

**CATAPULT VENTURES LIMITED**  
**CLIENT AGREEMENT – SUMMARY OF MAIN TERMS**

The table below provides a summary of the main commercial terms that apply pursuant to the Client Agreement between Catapult Ventures Limited and you, the Client. The table is not exhaustive, does not form part of the Client Agreement and is not intended to be legally binding between Catapult Ventures Limited and you. You should refer to the Client Agreement, starting on the next page, for the precise terms that apply between Catapult Ventures Limited and you.

<b>Issue</b>	<b>Details</b>	<b>Relevant section of Client Agreement</b>
Catapult fee	20% of pay (in addition to pay and taxes).	Clause 7.1.4.
Minimum shift length	4 hours	Clause 7.2.2.
Cancellations	No charge when shifts are cancelled more than 24 hours in advance. Where shifts are cancelled with less than 24 hours' notice, 4 hours are charged.	Clause 7.9
Invoicing	Weekly, invoices payable within 3 days by direct debit.	Clause 7.11
Temp to perm fee	Usually £500 for chefs and £100 for other workers provided the individual has completed at least 10 shifts. May be higher in certain/other circumstances.	Clauses 5.7 and 5.8.
Term of contract	Contract continues until terminated, either on one months' notice or with immediate effect in cases of default.	Clauses 8 and 9.

# CATAPULT VENTURES LIMITED

## CLIENT AGREEMENT

**PLEASE READ THESE TERMS CAREFULLY BEFORE REGISTERING WITH CATAPULT**

### INTRODUCTION

- 1.1 Notwithstanding the fact that you may have visited and/or accessed the Platform prior to agreeing to these terms, you may only register with the Employment Business or engage Temporary Workers to undertake Assignments once you have agreed to these terms. Accordingly, with effect from the date on which you agree to them, these terms set out the basis on which you (the **Client**) may register with the Employment Business, access the Platform or engage Temporary Workers to undertake Assignments (Employment Business, Platform, Temporary Worker and Assignment being defined below).
- 1.2 The Platform and associated services (described in more detail below) are provided by Catapult Ventures Limited (the **Employment Business**) which is a company incorporated and registered in England and Wales with company number 09712953 whose office is at 25-27 Horsell Road, London, N5 1XL, United Kingdom.
- 1.3 By agreeing to this agreement, you also agree to the Platform Terms of Use.
- 1.4 These terms constitute a legal agreement between you, the Client, and us, the Employment Business. If you do not agree to these terms, you may not register with us, or engage Temporary Workers to undertake Assignments.

### AGREED TERMS

#### 2 Interpretation

- 2.1 The definitions and rules of interpretation in this clause apply to this agreement.

**Assignment:** the provision of temporary services by a Temporary Worker to the Client.

**AWR 2010:** the Agency Workers Regulations 2010 (*SI 2010/93*).

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

**Client rating** shall have the meaning set out in clause 4.8.

**Conduct Regulations 2003:** the Conduct of Employment Agencies and Employment Business Regulations 2003 (*SI 2003/3319*).

**Engage:** the employment of a Temporary Worker or engagement directly or indirectly through any employment business other than through the Employment Business (whether for a definite or indefinite period) as a direct result of any Introduction or Assignment to the Client and the terms **Engaged** or **Engagement** shall be construed accordingly.

<b>Extended Assignment:</b>	shall have the meaning set out in clause 5.2.
<b>group:</b>	in relation to a company, that company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company.
<b>holding company:</b>	has the meaning given in clause 2.5.
<b>Introduce:</b>	the provision to the Client of information by the Employment Business (including, for the avoidance of doubt, Public Information and/or Worker Information, in either case made available on the Platform) which identifies and/or describes the Temporary Worker and <b>Introduction</b> and <b>Introduced</b> shall be construed accordingly.
<b>Introduction Fee:</b>	shall mean the applicable amount set out in clauses 5.7 and 5.8
<b>Minimum Rate</b>	the minimum rate of pay per hour (before any deductions that the Employment Business is required to make by law and any deductions which the Temporary Worker may agree to from time to time) that the Temporary Worker will accept in respect of Assignments.
<b>Other Payments:</b>	<b>Qualifying</b> any remuneration payable to the Temporary Worker (other than their basic hourly rate), which is not excluded by virtue of regulation 6 of the AWR 2010, such as any overtime, shift premium, commission or any bonus, incentive or rewards which are directly attributable to the amount or quality of work done by a Temporary Worker and are not linked to a financial participation scheme (as defined by the AWR 2010).
<b>Platform:</b>	the internet-based platform and mobile application operated by the Employment Business pursuant to which Clients will provide details of potential Assignments and the Worker Information will be made available to Clients.
<b>Platform Terms of Use</b>	the platform terms of use attached at Part 1 of Schedule 1 to this agreement.
<b>Public Information:</b>	information about a Temporary Worker which is visible on the Platform to Visitors.
<b>Qualifying Period:</b>	means the 12-week qualifying period as defined in regulation 7 of the AWR 2010, subject to regulations 8 and 9 of the AWR 2010.
<b>Qualifying Period Rate of Pay:</b>	the rate of pay that will be paid to the Temporary Worker on completion of the Qualifying Period, if this rate is higher than the Rate of Pay. Such rate will be paid for each

hour worked during an Assignment (to the nearest quarter hour), subject to any deductions that the Employment Business is required to make by law and to any deductions that the Temporary Worker has specifically agreed can be made.

<b>Qualifying Worker:</b>	<b>Temporary</b>	any Temporary Worker who at the relevant time is entitled to the rights conferred by regulation 5 of the AWR 2010 and in particular has been provided to the Client (whether by the Employment Business or any third party) for the Qualifying Period.
<b>Rate of Pay</b>		the rate of pay that will be paid to the Temporary Worker prior to completion of the Qualifying Period. Such rate will be paid for each hour worked during an Assignment (to the nearest quarter hour), subject to any deductions that the Employment Business is required to make by law and to any deductions which the Temporary Worker has specifically agreed can be made.
<b>Relevant Period:</b>		shall have the meaning set out in regulation 10(5) and (6) of the Conduct Regulations 2003.
<b>Relevant Terms and Conditions:</b>	<b>and</b>	the relevant terms and conditions for any particular Qualifying Temporary Worker as defined in regulation 6 of the AWR 2010.
<b>subsidiary:</b>		has the meaning given in clause 2.5.
<b>Shift</b>		a period of continuous work (subject only to lunch, rest and similar breaks) undertaken (or, where the context requires, due to be undertaken) by a Temporary Worker for the Client during an Assignment.
<b>Temporary Worker:</b>		a worker Introduced and/or supplied (as the context requires) by the Employment Business to the Client, via the Platform, to provide services to the Client.
<b>Temporary Worker Fees:</b>		shall have the meaning set out in clause 7.
<b>Unsatisfactory Temporary Worker:</b>		has the meaning set out in clause 6.2.
<b>VAT:</b>		value added tax chargeable under the Value Added Tax Act 1994.
<b>Visitors:</b>		any person or entity (including a prospective Client) who uses, accesses or otherwise visits the Platform without having registered with the Employment Business or agreed to terms similar to or equivalent to these terms.
<b>Worker Information</b>		means (i) the Temporary Worker's identity and location; (ii) the Minimum Rate, (iii) details of

the Temporary Worker's experience, training, qualifications and authorisations; (iv) the Worker Video (if any) and (v) the Worker Rating.

