

AGREEMENT FOR THE ENGAGEMENT AND PROVISION OF SERVICES: UMBRELLA COMPANY

Networking People (UK) Limited, a company incorporated in England & Wales (registration number 3535327) of Building 4, 2 Old Street Yard, London, EC1Y 8AF (“NP GROUP”), acting as an employment business as defined by section 13(3) of the Employment Agencies Act 1973, agrees to engage the Intermediary and the Intermediary agrees to provide services to NP GROUP’s Clients, subject to this Agreement and on the terms of any relevant Assignment Schedule. Together NP GROUP and the Intermediary shall be the “parties”.

1. DEFINITIONS

1.1 In this Agreement, the following definitions apply:

“Assignment”	means the services to be performed by the Worker for a period of time during which the Intermediary is engaged by NP GROUP to render services to the Client, in accordance with a relevant Assignment Schedule.
“Client”	means the person, firm or corporate body (together with any subsidiary or associated company of the Client as defined by s.1159 of the Companies Act 2006 and s.416 of the Income and Corporation Taxes Act 1988 respectively) requiring the services of the Intermediary.
“Confidential Information”	means any and all confidential commercial, financial, marketing, technical, or other information or data of whatever nature relating to the Client or NP GROUP or their business or affairs, including, but not limited to, this Agreement, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets, and other information concerning the Assignment, in any form or medium whether disclosed or granted access to, whether in writing or orally or any other means, provided to the Intermediary or any third party in relation to the Assignment by the Client or NP GROUP or by a third party on behalf of the Client whether before or after the date of this Agreement together with any reproductions of such information in any form or medium, or any parts of such information.
“Intermediary”	means the limited company introduced by NP GROUP to render services to the Client.
“Opted-Out”	means opted-out of the Conduct Regulations in accordance with Regulation 32(9);
“ITEPA”	means the Income Tax (Earnings and Pensions) Act 2003.
“Loss” and “Losses”	means all losses, liabilities (including without limitation any liability to any tax), damages, costs, expenses and charges whether direct, indirect, special or consequential (including without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees), including such items arising out of or resulting from actions, proceedings, claims and demands.
“Relevant Jurisdiction”	means any jurisdiction in which the Intermediary carries out an Assignment.
“Worker”	means the employee, officer or other representative of the Intermediary,

which the Intermediary shall supply to NP GROUP to provide services to the Client during an Assignment, as identified in the Assignment Schedule, or such substitute as the Intermediary may appoint with the prior written approval of the Client.

- “Data Controller”** means (i) "data controller" in the Data Protection Act 1998 in respect of processing undertaken on or before 24 May 2018; and (ii) "controller" in accordance with the General Data Protection Regulation (EU) 2016/679 in respect of processing undertaken on or after 25 May 2018;
- “Data Protection Legislation”** means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation, (a) the Data Protection Act 1998; (b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy resulting from the United Kingdom leaving the European Union;
- “Data Subject”** means as set out in, and will be interpreted in accordance with Data Protection Legislation;
- “Personal Data”** means as set out in, and will be interpreted in accordance with Data Protection Legislation;
- “Personal Data Breach”** means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms;
- “Process”** means as set out in, and will be interpreted in accordance with Data Protection Legislation and “Processed” and “Processing” will be construed accordingly.

- 1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3 The headings contained in the Agreement are for convenience only and do not affect their interpretation.
- 1.4 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement).

2. THE AGREEMENT

- 2.1 This Agreement together with the applicable Assignment Schedule constitutes the entire agreement between NP GROUP and the Intermediary and governs all Assignments undertaken by the Intermediary and performed by the Worker at the request of NP GROUP. No contract shall exist between the parties be-

tween Assignments, save that the Intermediary's obligations pursuant to clauses 7, 12, 13, 14 and 16, 17 and 18 shall remain in force following the termination of the Assignment (howsoever caused). This Agreement shall prevail over any terms put forward by the Intermediary. This Agreement is deemed to be accepted by the Intermediary upon signature or commencement of an Assignment by the Intermediary, whichever event is the earlier.

