

CANDIDATE LIMITED COMPANY CONTRACT FOR THE PROVISION OF SERVICES

BETWEEN:

Solution Search Limited (registered in England and Wales under number 15335750 whose registered office is at 11 Ducketts Wharf, South Street, Bishops Cleeve, CM23 3AR ("Solution Search") AND

(registered in England and Wales under number _____) whose registered office is at _____ ("the Contractor") Together "the Parties"

1 INTERPRETATION

In these Terms & Conditions of Business ("the Terms") the following expressions shall be given the following meanings: "Assignment" the assignment detailed in the Assignment Schedule for which the Contractor is supplied by Solution Search to the client to provide the Services; "Assignment Schedule" the Schedule attached to the Terms which details the Services to be provided by the Contractor to the Client; "Charges" the Contractor's charges payable by Solution Search for the supply of the Services to the Client; "Contractor" the limited company supplied by Solution Search to the Client to carry out the Services for the Client (which expression, where the context so admits, shall be deemed to include each and every Representative of the Contractor) and with which this contract is made.

"Data Protection Legislation" the EU's GDPR (2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the Processing of Personal Data and privacy as amended, re-enacted, replaced or superseded from time to time, including where applicable the guidance and codes of practice issued by the UK's Information Commissioner;

"Engagement" the employment, hire or other use, directly or indirectly, whether under a contract of service or contract for services or otherwise, on a permanent, temporary or other basis, of a Contractor or a Representative by or on behalf of the Client in any site, office or location of the Client whether for the position for which the Representative or Contractor is introduced or any other position (and "Engage", "Engages" and "Engaged" shall be construed accordingly);

"Introduction" any means by which a Contractor's or Representative's availability for any Engagement (actual or potential, present or future) is communicated to the Client by Solution Search including, by post, e-mail or phone (and "Introduces" and "Introduced" shall be construed accordingly); "Remuneration" the gross base salary or fees for the first year's Engagement including bonuses, commission, overseas premiums, living/accommodation allowances, travel allowances, etc. The provision of a car is valued at £5,000 additional remuneration;

"Regulations" the Conduct of Employment Agencies and Employment Business Regulations 2003 as amended (and any reference in the Terms to a 'Regulation' shall be interpreted accordingly);

"Relevant Period" the longer of either 14 weeks from the first day on which the Contractor provided the Services to the Client, or 8 weeks from the day after the Contractor was last supplied by Solution Search to the Client. The 'first day' will be the first occasion on which a Contractor is supplied to provide the Services for the Client, or the first day of an Assignment where there has been more than 42 days since the end of any previous Assignment;

"Representative" any employee of the Contractor who is designated to carry out for work for the Client under the Assignment, including any substitutes (where the context admits);

"Services" the Services specified in the Assignment Schedule to be provided by the Contractor to the Client;

2 THE CONTRACT

2.1 In the Terms words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and, any reference to a Person includes a person, firm or company.

2.2 All and any business undertaken by Solution Search is transacted subject to the Terms and the Assignment Schedule, all of which shall be incorporated in any contract between Solution Search and the Contractor. In the event of any conflict between the Terms and any other terms and conditions, the Terms shall prevail unless expressly otherwise agreed in writing by a Director of Solution Search. No variation in these Terms shall be valid if made without the written consent of a Director of Solution Search. If the Terms are not signed they are deemed to have been accepted by the Service by virtue of its interview with, or Engagement by, a Client.

2.3 The complete or partial invalidity or unenforceability of any provision in the Terms for any purpose shall in no way affect the validity or enforceability of such a provision for any other purpose or the remaining provisions. Any such provisions shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

2.4 For the purposes of the Regulations, when introducing the Contractor to the Client, Solution Search is acting as an employment business.

2.5 For the avoidance of doubt the intention of the parties is that the status of the Contractor is an independent limited company providing service in business on its own account. The Terms shall not give rise to any contract between the Contractor and Client, nor render any Representative an employee of either Solution Search or the Client. Neither Party creates or implies any mutuality of obligation between the Contractor and the Client, or the Contractor and Solution Search, either in the course of or between Assignments.