**Worker Video**

means video-based content provided by the Temporary Worker in connection with their application to become a Temporary Worker.

**Worker Rating**

shall have the meaning given to it in clause 4.7 below.

- 2.2 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.
- 2.3 The Schedules 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.
- 2.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.5 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 2.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 2.8 A reference to **writing** or **written** includes fax but not e-mail except to the extent expressly indicated otherwise in this agreement.
- 2.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2.10 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 2.11 References to clauses are to the clauses of this agreement.
- 2.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the

sense of the words, description, definition, phrase or term preceding those terms.

### **3 Acting as an Employment Business**

- 3.1 These terms set out the agreement between the Employment Business and the Client for the supply of Temporary Workers by the Employment Business to the Client. For the purposes of the Conduct Regulations 2003, the Employment Business acts as an employment business in relation to the Introduction and supply of Temporary Workers pursuant to this agreement.

### **4 Assignments**

- 4.1 The Client acknowledges and agrees that whilst it may have provided details of potential Assignments, and searched for Temporary Workers, via the Platform before registering with the Employment Business or otherwise agreeing to these terms, it shall only be entitled to engage a Temporary Worker for an Assignment once it has registered with the Employment Business and agreed to these terms.
- 4.2 Where a Client has a potential Assignment, it shall provide, via the Platform, details of:
- 4.2.1 its identity and if applicable the nature of its business
  - 4.2.2 the date on which the Client requires the Temporary Worker to commence work and the duration, or likely duration, of the work;
  - 4.2.3 the position which the Client seeks to fill, including the type of work the Temporary Worker in that position would be required to do, the location at which, and the hours during which, the Temporary Worker would be required to work, and any risk to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
  - 4.2.4 the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law, or by any professional body, for the Temporary Worker to possess in order to work in the position;
  - 4.2.5 the Rate of Pay and any expenses payable by or to the Temporary Worker.
- 4.3 The Client warrants that the information referred to in clause 4.2 shall be accurate and complete (including, for the avoidance of doubt, in circumstances where the information was provided before the Client registered with the Employment Business or otherwise agreed to these terms).
- 4.4 Based on the information provided by the Client pursuant to clause 4.2, and the Worker Information, the Employment Business will Introduce to the Client via the Platform one or more Temporary Workers to undertake the potential Assignment.
- 4.5 The Client shall be entitled to offer the potential Assignment to one or more Temporary Workers on the basis that (where it has made the offer to more than one Temporary Worker), the first Temporary Worker who accepts the offer via the Platform shall undertake the Assignment (subject to the terms of the offer, this agreement and any agreement between the Employment Business and the Temporary Worker).
- 4.6 The Client acknowledges that:

- 4.6.1 it shall be a matter solely for it to determine to which, if any, of the Temporary Workers who are notified to it pursuant to clause 4.4, to offer a potential Assignment;
  - 4.6.2 where it has provided details of a potential Assignment prior to registering with the Employment Business and/or agreeing to these terms, the Assignment will not be finalised or confirmed until the Client has registered and agreed to these Terms.
- 4.7 On each occasion on which it receives a time sheet in relation to the Temporary Worker, the Client shall be required to providing a rating of the Temporary Worker's performance and conduct in connection with such Assignment. Such rating shall be aggregated with other such ratings of the Temporary Worker to provide an average rating (the **Worker Rating**). The Worker Rating will form part of the Worker Information and will appear on the Platform accordingly (but will not form part of the Public Information). The Client agrees that any ratings provided by it shall to the extent possible accurately and fairly reflect the standard of the Temporary Worker's performance and conduct in relation to the Assignment in question. The Client acknowledges that the Employment Business may make contact from time to time to discuss the justification for such ratings (in particular ratings that are inconsistent with other ratings making up the Worker Rating for a particular Temporary Worker) and agrees to co-operate with the Employment Business in that regard.
- 4.8 The Client acknowledges that after each occasion on which the Temporary Worker submits a time sheet in relation to the Client, the Temporary Worker shall be required to provide a rating of the Client. Such rating shall be aggregated with other such ratings of the Client to provide an average rating in respect of it (the **Client Rating**). The Client Rating will not be displayed on the Platform but will be used by the Employment Business for the purposes of internal monitoring of Clients or such other purposes as the Employment Business determines.

## **5 Temporary to permanent**

- 5.1 If, following the Introduction or supply of a Temporary Worker by the Employment Business to the Client within the Relevant Period, the Client Engages the Temporary Worker, the Client will pay the Employment Business Introduction Fee.
- 5.2 The Introduction Fee will not be payable if the Client gives written notice to the Employment Business that it intends to continue the hire of the Temporary Worker for a further period of one month (an **Extended Assignment**) before it Engages the Temporary Worker other than through the Employment Business.
- 5.3 Where the Temporary Worker has previously undertaken an Assignment for the Client –
- 5.3.1 the Temporary Worker Fees payable by the Client during the Extended Assignment shall be those applicable immediately before the Employment Business received the Client's notice of election; and
  - 5.3.2 the hours of work per week during the Extended Assignment shall be deemed to be the greater of (i) the average number of hours of work per week undertaken during the Temporary Worker's most recent Assignment for the Client and (ii) the number of hours per week actually worked by the Temporary Worker during the Extended Assignment

