

INDEPENDENT CONTRACTOR AGREEMENT

for Professional Services - Individual as Sole Trader

This Independent Contractor Agreement for Professional Services ("Agreement") is effective as of the date of last signature below and made between

Company Name

Located at

With Company Number

"Company"

and

"Contractor"

1. Appointment, Term. Company appoints the Contractor to provide the services specified in Schedule A ("Services"). Services will commence on the date specified in Table A, or the date of last signature of this Agreement, whichever is earlier, and will continue for the period set forth therein (the "Term") unless terminated earlier. The Contractor shall be entitled to supply services to any third party during the term of this Agreement if it is not to the detriment of the supply of the Services and there is no conflict of interest.

2. Place, Manner of Services. The Contractor will provide the Services on such dates and times as agreed between the Company and the Contractor. The Contractor may provide the Services at any location selected by the Contractor. The Contractor will provide the Services in a timely and professional manner, at a service level of a high standard that complies with prevailing standards of accepted business practice and ethics and in compliance with all applicable laws and regulations.

3. Delivery. Any software, design, documentation, or other work product developed or delivered by the Contractor as part of the Services (each a "Deliverable") must meet the acceptance criteria agreed by the parties. The Company shall determine in its sole discretion whether the Deliverable is acceptable to the Company. If the Company determines that the Deliverable is unacceptable, the Company may require the Contractor to modify the Deliverable to conform to the acceptance criteria. Material failure to comply with requirements after notice will entitle the Company to terminate the Agreement for cause.

4. Contractor Responsibilities. Contractor is responsible for providing all standard office equipment and facilities necessary to provide the Services, including laptop, communications connectivity, mobile phone associated office software, printer and monitor. Company will supply, or reimburse Contractor for, any other specialist software or specific tools required by Customer to provide the Services. Travel and associated expenses incurred at Customer's request are reimbursable on a pass-through expense basis, so long as they reflect Customer's then-current expense policy.

5. Ownership. All intellectual property rights in works the Contractor produces for the Company in the course of the Services shall be owned by the Company. Contractor will sign all documents needed to assure Company of these rights and warrants the works are

Contractor's original works and not those of a third party. Contractor waives all moral rights in such works and will only use them for the Services. Such works will be regarded as Company confidential information

6. Residuals. This Agreement will not limit either party's right to independently develop or acquire products or intellectual property without using the other party's confidential information. Contractor shall be permitted to use any residuals resulting from the provision of the Services, where the term "residuals" is limited to information in intangible form retained in the unaided memory of Contractor and any associated techniques, knowledge, and ideas in such information, excluding all intellectual property and Confidential Information of Customer.

7. Confidentiality and Company Policies. The Contractor shall not disclose to any person, firm or company any information of a confidential nature obtained by him in the course of performing the Services. Contractor will comply with all policies of the Company, including policies regarding data privacy, anti-bribery, information security, diversity and inclusion and other policies applicable to the Services.

8. Payment. Contractor will invoice the Customer monthly for all amounts owed under Schedule A. Customer agrees to pay the Contractor within 7 days of the date of each invoice. If this Agreement or any Statement of Work is terminated or suspended before the completion of the Services or the delivery or acceptance of any final deliverable, Customer will pay the Contractor for all work performed through the date of termination or suspension of the Services.

9. Warranty. The Contractor warrants that the Services will be performed in a professional and workmanlike manner. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CONTRACTOR DISCLAIMS ALL WARRANTIES CONCERNING ANY SERVICES OR ANY DELIVERABLES SUPPLIED HEREUNDER, WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF SATISFACTORY QUALITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

10. Relationship. Nothing in this Agreement shall render the Contractor an employee, worker, agent, joint venture or partner of the Company and the Contractor shall not hold out as such. The Contractor has no authority to bind or commit the Company to any agreements or other obligations. Contractor acknowledges that Contractor will not at any time be entitled to any benefits accorded to employees of the Company, including without limitation, worker's compensation, disability insurance, vacation or sick pay.

11. Taxes. All sums payable to Contractor are exclusive of VAT which shall be due and payable by Customer (if applicable). The Contractor shall be responsible for all withholding taxes, national insurance or other contributions calculated on the basis of Contractor's revenue or income.

12. Liability. Except in the case of death or personal injury arising out of a party's negligence, neither party will be liable for any consequential, direct, indirect, remote or speculative damages. Each party's liability for direct damages arising out of this Agreement will be limited to an aggregate amount equivalent to twelve months of

payments to Contractor for the Services. Nothing in this Agreement will limit either party's liability for fraud.

13. Termination for convenience. This Agreement will remain in effect until terminated by either party by providing 30 days prior written notice to the other party. If Customer terminates before the conclusion of a monthly billing cycle, Customer agrees to pay any fees incurred but not yet invoiced up to the date of termination.

14. Termination for cause. In the event of an alleged material breach of this Agreement, the non-breaching party will provide 14 days prior notice to the other party of the alleged breach and provide a reasonable opportunity to cure. If following the 14 days the non-breaching party is not satisfied the non-breaching party may terminate the Agreement with immediate effect. Failure to comply with any Company policies may, at Company discretion, be deemed a material breach of this Agreement.

15. Governing law. This Agreement is to be interpreted under the laws of England and Wales. The parties agree that the courts of England and Wales have exclusive jurisdiction over disputes related to this Agreement. This Agreement represents the entire agreement of the parties regarding the Services and supersedes all prior discussions or writings. No modification of this Agreement will be effective unless in writing and signed by the parties.

16. Severability and Waiver. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

Executed and agreed by both parties as of the dates indicated below:

For Company
Signature

Print/Type Name

Title

Date

For Contractor

Signature

Print/Type Name

Date

TABLE A

Description of Services

Start Date:

Fees:

Hourly

Weekly

Monthly

Payment Details:

Account Name

Bank

Sort Code

Account Number