

Date

**TERMS AND CONDITIONS FOR THE
PROVISION OF SERVICES**

**I-NET SOFTWARE
SOLUTIONS(1) AND
CONSULTANT COMPANY (2)**

PARTIES

- (1) **I-NET SOFTWARE SOLUTIONS LTD**, a company incorporated and registered in England and Wales with company number 05607748, whose registered office is at 42 Viola Avenue, Feltham, Middlesex, TW14 0EW, United Kingdom (**Client**)
- (2) **(COMPANY NAME)** incorporated and registered in England and Wales with company number () whose registered office is at (REGISTERED ADDRESS) (**Consultant Company**)

Agreed Terms

1. Defined Terms

- 1.1 In these Terms, unless the context clearly means something different, the words and expressions have the following meanings:

"Affiliate"

A company or organisation that controls, is controlled by, or is under the same control as another company;

"Business Day"

Any day when banks in London are open. This does not include Saturdays, Sundays, or public holidays in England;

"Business Opportunities"

Any opportunities the Consultant Company learns about during the engagement that relate to the Client's business (or the business of any of the Client's Affiliates), or that the Client reasonably believes could benefit them or their Affiliates;

"Capacity"

Any role or position someone might act in - such as agent, consultant, director, employee, owner, partner, shareholder, or any similar role;

"Client Property"

All documents, materials, records, correspondence, data, equipment, keys, hardware, software, and any other items that belong to the Client or its Affiliates.

This includes anything the Consultant Company creates, stores, or uses on the Client's or their own devices during the engagement;

"Conditions"

These terms and conditions, including any updates made under clause 19;

"Confidential Information"

Any information - written, spoken, visual, or electronic - that relates to the Client or its Affiliates and is meant to be kept confidential.

This includes business details, financial information, customer information, technical data, trade secrets, and anything the Consultant Company creates or receives during the engagement, whether or not it is labelled "confidential.;

"Control"

Owning more than half of a company's shares, or having the legal authority to direct how the company is managed. "Controls" and "Controlled" should be understood in the same way;

"Contract" shall have the meaning given to it in clause 2.3;

"Data Protection Legislation"

All UK laws about data protection and privacy, including the UK GDPR, the Data Protection Act 2018, any future laws that replace them, and any other rules that apply to how personal data is used (including rules about electronic communications);

"Deemed Employment"

A type of engagement that falls under section 61M(1)(d) of the Income Tax (Earnings and Pensions) Act 2003;

"Engagement"

The arrangement under which the Consultant Company is hired to provide the Services under the Contract;

"Insurance Policies"

The required insurance cover: general liability insurance, professional indemnity insurance, and public liability insurance;

"Intellectual Property Rights"

All legal rights that protect creations such as inventions, designs, software, logos, brand names, written work, databases, and confidential information.

These rights may be registered or unregistered and include the right to apply for protection, renew it, or enforce it anywhere in the world;

"Invention"

Any idea, discovery, improvement, or innovation created by the Consultant Company while providing the Services, whether or not it can be patented or formally registered, and whether or not it is written down or recorded;

"Purchase Order"

A document issued by the Client that sets out what Services are required, the fees, and any extra terms that apply, following the format in Schedule 1;

"Services"

The consultancy services the Consultant Company provides to the Client or its Affiliates, as described in the Purchase Order;

"Agent"

The individual chosen by the Consultant Company to carry out the Services on its behalf, as named in the Purchase Order and in line with clause 5.1;

"Restricted Customer":

Any customer of the Client to whom the Consultant Company has provided Services at any time during this Agreement;

"Termination Date"

The date when the Contract ends or expires, for any reason;
and

"Works"

All materials created by the Consultant Company while providing the Services - such as documents, reports, drawings, designs, photos, graphics, software, ideas, and any other related materials - whether in paper or electronic form.

1.2 In these Terms, unless the context otherwise requires:

- 1.2.1 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;
- 1.2.2 a reference to a party includes its successors or permitted assigns;
- 1.2.3 a reference to one gender shall include a reference to other genders;
- 1.2.4 words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.5 any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.6 a reference to **writing** or **written** includes email.

2. **GENERAL TERMS**

- 2.1 These Conditions shall be effective for one year from the date of these Conditions and will renew automatically on an annual basis, unless either party provides at least 60 days written notice prior to the renewal date of their intent not to renew the Conditions. In the event that either party elects not to renew the Conditions, the Conditions shall remain applicable until all Purchase Orders are completed or terminated.