- 2.2 No variation or alteration to this Agreement or the Assignment Schedule shall be valid unless agreed between NP GROUP and the Intermediary. The details of any variation, including but not limited to any change in the scope, nature or time schedule of the services to be performed by the Intermediary on the Assignment and any consequential amendment to fees and expenses as a result of such changes, shall be notified to the Intermediary by NP GROUP in writing.

3. PROVISION OF ASSIGNMENTS

- 3.1 NP GROUP will endeavour to obtain suitable Assignments for the Intermediary. NP GROUP is under no obligation to offer Assignments to the Intermediary and the Intermediary is under no obligation to accept any Assignment offered by NP GROUP. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any Assignments.
- 3.2 Subject to clause 6.5, the Intermediary's obligation to perform services during an Assignment shall be performed by the Worker named in the relevant Assignment Schedule.
- 3.3 The suitability of the work to be offered shall be determined by NP GROUP and NP GROUP shall incur no liability to the Intermediary or the Worker should it fail to offer Assignments.

4. RELATIONSHIP BETWEEN THE PARTIES

- 4.1 The Intermediary carries on the business of providing temporary/locum/contractor services.
- 4.2 During an Assignment, the Intermediary will be engaged on a contract for services by NP GROUP on the terms of this Agreement and the relevant Assignment Schedule. For the avoidance of doubt, this Agreement shall not be construed as a contract of employment between any Worker Workersupplied to carry out the Assignment, and either NP GROUP or the Client. The Intermediary shall ensure that no Worker shall hold himself out as an employee of either NP GROUP or the Client.
- 4.3 The Intermediary acknowledges that it supplies its services to NP GROUP as an independent Intermediary and that accordingly the responsibility of complying with all statutory and legal requirements in any Relevant Jurisdiction, relating to any Worker (including but not limited to the payment of taxation) shall fall upon and be discharged wholly and exclusively by the Intermediary.
- 4.4 Any liabilities of an employer arising out of the Assignment shall be the liabilities of the Intermediary. In the event that any person should seek to establish any liability or obligation upon NP GROUP on the grounds that the Worker is an employee or a worker of NP GROUP or the Client, the Intermediary shall, upon demand, indemnify NP GROUP and keep it indemnified in respect of any such liability or obligation and any related Losses which NP GROUP or the Client shall incur.
- 4.5 In the event that NP GROUP is required by law to provide information about the Worker, the Intermediary will provide all information requested as soon as reasonably practicable, and not later than 10 working days after NP GROUP's request.

5. UNDERTAKINGS OF THE INTERMEDIARY

5.1 The Intermediary warrants to NP GROUP that:

- 5.1.1 By entering into and performing its obligations under this Agreement it will not be in breach of any obligation which it owes to any third party;
- 5.1.2 It is not and undertakes that it will not become a managed service company (“MSC”) as defined in section 61B of the ITEPA;
- 5.1.3 Its Workers have the necessary skills and qualifications to perform the Assignments, and are engaged by the Intermediary on a contract of employment;
- 5.1.4 It is responsible for and pays the correct PAYE, tax and NICs in accordance with the relevant legislation in respect of any Worker;
- 5.1.5 Where applicable, the Intermediary operates a legitimate travel and subsistence scheme for its employee in strict compliance with the relevant tax law and HMRC guidance and shall use all reasonable endeavours to check the accuracy of the expenses claims made by the Workers;
- 5.1.6 Its Workers have the legal right to work in the UK or in any Relevant Jurisdiction and will, on request, provide NP GROUP with any and all documents for the purposes of photocopying, which confirm a Worker’s right to work in the UK or in any Relevant Jurisdiction;
- 5.1.7 It will comply at all times with ITEPA and any legislation relating to National Insurance contributions (“NICs Legislation”), including in particular in relation to the deduction of appropriate PAYE and national insurance contributions in relation to payments made to the Worker or the equivalent in any Relevant Jurisdiction or any jurisdiction in which the Worker is registered for such tax and social security contributions;
- 5.1.8 It is not incorporated or registered or resident for tax purposes in a jurisdiction outside the UK, and, if it is, it shall provide written details of such registration to NP GROUP prior to the commencement of any Assignment;
- 5.1.9 It will pay all tax liabilities arising on the Intermediary, including, but not limited to corporation tax and VAT whether in the UK or any Relevant Jurisdiction;
- 5.1.10 It will provide NP GROUP with all such information it may require to comply with any reporting requirements NP GROUP has under s.716B ITEPA;
- 5.1.11 If required by law to be registered, it will become registered and will remain registered for Value Added Tax (VAT) and will notify NP GROUP immediately of such registration. In the event of the Intermediary no longer being registered for VAT it will inform NP GROUP immediately;
- 5.1.12 Before entering into this agreement, both it and the Worker carrying out the Assignment have given to NP GROUP valid notices opting out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 in accordance with regulation 32(9) therein; and
- 5.1.13 Its Workers have consented in writing to NP GROUP and any relevant Client (and any third party involved in the supply of services of the Intermediary to the Client) processing the Workers’ personal data for the purposes of the performance of the Assignment and the exporting and/or processing of the Workers’ personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of an Assignment or this Agreement.

