PIVIGO LIMITED

TERMS AND CONDITIONS FOR DATA SCIENTISTS

1   **DEFINITIONS**

1.1   In this Contract the following definitions apply:

"Act" means the Employment Agencies Act 1973

"Application" has the meaning given in clause 2.2

"Business Day" means a day other than a Saturday, Sunday or public holiday when banks in London are open for business

"Client" means the person, firm or corporate body who: has entered into a contract with Pivigo for the introduction and supply of data scientists; and advertises the Project on Pivigo's Marketplace or otherwise submits details of the Project to Pivigo

"Contract" means the contract between Pivigo and the Data Scientist on the terms set out in this document

"Data Scientist" means the individual who enters into this Contract on the date and in the manner set out in clause 2.2 below

"Intellectual Property Rights" means all 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

"Marketplace" means Pivigo's online marketplace platform accessed via the Pivigo Website

"Offer" has the meaning given in clause 3.7

"Pivigo" means Pivigo Limited a company incorporated and registered in England and Wales with company number 08645601 whose registered office address is at Seebeck House, 1 Seebeck Place, Knowlhill, Milton Keynes, Buckinghamshire, United Kingdom MK5 8FR

"Pivigo Account" means an account created on the Pivigo Website to access the Marketplace

"Pivigo Website" means the website hosted by Pivigo under the domain name www.pivigo.com

"Project" means the data science project: advertised by the Client on the Marketplace; or otherwise submitted (for example, by email) by the Client to Pivigo

"Project Period" means the period during which the Project is undertaken

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"Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003

"Relevant Period" means whichever of the following periods ends later: the period of 8 weeks commencing on the day after the day on which the Data Scientist last worked for the Client via Pivigo pursuant to a data science project; or the period of 14 weeks commencing on the first day of the Project Period, if there has been more than one project and there has been a period of more than 42 days (6 weeks) between such projects, the period of 14 weeks shall commence on the first day of the Project Period

"Remuneration" includes wages, fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Data Scientist in connection with the Project.

1.2   In this Contract unless the context otherwise requires:

1.2.1   words importing the singular include the plural, words importing any gender include every gender and a reference to persons includes bodies corporate and unincorporate and (in each case) vice versa;

1.2.2   the words **"including"**, **"include"** or **"for example"** and words of similar effect shall not be deemed to limit the general effect of the words which precede them;

1.2.3   a reference to a **"person"** means a natural person;

1.2.4   a reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;

1.2.5   any reference to a party in this Contract includes a reference to its successors in title and permitted assigns; and

1.2.6   the headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of this Contract.

2   **THE CONTRACT**

2.1   Pivigo operates as an "employment business" (as defined under the Act) in relation to the introduction and supply of the Data Scientist to the Client.

2.2   This Contract shall come into existence when the Data Scientist submits an application to Pivigo for the Project (an **"Application"**).

2.3   This Contract and any applicable statement of work and/or engagement letter issued by Pivigo or entered into by Pivigo and the Data Scientist set out the entire agreement between Pivigo and the Data Scientist in connection with the Project for which an Application has been submitted by the Data Scientist to the exclusion of any other terms that the Data Scientist seeks to impose or incorporate. If there is a conflict or inconsistency between some or all of the documents set out in this clause 2.3 then the terms set out in this Contract shall prevail over the terms of any applicable statement of work and/or engagement letter.

2.4   The relationship of the Data Scientist to Pivigo will be that of independent contractor and nothing in this Contract shall render the Data Scientist an employee, worker, agent or partner of Pivigo and the Data Scientist shall not hold himself out as such.

2.5   This Contract is a contract for the provision of services and not a contract of employment between Pivigo and the Data Scientist.

3   THE PROJECT

3.1   The Data Scientist warrants that they have assessed and taken into account the experience, training, qualifications and authorisations that the Client and/or Pivigo considers are necessary, or which are required by law or by any professional body in connection with the Project before submitting their Application to Pivigo for the Project. The Data Scientist acknowledges that Pivigo will not consider the Data Scientist for the Project unless the Data Scientist has submitted an Application to Pivigo in the manner directed by Pivigo.

3.2   Pivigo is not obliged to engage or supply the Data Scientist for the Project and the Data Scientist shall not be obliged to accept the Project if it is offered to the Data Scientist by Pivigo in accordance with clause 3.7.

3.3   The Data Scientist agrees that suitability for the Project shall be determined by Pivigo and that Pivigo shall incur no liability to the Data Scientist should it fail to offer the Project to the Data Scientist in accordance with clause 3.7 (or otherwise) and if it fails to engage or supply the Data Scientist for the Project.

