

Gravitas Recruitment Group

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The Agreement is made between the following parties ("the Parties"):

Gravitas Recruitment Group Limited

a UK registered company whose registered office is **6 Bevis Marks, London, EC3A 7BA**

Registration Number: 06959984

(Hereinafter referred to as the Company)

And:

HERRENGT LIMITED

a UK registered company whose registered office is **Unit 5 City Business Centre, Lower Road, London, England, SE16 2XB** Registration Number: **10619153** (Hereinafter referred to as the Service Provider)

I have read and accept the terms and conditions contained herein.

Signed for and on behalf of the Company

By:

Name:

Title:

Date:

Signed by an Authorised Signatory of the Service Provider

By: Herrengt Limited

Name: Florian Herrengt

Title: Director

Date: 22/08/18

Schedule 1 – Schedule of Services

Congratulations on securing your contract with SBAR ENDURANCE LIMITED. Detailed below are the assignment particulars, please review this document and sign to confirm acceptance;

Nominated Consultant	- Florian Herrengt
Start Date	- 3 rd of September 2018
End Date	- 8 th of March 2019
Services	- Software development
Day Rate	- £500/per day EX.VAT
Location of services	- 4 Grays Inn Rd, London WC1X 8HN
Notice Periods	- Gravitas to Service Provider: 2 Weeks - Service Provider to Gravitas: 2 Weeks

CONTRACT FOR THE SUPPLY OF TECHNICAL SERVICES

WHEREAS:

The Company is acting as an employment business. The Service Provider is a company registered in the United Kingdom. The Company's Clients have identified a need for technical help and assistance in the performance and completion of works and the Service Provider possesses the required level of expertise and wishes to be introduced to a Client(s) in order to provide the required assistance on the terms of the Agreement.

1 Definitions

In the Agreement the following definitions apply, unless the context otherwise requires:

Gravitas Recruitment Group Ltd. 6 Bevis Marks, London EC3A 7BA

Telephone: 0203 640 9800 E-mail: info@gravitasrecruitmentgroup.com Website: www.gravitasrecruitmentgroup.com
Company No. 06959984 VAT No. 974844372 Registered address 6 Bevis, London, EC3A 7BA

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“Agreement” means the agreement between the Company and the Service Provider, incorporating the terms and conditions contained herein, the schedules and the Worksheets.

“Agency Workers Regulations” means the Agency Worker Regulations 2010 (AWR).

“Confidential Information” means any information relating to the business and affairs of both the Company and the Client and to the identity and business affairs of either parties’ customers and Clients and potential customers and Clients which comes to either parties’ attention or possession and which both parties regard or could reasonably be expected to regard as confidential, whether or not any such tangible information is marked ‘confidential’.

“Consultant(s)” means the person(s) Introduced to carry out the Services and as specified in Schedule 1.

“Client” means the companies to whom the Service Provider is Introduced including the Client specified as such in Schedule 1.

“Data Protection Legislation” means up to but excluding 25 May 2018 the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

“Gravitas Worksheet Portal” means the Company’s password protected, web-based time recording system, that the Service Provider shall use to record and submit all Services delivered to the Client.

“Intellectual Property Rights” include but are not limited to copyright, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), database rights and proprietary information rights in all materials, designs, programs, reports, manuals, visual aids and any other material prepared under the Agreement.

“Introduction” means the provision of any information concerning the Service Provider to the Client by the Company (whether in writing or orally), which identifies a Service Provider or a Consultant, and “Introduced” shall be construed accordingly.

“MSC Regulations” means the Finance Bill (and subsequently Act) 2007 Schedule 3 – Managed Service Companies.

“Payment Terms” means 28 clear days subsequent to the Portal Approval Period.

“Portal Approval Period” means the period in which all Worksheets may be authorised prior to being processed by the Gravitas Online Portal for future payment. This is the period between payment cycles, i.e. Wednesday 00:01 GMT/BST and the subsequent Tuesday 23:59 GMT/BST.

