

INDEPENDENT SELF-EMPLOYED PSYCHIC READER CONTRACT

These terms of engagement cancel and replace all previous letters of engagement, agreement and arrangements, whether oral or in writing, between the Company and yourself, all of which shall be deemed to have terminated by mutual consent. The Supplier and the Company confirm that neither has entered into this agreement in reliance upon any representation, warranty or undertaking of any other party which is not set out or referred to in this agreement.

The Company: KOOMA LIMITED (the "**Company**")

The Self-employed tarot reader _____ (hereafter referred to as the "**Supplier**")

Date of issue:

SERVICES The Supplier shall supply the services as described in the Tarot Live Reader Service Manual (the "**Manual**") (the "**Services**") on a non-exclusive basis to customers of the Company. The Supplier acknowledges and agrees that it is directly responsible for and owes a duty of care in respect of any of the Services which it provides to any customer. The Services shall be supplied to the best ability of the Supplier. The Supplier acknowledges that there may be periods where no work is available and that the Company has no obligation to provide the Supplier with any work or to provide any minimum number of hours in any day or week.

WORKING HOURS The Supplier shall provide the Services for such hours at such times, as he shall, in his absolute discretion decide. In order to indicate availability to do so, the Supplier must log onto the Company's telephone system with the PIN details provided. The Supplier will provide the Services from his home address, or such other suitable address as they may nominate.

PAYMENT Payment of the fee for providing the Services (the "**Fee**") shall be calculated based on the actual time worked, the current operator rate (which is subject to change from time to time - please refer to the current Manual) and paid on a weekly basis. The Company will raise an invoice for payment exclusive of VAT (unless the Supplier has notified the Company that they are VAT registered), containing a description of the Services provided including dates and hours for all work undertaken in connection with the service. The invoice shall be based on minutes during which the Supplier has provided the Services according to the telephonic records maintained by the Company.

The Supplier shall ensure that the time committed to the provision of the Services is accurately recorded to the satisfaction of the Company.

The following further conditions apply and are consented to by the Supplier:

1. Invoices shall not be raised for amounts below £10. In the event that the Fee due to the Supplier in respect of a particular week is £9.99 or less, this amount shall not be paid that week, but shall instead be rolled forward to the following payment interval or such time as the cumulative payment due is in excess of £9.99.
2. The Fee shall be paid for minutes during which the Services are provided only. No Fee shall be payable in respect of periods where the Supplier has indicated availability but the company has not requested the Services or for minutes where in the event of a customer complaint and in the reasonable opinion of the Company the Services provided by the Supplier were not of an acceptable standard.

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

TAXATION The Supplier shall be fully responsible for any tax or national insurance liability arising from his relationship with the Company and is responsible for registering as a self-employed person with HMRC, the Contributions Agency and any other relevant body and shall notify HM Revenue & Customs of his earnings and, on demand, provide details of the tax reference under which they are dealt to the Company. The Supplier shall ensure that all relevant statutory obligations are fulfilled.

This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Supplier will be fully responsible for and will indemnify and keep indemnified the Company and each and every group company of it for and in respect of any income tax, value added tax and National Insurance and Social Security contributions and any other liability, loss, damage, cost, expense, deduction, contribution, assessment, claim or finding arising from or made in connection with the performance by the Company of its obligations under this agreement or the performance by the Supplier of the Services. The Supplier will further indemnify the Company and each and every of its group companies against all reasonable costs and expenses and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim including any claim by any third party other than where such liability, deduction or contribution arising out of the assessment or claim arises out of the Company's negligence or wilful default.

The Company may at its option satisfy the indemnity above without prejudice to such indemnity (in whole or in part) by way of deduction from the Fees to be paid by the Company under this agreement. The Company shall be entitled to deduct from any amounts payable to the Supplier and all amounts so paid or required to be paid by it and, to the extent that any amount of taxes paid or required to be

paid by the Supplier shall exceed the amounts payable by the Company to the Supplier, the Supplier shall indemnify the Company in respect of such liability and shall, upon demand, reimburse the Company such excess.

LOYALTY The Supplier agrees that he will only use the Company's systems for the proper performance of the Services and will not promote, advertise, sell or in any way discuss other services or products with users or customers of the Company's Services. Any Supplier found to be promoting or selling unauthorised Services or products will have their contract terminated immediately. The Supplier may also be liable to a claim for loss of profits arising from their actions.

TERMINATION This agreement may be terminated by the Company with no notice period to the Supplier. Due to regulatory obligations, the Supplier's standard of service will be regularly reviewed and unacceptable standards may result in his contract being immediately terminated without notice. The Supplier will carry out the Services in compliance with the guidelines and within the parameters laid down by the Company. The Supplier may terminate the agreement at any time.

CONFIDENTIALITY Both the Company and the Supplier have a duty to keep secret all information given or gained in confidence. The Supplier shall keep secret and shall not at any time either during this agreement, or after its termination, for whatever reason, use communicate or reveal to any person for his or their own or another's benefit, any secret or confidential information either in whole or in part concerning the business, finances or organisation of the Company its or their suppliers or customers (including any personal information revealed to the Supplier while providing his Services) or any other information considered confidential which shall have come to his knowledge during the course of this agreement. The Supplier shall also use his best endeavours to prevent the publication or disclosure of any such information.

