

Crimson Crab

Subcontractor Agreement

To protect your interests please read this document carefully before committing to it as it is legally binding.

This agreement is made between: "Crimson Crab" and "the Subcontractor"

1 Definitions and Interpretation

- 1.1 In this Agreement the following terms have the following meaning:
- 1.2 **"Confidential Information"** Any information relating to a business, including but not limited to products, affairs and finances and trade secrets including technical data and know-how relating to the business or any business contacts and any affiliated companies or subsidiaries;
- 1.3 **"Crimson Crab"** Crimson Crab Limited (a company registered in England and Wales number 07740349) whose registered office is The Old Surgery, 19 Mengham Lane, Hayling Island, Hampshire, PO11 9JT;
- 1.4 **"Intellectual Property"** Any and all patents, trade marks, service marks, copyright, moral rights, rights in design, know-how, Confidential Information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether now or in the future subsisting in the United Kingdom or any other part of the world together with all or any goodwill and accrued rights of action;
- 1.5 **"Personal Data"** Data as defined in Section 1 of the Data Protection Act 1998;
- 1.6 **"Reputation Academy"** The Crimson Crab business support process;
- 1.7 **"Reputation Advocate"** A business entity operating under the Crimson Crab Reputation Advocate banner with a current signed agreement;
- 1.8 **"Staff"** Any person whether paid or unpaid and whether or not employed by the Subcontractor who is engaged in the delivery of the services on behalf of the Subcontractor and includes the Subcontractor where the Subcontractor is an individual.
- 1.9 **"The Subcontractor"** An individual or business that agrees to perform services on behalf of Crimson Crab for clients of Crimson Crab
- 1.10 Also:
 - 1.10.1 words with the singular meaning include the plural and vice versa;
 - 1.10.2 reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
 - 1.10.3 reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind

and however constituted and their successors and permitted assignees or transferees;

- 1.10.4 the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”.

2 The Services

- 2.1 The Subcontractor will provide technical expertise and services within its professional discipline.
- 2.2 Crimson Crab is under no duty or obligation to provide the Subcontractor with work at any time or of any nature.
- 2.3 The Subcontractor is under no duty or obligation to accept any offer of work received from Crimson Crab other than that provided for under this Agreement.
- 2.4 Crimson Crab is entitled to offer work to, and engage the services of, any other party who provides the same or similar Services as the Subcontractor.
- 2.5 Within 12 months of the end of the delivery of any Services under this Agreement the Subcontractor may not carry out its Services for a Client of Crimson Crab following any contact with that Client as a consequence of this Agreement. This term survives the termination of the agreement for whatever reason.
- 2.6 Otherwise the Subcontractor is entitled to carry out its services for any other party, except where to do so would, for whatever reason and including especially a conflict of interest, detrimentally affect the Subcontractor’s ability to provide Services on behalf of Crimson Crab as agreed under this Agreement.

3 Independence

- 3.1 Crimson Crab and the Subcontractor are independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless expressly agreed to in writing by both parties.
- 3.2 The relationship between Crimson Crab and the Subcontractor is limited to the performance of the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as to create a partnership between the parties or to authorise either of party to act as a general agent for the other, or to permit either party to bind the other except as set out in this Agreement, or to borrow money on behalf of the other or to use the credit of either party for any purpose.
- 3.3 The Subcontractor must keep Crimson Crab indemnified in full against all direct, indirect and consequential liabilities (including, but not limited to, loss of profits, loss of business and loss of contracts), loss, damages, injury, costs and expenses (including legal and professional fees) awarded against or paid by Crimson Crab in connection with any claim made against Crimson Crab in the event that Crimson Crab is held to be

acting as the Subcontractor's agent or otherwise arising from the Subcontractor's breach of these terms.

- 3.4 The Subcontractor may not describe the relationship with Crimson Crab in any terms other than as a bona fida sub contractor without prior written consent from Crimson Crab as to the form of wording for each such use.
- 3.5 This term survives the termination of the agreement for whatever reason.

4 Price

- 4.1 The price for the provision of the Services is as agreed from time to time in writing between the parties.
- 4.2 The price shall include all tax implications including VAT, time charges, disbursements, overheads and expenses.
- 4.3 All agreed occasions of Service delivery should be invoiced to Crimson Crab on a monthly basis.
- 4.4 Payment of the price, inclusive of VAT (if applicable), shall be made on or before the 14th day after the date a valid invoice is received by Crimson Crab.
- 4.5 The parties agree that the Subcontractor is responsible for payment of any taxes or national insurance arising from the performance of, and remuneration for, the Services.
- 4.6 The Subcontractor agrees that it will indemnify Crimson Crab in respect of all liability for taxes and National Insurance contributions including, but not limited to, Income Tax, Corporation Tax and Capital Gains Tax arising out of the performance of the Services.
- 4.7 Crimson Crab may set-off against the price (including any applicable VAT payable) amounts due from the Subcontractor whether under this Agreement or otherwise.

