

INDUS SERVICES LIMITED

TERMS AND CONDITIONS

Contents

1. INTERPRETATION	3
3. DUTIES AND OBLIGATIONS	5
4. FEES	6
5. EXPENSES	7
6. OTHER ACTIVITIES	7
7. CONFIDENTIAL INFORMATION AND CUSTOMER PROPERTY	7
8. DATA PROTECTION	7
9. INTELLECTUAL PROPERTY	8
10. INSURANCE AND LIABILITY	8
11. TERMINATION AND RESTRICTIVE COVENANTS	9
12. OBLIGATIONS ON TERMINATION.....	10
13. STATUS	10
14. INDEMNIFICATION PROCEDURE	11
15. NOTICES.....	11
16. VARIATION	11
17. COUNTERPARTS.....	12
18. THIRD PARTY RIGHTS.....	12
19. DISPUTES AND LAW	12

The Terms and Conditions of business

Between PARTIES

- (1) INDUS SERVICES LIMITED whose registered office is at Vista Centre, 50 Salisbury Road, Middlesex, TW4 6JQ (hereinafter referred as **Supplier**).
- (2) whose registered office is at
(hereinafter referred as **Customer**).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

Board: the board of directors of the Customer (including any committee of the board duly appointed by it).

Supplier: Indus Services Limited and its representatives/employees.

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Customer Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Customer or its customers and business contacts, and any equipment, keys, hardware or software provided for the Supplier or the Individual's used by the Customer during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Supplier on the computer systems or other electronic equipment of the Customer during the Engagement.

Commencement Date: [.....]

Confidential Information: information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Customer for the time being confidential to the Customer and trade secrets including, without limitation, technical data and know-how relating to the Business of the Customer or any of its suppliers, customers, agents, management or business contacts whether or not such information (if in anything other than oral form) is marked confidential.

Engagement: the engagement of the Supplier by the Customer on the terms of this agreement.

Insurance Policies: commercial general liability insurance cover, employer's liability insurance cover, professional indemnity insurance cover and public liability insurance cover.

Intellectual Property Rights: patents, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Services: the services described in Service definition document.

Substitute: a substitute for the Individual appointed under the terms of clause 3.3.

Termination Date: the date of termination of this agreement, howsoever arising.

- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

2. TERM OF ENGAGEMENT

- 2.1 The Customer shall engage the Supplier and the Supplier to provide the Services as part of supply.
- 2.2 The Engagement shall commence on the Commencement Date and shall continue unless terminated:
 - (a) as provided by the terms of this agreement; or
 - (b) by the Customer giving to the Supplier not less than one months prior written notice; or

- (c) by the Supplier giving to the Customer not less than one months prior written notice.

3. DUTIES AND OBLIGATIONS

- 3.1 During the Engagement the Supplier shall, and (where appropriate) shall procure that the Individual's representing shall:
 - (a) provide the Services with all due care, skill and ability and use its or their best endeavours to promote the interests of the Customer;
 - (b) unless the Individual is prevented by ill health or accident, devote at least 8 hours per day per working week (Monday to Friday) to the carrying out of the Services together with such additional time if any as may be necessary for their proper performance; and
 - (c) promptly give to the Customer all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services.
- 3.2 If the Individual is unable to provide the Services due to illness or injury, the Supplier shall advise the Customer of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.
- 3.3 The Supplier may, with the prior written approval of the Customer and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services instead of the Individual, provided that the Substitute shall be required to enter into direct undertakings with the Customer, including with regard to confidentiality. If the Customer accepts the Substitute, the Supplier shall continue to invoice the Customer in accordance with clause 4 and shall be responsible for the remuneration of the Substitute.
- 3.4 The Supplier shall use its reasonable endeavours to ensure that they are available at all times on reasonable notice to provide the assistance or information as the Customer may require.
- 3.5 Unless it has been specifically authorised to do so by the Customer in writing:
 - (a) neither the Supplier nor the representatives shall have any authority to incur any expenditure in the name of or for the account of the Customer; and
 - (b) the Supplier shall not, hold itself out as having authority to bind the Customer.

