



# Daemon Solutions Ltd trading as **Dae.mn**

&

**XXXX**

## Master Services Agreement

**xxx (date)**

**Daemon Solutions Ltd.**

Company Number: 03442937  
VAT Number: 768365777  
T: +44 (0)800 0463987  
[info@dae.mn](mailto:info@dae.mn)

Paddington Clubhouse  
Studio C, 21 Conduit Place,  
Paddington, London  
W2 1HS



# Master Services Agreement

This Master Services Agreement is made between:

- A **Daemon Solutions Limited** a company incorporated in England & Wales (registration number 03442937) trading as Dae.mn whose registered office and trading address is at Paddington Clubhouse, Studio C, 21 Conduit Place, Paddington, London, W2 1HS ('Dae.mn'), and
- B **full supplier name** a company incorporated in England & Wales (registration number xxx) whose registered office and trading address is at xxxx ('the Supplier').

The Supplier agrees to supply and Dae.mn agrees to engage the Supplier's Services on the following terms:

## 1. Nature of this Agreement

- 1.1. This is a Master Agreement, and defines the terms under which the Supplier will undertake such Services for Dae.mn as may be agreed between the parties from time to time. No changes will apply unless in writing and signed by both parties.
- 1.2. This Agreement is an agreement for the provision of Services as specified from time to time in Statements of Works agreed between the parties; it is not an agreement for the provision of labour. Entering this Agreement does not itself oblige the Supplier to take any work from Dae.mn nor for Dae.mn to provide, to accept or pay for any particular Supplier services.
- 1.3. Where it is agreed between the parties that any Services are to be provided, a Statement of Work in the form annexed to this Agreement setting out the nature of the Services, the charging basis, and any other material terms (a 'Statement of Work') will be produced by Dae.mn and provided to the Supplier.
- 1.4. On receipt of a Statement of Work
  - 1.4.1. if the Supplier accepts its terms, The Supplier will promptly sign and return one copy to Dae.mn.
  - 1.4.2. if the Supplier does not accept its terms, the Supplier will promptly advise Dae.mn.
- 1.5. Upon a Statement of Work being signed by both parties, it will become a contract binding on the parties.
- 1.6. A contract formed on the basis of a Statement of Work referencing these terms is governed only by these terms and by no others, except where both parties expressly agree in writing. In particular, it is agreed that any purchase order or other such document from Dae.mn is intended for Dae.mn's own administrative purposes only, and that notwithstanding its wording, neither a purchase order nor its content will have any legal effect. Save to the extent expressly provided, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.
- 1.7. Either party may request a change to the nature or scope of Services covered by a Statement of Work. Any such request shall be sufficiently detailed to enable the other party to assess the impact of the proposed change. No such change will become effective until agreed in writing between the parties.
- 1.8. This Agreement is not exclusive; Dae.mn acknowledges that the Supplier enters this Agreement in the course of its business of providing services to its clients, and the Supplier is and remains at liberty to also provide services to third parties; it is the

Supplier's responsibility to ensure it does not enter any third party engagement which might cause a conflict of interest to arise. Dae.mn is and remains at liberty to engage services (including similar services) from third parties. The Supplier reserves the right to decline to provide any advice and assistance outside the scope of the Services as specified in any Statement of Works agreed between the parties, even if the Supplier may previously have provided such additional advice and assistance.

## 2. Definitions

- 2.1 **'AWR'** means the Agency Workers Regulations 2010.
- 2.2 **'Agreement'** means this contract between Dae.mn and the Supplier for specific services to be performed in connection with Dae.mn's own engagement by the Client. No other terms apply, except where both parties expressly agree in writing. All changes must be agreed in writing
- 2.3 **'Defect Warranty Period'** means one month after the Services are otherwise complete.
- 2.4 **'Services'** means the services as set out in a Service Requirement Statement forming Schedule 2, for the purposes of and limited to the project of which they form part.
- 2.5 **'Umbrella Company'** means a company whose business is the hiring out of the services of individual employees, where such individual employees have no shareholding in, and are not officers of, the Umbrella Company.
- 2.6 Unless otherwise clear from the context, references to **'Client'** or **'End Client'** include any named End-User.

## 3. Services

- 3.1 The Supplier will provide Services as agreed from time to time in Statement of Works, so far as is reasonably practicable within any agreed timescale, and with all proper skill and care.
- 3.2 As an independent supplier,
  - 3.2.1 the Supplier will not require or be subject to supervision, direction or control as to its daily activities or the manner of performance thereof, and itself accepts the responsibility for the proper provision of Services
  - 3.2.2 for the avoidance of doubt, Dae.mn shall not (and does not have the right to) exercise supervision, direction or control as to the manner of performance of the Services
  - 3.2.3 it is the Suppliers' responsibility to maintain adequate Professional Indemnity, Employer's Liability (where legally required), Public Liability insurance and, if applicable, IR35 protection insurance.
  - 3.2.4 the supplier must provide its own reference materials, administrative support, and equipment where required (other than where use of Dae.mn's or if appropriate, any End-Client's equipment is required for reasons of security, because it is specialised, or because the equipment is itself the object of the Services)
  - 3.2.5 the supplier shall devise appropriate working strategies, and determine the method and manner of performance of the Services
  - 3.2.6 the supplier shall provide the Services independently, in a professional manner, with all proper skill and care, and in accordance with any applicable professional standards methodologies, and industry standard practices, and with all notified specifications and procedural requirements for the Project