5.2 The warranties and undertakings of the Intermediary in clause 5 are given on a continuing basis and are deemed to be given by the Intermediary during the performance of the services by the Worker. If the Intermediary is unable at any time during an Assignment to give such warranties it shall inform NP GROUP

immediately. The Intermediary shall indemnify NP GROUP and keep it indemnified in respect of any related Loss which NP GROUP or the Client shall incur as a result of such breach of warranty.

6. OBLIGATIONS OF THE INTERMEDIARY

- 6.1 The Intermediary agrees on its own part and on behalf of the Worker if it accepts an Assignment:
- 6.1.1 Not to engage in any conduct detrimental to the interests of NP GROUP or the Client which includes any conduct tending to bring NP GROUP or the Client into disrepute or which results in the loss of custom or business.
 - 6.1.2 To comply with any statutory or other reasonable rules or obligations of the Client including but not limited to those relating to health and safety during the Assignment to the extent that they are applicable to them while performing the Assignment(s) and to take all reasonable steps to safeguard its own safety, the safety of the Worker and the safety of any other person who may be affected by its actions on the Assignment.
 - 6.1.3 To provide NP GROUP with copies of the terms under which the Intermediary has engaged any relevant Worker.
 - 6.1.4 To furnish the Client and/or NP GROUP with any progress reports relating to the Assignment as may be requested from time to time.
 - 6.1.5 To, in the event that the Worker having a right to work in the UK covered by a social security scheme in a Member State other than the UK, ensure that it or the Worker will pay such social fee contributions as may be applicable in the Member State concerned. In the event that NP GROUP is required to pay contributions in the Member State concerned or in the UK, the Intermediary undertakes to indemnify NP GROUP for the same.
 - 6.1.6 To use best endeavours to supply the services on Assignment in a professional manner and to a high standard of workmanship at all times.
 - 6.1.7 To provide at its own cost all such necessary equipment as is reasonable for the adequate performance by the Worker of the services on Assignment.
 - 6.1.8 To notify NP GROUP forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
 - 6.1.9 To comply with the Data Protection Act 1998 in respect of any personal data which the Intermediary is granted access to for the purpose of or by reason of the performance of an Assignment.
 - 6.1.10 Not to commit any act or omission constituting unlawful discrimination against or harassment of any member of NP GROUP or the Client's staff.
 - 6.1.11 To notify NP GROUP immediately in writing if it becomes subject to an HMRC investigation assessment and or enquiry relating to ITEPA, the NIC legislation or VAT legislation or equivalent or similar legislation in any Relevant Jurisdiction in respect of the Assignment.
- 6.2 The Intermediary and Workers shall have reasonable autonomy in relation to determining the method of performance of the services but in doing so it shall co-operate with the Client and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Client.
- 6.3 If the Worker is unable for any reason to perform the services during the course of an Assignment the Intermediary should inform NP GROUP as soon as is reasonably practicable but in any event no later than 1 hour after it becomes aware of any event which renders the Intermediary unable to perform the services on the Assignment.

