

WHEREAS IT IS AGREED as follows:

IMS has requested the Contractor, and the Contractor has agreed with IMS, to provide the Services to IMS's client(s) on the terms and conditions of this Agreement.

1. DEFINITIONS

- 1.1 "AGREEMENT" means the terms and conditions set out herein together with any Assignment Schedule;
- 1.2 "ASSIGNMENT" means the period during which the Contractor provides the Services as set out in an Assignment Schedule;
- 1.3 "ASSIGNMENT SCHEDULE" means the schedule agreed between IMS and the Contractor for each Assignment containing the particulars of the Assignment and Services.
- 1.4 "CONTRACTOR" means the company introduced by IMS to the Client for an Assignment as specified in the Assignment Schedule including, but not limited to, any officer or employee of the Contractor, including the Representative.
- 1.5 "CLIENT" means the person, firm or corporate body named in the Assignment Schedule together with any subsidiary or associated company and / or any third party for whom the Contractor provides services pursuant to this Agreement;
- 1.6 "CONFIDENTIAL INFORMATION": means all trade secrets, know-how and any other information confidential to IMS or any Client, that is generally not available to the public or is not generally known in the industry in which IMS or a Client operates
- 1.7 "REGULATIONS" means the regulations and legislation related to Italian Jurisdiction.
- 1.8 "REPRESENTATIVE" means the employees, officers or representatives of the Contractor specified in the Assignment Schedule (including any substitute made in accordance with clause 11 below) who provide Services on behalf of the Contractor.
- 1.9 "RESTRICTED PERIOD" means the twelve (12) months following the Assignment;
- 1.10 "SERVICES" means the services to be performed by the Contractor for the Client pursuant to this Agreement.

2. AGREEMENT

- 2.1. The Contractor accepts IMS's offer of engagement as an independent contractor on the terms of this Agreement.
- 2.2. IMS and the Contractor will agree an Assignment Schedule (or confirm their agreement in an Assignment Schedule) specifying the Client, the fee payable by IMS, the Representative, the Services, such expenses as agreed, any notice period and any other relevant information.

3. DURATION

- 3.1. This Agreement will commence when the Contractor first begins work for IMS on an Assignment and will continue until it terminates on the end date specified in the Assignment Schedule without the need for notice unless previously terminated in accordance with this Agreement.

4. INDEPENDENT CONTRACTOR STATUS

- 4.1. This Agreement is not intended by the Parties to constitute or give rise to a contract of service or an employment contract and the Contractor acknowledges that its services are supplied to IMS as an independent contractor. Nothing in this Agreement will render any Contractor Representative an employee or a worker of either IMS or the Client. The Contractor will procure that none of its Representatives holds themselves out as an employee, worker or agent of either IMS or the Client.
- 4.2. The Contractor will be responsible for complying with all statutory and legal requirements relating to the Representative, including payment of any income tax, social contributions and / or any other taxes and deductions

payable. Neither the Contractor nor the Representative will be entitled to receive from IMS or the Client sickness pay, holiday pay or any other similar entitlement.

- 4.3. Upon the termination or expiry of this Agreement, howsoever arising, IMS will not be obliged to offer and the Contractor will not be obliged to accept any further Assignments.

5. CONTRACT OBLIGATIONS

- 5.1. The Contractor will supply to IMS a copy of the Contractors' insurance documents and evidence of the Representative's right to work in the country in which s/he will be working. IMS may withhold payment from the Contractor until it is in receipt of these documents.
- 5.2. The Contractor will at all times act in a professional manner and adhere to all applicable laws, statutes and regulations as enacted from time to time. The Contractor will ensure that while working on Assignment the Representative will follow all relevant and applicable rules and procedures of the Client.
- 5.3. The Contractor will have reasonable autonomy in determining the method of performance of the Services but in doing so will co-operate with the Client and comply with the Client's reasonable and lawful instructions. Subject to clause 11, the Contractor will ensure the Services are supplied by the Representative.
- 5.4. The Contractor will and will procure the Representative will:
 - 5.4.1. not engage in conduct detrimental to the interests of IMS or the Client, including any conduct that may bring IMS or the Client into disrepute or which results in the loss of custom or business;
 - 5.4.2. where required, provide and insure at its own cost any necessary equipment required for the performance of the Services, making sure that any computer equipment and software which it provides contains up-to-date anti-virus protection;
 - 5.4.3. furnish the Client and/or IMS with any progress reports as may be requested from time to time; and
 - 5.4.4. notify IMS forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
- 5.5. The Contractor will bear the cost of any training that its Representative may require in order to perform the Services.

