

MINDVERSE CONSULTING SERVICES LIMITED
STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF CONSULTANCY SERVICES

THIS AGREEMENT IS BETWEEN

- (1) **Mindverse Consulting Services Limited** incorporated and registered in England and Wales with company number 09895875 whose registered office is at 71-75 Shelton Street, WC2H 9JQ, London, United Kingdom (**Mindverse**).
- (2) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (**Client**).

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply to this agreement.

Agencies Legislation: means the "agency legislation" contained within sections 44 – 47 of the Income Tax (Earnings and Pensions) Act 2003 (as amended) and the Social Security (Categorisation of Earners) Regulations 1978 (SI1978/1689) as amended by the Social Security (Categorisation of Earners) (Contributions) Amendment Regulations 2014.

Approval System: Mindverse's web based time recording, contract management and billing system or such other time recording procedure that the parties may agree and specify in the Assignment Schedule.

Assignment: the period during which Mindverse supplies the services of a Consultant to the Client.

Assignment Schedule: the document issued by Mindverse to the Client setting out the specific terms of an Assignment.

AWR: the Agency Workers Regulations 2010.

Client: the person to whom Mindverse Introduces and/or supplies any Consultant.

Comparator Terms Information: accurate and comprehensive "Comparator" information (as defined in AWR) to enable Mindverse to determine the Relevant Terms and Conditions.

Conduct Regulations: the Conduct of Employment Agencies and Employment Business Regulations 2003.

Consultancy Fees: the fees payable by the Client to Mindverse for the provision of the Consultant's services in respect of an Assignment.

Consultant: any person Introduced and/or supplied by Mindverse to provide services (including any corporate body through which an individual provides services), and **Candidate** shall be construed accordingly.

Data Controller: means (i) "data controller" in the Data Protection Act 1998 in respect of Processing undertaken on or before 24 May 2018; and (b) "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: (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) the Data Protection Act 1998 (iii) any successor legislation to the GDPR or the Data Protection Act 1998.

Data Subject: means as set out in, and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject refers to the Consultant under this agreement.

Day 1 Rights: the rights of access to collective facilities and amenities and employment opportunities under regulations 12 and 13 of the AWR.

Employment: shall have the meaning set out in the Employment Agencies Act 1973 s.13 (1)(a) for the purposes of the definition of **Engage**.

Engage: the Employment, engagement or use of a Consultant's services directly or indirectly other than through Mindverse (whether for a definite or indefinite period) following an Introduction (whether or not the Introduction was the effective cause of the Engagement) and the terms **Engaged, Engages** or **Engagement** shall be construed accordingly.

Group: in relation to a company, that company, each and any subsidiary or holding company from time-to-time of that company, and each and any subsidiary from time-to-time of a holding company of that company.

Holding company and subsidiary: mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee.

Introduction: the provision by Mindverse to the Client of any information (by way of a curriculum vitae, other written format or orally), from which a Consultant can be identified and whether or not such information includes the Consultant's name, and **Introduce(s)** and **Introduced** shall be construed accordingly.

Introduction Date: the date Mindverse is deemed to have Introduced the Consultant to the Client.

Other Qualifying Payments: any remuneration payable to a Qualifying Consultant (other than their basic hourly rate), which is not excluded by virtue of regulation 6 of the AWR, including any overtime, shift premium, annual leave entitlement, commission or any bonus, incentive or rewards which are directly attributable to the amount or quality of work done by a Consultant and are not linked to a financial participation scheme (as defined by the AWR).

Payment Terms: subject to acceptable credit checks, 14 days from the date each invoice is issued by Mindverse, or such other period as may be agreed by the parties and specified in the Assignment Schedule.

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 or which relates to any Data Subject.

Process: means as set out in, and will be interpreted in accordance with Data Protection Legislation and **"Processed"** and **"Processing"** will be construed accordingly.

Qualifying Consultant: any Consultant who at the relevant time is entitled to or becomes entitled to the rights conferred by regulation 5 of the AWR and in particular has been provided to the Client (whether by Mindverse or any third party) for the Qualifying Period.

Qualifying Period: the 12-week qualifying period as defined in regulation 7 of the AWR.

