AGREEMENT FOR THE PROVISION OF CONTRACTOR SERVICES

This Agreement is made on [insert date] ("**Effective Date**")

BETWEEN

(1) Hirobe Limited, a company incorporated in England and Wales under company number 11524239 and whose registered office is at Trent House, 234 Victoria Road, Stoke on Trent, Staffordshire, ST42LW, United Kingdom (**"Agency"**); and

(2) [insert name of Contractor], a company incorporated in England and Wales under company number [insert company registration number] and whose registered office is at [insert registered office address] (**"Contractor"**);

each a party and together the parties.

BACKGROUND

(A) **WHEREAS** The Contractor carries on the business of the provision of [insert short description of the services].

(B) **WHEREAS** The Agency wishes to obtain and the Contractor agrees to provide the Services on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration given, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following definitions apply:

"Affiliate"	means in relation to a party, any entity which, directly or indirectly, Controls or Owns, is Controlled or Owned by or is under the common Control or Ownership of such party from time to time;
"Agreement"	means the terms and conditions set out herein ("**Terms**") together with the Assignment Schedule or appendices attached hereto;
"Applicable Law"	means: (a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of; (b) the common law and laws of equity as applicable to the parties from time to time; (c) any binding court order, judgment or decree; (d) any applicable industry code, policy or standard (in each case whether or not legally binding); and (e) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;
"Assignment"	means the period during which the Contractor is engaged by the Agency to render the Services to the Client;
"Assignment Schedule"	means the document in the format attached as Appendix 1, describing the Services, Fee, and other details relating to the Assignment;
"Business Day"	means a day other than a Saturday, Sunday or public holiday in England and Wales;
"Client"	means the person, firm or corporate body together with any Affiliate requiring Services, and includes any third party, end user, hirer or customer of the Client to whom Representative provides Services pursuant to this Agreement;
"Control and Controlled"	means the power to direct the management or affairs of an entity;
"Conduct Regulations"	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);
"Confidential Information"	means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Agreement. It does not include information which is already known to a party prior to receiving

DRAFT

© WTT Legal Limited. All Rights Reserved.
Version: 5.0 - 062026

Private and Confidential

	it, is or becomes publicly known through no wrongful act of the receiving party or is independently developed by the receiving party or is received by the receiving party from a third party without restriction and without a breach of an obligation of confidentiality;
"Data Protection Legislation"	means all Applicable Laws relating to the processing, privacy, and/or use of Personal Data, as applicable to either party, including but not limited to: (a) the Data Protection Act 2018 (and regulations made thereunder); (b) UK GDPR as defined by section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; (c) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
"Data Subject"	means as set out in, and will be interpreted in accordance with Data Protection Legislation;
"Effective Date"	means the date as specified at the beginning of this Agreement;
"Fees"	means the fees payable by the Agency for the Services performed by the Contractor under this Agreement as set out in the Assignment Schedule;
"Force Majeure"	means an event beyond the reasonable control of a party including any labour dispute, epidemic, earthquake, strike, act of God, malicious damage, terrorist action, accident, breakdown of machinery or plant, fire, flood or storm;
"HMRC"	means His Majesty's Revenue and Customs;
"Inside IR35"	means the employment status of the Representative is that of employed for income tax and NICs purposes;
"Intellectual Property" and **"Intellectual Property Rights"**	means all intellectual property and its rights, including patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"ITEPA"	means the Income Tax (Earnings and Pensions Act) 2003 (as amended);
"Losses"	means all losses, damages, liabilities, costs, expenses, judgements, settlements, fines, interest or penalties, whether direct or indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including items arising out of or resulting from actions, proceedings, claims and demands; and "**Loss**" shall be construed accordingly;
"Off-Payroll"	means the amendments to Chapter 8 and Chapter 10 contained within Part 2 of ITEPA;
"Opted-Out"	means opted-out of the Conduct Regulations in accordance with Regulation 32(9);
"Outside IR35"	means the employment status of the Representative is that of self-employed for income tax and NICs purposes;
"Own", "Owned" and "Ownership"	means the beneficial ownership of fifty percent (50%) (or, if the applicable jurisdiction does not allow majority ownership, the maximum amount permitted under such law) or more of the voting equity securities or other equivalent voting interests of the entity;
"Personal Data"	means as set out in, and will be interpreted in accordance with Data Protection Legislation;
"Personal Data Breach"	means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with this Agreement;

DRAFT

© WTT Legal Limited. All Rights Reserved.

"Process"	means as set out in, and will be interpreted in accordance with Data Protection Legislation and **"Processed"** and **"Processing"** will be construed accordingly;
"Representative"	means the employees, officers or representatives of Contractor, (including any sub-contractor or substitute made in accordance with the Services);
"Restricted Period"	means the six (6) months following the end (howsoever arising) of the Assignment;
"Services"	means the services performed by the Representative on behalf of the Contractor pursuant to the Assignment; and
"Status Determination Statement"	means a written statement which meets the requirements of section 61NA of the ITEPA and in which the client for Off-Payroll purposes confirms its decision and the reasons for its decision, on the application of the Off-Payroll rules applicable to the Assignment.

1.2 Any reference to this Agreement or to any other document includes any permitted variation or amendment to this Agreement or such other document.

1.3 The use of the singular includes the plural and vice versa and words denoting any gender will include a reference to each other gender.

1.4 Clause and schedule headings and the use of bold type are included for ease of reference only and will not affect the construction or interpretation of any provision of this Agreement.

