

ILLUMINET INC. KNOWLEDGEFLEX TERMS & AGREEMENT

1. Latest update: December 2021

- 1.1 Please read the Illuminet Inc. KnowledgeFlex Terms & Agreement carefully before you start ordering KnowledgeFlex online. By using Illuminet Inc. KnowledgeFlex, you, either individually or on behalf of your employer or any other entity which you represent ("you"), accept and agree to be bound and abide by these Illuminet Inc. KnowledgeFlex Terms & Agreement, Illuminet Inc.'s Payment Terms ("Payment Terms"), and our Privacy Policy. If you do not want to agree to these Terms or the Privacy Policy, you must not access or use Illuminet Inc. KnowledgeFlex.
- 1.2 In case you register or use Illuminet Inc. KnowledgeFlex on behalf of your employer or another entity, you represent and warrant that you are authorized to bind your employer or such entity to these Illuminet Inc. KnowledgeFlex Terms & Agreement and you agree to these Illuminet Inc. KnowledgeFlex Terms and Agreement on their behalf.
- 1.3 This Illuminet Inc. KnowledgeFlex Terms & Agreement describes the terms and conditions which you accept by using our website or our Services.
- 1.4 All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings or a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of Illuminet Inc.'s stated services/products, in accordance with and subject to, prevailing law of Wilmington, Delaware.
- 1.5 Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.
- 1.6 We employ the use of cookies. By using Illuminet Inc.'s website you consent to the use of cookies in accordance with Illuminet Inc.'s privacy policy. Most of the modern-day interactive websites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate / advertising partners may also use cookies.
- 1.7 Unless otherwise stated, Illuminet Inc. and/or its licensors own the intellectual property rights for all material on Illuminet Inc. All intellectual property rights are reserved. You may view and/or print pages from illuminet.com for your own personal use subject to restrictions set in these terms and conditions. You must not: Republish material from illuminet.com; sell, rent or sub-license material from illuminet.com; reproduce, duplicate or copy material from illuminet.com; redistribute content from Illuminet Inc. (unless content is specifically made for redistribution).
- 1.8 To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will: Limit or exclude our or your liability for death or personal injury resulting from negligence. Limit or exclude our or your liability for fraud or fraudulent misrepresentation. Limit any of our or your liabilities in any way that is not permitted under applicable law. Or exclude any of our or your liabilities that may not be excluded under applicable law. The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: are subject to the preceding paragraph; and govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities that arise in contract, tort (including negligence) and for breach of statutory duty. To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

OPERATIVE PROVISIONS

2. DEFINITIONS AND INTERPRETATION

2.1 In this agreement the following definitions apply:

- “Agreed Purposes”** means the following purposes:
- (a) verification of the Consultant's identity, details and Right to Work checks;
 - (b) undertake requisite Credit, Criminal Record (DBS), Identity and other required checks of the Consultant through government approved 3rd party agencies;
 - (c) register the Consultant internally and set up relevant folders and system access;
 - (d) contact an Employee or either party to discuss the KnowledgeFlex - Consultancy Services offered and deal with complaints or issues raised;
 - (e) to generally manage the relationship with the Consultant;
 - (f) in relation to KnowledgeFlex - Consultancy Services, entering into an agreement and carrying out its duties and obligations thereof.
- means agreement between the Parties incorporating these KnowledgeFlex - Consultancy Services terms and conditions and any relevant subsequent SOW, and any amendments to it from time to time.
- “KnowledgeFlex”** means the provision of KnowledgeFlex - Consultancy Services to the Client.
- “Consultant”** means any person utilized by the Consultancy, including its employees, workers, officers, Consultants, subcontractors and any substitute thereof, provided by the Consultancy to perform the KnowledgeFlex - Consultancy Services.
- “Confidential Information”** means any information supplied (whether supplied in writing, orally or otherwise):
- a) by the Client or End Client to the Consultancy or individual Consultants during the term of the Agreement that is marked as “confidential”, is described as “confidential” or “Sensitive” or “in Confidence” or should have been reasonably understood by the Consultancy or individual Consultants to be confidential or sensitive; and
 - b) by the Consultancy and or individual Consultants including rates, charges, solutions, or methodologies.
- “Data Protection Laws”** means we comply with applicable data protection laws and the General Data Protection Regulation (GDPR).
- “Data Protection Losses”** means all liabilities, including all:
- a) costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and
 - b) to the extent permitted by Applicable Law;
 - c) administrative fines, penalties, sanctions, liabilities or other remedies imposed by the ICO or any other Supervisory Authority;

- d) compensation which is ordered by the ICO or any other Supervisory Authority to be paid to a Data Subject; and
- e) the reasonable costs of compliance with investigations by the ICO or any other supervisory authority.

