

This Agreement is made between Protocol National Limited (company number 03007851) whose registered office is at The Point, Welbeck Road, Nottingham NG2 7QW (“Protocol”) and the Company (if there is one) detailed in Schedule 1 (“the Contractor”) and the individual detailed in the Engagement Schedule (who is referred to as “the Contractor” and also as “the Individual” if there is no Company detailed in the Engagement Schedule, but as “the Individual” only if there is a Company detailed in the Engagement Schedule). Where the Contractor and the Individual are the same person, those provisions that relate to the Contractor only if it is a limited company shall not apply.

1. DEFINITIONS

- 1.1. In this Agreement the following words and phrases shall have the following meanings unless the context requires otherwise.
- 1.1.1. **“Business Opportunities”** means any opportunities which the Contractor or the Individual becomes aware of during the Engagement which relate to the business of Protocol or any Protocol Group company.
 - 1.1.2. **“Capacity”** means capacity as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.
 - 1.1.3. **“Client Organisation”** means an organisation with whom Protocol has entered into a contract for the provision of interim managerial personnel.
 - 1.1.4. **“Commencement Date”** means the date stated in the Engagement Schedule or as otherwise agreed as the date on which the Contractor shall commence the provision of the Services.
 - 1.1.5. **“Confidential Information”** means information that is not readily available in the public domain.
 - 1.1.6. **“Consultancy Fee”** means the fee payable by Protocol to the Contractor in return for performance of the Services.
 - 1.1.7. **“Contractor”** means the Company named in the Engagement Schedule or, if no Company is named in the Engagement Schedule, the individual named in the Engagement Schedule.
 - 1.1.8. **“Day”** means a 24-hour period during which the Contractor provides the Services for a minimum of 8 hours between the hours of 8am and 6pm on any day that the Client Organisation is open for business.
 - 1.1.9. **“Engagement”** means the engagement and each engagement of the Contractor by Protocol on the terms of this agreement.
 - 1.1.10. **“Engagement Schedule”** means a written summary of the details of a particular Engagement (a sample Engagement Schedule is attached).
 - 1.1.11. **“Individual”** means the individual whose details are set out in the Schedule.
 - 1.1.12. **“Insurance Policies”** means commercial general liability insurance cover, employer's liability insurance cover, professional indemnity insurance cover and public liability insurance cover.
 - 1.1.13. **“Intellectual Property Rights”** means patents, rights to Inventions, copyright and related rights, trademarks, trade 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 in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
 - 1.1.14. **“Invention”** means any invention, idea, discovery, development, improvement or innovation made by the Contractor or by the Individual in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.
 - 1.1.15. **“Protocol Group”** means Protocol National Limited, any company of which it is a subsidiary as defined by section 1159 Companies Act 2006 (its holding company) and any other subsidiaries of Protocol National Limited or any such holding company.
 - 1.1.16. **“Services”** means the services described in the Engagement Schedule.

1.1.17. **“Termination Date”** means the date stated in the Engagement Schedule as the date on which the Contractor shall cease to provide the Services in respect of that Engagement or the date on which that Engagement is terminated in accordance with the terms of this agreement.

1.1.18. **“Works”** means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Company or the Individual in connection with the provision of the Services.

1.2. 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.

1.3. A reference to one gender includes a reference to all other genders.

2. BASIS OF SUPPLY

2.1. Protocol operates as an employment business however prior to the date of this agreement the Contractor and the Individual have each given notice of their agreement that the Conduct of Employment Agencies and Employment Businesses Regulations 2003 shall not apply to the terms of this agreement or the Engagement.

3. CONDITION PRECEDENT

3.1. It is a condition of this agreement that prior to the commencement of each Engagement, the Contractor shall provide Protocol with all information necessary to enable Protocol to satisfy itself that the Individual is a suitable person to work within a Client Organisation including Right to Work, references and DBS checks as relevant.

3.2. The Contractor shall be under a continuing obligation throughout the term of each Engagement to provide such further information as Protocol may reasonably require from time to time to evidence the Individual’s continued suitability for the Engagement. Failure to comply with this obligation or failure to provide evidence deemed satisfactory by Protocol shall entitle Protocol to terminate the Engagement forthwith without notice or compensation.