- 3.2.7. the supplier will rectify any defective Services at its own cost and in its own time, as quickly as reasonably practicable, provided they are notified within the Defect Warranty Period
- 3.2.8. the supplier will maintain and provide any necessary qualifications and training
- 3.2.9. the supplier will familiarise itself with and comply with all applicable IT, telecommunications, security, and Health and Safety policies, and with any other relevant legislative requirements reasonably applicable to independent contractors
- 3.2.10. it is the supplier's responsibility to ensure whole disk encryption on any laptop, pc or any other device that is used to undertake Dae.mn work and/or Dae.mn client work.
- 3.2.11. will ensure completed timesheet tracking before the published deadline,
- 3.2.12. the supplier will give Dae.mn and, if appropriate, any End Client reasonable notice of any periods when Services will not be provided
- 3.2.13. the supplier will ensure timesheets are completed in advance for any known periods when Services will not be provided.
- 3.2.14. the supplier will take and be accountable for all appropriate decisions in relation to all aspects of the performance of the Services.
- 3.2.15. the Supplier is not responsible for and should not, at any time, discuss any commercial specifics with the End Client. These items would include but are not limited to rates, extensions and contractual discussions.
- 3.3. The Supplier is responsible for maintaining reasonable continuity in personnel providing Services on its behalf,
  - 3.3.1. but reserves the right in its sole discretion to make changes from time to time or to provide a substitute to provide the services;
  - 3.3.2. no additional charge will be made for any handover period, and
  - 3.3.3. The Supplier remains responsible
    - 3.3.3.1. for defining the scope of (and, if any supervision and direction is required, for providing such supervision and direction of) any Services to be performed by a substitute, and
    - 3.3.3.2. in any event for all Services performed on its behalf.
- 3.4. Where the Supplier's charges are on a time and materials basis, or where any individual who will provide Services is named in a Statement of Work (or Dae.mn has a reasonable expectation that the Services will primarily be provided by a specific individual), it is the Supplier's responsibility to ensure
  - 3.4.1. that the relevant skills and experience of any replacement personnel remain commensurate with the fee rates charged, and
  - 3.4.2. that any replacement personnel have the necessary skills to perform the Services without the need for additional training by Dae.mn.
  - 3.4.3. the supplier acknowledges that Dae.mn and any End Client have the right to refuse Services from any personnel on reasonable grounds related to security, qualifications or expertise.
  - 3.4.4. In the event of substitution, no additional charge will be made for any handover period, and the Supplier remains responsible for defining the scope of (and, if any supervision and direction is required, for providing such supervision and direction of) the Services to be performed by the substitute, for ensuring that any replacement personnel have the necessary skills to perform the Services without the need for additional training by the End Client, and in any event for all Services performed on its behalf.

- 3.4.5. If the Supplier fails following a requirement from Dae.mn to provide Services utilising substitute personnel reasonably acceptable to Dae.mn within seven days of the requirement, either party may terminate this Agreement by immediate written notice
- 3.5. It is Dae.mn's responsibility
  - 3.5.1. to afford the Supplier with such access, information and staff cooperation as the Supplier may reasonably require for the proper performance of any Services, and
  - 3.5.2. to ensure that all relevant Health and Safety policies, risks, information and relevant statutory compliance measures are disclosed to the Supplier.
- 3.6. For the avoidance of doubt, the Supplier is governed by the stated notice period in Schedule 1 from the date of signing the Statement of Work and not the Start Date of the work.
  - 3.6.1. If the Supplier does not give the stated notice, this will be classed as a breach of agreement.
  - 3.6.2. If a breach of agreement occurs with regard to the stated notice period, Daem.mn reserves the right to claim from the Supplier fair and reasonable costs to cover;
    - i) supplier replacement
    - ii) loss of business - this will include, but not be limited to, the recuperation of lost revenue
    - iii) reputational damage
    - iv) and any further costs bought on to Dae.mn as a result of this breach of agreement.
  - 3.6.3. Dae.mn reserves the right to waiver final invoice payments if the stated notice period is breached

#### **4. Dae.mn & End Client Responsibilities**

- 4.1. Neither Dae.mn nor the Client has responsibility for the Supplier or any person engaged on the Services, other than (a) as specifically provided for under this Agreement, and (b) such responsibilities as are generally owed to the public at large.
- 4.2. Dae.mn (and, where reasonably applicable, the End Client) are responsible for:
  - 4.2.1. Giving the Supplier such cooperation, information and access as are reasonably necessary for the proper performance of the Services
  - 4.2.2. informing the Supplier if on any day the Services are not required
  - 4.2.3. ensuring that all relevant Health & Safety policies, risks, information and relevant statutory compliance measures are disclosed to the Supplier.