“Regulations” means The Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended from time to time.

“Service Provider” means the Limited Company with which the Agreement is made and shall include the Consultant(s).

“Services” means all or any part of the work or services performed by the Service Provider detailed herein and in the schedules.

“Supply” means the supply of Services to the Client by the Service Provider through the Company.

“Transfer of Debt regulations” mean the Finance Bill (and subsequently Act) 2007 Schedule 3 – Managed Service Companies and SI 2007 No 6666 The Income Tax (PAYE) (Amendment) Regulations 2007.

“Worksheet” means the online submission of time worked on the Gravitas Worksheet Portal.

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Any reference to the masculine throughout the Agreement shall be deemed to include the feminine.

2 The Agreement

- 2.1 The Agreement is deemed to have been accepted by the Service Provider with effect from the date of an Introduction and shall remain in force for the period specified in the relevant schedule unless terminated in accordance with Clause 9 below.

3 Services Provider's Status

- 3.1 The Service Provider warrants that:
- 3.1.1 the Service Provider is a company registered in the United Kingdom;
 - 3.1.2 the Service Provider does and will continue to comply with all the requirements of the Companies Act 2006;
 - 3.1.3 the Service Provider is a Personal Services Company, but is not a Managed Service Company to which the MSC Regulations apply;
 - 3.1.4 an MSC Provider (as defined by the MSC Regulations) is not involved with the Service Provider;
 - 3.1.5 the Service Provider does and will continue to comply with its employer obligations, including those relating to working time;
 - 3.1.6 the Consultant(s) is employed by the Service Provider and the Service Provider will provide evidence of employment if required;
 - 3.1.7 the Service Provider does and will continue to account to the appropriate authorities for all taxes (including PAYE and VAT) and social contributions payable in respect of sums paid to the Service Provider in connection with the Agreement;
 - 3.1.8 the Consultant(s) has the right to live in the United Kingdom;
 - 3.1.9 the Consultant(s) is legally entitled to work in the roles for which he may be Introduced;
 - 3.1.10 the Consultant is the Service Provider's director and shareholder and exercises sole financial and management control over the company's structure and business operations;
 - 3.1.11 it shall provide any information or documentation reasonably requested by the Company to enable the Company to comply with its obligations under the Agency Workers Regulations, to the extent applicable; and
 - 3.1.12 it shall provide any information or documentation reasonably requested by the Client to enable the Company to comply with any of the Client's reasonable requests, to the extent applicable.

4 Performance of Services

- 4.1 The Agreement, in the event of a Supply, is a contract for Services. The agreement shall be subject to the Regulations unless the Company receives;
- 4.1.1 a valid opt out notice from the Service Provider and Consultant(s); and
 - 4.1.2 evidence in support of Sub Clause 4.2 below.
- 4.2 The Service Provider shall, prior to commencement of the Supply, provide the Company with a copy of its certificate of incorporation and VAT registration certificate, if applicable. The Company shall be entitled to withhold payment, at any time, until it is in receipt of these documents.
- 4.3 The Service Provider shall freely and independently arrange its activities and may perform the services at its place of business subject to prior agreement with the Client. It warrants that it shall satisfy the requirements of the Client as stated by the Client from time to time and as described in Schedule 1 and shall comply with such obligations as the Company is required to agree with the Client from time to time. The Service Provider may schedule the services at its discretion subject to the terms set out in the schedules and agreement with the Client but it warrants that it shall take all the necessary steps to comply with any service related timetable or other targets for progress as agreed with the Client.
- 4.4 The Service Provider shall abide by such of the Clients' rules and regulations as are relevant to the provision of the Services under the Agreement, to include rules on health, safety, security, confidentiality and site rules. The Service

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Provider shall use its own equipment as appropriate, ensuring it contains anti-virus protection with the latest released upgrades.

