

RECITALS

- (A) The Consultant Company carries on the business of the provision of consultancy services relating to all aspects of services specified in the attached schedule ("**Services**").
- (B) Hydrogen has requested the Consultant Company and the Consultant Company has agreed with Hydrogen, to provide the Consultancy Services on the terms and subject to the conditions of this agreement, Assignment Schedule for Supply and any Special Conditions ("**Agreement**").

2.2. The Consultant Company's obligation to provide the Services shall be performed by the Consultant as the Consultant Company may consider appropriate, subject to the prior agreement of the Client. The Consultant Company shall be entitled to assign or sub-contract the performance of the Consultancy Services provided that Hydrogen and the Client are reasonably satisfied that the assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the Consultancy Services to the required standard and that the terms of any such assignment or sub-contract contain the same obligations imposed by this agreement and further that any person to whom the performance of the Consultancy Services has been assigned or sub-contracted has opted out of the Conduct Regulations 2003.

2.3. The Assignment Schedule attached to this Agreement shall specify the Client, the fee payable by Hydrogen and such expenses as may be agreed, any notice period and any other relevant information.

2.4. Save as otherwise stated in this Agreement, the Consultant Company shall be entitled to supply its services to any third party during the term of this Agreement provided that this in no way compromises or is to the detriment of the supply of its services to the Client.

IT IS AGREED as follows:

1. INTERPRETATION AND DEFINITIONS

- 1.1. Unless the context otherwise requires, references to the singular include the plural.
- 1.2. The headings contained in the Agreement are for convenience only and do not affect their interpretation.
- 1.3. **"Assignment"** means the services, which the Consultant Company is engaged by Hydrogen to render to the Client.
- 1.4. **"Client"** means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 requiring the services of the Consultant Company and identified in the attached schedule.
- 1.5. **"Consultant Company"** means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 providing the services to the Client and identified in the attached schedule.
- 1.6. **"Consultant"** means members of the Consultant Company's employees, officers or representatives undertaking the Services as identified in the attached Schedule which are engaged by the Consultant Company under a contract for services or a contract of services.
- 1.7. **"Hydrogen"** means Hydrogen International Limited or Hydrogen UK Limited (as specified in the Assignment Schedule) an employment business as defined by section 13(3) of the Employment Agencies Act 1973;
- 1.8. **"Timesheet"** means the document or device for time recording as provided by Hydrogen, the Client, or Third Party, to the Consultant Company.

2. GENERAL

- 2.1. This Agreement constitutes a contract for services between Hydrogen and the Consultant Company upon being signed by the Consultant Company or

3. THE AGREEMENT

- 3.1. This Agreement, once it has been duly signed by both parties, constitutes the contract between Hydrogen and the Consultant Company and governs the Assignment undertaken by the Consultant Company with the Client.
- 3.2. No variation or alteration of these terms shall be valid unless approved by Hydrogen and the Consultant Company in writing.
- 3.3. Hydrogen or the Client is under no obligation to offer work to the Consultant Company and the Consultant Company is under no obligation to accept any work that may be offered, save for the work agreed under this contract for services. No party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any performance of the services or during any notice period. Hydrogen is not obliged to pay the Consultant Company at any time when no work is available during this agreement.

4. UNDERTAKING OF THE CONSULTANT COMPANY

- 4.1. The Consultant Company warrants to Hydrogen that by entering into and performing its obligations

- 4.2. under this Agreement it will not thereby be in breach of any obligation which it owes to any third party.
- 4.3. The Consultant Company warrants that its Consultants have the necessary skills and qualifications to perform the Consultancy Services and that it will only supply Consultants to perform the Consultancy Services who have opted out of the Conduct Regulations 2003.

