

## Parties to this Agreement

*Note: IntroEase operates solely as an introductory services platform. It is not a recruitment or employment agency, and neither employs nor manages care professionals. All work engagements are arranged directly between Clients and self-employed Independent Care Professionals (ICPs).*

This agreement (the "Agreement") is between IntroEase LTD, a company incorporated under the Companies Acts, registration number 15241617, and having its registered office at Unit 8 Marchmont Gate, Boundary Way, Hemel Hempstead, England, HP2 7BF ("IntroEase"), and You (the "Independent Care Professional" or "ICP"), who are both the parties to this Agreement ("Parties").

## DEFINITIONS

Agreement means this Agreement, including these terms and conditions, Terms of Use of the IntroEase Platform, and IntroEase Privacy Policy.

Booking Fee: portion of Placement Rate retained by IntroEase, equivalent to the difference between Placement Rate and Service Fee.

Care Appraisal or Care Assessment means the document containing information completed by the Customer for and on behalf of the Care Recipient, detailing the level of care support required from ICP, and Care Recipient's medical conditions, medication and any other needs reflected in the provision of care by ICP on the Placement.

Care Plan means the plan of Placement care to be provided by the ICP during Placement, and to be agreed between the ICP, Customer and Care Recipient.

Care Recipient means the recipient of care on any Placement arrange by client.

Carer Loyalty Program means the loyalty program provided by IntroEase for ICPs or any such other program provided by IntroEase Platform.

Compatible Mobile Device or CMD means a smartphone equipped with access to the IntroEase Platform.

Customer means someone who accesses the IntroEase Platform to engage with ICPs to attend or arrange a Placement.

IntroEase means IntroEase LTD.

IntroEase Platform means the web-based and or mobile application-based portal through which Customers may connect with ICPs to arrange a Placement.

Effective Date of Termination means fourteen (14) days after the Termination Notice has been served on the receiving Party, or such other date as provided for in this Agreement.

Expected Standards of Behaviour or ESB are the standards set by IntroEase, agreed to by You, and published on the IntroEase Hub, as modified by IntroEase at its sole discretion from time to time.

Feedback means information requested from the Customer by IntroEase regarding the provision of the Services.

Fees means the ICP Placement Rate due by You to IntroEase.

ICP means Independent Care Professional, for the purposes of this Agreement, You as someone who provides the care during a Placement.

Live in Care means a Placement where an ICP resides with the Customer or Care Recipient for the duration of the Placement or arrange by our client.

Live out Care means a Placement where the ICP resides elsewhere, other than the Customer or the Care Recipient's home or client, for the duration of the Placement.

Notice means all notices, requests, consents, claims, demands, waivers and other communications included in this Agreement.

Notice Period means fourteen (14) days for both Parties, unless material breach of this Agreement.

Personal Data means any information relating to an identified or identifiable natural person.

Placement means in-home care provided by ICPs.

Client pays the ICP (via the IntroEase payments platform); IntroEase retains a booking/platform fee.

Privacy Policy means the document found at our website <https://introease.co.uk/>

IntroEase Hub means IntroEase's ICP mobile application.

Services means access to the Site or any other website, networks, embeddable widgets, downloadable software, mobile applications including tablet computer applications (each 'App'), features, messages such as emails that we may send You, and any other services, whether online or offline, owned or operated for or on behalf of IntroEase from time to time or any other method of communication.

Service Fee means the fee to which ICP becomes entitled upon completion of any Placement.

Site means the website operated by IntroEase and currently located at <https://introease.co.uk/> as it may be updated, relocated, or otherwise modified from time to time, and includes any and all information, text, images, and other materials and content appearing on or incorporated into that website.

Terms means these terms and conditions, this Agreement, and any IntroEase terms and conditions as updated from time to time on IntroEase's Site, or any other platforms which govern your use of the Service.

You means you, the ICP, contracting with IntroEase and providing the care on any Placement.

By accessing IntroEase's Site, and by providing the Services, You agree and confirm:

1. that you have read, understood, and agree to be bound by this Agreement and any IntroEase Terms and Conditions of Service (the "Terms" or "Terms and Conditions of Service") as updated from time to time on IntroEase's website or other platforms, which govern your use of the Service;
2. you may use the App and the Service only as set forth in this Agreement; and
3. acknowledge that you have read and understood the content of our privacy policy (available at <https://introease.co.uk/> as updated from time to time).

## **1. GENERAL PROVISIONS**

### **1.1 Background Statement**

By confirming your acceptance of this Agreement, IntroEase and ICP agree that ICP will provide these Services to any Customer strictly as a self-employed ICP, and in no other capacity. Once the Customer has engaged an ICP to provide the Placement, that ICP is directly engaged by and working for the Customer in a self-employed capacity. The ICP does not work for or on behalf of IntroEase.

IntroEase does not provide the Placement described in this Agreement and does not employ individuals to undertake the Placement. IntroEase's role is the provision of its platform as a referral tool for Customers and ICPs, to undertake ICP onboarding processes, and to facilitate payments from Customers to ICPs.

