
Client Notice 1 week

Additional Information **9**