

BRAINPOOL LIMITED

CONSULTANCY AGREEMENT

PLEASE READ THESE TERMS CAREFULLY BEFORE REGISTERING WITH BRAINPOOL

INTRODUCTION

- (1) This agreement tells you (the **Consultant** or **Service Company**) the terms on which you may access our Platform to provide Consultancy Services to Brainpool.
- (2) The terms below explain which clauses apply in each scenario. All defined terms are defined in Part 1. All clause numbers refer to the clauses of the same Part unless otherwise specified.
- (3) The Platform and associated services (described in more detail below) are provided by Brainpool Limited (**Brainpool**) which is a company incorporated and registered in England and Wales with company number 10024360 whose registered office is at Unit 6 Queens Yard, White Post Lane, London, England, E9 5EN.
- (4) These terms constitute a legal agreement between you, the Consultant or Service Company, and us, Brainpool. By registering with us or accessing or using the Platform or providing Consultancy Services, you agree to the terms contained in this document. If you the Consultant do not, or the Service Company does not, agree to these terms, you or your Service Company may not register with us, access or use the Platform or provide Consultancy Services.
- (5) If you are a data scientist wishing to provide **consultancy services** to Brainpool **personally** please read **Parts 1 and 2**.
- (6) If you are a data scientist wishing to provide consultancy services to Brainpool **via a service company** and will be agreeing to these terms on behalf of that service company please read **Parts 1 and 3**.

Part 1

Terms which apply to all situations

1. Interpretation

1.1. The definitions and rules of interpretation in this clause apply to this agreement

Business Day	a day other than a Saturday, Sunday or public holiday when banks in London are open for business
Capacity	as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity
Client	the person, firm, partnership, company or Group company (as the case may be) to whom the Consultant or Service Company may provide the Consultancy Services to on behalf of Brainpool
Confidential Information	information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client, Brainpool or any Group company for the time being confidential to the Client, Brainpool or any Group company and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or Brainpool or of any Group company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, including (but not limited to) information that the Consultant or the Service Company, develops, receives or obtains in connection with the provision of the Services, whether or not such information (if in anything other than oral form) is marked confidential
Consultancy Services	the services to be provided to Brainpool by the Consultant or the Service Company as set out in the Terms of Commitment
Consultant	the individual whose details are set out in a particular Terms of Commitment and who agrees to provide Consultancy Services to Brainpool
Data Protection Legislation	the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy
Day	means a period of not less than 8 consecutive hours' work (subject to such lunch and other breaks as the Client allows or, if greater, as are required by law) undertaken during a calendar day in accordance with the Client's requirements as to when those hours must be worked
Deemed Employment	an engagement to which Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 applies
Demand	any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding
Fees	the fees payable by Brainpool to the Consultant or the Service Company in consideration for the provision of Consultancy Services as detailed in particular Terms of Commitment
Group	in relation to a company, that company, each and any subsidiary or holding company from time to time, and each and any subsidiary from time to time of a holding company of that company

Holding Company	has the meaning given in clause 1.5 of Part 1
Individual	the person named in particular Terms of Commitment who the Service Company shall make available to Brainpool to provide the Consultancy Services
Insurance Policies	commercial general liability insurance cover, professional indemnity insurance cover and public liability insurance cover
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world
Terms of Commitment	a document to be signed by Brainpool and the Consultant or the Service Company confirming the services to be provided to Brainpool by the Consultant or the Service Company as a consultant
Service Company	a limited company of which the Individual owns all of the issued share capital and is the sole director and employee
Subsidiary	has the meaning given in clause 1.5 of Part 1
Termination Date	the date of termination of the provision of the Consultancy Services, howsoever arising
UK Data Protection Legislation	any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation

- 1.2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.3. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. A reference to a **holding company** or a **subsidiary** in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.
- 1.6. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8. A reference to **writing** or **written** includes fax and e-mail.
- 1.9. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10. A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

- 1.11. References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.12. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. General obligations