- 4.5 The Service Provider hereby warrants that;
- 4.5.1 all and any information regarding the Service Provider's and its Consultant(s)'s identity, qualifications, expertise and experience provided to the Company is complete, accurate and up to date and that it shall provide evidence of the same;
 - 4.5.2 the Service Provider has been informed of the requirements of the Client and is aware of the Services to be provided;
 - 4.5.3 it and its Consultant(s) have the skill and competence to meet the Client's requirements and that it will perform the Services with skill, integrity, efficiency and competence;
 - 4.5.4 it will perform all duties that it is engaged to perform and that the Client expects it to perform; and
 - 4.5.5 the work performed pursuant to the Agreement will be of a quality satisfactory to the Client.
- 4.6 The Service Provider should keep the Company advised of any complaints made to it by the Client in relation to the Services.
- 4.7 If the Regulations do not apply, the Service Provider may substitute the Consultant named in Schedule 1 provided that;
- 4.7.1 the Services remain as detailed in the Agreement;
 - 4.7.2 the Client and the Company are reasonably satisfied that the proposed substitute possesses the necessary skills, expertise and resources to fulfil the Services;
 - 4.7.3 the Client is reasonably satisfied that the proposed substitute will comply with its rules on health, safety, security and confidentiality; and
 - 4.7.4 no delay or reduction in quality shall occur due to the lack of technical or Client knowledge held by the substitute.
- 4.8 The Service Provider is entitled to supply services to other parties during the Supply as long as there is no conflict of interest and it does not compromise the Service Provider's ability to deliver the Services.
- 4.9 Schedule 1 detailing terms specific to a Supply will be issued to the Service Provider prior to its commencement via the Gravitas Worksheet Portal.

5 Payment of fees

- 5.1 The fees are set out in Schedule 1. The Service Provider will only receive payment for verified hours worked in performing the Services, and is not entitled to payment in respect of any holiday or sickness absence. If applicable, hours worked in excess of those specified in the relevant schedule must be authorised by the Client and shall be paid in accordance with the rates stated in Schedule 1.
- 5.2 The Service Provider shall keep a record on Worksheets of the time spent by its Consultant(s) in performing the Services for the Client. The Service Provider and the Consultant(s) warrant to use their best endeavours to get the Worksheets regularly approved by the Client. By completing a Worksheet, the Service Provider warrants that the times entered are an accurate record of the time worked by the Consultant(s) in the performance of the Services. The Service Provider acknowledges, and warrants that it shall make the Consultant(s) aware that falsifying claims for payment is fraud and a criminal offence.
- 5.3 Worksheets must be entered on the Gravitas Worksheet Portal by the Service Provider within 7 days of the last working day covered by the Worksheet. Any delay, out of the Service Provider's control, must be notified immediately to the Company. Should a Worksheet be received in which the last working day covered is in excess of the 2 months' before the date of receipt, then the Company reserves the right to refuse payment if it cannot obtain verification from the Client of hours worked. The Consultant will not delegate responsibility for gaining Client approval to any third party.
- 5.4 The Gravitas Worksheet Portal is a fully automated invoicing portal, as such all invoices shall be automatically raised for each Client approved Worksheet, and will be issued and made available on the Gravitas Worksheet Portal on the subsequent day of the respective BACS payment. In line with HMRC requirements, all invoices shall contain the

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following information: (a) a description of the services provided (b) the number of hours claimed (c) the relevant fee rate (d) the amount of any applicable VAT (e) the Service Provider's bank account details for payment.