- 5.4 Where there has been an Introduction of the Temporary Worker but the Temporary Worker has not undertaken any Assignments, the Temporary Worker Fees payable by the Client during the Extended Assignment shall be calculated by reference to –
- 5.4.1 the Minimum Rate; and
  - 5.4.2 such hours per week as the Temporary Worker actually works during the Extended Assignment subject to a deemed minimum of 10 hours per week.
- 5.5 At the end of the Extended Assignment, the Client may Engage the Temporary Worker without paying the Introduction Fee.
- 5.6 If the Client chooses an Extended Assignment, but engages the Temporary Worker before the end of the Extended Assignment, the Introduction Fee may be charged by the Employment Business, reduced proportionately to reflect the amount of the Extended Assignment paid for by the Client.
- 5.7 The Introduction Fee shall be £3,000 except where clause 5.8 applies.
- 5.8 If the Client notifies the Employment Business in writing that it has Engaged the Temporary Worker on or before the Engagement commences, then in the interests of the Employment Business investing in its relationship with Client the Introduction Fee shall be discounted in such circumstances to:
- 5.8.1 £1,000 if the Temporary Worker has completed less than 10 Shifts for the Client; or
  - 5.8.2 £500 if the Temporary Worker has completed 10 or more Shifts for the Client and during such work the Temporary Worker has been wholly or mainly engaged as a chef or in a similar capacity; or
  - 5.8.3 £100 if the Temporary Worker has completed 10 or more Shifts for the Client and during such Shifts the Temporary Worker has not been wholly or mainly engaged as a chef or in a similar capacity.

## **6 Temporary workers**

- 6.1 The Employment Business shall notify the Client if it believes that any Temporary Worker is unsuitable for the Assignment or becomes aware of any matter that indicates that a Temporary Worker may be unsuitable for the Assignment or is inconsistent with any information previously provided including where a Temporary Worker ceases to have the appropriate skills, approvals or a right to work in the United Kingdom or where this agreement may be or has been breached.
- 6.2 If the Client decides that a Temporary Worker is unsuitable to perform the Assignment (an **Unsatisfactory Temporary Worker**), then the Client shall notify the Employment Business in writing of that fact giving the grounds for its dissatisfaction with the Unsatisfactory Temporary Worker.
- 6.3 If the Client has notified the Employment Business of an Unsatisfactory Temporary Worker in accordance with clause 6.2, the Assignment shall terminate at the end of the day on which the Employment Business was notified, and Temporary Worker Fees shall be payable up to the date of such termination and otherwise as required in accordance with clause 7.9.
- 6.4 The Client may (subject to clause 7.9), and the Client agrees that the Employment Business or the Temporary Worker may, terminate an Assignment



at any time without prior notice and without liability (but without prejudice to, in the case of the Client, the obligation to pay Temporary Worker Fees accrued up to the date of such termination).

## **7! Temporary Worker Fees**

7.1! The Client will pay **Temporary Worker Fees** to the Employment Business in respect of Temporary Workers. The Temporary Worker Fees shall consist of:

7.1.1! the appropriate basic pay in respect of the Temporary Worker, being -

- (a)! either the applicable Rate of Pay,
- (b)! or, if the Temporary Worker is a Qualifying Temporary Worker, the Qualifying Period Rate of Pay together with any Other Qualifying Payments;

plus

7.1.2! holiday pay, being -

- (a)! either an amount equal to 12.07% of the Rate of Pay,
- (b)! or, if the Temporary Worker is a Qualifying Temporary Worker, an amount equal to 12.07%, or such greater percentage as may be required pursuant to the Relevant Terms and Conditions, of the Qualifying Period Rate of Pay together with any Other Qualifying Payments;

plus

7.1.3! the appropriate amount of employer's National Insurance contributions as notified to the Client;

plus

7.1.4! the Employment Business's commission, being an amount equal to 20% of the basic pay payable to the Temporary Worker pursuant to clause 7.1.1.

7.2! The following conditions apply to the Temporary Worker Fees:

7.2.1! subject to clause 7.2.2, they are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour);

7.2.2! each Shift worked by the Temporary Worker shall be subject to a deemed minimum of four hours, such that if the Shift is less than four hours the Temporary Worker Fees shall nonetheless be calculated by reference to a Shift length of four hours.

7.2.3! the number of hours worked shall, subject to clauses 7.3 - 7.6, and clause 7.8. below, be determined by reference to the time sheet submitted by the Temporary Worker save that the minimum period of any Shift or Assignment shall be four hours;

7.2.4! for the avoidance of doubt (but subject to clause 7.9), the Client shall not be required to pay Temporary Worker Fees for any absences (for whatever reason) of a Temporary Worker;

- 7.3 At the end of each week when a Temporary Workers has undertaken an Assignment on behalf of the Client, the Temporary Worker shall submit to the Employment Business a completed time sheet indicating the number of hours worked during the preceding week. A copy of the time sheet shall be supplied to the Client via the Platform to enable it to review the details provided by the Temporary Worker.
- 7.4 If the Client disputes the details provided in a time sheet by the Temporary Worker the Client shall inform the Employment Business by the end of the first Tuesday following the week in which the Temporary Worker submitted the time sheet.
- 7.5 Provided the Client has complied with the deadline referred to in clause 7.4, then:
- 7.5.1 the details referred to in clause 7.4 shall be provided to the Temporary Worker and the Temporary Worker shall have the opportunity to respond accordingly; and
- 7.5.2 pending resolution of any such dispute, the Employment Business shall pay the Temporary Worker on the basis of the hours which the Client agrees that the Client has worked.
- 7.6 If the Client does not comply with the deadline referred to in clause 7.4, the Client shall be deemed to agree with the hours which the Temporary Worker has specified in the relevant time sheet.
- 7.7 The Client shall in any event co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Temporary Worker when requested to do so by the Employment Business.
- 7.8 The Client agrees that it shall not dispute the number of hours in a Temporary Worker's time sheet on the basis that it is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable or unsatisfactory work the provisions of clause 6.2 shall apply.
- 7.9 If
- 7.9.1 the Client cancels a Temporary Worker's Shift in circumstances where it has failed to provide 24 hours' written notice of such termination to the Employment Business, or
- 7.9.2 the Client terminates an Assignment less than 24 hours before the Temporary Worker would otherwise be due to undertake a Shift in connection with such Assignment,
- then in either case the Client shall pay Temporary Worker Fees calculated in accordance with clause 7.1 in respect of each Shift that would otherwise have taken place (but for the applicable circumstances as referred to in clause 7.9.1 or clause 7.9.2) within the 24 hour period following such cancellation or termination, but with each such Shift being deemed to be four hours long.
- 7.10 Where applicable, the Employment Business shall charge VAT to the Client, at the prevailing rate, after the Employment Business has provided the Client with a VAT invoice.
- 7.11 The Employment Business will invoice the Client on a weekly basis in respect of any amounts due pursuant to this clause 7. Payments due from the Client shall be paid by direct debit and the applicable amounts shall be collected by the

Employment Business within 3 days of such invoice. The Client agrees to provide the Employment Business with all information which it reasonably requires in order to set up the direct debit facility prior to the first Assignment undertaken pursuant to this agreement.

