

INDEPENDENT SELF-EMPLOYED PSYCHIC READER CONTRACT

These terms of engagement represent the entire agreement between the Company and the Supplier and cancel and replace all previous letters of engagement, agreement and arrangements, whether oral or in writing, between the Company and the Supplier, all of which shall be deemed to have terminated by mutual consent. The Supplier 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: PSYCHIC SWITCHBOARD LIMITED (the "**Company**")

The Self-employed tarot reader _____ (the "**Supplier**")

Date of issue:

SERVICES The Supplier shall supply the services as discussed in the Tarot Live Reader Service Manual (the "**Manual**") (the "**Services**") on a non-exclusive basis to customers of the Company. The Supplier 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 Supplier. The Supplier acknowledges that there may be periods where no work is available and that the Company has no obligation to provide the Supplier with any work or to provide any minimum number of customer opportunities.

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

1. Invoices shall not be raised for amounts below £10. In the event that the Fee due to the Supplier in respect of a particular week is £9.99 or less, this amount shall not be paid that week, but shall instead be rolled forward to the following payment interval or such time as the cumulative payment due is in excess of £9.99.
2. 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 Supplier has indicated availability but the Company has not requested the Services or for minutes where in the event of a customer complaint and in the reasonable opinion of the Company the Services provided by the Supplier were not of an acceptable standard.

For the avoidance of doubt the Supplier shall not be entitled to claim any expenses.

TAXATION The Supplier 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 their earnings and, on request, provide details of the tax reference under which they are dealt to the Company. The Supplier 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 Supplier will be fully responsible for and will indemnify and keep indemnified the Company and each and every group company in respect of any income tax and National Insurance contributions and any other amount arising from or in connection with the performance by the Company of its obligations under this agreement or the performance by the Supplier of the Services.

The Company shall be entitled to deduct from any amounts payable to the Supplier any sum to which it is entitled under the paragraph immediately above.

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

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

CONFIDENTIALITY Both the Company and the Supplier 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 Supplier 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 or their suppliers or customers (including any personal information revealed to the Supplier while providing

his Services) or any other information considered confidential which shall have come to their knowledge during the course of this agreement. The Supplier shall use their best endeavours to prevent the publication or disclosure of any such information.

The Supplier 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 his 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 Supplier 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 shall 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 Supplier can demonstrate was known to the Supplier 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, text-chat messages, training manual and any other training material ("**IPR**") created by the Supplier in connection with this agreement are owned by the Company. If at any time during the term of this agreement the Supplier 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 Supplier hereby assigns with full title guarantee all such IPR to the Company.

The Supplier 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 Supplier 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 Supplier in connection with this agreement.

AGE The Supplier 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 Supplier 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 Supplier as set out in, and for the purposes set out in, the privacy notice provided separately to the Supplier and the Company's data privacy policy.

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

COMPLIANCE WITH REGULATION AND PSYCHIC SWITCHBOARD TAROT MANUAL The Supplier warrants that they have read and understood the Manual including the extracts from the current Phone-paid Service Authority Code of Practice ("the Code") and the Code to be found at: <https://psauthority.org.uk/for-business/code-of-practice>

The Supplier warrants that they will comply with all requirements of the Manual (and in particular the sections on "Important guidelines, rules and information", "Conduct and Discipline" and "Numbers to give customers in need of help") and Code as amended from time to time at all times. Other than for the purpose of defining the Services and the operator rate and behaviour and "Numbers to give customers in need of help" set out in the Manual and/or the Code (which may be unilaterally amended by the Company from time to time) 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 Supplier _____ Signed by Supplier _____ Date / /2018



Signed on behalf of the Company