5. OBLIGATIONS OF THE CONSULTANT COMPANY

- 5.1. The Consultant Company agrees on its own part and on behalf of its Consultants as follows:
 - 5.1.1. Not to engage in any conduct detrimental to the interests of Hydrogen or the Client which includes any conduct tending to bring Hydrogen or the Client into disrepute or which results in the loss of custom or business.
 - 5.1.2. To provide the Consultancy Services in a professional, timely and efficient manner with due and proper care and in accordance with the best industry practise using its own skills and expertise throughout the term of the Agreement.
 - 5.1.3. To comply with any statutory or other reasonable rules or obligations including but not limited to those relating to health and safety during the Assignment to the extent that they are reasonably applicable to them while performing the services and to take all reasonable steps to safeguard its own safety, the safety of its Consultants and the safety of any other person who may be affected by its actions on the Assignment.
 - 5.1.4. To furnish the Client and/or Hydrogen with any progress reports as may be requested from time to time.
 - 5.1.5. Not to sub-contract or assign to any third party any of the Consultancy Services which it is required to perform under the Assignment except in accordance with Clause 2.2
 - 5.1.6. To notify Hydrogen forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
 - 5.1.7. To provide at its own cost, subject to any agreement to the contrary specified in the Schedules attached as to any facilities which may be made available by the Client, all such necessary equipment as is reasonable for the adequate performance by the Consultants of the Consultancy Services.
- 5.2. If the Consultant Company is unable for any reason to perform the Consultancy Services during the course of an Assignment the Consultant Company should inform Hydrogen and the Client by no later than 10.00am on the first day of incapacity.
- 5.3. The Consultant Company shall have reasonable autonomy in relation to determining the method of performance of the Consultancy Services but in doing so it shall co-operate with the Client and comply with all reasonable and lawful requests within the scope of the Assignment made by the Client.

- 5.4. Nothing in this Agreement shall render any Consultant supplied by the Consultant Company an employee of either Hydrogen or the Client. The Consultant Company shall ensure that none of the Consultant(s) holds him or her self out as an employee of either Hydrogen or the Client.
- 5.5. The Consultant Company shall bear the cost of any training which its Consultants may require in order to perform the Services.
- 5.6. The Consultant Company warrants that it is fully aware of the nature of the Services and it has the appropriate skills, experience and expertise to successfully provide such Services and shall ensure any Consultants and any substitute has the qualifications, skill and expertise required during the term of the Agreement.
- 5.7. The Consultant Company warrants that the Consultant has no unspent convictions or spent convictions which must be declared by virtue of the Rehabilitation of Offenders Act 1974 nor has any charge pending and where requested by Hydrogen, shall procure that any Consultants will provide any required proof including without limitation basic disclosure.
- 5.8. The Consultant Company warrants that it has checked each member of Consultant's CV, credentials and suitability for the Services, including each member of Consultant's right to work in such country as required by the Assignment, and it has used all reasonable endeavours to ensure that the information it has provided to Hydrogen in respect of Consultants is accurate and up-to-date and shall indemnify Hydrogen fully for any failure to comply with this clause.
- 5.9. The Consultant Company shall not and shall warrant that the Consultant(s) shall not in the course of carrying out this Agreement directly or indirectly offer, solicit or accept an advantage, gift, payment of any money value or anything of value in exchange for the purpose of being influenced by or influencing any party or third party connected to this Agreement whatsoever. The liability and obligations of the Consultant Company and/or its Consultant(s) shall survive termination or completion of the Services herein.

6. INVOICING

- 6.1. Upon completion of the Assignment or as may be agreed and specified in the Schedule attached at the end of each month of the Assignment the Consultant Company shall deliver to Hydrogen its invoice for the amount due from Hydrogen to the Consultant Company and Client authorised Timesheet. The Consultant Company's invoice should bear the Consultant Company's name, company registration number, bank details, VAT number and should state any VAT due on the invoice. No payment will be made by Hydrogen unless Hydrogen is in receipt of the signed Agreement and all requested documentation.
- 6.2. All invoices and Timesheets must be submitted to Hydrogen in line with Hydrogen's payment calendar, a copy of which can be obtained upon request. It is the Consultant Companies responsibility to ensure Hydrogen is in receipt of all

relevant documentation in line with the published payment cut off dates.

- 6.3. Hydrogen shall not be obliged to pay any fees to the Consultant Company unless an invoice has been properly submitted by the Consultant Company in accordance with sub-clause 6.1 of this Agreement and until the Client has verified the execution of the Assignment.
- 6.4. Hydrogen shall not be obliged to pay any fees to the Consultant Company unless a duly authorised timesheet and corresponding invoice has been submitted within 1 month of the last working day of the authorised timesheet.
- 6.5. Correctly submitted invoices and timesheets will be processed in accordance with the 445-payment schedule which is available on request to Hydrogen.