2.6 Except as agreed in the Assignment Schedule, Solution Recruitment is under no obligation to provide any Assignments to the Contractor. Upon expiry of an Assignment, neither Solution Search nor the Contractor has any automatic right to continuation; and neither Solution Search nor the Client is under any obligation to provide further or alternative Assignments for the Contractor or any Representative.

2.7 The Contractor shall be entitled to provide services to third parties during the Assignment, provided that its Representatives do not do so during the same hours as required to provide the Services to the Client, and that no conflict of interest is created with the Services supplied to the Client.

2.8 The commencement of an Assignment is subject to the Client entering into a corresponding contract with Solution Search for the supply of the Services to the Client. At any time prior to the commencement of an Assignment, Solution Search may without any liability to the Contractor withdraw from the supply of a Contractor to the Client.

Solution Search shall have no liability to the Contractor should the contract between Solution Search and the Client not be concluded.

3 OBLIGATIONS OF SOLUTION SEARCH

3.1 Prior to the commencement of the Assignment, or if this is not practical upon commencement of the Assignment, Solution Search will send the Contractor the Assignment Schedule specifying the duration of the Assignment, the identity of the Client, the Charges payable together with such expenses as may have been agreed, the notice period to terminate the Assignment, the intervals at which invoices shall be paid to the Contractor by Solution Search, and any other information relevant to the Assignment.

3.2 Solution Search is responsible for paying the Charges.

3.3 Solution Search will comply at all times with the requirements of Chapter 3 in Part 3 of the Finance Act 2004

(the "2004 Act") and The Income Tax (Construction Industry Scheme) Regulations 2005 (the "CIS Regulations"); and,

3.3.1 co-operate with the Client in respect of any obligations the Client (whether prescribed by HM Revenue and Customs or by law) has to verify Solution Search with HM Revenue and Customs or otherwise to satisfy itself that any payment to Solution Search under the Terms may be made on the appropriate basis under the 2004 Act and the CIS Regulations including but not limited to providing the Client with Solution Search's unique taxpayer reference number if requested.

3.3.2 Solution Search confirms that it is registered for gross payment under section 63 of the 2004 Act.

3.3.3 Solution Search will procure that the Client will verify Solution Search with HM Revenue and Customs (in accordance with regulation 6 of the CIS Regulations) and that the Client will make payments to Solution Search and deductions thereon under this Agreement only as directed by HM Revenue and Customs.

3.3.4 Any payments required to be made to Solution Search under its agreement with the Client will be made gross of such deduction (if any) as the Client in its discretion considers is reasonably and properly required by law to be made under the 2004 Act and the CIS Regulations having regard to the information provided to the Client by Solution Search and subject to verification provided always if HM Revenue and Customs notify the Client that Solution Search's registration status has changed then the Client will make any payments after the date of such notification only as directed by HM Revenue and Customs and this clause will be applied as often as may be required.

3.4 Solution Search will endeavour to obtain suitable Assignments for the Contractor. The Contractor acknowledges that the nature of consultancy work means that there may be periods when no suitable Assignments are available. The suitability of a Contractor shall be determined solely by Solution Search who shall incur no liability to the Contractor should it fail to offer the Contractor opportunities to work on any Assignments. No contract shall exist between the parties during periods when the Contractor is not working on an Assignment.