- 2.1. At all times during this Agreement, as applicable, the Consultant shall or the Service Company shall procure that the Individual shall:
 - 2.1.1. comply with the Bribery Act 2010 and Brainpool's policy on bribery and corruption;
 - 2.1.2. 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;
 - 2.1.3. promptly report to Brainpool any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this agreement;
 - 2.1.4. not engage in any activity, practice or conduct which would constitute either:
 - 2.1.4.1. a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - 2.1.4.2. a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
 - 2.1.5. promptly report to Brainpool any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 or any suspected tax evasion offences or facilitation of tax evasion offences, whether under UK law or under the law of any foreign country, in connection with the performance of this agreement;
 - 2.1.6. promptly give to the Brainpool all such information and documentation as it may reasonably require from time to time in order for Brainpool to determine whether the provision of the Consultancy Services is or will be Deemed Employment and, if Brainpool does so determine, in order to comply with any obligation on Brainpool to deduct tax or national insurance contributions from the fees due under this Agreement. The Service Company shall, and shall procure that the Individual shall, promptly inform Brainpool of any material change to any information or documentation previously provided in compliance with this clause and shall also promptly provide any other information or documentation that it considers (or ought reasonably consider) to be materially relevant to determining whether the provision of the Consultancy Services is Deemed Employment; and
 - 2.1.7. comply with Brainpool's policies equality and diversity, anti-harassment and bullying, use of information and communication systems including social media.

3. Intellectual property rights

- 3.1. The Consultant or the Service Company, as applicable, acknowledges that (unless specified otherwise in particular Terms of Commitment) all Intellectual Property Rights deriving from Consultancy Services shall belong to Brainpool. Accordingly, the Consultant or the Service Company, as applicable, shall execute all such documents and do all such acts as Brainpool shall from time to time require in order to give effect to Brainpool's rights pursuant to this clause.

4. Confidentiality

- 4.1. In order to protect the confidentiality and trade secrets of Brainpool and the Client, the Consultant and the Service Company, as applicable, agrees not at any time:
 - 4.1.1. whether during or after the provision of Consultancy Services (unless expressly so authorised by the Client or Brainpool as a necessary part of the performance of their duties or provision of the Consultancy Services), to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Client or Brainpool; or
 - 4.1.2. to make any copy, abstract or summary of the whole or any part of any document or other material belonging to the Client or Brainpool except when required to do so in the course of provision of the Consultancy Services, in which circumstances such copy abstract or summary would belong to the Client or Brainpool, as appropriate.
- 4.2. The restriction in clause 4.1 does not apply to:
 - 4.2.1. any use or disclosure authorised by the Client or Brainpool or as required by law a court of competent jurisdiction or any governmental or regulatory authority;
 - 4.2.2. any information which is already in, or comes into, the public domain otherwise than through the Consultant's or the Service Company's unauthorised disclosure; or
 - 4.2.3. the making of a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.
- 4.3. Without prejudice to the foregoing, the Consultant or the Service Company as applicable acknowledges that they may be required to comply with additional rules relating to the Client's Confidential Information, and/or may be required by the Client to enter into a non-disclosure agreement, or similar terms, on or before commencing the provision of the Services.
- 4.4. At the the conclusion of the provision of Consultancy Services as set out in particular Terms of Commitment or at any time on request Consultant or the Service Company, as applicable, agrees to deliver up to the Client or Brainpool (as directed) all documents (including copies), ID cards, swipe cards, equipment, passwords, pass codes and other materials belonging to the Client or Brainpool which are in the Consultant's, the Service Company's or the Individual's possession, including any data produced, maintained or stored on computer systems or other electronic equipment belonging to or under the control of the Consultant, the Service Company or the Individual.

5. Data protection

- 5.1. Brainpool will collect and process information relating to the Consultant or Individual as applicable in accordance with its privacy notice.
- 5.2. The Consultant or the Service Company, as applicable, is directed to Brainpool's Data Protection Policy with respect to the types of data about the Consultant or the Individual held by Brainpool, the reasons for processing such data, the persons and entities to which such data may be disclosed, the countries to which such data may be transferred, and the Consultant's or Individual's rights relating to such data. As applicable the Consultant and the Service Company undertakes and the Service Company shall procure that the Individual shall undertake to process all personal data relating to others (including but not limited to any employee, worker, customer, client, supplier or agent of Brainpool or the Client) in accordance with Data Protection Legislation and in accordance with Brainpool's and, where applicable, the Client's data protection and privacy policies. Breach of this obligation by the Consultant, the Service Company or the Individual may result in immediate termination of this Agreement.