- 6.4 If, either before or during the course of an Assignment, the Intermediary becomes aware of any reason why its assigned Worker may not be suitable for an Assignment, the Intermediary shall notify NP GROUP without delay.
- 6.5 Subject to the prior written approval of the Client, the Intermediary shall be entitled to assign or sub-contract the performance of the services on Assignment provided that NP GROUP and the Client are reasonably satisfied that the assignee or sub-Intermediary has the required skills, qualifications, resources and personnel to provide the services to the required standard and that the terms of any assignment or sub-contract contain the same obligations imposed by this Agreement. Where the Intermediary is a registered company in the UK, the Intermediary shall ensure that any Worker, sub-Intermediary or assignee are not and shall not become an MSC and that they are PSCs which are compliant in all respects with ITEPA and NICs Legislation, or similar or equivalent legislation in any Relevant Jurisdiction. The Intermediary will ensure that any assignee or sub-Intermediary appointed has obtained insurance cover which satisfies the requirements set out in clause 16.1.3. If requested by NP GROUP, the Intermediary shall provide the services of the replacement Worker, sub-Intermediary or assignee free of charge for up to 10 working days to effect a handover of the services being provided on Assignment.
- 6.6 Save as otherwise stated in this Agreement, the Intermediary shall be entitled to supply its services to any third party during the term of this Agreement provided that this does not compromise and is not to the detriment of the supply of its services to the Client.

7. RESTRICTIONS

- 7.1 The Intermediary agrees and acknowledges that while providing the services to the Client on Assignment, the Intermediary and the Worker are likely to obtain Confidential Information belonging to NP GROUP or to the Client. NP GROUP has spent considerable time and effort in developing and maintaining its relationship with the Client and the Intermediary agrees, and shall procure that the Worker also agrees, that neither the Intermediary nor the Worker shall, during the Assignment and for [twelve] months following the termination of the Assignment (howsoever caused), whether directly or indirectly through any company, partnership or person:
- 7.1.1 solicit or enter into any contract with the Client or with any third party introduced to the Intermediary or the Worker by the Client, to provide any services to the Client or to the third party of the same or a similar nature to the services provided by the Intermediary during the Assignment;
- 7.1.2 provide services to the Client or any third party introduced to the Intermediary or to the Worker by the Client which are of the same or a similar nature to the services provided by the Intermediary during the Assignment, whether as a result of a direct engagement by the Client or the third party or whether as a result of a contract entered into by the Intermediary and/or the Worker with another person, firm or company to provide such services to the Client or a third party;
- 7.1.3 interfere or seek to interfere in any contract between NP GROUP and the Client or any third party;
- 7.1.4 solicit or seek to solicit any person, firm, employee, consultant or company to terminate or alter any contractual relationship with NP GROUP;
- 7.1.5 discourage any person, firm or company from entering into a contractual relationship with NP GROUP;
- 7.1.6 introduce any other supplier, consultant, person, firm or company to provide services to the

Client, other than through NP GROUP; without the prior written consent of NP GROUP. Such consent may be withheld at the absolute discretion of NP GROUP or granted subject to any conditions which NP GROUP may require.

- 7.2 If the Intermediary and/or the Worker breaches any of the restrictions set out in clause 7.1 above, the Intermediary agrees to indemnify NP GROUP for any Loss suffered as a result thereof, including all reasonable legal and professional fees incurred.
- 7.3 Without prejudice to clause 7.2 above, in the event of the Intermediary and/or the Worker breaching clauses 7.1.1 and 7.1.2 above the Intermediary shall be liable to pay NP GROUP a Fee on demand representing the amount that the Intermediary would have received from NP GROUP in respect of a 13 week Assignment with the Client. The Intermediary and the Worker acknowledge and agree that such sum is a genuine pre-estimate of the loss that NP GROUP would incur in such circumstances.