#### **5. Confidentiality**

- 5.1. Unless the parties have signed a separate Secrecy Agreement containing more specific provisions in relation to confidentiality (in which case the provisions of such agreement will continue to apply in lieu of this clause), each party
  - 5.1.1. will keep any confidential information disclosed by the other secret, and
  - 5.1.2. on termination (or sooner if required) will at the option of the owner thereof return or destroy such confidential information.
- 5.2. Neither party may use or take advantage of any such confidential information without the discloser's consent, even after the end of this Agreement.
- 5.3. This obligation does not apply to

- 5.3.1. information known to the receiver before disclosure by the other party, and free of any obligation of confidentiality, or
- 5.3.2. information independently developed by the receiver, without reference or access to the discloser's confidential information, or
- 5.3.3. information subsequently acquired by the receiver, free of any obligation of confidentiality, or
- 5.3.4. information which becomes public knowledge without fault on the part of the receiver, or
- 5.3.5. disclosures made to the extent required by some applicable legal or regulatory requirement.

## 6. Copyright and Intellectual Property Rights

- 6.1. 'Deliverable' means a work produced by the Supplier in the course of Services for delivery to Dae.mn.
- 6.2. **Dae.mn's Rights:** In respect of Deliverables specified in a Statement of Work as being 'Dae.mn Rights', or where a Statement of Work does not contain any specific provision relating to rights in a Deliverable, the following shall apply: Where pre-existing works are incorporated in any Deliverable, Dae.mn has non-exclusive irrevocable world-wide royalty free license to use modify and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved. Subject thereto, all rights in any Deliverable pass to Dae.mn upon payment of all fees due to the Supplier which relate to that Deliverable, and the Supplier will execute a formal assignment thereof on request by Dae.mn.
- 6.3. **The Supplier's Rights:** In respect of Deliverables specified in a Statement of Work as being 'the Supplier's Rights', Dae.mn has non-exclusive irrevocable world-wide royalty free license to use modify and distribute all Deliverables; all other rights in the Deliverables are reserved.
- 6.4. **Rights per License terms:** In respect of Deliverables specified in a Statement of Work as being 'Rights per License Terms', Dae.mn's rights in the Deliverables are as specified in the separate referenced License; all other rights in the Deliverables are reserved.
- 6.5. The Supplier will indemnify Dae.mn against infringement of third party rights by a Deliverable, provided that Dae.mn notifies the Supplier of any relevant third party rights promptly on such rights becoming known to or suspected by Dae.mn.
- 6.6. Nothing shall prevent the Supplier from using techniques, ideas, and other know-how gained during the performance of Services under this Agreement in the furtherance of its own business, to the extent that such does not result in disclosure or abuse of confidential information in breach hereof, or any infringement of any Intellectual Property Rights of Dae.mn.

## 7. Goodwill and Brand Reputation

- 7.1 The Supplier recognises the value of the goodwill associated with Dae.mn and acknowledges that such goodwill belongs to Dae.mn.
- 7.2 The nature of the business of Dae.mn requires public respect for and trust in the reputation and integrity of the Dae.mn brand. Dae.mn may, at its discretion, terminate this Agreement if any unanticipated factor, development or event in relation to the continued association with the Supplier reflects adversely upon the Dae.mn brand.
- 7.3 The Supplier will agree to conduct its business in a manner that will reflect favorably on Dae.mn and its image, credibility, good name, goodwill and reputation. Should the Supplier attempt to promote Dae.mn in a manner contrary to the terms of this Agreement, Dae.mn shall have, in addition to any other remedies available to it, the

right to seek damages for any reputational damages and/or the right to immediately terminate this Agreement.

## **8. Social Media & Publicity**

- 8.1 The Supplier's own business must not, in any way, be directly linked to the end client if the work has been undertaken for Dae.mn. Any linking of the work undertaken to the client must be done through the context of said work having been carried out as a representative of Dae.mn.
- 8.2 The Supplier must clearly state that they are doing or have done the work encompassed within any associated Statement of Work's as a representative of Dae.mn at any event and/or in any associated marketing material that they chose to participate in for publicity purposes.
- 8.3 The supplier must obtain written permission from the business before using any Dae.mn branding. This can include but is not limited to the company name, logo, slogan, photography, written material, graphics or drawings.

