R35 APP

INSPIRED EMPLOYER SOLUTIONS LIMITED

SOFTWARE LICENCE AGREEMENT STANDARD TERMS

These are in addition to the specific contract that will be entered into by each client.

Parties

(1)   Inspired Employer Solutions Limited incorporated and registered in England and Wales with company number 04919077 whose registered office is at 2-4 Wood Street, Swindon, England, SN1 4AB **(Supplier)**

(2)   Client Company **(Customer)**

BACKGROUND

(A)   The Supplier is the entire legal and beneficial owner and licensor of certain software products and is willing to license the Customer to use the IR35 App.

Agreed terms.

1.   Interpretation

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

"Affiliates" means entities controlling, controlled by or under common control with the Supplier.

"agreement" means the terms and conditions set out in this document ("Terms and Conditions"); and Special Conditions (if any) agreed between the Supplier and the Customer. In case of conflict between the documents comprising this agreement, the documents comprising the agreement shall prevail in the following order of precedence: 1.the Contract; and 2. these Terms and Conditions.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in [London] are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

"CEST" means HMRC's Check Employment Status Tool.

"Charges" mean the fees payable by the Customer for the licensing of the Software as specified in the Contract.

"Contract" means the written agreement between the Supplier and the Customer.

"Customer" means entity specified as the Customer in the Contract.

"Competitor" shall mean a third party that is regularly engaged in the business of developing or marketing software that performs the same or similar functions as one or more of the modules of the Software licensed hereunder by the Customer.

"Control" an entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

"Documentation" means the User Guide(s) published from time to time for the relevant software on **www.ir35app.co.uk**.

"Intellectual Property Rights" patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and rights in domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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.

"IR35 App" means Inspired Employer Solutions Limited's IR35 App as described at Appendix A.

New Version: any new version of the Software which from time to time is publicly marketed and offered for purchase by the Supplier in the course of its normal business, being a version, which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.

"PSC" means Personal Service Company to be engaged by the Customer in the delivery of project works / assigned caught under the legislation governing IR35 & Off Payroll Working.

"Site": the premises from which the Customer carries out its business as stated above or as notified to the Supplier in writing from time to time.

"Special Conditions" means individually negotiated variations, amendments and/or additions to these Terms and Conditions or those in the Contract and are deemed to be included in this agreement.

"Start Date" in respect of each Software licensed means the later of (a) the date specified as the date on which access to the Software is intended to start and (b) the actual date on which access to that Software is given.

"Supplier" means Inspired Employer Solutions Limited (Company No 04919077) registered in England and Wales; registered office 2 – 4 Wood Street, Swindon SN1 4AB.

"Trial Period" means a period during which the Customer may trial the Software without charge (unless otherwise agreed), the length of which will be notified to the Customer.

"Software": means the computer programs provided though IR35 App

"Updates" mean any periodic software updates, if any, for purposes of providing minor enhancements and/or improvements, patches, fixes, or the like to the software.

"User" means personnel of the Customer authorised by the Supplier and the Customer to use the Software.

Open-Source Software: any software programs which are licensed under any form of open-source licence meeting the Open-Source Initiative's open-source definition from time to time.

Source Code Materials: the source code of the Software, and all technical information and documentation required to enable the Customer to modify and operate it.

1.2   Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3   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.

1.4   The Schedules and Annexes 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 and Annexes.

1.5   A reference to writing or written includes email.

2.   Installation and Training

2.1   The Supplier shall provide remote access to the Software to the Customer.

2.2   If required, the Supplier will ensure that appropriate User set-up instructions are available together with relevant IT support to enable the Customer to set up the App.

2.3   Initial training is provided in a workshop format. IESL will present the IR35 App to relevant staff in a class room format. The cost for the half day training module is included as part of the monthly subscription, if further training is required this will be subject to separate fees to be agreed.

3.   Software Licence

3.1   Grant

In consideration of the Charges paid/payable by the Customer to the Supplier, receipt of which the Supplier will acknowledge, the Supplier grants to the Customer a non-exclusive licence per the specific contract.