- 7.12 If the Client fails to make any payment due to the Employment Business under this agreement by the due date for payment (as determined in accordance with the provisions of clause 7.11), then, the Client shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 7.13 For the avoidance of doubt, the Client shall not be entitled to any refund of or rebate in respect of the Temporary Worker Fees unless the Employment Business determines otherwise in its absolute discretion.

## **8 Term**

- 8.1 This agreement shall commence on the date on which the Client confirms their agreement to it via the Platform and shall continue, unless terminated earlier in accordance with clause 9, until either party gives to the other party one month's written notice to terminate.

## **9 Default and early termination**

- 9.1 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:
- 9.1.1 the other party commits a material breach of any term of this agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so;
  - 9.1.2 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
  - 9.1.3 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 (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - 9.1.4 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 (where a company) for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party;
  - 9.1.5 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 the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party;

- 9.1.6 the other party (being an individual) is the subject of a bankruptcy petition order;
  - 9.1.7 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 its assets and such attachment or process is not discharged within 14 days;
  - 9.1.8 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);
  - 9.1.9 a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - 9.1.10 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 that party;
  - 9.1.11 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 9.1.3 to clause 9.1.10 (inclusive);
  - 9.1.12 the other party suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
  - 9.1.13 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 9.2 Without affecting any other right or remedy available to it, the Employment Business may also terminate this agreement with immediate effect by giving written notice to the Client if it considers, in its absolute discretion, that the Client's Client Rating is such as to warrant such termination.

## **10 Effect of termination**

- 10.1 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.
- 10.2 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
- 10.3 On termination of this agreement, any Assignment that has not already been terminated shall also terminate with immediate effect.
- 10.4 Without prejudice to the terms of the Platform Terms of Use, on termination of this agreement neither any member of the Client's group, nor any person who is employed or engaged by a member of the Client's group and who is acting on behalf of a member of the Client's Group, shall be entitled to access the Platform (other than as a Visitor).

## **11 Announcements**

- 11.1 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.

## **12 Compliance with AWR**

- 12.1 The Client shall at all times comply with its obligations under the AWR 2010, including but not limited to providing any Temporary Workers with access to collective facilities and amenities and employment opportunities subject to and in accordance with regulation 12 and 13 of the AWR 2010.
- 12.2 Subject to clause 12.3 below, the Employment Business shall use reasonable endeavours to comply with its obligations under the AWR 2010, including but not limited to in relation to providing any Qualifying Temporary Worker with the Relevant Terms and Conditions in accordance with regulation 5.
- 12.3 The Client shall provide the Employment Business in a timely manner with such information and other assistance as it requires to enable it to comply with its obligations pursuant to clause 12.2 above (including, but not limited to, providing full details of the Relevant Terms and Conditions where applicable).
- 12.4 In the event that either party receives an allegation by any Temporary Worker that there has been a breach of the AWR 2010 in relation to the supply of that person to the Client by the Employment Business (whether that allegation has been made as a request for information under regulation 16 of the AWR 2010 or otherwise), it shall provide a copy of that allegation to the other party within seven days of receipt. The parties shall co-operate with each other in relation to responding to that allegation, which shall include supplying any information which may be reasonably requested by the other party, and complying with any reasonable requests in relation to the contents of any response.
- 12.5 The Client shall protect, indemnify, defend and hold harmless the Employment Business and any successor to the Employment Business (and, to the extent required by the Employment Business or any successor from time to time, its officers, agents, and employees) from and against any and all expenses, damages, claims (whether valid or invalid and whether deemed alleged or upheld), suits, losses, actions, judgments, liabilities, and costs whatsoever (including legal fees on a full indemnity basis) arising out of or in connection with:
- 12.5.1 any failure by the Client to comply with its obligations under the AWR 2010 and/or under clause 12.3;
- 12.5.2 any act, omission or default on the part of the Client, or any employee, officer or agent of the Client, in respect of a Temporary Worker, including where such acts, omissions or defaults occur during the course of an Assignment or in respect of an Assignment or a potential Assignment; and
- 12.5.3 any act, omission or default of a Temporary Worker, whether wilful, reckless, fraudulent, negligent, dishonest or otherwise, during the course of an Assignment or otherwise in connection with or arising out of an Assignment.

### **13 Confidentiality**

- 13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, 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 13.2.
- 13.2 Each party may disclose the other party's confidential information:
- 13.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
  - 13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

### **14 Warranties**

- 14.1 Each party warrants that it has full capacity and authority to enter into and perform this agreement.

### **15 Non-solicitation**

- 15.1 The parties agree that neither of them will either on their own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of six months from the end of, the term of this agreement, solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any key executive of the other party who has worked on the services provided under this agreement at any time during the term of this agreement.

### **16 Assignment and other dealings**

- 16.1 Neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

### **17 No partnership or agency**

- 17.1 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.
- 17.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

### **18 Limitation of Liability**

- 18.1 The Employment Business does not guarantee that the Platform, or any content on it, will always be available or be uninterrupted. Access to the Platform is permitted on a temporary basis. The Employment Business may suspend, withdraw, discontinue or change all or any part of the Platform without notice.

The Employment Business will not be liable to the Client if for any reason the Platform is unavailable at any time or for any period.