## **9. Charges and Payment**

- 9.1 Dae.mn will pay for Services provided in accordance with the Statement of Work at the Charge Rate, stated subject to all the preconditions stated in 9.6 being fulfilled,
- 9.2 Estimates are subject to change if based on incorrect information provided by Dae.mn or if any specified dependencies / facilities are not available on time, or if any equipment required to be provided by Dae.mn fails to operate correctly.
- 9.3 All sums due shall be invoiced and paid as specified in the applicable Statement of Work.
  - 9.3.1 Dae.mn will pay the Supplier's invoices within one calendar month of monthly invoice being received, invoiced in arrears plus VAT.
  - 9.3.2 Unless otherwise specified, where payment is on a time and materials basis, the Supplier may invoice monthly, at the end of the month.
  - 9.3.3 If Dae.mn makes a payment from a non-UK bank, it shall also pay the charges of the Supplier's bank for processing such inbound payment.
- 9.4 For the avoidance of doubt, the Consultancy is under no obligation to pay, and the Supplier is not entitled to payment, for any periods during which Services have not been provided.

For the avoidance of doubt Dae.mn is under no obligation to make payment

  - 9.4.1 in respect of any periods during which Services have not been provided (including days on which Dae.mn and the Client have no requirement for the Services), for whatever reason; or
  - 9.4.2 in respect of the Services with which Dae.mn or the Client has notified in writing reasonable grounds for dissatisfaction, until the cause for dissatisfaction is rectified.
- 9.5 The Supplier is responsible for its own expenses incurred in the performance of this contract, unless otherwise agreed in writing. Any reimbursement of expenses will be subject to;
  - 9.5.1 the End Client's expense policy
  - 9.5.2 Dae.mn expense policy
- 9.6 As a precondition to any payment being made, the Supplier must have provided Dae.mn with:
  - 9.6.1 A complete signed copy of the Statement of Work



- 9.6.2. Certificate of Incorporation
- 9.6.3. VAT registration
- 9.6.4. Up to date proof of insurance, including professional indemnity (amount is stated in 2.4 of the Statement of Work), public liability (amount is stated in 2.4 of the Statement of Work), IR35 Protection Insurance (if applicable) and (if legally required) employers' liability; Proof of renewal must also be provided on an ongoing basis, within 14 days of each renewal date
- 9.6.5. Produce the following electronic time sheets;
- Kimble (Dae.mn) that have been signed/authorised by the appropriate Consultancy contact
  - Where applicable, the End Client's timesheet system that have been signed/authorised by the appropriate Client contact
- on a weekly basis and in a timely fashion.
- 9.6.6. It is the Kimble (Dae.mn) time sheeting system that will be recognised as the source of truth.
- 9.6.7. All expenses must be entered into the Consultancy's accounting system on a weekly basis and in a timely fashion.
- 9.6.8. If any of the above are not supplied to Dae.mn or, where applicable, the End Client, within the stated time frames, no invoices will be paid.
- 9.7. Unless otherwise agreed, no charge will be made for travel time between Supplier's offices and the Location stated in the Statement of Work
- 9.8. If Dae.mn so requests, the Supplier will enter a VAT self-billing agreement with Dae.mn.
- 9.9. Where Dae.mn has failed to pay an undisputed invoice (or the undisputed element of an invoice) and the due date has passed, and the Supplier has notified the customer in writing 10 working days in advance,
- 9.9.1. The Supplier may suspend provision of Services, and any agreed timescale will be automatically extended;
  - 9.9.2. The Supplier may also terminate this Agreement and any then current Statement of Work for material breach;
- 9.10. Dae.mn shall pay interest on any overdue invoice from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at the higher of (a) four (4%) per year, and (b) four (4%) per year above the Bank of England's base rate from time to time.
- 9.11. All amounts or fees due to the Supplier under or in relation to this agreement shall be paid in full without any deduction or withholding other than as required by law and Dae.mn shall not be entitled to assert any credit, set off or counterclaim whatsoever against the Supplier in order to justify withholding payment of any such amount in whole or in part. If a withholding is required by law, then Dae.mn shall be required to pay an increased amount such that, after the withholding has been applied, the Supplier receives the same net amount as if the withholding had not been required.
- 9.12. If Dae.mn raises a bona-fide dispute as to an invoice, Dae.mn shall (a) promptly and within a reasonable period of time, provide full details of the item and amount in dispute, and of the grounds on which it is disputed, and (b) pay the undisputed part of the invoice within one calendar month of invoice date. The parties shall use their best endeavors to resolve the dispute within one calendar month of Dae.mn giving notice of the dispute. Upon resolution, any sums remaining due shall be treated as due for payment in accordance with the original invoice date.
- 9.13. Dae.mn reserves the right to consider a review of the Supplier's charges and rate card for work performed on a 'time and materials' basis annually.



## 10. Special Provisions

The Services of any Statement of Work will be provided in full compliance with the Client's and End-User's requirements and all applicable Client and End-User policies, and the Supplier will not by its own acts defaults or omissions cause Dae.mn to be in any way in breach of any applicable provision of Dae.mn's contract with the Client (a copy of which will be provided on request).