- 2.2 These Conditions shall apply to all Purchase Orders agreed between the parties until completion of the relevant Purchase Order.
- 2.3 These Conditions together with the relevant Purchase Order and any other document, plan or specification referred to in the Purchase Order constitute the contract between the parties for the Engagement (the "**Contract**").
- 2.4 In the event of any conflict between a clause of these Conditions and a term of the Purchase Order, the term of the Purchase Order shall prevail.

3. **CONTRACT FORMATION**

- 3.1 The Client is not required to issue any Purchase Order under these Conditions.
- 3.2 The Consultant Company may decline to accept any Purchase Order issued by the Client.
- 3.3 A Purchase Order constitutes an offer by the Client to purchase the Services from the Consultant Company in accordance with these Conditions.
- 3.4 The Purchase Order is considered accepted by both parties on the date shown on it. The Services will start on the Commencement Date stated in the Purchase Order.
- 3.5 The Engagement shall continue unless and until terminated in accordance with the terms of the Contract. For the avoidance of doubt, the termination of an Engagement does not terminate these Conditions which may only be terminated in accordance with clauses 2.1 and 14.

4. **ROLES AND RESPONSIBILITIES**

- 4.1 During the Engagement the Consultant Company shall and (where appropriate) shall procure that the Agent shall:
 - 4.1.1 provide the Services with all due care, skill and ability and use reasonable endeavours to promote the interests of the Client, any Affiliate of the Client and its customers;
 - 4.1.2 promptly give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services.
 - 4.1.3 If the Agent cannot provide the Services because they are ill or injured, the Consultant Company must inform the Client as soon as reasonably possible. No fees will be paid for any time when the Services are not delivered.
- 4.2 The Consultant Company shall use reasonable endeavours to ensure that the Agent is available at all times on reasonable notice to provide such assistance or information as the Client may require.
- 4.3 Unless it has been specifically authorised to do so by the Client in writing, the Consultant Company shall not and shall procure that the Agent, shall not:

- 4.3.1 have any authority to incur any expenditure in the name of or for the account of the Client;
 - 4.3.2 hold it or themselves out as having authority to bind the Client; or
 - 4.3.3 sign any document, enter into any agreement or make any promise or undertaking on behalf of the Client or Client's Affiliate.
- 4.4 The Consultant Company shall, and shall procure that the Agent shall, comply with all reasonable standards of safety and comply with the Client's or the Client's customer's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Client any unsafe working conditions or practices.
- 4.5 The Consultant Company shall, and shall procure that the Agent shall, comply with the Client's policies regarding social media, use of information, computers and communication systems, anti-harassment and bullying and any other policies as may be communicated by the Client to the Consultant Company.
- 4.6 The Consultant Company undertakes to the Client that during the Engagement it shall, and shall procure that the Agent shall, take all reasonable steps to offer (or cause to be offered) to the Client any Business Opportunities as soon as practicable after the same shall have come to it or their knowledge and in any event before the same shall have been offered by the Consultant Company (or caused by the Consultant Company to be offered) to any other party.
- 4.7 The Consultant Company shall, and shall procure that the Agent shall:
- 4.7.1 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 ("**Relevant Requirements**");
 - 4.7.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 4.7.3 comply with the Client's anti-bribery and anti-corruption policies (available to the Consultant Company on request) and the Client may update them from time to time ("**Relevant Policies**");
 - 4.7.4 promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultant Company in connection with the performance of the Contract;
 - 4.7.5 ensure that all persons associated with the Consultant Company or other persons who are performing services in connection with the Contract comply with this clause 4.8; and
 - 4.7.6 within one month of the date that the Client may reasonably request, certify to the Client in writing, his compliance with this clause 4.8. The Consultant Company shall provide such supporting evidence of compliance.

- 4.8 Failure to comply with clause 4.8 may result in the immediate termination of the Contract.
- 4.9 The Client shall not seek to exercise any supervision, direction and/or control over the Consultant Company or its Agents.
- 4.10 The services shall be provided during such hours as the Consultant Company deems appropriate for the satisfactory provision of the Services.
- 4.11 The Consultant Company will at its own expense provide all materials (including tools, communications, safety equipment, computer hardware and software ensuring it contains up to date security and anti-virus protection) that may be necessary to execute the Services or may be reasonably required to do so and as agreed between the Consultant Company and the Client.