4 OBLIGATIONS OF THE CONTRACTOR

4.1 The Contractor and the Representative each warrant jointly and severally:

4.1.1 that the Representative possesses the necessary skill, competence, and qualifications to perform the Assignment; that the Services will be provided with skill, integrity, efficiency and competence; and that they will perform all duties that they are engaged to perform and that the Client expects them to perform;

4.1.2 that they will not be in breach of any obligation which they owe to any third party by entering into this contract;

4.1.3 to comply with the Client's reasonable requests, standards of work, technical specifications, service related timetable or other targets for progress, and quality assurance during the Assignment, whilst retaining their own direction and control over the provision of the Services. The Contractor may schedule the Services at its discretion, subject to the terms set out in the Assignment Schedule;

4.1.4 to comply with all applicable Client policies on IT, IP, Health & Safety, Security, Confidentiality or such other policies conveyed by the Client from time to time, save that they shall not be bound by the policies and procedures which an employee of the Client would be bound by;

4.1.5 that all Representatives are employees and/or shareholders of the Contractor and all payments to Representatives by the Contractor in respect of services supplied are only received as employment or dividend income by the Representative; and to satisfy all tax and national insurance obligations under any relevant jurisdiction in respect of Charges received by the Contractor from Solution Search;

4.1.6 that the Representative is legally entitled to reside and work in the United Kingdom and/or such other jurisdictions as are necessary for the Assignment. Any necessary permits are the responsibility of the Contractor and must cover the Representative for all services carried out for the Client;

4.1.7 that the Contractor is a company incorporated at Companies House under the laws of England & Wales unless the services are being wholly performed in a different jurisdiction; and is neither a Managed Service Company nor a Managed Service Company Provider, as defined under the Income Tax (Earnings and Pensions) Act 2003

4.1.8 to notify Solution Search immediately in writing if the Contractor becomes insolvent, dissolved or subject to a winding up petition;

4.1.9 to rectify and remedy at their own time and expense any of the Services which are faulty, not properly performed, fail to meet relevant Client specifications or standards.

4.1.10 that all and any information regarding their expertise and experience provided to Solution Search is complete and accurate and up to date; and that the cost of any training required shall be borne by the Contractor;

4.1.11 that they have been informed of the requirements of the Client and are aware of the Services to be provided;

4.1.12 that they will keep Solution Search advised of any complaints made to it by the Client in relation to the Services;

4.1.13 that should the Representative use a motor vehicle in connection with the provision of the Services there is in force up to date motor vehicle insurance that covers business use;

4.1.14 that the Representative will sign any confidentiality undertaking required by Solution Search and/or the Client;

4.1.15 that if the Representative is unable or unwilling for any reason to perform the Services, the Contractor will notify Solution Search by 09:00 on the first date of incapacity.

4.1.16 that if either of them is registered under CIS Regulations, Solution Search will be provided with the relevant UTR number(s). In the event that either of them is registered under CIS Regulations but fail to provide Solution Search with the relevant UTR number, Solution Search shall have no liability for deductions under the CIS Regulations and the Contractor and the Representative hereby indemnify Solution Search against any direct, indirect, special, consequential or additional losses arising from the Contractor or Representative's breach of this clause 4.1.16;

4.1.17 that they will be responsible for any deductions under the CIS Regulations in relation to the Representative, any substitute Representative, and any worker to whom they are responsible for making payment for work done;

4.2 The Contractor shall ensure the provision of adequate insurance to cover the risk of a claim against the Contractor or Representative whether pursuant to the Terms or otherwise, including without limitation Employer's Liability Insurance, Public Liability Insurance and Professional Indemnity Insurance; and shall maintain such insurance for 12 months after the termination of an Assignment. If so required the Contractor shall note the interest of Solution Search against all such policies of insurances, and shall make a copy of all such policies available to Solution Search upon request.

4.3 The Contractor shall not be required to provide any advice and assistance in addition to the Services. Any requests to provide such additional advice and assistance shall be subject to the prior approval of Solution Search, and further agreement between Solution Search and the Client as to the level of Charges payable for such additional advice and assistance. In the event that such additional advice and assistance is agreed, Solution Search will notify the Contractor of the terms upon which such additional Services will be provided; including details of any new Charges in order that the Charges between the Contractor and Solution Search set out in the Schedule may be adjusted accordingly.

4.4 If, before the Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to Engage the Contractor or the Contractor direct or through another employment business, the Contractor acknowledges that Solution Search shall be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client, at the end of which the Contractor may be Engaged directly by the Client or through another employment business without further charge to the Client. In addition, Solution Search will be entitled to charge a fee to the Client if the Client Introduces the Contractor or

Contractor to a third party who subsequently Engages the Contractor or Contractor within the Relevant Period.

5 CHARGES

5.1 The Charges for the Services shall be as stated in the Assignment Schedule and, unless otherwise indicated, shall be exclusive of any applicable VAT, which shall be payable by Solution Search subject to receipt of a VAT invoice.

5.2 The Contractor is not entitled to receive payment from Solution Search for time not spent on an Assignment, whether in respect of holidays, illness or absence unless otherwise agreed in writing.

5.3 Unless otherwise specified in the Assignment Schedule the Contractor shall be responsible for all expenses of and incidental to the provision of the Services. Expenses agreed by the Client that fall outside of those incidental to the provision of the Services shall be invoiced separately together with supporting receipts, and shall be paid to the Contractor once Solution Search has received cleared funds from the Client. Solution Search is under no obligation to pay expenses to a Contractor when the Client subsequently refuses to authorise payment.

5.4 No payment shall be made to the Contractor should the provision of the Services under the Agreement fail to commence upon the due start date, or fail to commence at all, for whatever reason.

5.5 In the event that any sums are due from the Contractor to Solution Search (howsoever arising), Solution Search reserves the right to deduct those sums from any payments due to the Contractor.

6 WORK LOGS AND INVOICING

6.1 The Contractor will only claim payment for Services that are supported by fully, correctly completed and signed work logs; and warrants that the time recorded on the work logs is true and accurate.

6.2 The Contractor shall keep a record on weekly work logs of the time spent by the Representative in performing the Services for the Client. The Contractor shall have the work logs approved and signed by the Client and Representative, and submit them to Solution Search without delay. The Contractor undertakes to do all things necessary to ensure approval and signature of the work logs by the Client.

6.3 The Contractor will submit an approved/signed work log and invoice for the Services performed during the previous week as follows:

By 17:00 on Tuesday for payment on Friday.

Any delay out of the Contractor's control must be notified immediately to Solution Search. Failure to provide Solution Search with an approved and signed work log and invoice will delay payment to the Contractor until the following week.

6.4 The Contractor's invoice will be addressed to Solution Search, 11 Ducketts Wharf, South Street, Bishops Stortford, Herts, CM23 3AR in order to be processed.

6.5 Solution Search will not pay more than 4 invoices per week to the Contractor.

6.6 Expenses will only be paid to the Contractor if they have been incurred with the Client's prior written approval. Invoices for expenses submitted to Solution Search must be supported by documentary evidence of expenditure and of prior Client approval.

6.7 If applicable, hours/days worked in excess of those specified in the Assignment Schedule must be authorised in advance by the Client, and shall be paid in accordance with the rate stated in the Schedule.

6.8 Upon request the Contractor shall supply Solution Search with a copy of its bank details, certificate of incorporation, VAT registration certificate, CIS Regulations UTR

number(s), and Professional Indemnity, Public Liability and Employer's Liability insurance certificates. Solution Search reserves the right to withhold payment of the Charges until it is in receipt of these documents.

7 SUBSTITUTION

7.1 The Contractor may substitute the Representative named in the Schedule, provided that;

7.1.1 the Services remain as detailed in the Assignment Schedule; and

7.1.2 the substitute possesses the necessary skills, expertise and resources to fulfill the Services; and

7.1.3 no delay to or reduction in the quality of the Services shall occur due to the lack of technical or Client knowledge held by the substitute; and

7.1.4 the substitute passes all relevant security checks

7.1.5 the Contractor undertakes that it remains fully responsible and liable to Solution Search under the Terms for the substitute as it would for a named Representative, and the substitute agrees to be bound by the Terms.