4. TERM OF ENGAGEMENT

4.1. Protocol shall engage the Contractor and the Contractor shall provide the Services or make the Individual available to provide the Services on the terms of this agreement to enable Protocol to provide the Services to the Client Organisation.

4.2. The Engagement shall commence on the Commencement Date and shall continue until the termination date stated in the Engagement Schedule when it shall automatically terminate unless terminated earlier as provided by the terms of this agreement or by either party giving to the other not less than four weeks' prior written notice of termination.

5. CONTRACTOR OBLIGATIONS

5.1. During each Engagement the Contractor shall, and (where appropriate) shall procure that the Individual shall:

5.1.1. provide the Services with all due care, skill and ability and use his best endeavours to promote the interests of Protocol and the Client Organisation;

5.1.2. unless the Individual is prevented by ill health or accident, devote sufficient days each week to the carrying out of the Services such as may be necessary for their proper performance;

5.1.3. promptly give to Protocol and the Client Organisation all such information and reports as they may reasonably require in connection with matters relating to the provision of the Services.

5.2. If the Individual is unable to provide the Services due to illness or injury the Contractor shall advise Protocol and the Client Organisation of that fact as soon as reasonably practicable and shall keep Protocol and the Client Organisation informed of when the Individual is likely to be recovered. For the avoidance of doubt, no fee shall be payable in accordance with clause 6 (or otherwise) in respect of any period during which the Services are not provided.

5.3. Unless it or he has been specifically authorised to do so by the Client Organisation in writing:

5.3.1. neither the Contractor nor the Individual shall have any authority to incur any expenditure in

- 5.3.2. the name of or for the account of the Client Organisation;
 - 5.3.3. the Contractor shall not hold itself (and shall procure that the Individual shall not hold himself) out as having authority to bind the Client Organisation;
 - 5.3.4. Protocol shall have no liability to the Contractor in respect of expenditure incurred on behalf of the Client Organisation, whether or not such expenditure has been incurred in accordance with the Client Organisation's written authority and the Contractor shall indemnify Protocol against all costs howsoever arising in respect of claims made against Protocol by the Client Organisation or any third party for compensation of any sort for loss or damage caused by the Contractor's or the Individual's breach of this clause 5.
- 5.4. The Contractor shall be responsible for conducting a health and safety risk assessment in relation to the Individual's provision of the Services and shall procure that the Individual shall comply with all reasonable standards of safety and comply with the Client Organisation's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Client Organisation any unsafe working conditions or practices.
- 5.5. The Contractor undertakes to Protocol that during the Engagement it shall, and shall procure that the Individual shall, take all reasonable steps to offer (or cause to be offered) to Protocol any Business Opportunities as soon as practicable after the same shall have come to its or his knowledge and in any event before the same shall have been offered by the Contractor or the Individual (or caused by the Contractor or the Individual to be offered to) any other party.

6. FEES

- 6.1. In consideration of the provision of the Services, Protocol shall within 14 days of receipt of an invoice submitted in accordance with clause 6.3, pay to the Contractor the Consultancy Fee.
- 6.2. The Consultancy Fee shall be agreed between the parties at the start of the Engagement, and detailed on the Engagement Schedule.
- 6.3. The Contractor shall, on, or within 14 days of, the last working day of each month during the Engagement, submit to Protocol an invoice which gives details of the hours which the Individual has worked, the Services which have been provided by the Contractor and the amount of the Consultancy Fee payable (plus VAT, if applicable) for such Services during that month. The invoice shall detail, where applicable, the following:
- 6.3.1. the company registration number/the Unique Tax Reference of the Contractor;
 - 6.3.2. the VAT registration number of the Contractor;
 - 6.3.3. the name of the Individual;
 - 6.3.4. a complete analysis of the days on which Services were delivered and to which Client Organisation they were delivered;
 - 6.3.5. any other information necessary for Protocol to review and approve the invoice and to reconcile it with the Services expected to be delivered in accordance with the Engagement Schedule.
- 6.4. Protocol shall be entitled to deduct from the Consultancy Fee (and any other sums) due to the Contractor any sums that the Contractor or the Individual may owe to Protocol at any time.
- 6.5. Protocol shall be entitled to withhold payment of fees to the Contractor where the Contractor has not complied with the provisions of clause 14 (Obligations Upon Termination).
- 6.6. Protocol shall be entitled to deduct from the Consultancy Fee any sums which Protocol is or reasonably believes it is required to deduct and pay to HMRC or any other authority in respect of tax and/or national insurance or other payment. Protocol undertakes that it will pay any amounts so deducted to the appropriate authority.