“Deliverables”	means any deliverables specified in any relevant SOW, or as agreed.
“End Client”	means the party ultimately in receipt of the KnowledgeFlex - Consultancy Services if not the Client.
“Engagement”	means the engagement of the Consultancy by the Client or any third party on behalf of or otherwise associated with the Client, whether under a contract for KnowledgeFlex - Consultancy Services or any other form of engagement.
“Fees”	means the fees specified as such in the SOW.
“Permitted Recipients”	means the Parties to this Agreement, the employees of each party and any third parties engaged to perform obligations in connection with this Agreement.
“Personal Data”	has the meaning set out in the Data Protection Laws
“Shared Personal Data”	means the Personal Data to be shared between the Parties under clause of this Agreement. Shared Personal Data shall be confined to the following categories of information: <ul style="list-style-type: none">(i) Full name;(ii) address;(iii) contact details (including mobile, landline and email address);(iv) date of birth;(v) CV;(vi) qualifications;(vii) details of the role in which the Client wishes to engage the candidate including job title and salary.
“SOW”	means any Statement of Work document setting out the particulars of work to be delivered that is issued by the Consultancy to the Client and agreed by or on behalf of each Party.
“Term”	means the period between the Commencement Date and the conclusion of the service provision as defined in the SOW.

2.2 Unless the context requires otherwise, references to the singular include the plural.

2.3 The headings contained in this agreement are for convenience only and do not affect their interpretation.

3. INCORPORATION

- 3.1 The terms of this agreement, upon placing your order, constitute the contract between the Consultancy and the Client in respect of the KnowledgeFlex - Consultancy Services and are deemed, where the context permits, to be incorporated into and govern the arrangements between the Consultancy and the Client in respect of each Engagement. The terms will be defined in the Service of Work document.
- 3.2 This agreement takes effect on the Commencement Date and is intended to run for the Term, upon placing your order, (unless terminated earlier in accordance with its terms). Either Party can terminate this agreement for convenience by giving no less than thirty days written notice to the other party. The Commencement Date will be defined in the Service of Work Document.
- 3.3 This agreement contains the entire agreement between the parties for provision of the agreed KnowledgeFlex service and unless otherwise agreed in writing by an authorized signatory of the Client and Consultancy, these Terms prevail over any other terms of business, or any modification or amendment to these Terms put forward by the Consultancy in relation to the KnowledgeFlex Service.
- 3.4 No variation or alteration to this agreement shall be valid unless the details of such variation are agreed between the Consultancy and the Client, set out in writing and signed by an authorized signatory of each party.

4. KNOWLEDGEFLEX – Consultancy Services

- 4.1 The Consultancy will provide the KnowledgeFlex - Consultancy Services to the Client from the Commencement Date and for the Term.
- 4.2 Whenever the Client requires the Consultancy to provide a Consultant or team of Consultants to perform the KnowledgeFlex - Consultancy Services, the Consultancy shall issue a written confirmation to the Client in the form of a SOW, specifying the KnowledgeFlex Consultancy Services required, the outcomes required, the proposed period of Engagement the working location and fees.
- 4.3 The Consultancy or Consultant is engaged as an independent business with the ability to take ownership of the assignment and accept responsibility for proper performance of the agreed KnowledgeFlex - Consultancy Services. The Client shall not seek to exercise any supervision, direction or control over the Consultancy or Consultant regarding how the KnowledgeFlex - Consultancy Services are to be provided or the performance of the KnowledgeFlex - Consultancy Services. The Consultancy retains full responsibility for the performance of the Consultants used under this Agreement and any SOW, and for the actions of such Consultants.
- 4.4 The Consultancy or Consultant will perform the KnowledgeFlex - Consultancy Services with reasonable care, skill and diligence, to a good professional standard, in a timely, efficient and proper and workmanlike manner in accordance with the requirements of the applicable SOW. The Consultancy or Consultant will be solely responsible for determining all matters of detail as to the manner in which the KnowledgeFlex - Consultancy Services are performed, and for ensuring that all work done is of an objectively acceptable quality in accordance with the requirements of the applicable SOW.
- 4.5 The Consultancy will devote such of its suitably trained, qualified and skilled Consultants time (all costs of such training and qualifications to be borne by the Consultancy or Consultant), attention and abilities to the deliverable as may be necessary for its satisfactory and timely completion in accordance with the requirements of the applicable SOW. There is no

assumption of exclusivity with regards to the Consultancy or Consultants engagement with the Client.