- 3.6 The Supplier shall comply with all reasonable standards of safety and comply with the Customer's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Customer any unsafe working conditions or practices.
- 3.7 The Supplier shall comply with the Customer's policies on social media, information security, antifraud, bribery and reputation risk and bullying and harassment.
- 3.8 The Supplier shall:
- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - (b) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, and will enforce them where appropriate;
 - (c) promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement;
- 3.9 Breach of clause 3.8 shall be deemed a material breach of this agreement.

4. FEES

- 4.1 The Customer shall pay the Supplier a fee as per the pricing document. On the last working day of each month during the Engagement the Supplier shall submit to the Customer an invoice which gives details of the Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during that month.
- 4.2 In consideration of the provision of the Services, the Customer shall pay each invoice submitted by the Supplier in accordance with clause 4.1, within 30 days of receipt.
- 4.3 The Customer shall be entitled to deduct from the fees (and any other sums) due to the Supplier any sums that the Supplier may owe to the Customer at any time.
- 4.4 Payment in full or in part of the fees claimed under clause 4 or any expenses claimed under clause 5 shall be without prejudice to any claims or rights of the Customer against the Supplier in respect of the provision of the Services.

5. EXPENSES

- 5.1 The Customer shall reimburse all reasonable expenses properly and necessarily incurred by the Supplier in the course of the Engagement, subject to prior written approval of such expenses.

6. OTHER ACTIVITIES

Nothing in this agreement shall prevent the Supplier from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

- (a) such activity does not cause a breach of any of the Supplier obligations under this agreement;
- (b) the Supplier shall not, engage in any such activity if it relates to a business which is similar to or in any way competitive with the Business of the Customer without the prior written consent of the Customer; and
- (c) the Supplier shall give priority to the provision of the Services to the Customer over any other business activities undertaken by it during the course of the Engagement.

7. CONFIDENTIAL INFORMATION AND CUSTOMER PROPERTY

- 7.1 The Supplier acknowledges that in the course of the Engagement it will have access to Confidential Information. The Supplier has therefore agreed to accept the restrictions in this clause 7.
- 7.2 The Supplier shall not (except in the proper course of its or his duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:
- (a) any use or disclosure authorised by the Customer or required by law; or
 - (b) any information which is already in, or comes into, the public domain.
- 7.3 At any stage during the Engagement, the Supplier will promptly on request return to the Customer all and any Customer Property in its possession.

8. DATA PROTECTION

- 8.1 The Supplier shall comply, with the Customer's data protection policy and relevant obligations under the Data Protection Act 1998 and associated codes of practice when processing personal data relating to any employee, worker, customer, Customer, supplier or agent of the Customer.

9. INTELLECTUAL PROPERTY

- 9.1 Unless agreed otherwise in writing between the Customer and the Supplier the Customer shall retain ownership of all Intellectual Property Rights of whatever nature and, if registerable, whether registered or not, in the documents or other material and data or other information provided to the Supplier in the context of this Agreement.
- 9.2 The Supplier warrants to the Customer that:
- (a) no documents or other material and data or other information and devices or processes will be provided by the Supplier for use in the provision of the Services which infringe any third party intellectual property rights; and
 - (b) any documents or other materials created by the Individual or Substitute in the provision of the Services for use by the Customer will be original and created specifically for the Customer.
- 9.3 The Customer warrants to the Supplier that no documents or other material and data or other information and devices or processes will be provided by the Customer to the Supplier for use in the provision of the Services which infringe any third party Intellectual Property Rights.
- 9.4 In the event that a claim for the infringement of third party Intellectual Property Rights is made or intimated against the Supplier in relation to documents or other material, data and other information or devices and processes provided to the Supplier by the Customer for use in the provision of the Services or which the Customer dictated should be used by the Supplier in the provision of the Services, the Customer shall indemnify the Supplier against any and all costs, expenses, damages or other losses suffered or payments made by the Supplier in connection with the claim and any associated judgment or settlement.
- 9.5 In the event that a claim for the infringement of third party Intellectual Property Rights is made or intimated against the Customer in relation to documents or other material, data and other information or devices and processes provided to the Customer by the Supplier for use in the provision of the Services or which the Supplier dictated should be used by the Customer in the provision of the Services, the Supplier shall indemnify the Customer against any and all costs, expenses, damages or other losses suffered or payments made by the Customer in connection with the claim and any associated judgment or settlement.