1.5 Any reference to any statute, statutory instrument, order, regulation or other similar instrument (including any EU order, regulation or instrument) will be construed as including references to any statutory modification, consideration or re-enactment of that provision (whether before or after the date of this Agreement) for the time being in force including all instruments, orders or regulations then in force and made under or deriving validity from it.

1.6 Any phrase introduced by the terms 'include', 'including', 'in particular' or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms.

2. THE AGREEMENT

2.1 This Agreement constitutes the entire agreement between the Agency and Contractor, and it supersedes all previous agreements between the parties in relation to the subject matter hereof and governs all Assignments undertaken by Contractor. Contractor warrants that, in agreeing to enter into this Agreement, it has not relied on any statement or representations made by the Agency.

2.2 No variation or alteration to this Agreement shall be valid unless approved by a director of the Agency in writing and agreed with the Contractor and a copy of the varied terms is given to the Contractor stating the date on or after which such varied terms shall apply.

2.3 The Contractor is deemed to have accepted the terms of the Agreement by commencing work under the Agreement or upon receiving its first payment in accordance with the terms of the Agreement, regardless of whether or not this Agreement has been signed.

2.4 A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement (save that any Agency Affiliate and/or Client and their Affiliate may enforce any provision that applies to the Agency) but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

2.5 Any failure by Agency to enforce at any particular time any one or more of its rights under this Agreement shall not be deemed a waiver of such rights or of the right to enforce this Agreement subsequently.

2.6 If there is a conflict between these Terms and the Assignment Schedule, these Terms will take precedence save where expressly provided for within these Terms or where additional terms/conditions or variations are expressly stated within the Assignment Schedule.

DRAFT

© WTT Legal Limited. All Rights Reserved.

2.7 Both parties agree and intend that this is a contract for the provision of services between independent parties and the Contractor is engaged under a contract for the provision of services and not a contract for the supply of individuals or any other kind. The Contractor's method of work shall be its own and the Contractor will not be subject to supervision, direction or control as to the manner in which it provides the Services to the Client. Nonetheless, the Contractor agrees it will provide Services within an overall agreed deadline and follow any applicable rules and legislation while providing Services at the Client's premises or at any other location where the Services are required to be provided.

2.8 For the purposes of this Agreement, Agency is acting as an employment business as defined within the Conduct Regulations. If the engagement leads to a permanent placement, the Agency will instead act as an employment agency within the meaning of the Conduct Regulations.

3. THE SERVICES

3.1 Agency has requested Contractor and Representative has agreed with Agency to provide Services to the Client as detailed within an Assignment Schedule, on the terms and conditions of this Agreement.

3.2 The Contractor's obligation to provide the Services shall be performed by the Representative named in the Assignment Schedule. The Contractor shall ensure that the Representative supplied to perform the Services shall have the required skills, qualifications and resources to provide the Services to the required standard.

3.3 The Contractor shall be entitled to provide a substitute Representative or sub-contract the performance of the Services provided that the substitute Representative, or sub-contractor, has the required skills, qualifications, resources and personnel to provide the Services to the required standard, passes all relevant security checks and that no delay or reduction in quality shall occur due to the lack of technical or Client specific knowledge held by the substitute or sub-contractor.

3.4 Where the Contractor provides a substitute or sub-contracts all or part of the Services pursuant to Clause 3.3 above, the Contractor shall ensure that any agreement between the Contractor and any such substitute or sub-contractor shall contain obligations which correspond to the obligations of the Contractor under the terms of this Agreement and the Contractor shall remain responsible for the negligence, acts or omissions of any such substitute or sub-contractor.

3.5 If the Contractor is unable for any reason to perform the Services, the Contractor shall inform the Agency as soon as reasonably practicable on the first day of unavailability and in such case shall provide a substitute subject to the provisions of Clause 3.3.

3.6 The details set out in the Assignment Schedule shall specify the location where the Services shall be performed, the Fees payable by the Agency and such disbursements as may be agreed and any other relevant information.

3.7 During the Assignment and the Restricted Period the Contractor shall not (and shall procure that the Representative shall not), whether directly or through any company, partnership or person, approach or contract with the Client, or with any third party introduced to the Contractor or Representative by the Agency and/or Client and with whom the Representative had material contact during the Assignment, to supply services the same as or similar to the Services, except with the Agency's prior written consent, which the Agency may reasonably withhold or make conditional (including any conditions the Agency and/or Client require). For the avoidance of doubt, the provisions of this Clause 3.7 shall only apply if the Contractor and Representative have Opted-Out and the Conduct Regulations do not apply to the Assignment.

3.8 The Contractor is free to provide its services to any third parties at any such time providing such provision of services do not adversely affect the provision of Services to the Agency and/or Client.

3.9 Contractor shall have autonomy in relation to determining the method of performance of the Services and shall accept responsibility for the proper performance of the Services without requiring supervision or control by the Agency and/or Client. The Agency and/or the Client shall not supervise, direct or control, nor have any right of supervision, direction or control as to the manner in which the Contractor performs the Services.

DRAFT

© WTT Legal Limited. All Rights Reserved.
Version: 5.0 - 062026

Private and Confidential

3.10 Subject to Clause 4.1.4, the Contractor may provide the Services at such times and on such days as the Contractor shall decide but shall ensure that the Contractor provides the Services on such days and at such times as are necessary for the proper performance of the Services. Further the Contractor shall ensure that it complies with its obligations under the Working Time Regulations 1998 as regards maximum weekly hours of the Representative and/or substitute or sub-contractor.