3.2   Scope of use and copying

In relation to scope of use:

(a)   for the purposes of the Software shall be restricted to use of the Software in object code form for the purpose of processing the Customer's data for the normal business purposes of the Customer (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Customer).

(b)   the Customer may not use the Software other than as specified in clause 0 and clause 3(a) without the prior written consent of the Supplier, and the Customer acknowledges that additional fees may be payable on any change of use approved by the Supplier.

(c)   the Customer may make copies of the Software outputs (for backup purposes only). Each copy made by the Customer must include the copyright/proprietary rights notice(s) embedded in and affixed to the Software. All other copying is prohibited.

(d)   except as expressly stated in this clause 3, the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Customer, unless the Supplier is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request the Supplier to carry out such action or to provide such information [(and shall meet the Supplier's

reasonable costs in providing that information)] before undertaking any such reduction.

     (e)   the Third-Party Software shall be deemed to be incorporated within the Software for the purposes of this licence (except where expressly provided to the contrary) and use of the Third-Party Software shall be subject to the Third-Party Additional Terms.

     (f)   [the Customer shall indemnify and hold the Supplier harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of any Third-Party Additional Terms howsoever arising.]

     (g)   [the Supplier may treat the Customer's breach of any Third-Party Additional Terms as a breach of this licence.]

3.2   The Customer may not use any such information provided by the Supplier or obtained by the Customer during any such reduction permitted under clause 3(e) to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

3.3   The Customer shall not:

     (a)   sub-license, assign or novate the benefit or burden of this licence in whole or in part;

     (b)   allow the Software to become the subject of any charge, lien or encumbrance; and

     (c)   deal in any other manner with any or all of its rights and obligations under this agreement, without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed.

3.4   Other Licences

The Software may be used to access and use various Supplier products and services, ("Supplier Services"). All access to and use of such Supplier Services by means of the Software, including any charges for such access and use, will be governed by the terms applicable to the relevant Supplier Services.

3.5   The Supplier may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this licence, provided it gives written notice to the Customer.

3.6   Each party confirms it is acting on its own behalf and not for the benefit of any other person.

3.7   Notwithstanding clause 6, a party assigning any or all of its rights under this agreement may disclose to a proposed assignee any information in its possession that relates to this agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this clause 3.7 shall be made until notice of the identity of the proposed assignee has been given to the other party.

3.8   The Customer shall:

(a)   keep a complete and accurate record of the Customer's copying and disclosure of the Software and its Users, and produce such record to the Supplier on request from time to time;

(b)   notify the Supplier as soon as it becomes aware of any unauthorised use of the Software by any person;

(c)   pay, for broadening the scope of the licences granted under this licence to cover the unauthorised use, an amount equal to the 10 times fees which the Supplier would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate of 5% above the Lloyds Bank PLC base from such date to the date of payment.

3.9   The Customer shall permit the Supplier to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this licence, for the purposes of ensuring that the Customer is complying with the terms of this licence, provided that the Supplier provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.

3.10   **Title**

The Customer hereby acknowledges and agrees that all rights, title and interest in and to the Software, the documentation and any other related materials are, and shall remain, vested solely in the Supplier and / or its Affiliates. The Customer shall not hold itself out as having any ownership or other rights with respect thereto.

3.11   **Trial Terms**

Save for the provisions in respect of the Charges, the terms of this agreement shall apply to the Customer during any Trial Period. If following the Trial Period, the Customers decides not to proceed with the IR35 App, then all data used until that point will remain the property of the Supplier and any future access to this information by the Customer will incur a separate cost.

4.   **Updates**

The Supplier will provide the Customer with all Updates generally made available to its Customers. The Supplier warrants that no Update will adversely affect the then existing facilities or functions of the Software.

5.   **Charges**

5.1   The Charges payable by the Customer for use of the Software will be as specified in the Contract and are exclusive of VAT and will cover the Software licence, maintenance, and agreed support services.

5.2   The charges per the Contract are payable as agreed.

5.3   The provision of any additional services by the Supplier aside from the use of the IR35 App software will be the subject of separate agreements and fees.