5 Standard of work

- 5.1 The Subcontractor shall provide the Services in a good and competent manner and to the standard of skill and care reasonably expected of skilled and experienced providers of such services. Information provided must be to the highest professional standards.
- 5.2 If the Service is not undertaken in accordance clause 5.1 then it must be rectified at the Subcontractor's own expense and a sum may be retained from the price until rectification is completed to the satisfaction of Crimson Crab.
- 5.3 Failure to rectify the work to a satisfactory standard will mean that the Subcontractor will be liable to Crimson Crab in respect of the full cost of alternative service provision to the Client and all fees and expenses reasonably incurred by Crimson Crab.

6 Statutory Regulation

- 6.1 This Agreement is subject to all current and future statutory provisions, legislation including but not limited to the Data Protection Act 1998, the Human Rights Act 1998 and the Equality Act 2010.

7 Health and Safety

- 7.1 The Subcontractor shall ensure that safe systems of work and working practices are implemented and with which they fully comply at all times in the performance of the Services and shall take all reasonable steps to avoid risk of injury or ill health to its employees, the staff of Crimson Crab, the Client or otherwise, resulting from the provision of the Services.

8 Intellectual Property and Copyright

- 8.1 Crimson Crab retains ownership of all Intellectual Property rights in all documents provided by Crimson Crab in connection with or arising out of this Agreement. The Subcontractor may obtain or make at their own expense any further copies required solely for use by them or their representatives only as necessary to provide the Services and always subject to the provisions of this clause.
- 8.2 The Subcontractor agrees that the Intellectual Property Rights in any, and all documents, drawings, designs, data or other material in any format created by the Subcontractor in the course of and for the purpose of providing the Services are assigned to Crimson Crab.
- 8.3 The Subcontractor shall indemnify Crimson Crab against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that such liabilities have resulted directly from Crimson Crab's failure properly to observe its obligations under this Clause.
- 8.4 Otherwise each of the parties retains ownership of its own Intellectual Property and such material may not be copied, reproduced or redistributed. In particular it must not be exploited for commercial gain or to cause loss (including loss of profit) to the other party, unless separately agreed in writing.
- 8.5 This clause survives the termination of this Agreement for whatever reason.

9 Confidentiality and information security

- 9.1 Whilst Confidential Information is in possession of either party it is agreed that appropriate and reasonable technical and organisational measures will be taken to protect it against accidental loss, unauthorised disclosure, destruction or damage.
- 9.2 Both parties agree not to use, sell, market, or disclose it to any third person, firm, corporation, or association for any purpose, without the others express written authorisation, other than to employees and advisor's for the purpose of the the discharge of any duties under this agreement.
- 9.3 Third party disclosures, including those to employees and advisor's, will only be made if the third party agrees to be bound by the terms of this agreement in writing.

- 9.4 Each party agrees to be liable to the other for any loss or damage caused by any use made of confidential Information by any person provided with copies or to whom it has been disclosed. This does not apply to;
- 9.4.1 any authorised use or disclosure; or
 - 9.4.2 disclosure required by law; or
 - 9.4.3 to any information which is already in (or comes into) the public domain otherwise than through unauthorised disclosure.
- 9.5 On termination of this agreement and on receipt of a written request both parties agree (within one month of receipt of the written request) to:
- 9.5.1 return all hard copies of documents and all samples or other items from which Confidential Information can be acquired that, at the time of the receipt of the notice, are in our possession and, or
 - 9.5.2 securely delete and provide written confirmation of this, electronic copies of documents from which Confidential Information can be acquired that, at the time of the receipt of the notice, are in our control.
- 9.6 These obligations continue with respect to each item of the Confidential Information following the termination of the business relationship between us, and such obligations shall not terminate until such item shall cease to be secret and confidential and shall be in the public domain, unless such has occurred as a result of wrongful conduct by either of us or our advisers agents, servants, officers, or employees.
- 9.7 We both consent to the holding and processing of data for legal, personnel, administrative and management purposes.
- 9.8 Crimson Crab uses cloud based subcontractor management software to carry out diligence on all its subcontractors. You consent to your details being added to the system and you receiving emails solely for the purpose of carrying out such diligence.

10 Data Protection

- 10.1 The Subcontractor acknowledges that Crimson Crab is subject to obligations under the Data Protection Act and may only use, process and disclose any Personal Data acquired as a consequence of this agreement in accordance with Crimson Crabs instructions.
- 10.2 The Subcontractor agrees to process Personal Data that it acquires from Crimson Crab as a consequence of this Agreement in line with the principles of data protection and to:
- 10.2.1 process it fairly and lawfully and for no other purposes than to complete the specific Service.
 - 10.2.2 not transfer it to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of Personal

Data and undertakes to actively carry out appropriate due diligence to establish this fact.