3.11 The Contractor will, and will procure that the Representative will, promptly give to the Agency all information, documentation and materials as it may reasonably require from time to time in order for the Agency, or Client as the case may be, to determine from time to time whether Off-Payroll applies to the Assignment and, if the Agency, or Client does so determine the Assignment is Inside IR35, such information and documentation to enable the Agency to comply with any obligation to deduct income tax and National Insurance contributions ("**NIC**") from the Fees. The Contractor will also, and will procure that the Representative will also, promptly advise the Agency of any material change to any information, documentation or materials previously provided under this Clause 3.11, and will also promptly give to the Agency any other information, documentation and/or materials which the Contractor or the Representative considers (or ought reasonably to consider) relevant to determining whether Off-Payroll applies to the Assignment.

3.12 Where Off-Payroll applies to an Assignment, the Agency shall provide the Contractor with a Status Determination Statement as required.

3.13 Time is of the essence in relation to the Services. If the Contractor fails to provide the Services in accordance with this Agreement, the Agency may (without prejudice to its other rights and remedies) deduct from any amounts payable to the Contractor any Losses it has incurred as a reasonably foreseeable consequence of the Contractor's failure to meet such timeframes.

3.14 The Agency and/or Client shall have no legal, contractual or financial obligation with any individual Representative utilised by the Contractor to provide the Services as described herein.

4. WARRANTIES

4.1 Contractor warrants as follows:

4.1.1 that the Representative or any substitute (if applicable) is suitably qualified, trained, skilled, able, experienced and authorised to perform the Services and that it shall provide such evidence of such qualifications, training, skills, experience or authorisations as the Agency and/or the Client may require;

4.1.2 that by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation that it owes to any third party. Contractor further warrants to Agency that Representative, by performing Services on behalf of Contractor, will not thereby be in breach of any obligation that it owes to any third party;

4.1.3 that the Representative will carry out the Services with all due skill and care using best industry practice in accordance with the terms of this Agreement and any timetables or other targets agreed;

4.1.4 that Representative is available to perform Services and that Representative shall not unreasonably fail to provide Services during hours required by Client for the convenience of the proper performance of Services. Where minimum hours are specified in the Assignment Schedule, Contractor warrants that it shall ensure that Representative shall work for such minimum hours, subject always to the provisions of Clause 3.10;

4.1.5 that Representative shall follow all applicable rules and procedures of Agency and/or Client relevant to an independent contractor including for the avoidance of doubt, the Client's health and safety, anti-bullying and anti-harassment policies, in the delivery of Services and shall act in a professional manner at all times when at the premises at which Services are to be performed;

4.1.6 that it and Representative shall, in relation to Services, adhere to all Applicable Laws, statutes and regulations as enacted from time to time;

4.1.7 that it has obtained the consent of the Representative (and any substitute or sub-contractor) to the Agency and/or Client holding, Processing and disclosing Personal Data, including obtaining explicit consent from Representative to hold sensitive personal data, relating to the Contractor and its staff within and outside of the United Kingdom, to persons and organisations including, but not limited to, personnel engaged by the Agency, any Affiliate of the Agency, Client or to any other agency to which this Agreement is assigned or novated or to each of their professional

DRAFT

© WTT Legal Limited. All Rights Reserved.
Version: 5.0 - 062026

Private and Confidential

advisors for the purposes of selecting and assigning the Contractor and its staff and for the proper performance of the Services;

4.1.8 that it shall notify Agency of any current unspent convictions as determined under the Rehabilitation of Offenders Act 1974 that any Representative who is to perform the Assignment may have and shall disclose any conviction that may be incurred by any Representative whilst performing the Assignment;

4.1.9 that it is aware of all or any legal and/or professional requirements that must be satisfied in performing the Services and that it has obtained all necessary licenses and consents to enable it to perform the Services;

4.1.10 that it knows of no reason why it would be detrimental to the interests of the Agency and/or Client for the Contractor or Representative to perform the Services;

4.1.11 that it will not do or omit to do anything which could constitute an offence under the Computer Misuse Act 1990;

4.1.12 that in performance of the Services, it will not transfer any information or data outside the United Kingdom, without the prior written consent of the Agency and/or Client;

4.1.13 that it will notify the Representative that the Agency and/or Client may use surveillance equipment at its premises for security reasons;

4.1.14 that it will comply with the provisions of the Immigration, Asylum and Nationality Act 2006 in all relevant respects and the Contractor warrants that the relevant Representative: (a) has valid and appropriate authorisation to enter, remain and work in the United Kingdom for the duration of the Services; (b) is not subject to any conditions relating to such authorisation which may preclude or have an adverse effect on the provision of the Services; (c) shall following a request by the Agency and/or Client to promptly provide the Agency with such documentation as the Agency and/or Client may require in order to establish the right of such Representative to enter, remain and work in the United Kingdom (or other relevant country) for the duration of the Services and that the Contractor will indemnify and hold harmless the Agency against all Losses incurred by the Agency from a breach of this Clause 4.1.14;

4.1.15 that it is a personal service company (and not a "managed services company" within section 61B of ITEPA) that complies in all respects with the relevant legislation, including the IR35 rules; and that neither it, the Representative, nor anyone acting for them will, by act or omission, (a) commit or facilitate, or help any person commit, an offence under the Criminal Finances Act 2017, or (b) take part in or facilitate any arrangement designed to sidestep the Off-Payroll conditions and so engage the Targeted Anti-Avoidance Rule ("**TAAR**") in the Off-Payroll rules or its NIC equivalent;

4.1.16 that it is a company incorporated in the United Kingdom;

4.1.17 that, subject to Clause 6.6, the Contractor shall be responsible for any PAYE, income tax, NICs, pension contributions, apprenticeship levy and any other liability, deduction, contribution, assessment or claim payable in respect of its Representative and the Services and provide documentary proof or compliance to the Agency from time to time; and that the Contractor shall notify the Agency immediately if it becomes subject to an investigation by HMRC in respect of its own and/or the Representative's tax affairs which relate to this Agreement. Both parties agree to provide reasonable assistance to the other party in the event of such investigation; and

4.1.18 that it shall maintain in force during this Agreement sufficient levels of fully paid-up insurance certificates in accordance with Clause 13.4 below.