4.6 The Consultancy or Consultant will deliver the Deliverables to the Client and End Client, as appropriate, in accordance with the timetable set out in any SOW or as agreed for the KnowledgeFlex - Consultancy Services. Time shall be part of the essence in relation to the timetable for delivery of the Deliverables.

4.7 Work will be undertaken in accordance with and confirming to:

- i) Good Industry Practice;
- ii) All Laws for countries in which the KnowledgeFlex - Consultancy Services or its deliverables will be used;
- iii) all Environmental Legislation;
- iv) and between such hours as reasonably requested by the Client.

4.8 The Consultancy shall obtain, pay for and maintain in full force and effect during the Term such insurances (including professional indemnity insurance, public liability insurance and travel insurance), as are necessary to ensure that it is able to discharge its liabilities, howsoever arising, under this Agreement. The insurance policies shall be with an insurance office or underwriter that is well established, reputable and financially solvent.

4.9 Unless stated differently in the SOW, the levels of insurance held by the Consultancy will be:

- i) Professional Indemnity of \$1 million;
- ii) Public liability of \$2 million;
- iii) Employers' liability of \$5 million;

4.10 The maximum aggregate liability of the Consultancy for all claims, actions, proceedings, losses, liabilities or costs (including legal expenses) sustained, incurred or suffered by the Client arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall at all times be limited to level of insurance cover held by the Consultancy (as laid out in Clause 4.9) at the time the claim is brought, and where the Consultancy's insurer refuses to provide cover or refuses to accept liability for the said claim, the Consultancy's liability shall be limited to the total amount of fees paid by the Client to the Consultancy under this Agreement over the last 12 months.

4.11 Requirement Details

The Consultancy will have control over the means, method and details of fulfilling the Consultancy's obligations including without limitation responsibility for managing the delivery of all Services (including without limitation all deliverables) and/or Products to the Client hereunder.

Consulting advisory and support services, related to the [INITIATIVE / PROGRAM / GROUP]

Specific Requirements, Outcomes and Deliverables for each engagement will be provided by the Client as part of the 'Call Off' request.

Primary consultancy expertise areas:

Services

IT Leadership Services

Program & Portfolio Management Services

Senior Project Management Services

PMO Management Services

Project Management Services

Senior Project Co-ordination/PMO Analysis Services

Project/PMO Co-ordination Services
Senior Architecture Consultancy Services
Architecture Consultancy Services
Senior Business Analysis Services
Business Analysis Services
Service Management Services
*Specialist Consultancy Services

*Other expertise areas can be requested on a custom basis by mutual agreement in terms of hourly price and SLA.

4.12 Client Obligations

- Access to relevant documentation as requested by the Consultancy.
- Availability of relevant Client staff and management to inform, review and sign-off of any deliverables.

4.13 IR35 Assessment (if applicable)

See Appendix A for details on the Confirmation of Working Arrangements. Any Status Determination to be completed by the Consultancy based on these arrangements.

5. FEES, PRICE, PAYMENT and REFUNDS

- 5.1 Fees chargeable will be incurred by the Client and are payable as outlined in the SOW. The Consultancy will be solely responsible for all payments to the Consultant.
- 5.2 All invoices submitted by the Consultancy shall be supported by relevant delivery records as outlined in the SOW and presented at the appropriate payment period to the Client who shall verify and confirm each record as appropriate. The Client will provide a purchase order number which should be placed on the invoice.
- 5.3 The Client shall pay the Consultancy's invoices within 28 calendar days of receipt.
- 5.4 The Consultancy reserves the right to charge interest on invoiced amounts overdue for more than 30 days at the rate of 2% above the base rate from time to time of the Bank of America from the due date until the date of payment.
- 5.5 The price of Illuminet Inc. Services is as quoted on the Site from time to time.
- 5.6 Payment for all orders must be made by credit or debit card on the checkout page. We accept payment by most credit and debit cards.
- 5.7 You should be aware that online payment transactions are subject to validation checks by your card issuer and we are not responsible if your card issuer declines to authorize payment for any reason. We also carry out a standard pre-authorization check on your payment card, and Illuminet Inc. will not be despatched until this pre-authorization check has been completed. Please note, it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this.
- 5.8 If you are not satisfied with the service we have provided you, you may request for a full refund by contacting us at enquiries@illumineetsolutions.com. Please include your full name, company name, email address and contact number. We only offer refunds onto the original payment method used. Most refunds are processed within 7 working days of receipt of notification, but it can take up to 30 days.