5. **AGENT**

- 5.1 Subject to clause 5.2, the Consultant Company shall have the right to provide the services using Agents of their own choice. The Consultant Company can substitute any Agent provided that the Client is reasonably satisfied that the substitute Agent is sufficiently skilled, experienced and qualified to carry out the Services. The Consultant Company will remain liable for the Services completed by any substitute and will bear any costs.
- 5.2 The Consultant Company agrees that only the named Agent in the Purchase Order will perform the Services. A new Agent can only be appointed if the Client gives written consent, and the Client should not refuse this without a good reason.

6. **NON-RECRUITMENT**

The Consultant Company must not, without the Client's written permission, try to hire, encourage to leave, or employ anyone who works for the Client (or has worked for the Client) at any time during this agreement and for 6 months after it ends.

7. **FEES**

- 7.1 The fees payable by the Client to the Consultant Company are as set out in the relevant Purchase Order. The fees are exclusive of VAT.
- 7.2 Where the Services provided pursuant to a Purchase Order are calculated on a time and materials basis, on the last working day of each month during the Engagement, the Consultant Company shall submit to the Client an invoice which gives details of the number of days the Agent has worked during the month, the Services provided and the amount of the fee it considers payable, as calculated in accordance with the fees set out in the Purchase Order (plus VAT, if applicable) for the Services during that month.
- 7.3 In consideration of the provision of the Services during the Engagement, the Client shall pay each invoice submitted by the Consultant Company in accordance with clause 7.2 within sixty (60) days of receipt.

- 7.4 The Client shall be entitled to deduct from the fees (and any other sums) due to the Consultant Company any sums that the Consultant Company may owe to the Client or any Affiliate of the Client at any time.
- 7.5 Payment in full or in part of the fees claimed under this clause 7 (or any expenses claimed under clause 8) shall be without prejudice to any claims or rights of the Client or any Affiliate of the Client against the Consultant Company in respect of the provision of the Services.
8. **EXPENSES**
- 8.1 Unless otherwise agreed in writing, the Consultant Company shall bear his own expenses incurred in the course of the Engagement.
- 8.2 If the Agent is required to travel abroad in the course of the Engagement the Consultant Company shall be responsible for any necessary insurances, inoculations and immigration requirements.
9. **OTHER ACTIVITIES**
- 9.1 Nothing in the Contract shall prevent the Consultant Company or the Agent 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:
- 9.1.1 such activity does not cause a breach of any of the Consultant Company's obligations under this Contract;
- 9.1.2 the Consultant Company shall not, and shall procure that the Agent 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 Client or any Affiliate of the Client without the prior written consent of the Client; and
- 9.1.3 the Consultant Company shall give priority to the provision of the Services to the Client over any other business activities undertaken by the Consultant Company during the course of the Engagement.
- 9.2 To the extent that the Consultant Company or the Agent is already engaged, concerned or has a financial interest in any Capacity in any other business, trade, profession or occupation that may be regarded by the Client as a competitor of the Client or any Affiliate of the Client or as being in competition with the Client or any Affiliate of the Client, he must disclose all information reasonably requested by the Client before commencing with the provision of the Services.
10. **CONFIDENTIAL INFORMATION**
- 10.1 The Consultant Company acknowledges that in the course of the Engagement it and the Agent will have access to Confidential Information. The Consultant Company therefore agrees to accept the restrictions in this clause 10.

- 10.2 The Consultant Company and the Agent shall only use the Confidential Information for the purpose of providing the Services.
- 10.3 The Consultant Company shall not, and shall procure that the Agent shall not, (except in the proper course of its or their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use all reasonable endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
- 10.3.1 any use or disclosure authorised by the Client or required by law; or
 - 10.3.2 any information which is already in, or comes into, the public domain otherwise than through the Consultant Company's unauthorised disclosure.
 - 10.3.3 At any stage during the Engagement, the Consultant Company will promptly on request return to the Client all and any Client Property in its or the Agent's possession.
- 10.4 Nothing in this clause 10 shall prevent the Consultant Company (or the Agent) or the Client (or any of its officers, employees, workers or agents) from:
- 10.4.1 reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution; or
 - 10.4.2 doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority; or
 - 10.4.3 whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing); or
 - 10.4.4 complying with an order from a court or tribunal to disclose or give evidence; or
 - 10.4.5 making any other disclosure as required by law.