5.4   The Customer will pay any undisputed invoice rendered by the Supplier in full by bank transfer within 30 days.

5.5   If full payment is not made by the agreed date, the Supplier reserves (a) the right to charge interest on the outstanding balance of all overdue sums at the rate of 5% per annum above the current base rate at Lloyds Bank or the maximum interest rate permitted by law, whichever is the greater and (b) the Supplier reserves the right to withdraw access to the IR35 App without notice and all outstanding sums are paid in full. In these circumstances a reactivation fee may additionally become payable.

6.   **Confidentiality and publicity**

6.1   Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 6.2.

6.2   Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 6; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

6.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

6.4 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

7. Supplier's warranties

7.1 The Supplier warrants that the Software will conform in all material respects to the Specification for the duration the Customer remains a "live" customer. If, within the Warranty Period, the Customer notifies the Supplier in writing of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the Specification, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of this licence for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by the Supplier, or it has not been loaded onto Supplier-specified or suitably configured equipment, the Supplier shall, at the Supplier's option, do one of the following:

(a) repair the Software;

(b) replace the Software; or

(c) terminate this agreement immediately by notice in writing to the Customer and refund any of the Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided the Customer provides all the information that may be necessary to assist the Supplier in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable the Supplier to re-create the defect or fault.

7.2 Neither the Supplier, its Affiliates nor any licensors warrant that access to any Software will be uninterrupted, secure, complete or error-free.

7.3 The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer.

7.4 The Customer acknowledges that any Open-Source Software provided by the Supplier is provided "as is" and expressly subject to the disclaimer in clause 7.5.

7.5 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

8. Export and compliance with Mandatory Policies

8.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (Export Control Laws), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

8.2 Each party undertakes:

(a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and

(b) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

9. Limits of liability

9.1 Except as expressly stated in clause 9.2:

(a)   the Supplier shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

(i)   special damage even if the Supplier was aware of the circumstances in which such special damage could arise;

(ii)   loss of profits;

(iii)   loss of anticipated savings;

(iv)   loss of business opportunity;

(v)   loss of goodwill;

(vi)   loss or corruption of data;

(vii)   wasted expenditure,

provided that this clause 9.1(a) shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the terms of clause 0 or any other claims for direct financial loss that are not excluded by any of categories (i) to (vi) inclusive of this clause 9.1(a);

(b)   The Customer's exclusive remedy and the Supplier's, (its Affiliates' and/or licensors of the foregoing) entire liability whether in contract, tort (including negligence) or other wise and whether in connection with this agreement or any collateral contract under this agreement if any, for any claim(s) for specific identifiable and demonstrable damages relating to the IR35 App made against them shall be limited to the aggregate amount of the charges paid by the Customer relative to the specific aspect of the IR35 App which is the basis of the claim(s) during the 3 month period preceding the event giving rise to such claim, provided in the first instance IR35 App have had the opportunity to remedy and correct the specific aspect causing the potential issue.

(c)   None of the terms of this agreement shall operate to affect the statutory rights where this agreement is entered into as a consumer transaction; and

(d)   the Customer agrees that, in entering into this agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this agreement) that it shall have no remedy in respect of such representations and (in either case) the Supplier shall have no liability in

any circumstances otherwise than in accordance with the express terms of this agreement.

(e)   The Supplier will have no liability whatsoever for any liability of the Customer to any third party which might arise.

(f)   The Customer shall accept sole responsibility for, and the Supplier shall not be liable for the use of the Software by the Customer, or any User and the Customer shall hold the Supplier harmless and fully indemnified against any claims, costs, damages, loss and liabilities arising out of any such use.

(g)   Except for claims relating to non-payment of the Charges or improper use of the Software, no claim regardless of form which in any way arises out of this agreement may be made, nor action based upon such claim brought, by either party to this agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

(h)   **Failures not caused by the Supplier**

The Supplier will not be responsible to the extent that the Software fails to perform due to one or more of the following:

(i)   malfunction of software not provided by the Supplier;

(ii)   the malfunction of hardware;

(iii)   the Customer's negligence or fault in accurately recording the true relationship between the Customer and the PSC when completing the meeting and the CEST Tool;

(iv)   the Customer's failure to follow the instructions set forth in the Documentation;

(v)   material changes in the operating environment not authorised by the Supplier; or

(vi)   modifications to or changes in the Software not made or suggested by the Supplier.