- 5.5 In order to facilitate the processing of payment, the Service Provider must immediately communicate to the Company any delay it encounters, either in completing a Worksheet(s) or in obtaining the Client's authorisation (as set out below in Clause 5.7). In the event of any dispute regarding payment including but not limited to any dispute concerning the amount or quality of Services provided between any of the Company, the Service Provider and the Client, the Service Provider shall procure that the Consultant(s) co-operate with the Company in resolving the dispute.
- 5.6 Once a Worksheet has been completed, the Service Provider shall use its best endeavours to obtain the Client's authorisation through the Gravitas Worksheet Portal, that the Worksheet is an accurate record of the time worked, and that the Client is satisfied with the standard of the Services supplied.
- 5.7 Unless the Regulations apply, the Service Provider agrees that:
- 5.7.1 notwithstanding any other provision of this Clause 5, it shall only be entitled to receive payment for Worksheets that have either been signed by the Client or authorised by the Client through the Gravitas Worksheet Portal; and
- 5.7.2 if a Worksheet(s) is submitted to the Company more than 2 months after the last working day covered by the Worksheet(s), the Company is entitled to withhold payment from the Service Provider in respect of the relevant Worksheet(s), until it receives payment in full from the Client for those Services.
- 5.8 Payment shall only be processed by the Company upon receipt of an approved Worksheet certified by a representative of the Client unless the Regulations apply, in which case there may be a delay of up to 7 days on payment of non-client approved Worksheets whilst the Company verify the Worksheets by other means.
- 5.9 Subject to clause 5.2 the Company operates a weekly payroll processed every Wednesday, subsequent to the Portal Approval Period. All Worksheets approved, and due for payment, shall be released as a BACS payment on the appropriate Wednesday payroll, in accordance with the Payment Terms. A copy of the Gravitas Payment Schedule can be made available before the commencement date of the Assignment or upon request.
- 5.10 The Service Provider shall not be entitled to reimbursement of any expenses incurred by either the Service Provider or the Consultant(s) in the performance of the Services.
- 5.11 Under no circumstances should the Service Provider and/or the Consultant(s) discuss with the Client the fees agreed between the Company and the Service Provider as stated in Schedule 1.

6 Confidentiality

- 6.1 The Service Provider warrants that:
- 6.1.1 except as permitted by law, the Service Provider Parties shall not disclose any Confidential Information relating to the Client or the Company without the prior written consent of the Company and/or the Client;
- 6.1.2 the Service Provider shall not make any unauthorised use of the Confidential Information belonging to the Client;
- 6.1.3 the Service Provider shall immediately notify the other party if it becomes aware of the possession, use or knowledge of any of the Confidential Information by any unauthorised person, whether during or after the term of the Agreement and shall provide such assistance as is reasonable to deal with such an event; and
- 6.1.4 the Service Provider agrees to sign any confidentiality agreement provided to it by the Client.

7 Intellectual Property Rights

- 7.1 The Service Provider agrees that all Intellectual Property Rights and other proprietary rights whatsoever in any documentation and other material, including computer programs provided by the Service Provider in connection with the performance of the Services, shall vest in the Client and the Service Provider agrees to assist the Client in

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obtaining any necessary licence or patent in relation to such copyright and all other Intellectual Property Rights.

- 7.2 The Service Provider warrants that they have the right to use all software that they may utilise in connection with the Services and that such use does not infringe any third party property rights and that all necessary licences in connection with the use of all software have been purchased.

8 Insurance

- 8.1 The Service Provider shall maintain during the agreement, adequate employers' liability insurance, public liability insurance and professional indemnity insurance. The Service Provider shall provide evidence of cover upon request.
- 8.2 The Service Provider warrants that should it utilise a motor vehicle in connection with the provision of the Services to the Client it has in force up-to-date motor vehicle insurance that covers business use.