10. INSURANCE AND LIABILITY

- 10.1 The Supplier shall have liability for and shall indemnify the Customer for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Supplier (or any Substitute engaged by it) of the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.
- 10.2 The Supplier shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Customer and that the level of cover and other terms of insurance are acceptable to and agreed by the Customer.
- 10.3 The Supplier shall on request supply to the Customer copies of the Insurance Policies and evidence that the relevant premiums have been paid.
- 10.4 The Supplier shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Supplier is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Supplier shall notify the Customer without delay.

11. TERMINATION AND RESTRICTIVE COVENANTS

- 11.1 Notwithstanding the provisions of clause 2.2, the Customer may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the Supplier (other than in respect of amounts accrued before the Termination Date) if at any time:
 - (a) the Supplier commits any gross misconduct affecting the Business of the Customer; or
 - (b) the Supplier commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Customer; or
 - (c) the Supplier or the representative is, in the reasonable opinion of Customer, negligent or incompetent in the performance of the Services; or
 - (d) the Supplier makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Supplier; or
 - (e) the Supplier commits any fraud or dishonesty or acts in any manner which in the opinion of the Customer brings or is likely to bring the Supplier or the Customer into disrepute or is materially adverse to the interests of the Customer; or

- (f) the Supplier commits any breach of the Customer's policies and procedures; or
- (g) the Supplier commits any offence under the Bribery Act 2010.

11.2 The rights of the Customer under clause 11.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Supplier as having brought the agreement to an end. Any delay by the Customer in exercising its rights to terminate shall not constitute a waiver of these rights.

11.3 The Customer will not hire the representative of Supplier direct or indirect on permanent or contractual basis without the consent of Supplier until 12 months after this agreement termination or end date.

12. OBLIGATIONS ON TERMINATION

On the Termination Date the Supplier shall:

- (a) immediately deliver to the Customer all Customer Property which is in its possession or under its or his control;
- (b) irretrievably delete any information relating to the Business of the Customer stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of the Customer. and
- (c) provide a signed statement that it or he has complied fully with its or his obligations under this clause 12.

13. STATUS

13.1 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Supplier shall be fully responsible for and shall indemnify the Customer for and in respect of:

- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Individual in respect of the Services, where such recovery is not prohibited by law. The Supplier shall further indemnify the Customer against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Customer in connection
- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual or any Substitute against the Customer arising out of or in connection with the provision of the Services.

- 13.2 The Supplier warrants that it is not nor will it prior to the cessation of this agreement, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

14. INDEMNIFICATION PROCEDURE

- 14.1 An indemnified party shall be notified of any claim, demand or action brought against it for infringement which relates to the Services, for which to which indemnification rights relate.
- 14.2 The indemnifying party shall process any litigation arising from any claim, demand or action, at their own expense. Exclusive control of any such litigation or settlement negotiations is granted to the indemnifying party. This includes any related correspondence/procedures.
- 14.3 The indemnifying party may request assistance from the indemnified party to contest any claim, demand or action. All reasonable costs and expenses incurred in so doing, excluding any profit margin, shall be repaid to the indemnifying party.
- 14.4 The indemnifying party may, at its own expense, modify the relevant software or other Materials so as to avoid the infringement or the alleged infringement; or procure a licence to use same.
- 14.5 Any claim for indemnification under this section must be brought within one (1) year of delivery of the infringing deliverable. After such time period, this indemnification provision shall terminate and have no further force or effect.

15. NOTICES

- 15.1 Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served in the case of the Customer on the Company Secretary and in the case of the supplier company on any Director by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for the time being. Any such notice shall be deemed to have been received:
- (a) if delivered personally, at the time of delivery; and
 - (b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.

16. VARIATION

No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

17. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which, when executed [and delivered], shall be an original, and all the counterparts together shall constitute one and the same instrument.

18. THIRD PARTY RIGHTS

- 18.1 Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 18.2 The rights of the parties to terminate rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.

19. DISPUTES AND LAW

- 19.1 The parties shall attempt to resolve any dispute relating to this Agreement through negotiations between senior executives of the parties who have authority to settle the dispute.
- 19.2 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 19.3 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this Agreement has been signed by and for and on behalf of the parties hereto the day and year first before written.

SIGNED for and on behalf of Customer	SIGNED for and on behalf of Supplier
---	---