
EMPLOYMENT AGENCY CLIENT TERMS AND CONDITIONS

These Terms and Conditions shall apply to the provision of Services by the Agency to the Client.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

| | |
|-----------------------------------|---|
| “Agency” | ShiftGo Technologies Ltd (trading as DashCrew™), a company registered in England and Wales under number 17040968 whose registered office is at 5 Brayford Square, London, E1 0SG |
| “Candidate” | means any person whose compliance and identity data is processed via the Platform at the request of the Client; |
| “Client” | means any person, firm or company including any associates or subsidiaries to whom a Candidate is introduced; |
| “Confidential Information” | means any information concerning either Party and relating to its business methods, plans, systems, finances or projects; its trade secrets; its products or services; or any other information which is expressly described as confidential; |
| “Engagement” | means any employment, engagement or use by a Client of a Candidate, directly or indirectly, part or full time, on a permanent or temporary basis, with or without a contract, as a result of an Introduction; |
| “Remuneration” | means any salary, fees, bonuses, commission, allowances, or any other financial benefit payable to, or received by a Candidate for services to a Client; and |
| “Services” | means the software, identity verification (IDSP), and compliance data processing services provided by the Agency to the Client as set out in these Terms and Conditions. |

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing”, and any similar expression, includes a reference to any communication effected by electronic transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

1.2.4 a Schedule is a schedule to these Terms and Conditions;

- 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
- 1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words communicating the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include any other gender.

2. **The Contract**

- 2.1 Any and all business entered into by the Agency is subject to these Terms and Conditions and in the event of any conflict shall prevail unless agreed otherwise in writing by a Director of the Agency.
- 2.2 No modification or change to these Terms and Conditions will be valid unless the details of any such changes are in writing, signed on behalf of the Agency and the Client, and state the date on or after which such new terms will apply.
- 2.3 The submission of a Candidate's details to the Platform by the Client or the Candidate shall be deemed acceptance of these Terms and Conditions by the Client. .
- 2.4 These Terms and Conditions contain the entire agreement between the Agency and the Client and supersede all previous terms of business, agreement and arrangements.

3. **The Agency's Obligations**

- 3.1 The Agency shall endeavor to verify the Right-to-Work (RTW) identity of Candidates submitted to the Platform using government-certified Identity Service Providers (IDSP) or Home Office systems, and shall provide the resulting compliance report to the Client.
- 3.2 Where a Candidate is offered Engagements that involve working with persons under the age of 18 or vulnerable people, the Agency accepts no liability for safeguarding checks. The Client retains sole responsibility for obtaining any necessary DBS or safeguarding authorisations.

4. **The Client's Obligations**

- 4.1 The Client shall provide to the Agency all information which is reasonably required for the Agency to provide the Services. The Client shall use its best endeavours to ensure that such information is complete, accurate and up to date.
- 4.2 The Client shall ensure that all information provided to the Agency does not contain any material which could be regarded as offensive, indecent, obscene, illegal, dishonest, untruthful, defamatory or discriminatory.
- 4.3 The Client shall ensure that all information provided to the Agency does not

contain any material which infringes the rights of any third parties (including, but not limited to, intellectual property rights).

- 4.4 The Client must not seek to employ any member of the Agency's internal staff.
- 4.5 The Client acknowledges that the Agency is under no obligation to provide the Services until all required information has been provided by the Client in accordance with sub-Clause 4.1.
- 4.6 Subject to the provision of the RTW verification report by the Agency, the Client retains the ultimate statutory responsibility to verify and check all Candidate details, qualifications, and right-to-work status prior to the commencement of any Engagement.
- 4.7 It shall be the sole responsibility of the Client to obtain any required permits (including, but not limited to, work permits).
- 4.8 It shall be the sole responsibility of the Client to arrange for any required medical examinations or investigations.
- 4.9 Notwithstanding sub-Clauses 3.1 and 3.2 above, the Client must satisfy itself as to the suitability of a Candidate for any Engagement, and the Client must be responsible for taking up references and checking the validity of qualifications and authorisations. The Client shall have sole responsibility to check for such suitability, validity of qualifications and authorisations, and to take up references.
- 4.10 The Client is responsible for payment of remuneration to the Candidate.

5. Fees and Payment

5.1 Compliance Onboarding Fee:

The Agency provides a software platform to facilitate the compliance onboarding of the Client's own Candidates (the "BYOC Service"). A Compliance Onboarding Fee of £13.00 shall be payable by the Client to the Agency for each Candidate processed through the platform.

5.2 Payment Method:

The Client acknowledges and agrees that the Agency uses Stripe to process the Compliance Onboarding Fee. The Client authorizes the Agency to charge the registered payment card for each Candidate processed.