11. **DATA PROTECTION**

- 11.1 The Client will collect and process information relating to the Agent in accordance with the privacy notice at Schedule 2.
- 11.2 The Consultant Company and the Client will comply with the Data Protection Legislation.
- 11.3 The Consultant Company shall ensure that it has in place appropriate technical or organisational measures, reviewed and approved by the Client, 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. Such measures may include, where appropriate:

- 11.3.1 anonymising and encrypting personal data;
- 11.3.2 ensuring confidentiality, integrity, availability and resilience of its systems and services;
- 11.3.3 ensuring that availability of and access to personal data can be restored in a timely manner after an incident; and
- 11.3.4 regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

12. INTELLECTUAL PROPERTY

- 12.1 The Consultant Company warrants to the Client that it has obtained from the Agent a written and valid assignment of all existing and future Intellectual Property Rights in the Works and the Inventions and of all materials embodying such rights and a written irrevocable waiver of all the Individual's statutory moral rights in the Works, to the fullest extent permissible by law, and that the Agent has agreed to hold on trust for the Consultant Company any such rights in which the legal title has not passed (or will not pass) to the Consultant Company. The Consultant Company agrees to provide to the Client a copy of this assignment on or before the date of this Agreement.
- 12.2 The Consultant Company hereby assigns to the Client all existing and future Intellectual Property Rights in the Works and the Inventions 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 the Contract, the Consultant Company shall hold legal title in these rights and inventions on trust for the Client.
- 12.3 The Consultant Company undertakes:
 - 12.3.1 to notify to the Client in writing full details of any Inventions promptly on their creation;
 - 12.3.2 to keep the details of all Inventions confidential;
 - 12.3.3 whenever requested to do so by the Client and in any event on the termination of the Engagement, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in his possession, custody or power;
 - 12.3.4 not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Client; and
 - 12.3.5 to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Client.

and confirms that the Agent has given written undertakings in the same terms to the Consultant Company.

- 12.4 The Consultant Company warrants to the Client that:
- 12.4.1 It has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
 - 12.4.2 It is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
 - 12.4.3 the use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe the rights of any third party.
- 12.5 The Consultant Company agrees to indemnify the Client and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Client, or for which the Client may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Consultant Company to the Client during the course of providing the Services. The Consultant Company shall maintain adequate liability insurance coverage and ensure that the Client's interest is noted on the policy, and shall supply a copy of the policy to the Client on request. The Client may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Consultant Company, if the Client's customer to whom the Consultant Company provides the Services on behalf of the Client, has enforced this clause under the agreement entered into between the Client and its customer.
- 12.6 The Consultant Company acknowledges that, except as provided by law, no further fees or compensation other than those provided for in the Contract are due or may become due to the Consultant Company in respect of the performance of its obligations under this clause 12.
- 12.7 The Consultant Company undertakes, at the expense of the Client, at any time either during or after the Engagement, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the Client, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of the Client and to defend the Client against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works and the Inventions.
- 12.8 The Consultant Company irrevocably appoints the Client to be its attorney in its name and on its behalf to execute documents, use the Consultant Company's name and do all things which are necessary or desirable for the Client to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the Client, that any instrument or act falls within the authority conferred by the Contract shall be conclusive evidence that such is the case so far as any third party is concerned.

13. **INSURANCE AND LIABILITY**

- 13.1 The Consultant Company is engaged for its ability and expertise in the subject matter of the

Services upon which the Client will rely. The Consultant Company shall be liable for and shall indemnify the Client and any Affiliate of the Client for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from:

- 13.1.1 any breach by the Consultant Company or a Agent of the terms of the Contract including any negligent or reckless act, omission or default in the provision of the Services;
 - 13.1.2 any material breach by the Consultant Company of the terms of this Contract;
 - 13.1.3 any wilful default or negligent or reckless conduct or omission or default in the provision of the Services; or
 - 13.1.4 all claims and proceedings arising from a third party claim that the use of the Works or Inventions or their possession by the Client and/ or Affiliate infringes the intellectual property right or other proprietary right of that third party or any other claim relating to the Works or Inventions supplied by the Consultant Company to the Client during the course of providing the Services.
- 13.2 Nothing in these Conditions limits any liability which cannot legally be limited, including but not limited to liability for:
- 13.2.1 death or personal injury caused by negligence;
 - 13.2.2 fraud or fraudulent misrepresentation; and
 - 13.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 13.3 Subject to clause 13.2 (liabilities which cannot legally be limited), the Client's total liability to the Consultant Company shall not exceed the fees payable by the Client under the relevant Purchase Order.
- 13.4 The Consultant Company shall during the term of this Contract maintain the Insurance Policies with a sufficient level of cover as is commensurate to cover its liabilities arising out of or connected with this Contract, such cover to be held with an insurance company of repute. The Consultant Company shall on request supply to the Client copies of such Insurance Policies and satisfactory evidence that the relevant premiums have been paid.
- 13.5 The Consultant Company 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 Consultant Company 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 Consultant Company shall notify the Client without delay.