6. THIRD PARTY SUPPLIERS

- 6.1 The Consultancy may engage third party suppliers for the provision of the KnowledgeFlex - Consultancy Services. Where a third-party supplier is engaged, the Consultancy retains full responsibility for the performance of its obligations under this agreement and any related SOW.
- 6.2 The Consultancy will be responsible for all charges raised by any third-party supplier and will not pass these in any circumstances to the Client.
- 6.3 The Consultancy may not assign this agreement or any of its obligations under it.

7. SUITABILITY

- 7.1 The Consultancy will comply with all its obligations under all applicable laws of US which will include providing all information to both the Client and Consultants as required by all applicable laws including but not limited to the Conduct of Employment Agencies and Employment Business Regulations 2003 (as amended).
- 7.2 The Consultancy will ensure (and upon request will promptly provide copy documentation to prove) that all Consultants Introduced to the Client have (at all relevant times) full eligibility to work in the United Kingdom or such other country identified by the Client, and will obtain Identity, Credit and Criminal Checks, work permits and/or such other permission to work as may be required by law of the country in which the Consultant is engaged to work.
- 7.3 The Consultancy will use all reasonable endeavours to ensure the suitability of the Consultant, for the Client's requirements and also facilitate the Client in satisfying itself as to the suitability of the Consultant and take up any references provided by the Consultant before the Engagement commences.

8. LIMITS OF EXCLUSION OF LIABILITY

- 8.1 Nothing in the Agreement will:
 - (a) limit or exclude the liability of a Party for death or personal injury resulting from negligence by that Party;
 - (b) limit or exclude the liability of a Party for fraud or fraudulent misrepresentation by that Party;
 - (c) limit or exclude any liability of a Party under Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Service Act 1982;
 - (d) any breach of confidentiality, publicity, data and property and/or data protection Clauses in this Agreement in relation to the Client or the End Client.
 - (e) limit any liability of a Party in any way that is not permitted under applicable law;
or
 - (f) exclude any liability of a Party that may not be excluded under applicable law.
- 8.2 The limitations and exclusions of liability set out in this Clause 8 and elsewhere in the Agreement:
 - (a) are subject to Clause 8.1;
 - (b) govern all liabilities, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty; and
 - (c) govern all liabilities arising under the Agreement or in relation to the subject matter of the Agreement.
- 8.3 Except in the case of damage to, or destruction of, Client's or End Client's tangible property where the Consultancy's and the Consultant's total maximum liability shall be as laid out in Clause 4.10, the Consultancy's and the Consultant's total maximum liability to the Client or the End Client for all claims, actions, proceedings, losses, liabilities or costs (including legal expenses) sustained, incurred or suffered by Client or its End Client arising under or in

connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited as laid out in Clause 4.10.

8.4 Liability Limits

To the fullest extent permitted by law, neither Illuminet Inc., nor our employees or directors shall be liable to you for any lost profits or revenues, or for any consequential, incidental, indirect, special, or punitive damages arising out of or in connection with the Services of these Terms. In no event shall Illuminet Inc.'s aggregate liability for any damages exceed the greater of one hundred (\$100) US Dollars or the amount you paid Illuminet Inc. in the past twelve months. Some jurisdictions do not allow limitation on incidental or consequential damages, so the above limitations may not apply to you.

9. TERMINATION

- 9.1 Either Party may terminate the Agreement at any time by giving a mutually agreed level of written notice to the other Party.
- 9.2 Either Party may terminate the Agreement immediately by giving written notice to the other Party if the other Party commits any material breach of any term of the Agreement.
- 9.3 Either Party may terminate the Agreement immediately by giving written notice to the other Party if:
- (a) the other Party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other Party;
 - (c) an order is made for the winding up of the other Party, or the other Party passes a resolution for its winding up (other than for the purpose of a solvent company reorganization where the resulting entity will assume all the obligations of the other Party under the Agreement); or
 - (d) as otherwise specified in this Agreement

10. EFFECTS OF TERMINATION

- 10.1 Upon termination all the provisions of the Agreement will cease to have effect, save that the NDA (Non-Disclosure Agreement) and following provisions of the Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 2,3,8,10,11,12,13, 16 and 17.
- 10.2 Termination of the Agreement will not affect either Party's accrued liabilities or rights (including accrued rights to be paid) as at the date of termination.
- 10.3 On termination or expiry of this agreement the Consultancy and/ or Consultant shall, deliver to the Client all documents, materials, records, correspondence, papers and information relating

to the KnowledgeFlex – Consultancy Services, Client and End Client and irretrievably delete all electronic versions of the above in the Consultancy and/or Consultant's possession and outside the control of the Client.