6. Warranties and indemnities

- 6.1. As applicable, the Consultant or the Service Company warrants that:
 - 6.1.1. the information supplied to Brainpool in any application documents is correct;

- 6.1.2. the Consultant or the Individual, as applicable, has the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or by any professional body for the Consultant or the Individual to possess in order to provide the Consultancy Services;
 - 6.1.3. the Consultant, the Service Company and the Individual, as applicable, is not prevented by any other agreement, arrangement, restriction (including, without limitation, a restriction in favour of any employment agency, employment business or client) or any other reason, from fulfilling the Consultant's or the Service Company's obligations under this agreement; and
 - 6.1.4. the Consultant and the Individual, as applicable, has valid and subsisting leave to enter and remain in the United Kingdom for the duration of this Agreement and is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the provision of the Consultancy Services.
- 6.2. As applicable, the Consultant and the Service Company shall indemnify and keep indemnified Brainpool and the Client against all Demands (including legal and other professional fees and expenses) which Brainpool or the Client may suffer, sustain, incur, pay or be put to arising from or in connection with:
- 6.2.1. any failure by the Consultant or the Service Company to comply with its obligations under this agreement;
 - 6.2.2. any negligent or fraudulent act or omission by the Consultant, the Service Company or the Individual;
 - 6.2.3. the disclosure by the Consultant, the Service Company or the Individual of any Confidential Information;
 - 6.2.4. the infringement by the Consultant, the Service Company or the Individual of the Intellectual Property Rights of the Client or the Client's Group or Brainpool or Brainpool's Group or of any third party.
- 6.3. Brainpool may at its option satisfy any indemnity in this clause 6 (in whole or in part) by way of deduction from payments due to the Consultant or the Service Company.

7. Status

- 7.1. The relationship of the Consultant and Service Company to Brainpool will be that of independent contractor and nothing in this Agreement shall render the Consultant, the Service Company nor the Individual an employee, worker, agent or partner of Brainpool and neither the Consultant nor the Service Company shall not hold themselves out as such and the Service Company shall procure that the Individual shall not hold themselves out as such.
- 7.2. As applicable, the Consultant or the Service Company shall be fully responsible for and shall indemnify Brainpool against:
 - 8.3.1. any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Consultancy Services or any payment or benefit received by the Individual in respect of the Consultancy Services, where such recovery is not prohibited by law. The Consultant or the Service Company as applicable shall further indemnify Brainpool against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Brainpool in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

- 1.3.1. any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual or any Substitute against Brainpool arising out of or in connection with the provision of the Consultancy Services, except where such claim is as a result of any act or omission of Brainpool.
- 7.3. The Service Company warrants that it is not nor will it prior to the Termination Date, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.
- 7.4. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 7.5. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

8. Entire agreement

- 8.1. This Agreement (and applicable Terms of Commitment) constitute 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.
- 8.2. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 8.3. No variation of this Agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives). A written copy of the varied terms, including the date from which they take effect, shall be given to the the Consultant or the Service Company as applicable no later than the fifth Business Day following the day on which the variation was agreed.
- 8.4. Nothing in this clause shall limit or exclude any liability for fraud.

9. Third Party rights

- 9.1. No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

10. Notices

- 10.1. Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
 - 10.1.1. 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
 - 10.1.2. sent by fax to its main fax number; or
 - 10.1.3. sent by email to, in the case of Brainpool, contact@brain-pool.co.uk and, in the case of the Consultant or the Service Company as applicable an email address which the Consultant or the Service Company has been using to communicate with Brainpool.
- 10.2. Any notice or communication shall be deemed to have been received:

- 10.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 10.2.2. 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;
 - 10.2.3. if sent by fax, at 9.00 am on the next Business Day after transmission;
 - 10.2.4. if sent by email, at the time of transmission.
- 10.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. Severance

- 11.1. If any provision or part-provision of this Agreement 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 this Agreement.
- 11.2. If any provision or part-provision of this Agreement 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.

12. Governing law

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

13. Jurisdiction

- 13.1. 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 this agreement or its subject matter or formation (including non-contractual disputes or claims).