14. TERMINATION

14.1 Notwithstanding the provisions of clause 3.4, the Client shall be entitled to terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant Company (other than in respect of amounts accrued before the Termination Date) if at any time:

- 14.1.1 the Consultant Company or the Agent commits any gross misconduct affecting the business of the Client or any Affiliate of the Client;
- 14.1.2 the Consultant Company or, where applicable, the Agent commits any serious or repeated breach or non-observance of any of the provisions of this Contract or refuses or neglects to comply with any reasonable and lawful directions of the Client;
- 14.1.3 the Agent is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non- custodial penalty is imposed);
- 14.1.4 the Consultant Company or the Agent is in the reasonable opinion of the Client negligent or incompetent in the performance of the Services;
- 14.1.5 the Agent is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
- 14.1.6 the Agent is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of five days in any 52-week consecutive period;
- 14.1.7 the Consultant Company or the Agent commits any fraud or dishonesty or acts in any manner which in the opinion of the Client brings or is likely to bring the Consultant Company or the Client or any Affiliate of the Client into disrepute or is materially adverse to the interests of the Client or any Affiliate of the Client;
- 14.1.8 the Consultant Company or the Agent commits any breach of the Client's policies and procedures; or
- 14.1.9 the Consultant Company or the Agent commits any offence under the Bribery Act 2010.

14.2 The rights of the Client under clause 14.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this Contract on the part of the Consultant Company as having brought this Contract to an end. Any delay by the Client in exercising its rights to terminate the Engagement shall not constitute a waiver of these rights.

15. UNDERTAKINGS ON TERMINATION

On the Termination Date, the Consultant Company shall, and shall procure that the Agent shall:

- 15.1.1 immediately deliver to the Client all Client Property in its or their possession or under its or their control;
- 15.1.2 irretrievably delete any information relating to the business of the Client or any Affiliate of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or their possession or under its or their control outside the premises of the Client. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information, and as such, must be deleted from personal, social or professional networking accounts; and
- 15.1.3 on request, provide a signed statement that it or they have complied fully with their obligations under this clause 15.

16. **RESTRICTIVE COVENANTS**

- 16.1 In order to protect the legitimate business interests of the Client, the Consultant Company covenants with the Client that it shall not (and shall procure that neither the Agent(s) shall not (except with the prior written consent of the Client):
 - 16.1.1 during the term of this agreement and for a period of 12 months after the Termination Date:
 - 16.1.1.1 solicit or entice away (or attempt to solicit or entice away) from the Client the business or custom of any Restricted Customer;
 - 16.1.1.2 be involved with the provision of services similar to or in competition with the Services to any Restricted Customer.
 - 16.1.2 at any time after termination or expiry of this agreement, represent itself as connected or associated with the Client or use any registered names or trading names or domain names, designs or logos associated with the Client or which, in the reasonable opinion of the Client, are capable of confusion with such names, designs or logos.

17. **RELATIONSHIP**

- 17.1 The relationship of the Consultant Company (and the Agent) to the Client will be that of independent contractor and nothing in the Contract shall render it (nor the Agent) an employee, worker, agent or partner of the Client and the Consultant Company shall not hold himself out as such and shall procure that the Agent shall not hold themselves out as such.
- 17.2 The Contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant Company shall be fully responsible for and shall indemnify the Client or any Affiliate of the Client for and in respect of:
 - 17.2.1 subject to clause 17.3, any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from a determination that the Engagement is Deemed Employment 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 Consultant Company shall further indemnify the Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;

17.2.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant Company against the Client arising out of or in connection with the provision of the Services.

17.3 The indemnity in clause 17.2.1 does not apply to any income tax or National Insurance contributions deducted by the Client if the Engagement is Deemed Employment and the Client makes the deductions from the fees due under clause 7 prior to payment to the Consultant Company.

17.4 The Client may at its option reasonably satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant Company.

18. **ENTIRE AGREEMENT**

18.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

19. **VARIATION**

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised Agents).

20. **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21. **SEVERANCE**

21.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not

affect the validity and enforceability of the rest of the Contract.

- 21.2 If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. **NOTICES**

- 22.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

22.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

22.1.2 if from the Consultant Company, emailed to the email address specified in the relevant Purchase Order; or

22.1.3 if from the Client, emailed to the address specified in the relevant Purchase Order;

- 22.2 Any notice shall be deemed to have been received:

22.2.1 if delivered by hand, on signature of a delivery receipt;

22.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or

22.2.3 if sent by email, at 9.00 am on the next Business Day after transmission.