## 11. The Services

- 11.1. Service requirements will be provided in Section 2 of all Statement of Works.
- 11.2. Any further specific details, prioritisation, and time estimates for each Statement of Work will be as agreed between the Supplier and the Consultancy from time to time.
- 11.3. Progress reports will be provided weekly and when required by the Consultancy.
- 11.4. Any party may request in writing changes to the type and scope of the Services. Any such request must be sufficiently detailed to enable assessment of the effect of the requested change. No change will take effect until and unless agreed in writing and signed by all parties.
- 11.5. There is no obligation on the Consultancy or on the End Client to offer any other work beyond that specified in the Statement of Work, and no obligation on the Supplier to accept any other work that may be offered.
- 11.6. Neither party seeks to create or imply any mutuality of obligation between the parties in the course of the performance of any Statement of Work for services or during any notice period. The Consultancy is not obliged to offer work to the Supplier and the Supplier is not obliged to accept work or where offered to provide services. The Consultancy is not obliged to pay the Supplier at any time that there is no work available during the course of any Statement of Work or for periods where no work is undertaken

## 12. Liability

- 12.1. Neither party seeks to exclude or limit liability
  - 12.1.1. for breach of confidentiality,
  - 12.1.2. for intellectual property infringement,
  - 12.1.3. resulting from failure to comply with its own obligations relating to tax and/or national insurance contributions,
  - 12.1.4. for breach of data protection legislation,
  - 12.1.5. in relation to bribery and corruption,
  - 12.1.6. for death, personal injury, fraud, or repudiatory breach,
  - 12.1.7. or otherwise where it is not lawful to do so.
- 12.2. The supplier agrees to maintain adequate levels of insurance for the statutory period after any Statement of Works has been completed.
- 12.3. Other than laid out in section 9 and subject thereto,
  - 12.3.1. each party expressly excludes liability for economic, consequential or indirect loss or damage of any kind, or for loss of profit, business, revenue, goodwill or anticipated savings.
  - 12.3.2. neither party shall be liable for any loss or damage in excess of the higher of (a) £1,000,000, and (b) 150% of the total sums payable under a Statement of Work, except where it may not lawfully exclude or limit liability

12.3.3.any liability or remedy for innocent or negligent (but not fraudulent) misrepresentation is expressly excluded.

### 13. Termination

- 13.1. Either party may terminate this Agreement at any time when there is no current Statement of Work, by immediate written notice.
- 13.2. Either party may terminate a Statement of Work at any time by one calendar month's written notice, unless the Statement of Work itself otherwise provides.in Section 1
- 13.3. by Dae.mn with Immediate Notice, if the contract between Dae.mn and the End Client terminates (for whatever reason) or if the End Client fails to sign a corresponding Work Order or Statement of Work with Dae.mn, or if the Supplier fails to provide the Services in accordance with these terms.
- 13.4. by either party with Immediate Notice, if the other is in material breach of contract, or is in breach of contract and fails to remedy the breach within fourteen days of being required in writing to do so, or if the other becomes insolvent or ceases to carry on business, or if any preliminary step is taken towards the other's liquidation winding up receivership or administration (other than for bona fide reconstruction or amalgamation)
- 13.5. Immediate Notice means notice to terminate with immediate effect, and shall be effective however communicated, provided confirmed in writing as soon as reasonably practicable.
- 13.6. All terms remain in place even if the Supplier and the Consultancy are out of contract.
- 13.7. Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.
- 13.8. by Dae.mn with immediate Notice, if any reference taken as part of the on-boarding process is deemed to be unsatisfactory.
- 13.9. by Dae.mn with immediate Notice, of any background checks undertaken as part of the on boarding process are deemed to be unsatisfactory.

### 14. TUPE

- 14.1. In this provision, 'TUPE' means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time.
- 14.2. Dae.mn warrants that no individual's contract of employment will transfer to the Supplier as a result of TUPE, on the entry of the parties into this Agreement or any Schedule.
- 14.3. The parties envisage that all Services contemplated by this Agreement and any Schedule shall be '*tasks of short term duration*', and that neither the commencement nor the termination of the Services shall constitute a "*relevant transfer*", for the purposes of Regulation 3 of TUPE; and accordingly that no individual's contract of employment will transfer, whether between the parties, or from any previous supplier, or to any replacement supplier, as a result of TUPE.
- 14.4. In the event that the contract of employment of any employee or former employee of the Supplier does, as a result of TUPE, transfer to Dae.mn or to a replacement supplier on the expiry of or termination of this Agreement or any Schedule, then the Supplier shall indemnify and hold harmless Dae.mn or such replacement supplier, as the case may be ('Transferee') from and against any liabilities and obligations which the Transferee may incur in relation to any claim arising during the period when the employee or former employee was employed by the Supplier.