3.4   Pivigo shall provide the Data Scientist with the following information before it introduces or passes any of the Data Scientist's details to the Client:

   3.4.1   the identity of the Client and the nature of the Client's business;

   3.4.2   the Project commencement date and the Project Period or likely Project Period;

   3.4.3   the type of work, location and hours during which the Data Scientist would be required to carry out the Project;

   3.4.4   the rate of Remuneration and any other expenses which would be payable by or to the Data Scientist in connection with the Project and the frequency of that payment;

   3.4.5   any risks to health and safety known to Pivigo in relation to the Project and the steps the Client has taken to prevent or control such risks; and

   3.4.6   the experience, training, qualifications and any authorisation that the Client considers are necessary or which are required by law or a professional body in connection with the Project.

3.5   Where the information referred to in clause 3.4 is not given in paper form or by electronic means, it shall be confirmed by such means by the end of the third Business Day following the day on which Pivigo provides such information to the Data Scientist.

3.6   The provisions of clause 3.5 will not apply if the Data Scientist has worked in the same position for the Client within the previous five Business Days (and that information remains unchanged) and

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such information has already been given to the Data Scientist, unless the Data Scientist requests that the information be resubmitted.

3.7   Pivigo shall notify the Data Scientist if, in Pivigo's opinion, the Data Scientist is suitable to work on the Project following the submission of the Data Scientist's Application in respect of that Project (an **"Offer"**). An Offer will only be provided if the Data Scientist has satisfied the obligations set out in clause 5.1.

3.8   The Data Scientist must notify Pivigo in writing as soon as reasonably practicable and no later than five Business Days from the date of Pivigo's Offer if it accepts such Offer. The Data Scientist acknowledges that they will not be permitted to supply their services in connection with the Project and/or receive payment under clause 4 for any services provided unless and until the Client is satisfied that the Data Scientist has satisfied any pre-vetting checks required by the Client (which may include identity, police and credit checks) and any other pre-engagement criteria and checks required by the Client.

4   FEES

4.1   The Data Scientist shall submit an invoice to Pivigo for the services provided by the Data Scientist in connection with the Project during each month of the Project on the last Business Day of that month. Each invoice shall be calculated in accordance with the rate of Remuneration communicated to the Data Scientist pursuant to clause 3.4.4 which may also be set out in any applicable statement of work and/or engagement letter. Pivigo shall pay the invoice within 14 days from the date of that invoice.

4.2   Pivigo shall pay the Data Scientist for the services provided by the Data Scientist in connection with the Project regardless of whether Pivigo has received payment from the Client for the services provided by the Data Scientist in connection with the Project.

5   DATA SCIENTIST'S OBLIGATIONS

5.1   Pivigo will not introduce or supply the Data Scientist to the Client for the Project unless the Data Scientist has provided Pivigo with:

5.1.1   confirmation of the Data Scientist's name, address and contact details through a passport, driving licence or birth certificate;

5.1.2   information relating to the experience, training, qualifications and authorisations that the Client and/or Pivigo considers are necessary, or which are required by law or by any professional body in connection with the Project and shall provide copies of such relevant qualifications or authorisations to Pivigo (for example, through certificates or registrations with professional bodies); and

5.1.3   confirmation that the Data Scientist wants to supply their services for the Project.

5.2   The Data Scientist shall:

5.2.1   not engage in conduct which is detrimental to the interests of Pivigo or the Client including any conduct which will or is likely to bring Pivigo or the Client into disrepute or which results in the loss of custom or business of the Client and/or Pivigo;

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5.2.2   co-operate with the Client's reasonable and lawful instructions issued during or in connection with the Project;

5.2.3   observe any relevant rules and regulations of the Client's organisation of which the Data Scientist has been informed or of which the Data Scientist should be reasonably aware;

5.2.4   co-operate with the Client in connection with any pre-vetting checks required by the Client before the Data Scientist is engaged to provide their services for the Project including any identity, police and credit checks and any renewal of those checks required during the Project Period;

5.2.5   take all reasonable steps to safeguard their own health and safety and that of any other person who may be present or affected by their actions on the Project and comply with the health and safety policies of the Client;

5.2.6   comply with all relevant statutes, laws, regulations and codes of practice from time to time in force in connection with the performance of the Project and applicable to the Client's business;

5.2.7   comply with the Client's policies which have been provided or made available to the Data Scientist in connection with the Project or of which the Data Scientist should be reasonably aware;

5.2.8   provide their services with all due care and skill and to the best of their ability at such times and at such locations as have been agreed in connection with the Project;

5.2.9   execute all documents (for example, confidentiality agreements) required by the Client in connection with the Project;

5.2.10   advise Pivigo as soon as reasonably practicable if the Data Scientist is unable to provide their services for the Project due to illness, injury or any other reason;

5.2.11   at the Data Scientist's own cost, maintain membership of any applicable professional organisation during the course of the Project where such membership is required in connection with the Project and shall promptly provide evidence of the same on request; and

5.2.12   at the Data Scientist's own cost, maintain in force adequate insurance cover with reputable insurers acceptable to the Client during the Project Period.