- 22.3 If deemed receipt under clause 22.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 22.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

- 22.4 This clause does not apply to the service of any proceedings or other documents in any legal action.

23. **THIRD PARTY RIGHTS**

- 23.1 Except as expressly provided in clause 23.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

- 23.2 The Consultant Company's obligations under the Contract (including any representations, warranties and undertakings) are given for the benefit of the Client and all of the Client's Affiliates. It is intended that all of the Client's Affiliates may enforce the benefits conferred on it under the Contract in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999.

23.3 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any other person.

24. **FORCE MAJEURE**

24.1 Neither party will be responsible or considered in breach of the Contract if they cannot perform their obligations because of events outside their reasonable control. This includes things like strikes, government rules, fire, pandemics, floods, disasters, acts of God, civil unrest, or war, as long as the delay or failure was not caused by that party's negligence or deliberate misconduct.

24.2 Either party desiring to rely upon any of the foregoing as an excuse for delay, default or failure in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party.

24.3 Each party shall take all reasonable steps to mitigate the effect of such circumstances.

24.4 If such circumstances continue for a continuous period of more than sixty (60) days, either party may terminate the Engagement by written notice to the other party. The termination hereunder would be effective within ten (10) Business Days of receipt of the notice by the other party.

25. **GOVERNING LAW**

The Contract 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 English law.

26. **JURISDICTION**

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1

Purchase Order

The definitions and rules of interpretation set out in the Terms and Conditions for the Provision of Services dated 16/01/2026 apply to this Purchase Order. The Consultant shall provide the Services to the Client in accordance with the Conditions which apply to this Purchase Order.

Date of Purchase Order	
Parties	I-NET SOFTWARE SOLUTIONS LTD, a company incorporated and registered in England and Wales with company number 05607748, whose registered office is at 42 Viola Avenue, Feltham, TW14 0EW, United Kingdom (Client); and _____, a company registered under the laws of United Kingdom with company registration number _____ and whose registered address is _____ (Consultant Company).
Commencement Date of Services	
Termination Date of Services	
Notice Period	
Agent	
Description of the Services to be performed by the Consultant Company under the Engagement	Client Name: Project name: Role:
Details of any deliverables to be achieved ("Deliverables")	

Timetable for provision of Services including any milestones related to achievement of Deliverables	
Fees	
Any additional terms	
Client Point of Contact and contact details	
Consultant Company and Agent contact details	

Signed: _____

Name: Srinivas Gunda

Position: Director

For and on behalf of the Client

Signed: _____

Name:

Position:

For and on behalf of the Consultant Company

Schedule 2

Privacy Notice

Privacy Notice for Employees, Workers & Contractors.

I-NET SOFTWARE SOLUTIONS LTD (the **Company**) is committed to protecting the privacy and security of your personal information.

This privacy notice describes how we collect and use personal information about you during and after your working relationship with us, in accordance with the General Data Protection Regulation (GDPR).

It applies to all employees, workers and contractors.

The Company is a "data controller". This means that we are responsible for deciding how we hold and use personal information about you. We are required under data protection legislation to notify you of the information contained in this privacy notice.

This notice applies to current and former employees, workers and contractors. This notice does not form part of any contract of employment or other contract to provide services. We may update this notice at any time.

It is important that you read this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information.

Data protection principles

We will comply with data protection law. This says that the personal information we hold about you must be:

1. Used lawfully, fairly and in a transparent way.
2. Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
3. Relevant to the purposes we have told you about and limited only to those purposes.
4. Accurate and kept up to date.
5. Kept only as long as necessary for the purposes we have told you about.
6. Kept securely.

The kind of information we hold about you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

There are "special categories" of more sensitive personal data which require a higher level of protection.

We may collect, store, and use the following categories of personal information about you:

- Personal contact details such as name, title, addresses, telephone numbers, and personal email addresses.
- Date of birth.
- Gender.
- Marital status and dependants.
- Next of kin and emergency contact information.
- National Insurance number.
- Bank account details, payroll records and tax status information.
- Salary, annual leave, pension and benefits information.
- Start date.
- Location of employment or workplace.
- Copy of driving licence.
- Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process).
- Employment records (including job titles, work history, working hours, training records and professional memberships).
- Compensation history.
- Performance information.
- Disciplinary and grievance information.
- Information obtained through electronic means such as swipe-card records.
- Information about your use of our information and communications systems.
- Photographs.