In accordance with CQC guidance, IntroEase is classified as an 'introductory services'. IntroEase runs an online and offline marketplace to facilitate the process of finding home care. IntroEase does not:

- Supply carers to clients
- Employ carers
- Act as an employment or care agency
- Make changes to the care plan
- Exercise control over the pricing or delivery of care

## **1.2 Requirements of ICP Access to the IntroEase Platform, Terms of Use and other services**

Before receiving access to the IntroEase Platform and other services, ICP must also review and agree to the Terms of Use of the IntroEase Platform which form part of this Agreement, and which ICP agrees and accepts.

To the extent the Terms of Use of the IntroEase Platform are inconsistent with this Agreement, the terms of this Agreement shall be preferred.

From time to time, in their sole and complete discretion, Customers will post Placements through the IntroEase Platform or tell us otherwise, setting forth the nature of the Placement required by the Customer. Placements posted will be offered to the ICPs on the Site or directly through IntroEase.

Subject only to the limitation contained in paragraph 9.1 of this Agreement, ICP is not obliged to review the Placements posted or select any Placements by any Customer at any time.

Once an ICP's application to a Placement is successful, the IntroEase Platform will confirm the Placement has been booked by the ICP and confirmed by the Customer.

## **1.3 Contract for Placement**

Before a Placement is booked, and the ICP provides to the satisfaction of IntroEase a copy of their DBS, PVG, training or other similar documentation, and any other information or documentation requested by the Customer or by IntroEase on behalf of the Customer a contract is formed directly between the Customer and You, the ICP, for You to complete the Placement.

At the stage that that contract is formed, You are working directly for the Customer.

By confirming your acceptance of this Agreement, You hereby appoint IntroEase to be your agent solely for the purposes of entering into such a contract with the Customer on your behalf.

ICP agrees that ICP's name and phone number and any relevant documentation or information may be provided or made available to Customer by IntroEase (or to any associated entity on Customer's or IntroEase's behalf) after the Placement is booked.

Once a Placement is confirmed, ICP agrees that IntroEase can share their contact details and other relevant documentation or information with any relevant third parties. As required, ICP will also be provided with the contact number for any current or proximate ICP at the Placement and vice versa.

#### **1.4 Non-Exclusive Usage**

IntroEase recognises that the ICP is working in a self-employed capacity, and is free to carry out their own business during the currency of this Agreement. Subject to the Expected Behaviours set out in clause 2.1 below, the ICP shall be under no obligation or expectation at any point to accept any Placement that is proposed or posted.

#### **1.5 Restrictions on Engaging with Introduced Customers**

The ICP recognises and agrees that by engaging with the IntroEase platform You will be introduced to Customers and Care Recipients and that there is a commercial value in the business relationships which IntroEase has or may have in relation to those Customers and Care Recipients, and that IntroEase has a legitimate business interest in protecting those business relationships.

You agree that You will not engage in any way other than through IntroEase (whether directly or indirectly and whether on your own account or through a third party) with any Customer or Care Recipient whose details were provided or made available to You through the IntroEase platform, save only any Customers or Care Recipients with whom You can demonstrate at the time of first Placement (and as may be requested by IntroEase at any time) that You had a prior commercial relationship before any introduction was made by IntroEase.

#### **1.6 Independent Contractor Status & Right of Substitution**

The Carer provides services as an independent self employed contractor in business on their own account for HMRC purposes; nothing in this Agreement creates employment, worker, or agency status with IntroEase or the Client. The Carer may appoint and pay a suitably qualified substitute, provided the substitute is pre-registered and verified by IntroEase before care is



delivered and meets IntroEase's CQC-aligned minimum requirements (right to work, Enhanced DBS/Update Service, requisite training/competence, and insurance); IntroEase/Client may refuse only on objective safeguarding/compliance grounds. The Carer remains solely responsible for the substitute's acts/omissions and for all financial matter, compliance and record-keeping; all fees are payable to the Carer.

### 1.7 No Mutuality of Obligation; Right to Refuse/Cancel

No Mutuality; Right to Refuse. IntroEase has no obligation to offer, and the Independent self-employed Carer has no obligation to accept, any assignment. The contractor is free to accept, decline, or cancel assignments (including after acceptance, subject to any agreed notice and safeguarding considerations) and may set/agree your own fees and availability with the Client; any rate guidance from IntroEase is indicative only. There are no minimum hours, retainer, or exclusivity, and each assignment is a separate, discrete engagement with no expectation of continuity. Either the Client or the Carer may end an assignment without obligation to provide or accept further work, subject to any agreed notice and safe handover of care.

### 1.8 Feedback from Customers

You agree that any Feedback received by IntroEase from Customers or Care Recipients regarding any Placement may be shared with any third party, or used in any marketing, advertising or other media, in anonymised form and without ICP's further additional consent.