8. INVOICING AND PAYMENTS

- 8.1 On a monthly basis, and no later than 2pm on the Tuesday following the period to which it relates, the Intermediary shall produce and deliver to NP GROUP its invoice for the amount due from NP GROUP, along with a timesheet giving a detailed breakdown of the work and time to which the invoice relates. The Intermediary's invoice must include the Intermediary's name, company registration number, and VAT number, and any VAT due on the invoiced sum, if VAT is applicable.
- 8.2 The Intermediary shall enter their time worked using NP GROUP's online timesheet management system and shall obtain the signature of an authorised representative of the Client on the timesheet as verification of execution of the provision of the services set out in the invoice. No payment shall be made for work not carried out. NP GROUP shall not be obliged to pay any fees to the Intermediary (a) unless the Intermediary has submitted an invoice in accordance with clause 8.1 above; and (b) unless and until the Client has authorised or signed the relevant timesheet; and (c) the hours claimed are true and accurate.
- 8.3 If the Intermediary submits an invoice with a timesheet on which the Intermediary has failed to obtain proper verification from the Client of the hours and services undertaken, NP GROUP shall conduct further investigations into the hours and services invoiced and the reason for the Intermediary's failure to provide proper verification. This may delay payment to the Intermediary. Where the Client disputes any timesheet presented by the Intermediary, the Intermediary shall immediately inform NP GROUP and shall provide all assistance required by NP GROUP to verify that timesheet with the Client.
- 8.4 The Intermediary shall provide receipts in relation to invoiced expenses and NP GROUP may withhold payment of expenses subject to receiving such receipts. VAT on expenses must be shown separately.
- 8.5 Subject to the Intermediary complying with the provisions of this clause 8, NP GROUP will pay the Intermediary within 31 days of the Intermediary submitting its invoice and timesheet as set out in clause 8.1 above, or the date of the invoice, whichever is the later, for those hours specified on the properly verified timesheet.
- 8.6 NP GROUP cannot guarantee to make payments to the Intermediary for any invoice and timesheet which is submitted more than [one] month after the end of the period to which it relates. In such situations, NP GROUP shall use reasonable endeavours to obtain corresponding payment from the Client but in such circumstances NP GROUP shall only make payment to the Intermediary where NP GROUP has received payment from the Client for the period of the Assignment in question.

- 8.7 Without prejudice to NP GROUP's rights under this Agreement, in the event that an amount is due from the Intermediary to NP GROUP
- 8.7.1 under an indemnity given in this Agreement; or
 - 8.7.2 in relation to any sum that the Intermediary is liable to pay to NP GROUP in respect of any breach of this Agreement; or
 - 8.7.3 if an overpayment has been made by NP GROUP to the Intermediary

NP GROUP may withhold, deduct or set-off that sum from whole or part of any sum then due or which at any time later becomes due to the Intermediary under this Agreement.

9. FEES AND EXPENSES

- 9.1 The fee payable by NP GROUP to the Intermediary for an Assignment shall be at the rate set out in the Assignment Schedule. The Intermediary shall not be entitled to reimbursement of expenses unless such expenses have been agreed by the Client and the Intermediary has supplied NP GROUP with verification of the Client's approval of the expenses.
- 9.2 NP GROUP shall not be obliged to pay the Intermediary for any periods during which the Intermediary's Services are not being provided under an Assignment.

10. AGENCY WORKERS REGULATIONS 2010 ("AWR")

- 10.1 In the event that a Worker is deemed to be an agency worker as defined in the AWR (an "Agency Worker"), the provisions in this clause 10 will apply. As a Temporary Work Agency as defined in Regulation 4 of the AWR, the Intermediary will comply with the AWR in all relevant respects.
- 10.2 The Intermediary will provide all information about Agency Workers' previous Assignments or assignments through any other employment business or direct with a Client as may be necessary for NP GROUP to establish whether the Agency Worker will qualify for the equal treatment provisions of the AWR during an Assignment, upon request by NP GROUP at any time.
- 10.3 NP GROUP reserves the right to make any variation to the Assignment Details Form necessary in order to comply with the equal treatment provisions of the AWR in relation to any Agency Worker on Assignment and the Intermediary shall ensure that, if at any time NP GROUP makes a variation to the Assignment Details Form for these purposes, the Intermediary will, at the same time, make the same variations to the corresponding payments or leave entitlements the Intermediary makes to the Agency Worker.
- 10.4 Under the AWR the Agency Worker may, during an Assignment, be entitled to paid or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave from the Intermediary under the Working Time Regulations 1998. Any such entitlement and how any payment accrues will be set out in the Assignment Details Form (or any variation to it). The Intermediary agrees to pass such information and any payment for leave it receives from NP GROUP to the Agency Worker.
- 10.5 The Intermediary will notify NP GROUP as soon as possible prior to the commencement of the Assignment under this Agreement if the Agency Worker has a permanent contract of employment with the Intermediary that satisfies the requirements of Regulation 10 of the AWR and immediately if and when any such contract is terminated. In the event that the Agency Worker has such a contract, the provisions of clause 10 will not apply.