- 10.2.3 take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and to take reasonable steps to ensure compliance with those measures.
 - 10.2.4 hold the Personal Data for only as long as necessary to perform the individual Service under this Agreement and then to securely delete or destroy it.
 - 10.2.5 keep the Personal Data up to date and maintain its accuracy.
- 10.3 If the handling of Personal Data is outsourced in any way by the Subcontractor, the Subcontractor undertakes to:
- 10.3.1 notify Crimson Crab in writing.
 - 10.3.2 choose a data processor providing sufficient guarantees in respect of the technical and organisational security measures governing the processing to be carried out and
 - 10.3.3 take reasonable steps to ensure compliance with those measures
 - 10.3.4 have in place a written contract which stipulates that the personal data will only be processed on the instructions of the Subcontractor and that appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data will be taken
- 10.4 The Subcontractor shall, at no additional cost to Crimson Crab co-operate promptly with Crimson Crab's reasonable requests for assistance in complying with its obligations.
- 10.5 Where the Subcontractor is required to provide Crimson Crab with information there shall be no charge for the provision of the information.
- 10.6 The Subcontractor shall not respond directly to a request for information relating to this Agreement unless it is expressly authorised to do so by Crimson Crab or is required to do so by Law.
- 10.7 The Subcontractor shall ensure that it and any of its representatives notify Crimson Crab in writing of all requests for information relating to this Agreement that it receives, as soon as practicable and in any event within two working days of receiving such a request.
- 10.8 Subject to the Subcontractor's legal obligations, the Subcontractor shall at no additional cost to Crimson Crab permit Crimson Crab access to all information it holds in relation to this Agreement as reasonably required from time to time.

11 Indemnity and Insurance

- 11.1 The Subcontractor agrees to indemnify and keep Crimson Crab indemnified from and against any loss, damage, damages actions, claims, demands, proceedings, costs, charges, expenses or other liability (whether criminal or civil) suffered or incurred by Crimson Crab resulting from its obligation under this Agreement including:
- 11.1.1 any act, neglect or default of the Subcontractor or its staff or agents (if any);
 - 11.1.2 breaches in respect of any matter arising from the supply of any goods or service resulting in a successful claim by any third party.
- 11.2 The Subcontractor shall be liable for and shall indemnify Crimson Crab in respect of any liability, loss, claim or proceeding whatsoever whether arising in common law or by statute, in respect of personal injuries to or death of any person arising out of or in the course of or caused by the performance of this Agreement or the use of any goods unless due to any neglect of Crimson Crab or of its officers or employees.
- 11.3 The Subcontractor shall secure and maintain public liability insurance with a limit of not less than £2,000,000 for any one occurrence, unlimited in the aggregate.
- 11.4 The Subcontractor shall hold Employer's Liability insurance in respect of staff in accordance with any legal requirement from time to time in force.
- 11.5 The provisions of any insurance or the amount of cover shall not relieve the Subcontractor of any liabilities under this Agreement.
- 11.6 The Subcontractor shall indemnify Crimson Crab in respect of any direct loss incurred by Crimson Crab in the performance of the Services in consequence of any negligent act or omission committed by any person or organisation acting on behalf of the Subcontractor.
- 11.7 If the Services are those to which professional indemnity insurance normally applies, the Subcontractor shall maintain professional indemnity insurance.
- 11.8 No policy of insurance required to be maintained by the Subcontractor shall be subject to an excess or deductible in excess of the amount (if any) disclosed to and agreed by Crimson Crab in writing prior to the date of this Agreement.
- 11.9 As and when reasonably requested by Crimson Crab, the Subcontractor shall provide Crimson Crab with copies of current insurance certificates or other evidence demonstrating to the satisfaction of Crimson Crab that the Subcontractor complies with the requirements of this clause.

12 Liabilities

- 12.1 Crimson Crab shall not be liable for any loss or damage arising from the performance of the Services that amount to a variation of the Services agreed under this Agreement unless such variation has been pre agreed.
- 12.2 Crimson Crab shall not be liable for any indirect or consequential loss suffered by the Subcontractor due to a breach of this Agreement by the Subcontractor.

12.3 Time is of the essence in relation to performance of the Services, and Crimson Crab shall not be liable for any losses incurred by the Subcontractor as a result of a failure to perform the Services within any indicated time frames.