5. OBLIGATIONS OF CONTRACTOR

5.1 Contractor will, and procures Representative will:

5.1.1 avoid any conduct that harms the interests of the Agency and/or the Client, including anything that could damage their reputation or cause them to lose business or custom;

5.1.2 observe all statutory and other reasonable rules and obligations applicable while the Services are performed (including those on health and safety, site security and IT use and security), and take all reasonable steps to protect the safety of itself, the Representative and anyone else who might be affected by its actions during the Assignment;

5.1.3 furnish Client with any progress reports relevant to the Services if specified as a requirement in any Assignment Schedule;

5.1.4 notify Agency forthwith in writing if Contractor should become insolvent, dissolved or subject to a winding up petition;

DRAFT

© WTT Legal Limited. All Rights Reserved.
Version: 5.0 - 062026

Private and Confidential

5.1.5 where needed, supply and insure, at its own expense, the equipment reasonably required to perform the Services, and maintain current anti-virus protection on any computer hardware and software it uses to provide them;

5.1.6 not copy, abstract, summarise or précis all or part of any Client document or material, except as needed to perform the Services, in each case the resulting item shall belong to the Agency and/or the Client as appropriate;

5.1.7 obtain the signature/electronic approval of an authorised representative of the Client, on either a timesheet or another form of verification to support the Services and submit the same to Agency, in accordance with Agency's and/or Client's procedure, and no later than within one (1) month of the period to which they relate or as otherwise directed in writing by Agency;

5.1.8 warrant and represent that the hours recorded or evidenced in Services are true and accurate;

5.1.9 ensure that, should the Contractor or Representative for any reason be unable or unwilling to carry out the Services during an Assignment, the Agency is told as soon as practicable;

5.1.10 acknowledge that the payment of Fees may be delayed if signed or electronically approved timesheets are not obtained from the Agency and/or Client, or if the Agency's or Client's procedures for them are not followed;

5.1.11 at the end of the Assignment or on demand, at its own expense, return to Agency and/or Client (as directed) all property of Client including, but not limited to, all equipment, documents (including copies) and other such materials, security passes, electronic storage devices and keys;

5.1.12 assume the cost of any training that Representative may require in order to perform Services unless agreed otherwise as specified in the Assignment Schedule;

5.1.13 agree to promptly, upon request, provide evidence relating to the construction and operation of details of Representative's status/engagement in order to assist Agency and/or Client to comply with its contractual and legal obligations;

5.1.14 promptly provide to Agency any information requested by Agency and/or Client that may be required to satisfy statutory legislation and reporting requirements relating thereto;

5.1.15 remedy, without charge and with the minimum disruption to the Client, either any work which the Agency and/or Client notifies the Contractor of its dissatisfaction with or any defects in the Services provided to the Client arising from the Contractor's acts, neglect or omissions;

5.1.16 take all reasonable precautions including (without limitation) using latest commercially available detection software to avoid introducing any viruses into the Client's systems or otherwise corrupting the Agency's and/or Client's data and indemnify the Agency against all Losses incurred by the Agency and/or Client either from a breach of this Clause 5.1.16 or any deliberate or negligent act or omission of the Contractor or its Representative which either introduces a virus into the Client's system or corrupts the Client's data;

5.1.17 not to copy any computer software licenses from the Client for business or personal use;

5.1.18 use only those passwords and access only those parts of the Client's system which the Client has authorised the Contractor to use and/or access;

5.1.19 do nothing which could lead to anyone to bring a claim against the Agency, Client or its staff, or any other Contractor during the Assignment including but not limited to any claim related to bullying, harassment or discrimination;

5.1.20 inform the Agency in writing of any mistakes in information supplied by the Agency and/or Client concerning the purpose, design or conduct of the services to be performed pursuant to the Services;

5.1.21 provide reasonable assistance to Agency and/or Client following termination of this Agreement and/or any Assignment, subject to reimbursement of reasonable expenses that have been agreed in writing in advance; and

5.1.22 not knowingly act at any time during the term of this Agreement in any capacity for any person, firm or company in circumstances where a conflict of interest between such person, firm or company arises or exists as a result of the Services.

6. INVOICING AND FEES

6.1 The Contractor shall submit invoices to the Agency for the Fees payable for the Services, as specified in the Assignment Schedule. Invoices must be received by Agency no later than three (3) months following the period to which it relates (or as otherwise directed by Agency). The Contractor's invoice must display Contractor's name, name of Representative, and where applicable, the VAT number and any VAT due on the invoice or in a format as otherwise stated by Agency.

DRAFT

© WTT Legal Limited. All Rights Reserved.
Version: 5.0 - 062026

Private and Confidential

6.2 Unless otherwise stated in the Assignment Schedule, Contractor will not be entitled to claim any expenses from Agency. Any business expenses the Agency has approved in writing may be invoiced to the Agency by the Contractor. The Contractor shall supply receipts for invoiced expenses if asked, and the Agency may decline to pay an expense until the relevant receipt is provided.