Part 2

1. Provision of Consultancy Services by the Consultant

- 1.1. Brainpool may engage the Consultant and the Consultant may provide the Consultancy Services on the terms set out below and in the applicable Terms of Commitment.
- 1.2. Brainpool is not obliged to offer the Consultant the opportunity to provide Consultancy Services and the Consultant shall not be obliged to accept any offer to provide Consultancy Services made by Brainpool.
- 1.3. If the Consultant and the Client wish, in principle, to proceed with the provision of the Consultancy Services, the Consultant shall (unless each of Brainpool, the Consultant and the Client agree otherwise) attend a meeting with the Client (the **Interview Stage**) to discuss and agree the following matters:
 - 1.3.1. the Consultancy Services to be provided by the Consultant; and
 - 1.3.2. the Consultant's proposed methodology for providing the Consultancy Services.
- 1.4. The Consultant acknowledges that the Interview Stage forms part of the selection process in respect of the provision of the Consultancy Services and that accordingly he shall not receive any fees in respect of the Interview Stage.

2. Consultant's obligations

- 2.1. The Consultant shall:
 - 2.1.1. provide the Consultancy Services with all due care, skill and ability and use its best endeavours to promote the interests of Brainpool or any Group Company;
 - 2.1.2. provide all equipment required or desirable in the delivery of the Consultancy Services and be responsible for its maintenance and security and all costs associated with such equipment;
 - 2.1.3. unless prevented by ill health or accident, devote such time as is specified in the applicable Terms of Commitment to the provision of the Consultancy Services together with such additional time if any as may be necessary for their proper delivery;
 - 2.1.4. promptly give to Brainpool all such information and reports as it may reasonably require in connection with matters relating to the provision of the Consultancy Services or the Business of Brainpool or any Group Company; and
 - 2.1.5. comply with all reasonable standards of safety and comply with Brainpool's health and safety procedures from time to time in force at the premises where the Consultancy Services are provided (if such premises are under Brainpool's control) and report to Brainpool any unsafe working conditions or practices. If the Consultancy Services are to be provided from a location under the Consultant's control, the Consultant acknowledges that they are solely responsible for ensuring that such premises constitute a safe working environment.
- 2.2. If the Consultant is unable to provide the Consultancy Services due to illness or injury, they shall advise Brainpool of that fact as soon as reasonably practicable. For the avoidance of doubt, if the Fees includes a daily or hourly rate no Fees shall be payable in accordance with clause 3 in respect of any period during which the Consultancy Services are not provided.
- 2.3. The Consultant may, with the prior written approval of Brainpool and subject to the following proviso, appoint a suitably qualified and skilled substitute (**Substitute**) to perform the Consultancy Services on their behalf, provided that the Substitute shall be required to enter into direct undertakings with

Brainpool, including with regard to confidentiality. If Brainpool accepts the Substitute, the Consultant shall continue to invoice Brainpool in accordance with Clause 3 and shall be responsible for the remuneration of the Substitute. For the avoidance of doubt, the Consultant will continue to be subject to all duties and obligations under this Agreement for the duration of the appointment of the Substitute.

- 2.4. Unless they have been specifically authorised to do so by Brainpool in writing, the Consultant shall not:
 - 2.4.1. have any authority to incur any expenditure in the name of or for the account of Brainpool; or
 - 2.4.2. hold themselves out as having authority to bind Brainpool.
- 2.5. The Consultant may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Consultancy Services provided that:
 - 2.5.1. the Consultant will be solely liable to bear the cost of such functions;
 - 2.5.2. the Consultant shall procure that such third party shall comply with clause 2 of Part 1 with respect to compliance with anti-bribery obligations and other policies;
 - 2.5.3. at Brainpool's request the third party shall be required to enter into direct undertakings with Brainpool, including with regard to confidentiality.

3. Fees

- 3.1. Subject to the provisions of this clause and satisfactory delivery of the Consultancy Services, Brainpool shall pay the Consultant the Fees in accordance with the provisions of the Terms of Commitment.
- 3.2. On the earlier of last working day of each month during the provision of Consultancy Services and the conclusion of the provision of Consultancy Services as set out in particular Terms of Commitment, the Consultant shall submit to Brainpool an invoice which gives details of:
 - 3.2.1. the Consultancy Services which were provided during the period of;
 - 3.2.2. where the Fees include an hourly or daily rate, the hours or days during which Consultancy Services were provided during the period of; and
 - 3.2.3. the amount of the Fees payable (plus VAT, if applicable) with respect to the invoice.
- 3.3. In consideration of the provision of the Consultancy Services Brainpool shall pay each invoice submitted by the Consultant in accordance with this clause 3 within 90 days of receipt.
- 3.4. In the event that the Consultancy Services are not provided to the satisfaction of Brainpool, the Consultant agrees to remedy the provision of the Consultancy Services to the satisfaction of Brainpool, where this is possible, the Consultant agrees that they shall not be entitled to any additional Fees in respect of complying with this sub-clause.
- 3.5. Payment in full or in part of the Fees shall be without prejudice to any claims or rights of Brainpool or any Group Company against the Consultant in respect of the provision of the Consultancy Services.
- 3.6. Brainpool shall be entitled to deduct from the Fees (and any other sums) due to the Consultant any sums that the Consultant may owe to Brainpool or any Group Company at any time.