5.3   The Data Scientist shall notify Pivigo immediately if they are approached or become aware that the Client wishes to engage them directly (i.e. by entering into a direct contractual relationship with them) or wishes to procure their services through another employment business:

5.3.1   before the commencement of the Project;

5.3.2   during the course of the Project; or

5.3.3   within the Relevant Period,

the Data Scientist acknowledges that Pivigo will be entitled either to charge the Client a fee or to agree an extension of the Project Period or agree a period of hire with the Client (as applicable) at the end of which the Data Scientist may be engaged directly by the Client or through another employment business without further charge to the Client.

6   **LIABILITY**

6.1   Nothing in this Contract limits or excludes either parties' liability for:

6.1.1   death or personal injury caused by its negligence;

6.1.2   fraud or fraudulent misrepresentation; or

6.1.3   any other liability which cannot be limited or excluded by applicable law.

6.2   Subject to clause 6.1, Pivigo shall not be liable to the Data Scientist, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract and/or the Project for:

6.2.1   loss of profits;

6.2.2   loss of sales or business;

6.2.3   loss of agreements or contracts;

6.2.4   loss of anticipated savings;

6.2.5   loss of or damage to goodwill;

6.2.6   loss of use or corruption of software, data or information; and

6.2.7   any indirect or consequential loss.

6.3   Subject to clause 6.1 and clause 6.2, Pivigo's total liability to the Data Scientist, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract and/or the Project shall be limited to:

6.3.1   for non-payment of an invoice due under clause 4, to the amount that remains unpaid under that invoice; or

6.3.2   for any other type of liability, to an amount equivalent to 125% of the total charges paid by Pivigo to the Data Scientist in the 12 month period immediately preceding the date on which the claim arose. If the Project Period is less than 12 months, Pivigo's liability shall be limited to 125% of the total charges paid by Pivigo to the Data Scientist during the Project Period.

6.4   All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.

7   **INTELLECTUAL PROPERTY RIGHTS**

7.1   The Data Scientist acknowledges that all Intellectual Property Rights created by the Data Scientist during the Project shall belong to the Client. The Data Scientist shall execute all such documents and do all such acts as the Client shall from time to time require in order to give effect to its right pursuant to this clause 7.1.

8   **CONFIDENTIALITY**

8.1   Subject to clause 8.2, in order to protect the confidentiality and trade secrets of the Client and Pivigo and without prejudice to any other duty to keep confidential all information given to the Data Scientist or gained in confidence, the Data Scientist shall:

8.1.1   not at any time whether during or after the Project disclose to any person or make use of any of the trade secrets or confidential information of the Client or Pivigo (as applicable); and

8.1.2   not at any time make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client or Pivigo (as applicable) except when required to do so in the course of their duties under the Project in which event any such item shall belong to the Client or Pivigo (as appropriate).

8.2   The Data Scientist may disclose Pivigo's and the Client's confidential information and trade secrets as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3   The Data Scientist shall not use Pivigo's and the Client's confidential information and trade secrets for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

8.4   The provisions of this clause 8 will survive termination or expiry of this Contract.

9   **DATA PROTECTION**

9.1   The Data Scientist consents to Pivigo and the Client holding and processing data relating to them for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined in the Data Protection Act 1998 relating them including, as appropriate:

9.1.1   information about the Data Scientist's physical or mental health or condition to make decisions as to their fitness for the Project;

9.1.2   their racial or ethnic origin or religious or similar beliefs to monitor compliance with equal opportunities legislation; and

9.1.3   information relating to any criminal proceedings in which they have been involved for insurance purposes and to comply with legal requirements and obligations to third parties.

9.2   The Data Scientist consents to Pivigo and the Client making the information referred to in clause 9.1 available to the Client, Pivigo's group companies, those who provide products or services to

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Pivigo (such as advisers), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of Pivigo or Pivigo's group companies or any part of its business.

10 WARRANTIES AND INDEMNITIES

10.1 The Data Scientist warrants that:

10.1.1 the information supplied to Pivigo in their Application and any other documents provided to Pivigo for the Project is correct, accurate and not misleading;

10.1.2 the Data Scientist 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 Data Scientist to possess in order to perform the Project; and

10.1.3 the Data Scientist has valid and subsisting leave to enter and remain in the United Kingdom for the duration of this Contract and the Project and is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the Project.