6.3 For the avoidance of doubt, Agency shall not pay any Fees to Contractor unless (a) an invoice has been properly submitted by Contractor in accordance with Clause 6.1 above; (b) Client or Agency (as applicable) has authorised or signed the relevant verification process; and (c) the hours claimed/evidence of the Services are true and accurate. For the avoidance of doubt, the provisions of Clause 6.3(b) shall only apply if the Contractor and Representative have Opted-Out and the Conduct Regulations do not apply to the Assignment.

6.4 No Fees are payable by the Agency to the Contractor for any period of the Assignment in which the Services are not provided, regardless of the reason for the Contractor's or Representative's inability or unwillingness to provide them or whether due to holiday, sickness, or any other cause.

6.5 Subject to the provisions of Clauses 6.1 and 6.3, the Agency shall pay the Contractor the Fees set out in the Assignment Schedule for the Services, together with any VAT as applicable within thirty (30) days of receipt or as otherwise specified in an Assignment Schedule.

6.6 Where Off-Payroll applies and the Assignment is determined to be Inside IR35, the Contractor agrees that, before settling the Contractor's invoice, the Agency shall deduct PAYE income tax and NICs as required under Off-Payroll. Agency shall remit such sums deducted along with any other amounts payable by the deemed employer to HMRC to comply with its statutory duty. Agency will provide a statement to Contractor setting out such deductions.

6.7 The Agency reserves the right at their own discretion to offset any Losses incurred as a result of defects or sub-standard work provided by the Contractor in the provision of Services to Client against any Fees owed to the Contractor.

6.8 Whenever a sum of money is recoverable from or payable by Contractor in relation to an overpayment, for any sum that Contractor is liable to pay to Agency in respect of any breach of this Agreement, or from an indemnity given in this Agreement, Agency may deduct that sum from any sum then due or which at any later time becomes due to Contractor under this Agreement.

7. INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS

7.1 The Contractor will, as far as is required by law, be responsible for and will account to the appropriate authorities for all income tax liabilities and NICs or similar contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with Fees paid and/or benefits provided as a result of the performance of the Services and/or any payment or benefit received by the Representative and/or any substitute in respect of the Services.

7.2 Where the Assignment is deemed to be Inside IR35, the Agency will be permitted to make any such deductions for tax or NICs from the Fees as required by law in accordance with the determination made by the Agency, as set out in Clause 6.6.

7.3 If any claim, assessment or demand is made against the Agency and/or Client and their Affiliates for payment of any income tax or NICs or other similar contributions arising from or due in connection with either the performance of the Services or any payment or benefit received by the Contractor and/or the Representative in respect of the Services, the Contractor will, where such recovery is not prohibited by law, indemnify the Agency and/or Client and their Affiliates against any liability, claim, assessment or demand. The Contractor will further indemnify and hold harmless the Agency and/or Client and their Affiliates against all costs and expenses and any penalty, fine or interest incurred or payable or paid by the Agency and/or Client and their Affiliates in connection with or in consequence of any such liability, assessment or claim other than where such costs, expenses or any penalty, fine or interest arise out of the Agency's negligence or wilful default.

DRAFT

© WTT Legal Limited. All Rights Reserved.
Version: 5.0 - 062026

Private and Confidential

7.4 The indemnity in Clause 7.3 does not apply to any income tax or NICs deducted by the Agency if the Assignment is deemed to be Inside IR35 and the Agency makes the deductions from the Fees prior to payment to the Contractor.

7.5 The Agency may, at their sole discretion, satisfy the indemnity in Clause 7.3 (in whole or in part) by way of deduction from any payments to be made by the Agency to the Contractor.

8. TERM AND TERMINATION

8.1 This Agreement will commence on the Assignment start date as set out in the Assignment Schedule or the Effective Date (whichever date is earliest) and will terminate on the earlier of: the completion of the Services to the satisfaction of the Agency and/or Client; the Assignment end date as described in the Assignment Schedule; or the date terminated in accordance with the provisions of this Clause 8. Any extension of the term will be subject to mutual written agreement between the parties.

8.2 Subject to Clauses 8.3 and 8.4, either party may terminate this Agreement without cause and by giving in writing the notice period stated within the Assignment Schedule. If the Assignment Schedule gives the Contractor no right to end the Assignment early on notice, the Contractor may ask the Agency to do so; the Agency may then, at its sole discretion, use reasonable endeavours to agree early termination with the Client. Notwithstanding the foregoing, and unless the Assignment Schedule specifies otherwise, Contractor has no right to terminate for convenience and is expected to commit to performing the Services for the agreed duration of the Assignment.