7. EXPENSES

- 7.1. The Contractor shall bear its own expenses incurred in the provision of the Services.

8. OTHER ACTIVITIES

- 8.1. Nothing in this agreement shall prevent the Contractor or the Individual from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement or the course of this agreement provided that:

- 8.1.1. such activity does not cause a breach of any of the Contractor's obligations under this agreement; and
- 8.1.2. the Contractor and the Individual shall not without the prior written consent of Protocol, engage in any such activity if it relates to a business which is similar to or in any way competitive with the business of Protocol or any Protocol Group company, including for the avoidance of doubt soliciting business of any sort that is competitive with the business of Protocol or any Protocol Group company from the Client Organisation, whether for the benefit of Contractor, the Individual or any third party.
- 8.2. If an offer of direct employment is made by the Client Organisation to the Individual, whether such employment is offered via the Contractor or otherwise, within 6 months of the Termination Date of any Engagement and this offer is accepted by the Individual, whether or not such acceptance falls after the expiry of 6 months from the Termination Date, the Contractor shall be liable to pay Protocol a finder's fee which shall be the higher of (i) 20% of the total Consultancy Fee payable to the Contractor for the Engagement, and (ii) £2,000 plus VAT at the prevailing rate.

9. CONFIDENTIAL INFORMATION AND CLIENT ORGANISATION PROPERTY

- 9.1. The Contractor acknowledges that in the course of the Engagement the Contractor and the Individual will have access to Confidential Information. The Contractor and the Individual have therefore agreed to accept the restrictions in this clause 9.
- 9.2. The Contractor and the Individual shall not (except in the proper course of its or his duties) either during the Engagement or at any time after the Termination Date, use or disclose to any firm, person or company any Confidential Information and shall use their respective best endeavours to prevent the publication or disclosure of any Confidential Information. This restriction does not apply to:
 - 9.2.1. any use or disclosure of Confidential Information authorised by Protocol or the Client Organisation or required by law; or
 - 9.2.2. any information which is already in, or comes into, the public domain otherwise than through the Contractor's or the Individual's unauthorised disclosure.
- 9.3. All documents, manuals, hardware and software provided for the Individual's use by the Client Organisation, and any data or documents (including copies) produced, maintained or stored on the Client Organisation's computer systems or other electronic equipment remain the property of the Client Organisation.
- 9.4. On request the Contractor and the Individual shall enter into such further provisions regarding confidentiality and protection of Client Organisation property as the Client Organisation may reasonably require.

10. DATA PROTECTION

- 10.1. Protocol complies with the General Data Protection Regulations which come into effect on 25th May 2018. Our Privacy Policy, which details how we protect your personal data, is available on our website and will be provided on registration. If you have any queries on data protection, please contact us on data@protocol.co.uk

11. INTELLECTUAL PROPERTY

- 11.1. The Contractor warrants to Protocol that it has obtained from the Individual a written and valid assignment of all existing and future Intellectual Property Rights in the Works and of all materials embodying such rights and a written irrevocable waiver of all the Individual's statutory moral rights in the Works, to the fullest extent permissible by law, and that the Individual has agreed to hold on trust for the Client Organisation any such rights in which the legal title has not passed (or will not pass) to the Contractor. The Contractor agrees to provide to Protocol a copy of this assignment on or before the date of this agreement.
- 11.2. The Contractor agrees to assign to the Client Organisation all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Contractor holds legal title in such rights and inventions on trust for the Client Organisation.
- 11.3. The Contractor undertakes to the Client Organisation:

- 11.3.1. to notify to the Client Organisation in writing full details of all Works and Inventions promptly on their creation;
- 11.3.2. to keep confidential the details of all Inventions;
- 11.3.3. whenever requested to do so by the Client Organisation and in any event on the termination of the Engagement, promptly to deliver to the Client Organisation all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in his possession, custody or power;
- 11.3.4. not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Client Organisation; and
- 11.3.5. to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Client Organisation.
- 11.4. The Contractor warrants that that the Individual has given written undertakings in the same terms as Clause 11.3 to the Contractor.
- 11.5. The Contractor further warrants that:
 - 11.5.1. it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
 - 11.5.2. it is not aware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
 - 11.5.3. the use of the Works or the Intellectual Property Rights in the Works by the Client Organisation will not infringe the rights of any third party, and confirms that the Individual has given written undertakings in the same terms to the Contractor.
- 11.6. The Contractor acknowledges that no further remuneration or compensation other than that provided for under the Engagement is or may become due to the Contractor in respect of the performance of its obligations under this agreement.
- 11.7. The Contractor undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the Client Organisation and at any time either during or after the Engagement, as may, in the opinion of the Client Organisation, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of the Client Organisation and otherwise to protect and maintain the Intellectual Property Rights in the Works. The Contractor confirms that the Individual has given written undertakings in the same terms to the Contractor.
- 11.8. The Contractor hereby irrevocably appoints the Client Organisation to be its attorney to execute and do any such instrument or thing and generally to use its name for the purpose of giving the Client Organisation or its nominee the benefit of this agreement.

12. INSURANCE AND LIABILITY

- 12.1. The Contractor shall be responsible for any loss, liability or costs (including reasonable legal costs) incurred by either Protocol or the Client Organisation in connection with the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies in respect of the provision of the Services.
- 12.2. The Contractor shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to Protocol and that the level of cover and other terms of insurance are acceptable to and agreed by Protocol.
- 12.3. The Contractor shall on request supply to Protocol copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 12.4. The Contractor shall notify the insurers of Protocol's and the Client Organisation's interest and shall cause such interests to be noted on the Insurance Policies.
 - 12.4.1. The Contractor shall comply (and shall procure that the Individual complies) with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Contractor is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Contractor shall notify Protocol without delay.

13. TERMINATION

- 13.1. Notwithstanding the provisions of clause 4.2, Protocol may terminate the Engagement by notice with immediate effect without any liability to pay any fees, compensation or damages if at any time:
- 13.1.1. the Contractor and/or the Individual is guilty of gross misconduct or gross negligence affecting the business of Protocol or the Client Organisation or the provision of the Services; or
 - 13.1.2. the Contractor or the Individual commits any serious or repeated breach or non-observance of any of the provisions of this agreement or the Individual refuses or neglects to comply with any reasonable and lawful directions of the Client Organisation; or
 - 13.1.3. the Individual is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
 - 13.1.4. the Contractor or the Individual is in the reasonable opinion of Protocol negligent and incompetent in the performance of the Services; or
 - 13.1.5. the Individual is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984; or
 - 13.1.6. the Contractor makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Contractor; or
 - 13.1.7. the Individual is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 5 working days in any 12-week consecutive period; or
 - 13.1.8. the Individual does not own all or a controlling majority of the issued share capital (from time to time) of the Contractor; or
 - 13.1.9. the Contractor or the Individual is guilty of any fraud or dishonesty or acts in any manner which in the opinion of Protocol is likely to bring the Individual, the Contractor, Protocol or the Client Organisation into disrepute or is materially adverse to the interests of Protocol or the Client Organisation.
- 13.2. The rights of Protocol under clause 13.1 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 Contractor as having brought the agreement to an end. Any delay by Protocol in exercising its rights to terminate shall not constitute a waiver thereof.

14. OBLIGATIONS UPON TERMINATION

- 14.1. On the Termination Date in respect of each Engagement the Contractor shall, and shall procure that the Individual shall:
- 14.1.1. immediately deliver to the Client Organisation all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Client Organisation, any keys, and any other property of the Client Organisation which is in its or his possession or under its or his control;
 - 14.1.2. irretrievably delete any information relating to the business of the Client Organisation stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of the Client Organisation; and
 - 14.1.3. provide a signed statement that it or he has complied fully with its or his obligations under this clause 14.

15. WARRANTIES

- 15.1. The Contractor and the Individual jointly and severally warrant that:
- 15.1.1. the Individual wholly owns or has a controlling interest in the Contractor;
 - 15.1.2. the Individual has and will have throughout the term of the Engagement a right to work lawfully in the UK for the purpose of providing the Services;

- 15.1.3. the Contractor is not and will not prior to the termination of this Agreement, become a Managed Service Company or Managed Services Company Provider, within the meaning of section 61B, Income Tax (Earnings and Pensions) Act 2003.