7. FEES

- 7.1. Subject to the receipt of the Consultant Company's invoice in accordance with clause 6 above, the Consultant Company will receive payment from Hydrogen for the Assignment in accordance with the fee specified in the schedule attached, plus VAT where appropriate.
- 7.2. The Consultant Company shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its Consultants for the Assignment. The Consultant Company shall provide evidence of tax payment upon request by Hydrogen.
- 7.3. All payments will be made to the Consultant Company.
- 7.4. If the Consultant Company shall be unable for any reason to provide the Consultancy Services, no fee shall be payable by Hydrogen during any period that the Consultancy Services are not provided.
- 7.5. Hydrogen shall not be liable for any expense incurred by the Consultant Company that has not been approved (in-writing) by the Client to the satisfaction of Hydrogen unless otherwise stated in the attached schedule. Hydrogen shall have no obligation to pay any expenses unless the expenses form, receipts and corresponding invoices are submitted to Hydrogen within one month of the date the relevant expense was incurred.
- 7.6. All payments due under this Agreement are subject to Hydrogen being in receipt of Client funds for the Services.
- 7.7. Hydrogen reserves the right to amend any expense claims submitted to ensure that such expense claims are correct and adhere to the Client's expense policy. In such circumstances, the Consultant Company shall promptly re-submit relevant invoices to reflect any such alteration as notified by Hydrogen.

8. OBLIGATIONS OF HYDROGEN

- 8.1. Throughout the term of this Agreement Hydrogen shall pay the Consultant Company the agreed fee in accordance with clause 7.1 above.
- 8.2. Hydrogen shall furnish the Consultant Company with sufficient information about the Assignment in order for the Consultant Company to arrange for the Consultancy Services to be carried out.

- 8.3. Hydrogen will advise the Consultant Company of any health & safety information or advice which it receives from the Client which may affect the Consultant Company's Consultants during the Assignment.

9. TERM OF THE AGREEMENT

- 9.1. This Agreement shall commence on the commencement date in the attached schedule and shall continue until completion of the Consultancy Services to the reasonable satisfaction of the Client at which time this Agreement shall expire automatically or shall continue until the Assignment period contained within the schedule ends unless previously terminated by Hydrogen or the Consultant Company giving the other party the period of notice specified in the schedule attached.
- 9.2. Notwithstanding sub-clause 9.1 of this Agreement, Hydrogen may without notice and without liability instruct the Consultant Company to cease work on the Assignment at any time, where:
 - 9.2.1. the Consultant Company has committed any serious or persistent breach of any of its obligations under this Agreement;
 - 9.2.2. the Client reasonably believes that the Consultant Company has not observed any condition of confidentiality applicable to the Consultant Company from time to time;
 - 9.2.3. for any reason the Consultant Company proves unsatisfactory to the Client;
 - 9.2.4. the Consultant Company becomes insolvent, dissolved or subject to a winding up petition;
 - 9.2.5. any member of the Consultant Company's Consultants is guilty of any fraud, dishonesty or serious misconduct;
 - 9.2.6. the Client becomes insolvent, dissolved or subject to a winding up petition or ceases trading for any reason whatsoever;
 - 9.2.7. the performance of the Consultancy Services is prevented by the incapacity of the Consultants and such incapacity continue for a period of more than 1 week and the Consultant Company is unable to provide a replacement member of Consultants acceptable to the Client for the duration of such incapacity;
 - 9.2.8. the Consultant Company and/or Consultants commit any breach of any of this Agreement without prejudice to any claim arising from any such breach;
 - 9.2.9. the Consultant Company fails to provide Hydrogen with all requested documentation and/or references and signed Agreements within 2 weeks of the Start Date.
- 9.3. Failure by the Consultant Company to give notice of termination as required in the Schedule attached shall constitute a breach of this Agreement and shall entitle Hydrogen to claim damages from the Consultant Company for any resulting loss suffered by Hydrogen.
- 9.4. The Consultant Company acknowledges that the continuation of the Assignment and/or Agreement is subject to and conditioned by the continuation of the contract entered into between Hydrogen and the Client. In the event that the contract between Hydrogen and the Client is terminated for any

reason the Assignment and/or Agreement shall cease with immediate effect without liability to Hydrogen.

- 9.5. In the event of a Force Majeure event including but not limited to flood, earthquake, hurricane, tornado, fire or other extreme weather event, war, insurrection, terrorist attack, act of piracy and/or any other cause beyond the reasonable control of the effected party causes a complete or partial failure of obligation(s) owed by the effected party to this Agreement the other party will be able to terminate this Agreement at their option on written notice to the effected party.