We may also collect, store and use the following "special categories" of more sensitive personal information:

- Information about your race or ethnicity, religious beliefs, sexual orientation and political opinions.
- Trade union membership.
- Information about your health, including any medical condition, health and sickness

records.

- Genetic information and biometric data.
- Information about criminal convictions and offences.

How is your personal information collected?

We typically collect personal information about employees, workers and contactors through the application and recruitment process, either directly from candidates or sometimes from an employment agency or background check provider. We may sometimes collect additional information from third parties including former employers, credit reference agencies or other background check agencies.

We will collect additional personal information in the course of job-related activities throughout the period of you working for us.

How we will use information about you

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

1. Where we need to perform the contract we have entered into with you.
2. Where we need to comply with a legal obligation.
3. Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
4. We may also use your personal information in the following situations, which are likely to be rare:
 - a. Where we need to protect your interests (or someone else's interests).
 - b. Where it is needed in the public interest or for official purposes.

Situations in which we will use your personal information

We need all the categories of information in the list above (see **The kind of information we hold about you**) primarily to allow us to perform our contract with you* and to enable us to comply with legal obligations**. In some cases we may use your personal information to pursue legitimate interests of our own or those of third parties***, provided your interests and fundamental rights do not override those interests. The situations in which we will process your personal information are listed below. We have indicated by asterisks * the purpose or purposes for which we are processing or will process your personal information, as well as indicating which categories of data are involved.

- Making a decision about your recruitment or appointment *
- Determining the terms on which you work for us *
- Checking you are legally entitled to work in the UK **
- Paying you and, if you are an employee, deducting tax and National Insurance contributions **

- Providing the following benefits to you: Pension, Annual Leave **
- Liaising with your pension provider **
- Administering the contract we have entered into with you *
- Business management and planning, including accounting and auditing **
- Conducting performance reviews, managing performance and determining performance requirements *
- Making decisions about salary reviews and compensation *
- Assessing qualifications for a particular job or task, including decisions about promotions *
- Gathering evidence for possible grievance or disciplinary hearings **
- Making decisions about your continued employment or engagement *
- Making arrangements for the termination of our working relationship **
- Education, training and development requirements *
- Dealing with legal disputes involving you, or other employees, workers and contractors, including accidents at work**
- Ascertaining your fitness to work *
- Managing sickness absence *
- Complying with health and safety obligations **
- To prevent fraud **
- To monitor your use of our information and communication systems to ensure compliance with our IT policies **
- To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution **
- To conduct data analytics studies to review and better understand employee retention and attrition rates *
- Equal opportunities monitoring **

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal information.

If you fail to provide personal information

If you fail to provide certain information when requested, we may not be able to perform the contract we have entered into with you (such as paying you or providing a benefit), or we may be prevented from

complying with our legal obligations (such as to ensure the health and safety of our workers).

Change of purpose

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

How we use particularly sensitive personal information

"Special categories" of particularly sensitive personal information require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal information. We may process special categories of personal information in the following circumstances:

1. In limited circumstances, with your explicit written consent.
2. Where we need to carry out our legal obligations and in line with our Data Protection Policy.
3. Where it is needed in the public interest, such as for equal opportunities monitoring or in relation to our occupational pension scheme and in line with our Data Protection Policy.
4. Where it is needed to assess your working capacity on health grounds, subject to appropriate confidentiality safeguards.

Less commonly, we may process this type of information where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public. We may also process such information about members or former members in the course of legitimate business activities with the appropriate safeguards.

Our obligations as an employer

We will use your particularly sensitive personal information in the following ways:

- We will use information relating to leaves of absence, which may include sickness absence or family related leaves, to comply with employment and other laws.
- We will use information about your physical or mental health, or disability status, to ensure your health and safety in the workplace and to assess your fitness to work, to provide appropriate workplace adjustments, to monitor and manage sickness absence and to administer benefits.
- We will use information about your race or national or ethnic origin, religious, philosophical or moral beliefs, or your sexual life or sexual orientation, to ensure meaningful equal opportunity monitoring and reporting.
- We will use trade union membership information to pay trade union premiums, register the status of a protected employee and to comply with employment law

obligations.

Do we need your consent?

We do not need your consent if we use special categories of your personal information in accordance with our written policy to carry out our legal obligations or exercise specific rights in the field of employment law. In limited circumstances, we may approach you for your written consent to allow us to process certain particularly sensitive data. If we do so, we will provide you with full details of the information that we would like and the reason we need it, so that you can carefully consider whether you wish to consent. You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

Information about criminal convictions

We may only use information relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations and provided we do so in line with our Data Protection Policy.