5.3 Scope of Service:

The Agency acts solely as a software provider and IDSP integration agent. The Agency **does not** route, process, or hold worker wages. The Client remains the sole legal entity responsible for the payment of the Candidate's Remuneration, Holiday Pay, and any applicable PAYE/NI contributions directly to the Candidate.

- 5.4 The Agency reserves the right to charge interest at the rate of 8% above the Bank of England base rate of interest per annum on any invoiced Compliance Onboarding Fee that remains unpaid from the due date to the date of payment.

6. Confidentiality

- 6.1 Each Party undertakes that, except as provided by sub-Clause 7.2 or as authorised in writing by the other Party, it shall, at all times:

- 6.1.1 keep confidential all Confidential Information;
 - 6.1.2 not disclose any Confidential Information to any other party;
 - 6.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions;
 - 6.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 6.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 7.1.1 to 7.1.4 above.
- 6.2 Either Party may:
- 6.2.1 disclose any Confidential Information to:
 - 6.2.1.1 any sub-contractor or supplier of that Party;
 - 6.2.1.2 any governmental or other authority or regulatory body; or
 - 6.2.1.3 any employee or officer of that Party or of any of the aforementioned persons;to such extent only as is necessary for the purposes contemplated by these Terms and Conditions, or as required by law, and in each case subject to that Party first informing the person in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 7.2.1.2 above or any authorised employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
 - 6.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is, or has become, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.
- 6.3 The provisions of this Clause 7 shall continue in force in accordance with their terms, notwithstanding the termination of these Terms and Conditions for any reason.

7. Data Protection

7.1 In this Clause 8:

“Data Protection Legislation” means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the “UK GDPR”), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended; and

“personal data” means personal data as defined in the UK GDPR.

7.2 All personal data that either Agency or the Client (“First Party”) may use will be

collected, processed, and held by that First Party in accordance with the provisions of Data Protection Legislation and the rights under the Data Protection Legislation of the other party being, as the case may be, either the Agency or the Client (“Other Party”) and the rights under the Data Protection Legislation of any third party.

- 7.3 For complete details of the First Party’s collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Other Party’s and any third party’s rights and how to exercise them, and personal data sharing (where applicable), the Other Party should refer to the Privacy Notice of the First Party. The respective Privacy Notices of each Party are available on the Agency’s website.

8. **Liability**

With the exception of death or personal injury due to negligence or fraud by the Agency, the Agency shall not be liable or responsible for any loss or damages of any nature whether direct or indirect including any loss of profits, loss of business, loss of revenue, loss of anticipated savings, or any consequential damages suffered or incurred by the Client, howsoever caused or arising, whether due to breach of contract, tort (including negligence and breach of statutory duty), as a result of the Introduction of a Candidate to the Client by the Agency, the Engagement of a Client Introduced by the Agency, the failure of the Agency to Introduce any Candidate to the Client, or otherwise arising out of or in connection with the Services or any agreement for the Services between the Agency and the Client.

9. **Software Services & Tax Liability**

- 9.1 The Agency provides a software platform to facilitate identity verification and generate data exports. The Agency is not a Tax Adviser, Accountant, or Payroll Bureau.
- 9.2 The Client is solely responsible for determining the employment and tax status of the Candidate (e.g., IR35, Limb (b) Worker status).
- 9.3 Any data, calculations, or reports provided by the platform are for informational purposes and administrative convenience only. The Client retains full legal control and liability for verifying this data and making accurate submissions to HMRC.
- 9.4 The Client shall indemnify the Agency against any penalties, interest, or fines levied by HMRC or any other authority arising from the Client’s tax or payroll obligations regarding the Candidate.

10. **Indemnity**

The Client shall indemnify the Agency against any costs, liability, damages, loss, claims or proceedings incurred directly or indirectly by the Agency which may arise out of the Client’s use of the Services or out of any breach by the Client of any of these Terms and Conditions.

11. **Force Majeure**
Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other similar or dissimilar event that is beyond the control of the Party in question.
12. **Relationship**
Nothing in these Terms and Conditions shall create a partnership or agency or the relationship of employer and employee, or other relationship between the Agency and the Client.
13. **Severance**
In the event that any part(s) of these Terms and Conditions or part thereof is declared to be invalid, unlawful, void or unenforceable then such terms or parts shall be severed and the remaining terms and conditions shall continue to be valid and enforceable to the fullest extent of the law.
14. **Third Parties**
No provision of these Terms and Conditions shall confer any benefit on or be enforceable by any person who is not a party to these Terms and Conditions under the Contract (Rights of Third Parties) Act 1999.
15. **Waiver**
No failure or delay by either Party in exercising any right or remedy available to it will constitute a waiver of that or any other right or remedy. No waiver or amendment of any clause will be effective unless confirmed in writing to the other Party.
16. **Law and Jurisdiction**
 - 16.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
 - 16.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.