10. ACKNOWLEDGMENT

- 10.1. The Consultant Company acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Consultant Company and its Consultants and any third party to whom the Agreement is assigned or sub-contracted for the Client during the Assignment shall belong to the Client. Accordingly the Consultant Company shall (and shall procure that any relevant member of its Consultants shall) execute all such documents and do all such acts as Hydrogen shall from time to time require in order to give effect to its rights pursuant to this clause.

11. CONFIDENTIALITY

- 11.1. In order to protect the confidentiality and trade secrets of any Client and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Consultant Company agrees on its own part and on behalf of its Consultants as follows:
- 11.1.1. Not at any time whether during or after the Assignment (unless expressly so authorised by the Client or Hydrogen as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client;
- 11.1.2. Any copyright and other intellectual property rights arising in the course of this assignment with the Client shall become and remain the Clients sole property. During the course of this assignment confidential information concerning the affairs of the Client is gained, all such information will remain confidential and will not be disclosed or be made use of (or other information gained as a result of such disclosure) other than to perform the assignment or as required by law. This obligation will continue after the assignment ends;
- 11.1.3. To deliver up to the Client or Hydrogen (as directed) at the end of the Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Consultants during the course of the Assignment;
- 11.1.4. Not at any time to make any copy, abstract, summary or précis of the whole or any part

of any document or other material belonging to the Client except when required to do so in the course of its duties under the Assignment in which event any such item shall belong to the Client or Hydrogen as appropriate.

12. RESTRICTIONS

- 12.1. Neither the Consultant Company nor any of its Consultants will without Hydrogen's consent, either during or within 6 months after the termination of this Agreement and any extension, enter into any arrangement or agreement which would result in either:
- the employment of the Consultant by, or
 - the provision of services of the Consultant of the same or similar nature as the services provided under this Agreement to, or
 - the provision of the services of any other person to the Client, other than through Hydrogen to;
- the Client.
- 12.2. Neither the Consultant Company nor any of its Consultants will, without Hydrogen's consent, either during or within 6 months after the termination of this Agreement and Schedule and any extensions, introduce any other person to the Client with a view to that person being employed by or providing services for the benefit of the Client, other than through Hydrogen. Provided that where the Services include the selection of personnel for the Client, this term shall not operate so as to restrict the way in which you do so.
- 12.3. If during this Agreement or within 6 months after its termination the Client makes an offer of employment direct to any Consultants of the Consultant Company, or if the Client seeks to engage the services of the Consultant Company other than through Hydrogen, the Consultant Company will inform Hydrogen immediately.
- 12.4. Neither the Consultant Company nor any of its Consultants will, without Hydrogen's consent, either during or within 6 months after the termination of this Agreement and any extensions engage, employ or otherwise solicit for employment or contract work any person who, during that period, was an employee, or a subcontractor, or an employee of a subcontractor of Hydrogen, or an employee of the Client.
- 12.5. For the purposes of this clause, 'the Client' shall include as a separate covenant each of the following:
- the Client;
 - any Associated Company of the Client, within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - any partnership or joint venture in which the Client is a partner or joint venture;
 - any subsidiary of the Client;
 - any person, body, or organisation to whom you or any Consultant was introduced by the Client;
 - any prospective client to whom the Consultant Company or any of its Consultants have been introduced by Hydrogen with a view to the provision of the Consultant's Services.

12.6. The Consultant Company acknowledges that:

- Hydrogen's main business is the introduction and provision of services of qualified and experienced Consultants to Clients;
- in effecting such introductions Hydrogen are disclosing confidential information in which Hydrogen have an interest and as such Hydrogen are entitled to protect;
- in the absence of the restrictions contained in this clause, the Consultant Company might be in a position to take unfair advantage of introductions effected by Hydrogen and of Hydrogen's confidential information, and thereby cause harm to Hydrogen's business;
- in all the circumstances the duration and the extent of the restrictions in this clause are no more than is reasonably necessary for the protection of Hydrogen's legitimate business interests.