6. WARRANTIES

- 6.1. The Contractor warrants and represents that:
 - 6.1.1. the Services will be performed with a high degree of professional skill and care and that the Representative has the necessary experience, training, qualifications and any other authorizations which the Client considers are necessary, or which are required by law or by any professional body to provide the Services for the period of the Assignment. The Contractor will, on request, provide proof of compliance with this clause;
 - 6.1.2. that pre-employment checks have been carried out in relation to each Representative and all statements, whether oral or written, made by it and/or any Representative provided in the performance of the Services during the Assignment, regarding experience, training, qualifications and any relevant or necessary authorization are true and accurate; and
 - 6.1.3. by entering into and performing its obligations under this Agreement that neither it nor the Representative will thereby be in breach of any obligation that owed to any third party.

7. SERVICE HOURS

- 7.1. The Contractor will procure that the Representative works such hours as are necessary to perform the Services and that the Representative will not unreasonably fail to provide the Services during hours required by the Client for the proper performance of the Services. Where minimum hours are specified in the Assignment Schedule, the Contractor warrants that it will procure that the Representative will work for such minimum hours.
- 7.2. If the Contractor and/or the Representative is unable or unwilling for any reason to undertake the Services the Contractor should inform IMS by no later than 1 day before the first day of incapacity.

8. TIMESHEETS

- 8.1. The Contractor will notify IMS in writing of all and any hours worked on Assignment by the Representative(s) including any hours worked over and above those outlined in the Assignment Schedule by completing timesheets. Timesheets will be completed in the format dictated by IMS and submitted in accordance with the directions of IMS.
- 8.2. The Contractor will obtain the signature or electronic approval of an authorised representative of the Client for each timesheet. The Contractor will promptly notify IMS if he becomes aware of any issue that may delay an authorised representative of the Client approving a timesheet.
- 8.3. Timesheets must be submitted within one (1) month of the period to which they relate or as otherwise directed in writing by IMS. Save where the Regulations apply, IMS's obligation to pay the Contractor for the Services is conditional upon the submission of timesheets by the Contractor and invoices being raised in accordance with clause 9. IMS will not pay any timesheets or expense items that are not submitted within one month of the period they relate to.
- 8.4. The Contractor acknowledges that timesheets must be completed accurately warrants that the hours it records on the timesheet are true and accurate. Timesheets must be completed for the week or month or period in which the work was completed. Time may not be split or apportioned across timesheets. False completion of a timesheet will constitute fraud and will result in immediate termination of the Agreement.

9. INVOICES

- 9.1. IMS will issue self-billed invoices for all supplies made to them by the Contractor during the term of this Agreement. The self-billed invoices will show the Contractor's name, address and VAT registration number, together with all other required details so as to constitute a full VAT invoice.
- 9.2. The Contractor agrees to accept invoices raised by IMS on their behalf during the term of this Agreement and not to raise sales invoices for the transactions covered by this Agreement. The Contractor further agrees to immediately notify IMS of any change to its VAT registration number or if it ceases to be VAT registered or ceases to trade.
- 9.3. IMS agrees to make a new self-billing agreement in the event that the Contractor's VAT registration number changes and to inform the Contractor if the issue of self-billed invoices will be outsourced to a third party.