## **15. Staff obligations and third party rights**

- 15.1. The Supplier is a supplier of a business undertaking carried on by Dae.mn, and it is not the intention of either to create or allow to arise any employee/employer relationship between Dae.mn and any individual providing Services on behalf of Dae.mn.
- 15.2. Each party solely retains all the responsibilities and rights of an employer towards and in relation to its own employees. Neither party second its employees or any of them to the other. No person providing Services is expected or required to integrate into Dae.mn's business organisation or employed workforce.
- 15.3. The Supplier will
  - 15.3.1. ensure that all remuneration it pays any personnel engaged on the Services is paid and taxed as employment income, within the meaning of the Income Tax (Earnings and Pensions) Act 2003 as amended; and
  - 15.3.2. promptly on request by Dae.mn, provide Dae.mn with such information as they may reasonably require, in order that Dae.mn's may comply with any reporting requirements imposed on them, including (but not limited to) requirements in relation to (a) any personnel engaged on the Services, and (b) remuneration paid by the Supplier to any such personnel.
- 15.4. Each party will indemnify the other against any claims brought by or in relation to its own employees and (in the case of the Supplier) any other persons providing Services on its behalf (and including in relation to remuneration payable to such employees and other persons), whether such claims relate to employment, tax, national insurance, or otherwise; and, in particular, where any failure on the part of the Supplier to comply with any such obligations might expose Dae.mn to liability, to produce promptly from time to time, as and when reasonably required, all such evidence as Dae.mn may reasonably require in order to demonstrate the Suppliers' compliance with such obligations. In the event that the Supplier fails to prove reasonably satisfactory evidence of compliance, Dae.mn may
  - 15.4.1. withhold reasonable provision for such liabilities from sums otherwise due to the Supplier, and/or
  - 15.4.2. terminate this Agreement for material breach on the part of the Supplier.
- 15.5. Where applicable, the Supplier is solely responsible for complying with the requirements of the Working Time Regulations 1998 (as amended) and any other legislation relating to workers, in relation to any individual providing Services on its behalf.
- 15.6. Neither party will employ, engage, or otherwise solicit any person who during the previous 6 months was an officer, employee or sub-contractor of the other and with whom such party had material contact in connection with Services performed under any Statement of Work, until 6 months after that Statement of Work has terminated.
- 15.7. No third party rights are intended to be conferred or created by this Agreement or any Statement of Work.
- 15.8. In this term, 'employees' includes, so far as the context permits:
  - 15.8.1. in the case of an LLP or partnership, its members/partners and employees
  - 15.8.2. in the case of a company, its officers and employees.

## **16. AWR**

- 16.1 Unless the Supplier is an Umbrella Company;
  - 16.1.1 The Supplier is a business carried on by the individual(s) who it is envisaged will have primary responsibility for the provision of the Services and is substantially owned by such individual and/or his/her family members.
  - 16.1.2 No individual providing Services on its behalf will work under the supervision and direction of Dae.mn.

16.1.3 The understanding and intention of all parties is that no individual providing Services on behalf of the Supplier will be an 'agency worker', within the meaning of AWR, and that AWR will not apply in respect of this engagement.

## **17. Protection of Dae.mn Business**

- 17.1 The Supplier will not (and is responsible for ensuring that any person introduced or who has provided Services to the Client or End-User on the Supplier's behalf does not) provide services to the Client or End-User (save where such Services are provided pursuant to a contract with Dae.mn), either during this Agreement, or within six months following the later of (i) introduction, and (ii) the end of this Agreement.
- 17.2 The Supplier will inform Dae.mn immediately it becomes aware if, within 6 months following the later of (i) introduction by Dae.mn to the Client or End-User, and (ii) the end of this Agreement, the Client or End-User (other than through Dae.mn) makes an offer of employment or engagement direct to any person introduced or who has provided Services on the Supplier's behalf.
- 17.3 An introduction to the Client is deemed made on Dae.mn providing the Supplier with sufficient information for the Supplier to identify the Client introduced, unless the Supplier already has a connection with the Client and so informs Dae.mn within 7 days, and (if requested) provides documentary evidence.
- 17.4 An introduction to the End-User is deemed made on Dae.mn providing the Supplier with sufficient information for the Supplier to identify the End-User introduced, unless the Supplier already has a connection with the End-User and so informs Dae.mn within 7 days, and (if requested) provides documentary evidence.
- 17.5 Where the Supplier is an Umbrella Company, this provision shall not operate so as to restrict the Supplier from entering an engagement for services to be performed by one or more individuals who have not provided services under this Agreement, provided that the Supplier was not itself instrumental in introducing such individual(s) to the Client
- 17.6 Subject to the above, this Agreement is not exclusive, Dae.mn acknowledges that the Supplier enters this contract in the course of its business of providing services to its customers, and the Supplier remains at liberty to also provide services to third parties. It is the Supplier's responsibility to ensure that no conflict of interest arises.

