The Directors

[Company] Limited

[Address]

[DATE]

Dear Sirs,

Contractor Agreement

In consideration of [Company] Limited (Client) agreeing to enter into the contractor agreement (Agreement) with [service company name] Limited (Service Company), I hereby agree the following:

I warrant that the Service Company is and shall at all times be entitled to enter into the Agreement and make available my services to the Client in accordance with the terms of the Agreement.

I warrant that I own all of the issued share capital of the Service Company and shall notify the Client immediately if there is any change in the ownership of its share capital.

I shall procure that the Service Company shall at all times duly observe and perform the obligations contained in the Agreement (including, without limitation, compliance with any relevant policies or procedures of the Client) and I undertake to indemnify the Client on demand in respect of any loss, liability, costs (including reasonable legal costs), damages or expenses it may suffer as a result of any failure by the Service Company to perform those obligations.

Notwithstanding paragraph 3, and without prejudice to any rights the Client may have against the Service Company, I agree that if I cease to be employed by the Service Company or the Service Company ceases to exist or otherwise fails or is unable to duly observe and perform its obligations under the Agreement, I shall observe and be bound by each and all of the terms of the Agreement as if I were a party in place of the Service Company.

I undertake that I shall look solely to the Service Company for all compensation for any services to be performed by me under the Agreement.

I undertake and agree with the Client that the terms of clause 5 (Confidential information), clause 6 (Intellectual property), clause 8 (Obligations on termination), clause 9 (Status), clause 10 (Tax legislation), clause 15 (insurance and liability), clause 16 (Restrictive covenants) and clause 17 (Data protection) of the Agreement apply as if they are direct undertakings and agreements between us.

I undertake that no breach by the Service Company of any of its obligations to me shall constitute or be deemed to constitute a breach by the Client under the Agreement. Accordingly, notwithstanding any such breach by the Service Company, I undertake to fulfil all of my obligations under this letter and as envisaged by the Agreement if and for so long as the Client fulfils its obligations to the Service Company.

Yours faithfully,

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[NAME OF INDIVIDUAL]