We ask clients to give feedback on the experience they had with you. The feedback will contribute towards the review section on your IntroEase profile. Customer feedback should be honest, and you must not offer incentives in exchange for better feedback or try to influence a customer to deviate from their true and honest view. We reserve the right to remove any defamatory, abusive or offensive feedback, on request and at our discretion, but are not obliged to do so. You agree to provide an exclusive and perpetual right for IntroEase to publish customer reviews on your profile, and you must not attempt to delete customer reviews or create a new profile to delete poor feedback. Your profile data including biography and photograph (without identifying details) may be used from time to time in print and online marketing initiatives to generate more demand for your services. You also give IntroEase a perpetual and non-exclusive right to share your information with third parties. If you wish to opt-out of this activity, please contact [admin@IntroEase.co.uk](mailto:admin@IntroEase.co.uk)

## 2. THE PLACEMENT

You shall be eligible to apply to Placements that You are qualified to provide through the IntroEase Platform or through IntroEase other services only.

## **2.1 Expected Standards of Behaviour**

You and IntroEase recognise that whilst IntroEase is introducing the ICP to the Customer, the direct relationship is between the ICP and the Customer, not the ICP and IntroEase.

The ICP's obligations to perform the Placement professionally, diligently and to a standard of care to be expected of a suitably qualified and competent ICP are owed to the Customer and Care Recipient (and any of their designated associates) and are ultimately a matter between the ICP and the Customer.

You agree that IntroEase's reputation may be damaged if You act inappropriately or to a poor standard during any Placement. You agree to be bound by IntroEase's ESB at all times during Placements as may be updated or changed by IntroEase from time to time. If IntroEase is not satisfied that an ICP is meeting any or all of the ESB, then IntroEase reserves the right not to offer that ICP access to further Placements and/or to terminate this Agreement with the ICP with immediate effect.

The ICP agrees not to accept any gifts, material or monetary, offered to them by the Customer (or associates), and that doing so will be considered an abuse of their position and a breach of the Expected Standards of Behaviour which may result in termination of this Agreement.

The ICP agrees not to use the Customer's or Care Recipient's address as the ICP's permanent address or residence, save with the Customer's express permission in writing to do so, which permission must be set out in writing by the Customer, and sent directly to IntroEase at [admin@introease.co.uk](mailto:admin@introease.co.uk)

## **2.2 Placement Completion**

To ensure that the IntroEase Platform remains a reliable source of Placements and to ensure all ICPs are able to access available Placements, once an ICP has been awarded a Placement, the ICP is expected to complete that Placement within the timeframe specified by, and to the satisfaction of, the Customer. Any failure to do so without good reason would be seen as a significant breach of the ESB and may result in termination of this Agreement in accordance with clause 9.

Once the Placement has started, You may not cancel the Placement without advance notice of at least fourteen (14) days to be provided to the Customer and IntroEase ("Notice Period"), except in the case of an unavoidable emergency, in which case, You shall notify Customer and IntroEase as soon as practicable.

At IntroEase's sole discretion, cancellation by the ICP which is less than the Notice Period may also result in termination of this Agreement in accordance with clause 9.

ICP understands and agrees that ICP's failure without good reason to complete a Placement in accordance with Customer's specifications and satisfaction after the ICP has applied for and been accepted on that Placement using the IntroEase Platform is a serious breach of the ESB likely to result in no further Placements being offered and/or the termination of this Agreement.

In the event that the ICP cancels the Placement either within or outside the Notice Period and the Customer declines any reschedule You may have proposed, IntroEase shall have the right to make the cancelled Placement available again on the IntroEase Platform.

### **2.3 Termination of placement by Customer**

The ICP recognises and acknowledges that any Placement may be cancelled by a Customer or Care Recipient at any time with immediate effect and without any Notice Period. If the Placement is cancelled in that manner, the ICP will receive no payment after the date of cancellation.

ESB includes that the ICP should act professionally and appropriately in the event that such notice of termination is given. You agree to take all of your personal belongings with You when you leave the Placement property.

In the event that the request to terminate is made through IntroEase, any notification by IntroEase to the ICP that the placement is terminating shall be deemed to be notification given on behalf of the Customer.

### **2.4 Access to IntroEase Platform**

IntroEase reserves the right to deactivate the ICP's access to the IntroEase Platform at any time and for any reason.

### **2.5 No Control**

ESB by ICPs are expected by IntroEase at all times. IntroEase shall not otherwise control or have any right to control the manner or means by which ICP performs the Placement.

ICP shall be responsible for, and shall indemnify and hold IntroEase harmless for any claims, suits, or actions related to this provision, including any such claims brought by ICP or by any third party with respect to any claims for taxes or contributions, including penalties and interest.

### **2.6 Suitability for Placements**

The ICP acknowledges that multiple different types of Placements are offered through the IntroEase Platform.



The ICP acknowledges that IntroEase may at its sole discretion conduct a background check and interview the ICP at the time of onboarding to ensure the ICP is suitable to complete Placements through the IntroEase Platform and also accepts and agrees to only accept and complete Placements in respect of which the ICP has all relevant experience and any qualifications required in order to perform the Placement safely and as required.

The ICP hereby undertakes and agrees that the ICP will exhibit all and any Right to Work, references, driving licences, passports, visas and other documents as required by IntroEase, and further warrants that all documents are valid, current and accurate at the time they are produced to IntroEase.

### **2.7A Live-in Care**

The ICP may complete Live-in Care Placements through the IntroEase Platform. Live-in Care Placements necessitate moving into the home of the Care Recipient for a set period of time and then being on rotation with another ICP. The ICP will be provided with their own room within the Care Recipient's house for the duration of the Placement Services as a Live-in ICP.