9 Termination

- 9.1 The Company may, in the first week of Supply, terminate the Service Provider forthwith without cause.
- 9.2 The Company may terminate the Agreement forthwith should;
- 9.2.1 the Client find the Service Provider to be negligent, inefficient, or technically unsuitable;
 - 9.2.2 the Client advise the Company that the Service Provider's Consultant(s) has, in its reasonable view, committed an act of misconduct which makes it unacceptable for the Client to continue to use the Services;
 - 9.2.3 the Client fail to make payment to the Company in accordance with its agreements with the Company for the provision of Services. For the avoidance of doubt this sub-clause is not restricted to the Client's failure to pay for the Service Provider's Services provided pursuant to the Agreement;
 - 9.2.4 except as permitted by law, the Parties shall not disclose any Confidential Information relating to the other party without the other party's prior written consent;
 - 9.2.5 the Agreement between the Company and the Client fail to commence for whatever reason;
 - 9.2.6 the Service Provider and/or its Consultant(s) be convicted of a serious criminal offence which, in the opinion of Company, could affect the Company's reputation;
 - 9.2.7 a receiver, administrative receiver, administrator or similar officer be appointed to the Service Provider or any part of its assets or undertaking, or the Service Provider goes into liquidation;
 - 9.2.8 the Service Provider be unable to fulfil the Agreement, as required for any reason;
 - 9.2.9 a receiver, administrative receiver, administrator or similar officer be appointed to the Client or any part of its assets of undertakings, or the Client go into liquidation; and
 - 9.2.10 the agreement between the Client and the Company be terminated forthwith by the Client for any reason.
- 9.3 The Agreement may be terminated by the Company at any time upon the provision of 28 days' notice in writing to the Service Provider unless stated otherwise in Schedule 1.
- 9.4 The Agreement may not be terminated by the Service Provider, this assignment is based on a Fixed Term Assignment.

10 Indemnities

- 10.1 The Service Provider shall indemnify the Company from all claims, actions or demands by third parties (which shall include the Client), against the Company and from all damages, losses, costs, expenses and payments whatsoever suffered or incurred by the Company in respect of any breach of the agreement by the Service Provider arising during the Agreement. The Company may satisfy this indemnity from any payments due to the Service Provider by the Company.
- 10.2 The Service Provider shall indemnify the Company and/or its current or previous Directors against any claims for tax and National Insurance made against the Company by the HMRC or any third party in respect of Services provided by the Service Provider during the period of the Agreement including claims made under the Transfer of Debt Regulations.

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- 10.3 The Service Provider shall indemnify the Company from and against any losses which the Company may incur (including those arising out of third party claims) as a result of the Consultant(s) claiming to be (or some public body regarding him, as) an employee or worker of the Company, the Client or the Client's client.
- 10.4 The Service Provider shall indemnify and hold the Company harmless against any and all claims, losses, liabilities, damages, expenses or costs (including legal costs) connected with, or resulting from any claim made by a Consultant(s) under Part 3 of the Agency Workers Regulations arising out of any breach or alleged breach of the Agency Workers Regulations.

11 Restriction

- 11.1 Sub Clause 11.2 and 11.3 shall only apply to an agreement with a Service Provider and Consultant(s) who have opted out of the Regulations.
- 11.2 The Service Provider and its Directors undertake that they shall not and that they shall procure that the Consultant(s) shall not enter into any agreement, whether directly or indirectly, to supply services of a similar nature to the Client or a subsidiary or associated company of the Client or the Client's clients, other than through the Company for a period of 12 months following the termination of the Agreement.
- 11.3 The Service Provider and its Directors hereby acknowledges that the Company expends significant resources in sourcing and maintaining its clients and is entitled to protect its commercial interests.
- 11.4 The Service Provider acknowledges that should the Client or a third party to whom it has Introduced the Service Provider wish to utilise the Service Provider's services other than through the Company, then the Company may be able to charge the Client a fee or agree an extension of the Supply with the Client.

12 Anti-Corruption

- 12.1 The Service Provider shall not:
- 12.1.1 offer, give or agree to give to any Consultant, employee or other representative of the Company any gift or other consideration which could act or could reasonably be perceived to act as an inducement or a reward for any act or failure to act connected to the award or performance of this Agreement; nor
 - 12.1.2 enter into this Agreement if it is aware that any money has been, or will be, paid to any person working for or engaged by either Party, unless any such arrangement constitutes bona fide payment for the Services or has been disclosed to the Company in writing prior to the conclusion of the Agreement.