12.4 Neither party shall exclude liability for death, personal injury or fraud.

13 Force Majeure

13.1 It is accepted that neither party is liable for failure to perform its obligations if it is as a result of an event beyond the parties reasonable control. Neither party is entitled to terminate this Agreement in such circumstances.

14 Term and Termination

14.1 The Subcontractor may terminate this Agreement if Crimson Crab:

14.1.1 commits a serious breach of the terms which it fails to remedy within thirty days of receipt of written notice from the Subcontractor specifying the breach and requesting remedy (on written notice to Crimson Crab following the end of the thirty day period);

14.1.2 fails to make any outstanding payment within fifteen days of receiving written notice from the Subcontractor that the payment is late (on written notice to Crimson Crab following the end of the fifteen day period);

14.1.3 has a receiving order made against it, or makes any arrangement with its creditors (immediately on written notice).

14.2 Crimson Crab may terminate this Agreement if the Subcontractor:

14.2.1 persistently neglects, fails or refuses to perform the agreed Services to Crimson Crab's reasonable satisfaction (immediately on written notice);

14.2.2 acts in any way materially contrary to Crimson Crab or the Client's interests whilst providing the Services (immediately on written notice);

14.2.3 commits a serious breach of the terms, which the Subcontractor fails to remedy within fifteen days of receipt of written notice from Crimson Crab specifying the breach and requesting remedy (on written notice at any time following the end of the fifteen day period);

14.2.4 is involved in any regulatory actions, civil or criminal proceedings or any other acts or omissions in respect of which may, in the sole opinion of Crimson Crab, be prejudicial to Crimson Crab or the Client, or bring Crimson Crab, the Client, the Reputation Academy or a member of the Reputation Academy or a Reputation Advocate into disrepute (immediately on written notice) the Subcontractor agrees to inform Crimson Crab of any such circumstances within two working days of the matter coming to the attention of the Subcontractor;

- 14.2.5 becomes insolvent or make an assignment for the benefit of creditors (immediately on written notice).
- 14.3 The termination of this Agreement for whatever reason will be without any compensation or damages to the Subcontractor. Termination does not remove the rights of either party to recover damages from the other.
- 14.4 The Subcontractor will be liable to Crimson Crab in respect of the full cost of alternative service provision for a Client and all fees and expenses reasonably incurred by Crimson Crab up to the date of termination. Any outstanding balances must be settled in full on termination or if not available at that time when they do become available and invoiced to the Subcontractor.
- 14.5 The term of this Agreement is three Months. It will be automatically renewed on a rolling basis unless either party gives the other party at least thirty days' written notice that they wish to terminate this agreement.

15 Dispute Resolution

- 15.1 The parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between senior executives of the parties, who have authority to settle the same.
- 15.2 If the matter is not resolved by negotiation within 30 days of receipt of a written 'invitation to negotiate', the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure, or in default of agreement, through an ADR procedure as recommended to the parties by the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators.
- 15.3 If the matter has not been resolved by an ADR procedure within 60 days of the initiation of that procedure, or if any party will not participate in an ADR procedure, the dispute may be referred to arbitration by any party. The seat of the arbitration shall be England and Wales. The arbitration shall be governed by both the Arbitration Act 1996 and Rules as agreed between the parties. Should the parties be unable to agree on an arbitrator or arbitrators, or be unable to agree on the Rules for Arbitration, any party may, upon giving written notice to other parties, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators for the appointment of an Arbitrator or Arbitrators and for any decision on rules that may be necessary.
- 15.4 Nothing in this clause shall be construed as prohibiting a party or its affiliate from applying to a court for interim injunctive relief.

16 General

- 16.1 This agreement constitute the entire agreement between us. It supersede all prior communications, agreements and understandings relating to the subject matter.

- 16.2 Clause headings are for ease of reference only and do not affect the interpretation of this Agreement.
- 16.3 Any amendments to these terms and conditions will be recorded on this Agreement and signed by both parties otherwise they will be void.
- 16.4 Any notices required by this Agreement will be sent to the signatories by electronic mail or a letter sent by registered post or recorded delivery. Any notices served shall be deemed to be effective on actual receipt by the receiving party, who shall acknowledge receipt within two working days of the date of receipt.
- 16.5 The agreement is governed by English Law and the English Courts have exclusive jurisdiction.
- 16.6 Neither party intends by virtue of the Contracts (Rights of Third Parties) Act 1999 that any of the terms should be enforceable by a person who is not a party to it.
- 16.7 Without prior written consent, neither of us may assign nor delegate any of our rights or obligations under this agreement and any attempt is void.
- 16.8 No failure or delay by either party in exercising any right, power, or remedy under this Agreement is a waiver of any such right, power or remedy.
- 16.9 If any provision of this Agreement is unlawful, void or unenforceable it is severed from this Agreement and the remaining provisions remain in full force and effect.