During a Live-in Care Placement, the ICP is expected to be available on site in case of any and all urgent matters including emergencies. ICPs will not be expected to be working throughout the Placement, and ICP will be able to enjoy their own leisure when not carrying out specific required tasks.

It is expected that the ICP will not ordinarily be called upon by the Care Recipient more than two times during the night, unless there were some pre-agreed care needs or unless there happened to be an emergency or unforeseen incident, requiring assistance from ICP.

The precise tasks to be carried out within a Placement should be agreed between the ICP and the Care Recipient at the start of the Placement and evidenced in the Care Appraisal, and throughout the Placement as needs change. IntroEase encourages ICPs to develop a Care Plan with the Care Recipient and/or Customer or care plan provided by customer to follow. In general, the typical tasks that may be required are care services, emergency care, assistance with cooking, cleaning or household chores, shopping, assisting the Care Recipient with travel to sites/events. IntroEase Guidance/Website sets out what tasks may typically be expected (although note that this is guidance only and it will depend on what the ICP agrees with the Care Recipient/Customer).

In the event that the Care Appraisal is not an accurate summary of the care needed by the Care Recipient on the Placement, the ICP will contact the Customer in person or through the platform or any other acceptable method to ask that the Care Appraisal be updated.

## **2.7 B Live-out Care**

The ICP may complete Live-out Care Placements through the IntroEase Platform. Live-out Care Placements do not require the ICP to move into the home of the Care Recipient. The ICP will complete Live-out Care Placements for a set period of time directly with and for the Customer and for the Care Recipient, for a number of designated hours per day (on an agreed basis directly with Customer) and by being on rotation with other ICPs.

The precise tasks to be carried out within a Placement should be agreed between the ICP and the Care Recipient or customer at the start and throughout the Placement as care needs change. IntroEase encourages ICPs to liaise with Customers and Care Recipients to develop a Care Plan.

IntroEase website/guidance that sets out what tasks may typically be expected although note that this is guidance only and it will depend on what the ICP agrees with the Customer/client and Care Recipient.

In the event that the Care Appraisal is not an accurate summary of the care needed by the Care Recipient or customer on the Placement, the ICP will contact the Customer in person or through the platform or any other acceptable method to ask that the Care Appraisal be updated.

## **2.8 Daily Average Hours**

IntroEase guidance/Faq sets out hourly/weekly average estimates for and Placement.

By confirming your acceptance of this Agreement, you agree that this is a fair estimated average number of hours for any Placement you accept. If, having started a Placement, You think that the daily average is not appropriate for that Placement, You will let the Customer know as soon as possible, and let IntroEase know so that a review may be carried out by IntroEase with the Care Recipient or and customer.

Any exceptions to this guidance estimate will be included in the Care Appraisal.

Please note that any Placement Rate is based on a daily 24-hour period worked by the ICP in the Placement, and may include some night work.

ICP undertakes to confirm the extent of any night work with Customer and care Recipient before Placement starts, and to update the Customer and Care Appraisal with any changes to the night work requirement as needed.

## **2.9 Accommodation provided**

You understand that (if upon moving into the Care Recipient's home for the purpose of Placement) You are not entitled through this Agreement to any property or possessions of the Customer or Care Recipient.

Unless with the express written agreement from the Customer (which must be communicated by the Customer in writing to IntroEase) You undertake not to use the Placement address as your principal address or for any purpose other than the performance of the Placement.

The ICP accepts that any accommodation being provided is provided for the purposes of the Placement and that any right to stay in the accommodation is not a tenancy, and that right shall cease automatically when the Placement ceases. The accommodation will be a room within the Customer or Care Recipient's home and the ICP will not have the legal right to exclude permanently the Customer or Care Recipient from that room or hold exclusive possession of the room at law.

### **3. FEES**

#### **3.1 Fees**

Customers shall pay for completed Placements through the IntroEase Platform at the rates quoted by IntroEase which shall be based on the stated parameters of the Placement, or Placement Rate.

Each Placement made available to an ICP on the Platform shall include a "Service Fee" which the ICP shall be entitled to weekly or when client pay, in arrears during the currency of the Placement.

The Service Fee allows You to access IntroEase's Carer Loyalty Programme, with all fees being met directly by the Customer.

By accepting this Agreement, you acknowledge that the Booking Fee is IntroEase's portion of the Placement Rate and will be retained by IntroEase.

NOTE – Clients reserve the right to withhold payment of any invoice if you leave a placement without providing the required notice.

#### **3.2 Service Fee Payment**

IntroEase will provide a platform and offline platform services where required which help ICP to transmit payment to their bank account. ICP must hold a Stripe account in the ICP's name, and provide those details to IntroEase, and keep IntroEase updated on any changes to any accounts held by ICP for this purpose. This can be done using IntroEase platform.

IntroEase shall use all reasonable endeavours to remit payment for each Placement, less IntroEase's booking/services fee, within ten (10) business days of receipt.