- 18.2 The Client acknowledges that the Client Rating is derived from ratings provided by Temporary Workers and that the Employment Business has no control whatsoever over them. The Employment Business shall therefore have no liability to the Client for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising out of or in connection with the Client's Client Rating.
- 18.3 The Client acknowledges that the Worker Information is (other than the Worker Rating) provided by Temporary Workers. Other than in respect of such information which the Employment Business is required to provide pursuant to Regulation 18 of Conduct Regulations 2003, the Employment Business makes no representations, warranties or guarantees, whether express or implied, that the content on the Platform is accurate, complete or up-to-date.
- 18.4 The Employment Business shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, loss of data or any indirect or consequential loss arising under or in connection with the performance of its obligations under this agreement (including in relation to any Assignments).
- 18.5 Temporary Workers are deemed to be under the supervision and direction of the Client for the duration of the Assignment and the Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though the Temporary Worker was on the payroll of the Client. Accordingly, the Employment Business shall under no circumstances whatever be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the Introduction or supply of a Temporary Worker to the Client and, in particular, but without limitation, any such loss, injury, damage, expense or delay arising from or in any way connected with:
- 18.5.1 any failure of the Temporary Worker to meet the requirements of the Client for all or any of the purposes for which he is required by the Client (subject to clauses 6.2 and 6.3);
- 18.5.2 any act or omission of a Temporary Worker during the course of an Assignment or otherwise in connection with or arising out of an Assignment, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; and
- 18.5.3 any loss, injury, damage, expense or delay incurred or suffered by a Temporary Worker during the course of an Assignment or otherwise in connection with or arising out of an Assignment.
- 18.6 The Employment Business's total liability to the Client in respect of all other losses arising under or in connection with this agreement (including in relation to any Assignments), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed two times the total fees paid by the Client in relation to the Assignment to which the liability relates.
- 18.7 Nothing in this Agreement excludes or limits the liability of the Employment Business for death or personal injury arising from its negligence, or its fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

## **19 Entire agreement**

- 19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. For the avoidance of doubt, the Summary of Main Terms above does not form part of this agreement.
- 19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 19.4 Nothing in this clause shall limit or exclude any liability for fraud.

## **20 Third party rights**

- 20.1 No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

## **21 Notices**

- 21.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- 21.1.1 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
  - 21.1.2 sent by fax to its main fax number.
- 21.2 Any notice or communication shall be deemed to have been received:
- 21.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - 21.2.2 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 or at the time recorded by the delivery service.
  - 21.2.3 if sent by fax, at 9.00 am on the next Business Day after transmission.
- 21.3 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.

## **22 Governing law**

- 22.1 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.



## **23 Jurisdiction**

- 23.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## **24 Force majeure**

- 24.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement, including payment, if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

## **25 Severance**

- 25.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 25.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## Schedule 1

For the avoidance of doubt, the definitions in clause 2 of this agreement shall not apply to this Schedule 1 and defined terms which are used in any Part of this Schedule 1 shall apply only to that Part of this Schedule 1.

### Part 1 - PLATFORM TERMS OF USE

#### **PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING CATAPULT**

#### **1. INTRODUCTION**

- 1.1. These platform terms of use (together with the other documents referred to in them, which are collectively referred to here as the **Terms of Use**) tell you the terms on which you may download the Catapult mobile application (**App**) and access the Catapult platform and associated services, whether through the App, a web app, the website [www.joincatapult.com](http://www.joincatapult.com) or other means made available from time to time (together the **Service**, as further described in clause 5 below).
- 1.2. The App and Service is provided by Catapult Ventures Limited (**Catapult, us or we**). We are a limited company registered in England and Wales under company number 09712953, whose office is at 25-27 Horsell Road, London, N5 1XL.
- 1.3. These Terms of Use constitute a legal agreement between Catapult and you as a User (as described in clause 3 below) of the Service. By downloading the App or accessing the Service, you agree to these Terms of Use. If you do not agree to abide by these Terms of Use, you may not download the App or access the Service.

#### **2. END-USER LICENCE APPLYING TO THE APP**

- 2.1. On condition of you agreeing to abide by these Terms of Use, upon downloading the App to a mobile telephone or other device (**Device**) we grant you a non-transferable, non-exclusive licence to use the App on that Device to access the Service, subject to these Terms of Use. We reserve all other rights.
- 2.2. Except as expressly set out in these Terms of Use or as permitted by any local law, you agree:
  - 2.2.1. not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
  - 2.2.2. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
  - 2.2.3. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the App with another software program, and provided that the information obtained by you during such activities:

- a. is used only for the purpose of achieving inter-operability of the App with another software program;
  - b. is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - c. is not used to create any software that is substantially similar to the App;
- 2.2.4. to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;
  - 2.2.5. to retain any copyright notices on all entire and partial copies you make of the App on any medium;
  - 2.2.6. not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
  - 2.2.7. to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App.
- 2.3. You will be assumed to have obtained permission from the owner of any Device used to download the App. You and they may be charged by your and their service providers including for internet access on the Devices. You accept responsibility in accordance with these Terms of Use for the use of the App on or in relation to any Device, whether or not it is owned by you.

### **3. BECOMING A USER AND ACCESS TO THE SERVICE**

- 3.1. In order to access the Service through the App as a registered user (a **User**), you must first register with Catapult and complete any further checks made by us.
- 3.2. To become a User, you must first complete all of the required fields set out in the registration process accessed via the Service. You confirm to us that any registration information provided to us is complete, accurate and not misleading and that you will keep it up to date as it changes over time.
- 3.3. Users may register to access the Service in one of the following roles:
  - 3.3.1. "**Client**", an organisation seeking Workers to perform assignments; or
  - 3.3.2. "**Worker**", a person seeking temporary work for a Client assignment.
- 3.4. If you register as a Client, you will be asked to accept the terms of the Catapult Client Agreement.
- 3.5. If you register as a Worker, you will be asked to accept the terms of the Catapult Worker Agreement.
- 3.6. If you register a limited company, LLP or other incorporated entity as a Client, you confirm that you are duly authorised by the Client to access the Service and to bind the Client in that regard.
- 3.7. Once you have completed all of the required fields online, our acceptance of you as a User is subject to satisfactory completion of our internal checks, including a "right to work" check. The contract between us will only be formed when we confirm your registration as a User following completion of these checks. If we are unable to accept your registration request, we will inform you of this.

- 3.8. Your right to access the Service will be on-going unless ended in accordance with these Terms of Use, in particular clause 15.
- 3.9. We reserve the right to deactivate any User accounts which have been inactive, or left incomplete for six months or more. Fake profiles are not permitted.
- 3.10. The Service is intended for use by Users in a business context only, and not for use for domestic or private purposes or otherwise as a consumer.
- 3.11. Catapult is intended for use in England and Wales and we have no liability whatsoever in relation to use of the Service in or from other territories. Wherever you access and use the Service from, you agree that you will only use the Service in a manner consistent with these Terms of Use and any and all applicable local, national and international laws and regulations. To the extent that your use of the Service is not legal in your territory, you may not use the Service.
- 3.12. You are responsible for making all arrangements necessary for you to have access to the Service.

