

SYSTEMSACCOUNTANTS LIMITED
CONTRACTOR TERMS AND CONDITIONS for Direct Client Agreements

1. The Contract Documents

- 1.1** These are the Terms and Conditions (the “Conditions”) referred to in the attached Statement of Work between the Company, the Contractor and the Consultant (the “Statement of Work”). All business transacted with SystemsAccountants Limited or its subsidiaries, trading divisions or brands (including SystemsAccountants, Bradshaw Partners, and/or SA) or any other associated company (each of whom is referred to in these Conditions as the “Company”) in relation to the placing of contractors with clients is subject to these Conditions and those set out in the Statement of Work. The Statement of Work, any updated Statement of Work referred to in Condition 3, the Conditions and the Contractor’s and the Consultant’s acceptance of them shall constitute a binding contract between the Contractor, the Consultant and the Company (this “Agreement”).

The Contractor’s and the Consultant’s acceptance will be signified by their written acceptance on a copy of the Statement of Work or, if no written acceptance is issued, by the Contractor or its Consultant commencing work on the Project. Where the period during which the Services are required by the Client is extended by subsequent agreement in writing between the Company, the Contractor and the Consultant (or if no written agreement is signed, if the Client requests such an extension and the Contractor and/or Consultant continues to work on the Project during the extended period), the period of this Agreement shall be extended accordingly and any further letters setting out such agreement to extend the End Date be deemed to vary the original Statement of Work and accordingly to form part of this Agreement. Extension to the End Date may happen on more than one occasion.

2. Definitions

The terms Client, Contractor, Project, End Date, Services and Fees shall have the meanings given to them in the Statement of Work.

The term Consultant in these Conditions shall mean the Initial Consultant as that term is defined in the Statement of Work and any substitute Consultant subsequently appointed in accordance with Condition 3.

The term VAT in these Conditions shall mean value added tax and any similar sales, consumption or turnover tax whether chargeable in the United Kingdom or elsewhere in the world.

The term Tax Authority shall mean HM Revenue and Customs, or any other statutory, government, state, provincial or local governmental authority, body or official whomsoever (whether of the United Kingdom or elsewhere in the world).

The term Associate means shall mean (i) (where the Client is a company) any parent undertaking or subsidiary undertaking of the Client or subsidiary undertaking of such a parent undertaking (as those terms are defined in Section 1162 of the Companies Act 2006, save that for the purposes of Section 1162(2) an undertaking shall be treated as a member of another undertaking if any shares in that other undertaking is held by a person (or that person’s nominee) by way of security or in connection with the taking of security granted by the undertaking) or (ii) (where the Client is another form of organisation) any company or organisation under the same or materially the same, ownership or control as the Client.

The term Losses means any demand, contribution, claim, action, proceeding, liability, loss, damage, costs, expenses, tax, national insurance contributions (to the extent permitted by law) and charges and any related penalties, fines or interest whatsoever whether founded in statute,

contractor, tort or otherwise made or brought against or incurred (including without limitation all losses, liabilities and costs incurred as a result of defending or settling any claims).

3. The Contractor and the Consultant

This Agreement relates to the introduction of the Contractor to the Client to perform Services to the Project (through the Consultant). To avoid any doubt, the Contractor is not exclusively contracted to the Company or the Client and is able to provide services, including the services of the Consultant, to third parties provided that the Contractor is able to perform its obligations to the Client and to the Company.

The Contractor shall allocate a suitably qualified individual or third party (the "Consultant") to carry out the Project on its behalf and shall provide the Company with such information relating to the Contractor and/or any Consultant, in writing if requested, that the Company reasonably requests. The Contractor shall be entitled to provide a suitably qualified substitute Consultant if they are unable to provide the Services under this Agreement. The Contractor shall allocate a suitably qualified individual or third party (the "Consultant") to carry out the Project on its behalf and shall provide the Company with such information relating to the Contractor and/or any Consultant, in writing that the Company reasonably requests. The Contractor reserves the right to substitute their Services, provided the Client is reasonably satisfied that any proposed substitute possesses the necessary skills and qualifications for the satisfactory completion of the Services.

If a replacement Consultant is agreed, the Contractor shall, in its own time and its own expense, be responsible for the smooth and efficient handover to the replacement Consultant and will ensure no disruption to the Services performed by the Contractor to the Client as a result of such handover. In the event that any disruption is caused by such handover, the Contractor will indemnify the Company (and/or the Client) in respect of all costs, losses, damages and expenses which arise as a result. Any handover to any substitute Consultant shall be at no cost to the Company or Client. It shall be the responsibility of the Contractor to contract with the substitute Consultant to provide the services required and shall continue to indemnify the Company and/or Client in accordance with clause 7.