10.2 The Data Scientist shall indemnify and keep indemnified Pivigo and the Client against all or any costs, claims, damages or expenses incurred by Pivigo and/or the Client, or for which Pivigo and/or the Client may become liable, in connection with any employment-related claim brought by the Data Scientist in connection with the Project.

10.3 The Data Scientist shall be fully responsible for and shall indemnify Pivigo for and in respect of 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 the Project or any payment or benefit received by the Data Scientist in connection with the Project, where such recovery is not prohibited by law. The Data Scientist shall further indemnify Pivigo against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Pivigo in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.

11 TERMINATION

11.1 Either party may terminate this Contract by giving the other party written notice at any time on 2 weeks' written notice.

11.2 Without affecting any other right or remedy available to it, either party may terminate this Contract at any time with immediate effect by providing written notice to the other party, if the other party:

11.2.1 commits a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so;

11.2.2 repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract or refuses or neglects to comply with any reasonable and lawful directions of the first party; or

11.2.3   is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984.

11.3   Pivigo may terminate the Data Scientist's engagement on the Project at any time with immediate effect by providing written notice to the Data Scientist, if Pivigo is notified by the Client, has reasonable grounds to believe or otherwise becomes aware that:

11.3.1   the Client requires the Data Scientist to be removed from the Project;

11.3.2   the Data Scientist has failed to carry out the Project or has failed to carry out the Project in accordance with the Client's requirements (whether contractual or otherwise) or that the Data Scientist has terminated the Project during the Project Period;

11.3.3   the Data Scientist has committed an act of gross misconduct affecting the business of the Client and/or Pivigo during the Project;

11.3.4   the Data Scientist has disclosed to any person any confidential information in breach of clause 8;

11.3.5   the Data Scientist has been convicted of a 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);

11.3.6   the Data Scientist, has been (in the opinion of the Client) negligent or incompetent in the performance of the Project or is deemed by the Client or Pivigo to be unsuitable for the Project;

11.3.7   the Data Scientist has died, is incapable of managing his own affairs or has become a patient under any mental health legislation or is ill or is incapacitated (whether mentally or physically) during the Project Period; or

11.3.8   the Data Scientist has failed to comply with its obligations under clause 5.2.

11.4   This Contract shall automatically terminate on:

11.4.1   the date the Data Scientist's engagement on the Project is terminated; or

11.4.2   on completion, expiry or termination of the Project.

12   **CONSEQUENCES OF TERMINATION**

12.1   On the date this Contract is terminated:

12.1.1   Pivigo shall only be required to pay to the Data Scientist any sums due in connection with the Project up to the date of termination and shall not be responsible for paying any other losses, costs, damages or expenses incurred by the Data Scientist in respect of such termination;

12.1.2   the Data Scientist shall cease to provide any services to the Client in connection with the Project; and

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12.1.3   the Data Scientist shall deliver up to the Client or Pivigo (as applicable and as directed) all documents and other materials belonging to the Client or Pivigo (as applicable) and all copies of such documents and materials which are in the Data Scientist's possession including documents and other materials created by the Data Scientist during the course of the Project.

12.2   The parties acknowledge that the termination of this Contract may result in Pivigo cancelling the Data Scientist's Pivigo Account.

12.3   Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination of this Contract will remain in full force and effect.

12.4   Termination of this Contract will not affect any rights, remedies, obligations or liabilities of either party that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.

13   **GENERAL**

13.1   **Assignment and other dealings.**

13.1.1   Pivigo may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Contract.

13.1.2   The Data Scientist may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Contract without the prior written consent of Pivigo.

13.2   **Notices.**

13.2.1   Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or by email. Any such notice or communication sent by email pursuant to this clause 13.2.1 shall be sent: (i) by the Data Scientist to info@pivigo.com; or (ii) by Pivigo to the email address provided to Pivigo by the Data Scientist (as applicable).

13.2.2   A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2.1; 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, 1 Business Day after transmission.

13.2.3   The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

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

13.4 **Waiver.** A waiver of any right or remedy under this Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.5 **Third party rights.** A person who is not a party to this Contract shall not have any rights to enforce its terms.

13.6 **Variation.** No variation or alteration to this Contract shall be valid unless the details of such variation are agreed between Pivigo and the Data Scientist and are set out in writing. Pivigo shall provide, or make available electronically, a copy of the varied Contract to the Data Scientist within 5 Business Days of the date the Contract was varied stating the date on or after which such variations shall take effect.

13.7 **Further assurance.** The Data Scientist shall promptly execute and deliver such documents, provide such information and perform such acts as may reasonably be required for the purpose of giving full effect to this Contract.

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

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