7.2 The Contractor shall ensure that any substitute shall be immediately provided with all necessary training, information and data to enable him to continue the provision of the Services without any interruption or disruption to the Assignment.

7.3 The Contractor shall not be entitled to levy any additional Charges or agree to any extension of the Assignment in direct or indirect consequence of any substitution of the Representative.

7.4 Any substitute must have the legal right to work in the country where the Services are carried out.

7.5 At the Client's request, the Representative shall conduct a handover of not less than one week, during which time he shall work alongside the substitute in order to ensure that the substitute is familiar with the Client's Assignment requirements, the working environment and any timetable or deadlines to be completed. The Contractor shall not make any additional charge for the substitute during such handover period.

8 CONFIDENTIALITY, INTELLECTUAL PROPERTY AND DATA PROTECTION

8.1 The Contractor agrees that it shall keep confidential all information of a confidential or commercially sensitive nature that it obtains from the Client (or from any person acting on behalf of the Client) and Solution Search ("the Confidential Information"), and shall use such Confidential Information solely to fulfill their respective obligations under the Terms or as may be required by law.

8.2 For the purposes of this Clause 8, the following shall not be classified as Confidential Information:

8.2.1 information which is publicly known at the time of disclosure; 8.2.2 information which, after disclosure by either party, becomes publicly known other than through a breach of this contract;

8.2.3 information which either Party can demonstrate was already known to it prior to its disclosure by the other Party;

8.2.4 information which either Party can show was developed independently by its own employees, agents or subcontractors, who were not aware of the information disclosed by the other Party;

8.2.5 information which either Party can show was made available to it by a third party, who had the legal right to do so, and who had not imposed on that Party any obligation of confidentiality.

8.3 The Contractor shall at the request of Solution Search use its best endeavours to ensure that the it and/or the Representative signs such confidentiality agreement(s) in favour of the Client as the Client may reasonably require.

8.4 The Terms are Confidential Information. The Contractor may not enter into direct negotiations or discussions with the Client with regard to the Charges, Assignment duration, or termination of the Assignment, without the express prior written consent of Solution Search.

8.5 The Contractor and the Representative warrant that:

8.5.1 except as permitted by law, they shall not disclose any Confidential Information without prior written consent; and

8.5.2 they shall not make any unauthorised use of any Confidential Information; and

8.5.3 they shall immediately notify Solution Search should they become aware of the possession, use or knowledge of any of the Confidential Information by any unauthorised person, whether during or after the term of the Assignment and shall provide such assistance as is reasonable to deal with such an event.

8.6 All property, software and other materials supplied by the Client during the Assignment shall at all times remain the property of the Client, and shall be delivered up to the Client at the conclusion of the Assignment.

8.7 Upon payment by the Client for the Services, all copyright, trade marks, patents, design rights and any other intellectual property rights deriving from the Services carried out by the Contractor (the "Works"), shall belong absolutely to the Client. Accordingly, the Contractor and/or Representative shall execute all such documents and do all such acts as the Client may from time to time require, in order to give effect to its rights pursuant to this clause and to vest legal and beneficial title to the Works in the Client.

8.8 The Contractor shall, where requested, use its best endeavours to ensure the waiver of any moral rights by the Representative in respect of the Works or other Services performed.

8.9 Notwithstanding the above clauses, Solution Search and the Contractor shall be entitled to continue to use and exploit methodologies, techniques, procedures and know-how employed in or associated with the Assignment.

8.10 The Contractor warrants that it has the right to utilise all software that it may utilise in connection with the Services, that such use does not infringe any third party property rights, and that all necessary licences in connection with the use of all software have been purchased.

8.11 The Contractor hereby assigns to Solution Search all existing and future Intellectual Property Rights in the Assignment, and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this contract, the Contractor holds legal title in these rights and inventions on trust for Solution Search.

8.12 The Contractor waives any moral rights in the Works to which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1888 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of the Works infringes the Contractor's moral rights.

8.13 The Contractor agrees to indemnify Solution Search and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by Solution Search, or for which Solution Search may become liable, with respect to any intellectual property infringement claim relating to the Works.

8.14 For the purpose of this clause 8 the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" will have the meanings prescribed under the Data Protection Legislation.

8.15 Solution Search acknowledges that for the purposes of the Data Protection Legislation, it will be a Data Controller and a Data Processor. Clauses 8.16 to 8.19 below set out the relevant particulars of the Processing as required by the Data Protection Legislation.

8.16 The subject matter of Data Processing is to Process Contractor Personal Data as is necessary to supply the recruitment services pursuant to the Agreement

8.17 The nature and purpose of the Data Processing is to provide the recruitment services pursuant to the Agreement.

8.18 The category of Data Subjects is Contractors, Representatives, and any other individuals Introduced to a Client pursuant to the Agreement.

8.19 The type of Personal Data will include a Contractor's first and last name, Contact information (email, phone, address), ID data, professional life data, and Personal life data (including residency and

immigration status).

8.20 In relation to any Personal Data processed in connection with the performance of its obligations under this Agreement Solution Search shall, and shall use its reasonable endeavours to ensure that the Client shall:

8.20.1 Process that Personal Data only on the written instructions of the Contractor unless required to do otherwise by applicable law;

8.20.2 ensure that any natural person acting under the authority of Solution Search who has access to the Personal Data does not Process it except on the instructions of Solution Search, unless required to do otherwise under applicable law;

8.20.3 ensure that it has in place industry leading security for the Personal Data, including protection against unauthorised or unlawful Processing and against accidental loss, destruction or damage; and implement industry leading technical and organisational measures, to ensure a level of security appropriate to the risk of harm that might result from, unauthorised or unlawful Processing, accidental or unlawful loss, destruction or alteration, unauthorised (or disclosure of) access or damage to Personal Data taking into account:

8.20.3.1 the nature, scope, context and purposes of the

Processing of the Personal Data to be protected,

8.20.3.2 the state of the art in technological developments in information security; and

8.20.3.3 the cost of implementing any measures;

And Solution Search shall include, as a minimum, pseudonymising and encrypting the Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services; ensuring that availability of and access to the Personal Data can be restored in a timely manner after an incident; and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it;

8.20.4 ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;

8.20.5 immediately inform the Candidate if it considers that any of the Candidate's instructions infringe the Data Protection Legislation;

8.20.6 not transfer any Personal Data outside of the European Economic Area or any other territory in which the European Commission has decided that the third country ensures an adequate level of protection. In which case, Solution Search shall comply with any safeguards put in place to protect the Personal Data. Solution Search shall also ensure that enforceable Data Subject rights and effective legal remedies for Data Subjects are available;

8.20.7 notify the Contractor without undue delay on becoming aware of a Personal Data breach, which shall include without limitation if any Personal Data is lost, stolen, destroyed, damaged or corrupted; or where there is an unauthorised or accidental disclosure of such Personal Data;

8.20.8 notify the Candidate immediately if it receives any complaint, notice or communication that relates to the Processing of the Personal Data (including without limitation any Data Subject requests) and/or to either Party's compliance with the Data Protection Legislation;

8.20.9 at the written direction of the Candidate, delete or return Personal Data and copies thereof to the Candidate unless required by applicable law to store the Personal Data;

8.20.10 maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and make available such records and any other information necessary to demonstrate compliance with its obligations as a Data Processor under the Data Protection Legislation; and,

8.20.11 assist and co-operate with the Candidate as necessary and reasonable, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators. The Candidate shall be solely responsible for its own costs in complying with this provision.

8.21 The Contractor warrants that the Representative and any

substitute has provided his formal consent under the Data Protection Legislation to the storage, processing and transmission of his Personal Data by Solution Search only for purposes relating to any actual or potential Assignment, whether within or outside the EU.

8.22 The Contractor will procure that it and the Representative will comply with any applicable Data Protection Legislation during the provision of the Services.