11. TERMINATION

- 11.1 An Assignment may be terminated by either NP GROUP or the Intermediary by giving the other party in writing the period of notice specified in the relevant Assignment Schedule.
- 11.2 Notwithstanding clause 11.1 above, NP GROUP may without notice and without liability terminate an Assignment at any time, where:
- 11.2.1 The Intermediary has committed any serious or persistent breach of any of its obligations under this Agreement;
 - 11.2.2 The Client reasonably believes that the Intermediary or Worker has not observed any condition of confidentiality applicable to the Intermediary and Worker from time to time;
 - 11.2.3 For any reason the Intermediary or Worker proves unsatisfactory to the Client or the Worker proves unsuitable;
 - 11.2.4 The Intermediary or the Client becomes insolvent, dissolved or subject to a winding up petition;
 - 11.2.5 Any Worker or other member of the Intermediary's staff is suspected of any fraud, dishonesty or serious misconduct;
 - 11.2.6 The Worker has failed to perform the Assignment for 3 days or more;
 - 11.2.7 NP GROUP suspects or believes that the Intermediary has not complied with the requirements of ITEPA or the NICs Legislation or similar or equivalent legislation in any Relevant Jurisdiction.
 - 11.2.8 The Client reasonably believes that the Intermediary and/or Worker has damaged or is damaging the reputation of the Client;
 - 11.2.9 whereupon an event of force majeure or any other incapacity of the Intermediary/Worker affects the delivery of services; or
 - 11.2.10 NP GROUP has reason to believe the Client may not be able to pay any or all of NP GROUP's invoices.
- 11.3 Failure by the Intermediary to give notice of termination as required by clause 11.1 shall constitute a breach of contract and shall entitle NP GROUP to claim damages from the Intermediary for any Loss suffered by NP GROUP.
- 11.4 The Intermediary acknowledges that the continuation of the Assignment is subject to and conditioned by the continuation of the contract entered into between NP GROUP and the Client. In the event that the contract between NP GROUP and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Intermediary.
- 11.5 In the event that the Assignment is terminated pursuant to clauses 11.2.3 or 11.2.5 above, NP GROUP shall not be liable to pay the Intermediary for any period in respect of which a Client will not make a payment to NP GROUP, provided always that the Client provides evidence to NP GROUP which allows NP GROUP to reasonably believe that all or part of the services performed during the period in question were unsatisfactory and/or that the Client has suffered Loss as a result of the event or circumstances giving rise to the termination of the Assignment (including but not limited to damage to reputation). This provision applies whether or not the Client has authorised the Intermediary's timesheets for the period in question.

12. Intellectual property

- 12.1 The Intermediary acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the Assignment carried out by the Intermediary and Workers (and any third party to whom this Agreement is assigned or subcontracted) for the Client shall belong to the Client, save as such rights as may be expressly owned or retained by the Intermediary as set out in the Assignment Schedule. Accordingly, the Intermediary shall (and shall procure that the relevant Workers shall) execute all such documents and do all such acts as NP GROUP require from time to time in order to give effect to the rights under this clause (on behalf of itself or the Client).