#### **4. PROTECTION OF USER ACCOUNT AND PASSWORD**

- 4.1. You must treat any User account log ins, user identification codes, passwords or any other pieces of information as part of our security procedures, as confidential. You must not disclose them to any third party or authorise others to use your User account.
- 4.2. You may not transfer your User account to any other person or entity. If you know or suspect that anyone other than you has obtained your user identification code or password and/or has accessed your User account, you must immediately notify us using the "Contact Us" section of the platform and change your password.
- 4.3. You are responsible for the acts and omissions of any third parties who use your User identification code or password to access your User account, whether fraudulent or not, and you agree to reimburse us on demand for any loss we may suffer as a result of such use.
- 4.4. We have the right to disable any User identification code or password, whether chosen by you or allocated by us, at any time if, in our reasonable opinion, you have failed to comply with any of the provisions of these Terms of Use.

#### **5. THE SERVICE**

- 5.1. **The Service** consists of access to the Catapult platform and associated services. The specific Catapult functionality and the details of the associated services available will be as provided to you from time to time through the platform, and as described on our website. The functionality will vary depending on your User role.
- 5.2. On condition of you agreeing to abide by these Terms of Use, we hereby grant you a non-transferable, non-exclusive licence while you remain a User to access the Service in accordance with these Terms of Use.

#### **6. CHARGES**

- 6.1. Clients shall pay the fees in accordance with the Catapult Client Agreement. Use of the Services is free of charge for Workers.

- 6.2. The applicable fees will be paid by direct debit or such other payment method as is notified to you from time to time.
- 6.3. We reserve the right to suspend the provision of the Services in the event that applicable fees are not paid when due.
- 6.4. We reserve the right to change the fees at any time on one month's written notice to you (including by email). If you do not wish to continue to be a User under the new fees, you may end it in accordance with clause 15.1.

## **7. DATA AND PRIVACY POLICY**

- 7.1. These Terms of Use refer to our Data and Privacy Policy, which is contained in Part 2 of this Schedule, and which set out the terms on which we process any data (whether personal data or otherwise) we collect from you, or that you provide to us. Our Data and Privacy Policy also incorporates our Cookies Policy, which is contained in Part 3 of this Schedule.
- 7.2. By using the Service you consent to such processing by us in accordance with our Data and Privacy Policy and you warrant that all data provided by you is accurate to the best of your knowledge.

## **8. SUBMITTED CONTENT**

- 8.1. From time to time you and other Users will submit information and/or content to the Service, including when setting up your User profile on the Service, uploading information (including but not limited to information regarding assignments, client or worker ratings as applicable, and audio-visual content) while using the Service, and when using any communication, messaging, blogging or social media functionality that may form part of the Service from time to time (**Submitted Content**).
- 8.2. Your Submitted Content is solely your responsibility. In particular:
  - 8.2.1. your Submitted Content must comply with these terms of use, in particular the content standards set out at clause 14 below. You warrant that any such User Content complies with these Terms of Use; and
  - 8.2.2. it is your responsibility to ensure that your Submitted Content is up to date and suitable for disclosure to other Users through the Service. You should not disclose confidential or otherwise sensitive information unless you are happy for it to be shared through the Service.
- 8.3. We will not control, verify or otherwise check Submitted Content and we take no responsibility for it whatsoever, including for its accuracy, completeness or suitability for use in the Service.
- 8.4. However we reserve the right to refuse to process and to remove Submitted Content if, in our sole opinion, it does not comply with these Terms of Use or any applicable law, or upon the reasonable request of any third party.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. Whilst the User (or your relevant licensors) will retain ownership of the copyright and all other intellectual property rights whatsoever (and wherever existing in the world, together **IP Rights**) subsisting in its Submitted Content, the User hereby:
  - 9.1.1. grants to us (or, as relevant, agrees to procure the grant to us of) a licence to use such Submitted Content in accordance with these Terms of Use including in order to provide the Service;

- 9.1.2. confirms that the User is duly licensed to submit the Submitted Content to us and that the use of Submitted Content in accordance with these Terms of Use will not breach a third party's rights including but not limited to any IP Rights or rights in confidential information and agrees to indemnify us in respect of any loss or damage (including legal fees) incurred by us in the event of a breach of this clause 9.1.2; and
  - 9.1.3. agrees that Submitted Content may become part of a database and that we will own the rights in that database.
- 9.2. Except for Submitted Content, we are the owner or the licensee of all IP Rights subsisting in the Service including any Platform Content, the App and any other software used in the provision of the Service. All such rights are reserved and you have no rights in, or to, the Service including Platform Content other than the rights to use it in accordance with these Terms of Use.
- 9.3. We warrant that (except in relation to Submitted Content) the use of the Service in accordance with these Terms of Use will not infringe any third party IP Rights.
- 9.4. You are under no obligation to provide feedback, improvements or other suggestions (**Feedback**) that might improve the Service, however if you do so, you acknowledge that Catapult is free to use such Feedback in any way and that Catapult shall own any and all intellectual property rights subsisting in or arising in relation to such Feedback as it may be incorporated into the Service.

## **10. USE OF PLATFORM CONTENT**

- 10.1. The Service provides (amongst other things) Users with access other User profiles, content and assignment details (together **Platform Content**). Your access to Platform Content will depend on your User role.
- 10.2. Whilst we do our best to provide a reliable and accurate Service, you acknowledge and agree that, except as expressly set out in the Worker Agreement or the Client Agreement or as required by applicable law:
  - 10.2.1. we make no guarantee that Platform Content is correct, complete, accurate or up-to-date and we take no liability in that regard;
  - 10.2.2. Platform Content may be dependent on the quality and accuracy of source information available to us;
  - 10.2.3. any use of or reliance by you on any Platform Content is entirely at your own risk, we take no responsibility for the consequences of such actions and in particular no guarantee is made by us that such actions will benefit you or your business in any way.
- 10.3. You agree not to share Platform Content with third parties without our prior written consent. For the avoidance of doubt the foregoing does not prevent you from using Platform Content in accordance with these Terms of Use for your own purposes (including business purposes).

## **11. INTERACTION WITH OTHER USERS**

- 11.1. Except as expressly set out in the Worker Agreement or the Client Agreement or as required by applicable law, you acknowledge that any interaction with other Users is entirely at your own risk and we take no responsibility for the consequences of such actions. All decisions and actions taken by you in connection with any such interaction are your responsibility and taken at your own risk.