Relevant Period: shall mean (a) whichever of the following period ends later (i) the twelve month period commencing on the Introduction Date, or (ii) the twelve month period commencing on the date the applicable Assignment terminates or expires; or, (b) if the Conduct Regulations apply, and the Consultant has commenced an Assignment, that period set out in regulation 10(5) and (6) of the Conduct Regulations.

Relevant Terms and Conditions: the relevant terms and conditions for any particular Qualifying Consultant as defined in regulations 5 (2) and 6 of the AWR, and **R.5 Rights and R.5 Terms** shall be construed accordingly.

Remuneration: the deemed total gross annual remuneration payable for the Consultant's services under an Engagement, including any: base salary or fees; bonus or commission; shares or pension contribution; housing, education, relocation or car allowance; and any other payments or monetary benefits whether guaranteed or otherwise. The annual Remuneration shall be calculated on the basis of a notional 52-week period and a standard working commitment of 5 days per week and 8 hours per day, irrespective of the actual duration or terms of the Engagement. If the Client fails to provide Mindverse with the details necessary to calculate the Remuneration, Mindverse shall be entitled to calculate the Remuneration on the basis of the higher of (a) the Consultancy Fee payable to Mindverse under the applicable Assignment (if any); (b) the proposed Consultancy Fee for the Consultant communicated by Mindverse to the Client at around the time of the Introduction; or (c) the market rate for a person with similar skills or experience to the Consultant.

Unsatisfactory Consultant: any Consultant that, in the reasonable opinion of the Client, is incapable of performing the Assignment or whose conduct is unprofessional or dishonest.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular; and, a reference to one gender shall include a reference to the other.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's successors and permitted assigns. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 The schedule(s) and appendices (if any) form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes any schedule(s) or appendices.
- 1.5 A reference to **writing** or **written** includes e-mail. Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition or phrase preceding those terms.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2. THE AGREEMENT

- 2.1 This agreement shall be deemed to have been accepted on the earlier of the date, that: (a) the Client uses or requests Mindverse's services; (b) any Consultant is Engaged; (c) any Consultant commences an Assignment; (d) the Client signs this agreement; or (e) the Client accepts this agreement through the Approval System, at which point the agreement will be deemed to have commenced, and shall continue until terminated in accordance with its terms.
- 2.2 Either party may terminate this agreement at any time by providing the other party with 30 days' prior written notice.

3. THE SERVICES

- 3.1 These terms set out the agreement between Mindverse and the Client for the Introduction or supply of Consultants by Mindverse to the Client. In the event that the Conduct Regulations apply to the Introduction of a Consultant or to an Assignment, Mindverse will act as an employment business.
- 3.2 For the purposes of this agreement and until such time the Client has been otherwise notified in writing, the Consultant has Opted Out of the Conduct Regulations.
- 3.3 The relationship of any Consultant to Mindverse or the Client will be that of independent contractor and nothing in this agreement shall render the Consultant an employee, worker, agent or partner of the Client, and the Client shall not hold itself out as an employer of any Consultant, exercise supervision, direction or control over any Consultant or integrate any Consultant into its workforce.
- 3.4 Prior to the commencement of an Assignment, Mindverse will as soon as reasonably practicable send the Client confirmation of:
 - (a) the rate charged by Mindverse in accordance with clause 5; (b) any notice period to terminate the Assignment; and
 - (c) the intervals at which invoices shall be rendered to the Client by Mindverse.

4. CLIENT'S OBLIGATIONS

- 4.1 When making a request for the provision of a Consultant to perform an Assignment, the Client will give Mindverse details of:
 - (a) the date on which the Client requires the Consultant to commence work and the duration, or likely duration, of the work;
 - (b) the position which the Client seeks to fill, including the type of work the Consultant in that position would be required to do, the location at which, and the hours during which, the Consultant would be required to work, and any risk to health or safety known to the Client and what steps the Client has taken to control such risks;
 - (c) the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law, or by any professional body, for the Consultant to possess in order to work in the position;

- (d) any expenses payable by to the Consultant; and
- (e) any information required by Mindverse to fulfil its obligations under the AWR, including accurate and complete Comparator Terms Information and any Other Qualifying Payments.

4.2 The Client shall ensure that any Consultant is aware of complies with:

- (a) all relevant regulations and codes of practice from time-to-time in force applicable to the Client's business; and
- (b) the Client's health and safety policy whilst any Consultants are on the Client's premises or any of the Client's customers' or suppliers' or agents' premises.

5. CONSULTANCY FEES

5.1 The Client will pay Mindverse the Consultancy Fees as agreed by the parties in writing or as set out in the Assignment Schedule in respect of all work performed by the Consultant. The Consultancy Fees comprise the Consultant's rate and include Mindverse's commission.

5.2 The following conditions apply to the Consultancy Fees:

- (a) they are calculated according to either the number of hours (to the nearest quarter hour) or the number of days worked by the Consultant multiplied by the applicable hourly or daily rate;
- (b) the minimum period of any Assignment shall be seven hours;
- (c) the Client shall at the end of each week or month during the Assignment (according to the Timesheet Period specified in the Assignment Schedule) approve a time sheet (either by way of signature or through the applicable Approval System) verifying the number of hours worked by the Consultant during that preceding Timesheet Period, and to certify that the Client is satisfied with the work performed. If the Client is unable to approve a time sheet produced for authentication by the Consultant because the Client disputes the hours claimed, the Client shall inform Mindverse immediately and shall co-operate fully and in a timely fashion with Mindverse to enable Mindverse to establish what hours, if any, were worked by the Consultant. Failure to approve any time sheet does not absolve the Client of its obligation to pay the Consultancy Fees in respect of the hours actually worked;
- (d) it is acknowledged that the Client shall not decline to approve a time sheet on the basis that it is dissatisfied with the work performed by the Consultant. In cases of unsuitable or unsatisfactory work the provisions of clause 7 shall apply;
- (e) the Client shall be required to pay the Consultancy Fees during any period of notice; and
- (f) the Client shall not discuss the Consultancy Fees with the Consultant.

5.3 The Client will reimburse Mindverse for any expenses properly incurred by the Consultant during the Assignment, provided the Client has approved the expense prior to it being incurred. The Client shall retain copies of any supporting receipts for each item of expense that is claimed.

5.4 Mindverse reserves the right to vary the Consultancy Fees by giving reasonable notice to the Client in order to comply with any additional liability imposed by statute or other legal requirement or entitlement.

6. INVOICING AND PAYMENT

6.1 The Client will pay each invoice issued by Mindverse within the Payment Terms. Where applicable, Mindverse shall charge VAT to the Client, at the prevailing rate.

6.2 Subject to clause 6.1, if the Client operates a purchase order system, it shall provide Mindverse with any purchase order prior to the commencement of the applicable Assignment, failing which the Client agrees to process payment of Mindverse's invoice without any purchase order.

6.3 If the Client fails to pay any invoice issued by Mindverse by the agreed date for payment or as otherwise provided for in this agreement, Mindverse shall be entitled to:

- (a) charge daily interest on the outstanding amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended), and the Client agrees to pay on a full indemnity basis all legal costs incurred by Mindverse in respect of recovering any amount due under this agreement;
- (b) suspend the performance of its obligations under this agreement (and under any or all Assignments) and withdraw without notice any Consultant(s); and
- (c) require the Client to pay, in advance, any Consultancy Fees for any services which have not yet been performed.

6.4 Mindverse may engage a third party subcontractor to render invoices and receive payment on its behalf.

6.5 The Client shall pay all amounts due under this agreement in full without any set off, counterclaim, deduction or withholding, and is not entitled to any rebate or refund.

7. REPLACEMENT OF CONSULTANTS

7.1 Mindverse will endeavour to ensure the suitability of any Consultant Introduced to the Client, based upon the information provided by the Client under clause 4. The Client is responsible for satisfying itself as to the suitability and capability of the Consultant prior to an Assignment, including verifying the Consultant's references, skills, experience, professional and academic qualifications.

7.2 If the Client considers that any Consultant is an Unsatisfactory Consultant then the Client shall immediately notify Mindverse in writing of that fact giving the grounds for its dissatisfaction. If the Client has notified Mindverse of an Unsatisfactory Consultant in accordance with this clause:

- (a) Mindverse will be entitled to replace the Unsatisfactory Consultant with a substitute Consultant, on condition that the terms of the Assignment remain the same; and,
- (b) if a substitute cannot be identified, the Assignment shall terminate at the end of the day that Mindverse received the written notice from the Client, and any remaining Consultancy Fees will be payable by the Client up to and including the date of such termination.

7.3 The provisions contained in clause 7.2 constitute the Client's sole and exclusive remedy in respect of any Unsatisfactory Consultant. Mindverse shall have no liability to the Client for any Unsatisfactory Consultant or for correcting, remedying or replacing any work done by any Consultant.

7.4 The Client acknowledges that Consultant may need to or want to replace the allocated personnel with a substitute and shall be entitled to do so provided that the Client and Mindverse are reasonably satisfied that the substitute has the required skills and qualifications and that the delivery of the Services will not be compromised.

8. ENGAGEMENTS

8.1 Subject to clause 9, the Client will pay to Mindverse an agreed fee equal to 35% of the Remuneration, subject to a minimum fee of £30,000 (the "**Transfer Fee**") if, during the Relevant Period, the Consultant is Engaged by:

- (a) the Client or a Group company of the Client;
- (b) any client of the Client; or
- (c) any third person to whom the Client has introduced the Consultant.

8.2 The provisions of this clause 8 survive the termination this agreement for the Relevant Period.

9. EXTENDED ASSIGNMENT

9.1 The Transfer Fee will not be payable if the Conduct Regulations apply, and the Client gives written notice to Mindverse that it intends to continue the hire of the Consultant for a further period of twelve months (**Extended Assignment**) before it Engages the Consultant other than through Mindverse. If the Client fails to inform Mindverse of the Extended Assignment before it Engages the Consultant, the Transfer Fee will be payable.

9.2 Where the Client decides (in accordance with clause 9.1) to have the Consultant supplied by Mindverse for the Extended Assignment:

- (a) the Consultancy Fees payable by the Client during the Extended Assignment shall be those applicable immediately before Mindverse received the Client's notice of election;
- (b) at the end of the Extended Assignment, the Client may Engage the Consultant without paying the Transfer Fee; and
- (c) if the Client chooses an Extended Assignment, but Engages the Consultant before the end of the Extended Assignment, the Transfer Fee remains payable without any discount.

10. TERMINATION

- 10.1 Either party may terminate this agreement immediately on giving notice in writing to the other party if:
- (a) a party commits any material breach of this agreement (failure to comply with this agreement generally will amount to a material breach) and (in the case of a breach capable of being remedied) shall have failed to remedy the breach within seven days after receiving a written notice of the breach requiring the breach to be remedied within such period; or
 - (b) a party becomes insolvent, is unable to pay its debts, ceases to trade, has a receiver appointed over the whole or any part of its assets, has an administrator appointed, enters into any composition with creditors generally, is wound up or any step is taken towards any of these events.
- 10.2 Mindverse may terminate this agreement or any Assignment on immediate notice if the Client fails to:
- (a) pay any invoice issued by Mindverse in accordance with clause 6;
 - (b) comply with the confidentiality obligations under clause 14; or
 - (c) comply with any obligations under the AWR.
- 10.3 Either party may terminate an Assignment on giving such notice as specified in the applicable Assignment Schedule.
- 10.4 Any termination of this agreement however caused shall not affect any rights or liabilities that have accrued before the time of termination; or the continuance in force of any provision of this agreement that expressly or by implication is intended to come into or continue in force after termination.

11. INDEMNITIES

- 11.1 During and after this agreement, the Client agrees to protect, indemnify, defend and hold harmless Mindverse, and to the extent required from time-to-time by Mindverse, (or its successors) its officers, agents, and employees, from and against any and all expenses, damages, claims (whether valid or invalid and whether deemed alleged or upheld), suits, losses, actions, judgments, liabilities, and costs whatsoever (including legal fees on a full indemnity basis) arising out of, connected with, or resulting from:
- (a) the Client's negligence, misrepresentation or the breach of any obligation by the Client under this agreement;
 - (b) any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission of the Client or its employees;
 - (c) the Client's failure to comply with any of its obligations under the AWR; or
 - (d) Mindverse's liability under the Agencies Legislation arising from the Client's failure to treat the Consultant as an independent contractor, including the exercise of supervision, direction or control over the Consultant.
- 11.2 The provisions of this clause 11 shall survive termination of this agreement.

12. INSURANCE

During the term of this agreement (and for a period of six years thereafter), the Client shall maintain in force, with a reputable insurance company, public liability, employer's liability and general liability insurance. On Mindverse's request, the Client shall produce both the insurance certificates giving details of the cover and the receipt for the current year's premiums.

13. LIMITATION OF LIABILITY

- 13.1 Nothing in this agreement shall limit or exclude Mindverse's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or fraud or fraudulent misrepresentation.
- 13.2 Subject to clause 13.1:
- (a) Mindverse shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any loss of profit, loss of business or for any indirect or consequential loss arising under or in connection with this agreement, regardless of whether such loss or damage was reasonably foreseeable by the parties; and
 - (b) Mindverse's liability in respect of all other losses relating to any Assignment whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise, shall not exceed the Consultancy Fees paid by the Client for that Assignment.
- 13.3 Subject to clause 13.1 and 13.2, Mindverse's aggregate liability for any claims made in any 12 month period under or in connection with this agreement (including all Assignments), whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the total Consultancy Fees paid by the Client during that 12 month period.

14. CONFIDENTIALITY

- 14.1 Neither party shall during and after termination of this agreement, without the prior written consent of the other party, use or disclose to any other person any information of the other party which is identified as confidential or which is confidential by its nature, except as required by law or a court of competent jurisdiction.
- 14.2 Each party shall on demand and on termination of this agreement surrender to the other party all materials relating to such confidential information in its or its personnel's agent or representatives' possession.

15. INTELLECTUAL PROPERTY RIGHTS

Any intellectual property rights in any works or inventions that any Consultant may create during any Assignment shall belong to the Client.

16. DATA PROTECTION

- 16.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 16.2 The Client consents to Mindverse collecting and Processing relevant personal data connected to its recruitment business services and exporting and/or Processing personal data outside of the European Economic Area, which shall include storage of the personal data.
- 16.3 The parties hereto acknowledge that Mindverse is a Data Controller in respect of the Personal Data of the Data Subject and provides such Personal Data to the Client in accordance with the Data Protection Legislation for the purposes anticipated by these terms.
- 16.4 The parties hereto acknowledge that the Client is a Data Controller in respect of the Personal Data provided by Mindverse, but the parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.
- 16.5 The parties hereto agree that the Consultant's service provider 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.
- 16.6 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by the Client, Mindverse or the Consultant, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.
- 16.7 The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.

16.8 The Client will -

- (a) comply with the instruction of Mindverse as regards the transfer/sharing of data between the parties hereto. If the Client requires Personal Data not already in its control to be provided by Mindverse, the Client will set out its legal basis for the request of such data, and accept that Mindverse may refuse to share/transfer such Personal Data where, in the reasonable opinion of Mindverse, it does not comply with its obligations in accordance with Data Protection Legislation;
- (b) not cause Mindverse to breach any of its obligations under the Data Protection Legislation.

16.9 In the event the Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify Mindverse and will provide Mindverse with a description of the Personal Data Breach, the categories of data that were the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information which Mindverse reasonably requests relating to the Personal Data Breach.

16.10 In the event of a Personal Data Breach, the Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as Mindverse may request to -

- (a) investigate and defend any claim or regulatory investigation;
- (b) mitigate, remedy and/or rectify such breach; and
- (c) prevent future breaches.

and will provide Mindverse with details in writing of all such steps taken.

16.11 The Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of Mindverse.

16.12 The Client agrees it will only Process Personal Data of the Consultant for the agreed purpose of provision of services pursuant to these terms.

16.13 The Client will provide evidence of compliance with clause 16 upon request from Mindverse.

17. NON-SOLICITATION

Subject to clause 8 above, the Client agrees that it will not on its own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of six months from, the end of the term of this agreement, solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any employee of Mindverse who has been involved in the services provided under this agreement at any time during the term of this agreement.

18. AGENCY WORKERS REGULATIONS

18.1 Prior to the commencement of any work by a Qualifying Consultant in relation to an Assignment, or by a Consultant who during the course of work on that Assignment will become a Qualifying Consultant, the parties shall agree the applicable Consultancy Fees, including any Other Qualifying Payments which may be payable.

18.2 The Client shall at all times comply with its obligations under the AWR, to the extent applicable, including but not limited to providing any Qualifying Consultants with Day 1 Rights subject to and in accordance with Regulations 12 and 13 of the AWR.