IntroEase does not handle client funds and cannot accept or make payments on a client's behalf. Clients pay Independent Care Professionals (ICPs) directly for services, at their own discretion.

Where there is a disagreement between the client and the carer, they may raise it with IntroEase. This will trigger our issue management process, where IntroEase will examine the evidence provided by both sides and the data contained within our systems to attempt to come to as fair a resolution as possible. This data includes, but is not limited to, chat logs, visit reports and client and carer behaviour history.

IntroEase reserves the right, at its absolute discretion, to defer payment, reimburse or cease contractual payments at any time. We offer no guarantee that when an issue is raised that clients or carers will be reimbursed or paid.

IntroEase reserves the right, at its absolute discretion, to refer the matter to the correct authorities, where they are better placed to arbitrate and manage the outcomes of any interaction and complaint.

To start the issue management process, an issue must be raised to IntroEase within 7(seven) working days of the incident.

#### **4. EQUIPMENT AND OPERATIONS**

##### **4.1 Compatible Mobile Device**

In order to apply to and attend Placements, ICP must possess a smartphone equipped with access to the IntroEase Platform and IntroEase App (CMD) or through web portal.

##### **4.2 IntroEase Hub; Geo-Tracking**

In order to book and attend Placements, ICP must download IntroEase's Hub onto the CMD used by the ICP. IntroEase may collect the latitude and longitude location "Location Coordinates" or any other location information of the CMD at any time from the IntroEase Hub for any period of time for the purpose of:

- (i) providing support in case the ICP and Customer cannot find each other
- (ii) confirming that the ICP will perform the Placement claimed by the ICP
- (iii) and thereafter for 2 hours following the scheduled end of any Placement for the purpose of confirming that the Placement is completed.

For up to a 4 hour period prior to the scheduled start of a Placement, IntroEase may share the ICP's Location Coordinates with the Customer who requested the Placement for the purpose of assisting the Customer and ICP to coordinate and to confirm that the ICP will perform the

Placement claimed by the ICP, or to liaise with any other ICP who may be required to attend the Placement including facilitating any handover of ICPs.

IntroEase may also disclose the ICP's location information as required by any other lawful purpose.

IntroEase may collect the Location Coordinates of the CMD on which the IntroEase Hub is installed for the purpose of referring Placements posted on short notice by Customers to an ICP in the ICP's vicinity. ICP shall have no obligation to accept any Placement offered in this manner.

IntroEase has no right to collect or use GPS data for the purpose of controlling or monitoring the manner and means by which the ICP undertakes the Placement contemplated by this Agreement, or the frequency with which the ICP uses the IntroEase Platform to book Placements.

The ICP may stop Location Coordinates collection only by uninstalling the IntroEase Hub from the CMD. IntroEase retains Location Coordinates information to confirm that the Placement has been completed and retains de-identified Location Coordinates data indefinitely.

By confirming your acceptance of these Terms and this Agreement, You agree to the use and disclosure of Location Coordinates information as described above.

#### **4.3 Equipment Expenses and Sales**

ICP is solely responsible for any costs or expenses incurred by ICP in connection with the performance of any Placement, and in no event shall IntroEase reimburse, or be required to reimburse, save for previously-agreed travel expenses used in connection with the Placement, confirm to IntroEase's travel policy applicable from time to time

#### **4.4 Use of Voice, Image and Likeness**

ICP gives IntroEase permission to use any and all of ICP's voice, image and any other likeness, with or without using ICP's name, in connection with the products and/or Services of IntroEase, for the purposes of advertising and promoting IntroEase products and/or Services and/or IntroEase; for the purposes of identifying ICP to Customer or Care Recipient; and/or for other purposes deemed appropriate by the IntroEase in its reasonable and sole discretion, except to the extent expressly prohibited by law.

#### **4.5 Call and SMS Data**

You agree that IntroEase may use a service provider to mask or otherwise facilitate or engage with the ICP's phone number when the ICP calls or exchanges text (SMS) messages with the



Customer or Care Recipient.

IntroEase and its service provider will receive in real time and store call data, including the date and time of the call or text (SMS) message, the phone numbers, and the content of the text (SMS) messages. IntroEase may also at its sole discretion record any calls it receives relating to any Placement and any ICP.

IntroEase is entitled to rely on any ICP use and disclosure of call data for its legitimate business purposes is set out in its Privacy Policy.

You agree that IntroEase may send any text (SMS) or other electronic means messages directly to the ICP as a result of this Agreement.

## **5. RELATIONSHIP OF THE PARTIES**

For the duration of this Agreement, you agree that:

- ICP is a self-employed Independent Care Professional
- ICP has not been engaged by IntroEase to perform any Placement on IntroEase's behalf.
- ICP has entered into this Agreement for the purpose of having access to the IntroEase Platform as the exclusive marketplace for Placements
- In exchange for that access, ICP pays IntroEase the Booking Fee, as described herein.

This Agreement shall not be construed to create any association, partnership, joint venture, employee, worker or agency relationship between ICP and IntroEase or any Customer for any purpose.

ICP has no authority to bind IntroEase and ICP shall not make any agreements or representations on IntroEase's behalf without IntroEase's prior written consent.