13. BREACH OF CONTRACT AND INDEMNITY

- 13.1. If the Consultant Company and/or the Consultant are in breach of the Agreement Hydrogen may withhold the whole or part of any monies which are or become due to it or reclaim paid amounts in full or partial compensation for Hydrogen's losses resulting from the breach, provided that Hydrogen may not withhold more than would be reasonable compensation for Hydrogen's losses resulting from such breach.
- 13.2. The Consultant Company will fully and effectually indemnify Hydrogen against any liability (including any liability for costs, and for Hydrogen's costs on the indemnity basis) Hydrogen might have arising out of the wrongful acts defaults or omissions of the Consultant Company and of any Consultant. It is the Consultant Company's responsibility to arrange such insurance in respect of Employer's and Public Liability, Professional Indemnity, and other risks as it sees fit in order to protect the Consultant Company against any such liabilities and shall on request produce evidence of such policies to Hydrogen. The Consultant Company shall ensure that it has adequate insurance for damage to third party property whilst at the Location. The minimum level of insurance to cover professional indemnity is:-
- 13.2.1. Professional Indemnity
£1,000,000.00.
- 13.3. The Consultant Company shall be liable for any loss, damage or injury to any party resulting from the acts or omissions of its Consultants or from the acts of omission of any assignee or sub-contractor to whom the Consultant Company assigns or sub-contracts the performance of the Services during an Assignment.
- 13.4. The Consultant Company shall be liable for any defects arising in relation to the Services and shall rectify at its own cost such defects as may be capable of remedy within a reasonable period from notification of such defects by either Hydrogen or the Client.
- 13.5. The Consultant Company shall provide all information requested by Hydrogen, in the format requested by Hydrogen to comply with its statutory

reporting obligations to HMRC, specifically in relation to the Employment Intermediaries Rules s44-s47 (ITEPA 2003) within 5 days of Hydrogen's request. Should the request come via the Client, the Consultant Company shall also comply with any such request. Accordingly, the Consultant Company warrants that it has obtained consent from the Consultant under any Data Protection legislation to provide this information to the Client and HMRC. Failure to comply with this clause will lead to delay or non-payment for Services under this Agreement to the Consultant Company. The Consultant Company shall fully indemnify Hydrogen and the Client as applicable against any loss, liability, expense, claim, cost or proceeding arising from or in connection with any failure to fully comply with the provisions of this clause 13.5.

14. COMPUTER EQUIPMENT WARRANTY

- 14.1. The Consultant Company shall ensure that any computer equipment and associated software which it provides to its Consultants for the purpose of providing the Consultancy Services contains anti-virus protection with the latest released upgrade from time to time and will be authorised in writing by the Client to be utilised on the assignment. The Consultant Company must supply documentary evidence of the authorisation by the client to Hydrogen.

15. PROPERTY

- 15.1. If any property is issued to the Consultant Company by Hydrogen or by the Client in connection with this Agreement, the Consultant Company and their Consultants will:
- use it for no other purpose;
 - take all proper care of it;
 - return it at the end of this Agreement in good serviceable condition, fair wear and tear only excepted;
 - ensure that at all times it is adequately insured;
 - under no circumstances seek to exercise any lien on such property.
- 15.2. All property of the Consultant Company shall be at the Consultant Company's risk at all times and neither Hydrogen nor the Client shall be liable for any loss or damage to it however such loss or damage may be caused.

16. RELATIONSHIP BETWEEN HYDROGEN AND THE CONSULTANT COMPANY

- 16.1. The Consultant Company acknowledges to Hydrogen that its Services are supplied to Hydrogen as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Consultants of the Consultant Company (including the payment of taxation) shall fall upon and be discharged wholly and exclusively by the Consultant Company. In the event that any person should seek to establish any liability or obligation upon Hydrogen on the grounds that the Consultants are an employee of Hydrogen, or bring any claim of any nature against Hydrogen or the Client through an employment tribunal, the

Consultant Company shall upon demand indemnify Hydrogen and the Client and keep them indemnified in respect of any such liability or obligation and any related costs expenses or other losses which Hydrogen and/or the Client shall incur.

- 16.2. The Consultant Company and Consultant both agreed that supply of the Consultant under this Agreement is excluded from The Agency Workers Regulations 2010 as they are operating as a Personal Service Company in business of their own account which is outside of the scope of the Regulations. The Consultant Company shall indemnify Hydrogen and the Client against any losses incurred of any nature that arise due to the Consultant and/or Consultant Company bringing a claim against Hydrogen and/or the Client under The Agency Workers Regulations 2010.