10. PAYMENT

- 10.1. Subject to the issue of a self-bill invoice in accordance with clause 9 and subject to clauses 10.4 and 22.8, IMS will pay the Contractor for the Services in accordance with the fees specified in the Assignment Schedule. Payment will only be made for time worked supported by client approved timesheets. The payment claimed on an invoice must correspond exactly to time approved on the accompanying timesheet. No payment will be made for any period during which the Contractor failed to provide Services.
- 10.2. Save as provided for in clauses 10.4 and 22.8, all payments will be made to the Contractor within one month of receipt of a valid invoice or as otherwise specified in the Assignment Schedule.
- 10.3. The Contractor will not be entitled to claim any expenses from IMS or the Client unless the Assignment Schedule specifically provides otherwise and the expenses have first been authorized in writing by the Client. In

any event IMS will have no obligation to pay the Contractor in respect of any expenses until the corresponding payment has been paid to IMS by the Client. The Contractor shall, on request, provide receipts in relation to invoiced expenses and IMS may withhold payment of expenses subject to receiving such receipts. VAT on expenses must be shown separately.

- 10.4. IMS may delay payment of the Contractor's invoices where it has reason to believe that the Client may not pay some or all of IMS's invoices. IMS will withhold payment until such time as the Client has settled IMS's invoices. IMS will use prompt and reasonable endeavors to obtain payment from the Client.
- 10.5. The Contractor shall be responsible for any Income Tax and National Insurance Contributions or equivalent and any other taxes and deductions payable in respect of the Representative.
- 10.6. Payment does not constitute an acknowledgement that the Services were provided in accordance with this Agreement, or were of a satisfactory quality.
- 10.7. IMS will not charge either the Contractor or the Representative for work-finding services.

11. SUBSTITUTION

- 11.1. Save as otherwise stated in this Agreement, the Contractor and/or the Representative will be entitled to supply services to any third party during the term of this Agreement provided that there is no conflict of interest and that this is not to the detriment of the supply of the Services to the Client.
- 11.2. The Contractor may substitute the named Representative in the Assignment Schedule provided that:
 - 11.2.1. the Services remain as detailed in the Assignment Schedule;
 - 11.2.2. IMS is satisfied that the proposed substitute possesses all qualifications, experience, skills, resources and authorizations needed by the Client or required by law to fulfil the Services;
 - 11.2.3. the proposed substitute passes all relevant security checks;
 - 11.2.4. no delay or reduction in quality will occur due to the lack of technical or Client knowledge held by the substitute; and
 - 11.2.5. if requested by IMS, the Contractor provides the replacement Representative free of charge for up to ten (10) working days to effect a handover of the Services.
- 11.3. Subject to clause 11.2, subcontracting to third parties is not allowed without the prior written consent of IMS. A breach of this clause by the Contractor will entitle IMS to cancel the Agreement and claim damages.

12. LIABILITY

- 12.1. TO THE EXTENT PERMITTED IN LAW, THE CONTRACTOR WILL INDEMNIFY AND HOLD IMS HARMLESS FROM ANY DAMAGE, INJURY (INCLUDING INJURY TO THE REPRESENTATIVE), LOSSES OR COSTS, WHETHER ARISING DIRECTLY OR INDIRECTLY, RESULTING FROM THE SUPPLY OF SERVICES TO THE CLIENT, ANY BREACH OF THIS AGREEMENT, OR ANY DELIBERATE OR NEGLIGENT ACT OR OMISSION, BY THE CONTRACTOR AND / OR THE REPRESENTATIVE.
- 12.2. WHERE THE CONTRACTOR OR REPRESENTATIVE IS IN BREACH OF THIS AGREEMENT WHICH RESULTS IN THE CLIENT TERMINATING ITS AGREEMENT WITH IMS OR ANY SPECIFIC ASSIGNMENT, THE CONTRACTOR WILL, WITHOUT PREJUDICE TO ANY OTHER REMEDY OF IMS, INDEMNIFY IMS FOR ANY RESULTANT DAMAGE AND LOSS, INCLUDING LOSS OF PROFIT RELATING TO THE REMAINING PORTION OF THE ASSIGNMENT.
- 12.3. THE CONTRACTOR WILL BE LIABLE FOR ANY DEFECTS OR DEFICIENCIES ARISING IN RELATION TO THE SERVICES PERFORMED UNDER THE AGREEMENT AND WILL, WHERE REQUESTED, RECTIFY AT ITS OWN COST AND IN ITS OWN TIME SUCH DEFECTS OR DEFICIENCIES AS MAY BE CAPABLE OF REMEDY WITHIN A REASONABLE PERIOD FROM SUCH REQUEST.
- 12.4. IF ANY PERSON SHOULD SEEK TO ESTABLISH ANY LIABILITY OR OBLIGATION UPON IMS OR THE CLIENT ON THE GROUNDS THAT THE REPRESENTATIVE IS AN EMPLOYEE OR WORKER OF IMS OR THE CLIENT, THE CONTRACTOR WILL INDEMNIFY IMS AND/OR THE CLIENT IN RESPECT