Less commonly, we may use information relating to criminal convictions where it is necessary in relation to legal claims, where it is necessary to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

We do not envisage that we will hold information about criminal convictions.

Automated decision-making

Automated decision-making takes place when an electronic system uses personal information to make a decision without human intervention. We are allowed to use automated decision-making in the following circumstances:

1. Where we have notified you of the decision and given you 21 days to request a reconsideration.
2. Where it is necessary to perform the contract with you and appropriate measures are in place to safeguard your rights.
3. In limited circumstances, with your explicit written consent and where appropriate measures are in place to safeguard your rights.
4. If we make an automated decision on the basis of any particularly sensitive personal information, we must have either your explicit written consent or it must be justified in the public interest, and we must also put in place appropriate measures to safeguard your rights.

You will not be subject to decisions that will have a significant impact on you based solely on automated decision-making, unless we have a lawful basis for doing so and we have notified you.

We do not envisage that any decisions will be taken about you using automated means, however we will notify you in writing if this position changes.

DATA SHARING

We may have to share your data with third parties, including third-party service providers and other

entities in the group.

We require third parties to respect the security of your data and to treat it in accordance with the law.

We may transfer your personal information outside the EU.

If we do, you can expect a similar degree of protection in respect of your personal information.

Why might you share my personal information with third parties?

We may share your personal information with third parties where required by law, where it is necessary to administer the working relationship with you or where we have another legitimate interest in doing so.

Which third-party service providers process my personal information?

"Third parties" includes third-party service providers (including contractors and designated agents) and other entities within our group. The following activities are carried out by third-party service providers: Payroll, Pension Administration, Benefits provision and administration, IT services.

How secure is my information with third-party service providers and other entities in our group?

All our third-party service providers and other entities in the group are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

When might you share my personal information with other entities in the group?

The Company will share your personal information with other entities in our group as part of our regular reporting activities on company performance, in the context of a business reorganisation or group restructuring exercise, for system maintenance support and hosting of data.

What about other third parties?

The Company may share your personal information with other third parties, for example in the context of the possible sale or restructuring of the business. We may also need to share your personal information with a regulator or to otherwise comply with the law.

Transferring information outside the EU

We may transfer the personal information we collect about you to the United States of America in order to perform our contract with you. There is an adequacy decision by the European Commission in respect of the US. The Company uphold the Privacy Shield Regulations in regard to the transference and protection of your personal information.

DATA SECURITY

We have put in place measures to protect the security of your information.

Third parties will only process your personal information on our instructions and where they have agreed to treat the information confidentially and to keep it secure in line with EU and UK laws on data protection.

We have put in place appropriate security measures to prevent your personal information from being

accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality. Details of these measures may be obtained from Srinivas Gunda, gundasr@inetsoftwaresolutions.co.uk.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

DATA RETENTION

How long will you use my information for?

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. Details of retention periods for different aspects of your personal information are available from Srinivas Gunda, gundasr@inetsoftwaresolutions.co.uk. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you. Once you are no longer an employee, worker or contractor of the company we will retain and securely destroy your personal information in accordance with applicable laws and regulations.

RIGHTS OF ACCESS, CORRECTION, ERASURE, AND RESTRICTION

Your duty to inform us of changes

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your working relationship with us.

Your rights in connection with personal information

Under certain circumstances, by law you have the right to:

- Request access to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- Request erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
- Object to processing of your personal information where we are relying on a

legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.

- Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- Request the transfer of your personal information to another party.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact in writing.

No fee usually required

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

Right to withdraw consent

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact Srinivas Gunda, gundasr@inetsoftwaresolutions.co.uk. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

QUESTIONS ABOUT YOUR PERSONAL DATA

If you have any questions about this privacy notice or how we handle your personal information, please contact Srinivas Gunda, gundasr@inetsoftwaresolutions.co.uk. Your question will be sent to a shared inbox among The Company staff members charged with handling privacy inquiries.

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues.

CHANGES TO THIS NOTICE

We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time



about the processing of your personal information.

If you have any questions about this privacy notice, please contact Srinivas Gunda,
gundasr@inetsoftware.co.uk.

Signed: _____

Signed: _____

Name: Srinivas Gunda

Name:

Position:

Position:

For and on behalf of the Client

For and on behalf of the Consultant Company