4. Expenses

- 4.1. The Consultant shall bear their own expenses incurred in the provision of the Consultancy Services.
- 4.2. If the Consultant is required to travel abroad in the course of the provision of the Consultancy Services they shall be responsible for any necessary insurances, inoculations and immigration requirements.

5. Other activities

- 5.1. Nothing in this Agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation provided that:
 - 5.1.1. such activity does not cause a breach of any of the Consultant's obligations under this agreement;
 - 5.1.2. the Consultant 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 Brainpool or any Group Company without the prior written consent of Brainpool; and
 - 5.1.3. the Consultant shall not accept any other commitment which adversely affects the delivery of the Consultancy Services.

6. Insurance and liability

- 6.1. The Consultant shall have personal liability for and shall indemnify Brainpool and any Group Company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant of the terms of this Agreement including any negligent or reckless act, omission or default in the provision of the Consultancy Services and shall accordingly maintain in force full and comprehensive Insurance Policies.
- 6.2. The Consultant shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to Brainpool and that the level of cover and other terms of insurance are acceptable to and agreed by Brainpool.
- 6.3. The Consultant shall on request supply to Brainpool copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 6.4. The Consultant shall notify the insurers of Brainpool's interest and shall cause the interest to be noted on the Insurance Policies together with a provision to the effect that, if any claim is brought or made by Brainpool against the Consultant in respect of which the Consultant would be entitled to receive indemnity under any of the Insurance Policies, the relevant insurer will indemnify Brainpool directly against such claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify Brainpool, the Consultant shall use all insurance monies received by it to indemnify Brainpool in respect of any claim and shall make good any deficiency from its own resources.
- 6.5. The Consultant 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 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 shall notify Brainpool without delay.

7. Termination

- 7.1. Unless otherwise agreed in the applicable Terms of Commitment:
 - 7.1.1. Brainpool may terminate the provision of Consultancy Services by the Consultant at any time on one week's notice in writing; and
 - 7.1.2. The Consultant may terminate the provision of Consultancy Services at any time on two weeks' notice in writing.
- 7.2. Notwithstanding the provisions of clause 7.1 Brainpool may terminate the provision of Consultancy Services by the Consultant with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:

- 7.2.1. commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of Brainpool;
- 7.2.2. 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);
- 7.2.3. is in the reasonable opinion of Brainpool negligent or incompetent in the performance of the Consultancy Services;
- 7.2.4. is declared bankrupt or makes any arrangement with or for the benefit of its creditors or has a county court administration order made against it under the County Court Act 1984;
- 7.2.5. is incapacitated (including by reason of illness or accident) from providing the Consultancy Services for an aggregate period of 14 days in any 26-week consecutive period;
- 7.2.6. commits any fraud or dishonesty or acts in any manner which in the opinion of the Brainpool brings or is likely to bring the Consultant or Brainpool or any Group Company into disrepute or is materially adverse to the interests of Brainpool or any Group Company;
- 7.2.7. commits any serious breach of Brainpool's policies and procedures;
- 7.2.8. commits any offence under the Bribery Act 2010; or
- 7.2.9. commits a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

Part 3

1. Provision of Consultancy Services by the Service Company

- 1.1. Brainpool may engage the Service Company and the Service Company may make the **Individual** available to Brainpool to provide the Consultancy Services on the terms set out below and in the applicable Terms of Commitment.
- 1.2. Brainpool is not obliged to offer the Service Company the opportunity to provide Consultancy Services and the Service Company shall not be obliged to accept any offer to provide Consultancy Services made by Brainpool.
- 1.3. If Service Company and the Client wish, in principle, to proceed with the provision of the Consultancy Services, the Individual shall (unless each of Brainpool, the Consultant and the Client agree otherwise) attend a meeting with the Client (the **Interview Stage**) to discuss and agree the following matters:
 - 1.3.1. the Consultancy Services to be provided by the Service Company; and
 - 1.3.2. the Service Company's proposed methodology for providing the Consultancy Services.
- 1.4. The Service Company acknowledges that the Interview Stage forms part of the selection process in respect of the provision of the Consultancy Services and that accordingly it shall not receive any fees in respect of the Interview Stage.