OF ANY SUCH LIABILITY AND ANY RELATED COSTS, EXPENSES OR OTHER LOSSES WHICH IMS OR THE CLIENT MAY INCUR AS A CONSEQUENCE. FURTHERMORE, THE CONTRACTOR HEREBY INDEMNIFIES IMS AGAINST ANY LIABILITY IN RESPECT OF TAXATION, SOCIAL COSTS OR RELATED FINES, PENALTIES OR INTEREST RELATING TO THE REPRESENTATIVE WHICH MAY BE INCURRED BY IMS AS A RESULT OF THIS AGREEMENT.

- 12.5. SAVE IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, TO THE EXTENT PERMITTED AT LAW, IMS IS NOT LIABLE TO THE CONTRACTOR OR THE REPRESENTATIVE FOR ANY LOSS, EXPENSE, DAMAGE OR DELAY HOWSOEVER ARISING (WHETHER DIRECTLY OR INDIRECTLY) IN CONNECTION WITH THIS AGREEMENT.
- 12.6. EXCEPT AS PROVIDED IN CLAUSE 12 ABOVE, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSS.
- 12.7. THE CONTRACTOR AND/OR REPRESENTATIVE WAIVE ALL RIGHTS OF SUBROGATION VS. IMS OR ITS CLIENT FOR DAMAGES CAUSED BY ANY PERIL

13. INSURANCE

- 13.1. The Contractor will procure and maintain for the duration of any Assignment:
 - 13.1.1. a liability, employer, professional and illness insurance enough to cover for eventual expenses up to €3.000.000, unless otherwise specified.
 - 13.1.2. any other reasonably necessary policies of insurance as may be required to adequately cover the Contractor, the Representative and the provision of the Services. IMS may specify in the Assignment Schedule that an alternative level of insurance cover is required.
 - 13.1.3. IMS shall not be held responsible for any damage, injury, death, business loss or other eventual compensation asked by the Client caused by the Contractor or its Representative.
- 13.2. The Contractor will make a copy of the above policies available to IMS prior to the commencement of the Services and upon request.
- 13.3. The Contractor shall be responsible for ensuring appropriate medical and repatriation insurance cover is in place for the Representative if the Services are provided offshore or outside the Representative's home country of residence.