4. Contractor responsibilities for suitability of Consultant

4.1 Notwithstanding any enquiries made by the Company as to the Contractor's or Consultant's qualifications and experience, the Contractor shall be solely responsible for ensuring that it and the Consultant have all suitable skills and experience required in order to carry out the Project and have obtained all necessary qualifications (required by law or any professional or regulatory body), work permits, visas and such like for the performance of the Services on the Project in the country in which the Services are to be performed.

The Contractor will:

- 4.1.1** Obtain and review copies of the Consultant's curriculum vitae or business profile where applicable;
- 4.1.2** Obtain and follow up diligently on references provided by the Consultant;
- 4.1.3** Carry out any credit or background checks reasonably requested by the Company or Client to confirm the identity or suitability of the Consultant;
- 4.1.4** Generally take all reasonable steps which a prudent party would take to satisfy itself as to the Consultant's suitability to undertake the Services on the Project; and
- 4.1.5** Disclose to the Company all facts and information as would reasonably be likely to affect

the willingness of the Company and the Client to engage the Contractor or the Consultant.

4.2 The Consultant and the Contractor jointly and severally warrant to the Company:

4.2.1 That they have all the skills, experience, qualifications, work permits, visas and such like referred to in this Condition 4; and

4.2.2 That all information given to the Company (whether in writing, by email or orally) prior to, and relevant to, the selection of the Contractor or the Initial Consultant or any replacement Consultant, was and will remain true and accurate in all respects throughout the period when the Contractor or Consultant (as applicable) is engaged on the Project.

4.3 The Company shall have the right to audit the procedures of the Contractor taken to comply with its obligations and warranties under Condition 4.1 and 4.2 respectively and the Contractor shall cooperate fully with any requests for information from the Client with regard to the matters covered in this Condition 4.

4.4 In the event of any breach of the obligation in Condition 4.1 or the warranty in Condition 4.2, the Company's remedies shall include an entitlement to a full refund of any payments made to the Contractor in relation to Services carried out by a Consultant who did not comply with the requirements for suitability set out in this Condition 4 and the Consultant shall be jointly and severally liable with the Contractor to make payment of any such refund.

5. Contractor responsibilities in carrying out the Project

The Contractor shall, and shall procure that the Consultant shall, carry out the Project for the Client on the following terms:

5.1 The Contractor and/or the Consultant shall record the time spent on providing the Services (and only that time) and shall comply with such timesheet or other verification procedures as may be specified in the Statement of Work or by the Client;

5.2 All intellectual property rights (including, but not limited to, copyright) arising directly out of the Contractor and/or the Consultant's work on the Project shall vest in the Client, providing that:

(i) This shall not include any intellectual property rights of the Contractor and/or the Consultant existing prior to commencement of the Project; and

(ii) The Contractor and/or the Consultant shall remain entitled to use their general skills and experience and to improve and develop these in the course of work on the Project, and the Contractor and Consultant jointly and severally warrant to the Company that no third party intellectual property rights shall be infringed in performing the Project and that in respect of moral rights the Contractor and Consultant shall waive, to the extent legally possible, any moral rights which they may have in the product of their performance of the Project for the benefit of the Client;

5.3 To the extent that any intellectual property which is to vest in the Client in accordance with Condition 5.2 does not automatically vest in the Client, the Contractor and the Consultant shall assign, or procure the assignment of, such intellectual property with full title guarantee and shall do all such acts and execute and deliver such documents (at its cost) as may reasonably be required to give full effect to the foregoing;

- 5.4** The Contractor and Consultant acknowledge that no further remuneration or compensation other than provided for under Conditions 11 and 12 may become due to the Contractor and/or Consultant in respect of the operation of Conditions 5.2 and 5.3;
- 5.5** The Contractor and/or the Consultant shall, if and when present on premises of the Client, comply with such rules, regulations, policies, procedures, codes of practice and the like concerning health and safety and security as may apply on such premises and be notified to the Contractor and/or the Consultant by or on behalf of the Client insofar as they are applicable to the Contractor and/or the Consultant.
- 5.6** The Contractor and Consultant shall provide and maintain to a high standard any and all equipment that may be deemed necessary during the course of the project
- 5.7** The Contractor and Consultant shall take all reasonable precautions not to introduce any computer viruses on to any Client system and shall not download any unlicensed software on a Client site or for use in any Services performed for the Client;
- 5.8** The Contractor and the Consultant shall use industry standard virus checking software before sending data, programmes or information to the Client, in encoded format or otherwise, and on receiving any of the same from the Client or third parties on its behalf;

5.10 Confidentiality

5.10.1 The Contractor and the Consultant shall keep confidential, information of a confidential or proprietary nature of the Client or customers or other third parties which the Client has access to in the course of its business, which comes within their knowledge in the course of performing the Project, and such information shall:

- (i) Be deemed to include the existence of this Agreement;
- (ii) Only be used to the extent necessary for proper performance of the Project; and
- (iii) Be returned or destroyed where so requested by the Company and/or Client (and the Contractor and/or Consultant shall certify in writing, where requested, that all such confidential information has been returned or destroyed);

5.10.2 The obligations of confidentiality set out in Condition 5.10 shall survive the termination or expiry of this Agreement but shall not apply to any information which:

- (i) Is authorised for release or disclosure by the Client;
- (ii) Is required to be disclosed by a competent court or regulatory body or by any applicable law; or
- (iii) Has entered the public domain other than as result of breach of the Contractor's and/or Consultant's obligations under this Agreement;

5.11 The Contractor and/or the Consultant has full autonomy regarding the completion of the project in agreement with deadlines and reporting requirements of the client (with time being of the essence in this respect). The Contractor and Consultant in performing the Services shall act only to the extent of the authority given to them within the scope of the project;

- 5.12** The Contractor and the Consultant shall perform the Project and Services using reasonable skill and care to best industry standards which would be expected from a skilled and experienced person engaged in similar Services and in compliance with all legislation and regulations relevant to the provision of the Services;
- 5.13** Save for the work specification of the Client which it provides to the Contractor or Consultant, the Consultant shall have autonomy in respect of the technical manner used to perform services to the Project and subject to the demands of the project, to when the work is completed. The Contractor or Consultant shall report to the Client on the progress of the Project Services when requested; neither the Company nor the Client shall have responsibility for the supervision of the work undertaken by the Consultant;
- 5.14** The Contractor and the Consultant shall not in any circumstances represent themselves as an employee or agent of the Client or the Company or do anything which would reasonably be regarded as detrimental to the Client's business interests;
- 5.15 Data Protection**
- The Contractor and the Consultant shall comply with the requirements of the prevailing Data Protection Laws, and in particular:
- 5.15.1** Shall only use and/or process personal data provided by the Client or the Company as is necessary for the proper performance of their obligations under this Agreement and which is in accordance with any guidelines for such use or processing as may additionally be provided by the Client and/or Company;
- 5.15.2** Shall ensure that appropriate technical and organisational security measures are in place to prevent unauthorised or unlawful processing of such personal data or any loss, destruction or damage of, or to, such personal data;
- 5.16** Unless otherwise previously agreed with the Company, the Contractor and the Consultant shall not use any name, brand, mark or symbol of the Client in any publicity, advertising or for any other purpose without the Client's prior written consent;
- 5.17** The Contractor and the Consultant shall cooperate fully with any requests from the Client to conduct audits of relevant information related to the performance of the Services on the Project including providing information and access promptly; and
- 5.18** The Contractor and the Consultant shall retain their records relating to the matters provided for in this Agreement for two years after expiry or termination of this Agreement (subject always to Condition 5.10.1 (iii) or for the period required by law, whichever is longer, and will provide copies of such records to the Company if requested for a reasonable purpose.

6. Change of Consultant

If for any reason the Consultant becomes unable to carry out the Project, the Contractor shall notify the Company as soon as is reasonably practicable (and within 48 hours) by phone confirmed by email and have 7 days from the date on which such notification is made to appoint (in accordance with Condition 3) a substitute, failing which either party shall be entitled (at any time during the next 7 days) to terminate this Agreement by written notice with immediate effect without penalty but without prejudice to accrued rights and liabilities.