13. confidential information

- 13.1 In order to protect the confidentiality and trade secrets of any Client, and/or NP GROUP, without prejudice to every other duty to keep secret all information given to it or gained in confidence, the Intermediary agrees on its own part and on behalf of the Workers:
- 13.1.1 Not at any time whether during or after the Assignment (unless expressly authorised by the Client or NP GROUP as a necessary part of the Intermediary's provision of services) to disclose to any person or to make use of any of the trade secrets or Confidential Information of the Client or NP GROUP with the exception of information already in the public domain;
 - 13.1.2 To return to the Client or NP GROUP (as directed) at the end of the Assignment all documents and other materials belonging to the Client (and any copies) which are in its possession including documents and other materials created by the Intermediary or the Workers during the course of the Assignment; and
 - 13.1.3 To keep confidential from any third party and from the Client the rates paid to the Intermediary by NP GROUP, both during and after the Assignment.
 - 13.1.4 Not at any time to make any copy, abstract, summary or precis 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 provision of services under the Assignment in which event any such item will belong to the Client or NP GROUP as appropriate.
- 13.2 Nothing in this clause shall prohibit a Worker from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996. Neither shall it prevent the Intermediary or any Worker from disclosing information which is within the public domain by reason other than the Intermediary or Worker's disclosure.
- 13.3 The Intermediary agrees that if NP GROUP and/or Client suffer disclosure of their confidential information through breach of clause 12.1, NP GROUP or Client (as the case may be) shall be entitled, in addition to any and all other remedies, to temporary and injunctive relief.

14. DATA PROTECTION

- 14.1 The parties hereto
- 14.1.1 acknowledge this clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation;
 - 14.1.2 acknowledge that for the purposes of the Data Protection Legislation, NP GROUP is a Data Controller and the Intermediary is a Data Controller but they are not Joint Controllers (as defined in the Data Protection Legislation) unless a specific agreement is made to that effect between the parties;

- 14.1.3 agree that the Worker is not the Client's Data Processor (as defined within Data Protection Legislation) save where agreed otherwise within an Assignment Schedule and subject to additional terms and conditions;
 - 14.1.4 warrant to each other that any Personal Data relating to a Data Subject, whether provided by the Client, by NP GROUP, by the Intermediary or by the Worker, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation and for the purposes of fulfilling this Agreement;
 - 14.1.5 will ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - 14.1.6 will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure;
 - 14.1.7 will provide reasonable assistance to the other in responding to any request from a Data Subject with respect to data subject access requests and other data subject rights, data security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 14.1.8 will promptly notify the other on becoming aware of a suspected or actual Personal Data breach relevant to Personal Data transferred pursuant to this Agreement; and
 - 14.1.9 will maintain complete and accurate records and information to demonstrate their compliance with this clause 14.
- 14.2 The Intermediary understands, and shall ensure that the Worker understands and consents that in providing Services, Personal Data relating to the Worker will be collected by NP GROUP and passed to Client in the course of the administration of the agreement between NP GROUP and the Client. The Intermediary shall ensure the Worker understands that in providing Services, the Client and/or NP GROUP, or anyone processing data on behalf of the Client and/or NP GROUP, may transfer Personal Data relating to the Worker outside the European Economic Area.
- 14.3 The Intermediary will, and will procure that the Worker will, when requested so to do by NP GROUP, make available to NP GROUP all information necessary to demonstrate compliance with the obligations associated with Data Protection Legislation and clause 14 and will allow for audits and inspections (upon reasonable notice) in order to demonstrate compliance.
- 14.4 Notwithstanding clauses 14.1.7 and 14.1.8, in the event of a suspected or actual Personal Data Breach, Intermediary will promptly (at its own expense) provide such information, assistance and cooperation and do such things as NP GROUP may request to -
- 14.4.1 investigate and defend any claim or regulatory investigation;
 - 14.4.2 mitigate, remedy and/or rectify such breach; and
 - 14.4.3 prevent future breaches.
- 14.5 Intermediary will not, and will procure that Worker will not, release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of NP GROUP.
- 14.6 Intermediary understands, and will ensure that Worker understands, that in providing Services Personal Data may be Processed in order to comply with NP GROUP's and Client's or associated employment intermediaries' legal obligations, including reporting Assignment details to HMRC. Intermediary warrants that Worker has expressly consented to such Processing (including any such transfer) on the understanding that any Personal Data is processed fairly and lawfully in accordance with the Data Protection Legislation. Intermediary acknowledges, and shall ensure Worker acknowledges, that information provided in relation to clauses 5.1.10 and 5.1.13 may be disclosed by NP GROUP to a third party specifically for the purposes of complying with statutory legislation.