13 General

- 13.1 If any term herein conflicts with any term in the Schedules, then the Schedules shall take precedence, with the exception of Clause 9.1. If there is a conflict in terms between the Schedules, then Schedule 2 shall take precedence.
- 13.2 The interpretation, construction, effect and enforceability of the Agreement shall be governed by English Law and the parties agree to submit to the exclusive jurisdiction of the English Court.
- 13.3 The forbearance or failure of the Company to enforce any of its rights or remedies to which it is entitled under the Agreement shall not be construed as a waiver of those rights or remedies and shall not restrict or prevent the Company enforcing or exercising those rights or remedies in any other instance at any time whether during or after the termination of the Agreement.
- 13.4 The terms of the Agreement and of any specification provided under the Agreement may only be varied in writing by authorised representatives of both parties.
- 13.5 The terms of the Agreement represent the entire Agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise.

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- 13.6 If any provision of the Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Agreement had been executed with the invalid provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the Parties shall immediately commence good faith negotiations to remedy such invalidity.
- 13.7 The Service Provider is under no obligation to provide Services to the Company other than as specified in the schedules hereto. There is no obligation on the Company to offer further assignments, nor is the Service Provider obliged to accept any further assignments.
- 13.8 Upon termination of this Contract, the Service Provider shall return to the Client all property belonging to the Client obtained whilst providing the Services.
- 13.9 Nothing in the Agreement shall serve to create any employer/employee relationship or principal/agent relationship between;
- 13.9.1 the Company and the Service Provider; or
 - 13.9.2 the Company and the Consultant(s); or
 - 13.9.3 the Consultant(s) and the Client.
- 13.10 The Service Provider shall observe the provisions of the Data Protection Act 1998 and shall indemnify the Company for any breach thereof.
- 13.11 Save where the Regulations apply, the Company shall be entitled to deduct by way of set off from payments due;
- 13.11.1 any loss that has been caused to the Company as a result of overpayment;
 - 13.11.2 any loss resulting from the Service Provider's breach(es) of the Agreement; or
 - 13.11.3 any amount required in order for the Company to comply with its legal and statutory obligations.
- 13.12 No rights shall accrue to any third party under the Agreement pursuant to The Contracts (Rights of Third Parties) Act 1999.
- 13.13 For the purposes of the Data Protection Legislation, the Company and Client are both a Data Controller and the (where Data Controller has the meaning as defined in the Data Protection Legislation) but they are not Joint Controllers unless a specific agreement is made to that effect between the parties.
- 13.14 The parties shall ensure that they notify the other without undue delay on becoming aware of a Personal Data breach relevant to Personal Data transferred pursuant to this Agreement.
- 13.15 In the event of any suspected or actual breach of Data Protection Legislation the Service Provider shall (at its own expense):
- 13.15.1 notify the Company immediately; and
 - 13.15.2 provide such information, assistance and cooperation and do such things as the Company may request to (i) investigate and defend any claim or regulatory investigation; (ii) mitigate, remedy and/or rectify such breach; and (iii) prevent future breaches.
- 13.16 For full details of the Company's Data Privacy Notification, please see <http://www.gravitasrecruitmentgroup.com/data-privacy-notification/>.

THE CONDUCT OF EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESS REGULATIONS 2003 ('THE REGULATIONS')

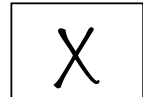
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Please tick one of the following boxes:

TO OPT OUT OF THE REGULATIONS

I am a director of **HERRENGT LIMITED** ('the Service Provider'), and am the person who shall be supplied by the Service Provider to carry out the work



I, and the Service Provider, agree and give notice that, the Conduct of Employment Agencies and Employment Business Regulations 2003 ('the Regulations') shall **not** apply to any services provided to **SBAR ENDURANCE LIMITED**

This declaration shall also extend to all fixed term contract services provided through Gravitas Recruitment Group.

OR

FOR THE REGULATIONS TO APPLY

I confirm that I wish the Regulations to apply to all services provided by me, including fixed term contracts for the provision of technical services.



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