17. NOTICES

- 17.1. All notices which are required to be given hereunder shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is to be served. Any such notice may be delivered personally or by first class prepaid post or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours and if by facsimile transmission when dispatched.
- 17.2. In the case of termination of this Agreement, notice can be delivered by Hydrogen and/or the Client and issued directly to the Consultant verbally or via electronic mail.

18. GOVERNING LAW AND JURISDICTION

- 18.1. This Agreement shall be construed in accordance with the laws of England and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England.

19. ILLEGALITY

- 19.1. If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of this Agreement such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend the modify the provisions and terms of this Agreement as necessary or desirable in the circumstances.

20. DISCLAIMER

- 20.1. Hydrogen makes no representation nor does it accept any responsibility for ensuring that the terms of this Agreement are an accurate reflection of the relationship between the Client and the Consultant Company. Furthermore Hydrogen accepts no liability to indemnify the Consultant Company for any losses, expenses or liabilities incurred by the Consultant Company whether by reason of tax or other statutory or contractual liability to any third party arising from the Assignment.

**Duly authorised for and on behalf of
Hydrogen**

Signature: Dean Lawton
Dean Lawton (Mar 19, 2018)

Name: Dean Lawton

Position: Compliance Officer

Date: Mar 19, 2018

**Duly authorised for and on behalf of
The Consultant Company**

Signature: A. Landa
(Director) A.Landa (Mar 18, 2018)

Name: A.Landa

Company: LB Information technology

Date: Mar 18, 2018

Schedule 1 – Assignment Schedule

Hydrogen offer to engage the Consultancy Services specified in the Assignment Schedule on the terms set out in this Agreement and the Terms of Business of Hydrogen International Limited (“Hydrogen”). A copy of the Terms of Business is attached and further copies are available on request from Hydrogen International Limited.

Reference	PLC-031318-89894
Agreement Date	16/03/2018
Consultant Company	LB Information Technology Limited of 83 Vicars Moor Lane London N21 1BL
Registration Number	08501303
Client Name	Accenture (UK) Limited
Location	London
Consultant undertaking the Services	Amarjeet Landa
Services	DevOps Architect
Start Date	19/03/2018 subject to the receipt of a valid proof of address
Anticipated End Date	18/06/2018 and subject in any event to any condition permitting earlier termination. An initial trial period of one (1) month is applicable from the Start Date during which time the Agreement can be terminated immediately by Hydrogen for any reason whatsoever.
Standard Weekly Hours	40.00
Standard Contract Rate (hourly/daily)	GBP 450.00 Daily based on a minimum of 8 hours plus VAT as applicable.
Additional Hours Agreement	Not applicable
Payment Cycle	445 Cycle
Expenses Agreement/Policy	Not applicable
Notice Period to be given by Consultant Company	15 days written notice
Notice Period to be given by Hydrogen	15 days written notice
Special Conditions	Schedule 2 Confirmation of Personal Service Company Status & Schedule 3 Client Specific Terms This agreement is subject to the successful completion of screening checks and the receipt of a valid proof of address
EAA Conduct Regulations 2003 Contractor Status	Opted Out

**Duly authorised for and on behalf of
Hydrogen**

Signature: Dean Lawton
Dean Lawton (Mar 19, 2018)

Name: Dean Lawton

Position: Compliance Officer

Date: Mar 19, 2018

**Duly authorised for and on behalf of
The Consultant Company**

Signature: A. Landa
(Director) 18, 2018

Name: A.Landa

Company: LB Information technology

Date: Mar 18, 2018

Schedule 2 - Confirmation of Personal Service Company Status

I A.Landa confirm in my capacity as Director of LB Information technology that I am operating in business of my account and my company has the status of outside of IR35.

I understand and agree I am not operating as an Agency Worker as defined by The Agency Workers Regulations 2010 and therefore fall outside of the scope of Regulations.

Should my status change at any point during my Assignment with Hydrogen, I shall inform Hydrogen in writing so they can make the necessary amendment.