7. Contractor Status

- 7.1** Neither the Contractor nor the Consultant are employees of the Client or the Company. The Contractor is engaged as an independent contractor and accordingly it will comply with all statutory and legal requirements relating thereto (including, without limitation, the correct payment of taxation and National Insurance Contributions) will fall upon and be discharged wholly and exclusively by Contractor. If any person should seek to establish any liability or obligation upon the Company or upon the Client on the grounds that the contractor is an employee or worker (or should be treated as such for the purpose of employment rights, benefits and/or taxation) of the Company or of the Client, the Contractor agrees to indemnify and hold harmless both parties and to keep Company and/or Client, as the case may be, indemnified in respect of any such liability or obligation and any related (without limitation) costs, expenses, legal expenses, proceedings, settlements or other losses which the Company or Client incur. The Company shall not be liable for the acts and omissions of the Contractor or the Consultant. Without prejudice to the other provisions of this Agreement, in the performance of this Agreement and in any dealings with either the Company or the Client pursuant to this Agreement, the Contractor and the Consultant shall at all times act on a basis which is consistent with the Contractor acting in the capacity of an independent contractor with separate legal personality and shall not take or permit to be taken any action which may cause the separate legal personality of the Contractor to be disregarded or an employment relationship to be inferred between the Consultant and either the Company or the Client.
- 7.2** The Contractor and the Consultant jointly and severally warrant to the Company that the Contractor is not and will not be a managed service company (within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003) and that there are not and, so far as the Contractor and the Consultant are aware, will not be any circumstances in which any tax liability of the Contractor or the Consultant, or any tax chargeable in respect of income, profits or gains earned, accrued or received by the Contractor, or any tax chargeable in respect of any salary or other emoluments paid or provided (or deemed to have been paid or provided) to the Consultant, could be imposed or assessed on the Company or the Client.
- 7.3** The Contractor and the Consultant shall jointly and severally fully and effectively indemnify the Company on demand against:
- 7.3.1** Any and all taxes, imposts, duties, levies, withholdings, national insurance contributions (or the equivalent in other jurisdictions) and other charges in the nature of taxation, together with any interest, penalty, fine or surcharge in respect of the same, whether of the UK or elsewhere in the world, which may arise in respect of, or become chargeable by reference to, the Client's use of the Contractor and/or the Consultant ("Taxation"); and
- 7.3.2** Any expenses (including professional advisors' fees) incurred by the Company in connection with any claim made against it with respect to any such Taxation or in recovering such Taxation from the Contractor and/or Consultant.
- 7.4** Without prejudice to Condition 7.1, the Company does not have liability for:
- (i) Any and all liability incurred by or claimed against, and
- (ii) Any and all loss (including loss of profit or business or revenue or goodwill or anticipated savings or data), expense (including professional advisers' fees), interest, penalty or fine incurred by or claimed against, the Client, the Contractor or the Consultant, whether direct, indirect or consequential, and whether or not the Company or other such party knew or should have known or has been advised of the possibility of such liability, loss, expense, interest, penalty or fine ("Liability"), in connection with the Contractor's or Consultant's performance or non-performance of this Agreement.

The Contractor and the Consultant shall jointly and severally fully and effectively indemnify the Company on demand against any and all Liability, incurred by the Company as a result of a claim by any party that the Company shall have any Liability (whether arising in contract, tort or otherwise) arising from or by reference to the Contractor's or Consultant's acts or omissions (whether or not constituting negligence) in connection with this Agreement.

- 7.5** The Contractor and the Consultant shall notify the Company immediately following the receipt by either party from any Tax Authority of any claim, assessment, notice, demand or other document (a "Tax Claim") indicating that either the Contractor or the Consultant may, in relation to the provision of the Services by the Contractor under this Agreement, be assessed to tax on a basis which is inconsistent with the Contractor providing the Services in the capacity of an independent contractor with separate legal personality and the Consultant acting only in the capacity of an employee and / or director of the Contractor. The Contractor or the Consultant (as the case may be) shall provide the Company with a copy of the Tax Claim and any other information reasonably requested by the Company or its agents to enable it to determine the possible implications of the Tax Claim for the Company and/or the Client. If the Company, acting reasonably, forms the view that the Tax Claim may result in the imposition of any tax or other liability on the Company or the Client in respect of the Services provided by the Contractor under this Agreement, it shall be entitled to terminate this Agreement by written notice with immediate effect without penalty but without prejudice to accrued rights and liabilities and any right it may have to recover any such liability from the Contractor or the Consultant.
- 7.6** The Contractor and the Consultant must make its own payment and other arrangements in respect of holiday, sickness, disability, insurance and pension arrangements for its directors, staff and workers. Neither the Company nor the Client have any obligation in these areas to either Contractor or Consultant.
- 7.7** The Contractor shall (and shall procure that the Consultant shall) comply with all legal and fiscal obligations of the country in which the Services are performed including but not limited to the obligations of clause 7.5, the Working Time Regulations 1998 or local equivalent (if applicable) and any requirement to register residency. The Contractor and/or Consultant shall indemnify the Company and or Client from any breach of this clause.
- 7.8** The Contractor shall (and shall procure that the Consultant shall) comply with the provisions of the Immigration, Asylum and Nationality Act 2006 (the "Act") or work out in full each time in all relevant respects and, if the Consultant is subject to immigration control for the purposes of such Act, the Contractor warrants that:
- 7.8.1** It has carried out all pre-engagement checks as required under both the Act and UK Border Agency guidance and is satisfied that the Consultant has valid and subsisting leave to enter and remain in the United Kingdom for the duration of the Agreement; and
- 7.8.2** The Consultant is not subject to any conditions which may preclude or have an adverse effect on the provision of the Services.
- 7.9** The Contractor, shall in respect of any replacement consultant supplied pursuant to clause 3, carry out the same pre-engagement checks and provide the same warranty as set out in clause 7.8.
- 7.10** The Contractor covenants with the Company that it will indemnify the Company (or, as the case may be, the Client) from and against any liability (including, without limitation, fines, interest and penalties):