## **12. LIMITATION OF OUR LIABILITY**

- 12.1. Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 12.2. We do not guarantee that the Service will always be available or that access to it will be uninterrupted.
- 12.3. Without prejudice to the terms of the Worker Agreement or the Client Agreement (as applicable), no representations, conditions, warranties or other assurances of any kind are given in respect of the Service and all statutory warranties and conditions are excluded to the fullest extent permissible by law. In particular Catapult makes no guarantee that access to the Service will be uninterrupted or error-free or that the Service or other information obtained through the Service will meet your requirements. To the extent permissible by law, we will have no liability to you whatsoever in relation to the operation and receipt of the Service and you assume all risk of any use made of the Service. Access to the Service is permitted on a temporary basis. We may suspend, withdraw or discontinue or any part of the Service without notice. We will not be liable to you if, for any reason, the Service is unavailable at any time or for any period.
- 12.4. We use reasonable endeavours to remove bugs or viruses but we do not guarantee that the App or the Service will be secure or free from bugs or viruses. You should use your own virus protection software. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Service.

## **13. PROHIBITED USES OF THE SERVICE**

- 13.1. You may use the Service only for lawful purposes. You may not use the Service:
  - 13.1.1. in any way that breaches any applicable local, national or international law or regulation;
  - 13.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - 13.1.3. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out below;
  - 13.1.4. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
  - 13.1.5. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 13.2. You also agree:
  - 13.2.1. not to reproduce, duplicate, copy or re-sell any part of the Service in contravention of these Terms of Use;
  - 13.2.2. not to impersonate any other registered users; and

- 13.2.3. not to access without authority, penetrate, interfere with, damage or disrupt (or attempt to do any of the same): (i) the accounts of other Users; (ii) any part of the Service or its security measures; (iii) any equipment or network on which the Service is stored; or (iv) the App or any other software used in the provision of the Service.

#### **14. CONTENT STANDARDS**

- 14.1. These content standards apply to any and all Submitted Content (as defined in clause 8.1 above) submitted by you in your use of the Service.
- 14.2. You must comply with the spirit of the following standards, as well as the letter. The standards apply to each part of any User Content as well as to its whole.
- 14.3. Submitted Content must:
  - 14.3.1. be accurate (where it states facts);
  - 14.3.2. be genuinely held (where it states opinions); and
  - 14.3.3. comply with applicable law in the UK and in any country from which it is posted.
- 14.4. Submitted Content must not:
  - 14.4.1. (except as contemplated by the normal use of the Service) amount to advertising or offering for sale existing products, services or events including, without limitation, competitions, links to other websites or premium rate telephone numbers;
  - 14.4.2. contain any material which is defamatory or inaccurate of any person;
  - 14.4.3. contain any material which is obscene, offensive, hateful or inflammatory;
  - 14.4.4. promote indecent or sexually explicit material;
  - 14.4.5. promote violence;
  - 14.4.6. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - 14.4.7. infringe any copyright, database right, trade mark or other intellectual property rights of any other person;
  - 14.4.8. contain video, audio photographs or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
  - 14.4.9. be likely to deceive any person;
  - 14.4.10. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
  - 14.4.11. advocate, promote, assist or enable any illegal or unlawful activities (including, without limitation, copyright infringement or computer misuse) or intend to defraud, swindle or deceive other Users;
  - 14.4.12. be threatening, abuse or invade another's privacy or cause annoyance, inconvenience or needless anxiety;



- 14.4.13. be likely to harass, upset, embarrass, alarm or annoy any other person;
- 14.4.14. be used to impersonate any person or to misrepresent your identity or affiliation with any person;
- 14.4.15. give the impression that they emanate from us, if this is not the case;  
or
- 14.4.16. disseminate or otherwise disclose another person's personal information without his or her prior permission, or collect or solicit another person's personal information for commercial or unlawful purposes.

## **15. CEASING TO BE A USER**

- 15.1. You may cease to be a User at any time by notifying us using the relevant section of the Service. Your right to receive the Service will end immediately.
- 15.2. We will determine, in our discretion, whether there has been a breach of these Terms of Use through any use by you of the Service. If such a breach has occurred, we may take such action as we deem appropriate, including all or any of the following actions:
  - 15.2.1. immediate, temporary or permanent withdrawal of any relevant User account and/or your right to use the Service;
  - 15.2.2. immediate, temporary or permanent removal of any Submitted Content;
  - 15.2.3. the issue of a warning to you;
  - 15.2.4. legal action against you and/or the User; and
  - 15.2.5. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 15.3. In the event that we withdraw your User account permanently, this will be deemed to constitute a termination of any ongoing assignments in which the User is involved at that time.
- 15.4. The responses described above are not limited and we may take any other action we reasonably deem appropriate.
- 15.5. If you cease being a User for any reason:
  - 15.5.1. you must immediately cease using the Service;
  - 15.5.2. you must immediately delete or remove the App from all Devices and destroy all copies of the App in your possession or control and (if requested by us) certify that you have done so;
  - 15.5.3. we may delete any or all of your Submitted Content, subject to any legal obligations we may have to retain information relating to Workers.

## **16. CHANGES TO THESE TERMS OF USE, THE APP AND THE SERVICE**

- 16.1. You will be asked to read and accept these Terms of Use at the time you first access the Service.

- 16.2. We may revise these Terms of Use at any time and in the event of such a revision, you may be asked to read and accept the revised Terms of Use at the next time you access the Service.
- 16.3. From time to time updates to the App may be issued. Depending on the update, you may not be able to use the Services until you have downloaded the latest version of the App and accepted any new terms relating to it.
- 16.4. We may update the Service from time to time, and may change the content and/or functionality provided through the Service at any time.
- 16.5. No variation to these Terms of Use may be made save by a variation notified by us as described above, or else in writing signed by you and us.

## **17. THIRD PARTY LINKS AND RESOURCES IN CATAPULT**

- 17.1. Where the Service contains links to other sites and resources provided by third parties who are not under our control, these links are provided for your information only.
- 17.2. We have no control over, and assume no responsibility for, the content of those sites or resources or their availability. Any such links should not be interpreted as endorsement by us of those sites and we will not be liable for any loss or damage that may arise from your use of them.
- 17.3. You acknowledge that you are solely responsible for any links to external sites that you include in your User profile or otherwise provide to other Users through the Service.

## **18. THIRD PARTY RIGHTS**

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

## **19. APPLICABLE LAW**

- 19.1. These Terms of Use, their subject matter and their formation, are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## **20. TRADE MARKS**

- 20.1. "Catapult", "Catapult Ventures" and the Catapult logo are trade marks of Catapult Ventures Limited. All our rights are reserved.