Signature: A. Landa
(Director) 18, 2018

Name: A.Landa

Date: Mar 18, 2018

Schedule 2 – Client Specific Terms

1. Timesheets shall be completed and signed by the relevant Project Manager on a weekly basis.
2. The Consultant Company will inform Hydrogen in writing of any Consultants that have supplied services to the Client for a continuous period of eleven (11) months under any Assignment or combination of Assignments.
3. The Consultant Company will ensure that satisfactory verbal references dating back three years from the start of an Assignment are obtained for all Consultants, and where any inconsistency exists in the curriculum vitae, verify the accuracy of the details specified in the curriculum vitae.
4. The Consultant Company shall not use, and shall ensure that Consultants do not use, Accenture's name nor the name of any Accenture client in any promotional materials or other communications with third parties without Accenture's prior written consent.
5. The Consultant Company shall immediately notify Hydrogen of any concerns or issues that it may have or become aware of relating to Accenture's or Employment Business' conduct towards Consultants which may, in the Consultant's reasonable opinion, reflect or create some form of employment relationship with any Consultant(s).
6. The Consultant Company shall ensure that all Consultants issued with security passes and documentation required for entry to any Accenture Business Units, shall not perform, or omit to perform, any act that threatens or may threaten the security of such Business Unit (including, but not limited to, propping open a door normally accessible only by swipe card), and ensure security cards issued are returned to Accenture at the end of an Assignment.
7. The Consultant Company shall ensure that all provided with Accenture equipment and facilities, shall comply with all information, guidelines, rules, regulations, conditions, and policies in respect of the use of those facilities and equipment (including, but not limited to, lap-top and network security, and anti-virus guidelines).
8. The Consultant Company warrants that they are registered with HM Revenue & Customs.
9. The Consultant Company shall ensure that the Consultant works overtime, at weekends and/or on public holidays in circumstances where the completion of an Assignment becomes time critical (subject to the Consultants having signed a Working Time Directive 48-hour opt out disclaimer).
10. The Consultant Company shall and shall ensure the Consultant shall comply at all times with all relevant regulations and standards issued by Accenture, an Affiliate and/or any client to whom Services are provided from time to time ("Accenture Rules"), including equal opportunities, harassment, conflict of interests, health and safety standards, security regulations, access to site, use of property and materials belonging to Accenture, its Affiliate or its client, and policies and procedures in effect from time to time at the places where the Consultants perform the services.
11. The Consultant Company shall have in force and maintain adequate insurance cover in respect of the provision of each Consultant's services to Accenture to the value of at least £250,000, including Professional Indemnity insurance and Public Liability insurance.
12. The Consultant Company shall agree and shall warrant that the Consultant agrees in writing not to provide the same or similar services to a competitor of Accenture for a period of 6 months following termination of the Assignment, where specifically requested by Accenture in a Work Order; and when providing services to any client(s) of Accenture, comply with all applicable policies and procedures of that client, including but not limited to, internal requirements relating to the submission of time-sheets.

Recipient or recorded in any memory device. Within 14 days of such request or completion of the Business Purpose the Recipient shall certify in writing to Accenture that he or she has fully complied with his or her obligations under this Clause.

- 7 The Recipient shall not make or permit others to make any reference to the subject matter of the Agreement, the Confidential Information or use the name of Accenture in any public announcements, advertisements, promotional, marketing or sales materials or efforts without the prior written consent of Accenture.
- 8 The Recipient shall indemnify and keep Accenture fully indemnified in respect of all losses, damages, claims and expenses of whatsoever nature arising out of or in connection with any wrongful disclosure or misuse of the Confidential Information by the Recipient without prejudice to any other rights or remedies including without limitation injunctive or other equitable relief.
- 9 Accenture is committed to conducting its business free from unlawful, unethical or fraudulent activity. The Consultant must act in a manner consistent with the ethical and professional standards of Accenture set forth in the Accenture Code of Business Ethics. This includes acting in a manner consistent with Accenture's position as a signatory of the United Nations Global Compact (UNGC), respecting the Ten Principles of the UNGC. The standards of the Accenture Code of Business Ethics also include promptly reporting unlawful, fraudulent or unethical conduct. Accenture has established reporting mechanisms and prohibits retaliation or other adverse action for reporting such conduct.

A copy of the Accenture Code of Business Ethics can be found at the following address:

http://www.accenture.com/Global/About_Accenture/Corporate_Governance/CodeProgram.htm

The Ten Principles of the UNGC can be found at the following address:

<http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>

- 10 If any term or part of this Agreement is held to be illegal or unenforceable the validity or enforceability of the remainder of terms of the Agreement shall not be affected.
- 11 The termination of this Agreement or the completion of the Business Purpose for any reason shall not affect the obligations of the Recipient set out in this Agreement.
- 12 This Agreement shall be governed by and interpreted in accordance with English law, and any dispute arising in connection with it is subject to the exclusive jurisdiction of the English courts.
13. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter (including any non-contractual claim) arising under or in connection with this Agreement.