IntroEase will not be responsible on behalf of ICP for: any income, payroll, professional fees, Social Security, or other state, or local taxes or insurance contributions.

ICP shall be responsible for payment of all and any income tax which may become due by the ICP, and shall indemnify and hold IntroEase harmless for any claims, suits, or actions related to this provision, including any such claims brought by ICP or by any third party with respect to any claims for taxes or contributions, including penalties and interest.

IntroEase confirms, and ICP acknowledges, that IntroEase is acting solely as an introductory service for the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

## 6. REPRESENTATIONS AND WARRANTIES

You confirm, represent, and warrant to IntroEase that:

- (a) You have the legal right to provide care on any Placement;
- (b) You have the legal right to work in the United Kingdom;
- (c) You will hold a DBS/PVG certificate, training certificates or other relevant document to the satisfaction of IntroEase as at the date of any Placement starting;
- (d) You have the required skill, experience, and qualifications to perform any Placement You undertake;
- (e) You shall perform the Placement in a professional and diligent manner in accordance with ESB and IntroEase Travel and any other relevant policies; and
- (f) You shall perform the Placement in accordance with all and any applicable laws, rules and regulations insofar as they apply to the Service;
- (g) You undertake to exhibit a valid and current certificate of professional indemnity and any other applicable insurance for a Placement and as requested by IntroEase or the Customer from time to time;
- (h) You are working on any Placement as a self-employed ICP, and shall not hold yourself out as an employee or representative of IntroEase.

## 7. INDEMNIFICATION

The ICP agrees that the conduct and provision of care during Placements pursuant this Agreement are fully and entirely the ICP's responsibility.

IntroEase is not responsible or liable for the actions or inactions of a Customer, Care Recipient or other third party in relation to the Placement provided by ICP.

ICP understands, therefore, that by using the IntroEase Platform, ICP will be introduced to third parties in relation to whom IntroEase has not conducted any background or reference checking, and that ICP uses the IntroEase Platform at ICP's own risk.

By signing this Agreement, You agree to defend, indemnify and hold harmless IntroEase and its affiliates and officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable legal fees) arising out of or resulting from:

- (a) bodily injury, death of any person, theft or damage to real or tangible, personal property resulting from ICP's acts or omissions; and
- (b) ICP's breach of any representation, warranty, or obligation under this Agreement.

## 8. INSURANCE

It is the sole responsibility of the ICP to maintain in full force and effect adequate professional indemnity insurance, occupational accident insurance, unemployment, liability, and any other forms of insurance which may be required from time to time, and any other insurance which the ICP may require, including motor insurance or indemnity cover for which the Customer may require sight, in each case with insurers reasonably acceptable to IntroEase, with policy limits sufficient to protect and indemnify IntroEase and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from the conduct, acts, or omissions of ICP or ICP's agents, contractors, servants, or employees.

## 9. TERM and TERMINATION

### 9.1 Term

This Agreement shall be effective as of the date it is of confirmation of agreement to Terms by ICP and shall remain in effect unless and until terminated as set forth in this paragraph 9 (the "Term").

You understand that IntroEase may deactivate ICP's profile on IntroEase Platform for a number of reasons, including: in the event that ICP is inactive on the IntroEase Platform for a period that exceeds the time period set by IntroEase and as modified from time to time; or if the ICP is unable or unwilling to exhibit the necessary DBS/PVG certificate or equivalent document, and evidence of right to work.

In such circumstances, IntroEase may reactivate ICP's profile upon request from ICP or upon completion by ICP and sight by IntroEase of any relevant documentation.

The ICP acknowledges that there shall be no obligation on IntroEase to refer any Placements to them during the Term and that IntroEase may, at its sole discretion, provide no Placements whilst this Agreement remains in force.

All Notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the Parties at the addresses set forth in this Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this paragraph). All Notices shall be delivered by electronic means or e-mail of a PDF document (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid).

### 9.2 Termination

(a) Material breach: except as stated in Section 9.5 below, IntroEase and ICP may terminate

this Agreement, effective immediately, upon written notice to the other Party, in the event that other Party materially breaches this Agreement.

A material breach shall include, but not be limited to, any acts or omissions expressly defined as constituting a material breach herein.

(b) Termination: IntroEase and ICP may terminate the Agreement for any reason upon fourteen (14) days' written notice. The ICP acknowledges and agrees that this is distinct from and does not prevent any termination of a particular Placement by the Customer (for which see paragraph 2.3 above).

### **9.3 ICP's Obligations Upon Termination**

Upon termination of this Agreement for any reason, ICP shall complete any outstanding Placements ICP has booked if applicable.

### **9.4 IntroEase's Obligations Upon Termination**

Upon termination of this Agreement by either Party:

- (a) IntroEase shall pay to ICP any outstanding earned Service Fees; or
- (b) IntroEase shall pay Service Fees for any outstanding Placements as soon as practicable after ICP has completed the outstanding Placements.

### **9.5 Surviving Provisions**

The terms and conditions of this paragraph 9.5 and paragraphs 5, 6, 7, 9.3, 9.4, 10, 11, 12 and 15 shall survive the expiration or termination of this Agreement.