9.2   The exclusions in clause 7.5 and clause 9.1 shall apply to the fullest extent permissible at law, but the Supplier does not exclude liability for:

(a)   death or personal injury caused by the negligence of the Supplier, its officers, employees, contractors or agents;

(b)   fraud or fraudulent misrepresentation;

(c)   breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(d)   any other liability which may not be excluded by law.

9.3   All dates supplied by the Supplier for the delivery of the Software shall be treated as approximate only. The Supplier shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

9.4   All references to "the Supplier" in this clause 9 shall, for the purposes of this clause, be treated as including all employees, subcontractors and suppliers of the Supplier and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.

10.   Intellectual property rights

10.1   The Supplier warrants to the Customer that no Software to which the Customer has subscribed, nor its features infringe any industrial or intellectual property rights of any third party.

10.2   The Customer acknowledges that all Intellectual Property Rights in the Software and any Updates belong and shall belong to the Supplier and the Customer shall have no rights in or to the Software other than the right to use it in accordance with the terms of this agreement.

10.3   Infringement claims

The Supplier undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of this agreement infringes the UK Intellectual Property Rights of a third party (Claim) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim. For the avoidance of doubt, clause 10.3 shall not apply where the Claim in question is attributable to possession or use of the Software (or any part thereof) by the Customer other than in accordance with the terms of this agreement, use of the Software in combination with any hardware or software not supplied or specified by the Supplier if the infringement would have been avoided by the use of the Software not so combined, or use of a non-current release of the Software.

10.4   The Customer shall promptly inform the Supplier if the Customer becomes aware of:

(a)   any unauthorised use of the Software;

(b)   any actual, threatened, or suspected infringement of any intellectual property of the Supplier and its Affiliates of the foregoing in the Software which comes to the Customer's notice; and

(c)   any claim by any third party coming to its notice that the Software infringes the intellectual property or other rights of any other person.

10.5   If any third party makes a Claim or notifies an intention to make a Claim against the Customer, the Supplier's obligations under clause 03 are conditional on the Customer:

(a)   as soon as reasonably practicable, giving written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;

(b)   not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);

(c)   giving the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and

(d)   subject to the Supplier providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.

10.6   If any Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Customer, the Supplier may at its sole option and expense:

(a)   procure for the Customer the right to continue to use the Software (or any part thereof) in accordance with the terms of this agreement;

(b)   modify the Software so that it ceases to be infringing;

(c)   replace the Software with non-infringing software; or

(d)   terminate this agreement immediately by notice in writing to the Customer and refund any of the Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided that if the Supplier modifies or replaces the Software, the modified or replacement Software must comply with the warranties contained in clause 7.1 and the Customer shall have the same rights in respect thereof as it would have had under those clauses had the references to the date of this agreement been references to the date on which such modification or replacement was made.

10.7 Notwithstanding any other provision in this agreement, clause 03 shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession or use of any Third-Party Software or through the breach of any Third-Party Additional Terms by the Customer.

10.8 This clause 10 constitutes the Customer's exclusive remedy and the Supplier's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 9.1.

11. Data protection

11.1 The parties shall collect and process personal data in accordance with their own respective privacy policies and data protection policies.

11.2 The parties comply with Data Protection Legislation at all times.

12. Termination

12.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(d) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

(e)   a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(f)   an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

(g)   the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

(h)   a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(i)   a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within [14] days;

(j)   any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1(b) to clause 12.1(i) (inclusive);

(k)   the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(l)   the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or

(m)   [there is a change of control of the other party (within the meaning of section1124 of the Corporation Tax Act 2010).