11. DATA PROTECTION

- 11.1 Both parties will comply with all applicable requirements of the Data Protection Laws. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.
- 11.2 Each Party acknowledges that one party (the Data Discloser) will disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the required purpose of qualifying the candidate for the role. In addition, in certain circumstances one party may act as a Data Processor in respect of the Personal Data and on behalf of the other party.
- 11.3 Each Party shall in respect of the Shared Personal Data:
- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Data Receiver for the required purpose;
 - (b) give full information to any Data Subject whose Shared Personal Data may be processed under this Agreement of the nature such processing.
 - (c) process the Shared Personal Data only for the Agreed Purposes;
 - (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - (e) assist the other in complying with all applicable requirements of the Data Protection Laws.
- 11.4 Without prejudice to the generality of clause 11.1 and where one party is acting as the Data Processor, the other party will:
- (a) ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data for the duration and purposes of the contract; and
 - (b) warrant that the Personal Data transferred is processed in accordance with the Applicable Law, including the Data Protection Laws requirements regarding lawfulness of processing.
- 11.5 Where either party is acting as a Data Processor in respect of the Personal Data, whilst undertaking activities related to this contract, they shall,
- (a) process that Personal Data only on the written instructions of the other party unless the party is required by Data Protection Laws to otherwise process that Personal Data.
 - (b) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the other party has been obtained and the any requisite conditions fulfilled.
- 11.6 Each party shall, to the extent that they are in control of the relevant information and systems, have in place appropriate processes and any associated technical measures that will ensure that each company's obligations under Data Protection Laws can be complied with, and:
- (a) ensure that all employees who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (b) assist in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- (c) notify the other party as soon as reasonably possible on becoming aware of a Personal Data breach;
- (d) at the written direction of the either party, delete or return Personal Data and copies thereof to the other party on termination of the agreement unless required by Data Protection Laws to store the Personal Data.

11.7 Each party shall indemnify and keep indemnified the other party in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by a party arising directly as a result of any:

- (a) non-compliance by a party with the Data Protection Laws;
- (b) processing carried out pursuant to any instructions from a party that infringes any Data Protection Laws

11.8 For the purposes of this clause 11, Data controller, Data Processor, Data Subject, and appropriate technical and organizational measures have the meaning as set out in the Data Protection Laws in force at the time.

12. CONFIDENTIALITY

12.1 The parties will not disclose the Confidential Information and will protect the Confidential Information against unauthorized disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

12.2 Confidential Information may be disclosed by the Consultancy to insurers and professional advisers, provided that the recipient is legally bound to maintain the confidentiality of the Confidential Information received, and the information provided is relevant to the professional relationship.

12.3 The obligations set out in this Clause 12 shall not apply to Confidential Information that either party can demonstrate:

- (a) is or has become publicly known other than through a breach of an obligation of confidence;
- (b) was in possession of the relevant party prior to disclosure by the Client;
- (c) was received by the relevant party from an independent third Party who has full right of disclosure; or
- (d) was required to be disclosed by a governmental authority, stock exchange or regulatory body, provided that the effected party provides the other party prompt written notice of the requirement.

12.4 The Consultancy shall not disclose in its advertising, referral or publicity material or otherwise (including any electronic media) the existence of this Agreement or the terms of its relationship with the Client or End Client without the prior written consent of the Client (which may be withheld in the Client's sole and absolute discretion).

13. INTELLECTUAL PROPERTY RIGHTS

13.1 All intellectual property rights for Works created during an Assignment shall vest in the Client and the Consultancy assigns by way of future assignment the rights to the Client. The Client accepts that the Consultancy shall retain title to its own know-how used during an Assignment and can re-use templates and techniques with other clients.