2. Service Company's obligations

- 2.1. The Service Company shall and (where appropriate) shall procure that the **Individual** shall:
 - 2.1.1. provide the Consultancy Services with all due care, skill and ability and use its best endeavours to promote the interests of Brainpool or any Group Company;
 - 2.1.2. provide all equipment required or desirable in the delivery of the Consultancy Services and be responsible for its maintenance and security and all costs associated with such equipment;
 - 2.1.3. unless prevented by ill health or accident, devote such time as is specified in the applicable Terms of Commitment to the provision of the Consultancy Services together with such additional time if any as may be necessary for their proper delivery;
 - 2.1.4. promptly give to Brainpool all such information and reports as it may reasonably require in connection with matters relating to the provision of the Consultancy Services or the Business of Brainpool or any Group Company; and
 - 2.1.5. comply with all reasonable standards of safety and comply with Brainpool's health and safety procedures from time to time in force at the premises where the Consultancy Services are provided (if such premises are under Brainpool's control) and report to Brainpool any unsafe working conditions or practices. If the Consultancy Services are to be provided from a location under the Service Company's or the Individual's control, the Service Company acknowledges that it is solely responsible for ensuring that such premises constitute a safe working environment.
- 2.2. If the Individual is unable to provide the Consultancy Services due to illness or injury, the Service Company shall advise Brainpool of that fact as soon as reasonably practicable. For the avoidance of doubt, if the Fees include a daily or hourly rate no Fees shall be payable in accordance with clause 3 in respect of any period during which the Consultancy Services are not provided.
- 2.3. The Service Company may, with the prior written approval of Brainpool and subject to the following proviso, appoint a suitably qualified and skilled substitute (**Substitute**) to perform the Services instead of the Individual, provided that the Substitute shall be required to enter into direct undertakings with Brainpool, including with regard to confidentiality. If Brainpool accepts the Substitute, the Service Company shall continue to invoice Brainpool in accordance with Clause 3 and shall be responsible for the remuneration of the Substitute.

- 2.4. Unless it has been specifically authorised to do so by Brainpool in writing, neither the Service Company nor the Individual shall:
 - 2.4.1. have any authority to incur any expenditure in the name of or for the account of Brainpool; or
 - 2.4.2. hold themselves out as having authority to bind Brainpool.

- 2.5. The Service Company may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Consultancy Services provided that:
 - 2.5.1. the Service Company will be solely liable to bear the cost of such functions;
 - 2.5.2. the Service Company shall procure that such third party shall comply with clause 2 of Part 4 with respect to compliance with anti-bribery obligations and other policies; and
 - 2.5.3. at Brianpool's request the third party shall be required to enter into direct undertakings with Brainpool, including with regard to confidentiality.

3. Fees

- 3.1. Subject to the provisions of this clause and satisfactory delivery of the Consultancy Services, Brainpool shall pay the Service Company the Fees in accordance with the provisions of the Terms of Commitment.
- 3.2. On the earlier of last working day of each month during the provision of Consultancy Services and the conclusion of the provision of Consultancy Services as set out in particular Terms of Commitment, the Service Company shall submit to Brainpool an invoice which gives details of:
 - 3.2.1. the Consultancy Services which were provided;
 - 3.2.2. where the Fees include an hourly or daily rate, the hours or days during which Consultancy Services were provided; and
 - 3.2.3. the amount of the Fees payable (plus VAT, if applicable) with respect to the invoice.
- 3.3. In consideration of the provision of the Consultancy Services Brainpool shall pay each invoice submitted by the Service Company in accordance with this clause 3 within 90 days of receipt.
- 3.4. In the event that the Consultancy Services are not provided to the satisfaction of Brainpool, the Service Company agrees to remedy the provision of the Consultancy Services to the satisfaction of Brainpool, where this is possible, The Service Company agrees that it shall not be entitled to any additional Fees in respect of complying with this sub-clause.
- 3.5. Payment in full or in part of the Fees shall be without prejudice to any claims or rights of Brainpool or any Group Company against the Service Company in respect of the provision of the Consultancy Services.
- 3.6. Brainpool shall be entitled to deduct from the Fees (and any other sums) due to the Service Company any sums that the Service Company or the Individual may owe to Brainpool or any Group Company at any time.

