

Contractor Agreement

Wilmington FRA

Terms and Conditions

IT IS AGREED:

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

“Appropriate Measures” means appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by Processing, in particular (but not limited to) from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed, taking account of the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Appropriate Measures shall include (but are not limited to) any measures which the Consultant has represented itself as having in place, required by any code of conduct or certification mechanism to which the Consultant is subject, or which the Consultant has represented itself as having in place;

“Board” means the board of directors of the Client (including any committee of the board duly appointed by it);

“Business of the Client” means a consolidation of business operations that (focusing on four key market areas of Risk & Compliance, Finance, Legal and Insight) provides information, education and networking opportunities;

“Business Opportunities” means any opportunities which the Consultant becomes aware of during the Engagement which relate to the Business of the Client or any Group Company or which the Board reasonably considers might be of benefit to the Client or any Group Company;

“Capacity” means as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity;

“Client” means the party engaging the Consultant to provide the services as set out on the Front Sheet;

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“Client Materials” has the meaning given in clause 9.1.

“Client Property” means all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Client or Group Company or its or their customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant’s use by the Client during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant on the Client’s or the Consultant’s computer systems or other electronic equipment during the Engagement (including all Client Materials and Created Materials);

“Commencement Date” the date set out on the Front Sheet.

“Confidential Information” means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, clients, suppliers, products, affairs and finances of the Client or any Group Company for the time being confidential to the Client or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the Business of the Client or of any Group Company or any of its or their clients, suppliers, customers, agents, distributors, shareholders, management or business contacts, including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with their Engagement, whether or not such information (if in anything other than oral form) is marked confidential;

“Consultant” means the party engaged by the Client to provide the services as set out on the Front Sheet;

“Consultant Personnel” means the employee, contractor, office holder or other person supplied to provide the Services by the Consultant (where applicable);

“Consultant Requirements” means the consultant requirements set out in the Front Sheet;

“Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach” and **“Processing”** have the meanings given to them in the Data Protection Legislation.

“Created Materials” has the meaning given to it in clause 9.2.

“Customer” means (1) any customer of the Client in connection with the Restricted Business or (2) any other person, firm or company to whom the Client has presented or approached or with whom the Client has negotiated with a view to that person, firm or company becoming a customer or client of the Client in connection with the Restricted Business and who became a customer within six months following the Termination Date and in each case provided that during the six month period immediately prior to the Termination Date the Consultant has dealt or

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sought to deal on behalf of the Client in connection with this agreement with that customer, person, firm or company or whom the Consultant has been responsible during such period for the account of or for managing any business relationship with that customer or client or person firm or company.

“Data Protection Legislation” means all applicable data protection, taking into account the US State that the activity / service is being provided, or any other country where relevant for example the retained EU law version of the General Data Protection Regulation (EU) 2016/679 (**“UK GDPR”**), the UK Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation the privacy of electronic communications);

“Engagement” means the engagement of the Consultant by the Client on the terms of this agreement;

“Fee” means the fee set out in the Front Sheet;

“Front Sheet” means the front sheet of this agreement;

“Group Company” means the Client, its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time and the terms;

“Intellectual Property Rights” means patents, rights to Inventions, copyright and related rights, moral rights, trademarks, trade/business names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Inventions” means any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium;

“Key Performance Indicator” or **“KPI”** means any key performance indicator set out in the Front Sheet with regard to the Consultant’s performance of the Services;

“Restricted Business” means the business of the Client at the Termination Date but limited to services of a kind with which the Consultant was concerned or involved in the course of this engagement during the six month period immediately prior to the Consultant ceasing to be

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engaged or for which the Consultant has been responsible during such period;

“**Services**” means the services provided by the Consultant in a consultancy capacity for the Client or any Group Company as more particularly described in the Front Sheet and other services as the Consultant and the Client may agree upon from time to time;

“**Substitute**” means a substitute for the Consultant (or Consultant Personnel, as applicable) appointed under the terms of clause 3.3;

“**Term**” means the term as set out in the Front Sheet;

“**Termination Date**” means the date of termination of this agreement, howsoever arising; and

“**Work**” means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, training guides, overhead slides and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 The Schedules and Front Sheet to this agreement forms part of (and is incorporated into) this agreement, but Appendix A does not form part of the agreement. If there is any conflict between the provisions of this agreement, then the following descending order of precedence shall apply: the Front Sheet, the Terms and Conditions, the Schedules.
- 1.7 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. Term of Engagement

- 2.1 The Client shall engage the Consultant and the Consultant shall provide the Services on the terms of this agreement.
- 2.2 The Engagement shall commence on the Commencement Date and shall continue for the duration of the Term unless terminated:
 - 2.2.1 as provided by the terms of this agreement; or
 - 2.2.2 by either party giving to the other the notice as specified in the Front Sheet.

3. Duties and obligations

- 3.1 The Consultant shall:
 - 3.1.1 provide the Services, with all due care, skill and ability and use their best endeavours to promote the interests of the Client or any Group Company;
 - 3.1.2 comply with any KPIs or other agreed standards of performance;
 - 3.1.3 promptly give to the Board all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services;
 - 3.1.4 at all times abide by the Wilmington plc Supplier Code of Conduct provided in Schedule 1; and
 - 3.1.5 comply with any special terms set out in the Front Sheet.
- 3.2 If the Consultant is unable to provide the Services, they shall advise the Client of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.
- 3.3 The Consultant may, subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services on their behalf or instead of the Contractor Personnel (as applicable), provided that the Substitute shall be required to enter into direct undertakings with the Client, including with regard to confidentiality. The Consultant shall continue to invoice the Client in accordance with clause 4 and shall be responsible for the remuneration of the Substitute. For the avoidance of doubt, the Consultant will continue to be subject to all duties and obligations under this agreement

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for the duration of the appointment of the Substitute.

- 3.4 Unless they have been specifically authorised to do so by the Client in writing, the Consultant shall not:
 - 3.4.1 have any authority to incur any expenditure in the name of or for the account of the Client; or
 - 3.4.2 hold themselves out as having authority to bind the Client.
- 3.5 The Consultant shall comply with all reasonable standards of safety at the premises where the Services are provided and report to the Client any unsafe working conditions or practices.
- 3.6 The Consultant shall:
 - 3.6.1 comply with the Client's requirements as set out in ancillary agreements and codes of conduct including Supplier Code of Conduct and any such other agreements and policies as the Client may specify from time to time; and
 - 3.6.2 carry out the services specified in the Consultant Requirements, and any other related services as required by the Client from time to time. Failure to comply with this clause 3.6.2 by the Consultant may result in the Client withholding the Fees.
- 3.7 The Client will provide the Consultant Requirements, to be used solely for provision of the Services.
- 3.8 The Consultant shall:
 - 3.8.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption
 - 3.8.2 not engage in any activity, practice or conduct which would constitute an offence
 - 3.8.3 promptly report to the Client any request or demand for any undue financial, tax (including any request or demand from a third party to facilitate the evasion of tax) or other advantage of any kind received by the Consultant in connection with the performance of this agreement, whether under US law or under the law of any foreign country,
 - 3.8.4 not engage in any activity, practice or conduct which would constitute Tax Evasion

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- 3.8.5 ensure that all persons associated with the Consultant or other persons who are performing Services in connection with this agreement comply with this clause 3.8.

4. Fees

- 4.1 The Consultant shall submit an itemised invoice to the Client for the Fees (less any deductions as required by law, if applicable) on the last working day of each month or at the end of a specific period of services setting out the amount of the fee payable for the Services during that month.
- 4.2 Without prejudice to clause 3.6.2, in consideration of the provision of the Services during the Engagement, the Client shall endeavour to pay each invoice submitted by the Consultant in accordance with clause 4.1 within 30 days of receipt.
- 4.3 The Client shall be entitled to set off against the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to the Client or any Group Company at any time.
- 4.4 Payment in full or in part of the fees claimed under clause 4 or any expenses claimed under clause 5 shall be without prejudice to any claims or rights of the Client or any Group Company against the Consultant in respect of the provision of the Services.

5. Reimbursement of additional costs

- 5.1 Subject to prior agreement as expressly stated on the Front Sheet, the Client shall reimburse all reasonable additional costs properly and necessarily incurred by the Consultant in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment and in accordance with any Client policy notified to the Consultant. For any overseas travel involved in the performance of the Services, the Consultant shall be responsible for arranging any necessary insurances, inoculations and immigration requirements at its cost.

6. Other activities

- 6.1 Nothing in this agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

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- 6.1.1 such activity does not cause a breach of any of the Consultant's obligations under this agreement;
- 6.1.2 the Consultant shall not engage in any such activity if it relates to a business which is in any way detrimental to the Business of the Client (see Schedule 1) without the prior written consent of the Client; and
- 6.1.3 the Consultant shall ensure that any such activity does not interfere with the delivery of the Services which the Consultant has agreed to undertake on behalf of the Client from time to time during the Engagement;

6.2 The Consultant acknowledges that:

- 6.2.1 their primary duty under this agreement is to ensure the Services referred to in this agreement are provided;
- 6.2.2 the information gained by it or them in the provision of the Services is not or may not be known by the general public or by the majority of those engaged in the business of the Client;
- 6.2.3 by virtue of this agreement and engagement the Consultant will obtain Confidential Information as to the business, operations and organisation of the Client including names of customers and their operations which belongs exclusively to and is of substantial value to the Client

and that accordingly the Consultant agrees to be bound by this clause 6.2 to 6.5 in order to protect the legitimate interests of the Client.

- 6.3 The Consultant shall not during the term of this agreement, or for a period of six months after the Termination Date, in connection with the **Restricted Business** either personally or by an agent and either on their own account or for or in association with any other person directly or indirectly canvass, solicit, approach or seek out or cause to be canvassed, solicited, approached or sought out any Customer for orders or instructions in respect of any goods or services provided or supplied by the Client which are the same or substantially similar to such goods or services in connection with the Restricted Business.
- 6.4 The Consultant shall not during the term of this agreement, or for a period of six months after the Termination Date either personally in the case of or by an agent and either on their own account or by or in association with any other person or otherwise directly or indirectly engage in the Restricted Business with any Customer.

- 6.5 The Consultant fully understands the meaning and effect of the covenants given by them above and acknowledges and accepts that such covenants are fair and reasonable in all the circumstances at the time this agreement was made.

7. Confidential Information

- 7.1 The Consultant acknowledges that in the course of the Engagement they will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 7.
- 7.2 The Consultant shall not (except in the proper course of their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
- 7.2.1 any use or disclosure authorised by the Client or required by law; or
 - 7.2.2 any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.
- 7.3 At any stage during the Engagement, the Consultant will promptly on request return all and any Client Property in their possession to the Client.

8. Data protection

- 8.1 The Client will collect and Process information relating to the Consultant as needed to facilitate the engagement
- 8.2 The Consultant and Client will at all times comply with any relevant Data Protection Legislation.
- 8.3 The Consultant will operate under the Clients instruction and manage data appropriately, including, but not limited to the sharing, storage, access and retention of any data under the Consultants control.

9. Intellectual property

- 9.1 The Client shall provide to the Consultant in advance of the provision of any Services under this Engagement sufficient copies of any work as is reasonably necessary for use by

the Consultant in providing the relevant Services ("**Client Materials**"). For the avoidance of doubt, Client Materials shall include the Created Materials assigned in accordance with clause 9.2 The Consultant shall not:

9.1.1 use any Client Materials for any purpose other than providing Services. In particular, but without limitation, the Consultant shall not use any Client Materials in relation to any other services that the Consultant may provide to Customers;

9.1.2 copy, modify or amend any Client Materials without the prior written consent of the Client save for the purposes of providing the Services; or

9.1.3 provide any Client Materials to any third party or permit any third party to use work saved for the purposes of providing the Services.

9.2 The Consultant acknowledges that the Client and/or its licensors own all Intellectual Property Rights in the Client Materials, and any work created by or on behalf of the Consultant during the provision of any Services (including all Works and Inventions) ("**Created Materials**"). The Consultant hereby assigns with full title guarantee by way of future assignment all right, title and interest in and to any Created Materials and the Consultant shall do all such things and execute all such documents as may be necessary or desirable to vest the same in the Client and to defend the Client against claims that works embodying Intellectual Property Rights infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Created Materials.

9.3 The Client hereby grants the Consultant a right to use any Client Materials to the extent necessary to provide the relevant Services, on and subject to the terms of this Agreement including but not limited to the restrictions set out in clauses 9.1.1 and 9.1.3.

9.4 The Consultant undertakes:

9.4.1 to notify the Client of any Created Materials in writing promptly on their creation;

9.4.2 to keep confidential details of all Created Materials and Client Materials , other than in the course of providing the Services to the Customer;

9.4.3 whenever requested to do so by the Client and in any event on the termination of the Engagement, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Created Materials and the process of their creation which

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are in their possession, custody or power; and

9.4.4 not to register nor attempt to register any of the Intellectual Property Rights in the Created Materials unless requested to do so by the Client.

9.5 The Consultant warrants to the Client that:

9.5.1 they have not given and will not give permission to any third party to use any of the Created Materials, nor any of the Intellectual Property in the Created Materials;

9.5.2 they are unaware of any use by any third party of any of the Created Materials or Intellectual Property Rights in the Created Materials; and

9.5.3 the use of the Created Materials or the Intellectual Property in the Created Materials by the Client will not infringe the rights of any third party.

9.6 The Consultant agrees to indemnify the Client and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Client, or for which the Client may become liable, with respect to any intellectual property infringement claim or other claim relating to the Created Materials supplied by the Consultant to the Client during the course of providing the Services.

9.7 The Consultant waives any moral rights in the Created Materials to which they are now or may at any future time be entitled and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Created Materials or other materials infringes the Consultant's moral rights.

9.8 The Consultant acknowledges that, except as provided by law, no further fees or compensation other than those provided for in this agreement are due or may become due to the Consultant in respect of the performance of their obligations under this clause 9.

9.9 The Consultant irrevocably appoints the Client to be their attorney in their name and on their behalf to execute documents, use the Consultant's name and do all things which are necessary or desirable for the Client to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the Client, that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

10. Insurance, liability and indemnity

10.1 The Consultant shall put in place appropriate insurance cover for any loss, liability, costs (including reasonable legal costs), damages or expenses which the Client may incur as a

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result of a breach by the Consultant or a Substitute engaged by the Consultant of the terms of this agreement.

- 10.2 The Consultant agrees, if requested by the Client, to supply a copy of certificates of insurance covering the period under which services are to be provided and where appropriate, covering the period under which liability extends beyond termination of the engagement.
- 10.3 The Consultant shall indemnify the Client and any Group Company against all and any loss, liability, costs, damages and expenses which it may incur in connection with the provision of the Services by the Consultant or the performance of the Services by the Consultant (and/or their Substitute) in connection with this agreement, including any breach of the agreement, or any negligent or reckless acts, omissions or defaults in the provision of the Services.

11. Termination

- 11.1 Notwithstanding the provisions of clause 2.2, the Client may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:
- 11.1.1 commits any misconduct affecting the Business of the Client or any Group Company;
 - 11.1.2 commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Client;
 - 11.1.3 is convicted of any criminal offence;
 - 11.1.4 is in the reasonable opinion of the Board (acting reasonably) negligent or incompetent in the performance of the Services, or any background checks are deemed by the Board to be unsatisfactory;
 - 11.1.5 is declared bankrupt or makes any arrangement with or for the benefit of their creditors;
 - 11.1.6 is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 10 days in any 52-week consecutive period;

- 11.1.7 commits any fraud or dishonesty or acts in any manner which in the opinion of the Client brings or is likely to bring the Consultant or the Client or any Group Company into disrepute or is materially adverse to the interests of the Client or any Group Company;
 - 11.1.8 commits any breach of the Client's policies and procedures notified to the Consultant under this agreement; or
 - 11.1.9 commits any breach of clause 3.8.
- 11.2 The rights of the Client under clause 11.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Consultant as having brought the agreement to an end. Any delay by the Client in exercising its rights to terminate shall not constitute a waiver of these rights.

12. Obligations on expiry or termination

- 12.1 On the expiry or termination of this agreement, the Consultant shall:
- 12.1.1 immediately deliver to the Client all Client Property in their possession or under their control;
 - 12.1.2 delete the contact details of business clients (active, previous and/or potential) and any other Confidential Information from personal or professional email accounts or databases;
 - 12.1.3 provide a signed statement that they have complied fully with their obligations under this clause 12, if requested to do so by the Client; and
 - 12.1.4 provide any termination assistance in accordance with any terms set out in the Front Sheet to ensure the orderly transition of the Services to the Client or a successor consultant.

13. Status

- 13.1 The relationship of the Consultant to the Client will be that of an independent contractor. Nothing in this agreement shall render them an employee, worker, agent or partner of the Client and the Consultant shall not hold themselves out as such.

- 13.2 This agreement constitutes a contract for the provision of services and not a contract of

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employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Client or any Group Company for and in respect of:

- 13.2.1 any liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify the Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Client's negligence or wilful default; and
- 13.2.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any Substitute against the Client arising out of or in connection with the provision of the Services.

13.3 The Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

13.4 N/A

13.5 In the event that such indemnity per clause 13.2 is required to be enforced, the Consultant agrees to a fee of 15% of the gross payment in respect of the additional management time and processing costs incurred by the Client and the Client shall be entitled to deduct any amounts in respect of the fee within this clause from any accrued or future fees due to the Consultant under this Agreement and the Consultant hereby agrees to such right of deduction.

14. Notices

14.1 Any notice given under this agreement shall be in writing by email and electronically signed by or on behalf of the party giving it.

15. Entire agreement and previous contracts

15.1 Each party acknowledges and agrees that:

- 15.1.1 this agreement together with any documents referred to in it constitutes the entire agreement and understanding between them and supersedes any previous arrangement, understanding or agreement between them (which shall be deemed to have been terminated by mutual consent);

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- 15.1.2 in entering into this agreement neither party has relied 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; and
- 15.1.3 each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement. Nothing in this agreement shall, however, limit or exclude any liability for fraud.

16. Variation

- 16.1 No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

17. Counterparts

- 17.1 This agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

18. Third party rights

- 18.1 Except as expressly provided elsewhere in this agreement a person who is not a party to this agreement shall not have any rights under the term of this agreement.

19. Governing law and jurisdiction

- 19.1 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 laws of the US and the relevant State in which the service is being delivered.