## **18. Data Protection – generally**

- 18.1. In this clause,
- 18.1.1. 'Data Protection Legislation' means (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) any successor legislation to the GDPR or the Data Protection Act 1998.
- 18.1.2. 'Data Controller', 'Data Processor', 'Data Subject', and 'Personal Data' have the meanings as defined in the Data Protection Legislation.
- 18.1.3. 'Applicable Laws' means the laws of any member of the European Union or the laws of the European Union applicable to the DP.
- 18.2. Each party will
- 18.2.1. comply with all applicable requirements of the Data Protection Legislation and Applicable Laws; this clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation and/or Applicable Laws
- 18.2.2. ensure that, in relation to any Personal Data to be provided to the other, it has all necessary appropriate consents and notices in place to enable lawful transfer of that Personal Data, for the duration and purposes of this agreement
- 18.2.3. provide adequate and timely privacy notices to Data Subjects.

**19. Data Protection –where there is Personal Data in respect of which one party is Data Controller and the other will be Data Processor**

- 19.1. In circumstances where, for the purposes of the Data Protection Legislation, one party is the Data Controller ('DC') and the other is the Data Processor ('DP') (and only in such circumstances), the provisions of this clause 19 shall also apply.
- 19.2. The DP shall, in relation to any Personal Data processed in connection with the performance by the DP of its obligations under this agreement:
- 19.2.1. process that Personal Data only on the written instructions of the DC unless the DP is required by the Applicable Laws to process Personal Data;
- 19.2.2. where the DP is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the DP shall promptly notify the DC of this before performing the processing required by the Applicable Laws, unless those Applicable Laws prohibit the Provider from so notifying the DC;
- 19.2.3. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the DC, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to 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);
- 19.2.4. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 19.2.5. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the DC has been obtained and the following conditions are fulfilled:
- 19.2.5.1 the DC or the DP has provided appropriate safeguards in relation to the transfer;
- 19.2.5.2 the Data Subject has enforceable rights and effective legal remedies;
- 19.2.5.3 the DP complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- 19.2.5.4 the DP complies with reasonable instructions notified to it in advance by the DC with respect to the processing of the Personal Data;
- 19.2.5.5 assist the DC, at the DC's cost, 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;
- 19.2.6 notify the DC without undue delay on becoming aware of a Personal Data breach;

- 19.2.7 at the written direction of the DC, delete or return Personal Data and copies thereof to the DC on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 19.2.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 19.2 and allow for audits by the Customer or the Customer's designated auditor.
- 19.3 The DP shall not appoint any third party processor of Personal Data under this agreement, without the DC's prior written consent; if such consent is given, the DP shall enter with the third-party processor into a written agreement, either (at the DC's option) substantially on that third party's standard terms of business, or incorporating terms which are substantially similar to those set out in this clause; as between the DC and the DP, the DP shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 19.
- 19.4 The DP may, at any time on not less than 30 days' notice, revise clause 12 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

## 20 Anti-Facilitation of Tax Evasion

- 20.1 In performing its obligations under this Agreement, the Supplier shall
- 20.1.1 not engage in any activity, practice or conduct which would constitute either:
- 20.1.1.1 a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
  - 20.1.1.2 a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
- 20.1.2 have and shall maintain in place throughout the *term* of this agreement such policies and procedures as are reasonable
- 20.1.2.1 to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier and
  - 20.1.2.2 to ensure compliance with clause 20.1
- 20.1.3 promptly report to Dae.mn any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this agreement;
- 20.1.4 at Dae.mn's request, provide Dae.mn with a statement of such steps it has taken to ensure compliance with the Criminal Finances Act 2017, together with such other information as Dae.mn may reasonably require in order to undertake risk assessments to ensure that Dae.mn is not facilitating tax evasion pursuant to the Criminal Finances Act 2017.
- 20.2 The Supplier shall ensure that any person associated with the Supplier who is performing services and/or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Dae.mn for any breach by such persons of any of the Relevant Terms.
- 20.3 Breach of this clause shall be deemed a material breach of this Agreement.
- 20.4 For the purposes of this clause, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Supplier includes [but is not limited to] any subcontractor of the Supplier.



## **21 Modern Slavery Act 2015**

- 21.1 In performing its obligations under this Agreement, the Supplier shall:
- 21.2 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- 21.3 have and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance;
- 21.4 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- 21.5 require that each of its direct subcontractors and suppliers shall comply with the anti-slavery policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

## **22 Bribery and Corruption**

- 22.1 The parties shall each comply with all applicable legal requirements relating to bribery and corruption.
- 22.2 The Supplier shall comply with any Dae.mn's policies relating to bribery and corruption that may be disclosed to the Supplier, as though such policies applied to and had been adopted by the Supplier.

## **23 Disputes generally**

- 23.1 In this section, for the avoidance of doubt
  - 23.1.1 'dispute or difference' does not include default; and
  - 23.1.2 'default' includes failure to pay any sum by the due date, unless grounds of dispute have been expressly notified in writing to the other party; and
  - 23.1.3 nothing in this section shall prevent any party from immediately seeking injunctive or other equitable relief, including termination, from any court having competent jurisdiction.
- 23.2 In the event of any dispute or difference arising between the parties in connection with this Agreement, the parties shall attempt between their respective Managers to resolve such dispute or difference in good faith and without recourse to legal proceedings.
- 23.3 If the parties are unable to resolve such dispute or difference within five (5) Working Days of initial discussions between the parties taking place, either party may request the other in writing that the matter be referred to senior representatives of the parties with authority to settle the dispute, who shall attempt to resolve the dispute within ten (10) Working Days of the written request to do so.