18.3 If either party receives an allegation by any Consultant that there has been a breach of the AWR in relation to the supply of that person to the Client by Mindverse (whether that allegation has been made as a request for information under regulation 16 of the AWR or otherwise), it shall provide a copy of that allegation to the other party within seven days of receipt. The parties shall co-operate with each other in relation to responding to that allegation, and complying with any reasonable requests in relation to the contents of any response.

18.4 If a Qualifying Consultant is unable to complete an Assignment on health and safety grounds by reason of her pregnancy, then the Client will pay Mindverse the full Consultancy Fees due to Mindverse in respect of the remainder of the Assignment, unless and to the extent the Client and/or Mindverse is able to offer the Qualifying Consultant suitable alternative work in accordance with the AWR.

18.5 The Client shall provide Mindverse with the Comparator Terms Information prior to the commencement of an Assignment (and at any time upon request) to enable Mindverse to comply with its obligations under AWR and the Client shall immediately provide Mindverse with any updates, amendments or corrections to this information.

19. GENERAL

- 19.1 **Force majeure.** Mindverse may defer the date for performance of the services, or terminate this agreement, if it is prevented from, or delayed in, carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of equipment, fire, flood, storm or default of suppliers or subcontractors.
- 19.2 **Bribery and Corruption.** The Client shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010, and shall not engage in any activity, practice or conduct that would constitute an offence under the Bribery Act 2010. The Client shall promptly report to Mindverse any request or demand for a facilitation payment, inducement, or other advantage of any kind received by the Client and/or the Consultant in connection with the performance of this agreement.
- 19.3 **Transfer.** Mindverse may at any time assign, transfer, subcontract or deal in any other manner with all or any of its rights under or arising out of this agreement. The Client shall not, without Mindverse's prior consent, assign, transfer or subcontract any of its rights or obligations under or arising out of this agreement.
- 19.4 **Capacity.** Each party warrants that it has full capacity to enter into this agreement.
- 19.5 **Variation.** No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).
- 19.6 **Entire agreement.** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.
- 19.7 **Third Parties.** A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 19.8 **Waiver.** No failure or delay by Mindverse in exercising any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right, nor shall it prevent or restrict its further exercise of that or any other right or remedy.
- 19.9 **Severance.** If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 19.10 **Acceptance.** For the avoidance of doubt, by accepting this agreement through the Approval System, the Client will be deemed to have signed this agreement.
- 19.11 **Governing Law and Jurisdiction.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

ASSIGNMENT SCHEDULE

This schedule is issued subject to Mindverse Consulting Services Limited's Standard Terms and Conditions for the Supply of Consultancy Services

Client Details

Client name:
 Client registration number:
 Company VAT number:
 Client address:
 Client invoice address:
 Client contact name:
 Client contact telephone number:
 Nature of Client's business:
 End user name (if any):

Consultant Details

Consultant name:
 Consultant service provider name:
 Consultant address:

Assignment Details

Commencement date:
 End date:
 Assignment site:
 Description of the services: *[include a description of the services to be provided by the Consultant]*
 Conduct Regulations status: Opt Out **[or Non Applicable]**
 Contract number:

Consultancy Fees and Expenses

Consultancy Fees: £/€/• per day [or per hour]
 Standard working commitment 40 hours per week and 8 hours per day
 Additional Hours: Non Applicable
 Milestones: Non Applicable
 Expenses: Non Applicable **[or Expenses shall be reimbursed]**
 Payment Terms: **[14]** days from the invoice date
 Approval System: Mindverse's time recording system
 Timesheet Period: Weekly **[or Monthly]**
 Invoicing Frequency: Weekly **[or Monthly]**

Notice To Terminate Assignment

Period of notice required for Mindverse to terminate this Assignment under clause 10.3 of the agreement *[Please specify notice period e.g. 28 calendar days]*
 Period of notice for the Client to terminate this Assignment under clause 10.3 of the agreement *[Please specify notice period e.g. 28 calendar days]*

Special Terms

Non Applicable *[include any special terms required by the Client]*

.....
 Director

.....
 Director

Signed for and on behalf of Mindverse Consulting Services Limited

Signed for and on behalf of the Client