4. Expenses

- 4.1. The Service Company shall bear its own (and the Individual's) expenses incurred in the provision of the Consultancy Services.
- 4.2. If the Individual is required to travel abroad in the course of the provision of the Consultancy Services, the Service Company shall be responsible for any necessary insurances, inoculations and immigration requirements.

5. Other activities

- 5.1. Nothing in this **Agreement** shall prevent the Service Company or the Individual from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation provided that:
 - 5.1.1. such activity does not cause a breach of any of the Service Company's obligations under this **Agreement**;

- 5.1.2. the Service Company shall not, and shall procure that the Individual 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 Brainpool or any Group Company without the prior written consent of Brainpool; and
- 5.1.3. the Service Company shall not, and shall procure that the Individual shall not, accept any other commitment which adversely affects the delivery of the Consultancy Services.

6. Insurance and liability

- 6.1. The Service Company shall have liability for and shall indemnify Brainpool and any Group Company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Service Company or the Individual of the terms of this **Agreement** including any negligent or reckless act, omission or default in the provision of the Consultancy Services and shall accordingly maintain in force full and comprehensive Insurance Policies.
- 6.2. The Service Company shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to Brainpool and that the level of cover and other terms of insurance are acceptable to and agreed by Brainpool.
- 6.3. The Service Company shall on request supply to Brainpool copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 6.4. The Service Company shall notify the insurers of Brainpool's interest and shall cause the interest to be noted on the Insurance Policies together with a provision to the effect that, if any claim is brought or made by Brainpool against the Service Company in respect of which the Service Company would be entitled to receive indemnity under any of the Insurance Policies, the relevant insurer will indemnify Brainpool directly against such claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify Brainpool, the Service Company shall use all insurance monies received by it to indemnify Brainpool in respect of any claim and shall make good any deficiency from its own resources.
- 6.5. The Service Company shall comply shall procure that the Individual 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 Service 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 Service Company shall notify Brainpool without delay.

7. Termination

- 7.1. Unless otherwise agreed in the applicable Terms of Commitment:
 - 7.1.1. Brainpool may terminate the provision of Consultancy Services by the Service Company at any time on one week's notice in writing; and
 - 7.1.2. the Service Company may terminate the Engagement at any time on two weeks' notice in writing.
- 7.2. Notwithstanding the provisions of clause 7.1, Brainpool may terminate provision of Consultancy Services by the Service Company with immediate effect with no liability to make any further payment to the Service Company (other than in respect of amounts accrued before the Termination Date) if, at any time:
 - 7.2.1. the Service Company or the Individual commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of Brainpool;
 - 7.2.2. the Individual 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);
 - 7.2.3. the Service Company or the Individual is in the reasonable opinion of Brainpool negligent or incompetent in the performance of the Consultancy Services;
 - 7.2.4. the Individual is declared bankrupt or makes any arrangement with or for the benefit of its creditors or has a county court administration order made against it under the County Court Act 1984;
 - 7.2.5. the Service Company makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Service Company;

- 7.2.6. the Individual is incapacitated (including by reason of illness or accident) from providing the Consultancy Services for an aggregate period of 14 days in any 26-week consecutive period;
- 7.2.7. the Service Company or the Individual commits any fraud or dishonesty or acts in any manner which in the opinion of the Brainpool brings or is likely to bring the Service Company or the Individual or Brainpool or any Group Company into disrepute or is materially adverse to the interests of Brainpool or any Group Company;
- 7.2.8. the Service Company or the Individual commits any serious breach of Brainpool's policies and procedures
- 7.2.9. the Service Company or the Individual commits any offence under the Bribery Act 2010
- 7.2.10. the Service Company or the Individual commits a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017; or
- 7.2.11. the Individual does not own all of the issued share capital of the Service Company.