## **10. ASSIGNMENT**

ICP may not assign this Agreement, absent written authorisation by IntroEase. IntroEase may freely assign its rights and obligations under this Agreement at any time. This Agreement will endure to the benefit of, be binding on, and be enforceable against, each of the Parties hereto and their respective successors and assigns.

## **11. CONFIDENTIAL INFORMATION**

In performing the Placement, You agree that You will receive certain private and/or confidential information regarding the Customers and will have access to their homes and personal belongings. Except upon order of government authority (e.g., Court, administrative body) having jurisdiction, as permitted by or required by applicable law, or upon written consent by the Customer, You agree that You will not publish, disseminate or disclose, for your own benefit or the benefit of any third party, any confidential information regarding Customers or Care

Recipients, including addresses, telephone numbers, personal details, images or financial information.

You further agree not to engage in any activity which violates the privacy of any Customer or Care Recipient, including, but not limited to, taking unauthorised photographs or making unauthorised audio or video recordings of a Customer, Care Recipient, or his or her home or personal belongings, or publishing, disseminating or disclosing any such photographs or recordings.

You agree that your failure to comply with the provisions of this clause 10 shall be considered a serious breach of the Expected Standards of Behaviour and may result in this Agreement being terminated by IntroEase.

## **12. DATA PRIVACY & PROTECTION**

### **12A. IntroEases Obligations to You: IntroEase as a Controller, and you as a Data Subject**

For more information about how we use your personal data, please refer to the Carer Privacy Policy <https://introease.co.uk/>

### **12.B. Your Obligations to IntroEase (Controller to Controller data sharing)**

When You are provided with a Placement via the IntroEase Platform, IntroEase provides Customer and Care Recipient information to you (the ICP) in your capacity as a data controller (such meaning defined under applicable Data Protection Laws).

You agree to use this information for the sole purpose of providing the Service to the Care Recipient on the instructions of the Customer (who may or may not be one and the same person as the Care Recipient).

Information about how IntroEase collects and processes Customer and Care Recipient's personal data is contained within IntroEase's Privacy Policy <https://introease.co.uk/>

When You undertake the Placement for the Customer or Care Recipient, you do so as a separate and independent Data Controller.

As an independent Data Controller You agree to observe all applicable requirements of Data Protection Laws and this Agreement in relation to the ICP's processing of the personal data of the Customer or Care Recipient (and any associates of them).

### **12.C. ICP's Obligations to IntroEase and the Customer (as a Data Controller)**



You agree to:

1. comply with your obligations as a Data Controller under applicable Data Protection Laws;
2. carry out the processing of the Personal Data solely in accordance with the provision of the Service and purposes set out in this Agreement;
3. implement reasonable and appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing, accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access that are appropriate to the risks involved in the processing and the nature of the personal data.
4. ensure a level of security appropriate to the risk, including as applicable:
  - a) pseudonymisation and encryption;
  - b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - c) the ability to restore the availability and access to the personal data in a timely manner in the event of a physical or technical incident or request for access, rectification or erase of such personal data; and
  - d) a process for regulatory testing assessing and evaluating the effectiveness of those measures; and
5. ensure that any collection of personal data from the Customer is carried out in accordance with applicable Data Protection Laws, including (but not limited to) ensuring that:
  - a) appropriate data privacy notice is provided making it clear that the ICP acts as a data controller of the personal data provided to it by the Customer; and
  - b) that the ICP shall be the appropriate contact in the event of any questions or requests as per rights under applicable Data Protection Laws.

#### 12.D. ICP's Obligations to IntroEase (Controller to Processor data sharing)

Information about how IntroEase collects and processes Customer and/or Care Recipient's Personal Data is contained within our Privacy Policy.

When the ICP collects such personal data as outlined above, it does so as a Data Processor for and on behalf of IntroEase.

You agree to:

1. comply with your obligations as a Data Processor under applicable Data Protection Laws;

2. carry out the processing of the Personal Data solely in accordance with the provision of the Service and purposes set out in this section of the Agreement;
3. not to disclose or transfer Personal Data to any third party without the prior permission in writing of IntroEase, except where such disclosure or transfer is allowed under this Agreement or required by any applicable law or regulation which the ICP is subject to, in which case ICP will, wherever possible, notify IntroEase promptly in writing prior to complying with any such request for disclosure and shall comply with all reasonable directions of IntroEase with respect to such disclosure;
4. notify IntroEase promptly of any communication received from any individual relating to that individual's rights to access, modify or correct the Personal Data or to restrict, erase, or oppose its processing and to comply with all reasonable instructions of IntroEase in responding to such communications;
5. implement reasonable and appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing, accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access that are appropriate to the risks involved in the processing and the nature of the personal data.