15. CONTRACT MONITORING AND AUDITS

- 15.1 NP GROUP reserves the right to audit the Intermediary on an ad hoc basis to ensure compliance with the Agreement and all statutory requirements in relation to the Worker who has worked on Assignments, including but not limited to ITEPA and the NICs legislation or similar or equivalent legislation in any Relevant Jurisdiction.
- 15.2 To assist NP GROUP in its audit, the Intermediary will maintain such records as are necessary to comply with this Agreement and all statutory requirements in relation to the Worker, and will provide copies of the same to NP GROUP on request. The Intermediary will provide NP GROUP with access to its premises and original records relating to the Worker.

16. LIABILITY AND INDEMNITY

- 16.1 The Intermediary shall:
- 16.1.1 be liable for any Loss to any party resulting from the negligent acts or omissions of the Intermediary or the Worker, or from the acts or omissions of any assignee or sub-Intermediary to whom the Intermediary assigns or sub-contracts the performance of services, during an Assignment; and
 - 16.1.2 be liable for any defects arising in relation to the services performed on Assignment 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 NP GROUP or the Client.
 - 16.1.3 Ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance such as Professional Indemnity Insurance in respect of the Intermediary and the Worker during an Assignment. The levels of cover required shall be £5,000,000 for Employer's Liability Insurance, £1,000,000 for Public Liability Insurance, £5,000,000 for Professional Indemnity Insurance. Any other insurance required for an Assignment will be set out in the relevant Assignment Schedule. Insurance must be obtained from reputable insurers.
- 16.2 The Intermediary hereby agrees and undertakes to indemnify NP GROUP against any Loss arising from any breach by it of the terms herein or any other legal obligations that it owes to NP GROUP or the Worker, including against any Losses NP GROUP or the Client may suffer or incur as a result of any claim made by or on behalf of the Worker under the AWR.
- 16.3 The Intermediary hereby agrees and undertakes to indemnify both NP GROUP and the Client against any Loss arising from all and any claims, assessments, demands and proceedings by any third party (including but not limited to HM Revenue and Customs or their successor) pursuant to IR35, ITEPA or the NICs legislation (or similar or equivalent legislation in any Relevant Jurisdiction) in respect of the payments made by the Intermediary to the Worker and all and any other taxes and revenues based on payments made by NP GROUP to the Intermediary under this Agreement.
- 16.4 Where the Intermediary or the Worker is in breach of this Agreement which results in the Client terminating the agreement between NP GROUP and the Client or terminating the Assignment, the Intermediary shall, without prejudice to any other remedy of NP GROUP, indemnify NP GROUP for any loss of NP GROUP's fee that would have been charged to the Client in respect of the remaining period of the Assignment.
- 16.5 The Intermediary shall be liable for any defects or deficiencies arising in relation to the services performed by the Worker in the course of the Assignment and shall, where requested by NP GROUP, rectify at its own cost and in its own time such defects or deficiencies as may be capable of remedy within the

period required by the Client or, where no such specific period is required, within a reasonable period of time from such request having regard to the nature of the defect or deficiency.

17. SEVERABILITY

17.1 If any of the provisions herein are found to be unenforceable, such provision shall be severed from the remaining terms, which continue to be valid to the extent permitted by the law.

18. GOVERNING LAW AND JURISDICTION

18.1 This Agreement shall be construed in accordance with the laws of England and Wales 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 and Wales.

19. THIRD PARTY RIGHTS

19.1 The Contracts (Rights of Third Parties) act 1999 shall only apply to this Agreement in relation to provisions for the benefit of the Client and no person other than parties (or their permitted assignees) or the Client shall have any rights under it.

Signed by	Signed by
Print name	Print name
On behalf of Networking People Limited	On behalf of
	Print contractor name