12.2   Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

12.3   Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

12.4   On termination for any reason:

(a)   all rights granted to the Customer under this agreement shall cease;

(b)   the Customer shall cease all activities authorised by this agreement;

(c)   the Customer shall immediately pay to the Supplier any sums due to the Supplier under this agreement; and

(d)   the Customer shall immediately destroy or return to the Supplier (at the Supplier's option) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to the Supplier that it has done so.

12.5   Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement [including clause 1, clause 6, clause 7, (except clause 7.1), clause 8, clause 9, clause 12 and the Schedules shall remain in full force and effect

13.   Waiver

13.1   A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

13.2   A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

14.   Remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15.   Entire agreement

15.1   This agreement, the schedules and the documents annexed as appendices to this agreement or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all previous and contemporaneous agreements, arrangements and understandings between them, whether written or oral, relating to that subject matter.

15.2   Each party acknowledges that, in entering into this agreement and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this agreement or not) **(Representation)** other than as expressly set out in this agreement [or those documents].

15.3 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract [as expressly provided in this agreement].

15.4 Nothing in this clause shall limit or exclude any liability for fraud.

16. Variation

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

17. Severance

17.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

17.2 If any provision or part-provision of this agreement is deemed deleted under clause 17.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed [and delivered] shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

19. Third-party rights

19.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

19.2 A person who is not a party to the specific Supplier / Customer agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

19.3 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any person that is not a party to this agreement.

20. No partnership or agency

20.1 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.

20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21. Force majeure

The Supplier shall not be liable for any delay or failure in performing hereunder if caused by factors beyond its reasonable control, such as acts of God, epidemic or pandemic, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, failure of telecommunications or Internet services, industrial or labour dispute, inability to obtain necessary supplies and the like.

22. Notices

22.1 Any notice given to a party under or in connection with these terms and conditions or the Customer specific contract shall be in writing and shall be:

(a) 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

(b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

    (i) Supplier: admin@ir35app.co.uk

    (ii) Customer: [EMAIL ADDRESS]]

22.2 Any notice shall be deemed to have been received:

    (a) if delivered by hand, at the time the notice is left at the proper address;

    (b) 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;

    (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

22.3 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. For the purposes of this clause, "writing" shall not include e-mail.

23.   Assignment

23.1   The Supplier may, upon written notice to the Customer, assign or transfer this agreement or any rights and obligations hereunder either to an Affiliate or to a third party successor to all or substantially all of the business, stock or assets of the Supplier's legal information business, in each case, without the prior consent of the Customer.

23.2   The Supplier may without the prior written consent of the Customer and without notice assign any benefit or transfer, delegate or sub-contract any of their duties and obligations under this agreement to any third party, provided that in the case of sub-contracting, the Supplier shall remain responsible for the performance by its sub-contractors of such obligations under the agreement.

23.3   Neither this agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Customer without the Supplier's prior written consent.

24.   Governing law and jurisdiction

24.1   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.

24.2   The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This licence agreement has been entered into on the date stated at the beginning of it.

Inspired Employer Solutions Limited

6th April 2023

ANNEX A   Specification

WHAT IS THE INSPIRED EMPLOYER SOLUTIONS LIMITED'S IR35 APP ("IR35 APP")?

The IR35 App has been developed taking into account current tax legislation governing IR35 and Off Payroll Working and relevant tax case law. The following will be delivered, made available and produced when using the IR35 App;

- Initial In-house training and workshops on the use of the IR35 App, to include under standing the relevant employment status considerations.

- Ongoing training and workshop needs can be delivered if required.

- Online tutorial and guidance literature of the factors which indicate employment or self-employment.

- The production of meeting notes for each relevant contact / project. When completed this will produce an IR35 indicator.

- The IR35 App integrate with HMRC's Check Employment Status Tool (CEST).

- A bespoke contract between the relevant parties for each relevant project.

- Final decision letters.

Relevant documents are distributed electronically and stored centrally. Access is available to IESL's specialist personnel and IT support.

THE MEETING NOTE / CONTRACT AND HMRC'S CHECK EMPLOYMENT STATUS TOOL ("CEST") It is imperative all documents produced reflect the reality of the contractual relationship between the Customer and the PSC in order the outcomes produced can be supported and relied upon if challenged.