You shall further ensure a level of security appropriate to the risk, including as applicable: a) pseudonymisation and encryption; b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; c) the ability to restore the availability and access to the personal data in a timely manner in the event of a physical or technical incident or request for access, rectification or erase of such personal data; and d) a process for regulatory resting assessing and evaluating the effectiveness of those measures;

6. inform IntroEase in writing within one (1) business day of any accidental or unlawful destruction or accidental loss or damage, alteration, unauthorised disclosure or access to the Personal Data and to assist IntroEase with its obligation, in accordance with applicable laws, to notify a security breach to competent supervisory authorities and individuals, to the extent that ICP has relevant information for IntroEase to meet its notification obligations or is better placed to inform relevant authorities or individuals;
7. to assist IntroEase in performing privacy impact assessments and preparing consultations with supervisory authorities, where ICP holds essential information for IntroEase to meet its obligations under applicable laws;
8. in the event of the termination of this Agreement in part or in whole, ICP shall, within fifteen (15) days of any request by IntroEase, send to IntroEase all Personal Data held by ICP on behalf of IntroEase, together with all copies in any media of such Personal

Data or destroy the same, unless ICP is required, by any applicable laws or regulations, to retain such Personal Data or a part thereof, in which case ICP will inform IntroEase of such obligations; and

9. allow IntroEase to inspect and audit, with reasonable notice, ICP's processing of Personal Data to confirm that ICP has complied with the obligations set forth in this Agreement. ICP will furnish IntroEase with all materials necessary for IntroEase to prepare such inspection or audit.

### **13. MODIFICATION**

You hereby expressly acknowledge and agree that, by using or receiving access to the IntroEase Platform, You and IntroEase are bound by the terms of this Agreement, including any modifications and supplements to this Agreement or documents referred to in this Agreement.

Continued use of the IntroEase Platform after any modifications or supplements to the Agreement shall constitute your consent to such modifications and supplements. ICP is responsible for regularly reviewing this Agreement.

### **14. Taking clients off the platform:**

You are prohibited from taking clients off the platform, to work with separately. This includes passing clients onto other colleagues not on IntroEase, unless they subcontracted through you, via an on-site booking. You agree that the act of requesting clients do this also violates this policy.

However, in exceptional circumstances, we may allow clients to do this at our sole discretion, for a fee to be discussed directly between the Client and IntroEase. If your client insists on working with you, but not via the IntroEase platform, and you are comfortable with that, it is your responsibility to let IntroEase know so we may arrange for this to happen.

If you fail to do so, you agree to pay liquidated damages. You agree that the damages likely to be suffered would be difficult to quantify. Therefore, as a genuine pre-estimate of the loss and not as a penalty, you agree to pay IntroEase £2,500 and will be held liable for any cost incurred in the pursuit of this debt.

In addition, your account will be terminated.

When working with a client via a third party (such as a care provider or other body), you are restricted to communicating with that third party only. You may only communicate with the family and patient with the consent of that third party. Beyond the end date of your relationship with that third party, you are prohibited from communicating with the family and patient, without the

consent of the third party. The third parties' consent may be withdrawn at any time, at their sole discretion.

We ensure compliance in a number of ways:

1. We have client accounts that test possible circumvention
2. We pay clients to test, collect evidence and tell us about attempted circumvention
3. We use Private Investigators where we suspect circumvention
4. Other online means, as available to us

We retain the right to prosecute in perpetuity.

#### **15. Non-Solicitation Clause;**

You are prohibited from directly engaging any client introduced to you by IntroEase for the purpose of providing care services outside of the IntroEase's platform without prior written consent from IntroEase. This restriction applies for a period of 12 months from the date of introduction of the client to you. This clause is intended to protect IntroEase' legitimate business interests, including client relationships and confidential information.

By using the IntroEase's platform, you agree to adhere to this non-solicitation clause and understand the potential consequences of breaching this agreement.

#### **16. MISCELLANEOUS**

This Agreement, together with any other documents incorporated herein by reference, and related Schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Except as expressly provided otherwise in this Agreement, if any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

This Agreement may not be amended, by implication or otherwise, by any marketing material contained on IntroEase's website or the IntroEase Platform.

Nothing contained in this provision, or this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.

**17. DISPUTE RESOLUTION and GOVERNING LAW**

This Agreement is governed by the laws of England and Wales, and the Parties hereby agree to the sole jurisdiction of the courts of England and Wales.

BY CLICKING THE BUTTON MARKED "ACCEPT AND PROCEED" YOU HEREBY AGREE TO THIS ICP AGREEMENT; You acknowledge and agree that You have read and understood the terms of this Agreement and also acknowledge that You have had reasonable and adequate opportunity to seek and receive any independent legal advice that you may have decided to seek or have instructed, at your sole expense, prior to signing this Agreement.

**CONFIRMATION BY CARER OF DATE AND SIGNATURE OF AGREEMENT**

Please note that these terms and conditions contained in this Agreement may be changed by IntroEase at any time, and at IntroEase's sole discretion. IntroEase will either inform You of those changes by email or will post any changes to these terms and conditions on IntroEase's website, or both. Once the terms and conditions have been made available or intimated to you, they will become immediately effective, and your contract with IntroEase will be based on those updated terms and conditions.

By acknowledging You are hereby agreeing to IntroEase's terms and conditions. You are confirming your agreement to form a binding contract with IntroEase as described in this Agreement

Contact Information:

If you have any questions about the terms and conditions or the services provided by IntroEase please contact us at [admin@IntroEase.co.uk](mailto:admin@IntroEase.co.uk)