8.23 The Contractor shall indemnify Solution Search against all loss, liability, damages, costs, third party claims, fees and reasonable incurred expenses which Solution Search and/or any of its Clients may incur or suffer by reason of any breach of this Clause 8 or the Data Protection Legislation by Solution Search. This indemnity shall only apply to the extent that such losses, liability, damages, costs, claims, fees and expenses are not materially contributed to by Solution Search.

9 TERM AND TERMINATION

9.1 Unless otherwise stated in the Assignment Schedule, either party may terminate an Assignment without cause by giving the other party immediate verbal notice which is followed up in writing within 7 days.

9.2 The Terms shall automatically terminate on the completion, expiry, or sooner termination of the Assignment; unless the Assignment is extended or the Parties agree that the Terms shall prevail over a subsequent Assignment.

9.3 Solution Search may immediately terminate each and every Assignment concluded under the Terms without liability to the Contractor by giving notice to the Contractor at any time if:

9.3.1 the Contractor fails to comply with any of its obligations under the Terms;

9.3.2 the Contractor makes any voluntary arrangement with its creditors (within the meaning of Insolvency Act 1986), becomes subject to an administration order, or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction);

9.3.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Contractor;

9.3.4 the Contractor ceases, or threatens to cease, to carry on business;

9.3.5 the Client finds the Contractor and/or the Representative to be negligent, inefficient or technically unsuitable;

9.3.6 the Client advises Solution Search that

Representative has, in its reasonable view, committed an act of misconduct which makes it unacceptable for the Client to use the Services;

9.3.7 the Client fails to make payment to Solution Search in accordance with its contract with Solution Search for the provision of Services;

9.3.8 the contract between Solution Search and the

Client fail to commence for whatever reason;

9.3.9 the Contractor and/or the Representative are convicted of a serious criminal offence which, in the opinion of Solution Search, could affect Solution Search's reputation;

9.3.10 the contract between the Client and Solution Search is terminated for any reason.

10 WARRANTIES AND INDEMNITIES

10.1 The Contractor warrants to Solution Search that any computer equipment and associated software which it provides to the Representative for the purpose of providing the Services contains anti-virus protection with the latest released upgrade from time to time.

10.2 The Contractor warrants that neither it nor the Representative will engage in any conduct detrimental to the interests of Solution Search or the Client; which includes any conduct tending to bring Solution Search or the Client into disrepute, or which results in the loss of custom or business.

10.3 The Contractor warrants that it will notify Solution Search immediately in writing if it should become insolvent.

10.4 The Contractor shall indemnify and keep indemnified Solution Search in full against:

10.4.1 any liability, costs, expenses, loss, damage or injury to any party resulting from the acts or omissions of the Contractor or the Representative, whether or not such act or omission constitutes a breach of the Terms;

10.4.2 any liability, costs, expenses, loss, damage or injury suffered by Solution Search to the Client;

10.4.3 any liability or claims for any statutory tax and National Insurance made by HMRC or any third party, and any deductions for statutory pension contributions, in respect of Services provided by the Contractor; Save that nothing in this clause 10 shall attempt to exclude or restrict liability for personal injury or death resulting from negligence, any statutory liability or any exclusion or limitation which is prohibited by law including, but not limited to, fraud.

11 MISCELLANEOUS

11.1 Solution Search reserves the right to review and to revise the Terms with prior notice to the Contractor.

11.2 A notice required or permitted to be given by either Party to the other under the Terms shall be in writing addressed to that other Party at its registered office or principal place of business and sent either by email or first class mail.

11.3 No waiver by Solution Search of any breach of the Terms by the Contractor shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.4 If any provision of the Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Terms and the remainder of the provision in question shall not be affected.

11.5 Except as expressly provided in the Terms a person who is not a Party to the Terms shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the Terms. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

11.6 The Terms shall be governed by and construed in accordance with the laws of England and Wales

Signed on behalf of Solution Search Ltd

Date:

Signed on behalf of the Limited Company

Date