

Special Terms and Conditions for Purchase of Services

Eviture (UK) Ltd

Notwithstanding the General Terms and Conditions for Purchase, the provisions set out in below shall govern the supply of Services to us by you.

1. Performance and standard of the Services
 - 1.1. You guarantee that:
 - a) the Services will be performed with the appropriate level of skill and care, using the correct materials, and
 - b) for the duration of the Contract your personnel and any third parties will maintain the agreed standards regarding training, expertise and experience.
 - 1.2. You shall engage, and are responsible for, any tools, personnel or third parties for the performance of the Services, and must comply with all statutory health, safety, and environmental regulations.
 - 1.3. Where requested by us, you shall provide us with copies of documents evidencing the identity and right to work of your or of any third party you engage. You shall immediately notify us of any change in relation to such documents.
 - 1.4. If you fail to comply with your obligations under this section in a timely manner, we retain the right to deny the relevant personnel and/or third parties access to the work. You indemnify us against all claims, any penalties and/or otherwise in relation to illegal employment and/or failure to comply with your statutory obligations.
 - 1.5. Where requested by us, you shall provide us with copies of documents or share code evidencing the identity and right to work of your or of any third party you engage, whether a British citizen or not. You shall immediately notify us of any change in relation to such documents.
 - 1.6. If you fail to comply with your obligations under this section in a timely manner, we retain the right to deny the relevant personnel and/or third parties access to the work. You indemnify us against all claims, any penalties and/or otherwise in relation to illegal employment and/or failure to comply with your statutory obligations.
 - 1.7. Where requested by us, you shall provide us with copies of certificates, diplomas, testimonials, CVs and any employer references in respect of your personnel and of third parties and the personnel of third parties engaged by you.
 - 1.8. If we in our reasonable opinion determine that personnel used by you for the performance of the Contract are inadequately qualified, you are obliged to arrange immediate replacement of those personnel.
 - 1.9. You may only replace named personnel with other following approval by us, such approval not to be withheld unnecessarily. You should make a best effort to present suitable replacements of named personnel in the case of long-time absence, parental leave and other situations that may have a negative impact on the Services provided by you.
 - 1.10. Any replacement personnel must possess similar or better qualifications and experience than the personnel being substituted.
 - 1.11. If the services are to be performed on our premises, then:
 - a) you, your personnel and any third parties you engage must comply with, and respect, the internal rules and standards set by us, including the Code of Conduct. The Code of Conduct can be found on our website and can be sent on request,
 - b) during the performance of the work, you shall keep any form of disturbance to a minimum,
 - c) if the performance of the work requires that furniture or equipment be moved, you are responsible for moving it and for restoring it to its original position,
 - d) you must take measures to prevent property of us becoming dirty or damaged,
 - e) you must take measures to guarantee the safety of users and other persons in the vicinity during the performance of the work,



- f) bringing work tools and materials onto the premises of us must be approved in advance by us, and
- g) you shall perform the Services within our normal normal working hours, unless agreed otherwise in writing.

2. Management and Supervision – Contract for Services

- 2.1. Services are performed based on a Contract for Services.
- 2.2. The people and legal entities deployed by you for the performance of the Services shall be managed and supervised by you.
- 2.3. You indemnify us against any liability arising from the creation of any contract of employment between us and the people deployed directly or indirectly by you.
- 2.4. You indemnify us against any employee-based claims from the people deployed directly or indirectly by you to perform the Services.

3. Work tools and materials

- 3.1. You shall arrange for the necessary work tools and materials, machinery, clothing, and safety items.
- 3.2. Materials, drawings, models, instructions, specifications, and other work materials provided by us, or purchased/manufactured by us at our own expense, remain the property of us or become the property of us at the time of their purchase or manufacture, unless agreed otherwise in writing.
- 3.3. Any change made to these work tools and materials, or their use for, or in connection with any purpose other than to provide the Services to us, is only permitted with the prior written consent of us. Such approval does not, however, affect your guarantee obligations.

4. Insurance

- 4.1. You shall, for the duration of the Contract and any responsibility or liability incurred under the Contract, possess professional indemnity insurance including enhanced cover for financial damage at a minimum of £1,000,000.
- 4.2. You shall, for the duration of the Contract and any responsibility or liability incurred under the Contract, possess public liability insurance at a minimum of £5,000,000.
- 4.3. You must, at our request, provide evidence of such insurance cover.

5. Employment terms, taxes, and national insurance

- 5.1. You remain at all times responsible for compliance with your obligations under tax and national insurance legislation.
- 5.2. You shall comply with relevant legislation relating to employment terms, including the Intermediaries Legislation (IR35), as well as to any applicable collective agreement. You shall provide us with such further information for us to comply with applicable legislation as requested by us.
- 5.3. Where requested by us, you must adequately prove that you have made payment of applicable wages and the payment of due VAT, income tax, national insurance, and insurance premiums. You shall cooperate with a check, random inspection and/or audit so that we are able to verify that you are compliant with the relevant legislation. In this context, you grant us access to the necessary systems and underlying data to allow us to be able to perform (or have performed) the required checks.
- 5.4. You are responsible for ensuring that the obligations under this section are imposed on all third parties that you enter contracts with for providing the Services to us and are also responsible for imposing on these third parties the obligation to impose these same obligations on their own respective contract parties.
- 5.5. If you are a sole trader or collaborate with such person, we can establish specific conditions regarding the manner of contracting, deployment and/or payment of the relevant sole trader. You shall, where requested by us, provide us with copies of documents that satisfactorily demonstrate the nature of the employment relationship or of the person's sole trader status, such being at the discretion of us.



- 5.6. You indemnify us against any liability for your obligations under tax and national insurance legislation and employment conditions claims by your employees relating to work undertaken in the context of the delivery of the Services.
- 5.7. Without incurring any liability to you, we are entitled to terminate the Contract with immediate effect and without the need for any court order, if you or any third party engaged by you are in arrears of the applicable wages, VAT, income tax, national insurance, or insurance premiums, without prejudicing any other rights and claims of us and any entitlement to compensation.
- 5.8. Notwithstanding the provisions of this section, we are at all times entitled to withhold any amounts for corporation tax, VAT, CIS, income tax and national insurance, or any interest or fines imposed in respect thereof, and to pay such amounts directly to the relevant authorities on behalf of you.