14. TERMINATION OF THE AGREEMENT

- 14.1. IMS may terminate this Agreement and/or any Assignment without liability to the Contractor and/or the Representative with immediate effect on any date prior to the commencement of the Services.
- 14.2. 14.2 Unless otherwise stated in the Assignment Schedule, either party may terminate this Agreement without cause prior to the completion of the Services by giving not less than four (2) weeks' notice in writing..
- 14.3. 14.3 Notwithstanding clause 14.2 above, IMS may without notice and without liability terminate this Agreement where:
 - 14.3.1. the Contractor and/or any Representative is guilty of any fraud, dishonesty or serious misconduct or is for any other reason considered unsatisfactory to the Client;
 - 14.3.2. the Contractor has committed any serious or persistent breach of any of its obligations under this Agreement;
 - 14.3.3. the Client believes the Contractor and/or its Representative is incompetent or has been negligent in the performance of the Services;
 - 14.3.4. the Client believes that the Contractor has failed to observe the confidentiality provisions set out in clause 16;
 - 14.3.5. IMS receives any information regarding the unsuitability of the Contractor or the Representative to provide the Services in the course of the Assignment;
 - 14.3.6. the Contractor becomes insolvent, goes into administration, is dissolved or is subject to a winding up petition;
 - 14.3.7. performance of the Services is prevented by the incapacity of the Representative and the Contractor is unable to provide a replacement acceptable to IMS;
 - 14.3.8. IMS has reason to believe the Client may not be able to pay any or all of IMS's invoices; or
 - 14.3.9. the agreement between IMS and the Client is terminated.

15. INTELLECTUAL PROPERTY

- 15.1. The Contractor warrants that all copyright, title and interest of whatever nature and all other intellectual property rights in original work prepared for the Client or produced by any Representative on behalf of the Contractor in connection with the Agreement will vest in and remain the property of the Client. The Contractor and/or the Representative will take any action the Client reasonably requires in order to effectively vest such rights in the Client
- 15.2. The Contractor warrants that the Services provided are not in breach of the intellectual property rights of any third party and will indemnify IMS and/or the Client against all and any actions, claims, costs, expenses, damages, demands and liabilities whatsoever and however incurred arising out of any claim that the use or possession of work performed or delivered by the Contractor or the Representative in connection with this Agreement infringes the intellectual property rights of any third party.

16. CONFIDENTIALITY

- 16.1. Save where required by law, the Contractor will not and will procure that the Representative will not at any time, whether during or after the Assignment, disclose to any person or make use of any Confidential Information of IMS and/or the Client. The Contractor will, and will procure that the Representative will, both during and after the Assignment, keep confidential the rates paid to the Contractor by IMS.
- 16.2. All information received after the signature of the present agreement, regarding the project, the client or the colleagues, including their references and contact information, will not be used after the Assignment nor during the Assignment for any conduct detrimental to the interests of IMS or the Client.
- 16.3. The Contractor and/or Representative will not, at any time, be entitled to disclose to the colleagues and/or to the client, information regarding the payment.
- 16.4. The Contractor acknowledges that any disclosure of confidential information in breach of clause 16.1, 16.2 and 16.3, may entitle IMS and/or the Client to injunctive relief in addition to any and all other remedies.

17. DATA PROTECTION

- 17.1. The Contractor and Representative acknowledge that personal data relating to the Contractor and Representative will be processed by IMS, the Client and any relevant third parties in accordance to the GDPR for the purpose related to the execution of the Agreement. The Contractor and Representative understand that in providing the Services, the Client, or anyone processing data on behalf of the Client, may transfer personal data relating to the Contractor and Representative outside the European Economic Area. The Contractor and Representative expressly consent to such processing (including any such transfer) on the understanding that any personal data is processed fairly and lawfully in accordance with the *GDPR*.

18. RESTRICTION

- 18.1. Save where the Regulations apply, the Contractor will not, and will procure that the Representative will not, whether directly or indirectly through any company, partnership or person, solicit nor enter into any contract with the Client or with any third party introduced to the Contractor or the Representative by the Client, to provide any services of the same or a similar nature to the Services during the Assignment or during the Restricted Period without IMS's prior written consent, such consent may be withheld at IMS's absolute discretion or granted subject to any conditions IMS may wish to impose.

19. OCCUPATIONAL HEALTH AND SAFETY

- 19.1. The Contractor will ensure the Representative complies with any statutory or other reasonable rules or obligations including but not limited to those relating to health and safety, site security and IT usage during the Assignment to the extent that they are applicable while

performing the Services and to take all reasonable steps to safeguard its own safety, the safety of the Representative and the safety of any other person who may be affected by its actions during the Assignment.