## **21. CONTACT US AND COMPLAINTS**

- 21.1. To contact us, including with any comments or complaints regarding the Service, or if you are concerned that any content accessed through the Service breaches intellectual property or other rights, please contact our support line, use the "Contact Us" section of the App or email [hello@joincatapult.com](mailto:hello@joincatapult.com).

## Part 2 – DATA AND PRIVACY POLICY

Catapult Ventures Limited ("**We**") are committed to protecting and respecting your privacy.

This policy (together with our platform terms of use, which are contained in part 1 of this Schedule 1, and any other documents referred to on it) sets out the basis on which any data including personal data we collect from you, or that you provide to us, will be processed by us.

Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting [www.joincatapult.com](http://www.joincatapult.com) or downloading and using our mobile app (together the **Service**) you are accepting and consenting to the practices described in this policy.

For the purpose of the Data Protection Act 1998 (the **Act**), the data controller is Catapult Ventures Limited, registered company number 09712953 whose registered office is at 25-27 Horsell Road, London, N5 1XL, United Kingdom.

### INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following information about you:

- **Information you give us.** You may give us information about you by filling in forms on our site or the mobile app in order to access the Service, when you use the Service, or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you register to use our site, subscribe to our service, participate in discussion or other social media functions, and when you report a problem with our site. The information you give us may include your name, address, e-mail address and phone number, your professional profile, direct debit information and photograph, audio-visual content. If you are registered with the Service as a **Worker** (as defined in our platform terms of use), we may also collect the Worker Information (as defined in the Catapult Worker Agreement). If you are registered with the Service as a **Client** (as defined in our platform terms of use), we may also collect details of potential assignments (as set out in the Catapult Client Agreement).
- **Information we collect about you.** With regard to each of your visits to our site we may automatically collect (and you consent to us accessing and collecting) the following information:
  - including the type of mobile device you use (**Device**), a unique device identifier (for example, your Device's IMEI number, the MAC address of the Device's wireless network interface, or the mobile phone number used by the Device), mobile network information, your mobile operating system, the type of mobile browser you use, the time zone setting;
  - details of your use of the Service including, but not limited to, traffic data, location data, statistics of content uploaded and viewed, voting behaviour and other communication data.
  - technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
  - information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our site (including date

and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number.

- **Cookies.** Our website uses cookies to distinguish you from other users of our Service. This helps us to provide you with a better experience when you use the Service. For detailed information on the cookies we use and the purposes for which we use them, please see our Cookies policy contained in Part 3 of this Schedule 1.
- **Location Information.** We may make use of location data sent from Devices. You can turn off this functionality at any time by turning off the location services settings for the mobile application on the Device. If you use these location services, you consent to us and our affiliates' and licensees' transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based products and services. We may also use GPS technology or other technology to determine your current location. Some of our location-enabled services require your personal data for the feature to work.
- **Information we receive from other sources.**
  - We may work with third parties (including, for example, other users, business partners or sub-contractors in technical, payment and ID verification services, analytics providers, search information providers, credit reference agencies) and may receive information about you from them.
  - If you are registered with the Service as a Worker, we may collect information from Clients to enable us to compile the Worker Rating (as defined in the Catapult Worker Agreement). If you are registered with the Service as a Client, we may collect information from Workers to enable us to compile the Client Rating (as defined in the Catapult Client Agreement).
  - We may receive information about you if you use any other websites we operate or the other services we provide from time to time.

## **USES MADE OF THE INFORMATION**

We use information held about you in the following ways:

- **Information you give to us.** We will use this information:
  - to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us (including the Service);
  - to improve your experience of, and to enhance, the Service provided to you.
  - to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;
  - to notify you about changes to the Service;
  - to ensure that content from our site is presented in the most effective manner for you and for your Device;

- for the purposes of general analysis and research and in order to produce industry commentary and insights, provided that we may only disclose it outside Catapult in anonymised, aggregated or otherwise de-identified form.
- **Information we collect about you.** We will use this information:
  - to administer the Service and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
  - to improve our site to ensure that content is presented in the most effective manner for you and for your computer;
  - to allow you to participate in interactive features of our service, when you choose to do so;
  - as part of our efforts to keep our site safe and secure;
  - to make suggestions and recommendations to you about goods or services that may interest you or them.
- **Information we receive from other sources.** We may combine this information with information you give to us and information we collect about you. We may use this information and the combined information for the purposes set out above (depending on the types of information we receive).

## **DISCLOSURE OF YOUR INFORMATION**

We may share your personal information with any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries from time to time, as defined in section 1159 of the UK Companies Act 2006.

We may share your information with selected third parties including:

- Business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you.
- Third parties that require the data for their business purposes. In this case we will not disclose information about identifiable individuals to such third parties, but we may provide them with aggregate information about our users, for example, we may inform them that a particular number of men aged under 30 in a geographical area have expressed interest in a particular assignment on any given day.
- Analytics and search engine providers that assist us in the improvement and optimisation of our site.
- Credit reference agencies for the purpose of assessing your credit score where this is a condition of us entering into a contract with you.

We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If Catapult Ventures Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements; or
- to protect the rights, property, or safety of Catapult Ventures Limited, our users, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

## **WHERE WE STORE YOUR PERSONAL DATA**

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA") including for the purposes of our hosting and data centre provider. It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

## **YOUR RIGHTS**

We will not share your personal data for marketing purposes..

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

## **ACCESS TO INFORMATION**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

## **CHANGES TO OUR PRIVACY POLICY**

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

## **CONTACT**

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [hello@joincatapult.com](mailto:hello@joincatapult.com).

## Part 3 - COOKIES POLICY

### INFORMATION ABOUT OUR USE OF COOKIES

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

We use the following cookies:

- **Strictly necessary cookies.** These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
- **Analytical/performance cookies.** They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- **Functionality cookies.** These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- **Targeting cookies.** These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

You can find more information about the individual cookies we use and the purposes for which we use them in the table below:

Cookie	Name	Purpose	More information
Login Cookie	Login Cookie	Allows us to maintain a logged in users session	This is a standard session cookie
Google Analytics	Google Analytics	Allows us to collect aggregate data on the usage of the platform	This is a third party cookie, it's possible to opt out <a href="https://tools.google.com/dlpage/gaoptout">here</a> ; <a href="https://tools.google.com/dlpage/gaoptout">https://tools.google.com/dlpage/gaoptout</a>

Please note that third parties (including, for example, Google Analytics and providers of external services like web traffic analysis services) may also use cookies, over which we

have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

Except for essential cookies, all cookies will expire after 2 years (if not before).