## **24 Alternative Dispute Resolution**

- 24.1 If the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.
- 24.2 Any such mediation shall be administered by Centre for Effective Dispute Resolution (CEDR) in accordance with the CEDR Model Mediation Procedure, and unless otherwise agreed between the parties, the mediator will be nominated by CEDR.



- 24.3 If the parties do not succeed in settling the dispute within a period of one calendar month following referral to mediation, then, upon notice by either party to the other, the dispute shall be referred to arbitration in accordance with section 25.
- 24.4 Notwithstanding the referral of a dispute under this section 24, the parties shall continue to perform their respective obligations under this Agreement.

## 25 Arbitration

- 25.1 Any dispute between the parties relating to this Agreement may (subject to section 23.3) at the option of either party be referred to a single arbitrator.
- 25.2 If the parties fail to agree on an arbitrator within a reasonable time the President of the Chartered Institute of Arbitrators shall on the request of either party make the appointment.
- 25.3 Any arbitration shall be conducted in London under the provisions of the Arbitration Act 1996 and the costs and expenses of any arbitrator agreed or appointed shall be borne by such of the parties and in such proportions as the arbitrator may determine, failing which the costs shall be borne equally by both parties.
- 25.4 Notwithstanding the referral of a dispute under this section 25, the parties shall continue to perform their respective obligations under this Agreement.

## 26 Notices

- 26.1 All notices and other forms of communication required under this Agreement must be in writing, in the English language, and delivered or transmitted to the recipient in person through a reputable courier service, by email, or by registered mail (with acknowledgement of receipt), in each case to the postal or email address indicated below:

26.1.1 The Supplier – postal address:

26.1.2 The Supplier – email address:

26.1.3 Dae.mn's – postal address:

**Paddington Clubhouse, Studio C, 21 Conduit Place, Paddington, London W2 1HS**

26.1.4 Dae.mn – email address:

**contracts@dae.mn**

- 26.2 A notice shall be considered delivered to the recipient's address on the date of delivery if delivered in person, 3 working days following the date of mailing if sent by registered mail, and the next working day if sent by email.
- 26.3 Either party may change the postal or email address to which notices are to be delivered or transmitted by giving the other party written notice to this effect in the manner set forth herein.

## 27 Electronic signatures

- 27.1 This Agreement and any Statement of Work may be signed by electronic signature (whatever the form the electronic signature takes), and that such method of signature shall be equally conclusive of the intention of each party to be bound by its terms and conditions as if signed with manuscript signatures.
- 27.2 Notwithstanding that this Agreement and/or a Statement of Work may have been signed by a form of electronic signature, no addition, amendment to, or modification or discharge of, this Agreement and/or a Statement of Work shall be effective

otherwise than in writing on paper and signed with the manuscript signature of each party.

## 28 General

- 28.1 **Force majeure:** If a party is obstructed in performing any of its obligations by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues. Whilst performance has been suspended for more than 14 days, either party may terminate this Agreement by immediate written notice
- 28.2 **Waiver:** Failure to enforce any term of this Agreement is not a waiver of a party's rights and shall not prejudice its rights to take action in respect of the same or any later breach.
- 28.3 **Severability:** Any part of a term of this Agreement which is wholly or partially void, invalid, or unenforceable shall be severed from the remainder (which remains enforceable)
- 28.4 **Notices:** Any notice to be given by either party to the other shall be in writing, may be sent by recorded delivery, and shall be deemed served 2 days after posting
- 28.5 **Notices:** Any notice to be given by either party to the other shall be in writing (which term includes email) and in English;
- 28.5.1 If sent to the Company must be sent to [contracts@dae.mn](mailto:contracts@dae.mn);
- 28.5.2 If sent to the Supplier, may be sent to the email address customarily used by the Company in recent communications with the Supplier & stated on the front page of this contractual agreement; and
- 28.5.3 shall be deemed validly sent and received, provided they are correctly addressed.

## 29 Law

- 29.1 These terms and any non-contractual disputes or claims between the parties are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising
- 29.2 Where this document is provided in a language other than English, it has been translated by a third party and is provided in good faith and for the convenience of the parties. However, the accuracy of the translation is not warranted; the English language version of this document is definitive, and shall prevail in case of conflict.
- 29.3 In case of conflict, the provisions of a Statement of Work shall prevail over the provisions of this Master Agreement.

**EXECUTED BY THE PARTIES' AUTHORISED REPRESENTATIVES AS FOLLOWS:**

**On behalf of the Supplier**

**On behalf of Dae.mn**

Please sign here

Please sign here

Print name

Print name:

Date:

Date: