

INDEPENDENT SELF-EMPLOYED CALL OPERATORS CONTRACT

These terms of engagement represent the entire agreement between the Company and the Self-Employed Operator and cancel and replace all previous letters of engagement, agreement and arrangements, whether oral or in writing, between the Company and the Self-Employed Operator, all of which shall be deemed to have terminated by mutual consent. The Self-Employed Operator and the Company confirm that neither has entered into this agreement or continued to provide services or cooperation with the other in reliance upon any representation, warranty or undertaking of any other party which is not set out or referred to in this agreement.

The Company: **Excel Telemedia Ltd (the "Company")**

The Self-employed Operator _____ (Print Name) (the "**Self-Employed Operator**")

Date of issue: ____ / ____ / ____

SERVICES The Self-employed Operator shall supply the services as discussed in the Excel Telemedia Operator Manual (the "**Manual**") on a non-exclusive basis to customers of the Company (the "**Services**"). The Self-Employed Operator acknowledges and agrees that they are directly responsible for and owes a duty of care in respect of any of the Services which it provides to any customer. The Services shall be supplied to the best ability of the Self-employed Operator. The Self-Employed Operator acknowledges that there may be periods where no work is available and that the Company has no obligation to provide the Self-Employed Operator with any work or to provide any minimum number of customer opportunities.

WORKING HOURS The Self-employed Operator shall make themselves available and provide the Services for such hours at such times as they shall, in their absolute discretion, decide. There are no minimum hours or number of customer opportunities required and, in order to indicate availability, the Self-employed Operator may log onto the Company's telephone system with the PIN details provided. The Self-employed Operator will provide the services from their home address, or such other location as they may decide.

PAYMENT The fee for providing the Services (the "**Fee**") shall be calculated based on the actual length of Services provided, the current operator rate (which is subject to change from time to time - please refer to the current Manual) and paid on a weekly basis. The Company will raise a "self-bill" invoice on behalf of the Supplier for payment of the Fees exclusive of VAT (unless the Supplier has notified the Company that they are VAT registered), including dates and times for all work undertaken in connection with the Services, according to the telephonic records maintained by the Company.

The following further conditions apply and are consented to by the Self-employed Operator:

Invoices shall not be raised for amounts below £10. In the event that the Fee due to the Self-employed Operator in respect of a particular month is £10 or less, this amount shall not be paid that month, but shall instead be rolled forward to the following payment interval (until a £10 Fee is accrued).

The Fee shall be paid for minutes during which the Services are provided only. No Fee shall be payable in respect of periods where the Self-employed Operator has indicated availability but the Services have not been provided.

The Company reserves the right to withhold payments to Self-Employed Operators found to be responsible for unacceptable activity, breach of law or any terms and conditions set by this contract.

TAXATION The Self-employed Operator shall be fully responsible for any tax or national insurance liability arising from their relationship with the Company and is responsible for registering as a self-employed person with HM Revenue & Customs and any other relevant body and shall notify of earnings and, on request, provide details of the tax reference under which they are dealt to the Company. The Self-employed Operator shall ensure that all relevant statutory obligations are fulfilled.

This agreement constitutes a contract for the provision of services and not a contract of employment or a worker contract. So the Self-employed Operator will be fully responsible for and will indemnify and keep indemnified the Company and each group company in respect of any income tax and National Insurance contributions and any other amount arising from or made in connection with the performance by the Company of its obligations under this agreement or the performance by the Self-employed Operator of the Services.

The Company shall be entitled to deduct from any amounts payable to the Self-employed Operator and all amounts so paid or required to be paid by it and, to the extent that any amount of taxes paid or required to be paid by the Self-Employed Operator any sum to which it is entitled under the paragraph immediately above.

USE OF SYSTEMS The Self-employed Operator agrees that they will only use the Company's systems for the proper performance of the Services and will not promote, advertise, sell or in any way discuss other services or products with users or customers of the Company's services. Any Self-employed Operator found to be promoting or selling unauthorised or non-compliant services or products will have their contract terminated immediately. The Self-employed Operator may also be liable to a claim for loss of profits arising from their actions.

TERMINATION This agreement may be terminated by the Company the Supplier at any time by notice with immediate effect to the other party.

CONFIDENTIALITY Both the Company and the Self-employed Operator acknowledge their duty to keep secret all information given or gained in connection with the Services by the other or customers in confidence. In particular, the Self-employed Operator shall keep secret and shall not at any time either during this agreement, or after its termination, for whatever reason, use communicate or reveal to any person for his or their own or another's benefit, any secret or confidential information either in whole or in part concerning the business, finances or organisation of the Company its associated companies or partners, its or their suppliers or customers (including any personal information revealed to the Self-employed Operator while providing his Services) or any other

information considered confidential which shall have come to their knowledge during the course of this agreement. The Self-employed Operator shall use their best endeavours to prevent the publication or disclosure of any such information.

The Self-employed Operator shall at any time during the continuance of this agreement if so required by the Company and in the event of the termination of this agreement for whatever reason (whether lawfully or otherwise) give to the Company all original and copy documents in their possession, custody or control (including, without limitation, all books, manuals, documents, papers, materials) belonging to the Company or relating to the business of the Company together with any other property belonging to the Company.

The Self-employed Operator shall, if requested by the Company, irretrievably delete any information relating to the business of the Company stored in any magnetic or optical disc or memory and all matter derived from them which is in their possession, custody, care or control outside the premises of the Company and produce such evidence of deletion as the Company may require.

The restrictions and obligations contained in this clause shall not apply to:

- (a) any disclosure or case authorised by the Company or required in the ordinary and proper course of the implementation of this agreement or as required by the order of a court of competent jurisdiction or an appropriate regulatory authority; or
- (b) any information which the Self-employed Operator can demonstrate was known to the Self-employed Operator prior to the commencement of this agreement or is in the public domain otherwise than as a result of a breach of this clause.

INTELLECTUAL PROPERTY All and any rights of copyright, design, patent, trademarks, moral rights, database rights or any other intellectual property rights or any voice recordings, training manual and any other training material ("**IPR**") created by the Self-employed Operator in connection with this agreement are owned by the Company. If at any time during the term of this agreement the Self-employed Operator creates, makes or invents any IPR (including without limitation inventions and copyright works) relating to or capable of relating to the Company's business, he will promptly disclose full details of it to the Company and it shall be owned by the Company and, subject to the Patents Act 1977, the Self-employed Operator hereby assigns with full title guarantee all such IPR to the Company.

The Self-employed Operator will at the request and expense (as to out-of-pocket expenses) of the Company execute all documents and do such things as may be necessary or desirable to vest, or confirm vesting of, the intellectual property belonging to the Company, and to obtain protection in the Company's name for that intellectual property.

To the fullest extent permitted by law the Self-employed Operator waives in favour of the Company irrevocably any moral rights in any part of the world that he may have in any of the intellectual property belonging to the Company.

The provisions of this clause will continue in force after the termination of this agreement in respect of all intellectual property created, made or invented by the Self-employed Operator in connection with this agreement.

AGE The Self-employed Operator warrants that, at the time of entering into this Agreement with the Company, they are over the age of 18.

DATA PROTECTION The Company hereby notifies the Self-Employed Operator that the Company or any other group member of the Company may collect, hold, process or transfer personal and sensitive personal data relating to the Self-Employed Operator as set out in, and for the purposes set out in, the privacy notice provided separately to the Self-Employed Operator and the Company's data privacy policy.

The Company further notifies the Self-Employed Operator that it may, from time to time, ask for an account of the Self-Employed email or telephone communications received, created, stored, sent or forwarded by the Self-Employed Operator, as set out in, and for the purposes set out in, the privacy notice provided separately to the Self-Employed Operator and the Company's data privacy policy.

PHONE-PAID SERVICES AUTHORITY Is the independent regulation board for premium rate services in the UK. The Self-employed Operator warrants that they have read the Manual including the extracts from the current Phone-Paid Services Authority (PSA) Code of Practice Edition, and all requirements of the PSA Code of Practice are understood. The Self-employed Operator shall comply with all requirements of the Code of Practice at all times. Full and complete copies of the PSA Code of Practice are available upon request or at <https://psauthority.org.uk/>. Other than where set out above (description of services and the Fee), neither the Manual nor the Code form contractual terms of this agreement.

LAW This agreement shall be construed in accordance with the Laws of England & Wales and shall be subject to the sole jurisdiction of the English courts.

I confirm that I acknowledge and agree to the terms and conditions of this agreement.

Full name of Self-employed Operator: _____

Signed by Self-employed Operator: _____

Date / /



Signed on behalf of Excel Telemedia Ltd