- 7.10.1** Which arises as a result of the death of or injury to the Consultant (save where caused by the negligence of the Company)
- 7.10.2** Which arises because the Contractor or the Consultant is regarded as an employee,
- 7.10.3** Which the Company (or the Client) may be subject as a result of the failure of the Contractor to comply with their obligations under the agreement.
- 7.10.4** Where the Contractor does not make its own payment and other arrangements in respect of holiday, sickness, disability, insurance and pension arrangements for its directors, staff and workers. Neither the Company nor the Client have any obligation in these areas to either the Contractor or Consultant.
- 7.10.5** Which arises because the Contractor contracted on behalf of the Company and/or the Client (without the prior written authority)

8. AGENCY WORKER REGULATIONS 2010

- 8.1** The parties do not anticipate that the Agency Worker Regulations 2010 (the “AWR”) will apply to the performance by the Contractor of the Services to the Project (through the Consultant) as neither the Contractor nor the Consultant will work under the supervision and direction of the Client. However, notwithstanding this, where the AWR do apply this Condition 8 and Condition 12.3 will apply and the Contractor will comply with the AWR in all relevant respects.
- 8.2** The Company will take reasonable steps to ensure that the Client complies with its obligations under the AWR in respect of the Consultant and will take reasonable steps to obtain relevant information from the Client about the basic working and employment conditions of comparable employees at the Client where and to the extent required to do so under the AWR.
- 8.3** Prior to the Project Start Date (and at any time at the Company’s request) the Contractor will inform the Company whether: -
 - 8.3.1** (not taking into account any service before 1 October 2011) in respect of the performance of the Services to the Project, (a) the Consultant has worked in the same role (or a role not substantively different) with the Client (or any Associate of the Client) for 12 continuous weeks (as provided for in Regulation 7 of the AWR) or will do so taking into account the assignment covered by this Agreement and (b) the Consultant is still so working at the Project Start Date (taking into account the provisions of Regulation 8 of the AWR) (the “12 Week Qualifying Period”); and
 - 8.3.2** The Consultant has a permanent contract of employment with the Contractor which complies with the requirements of Regulation 10 of the AWR (a “Regulation 10 Contract”). The Contractor will inform the Company immediately if or when the Regulation 10 Contract is terminated.
- 8.4** Where the Consultant has completed the 12 Week Qualifying Period, the Contractor will ensure that the Consultant is working under the same basic working and employment conditions in respect of:
 - 8.4.1** The duration of working time;
 - 8.4.2** Night work;
 - 8.4.3** Annual leave;

8.4.4 Rest periods; and/or

8.4.5 Rest breaks, as comparable employees/workers of the Client engaged in the same or broadly similar work as the Consultant (as provided for by Regulation 5 of the AWR) (“Comparable Employee”) where these are preferential to those basic working and employment conditions of the Consultant.

8.5 The parties agree that where practicable any request for information and/or dispute in relation to the application of the AWR should be resolved between the Company and the Contractor and accordingly:

8.5.1 The Contractor will not contact the Client in respect of any dispute and/or request for information until it has first contacted the Company and given (i) the Company a reasonable opportunity to gather the information and (ii) the Company and the Contractor together, both acting reasonably and in good faith, an opportunity to resolve the dispute;

8.5.2 The Consultant agrees not to, and the Contractor will use its best endeavours to procure that the Consultant will not, contact the Client in respect of any dispute and/or request for information until he/she has first contacted (through the Contractor) the Company and given (i) the Company a reasonable opportunity to gather the information and (ii) the Company, the Contractor and the Consultant together, all acting reasonably and in good faith, an opportunity to resolve the dispute; and

8.5.3 The Contractor will procure that the Company will promptly receive details of any dispute and a copy of any request for information which are sent to the Client by the Contractor and/or the Consultant.

8.6 Where the Contractor receives a written request for information from a Consultant in circumstances where the Consultant alleges that he or she has not received equal treatment under the AWR it shall act reasonably, deal with such a request promptly and ensure that it sends a copy of such a request to the Company in sufficient time and with sufficient information for the Company to gather the relevant information from the Client and respond to the Contractor within the time-limits imposed by the AWR.

8.7 The Contractor and the Consultant shall jointly and severally, fully and effectively indemnify the Company on demand against any and all losses, liabilities, damages, costs, expenses, interest, penalty or charges incurred by the Company or made against it (“Losses”) directly or indirectly as a result of:

(a) Any failure by the Contractor and/or the Consultant to comply with this Condition 8, or with Condition 12.3; and

(b) Any claim by or on behalf of a Consultant that there has been a breach of the AWR by the Company, the Contractor and/or the Client, save to the extent any such Losses are as a result of any act or omission of the Company and/or the Client.