EXECUTION:

EXECUTED AS A DEED by

A.Landa

Signed: *A. Landa*
A.Landa (Mar 18, 2018)
Date: Mar 18, 2018

DATA PRIVACY CONSENT FORM FOR CONSULTANTS TO SIGN

Scope and application

In order to evidence that Contractors have been informed on how Accenture will use their personal data, the Supplier must get the Contractor's written consent to process their personal data in the form set out in the template below. This consent can be signed as a stand alone document or can be included in the application form submitted by the Contractor.

This consent only deals with how the personal data is processed by Accenture. It is the Supplier's responsibility to inform the Contractors how the Supplier or its third parties/sub-contractors will process the Contractor's data.

Consent

To: [Insert Name of Contractor]

Your Curriculum Vitae (CV) and any other information you provide in applying for this role and completing this form may be retained and used by Accenture for a reasonable period for the purposes of reviewing your application for engagement or employment, evaluating your performance and checking the time and expenses recorded by you while engaged by Accenture and reviewing your suitability for future engagements, as well as for more general management and research purposes.

Accenture may, if deemed appropriate, send your personal data, including your performance evaluation, to a department or office other than the one to which you are presented (which may include a department or office of another part of Accenture's worldwide organisation, and may be located anywhere in the world where Accenture's worldwide organisation conducts business from time to time).

Accenture shall also disclose your data to third party service providers located anywhere in the world for the above stated purposes.

If Accenture does not engage you for services, Accenture may nevertheless retain and use such Personal Information for a reasonable time after first submission so as to be able to consider you later if a suitable position becomes available and, if appropriate, refer back to the original application if you apply to Accenture again in the future, as well as for more general management and research purposes.

The ways in which Accenture uses your personal data and your rights in relation to such personal data, are regulated by local data privacy laws and Accenture's Data Privacy Policy 90 which can be found here:

<http://www.accenture.com/Global/AccenturePrivacyPolicy.htm>

You agree not to provide Accenture with any sensitive personal data* and shall not include any such personal data in your CV or application form. If you do inadvertently provide Accenture with sensitive personal data, then you expressly consent to Accenture processing such sensitive personal data about you for the purposes described above.

*"Sensitive personal data" means the various categories of personal data identified by European and other data privacy laws as requiring special treatment. These categories include personal identity numbers, racial or ethnic origin, nationality, political opinions, membership of political parties or movements, religious beliefs, philosophical or other similar beliefs, membership of a trade union or professional or trade association, physical or mental health, genetic code, addictions, sexual life, and criminal record (including information about suspected criminal activities).

Signed by Contractor: A. Landa
A.Landa (Mar 18, 2018)

Date: Mar 18, 2018

OPT OUT NOTIFICATION

There is provision in the Conduct Regulations 2003 for companies and those workers whose services they supply, to opt out of the Conduct Regulations 2003. If, you, the Contractor, and the Individual to be supplied to do the work wish to opt out, please read this form carefully.

Date: Mar 18, 2018

Parties: (1) LB Information technology of LB information technology (the "Contractor")
(2) A.Landa of {address1_es_signer2}} (the "Individual")

This Opt Out Notification is supplement to the agreement ("the Agreement") between Hydrogen and the Contractor. The terms used in this notification shall have the same meaning as those defined in the Agreement.

The Contractor and the Individual acknowledge that it is their intention that the provisions of the Conduct of Employment Agencies & Employment Businesses Regulations 2003 (the "Conduct Regulations 2003") do not apply to the Assignment or to any future assignment agreed between the parties.


The Parties have freely entered into this Opt Out notification.

Further that the Individual is free to withdraw from this Opt Out notification at any time by giving not less than one week's written notice to Hydrogen. However, where notice is given during an assignment it will not take effect until the Individual stops working in the position in question.

We the undersigned have read, understand and agree to be bound by the terms of this Opt Out Agreement.

In particular, we understand that by signing this Opt Out Agreement we are agreeing that the provisions of the Conduct Regulations 2003 shall not apply.

Signed:


For and on behalf of the Contractor
(Limited Company Director)
Dated: Mar 18, 2018

Signed:


The Individual
A.Landa (Mar 18, 2018)

Dated: Mar 18, 2018