14. MUTUALITY OF OBLIGATION

- 14.1 The Client is not obliged to offer ongoing contracts or work to the Consultancy or Consultant, nor is the Consultancy or Consultant obliged to accept such contracts or work if offered. The Consultancy or Consultant is not obliged to make its KnowledgeFlex Consultancy Services available at any time. Specifically, both parties declare that they do not wish to create or imply any mutuality of obligations whatsoever, either during the course of this Agreement or during any period when contracts are not available.

15. SUBSTITUTION

- 15.1 The Consultancy may at any time provide a substitute to carry out the KnowledgeFlex Consultancy Services where an assigned Consultant is unwilling or unable to do the work. The substitute will be accepted by the Client without need for an interview (except for verification and security checks), provided the Client is satisfied that the substitute is equally skilled and qualified to perform the worker's duties for the period of substitution. Where a substitute is sent by the Consultancy, there shall be no contractual or financial relationship between the Client and the substitute. The Consultancy is solely responsible for arranging payments to the substitute, including via another third party, and the substitute is solely answerable to the Consultancy or third party.
- 15.2 The Consultancy shall use all due diligence to ensure that handover arrangements are made and shall, at its own expense, be responsible for the handover of any substitute.

16. NON-SOLICITATION

- 16.1 Neither party shall directly or indirectly, without the prior written consent of the other party either engage or hire an employee or Consultant of the other party during the Term and 12 months thereafter.

17. GOVERNING LAW; DISPUTE RESOLUTION

- 17.1 You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Delaware without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Wilmington, Delaware, and waive any objection to such jurisdiction or venue. The preceding provision regarding venue does not apply if you are a consumer based in the European Union. If you are a consumer based in European Union, you may make a claim in the courts of the country you reside. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. Claims made under the separate terms and conditions of purchase for goods and services are not subject to this limitation. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between Illuminet Inc. and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute in mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue and right or remedy available to them under application law.

Appendix A – Confirmation of Working Arrangements

The information below confirms the working practices under which this Statement of Work will operate and provides supporting information to establish the relationship between Illuminet Inc., our Consultants and the Client.

Where Illuminet Inc. needs to supplement permanent teams' capacity, Illuminet Inc. may engage a Consultant to fulfil this specific requirement, provisioning specialist skills to complete the deliverables in order to support or achieve the business goal. In these instances, the Consultant operates as an independent business and Illuminet Inc.'s relationship with the Consultant is one of 'business to business', with the Consultant's business engaged to provide specific deliverables to our Clients, through Illuminet Inc.

1. Working Practice

- As skilled practitioners, the assigned consultant(s) will determine how the work is to be done and the working hours required to complete the deliverables to agreed standards and timescales.
- The tasks will determine the location where the work will be undertaken.
- If the Client requires the Consultant to provide additional deliverables from that originally agreed within the scope of this arrangement, this will require a new or revised Statement of Work.
- At completion of the Contract, there is no predetermined expectation of further work from the Client or any obligation by the Illuminet Inc. or the Consultant to accept it.

2. Substitution

- Although the Consultant identified will principally be available to undertake the fulfilment of deliverables, they reserve the right to provide a substitute of their choosing if the specific Consultant is unwilling or unable to do fulfil the requirement. This is on the basis that the substitute is equally skilled, qualified, security cleared, meets standard Client verification checks and is able to perform the duties.
- The Substitute will complete all the Consultant's committed deliverables for the period of substitution.
- The Substitute will be paid for by the Consultant's limited company.

3. Financial Risk

- Any payment will be paid on the basis outlined within the relevant section of the Statement of Work, following the agreed Consultancy's payment terms.
- Payment is made only when services have been provided and no payment is made for any periods during which activities has not been undertaken.
- The Consultancy will ensure any faulty or deficient work undertaken through this Statement of Work is rectified at no cost to the Client.
- The liabilities in relation to each individual engagement under this subscription service is subject to clause 4.10 in our Master Consultancy Services Terms.

4. Client Company Engagement

- The Consultant activities are deemed independent and acting on behalf of Illuminet Inc. and Illuminet Inc. on behalf the Client.
- There is no provision of paid for corporate benefits from the Client to the Consultant or engagement in in-company reward or recognition schemes.
- The Consultant has no management responsibilities within the Client's organization, such as staff interviews, appraisals or coaching or any requirement to attend activities such as staff meetings, training or company initiatives which are not in line with the contracted deliverables.

5. Exclusivity

- The Consultant has the right to work for other companies in parallel to this assignment, on similar or different activities without requesting permission from the Client, ensuring Non-Disclosure of any Client confidential information to any other parties they may work with during or after this activity.