9. No obligations to offer/accept work outside the Project

Neither the Company nor the Client are under any obligation to offer work to the Contractor or the Consultant and, if offered, neither the Contractor nor the Consultant are obliged to accept. For the avoidance of doubt, other than when the Contractor or the Consultant are performing the Services to the Project, neither the Company nor the Contractor or the Consultant wishes to create or imply any mutuality of obligation between themselves. The Company is not obliged to pay the Contractor

any Fees at any time when no work is available or done on the Project during this Agreement whether in respect of holidays, illness or absence or for any other reason.

10. Insurance

The Contractor warrants that it shall at all times ensure that it has valid and adequate insurances in force to provide cover for all acts and omissions of the Contractor and any Consultant relating to the Project during the period of this Agreement. As a minimum these will include:

- public liability insurance for a sum of not less than £1,000,000 (one million pounds) and
- professional indemnity insurance for a sum of not less than £1,000,000 (one million pounds) and
- employer's liability where required by statute and at the statutory level and
- Tax liability & Legal Protection insurance for a sum of not less than £100,000 (one hundred thousand pounds) and
- any other policies and levels of cover as notified by the Company from time to time as requested by the Client.

Where the Client requires it, the Contractor shall maintain and provide evidence to the Company and the Client of insurance cover at levels no less than those specified by the Client. These policies must be kept up to date throughout the course of this Agreement and for a period of one year following expiration of termination thereof.

11. Rectification of Defective Work

Without prejudice to the Company's rights under Condition 14, the Contractor agrees, solely at its own expense, to rectify any work notified by the Client to the Contractor or the Consultant as not being of the standard required under Condition 5.12 or in accordance with the Client's work specification under Condition 5.13 or requirements under Condition 5.12.

12. Fees

12.1 The Company shall pay to the Contractor the Fees in accordance with the payment terms detailed in the Statement of Work subject always to the Contractor having complied, and having procured that the Consultant has complied, with their obligations for timesheet and verification procedures under Condition 5.1 and to the Contractor and Consultant having met any Project milestones which are specified in the Statement of Work or notified by the Client or the Company as being required conditions. The Fees shall be calculated by multiplying the daily charge rate of the Contractor, as specified in the Statement of Work, by the number of days (or parts thereof) worked by the Contractor and/or the Consultant. When signed or approved by the Client (whether by email, via the Company's online timesheet system or otherwise), the Contractor's timesheet shall be binding on the Contractor. The Fees shall be exclusive of any VAT chargeable thereon, which shall be payable in addition to the Fees by the Company only in exchange for a valid VAT invoice.

12.2 In making payment of the Fees, the Company shall be entitled to deduct from the Fees any amount (including fines, interest and penalties) which it is required by law to deduct or withhold and to pay to the Contractor only the balance of the Fees remaining after the making of such deduction or withholding or the Company considers have been previously overpaid and/or are required to be paid to the Client, HM Revenue and Customs or any other relevant authority.

12.3 Subject to the requirements at Condition 12.4 being met, where the AWR apply to the performance of the Services to the Project and where the Consultant is entitled as a consequence of the AWR to:

12.3.1 An increase in pay then the Company shall in order to comply with the AWR increase the Fees. Any variation in the Fees shall be notified to the Contractor and the Consultant in writing or by email and shall be deemed to be a variation to the Statement of Work and this Agreement. The Contractor shall ensure that at all times where there is a variation in the Fees in accordance with this Condition 12.3 it shall at the same time make the same variations to the corresponding payments it makes to the Consultant;

12.3.2 An increase in annual leave entitlement then where the Contractor receives any increased payment for leave from the Company the Contractor will make the same payment to the Consultant, subject to the usual PAYE deductions; and

12.3.3 Be considered for a bonus payment then the Contractor and the Consultant will comply with any requirements of the Company and/or the Client relating to the assessment of the Consultant's performance for the purpose of determining whether or not the Consultant is entitled to a bonus and the amount of any such bonus. If a bonus award is made to the Consultant and the Contractor receives any such bonus payment from the Company the Contractor will make the same payment to the Consultant, subject to the usual PAYE deductions.

12.4 The requirements referred to at Condition 12.3 are that:

12.4.1 The Consultant has completed the 12 Week Qualifying Period;

12.4.2 The Company becomes aware that the AWR applies to this Agreement in respect of the Consultant;

12.4.3 There is a Comparable Employee with entitlements to pay and/or annual leave which are preferential to those entitlements of the Consultant under his contract with the Contractor;

12.4.4 The Consultant is not employed on a Regulation 10 Contract; and

12.4.5 The Contractor and the Consultant have complied, with their obligations under Condition 12.1 in respect of Fees.

12.5 Any payment made to the Contractor by the Company or the Client does not constitute acceptance of the relevant Services and will not prevent the Company from taking subsequent action against the Contractor in respect of those Services or from recovering any amount overpaid or wrongfully paid.