8.3 Notwithstanding Clause 8.1 above, Agency may without liability and with immediate effect terminate this Agreement and/or any Assignment and instruct Contractor to procure that Representative ceases work on the Assignment immediately if:

8.3.1 Contractor goes into administration, becomes insolvent, is dissolved or is subject to a winding up petition;

8.3.2 Contractor is suffering severe financial distress in the reasonable opinion of Agency;

8.3.3 the Representative's incapacity prevents the Services being performed during the Assignment and the Contractor cannot supply a substitute under Clause 3.3 for the period of that incapacity;

8.3.4 Agency and/or Client believes Contractor and/or Representative is incompetent or has been negligent in the performance of Services;

8.3.5 any member of Contractor's staff or any Representative is guilty of any fraud, dishonesty or serious misconduct;

8.3.6 Contractor and/or Representative has committed any serious or persistent breach of any of its obligations or undertakings under this Agreement;

8.3.7 Agency and/or Client reasonably believes that Contractor and/or Representative has breached any obligation of confidentiality applicable to Contractor and/or to Representative from time to time;

8.3.8 Contractor and/or Representative is considered unsatisfactory by Agency and/or Client for any reason;

8.3.9 Agency and/or Client receives any information regarding the unsuitability of Contractor or Representative to provide Services in the course of the Assignment;

8.3.10 Representative informs Agency that they no longer wish to be supplied by Contractor;

8.3.11 Agency reasonably believes that Contractor and/or Representative has damaged or is damaging the reputation of the Agency and/or Client; or

8.3.12 whereupon an event of Force Majeure or any other incapacity of Contractor/Representative affects the delivery of Services.

8.4 The parties acknowledge that termination under Clause 8.3 shall prevail over any termination rights under Clause 8.2 and any notice period stated in the relevant Assignment Schedule. The provisions of Clause 8.3 shall apply equally to the Representative and any party performing the Contractor's obligations as described in Clause 3.3.

8.5 The Contractor accepts that the Agency and/or the Client may give the Contractor or Representative oral notice ending an Assignment or this Agreement where, acting reasonably, they consider the circumstances justify it, including where immediate termination is justified.

DRAFT

© WTT Legal Limited. All Rights Reserved.
Version: 5.0 - 062026

Private and Confidential

9. INTELLECTUAL PROPERTY

9.1 The Contractor acknowledges that all Intellectual Property deriving from the Services shall belong to the Client (or its nominee) as applicable, including any documents or other works prepared by the Contractor, its Representative or any third party to whom the Services are subcontracted ("**Client IPR**"). Accordingly, the Contractor shall (and shall procure that any Representative and any substitute or sub-Contractor shall);

9.1.1 disclose and deliver to the Client any Client IPR promptly upon making, devising, or discovering it, and provide the Client with such information, explanations and instructions as may be necessary for the Client to utilise, develop or complete such Client IPR or for the Client to apply for and obtain protection for such Client IPR in any and all countries and to vest title over such Client IPR in the Client absolutely;

9.1.2 during and at all times after termination or expiry of the Services not do anything (whether by act or omission) to affect or imperil the validity of such protection in the Client IPR;

9.1.3 render all reasonable assistance to obtain and maintain such protection or application or any extension of it as the Agency may reasonably require (including without limitation to the foregoing, enter into any and all reasonable assignments of Client IPR as Client may from time to time require);

9.1.4 assign to the Client all present and future rights in or relating to the Client IPR (including without limitation the right to sue for past infringements and when such Client IPR comes into existence); and

9.1.5 waive in favour of Client all moral rights in relation to Client IPR to the extent permitted by law.

9.2 The Contractor shall execute all such documents and do all such acts at its own cost as the Client shall from time to time require in order to give effect to their rights pursuant to this Clause 9 and shall procure that the Representative shall comply with the obligations herein.

9.3 The Contractor warrants, represents and undertakes to the Agency that it has all licences and consents necessary to provide the Services and that the supply of such Services shall not infringe the Intellectual Property rights of any other person. The Contractor warrants that should it obtain a licence from any third party to use IPR owned by such third party ("**Third Party IPR**"), such licence shall include the right for Contractor to sub-license such Third Party IPR to Client. The Contractor shall indemnify and hold harmless the Agency against all Losses incurred by the Agency arising from a breach of this warranty.

9.4 The parties agree that any Intellectual Property rights belonging to a party prior to entering into this Agreement or any Assignment ("**Pre-Existing IPR**") remains vested in the party who owns it. The parties hereby grant a license to the other party to use the Pre-Existing IPR free of charge to the extent reasonably required for the purpose of this Agreement and the provision of the Services.

10. CONFIDENTIALITY

10.1 In order to protect the confidentiality and trade secrets of the Agency and/or Client and without prejudice to every other duty to keep secret all information given to it or gained in confidence, the Contractor agrees on its own part and on behalf of its Representative (and any substitute and sub-contractor used in accordance with the terms of this Agreement) as follows:

10.1.1 not at any time whether during or after the performance of the Services (unless expressly so authorised by the Agency and/or Client as a necessary part of the performance of its duties or except as may be required by court order, government action or regulatory requirement) to disclose to any person or to make use of any of the trade secrets or Confidential Information of the Agency and/or Client;

10.1.2 to deliver up to the Agency (as directed) and/or Client at the end of the Services all documents and other materials belonging to the Agency and/or Client (and all copies) which are in its possession including documents and other materials created by it or the Representative during the course of the Services;

10.1.3 not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Agency and/or Client except when required to do so in the course of its duties under the Services in which event any such item shall belong to the Agency and/or Client; and

10.1.4 to enter into such separate undertaking or agreement relating to confidentiality as may be required by the Agency and/or Client.

DRAFT

© WTT Legal Limited. All Rights Reserved.
Version: 5.0 - 062026

Private and Confidential

10.2 The Contractor shall procure and ensure that the provisions of this Clause 10 shall also apply to any sub-contractor or substitute performing the Contractor's obligations provided for in Clause 3.4.