16. STATUS

- 16.1. The relationship of the Contractor to Protocol will be that of independent contractor and nothing in this agreement shall render the Contractor (nor the Individual) an employee, worker, agent or partner of Protocol or of the Client Organisation and neither the Contractor nor the Individual shall hold itself out as such.

17. INDEMNITY

- 17.1. The Contractor acknowledges that notwithstanding the relationship between Protocol and the Contractor and the status created by this agreement, Protocol may in certain circumstances be required to deduct tax and national insurance from the amounts due to the Contractor, in which case the provisions of clause 6.6 shall apply.
- 17.2. In all other circumstances, Protocol relies on the Contractor's warranty in clause 15.1.3 and the Contractor's agreement that this agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Contractor shall be fully responsible for and shall indemnify Protocol and the Client Organisation for and in respect of payment of the following within the prescribed time limits:
- 17.2.1. any income tax, National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Individual in respect of the Services, where such recovery is not prohibited by law. The Contractor shall further indemnify Protocol and the Client Organisation against all reasonable costs, expenses, any penalty, fine or interest incurred or payable by either Protocol or the Client Organisation in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of Protocol's or the Client Organisation's negligence or wilful default;
 - 17.2.2. any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual against Protocol or the Client Organisation arising out of or in connection with the provision of the Services.
- 17.3. Protocol may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Contractor.

18. NOTICES

- 18.1. Notices required under this agreement shall be given in writing and delivered by hand, post or email to the nominated representative of the party to whom the notice is sent at the addresses of the parties specified in this Agreement or in the Engagement Schedule.
- 18.2. Notices shall be deemed to be given upon delivery except that notices sent by pre-paid first-class registered post in a correctly addressed envelope shall be deemed to be given on the second day (excluding Saturdays, Sundays and public holidays) after posting.

19. ENTIRE AGREEMENT

- 19.1. Each party acknowledges and agrees with the other party that:
- 19.1.1. this agreement together with the relevant Engagement Schedule constitutes the entire agreement and understanding between the Contractor and Protocol and supersedes any previous agreement between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent);
 - 19.1.2. in entering into this agreement neither party has relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any other person (whether party to this agreement or not) relating to this agreement or the Engagement that is not recorded in this agreement;

- 19.1.3. the only remedy available to it for breach of this agreement shall be for breach of contract or indemnity under the terms of this agreement and no party shall have any right of action against any other party in respect of any pre-contractual statement. Nothing in this agreement shall, however, operate to limit or exclude any liability for fraud.

20. VARIATION

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

21. THIRD PARTY RIGHTS

- 21.1. The Client Organisation shall have the right to enforce the terms of clauses 9, 11, 12, 14, and 17.1 of this agreement directly against the Contractor in accordance with the provisions of The Contracts (Rights of Third Parties) Act 1999.
- 21.2. Save as set out in clause 21.1, no person other than the parties to this agreement shall have any rights under this agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise. The terms of this agreement or any of them may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties in each case without the consent of any third party.

22. GUARANTEE

- 22.1. The Individual hereby guarantees to Protocol the full and proper performance and observance of the obligations undertaken in this agreement by the Contractor and undertakes to indemnify Protocol and keep Protocol fully and effectively indemnified in respect of any failure by the Contractor to comply with those obligations.

23. GENERAL

- 23.1. This agreement shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.
- 23.2. The headings in this agreement are for convenience only and shall not limit, govern or otherwise affect the interpretation of any provision contained in this agreement.
- 23.3. 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.
- 23.4. If at any time any provision in this agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be impaired.
- 23.5. The failure by either party at any time to enforce any provisions of this agreement shall in no way affect its right thereafter to require complete performance by the other party. Any waiver to be effective must be in writing from the party granting the waiver and shall relate to the breach concerned and shall not constitute a waiver of any subsequent breach.
- 23.6. Save as expressly provided in this agreement no right or obligation under this agreement may be assigned or transferred, sub-contracted or delegated without the prior written consent of the other party.
- 23.7. No party shall engage in any publicity relating to this agreement or the Engagement without the prior written consent of the other party.
- 23.8. Nothing in this agreement shall be deemed to constitute a partnership or joint venture between the parties.
- 23.9. Saturdays and Sundays shall be disregarded when calculating any period specified in days or hours in this agreement.