13. Timesheets

If the Consultant or Contractor fails to comply with any procedures with respect to authorisation of timesheets, the Company has no liability to the Contractor or Consultant to pay Fees with respect to the unauthorised time .

14. Termination

14.1 This Agreement will continue in force until the End Date unless terminated earlier in accordance with Condition 6, Condition 7.5 or Condition 14.2 or by the Company giving written notice of termination with immediate effect to the Contractor and Consultant in any of the following circumstances:

14.1.1 If the Client terminates its agreement with the Company for the engagement of the Contractor or terminates such part of its agreement with the Company as relates to the

engagement of the Contractor. For the avoidance of doubt, if the Client terminates its agreement with the Company in part by terminating its requirement for some of the Services, the Company may likewise terminate this Agreement in part insofar as it relates to such Services that the Client no longer requires;

14.1.2 If the Company terminates its agreement with the Client for the engagement of the Contractor or terminates such part of its agreement with the Client as relates to engagement of the Contractor;

14.1.3 If the Contractor or Consultant undergoes insolvency proceedings of any nature;

14.1.4 If the Contractor or the Consultant breaches this Agreement;

14.1.5 If the Client withholds payment from the Company of its fees for any reason. In such circumstances, the Company may also or as an alternative to termination withhold payment from the Contractor of the relevant Fees otherwise due to the Contractor pending resolution of its issues with the Client; If the outcome of the dispute with the Client is that the Company, acting reasonably, agrees to issue the Client with a credit note, then the fees which would otherwise have been due to the Contractor shall not be payable by the Company with respect to the work performed by the Contractor to which the credit note relates.

14.1.6 The Contractor and/or consultant is considered unsatisfactory by Client for any reason.

14.2 This Agreement may also be terminated by written notice of termination and date of termination to the Contractor and Consultant of not less than the period of termination specified in the Statement of work.

14.3 In the case of proven non-performance of the Contractor and Consultant, the Company may terminate this Agreement with immediate effect by serving written termination in accordance with the Termination Period to the Contractor and Consultant.

14.4 No penalty shall be incurred for early termination notified in accordance with Condition 6, 7.5, 14.1 or partial termination notified under Condition 14.1.1 but accrued rights and liabilities will not be affected save that where this Agreement is terminated for reasons of insolvency or non-payment by the Client, the Contractor shall not be entitled to receive from the Company payment of Fees with respect to Services for which the Company has not recovered payment from the Client.

15. Workspace resources, facilities etc.

The Company or Client shall not be responsible for providing or meeting costs for the provision of working space or any necessary resources, facilities, car, ICT equipment or the like for the Contractor or Consultant to perform the Services. The Contractor shall be fully responsible for procuring that these are available in order that the Consultant may perform the Services in accordance with the obligations under this Agreement.

16. Conduct of Employment Agencies and Employment Business Regulations 2003

The Contractor warrants that it and the Consultant have agreed that the Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended or re-enacted from time to time (the "Regulations") shall not apply to either of them and notice of this fact has been given to the Company. This is without prejudice to any right the Consultant has to withdraw such notice with effect from the date when he/she stops working in his or her current position.

17. Notices

Notices requiring to be served under this Agreement shall be served via email or letter to the relevant party and at the relevant address specified in the Statement of Work. Notice shall be deemed served 24 hours after the issue of such email or letter provided the email or letter has been properly addressed and sent, in the case of letter by first class mail, special delivery or courier for delivery on the next business day.

Signatures provided by electronic mail, facsimile or EchoSign (or such other electronic signature application determined by the Company from time to time) shall legally bind the parties to the same extent as the original signature.

18. Force Majeure

Neither party will be liable for any breach of its obligations set out in this Agreement which results from causes beyond its reasonable control including, but not limited to, fire, flood, aircraft damage, explosion, electrical failure, strikes, lock-outs, riots, civil commotion, state of national emergency or government action of any cause whatsoever (whether or not of a similar nature to the above) (an "Event of Force Majeure").

Each of the parties hereto agrees to give immediate notice of termination to other on its becoming aware of an Event of Force Majeure, such notice of termination to contain details of the circumstances giving rise to the Event of Force Majeure.

Failure to give notice of termination within 3 days of its becoming aware of the Event of Force Majeure will lose the affected party the right to rely on the provision of this clause. If a default due to an Event of Force Majeure shall continue for more than 1 week, then the party not in default shall be entitled to terminate this Agreement. Neither party shall incur any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

19. Anti-Bribery

19.1 The Contractor acknowledges and agrees (and shall procure that the Consultant also acknowledges and agrees) that the Company will not tolerate bribery in any form in connection with the conduct of its business.

19.2 The Contractor shall (and shall procure that the Consultant shall):

19.2.1 Comply with all applicable laws, statues, regulations, codes and guidance relating to anti-bribery and anticorruption ("Anti-Bribery Laws"), including without limitation the Bribery Act 2010.

19.2.2 Not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;

19.2.3 Not do, or omit to do, any act that will cause the Company to be in breach of the Anti-Bribery Laws; and

19.2.4 Promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Contractor and/or Consultant in connection with the performance of this Agreement.

19.3 The Contractor and/or the Consultant shall promptly notify the Company, if at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not

be able to repeat the warranties set out in clause 19.2. Breach of this clause shall be deemed a material breach of this Agreement.

- 19.4** The Contractor and the Consultant shall indemnify the Company against all Losses incurred by the Company as a result of any breach of this clause 19 by the Contractor and/or the Consultant (including any consequential loss or damage).

20. General

20.1 Entire Agreement

This Agreement sets out the entire agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. This Agreement applies to the exclusion of any terms or conditions contained in any quotation, proposal or other document submitted to or by the Company or the Client.

20.2 Variations

Subject to Condition 1 as regards deemed agreement to extensions of this Agreement and to Condition 12.3 as regards deemed variation to the Fees, any variations to this Agreement will only be valid and binding on the parties if it is in writing and signed by both a Director of the Company and a duly authorised representative of the Contractor.

20.3 Waiver

No waiver of any breach shall constitute a waiver of that or any future breach or of any right or remedy of any party in that respect or preclude or restrict the further exercise of that or of any other right or remedy. No single or partial exercise of a right of remedy shall preclude or restrict the further exercise of that or any other right or remedy.

20.4 Set-off

The Company may at any time, without notice to the Contractor or the Consultant, set off any liability of the Contractor to the Company against any liability of the Company to the Contractor, whether any such liability is present or future, liquidated or unliquidated and irrespective of whether the Consultant is jointly and severally liable with the Contractor for that liability. Any exercise of the Company's rights under this Condition shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

20.5 Governing Law

The Agreement is governed by the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.

20.6 Invalidity

If any part of this Agreement is found to be invalid, illegal or unenforceable in any jurisdiction, that provision or part of a provision shall, to the extent required, be deemed to be deleted and not to form part of this Agreement in the relevant jurisdiction, but this will not affect the remainder of the Agreement, or the validity, legality or enforceability of the provision in any other jurisdiction, which will remain in full force and effect.

20.7 Representations

No party shall be entitled to enter into any contract on behalf of any other or pledge the credit of any other.

20.8 Headings

Headings are for convenience only and do not affect or restrict the interpretation of the Conditions.

20.9 Survival

The rights and obligations of the parties which by their nature are intended to survive termination or expiry of this Agreement shall remain in full force and effect after such termination or expiry.

20.10 Third Party Rights

This Agreement shall not give any rights to third parties (including the Client) other than to the subsidiaries, trading divisions, brands or associated companies of SystemsAccountants Limited as provided for in Condition 1 and excludes all legislation which purports to do so. Other than for those entities within the definition of "Company", no person who is not a party to the Agreement may enforce any of its terms.

20.11 Control

The parties agree that AWR, Conduct Regulations and Off-Payroll are not inter-dependent and their applicability to Assignment does not determine supervision, direction or control by Client.

20.12 Protection of SystemsAccountants Limited and proprietary information

The Contractor shall inform the Company of any direct or indirect approach to it or the Contractor by the Client with a view to the Contractor working for the Client at any time prior to the expiry of six months after the termination or expiration of this Agreement. The Contractor shall not (and shall procure that the Consultant shall not), without the Company's prior written consent:

- (a) prior to the expiry of six months after the termination or expiration of this Agreement:
 - (i) enter into (or approach with a view to entering into) a contract of employment or contract for services directly or indirectly with the Client or Client Group Company; or
 - (ii) induce (or seek to induce) to leave or cease performing service(s) for any Company group company, any contractor or employee of any Company group company with which or whom the Contractor or Consultant had material contact in the course of its/his/their duties at any time in the 12 months prior to such termination or expiration; or
 - (iii) induce (or seek to induce) the Client to engage the services of any other person in competition with the Company or provide candidates to the Client with a view to such candidates providing services to the Client (other than via the Company); (b) use a business name used by any Company group company, for the purposes of a business similar to (or competing with) any business carried out by a Company group company.