20. SANCTIONS

- 20.1. Except with IMS's prior written approval, the Contractor and/or the Representative will not during the term of this Agreement travel to and/or supply Services in or for any country, or to any business, client or person, that is subject to any sanction or embargo, whether issued by the European Union, the United Kingdom, the United Nations and/or the United States of America or any other country or body.
- 20.2. In the event that the Client requests the Contractor or its Representative to commit any act that would or might cause the Contractor to breach the provisions of clause 20.1 the Contractor will immediately notify IMS and will immediately refrain from carrying out such action. The Contractor acknowledges that failure to notify or to observe the provisions of this clause 20 may render the Contractor and/or the Representative liable to criminal proceedings.

21. ANTI-CORRUPTION

- 21.1. IMS conducts its business to the highest standards and upholds all relevant legislation to counter bribery and corruption in the jurisdictions in which it operates. To this end the Contractor and/or the Representative confirms to IMS that it will not offer, give or agree to give any gift or other consideration to any employee or other representative of IMS or any other person, which could be perceived as an inducement or a reward for any act or failure to act connected to the award or performance of this Agreement.
- 21.2. The Contractor and/or the Representative will not enter into this Agreement if it is aware that any money has been, or will be, paid to any person working for or engaged by either party, unless any such arrangement constitutes bona fide payment for the Services or has been disclosed to IMS in writing prior to the conclusion of the Agreement. The Contractor and/or the Representative will notify IMS in writing of any foreign public official employed or engaged by it in connection with this Agreement
- 21.3. The Contractor and/or the Representative will maintain adequate books and records with regard to all relevant transactions and grant IMS such rights of audit as may be reasonable to verify compliance with the provisions of this clause. If so requested will provide IMS with an annual compliance certification in respect of the above.

- 21.4. The Contractor and/or the Representative will notify IMS of any contravention of this clause 21.

22. GENERAL

- 22.1. This Agreement constitutes the entire agreement between IMS and the Contractor, and supersedes all previous agreements in relation to the subject matter hereof and governs all Assignments undertaken by the Contractor. The Contractor warrants that, in agreeing to enter into this Agreement, it has not relied on any statement or representations made by IMS or the Client.
- 22.2. Headings contained in this Agreement are for reference purposes only and do not affect the intended meanings of the clauses to which they relate. Unless the context otherwise requires references to the singular include the plural.
- 22.3. No variation or alteration to this Agreement will be valid unless the details of such variation are agreed between IMS and the Contractor and set out in writing and signed by both parties if any provision, clause or part-clause of this Agreement is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of this Agreement will remain in full force and effect to the extent permitted by law.
- 22.4. Any failure by IMS to enforce at any particular time any one or more of this Agreement will not be deemed a waiver of such rights or of the right to enforce this Agreement subsequently.
- 22.5. If there is a conflict between these terms and the Assignment Schedule, the Assignment Schedule will take precedence.
- 22.6. The obligations under clauses 12, 15, 16 and 18 will remain in force beyond the expiration or termination of this Agreement.
- 22.7. IMS may deduct from payments due to the Contractor any overpayment made, any sums due under any indemnity given under the Agreement or any amounts payable as a result of a breach of this Agreement.

23. GOVERNING LAW AND JURISDICTION

- 23.1. This Agreement shall be construed in accordance with the laws of Italy and all disputes, claims or proceedings between the parties shall be settled by arbitration in accordance with the rules of the national and international arbitration Chamber of Milan, by sole arbitrator appointed in accordance with the rules of the arbitration Chamber and subject to the exclusive jurisdiction of the Italian jurisdiction.

Signed for and on behalf of - THE CONTRACTOR

Company number: -

Registered address: -.

SIGNED _____
PRINT NAME _____
TITLE _____
DATE _____

SIGNED _____
PRINT NAME _____
TITLE _____
DATE _____