11. DATA PROTECTION

11.1 The parties:

11.1.1 will ensure (by inclusion in contractual terms) that any party acting on its behalf including personnel, who access or Process Personal Data is bound to keep that Personal Data confidential;

11.1.2 will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure;

11.1.3 will give the other party reasonable assistance in dealing with any Data Subject request and with data-subject rights, data security, breach notifications, impact assessments, and dealings with supervisory authorities or regulators;

11.1.4 will notify the other party without undue delay once it becomes aware of any actual or suspected Personal Data Breach affecting Personal Data transferred under this Agreement;

11.1.5 will maintain complete and accurate records and information to demonstrate their compliance with this Clause 11 and;

11.1.6 agree that this Clause 11 supplements, and neither reduces nor displaces, each party's obligations under the Data Protection Legislation.

11.2 The Contractor shall (and shall procure that the Representative shall), on the Agency's request, supply the Agency with all information reasonably needed to evidence compliance with the Data Protection Legislation and this Clause 11, and shall submit to audits and inspections on reasonable notice for that purpose. The Contractor agrees, and shall ensure the Representative understands, that the Representative's Personal Data will be collected by the Agency and/or the Client in connection with the Services. The Contractor shall make the Representative aware that, in the course of the Services, the Agency, the Client, or anyone processing data for them, may transfer the Representative's Personal Data outside the United Kingdom.

11.3 Notwithstanding Clauses 11.1.3 and 11.1.4, in the event of a suspected or actual Personal Data Breach, Contractor will promptly (at its own expense) provide such information, assistance and cooperation and do such things as Agency and/or Client may request to investigate and defend any claim, mitigate or rectify such breach and prevent future breaches.

11.4 The Contractor shall ensure that neither the Contractor nor the Representative will issue or publish any filing, notice, communication, press release or report about a Personal Data Breach without the Agency's and/or Client's prior written consent.

11.5 The Contractor and the Representative understands and accepts that Personal Data may be Processed when the Services are provided so that the Agency can meet its legal obligations, including reporting Assignment details to HMRC. The Contractor warrants that the Representative has been made aware of such Processing (and any transfer), on the basis that all Personal Data is handled fairly and lawfully as the Data Protection Legislation requires. Contractor acknowledges, and shall ensure Representative acknowledges, that information provided in relation to Clauses 5.1.13 and 5.1.14 may be disclosed by Agency to a third party specifically for the purposes of complying with statutory legislation.

12. NO PARTNERSHIP OR AGENCY

12.1 When this Agreement ends or expires, for whatever reason, the Agency is not obligated to offer, and the Contractor and Representative are not obligated to accept, any further assignment, contract, engagement, project or request for services of any kind.

12.2 Contractor acknowledges to Agency that its services are supplied to Client as an independent contractor and that accordingly it will comply with all statutory and legal requirements relating to Representative (including, without limitation, the correct payment of taxation and NICs) will fall upon and be discharged wholly and exclusively by Contractor (save where and only to the extent applicable under Clause 6.6).

12.3 Nothing in this Agreement should be construed to render any Representative an employee or a worker of the Client and/or Agency and that the Representative consequently does not have any associated

DRAFT

© WTT Legal Limited. All Rights Reserved.
Version: 5.0 - 062026

Private and Confidential

statutory employment rights and is not entitled to participate in the Agency's and/or Client's employment benefit schemes, grievance or disciplinary process. The Contractor shall ensure that the Representative does not hold itself/himself/herself out as an employee or a worker or an agent of Client and/or Agency. Should anyone assert that the Representative (or any sub-contractor or substitute) is, or should be treated as, an employee or worker of the Agency and/or the Client for the purposes of employment rights, benefits or taxation, the Contractor shall indemnify and hold the Agency and/or the Client harmless against that asserted liability and all related Losses (without limitation).

12.4 Save as required by law, neither Contractor nor Representative will be entitled to receive from Agency and/or Client, sickness pay, holiday pay, long service leave or any other similar entitlement.

12.5 The Contractor shall be responsible for complying with the National Minimum Wage Act 1998 with respect to its Representative, staff and substitutes.

12.6 The parties acknowledge that the Representative (or any substitute) is not an 'Agency Worker' as defined under the Agency Worker Regulations 2010 ("**AWR**") and that AWR does not apply in relation to this Agreement or any Services under this Agreement. The Contractor shall indemnify and keep indemnified the Agency and/or Client against any Losses the Agency or Client suffer or incur as a result of any claim made by or on behalf of any Representative under AWR.

12.7 Contractor and Representative have no authority to act or contract on behalf of Agency and/or Client, and shall procure that Representative will not, hold itself/himself/herself out as capable of doing so. Contractor will not, and shall procure that Representative will not, purport to bind Agency and/or Client in any way. In the event of the breach of this Clause 12.7, any contract or agreement purportedly entered into by Contractor or Representative as an agent for Agency shall be deemed to have been made as if Contractor or Representative, as the case may be, acted and contracted as principal.

13. LIABILITY

13.1 The Contractor shall be liable for any and all Losses, damages or injuries to any party, arising as a result of:

13.1.1 any negligent or deliberate act or omission or breach of this Agreement by Contractor or Representative;

13.1.2 any loss or damage to any property of Agency and/or Client which is caused by Contractor or Representative;

13.1.3 death or personal injury to any person caused by Contractor or Representative; and

13.1.4 any claim by Representative regarding the termination or expiry of any Assignment of Representative;

13.2 The Contractor shall indemnify and keep indemnified any such party including, without limitation to the foregoing, the Agency against any such Losses as described in Clause 13.1 and as otherwise provided under this Agreement.

13.3 To the extent permitted by law, the total liability of the Agency under the Agreement shall not exceed ten thousand pounds (£10,000) in the aggregate and shall be limited to direct losses only. In no event shall the Agency be liable in respect of loss of profits, loss of business, loss of revenue, loss of or damage to goodwill or loss of actual or anticipated savings (whether constituting direct or indirect loss or damage and whether caused by negligence or otherwise) indirect or consequential loss or damage in any way arising under or in connection with the Agreement or otherwise. Furthermore, the Agency accepts no liability to the Contractor for any Losses incurred by the Contractor whether by reason of tax or other statutory or contractual liability to any third party arising from the Services provided. For the avoidance of doubt, nothing in the Agreement shall limit either party's liability in respect of death or personal injury caused by negligence or in respect of either party's fraudulent misrepresentation or any other liability that cannot be excluded or limited by any applicable laws.

13.4 At all times during the Assignment the Contractor shall ensure the provision of adequate insurance to cover the risk of a claim against the Contractor, the Representative, sub-contractor, and substitutes pursuant to the terms of this Agreement and includes as a minimum: public liability insurance for a sum of not less than £2,000,000 (two million pounds sterling); professional indemnity insurance for a sum of

DRAFT

© WTT Legal Limited. All Rights Reserved.
Version: 5.0 - 062026

Private and Confidential

not less than £1,000,000 (one million pounds sterling); employer's liability insurance as required by law and any other policies as notified by the Agency from time to time.

13.5 The Contractor shall make a copy of each policy available to the Agency prior to the commencement of the Assignment and upon demand. The Contractor shall maintain a fully paid-up professional indemnity insurance policy for at least 6 (six) years following completion of the Assignment.

13.6 The Contractor shall ensure that the insurance detailed in Clause 13.4 above will cover any industry specific risk(s) relevant to the Services. For the avoidance of doubt, where the Services are performed overseas, the Contractor is responsible for ensuring that it has all relevant and adequate insurances for the country in which the Services are being performed.

14. ANTI-BRIBERY AND ANTI-SLAVERY

14.1 Contractor shall comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption (Anti Bribery Laws) which includes (without limitation) compliance with the Bribery Act 2010. The Contractor procures that neither the Contractor nor the Representative will give, offer or agree to give any gift, personal financial benefit or other inducement to any employee or representative of the Agency, the Client or any third party where it could be, or reasonably seem to be, a reward or incentive to do or not do something connected with this Agreement or the arranging of an Assignment.

14.2 Contractor shall comply with all applicable anti-slavery laws including the Modern Slavery Act 2015.

15. SEVERABILITY

15.1 If any provision or part-provision of the Agreement is or becomes invalid, unlawful or unenforceable, it shall be ineffective only to the extent of such invalidity, unlawfulness or unenforceability and shall not prejudice or affect the remainder of the Agreement.

16. FORCE MAJEURE

16.1 Neither party shall be liable to the other party for any delay or non-performance of its obligations under the Agreement resulting from an act of Force Majeure.

17. ASSIGNMENT AND SUB-CONTRACTING

17.1 Save where provided for in this Agreement, the Contractor shall not assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the Agency (such consent not to be unreasonably withheld or delayed).

17.2 The Agency may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.

18. NOTICES

18.1 Notices under this Agreement must be delivered to the recipient at the address stated in this Agreement, by hand, by email or by pre-paid first-class post.

18.1.1 Notices will be deemed to have been given and served, if delivered by hand, at the time of delivery if delivered before 5.00pm on a Business Day or in any other case at 10.00am on the next Business Day after the day of dispatch; or

18.1.2 if sent by e-mail, at the time of dispatch if dispatched on a Business Day before 5.00 p.m. or in any other case at 10.00 a.m. on the next Business Day after the day of dispatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant Business Day, the recipient informs the sender that the e-mail message was received in an incomplete or illegible form.

DRAFT

© WTT Legal Limited. All Rights Reserved.
Version: 5.0 - 062026

Private and Confidential

19. GOVERNING LAW

19.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

20. JURISDICTION

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

IN WITNESS OF WHICH the duly authorised executives of the parties have signed this Agreement on the date below.

For and on behalf of Hirobe Limited

Agency Signature _____

Print Name _____

Date _____

For and on behalf of [insert registered business name of Contractor]

Contractor Signature _____

Print Name _____

Date _____

DRAFT

© WTT Legal Limited. All Rights Reserved.
Version: 5.0 - 062026

Private and Confidential

APPENDIX 1 – ASSIGNMENT SCHEDULE

This Assignment Schedule is subject to and forms part of the Agreement. In the event of conflict between the Terms and this Assignment Schedule, the Terms will take precedence save where expressly provided for within the Terms or where additional term/conditions or variations are expressly stated below within this Assignment Schedule.

Client Information	
Client Company Name	
End user, hirer or customer of the Client to whom Representative provides Services (if applicable)	
Location(s) where Services are to be delivered	
Client Key Contact	
Contact Number for Client Key Contact	

Contractor Services Information	
Contractor Company Name	
Representative of Contractor	
Description of the Services	
Off-Payroll Applicable	
Off-Payroll Status of Assignment	
Start of Assignment	
End of Assignment	
Hours/days (if applicable)	
Experience, training, qualifications, professional body authorisations required	
Notice period for Contractor to terminate Assignment	
Notice period for Agency to terminate Assignment	
Specific Insurance Requirement	
Payment Terms	
Opted-Out of Conduct Regulations	

Charges Information Time and Materials	
Contractor Fee – standard hours	
Contractor Fee – non-standard hours	
Call-out/additional fees/ expenses	

General Information	
Additional Terms/Conditions	
Variations	

DRAFT

© WTT Legal Limited. All Rights Reserved.