The Supplier shall at any time during the continuance of this agreement if so required by the Company and in the event of the termination of this agreement for whatever reason (whether lawfully or otherwise) immediately surrender to the Company all original and copy documents in his possession, custody or control (including, without limitation, all books, manuals, documents, papers, materials) belonging to the Company or relating to the business of the Company together with any other property belonging to the Company.

The Supplier shall, if requested by the Company, irretrievably delete any information relating to the business of the Company stored in any magnetic or optical disc or memory and all matter derived from them which is in his possession, custody, care or control outside the premises of the Company and in each case shall produce such evidence of deletion as the Company may require.

The restrictions and obligations contained in this clause shall not apply to:

- (a) any disclosure or case authorised by the Company or required in the ordinary and proper course of the implementation of this agreement or as required by the order of a court of competent jurisdiction or an appropriate regulatory authority; or
- (b) any information which the Supplier can demonstrate was known to the Supplier prior to the commencement of this agreement or is in the public domain otherwise than as a result of a breach of this clause.

INTELLECTUAL PROPERTY All and any rights of copyright, design, patent, trademarks, moral rights, database rights or any other intellectual property rights or any voice recordings, text-chat messages, training manual and any other training material ("**IPR**") created by the Supplier in connection with this agreement are owned by the Company. If at any time during the term of this agreement the Supplier creates, makes or invents any IPR (including without limitation inventions and copyright works) relating to or capable of relating to the Company's business, he will promptly disclose full details of it to the Company and it shall be owned by the Company and, subject to the Patents Act 1977, the Supplier hereby assigns with full title guarantee all such IPR to the Company.

The Supplier will at the request and expense (as to out-of-pocket expenses) of the Company execute all documents and do such things as may be necessary or desirable to vest, or confirm vesting of, the intellectual property belonging to the Company, and to obtain protection in the Company's name for that intellectual property.

To the fullest extent permitted by law the Supplier waives in favour of the Company irrevocably any moral rights in any part of the world that he may have in any of the intellectual property belonging to the Company.

The provisions of this clause will continue in force after the termination of this agreement in respect of all intellectual property created, made or invented by the Supplier in connection with this agreement.

PERSONAL PROPERTY The Company accepts no responsibility for damage to, or loss of, personal property, including vehicles. The Supplier therefore, is recommended to take out an insurance policy to cover personal property, if it is felt appropriate.

INSURANCE The Supplier shall make reasonable endeavours to take out and maintain full and comprehensive insurance policies for fraud, wilful default, negligence, infringement of third-party intellectual property rights, employers' liability and public liability in respect of the provision of the Services at a level of cover and on terms reasonably acceptable to the Company and shall notify the insurers of the Company's interest and shall cause such interest to be noted on the policies.

AGE The Supplier warrants that, at the time of entering into this Agreement with the Company, they are over the age of 18.

DATA PROTECTION The Supplier agrees that personal data (other than sensitive personal data) relating to him and to his relationship with the Company may to the extent that it is reasonably necessary in connection with this agreement or the business of the Company in any jurisdiction:

1. be collected and held (in hard copy and computer readable form) and processed by the Company;
2. be disclosed or transferred to (1) employees of the Company or any other group company of the Company and their employees, (2) any other persons as may be reasonably necessary, and (3) as otherwise required or permitted by law.

The Supplier agrees that the Company may process sensitive personal data relating to him, including medical details and details of gender, race and ethnic origin. Personal data relating to gender, race and ethnic origin will be processed by the Company only for the purpose of monitoring any equal opportunities policy the Company may operate, with a view to enabling equal opportunities to be promoted and maintained. The Supplier agrees that the Company may disclose or transfer such sensitive personal data to other persons if it is required or permitted by law to do so or, in the case of personal data relating to gender, race or ethnic origin, for the purpose of monitoring or enabling the monitoring of any equal opportunity policy of the Company.

The Supplier consents to the transfer and disclosure of personal data as set out above which shall apply regardless of the country to which the data is to be transferred whether within or outside the European Economic Area. Where the disclosure or transfer is to a person resident outside the European Economic Area, the Company shall take reasonable steps to ensure that the Supplier's rights and freedoms in relation to the processing of the relevant personal data are adequately protected.

The Company and other members of its group will monitor and record the content of voice calls and recordings, text-chat messages or similar communications made or received by the Supplier in connection with providing the Services to ensure compliance with the Manual and the Code (as defined below) and to check standards and to check facts relevant to the business and the Supplier hereby consents to such monitoring and recording.

The Company and other members of its group may also, from time to time, monitor the Supplier's use of the internet and of email communications received, created, stored, sent or forwarded by the Supplier on systems provided by the Company to the Supplier for the performance of his duties where reasonably necessary to check facts relevant to the business, ensure compliance with Company policies and procedures and investigate or detect unauthorised use of the Company system. The Supplier hereby consents to such monitoring by the Company and other members of its group.

INDEMNITY The Supplier shall indemnify the Company against any claims, demands, expenses, loss or deduction or liabilities, which the Company may incur arising out of the Services performed by the Supplier.

COMPLIANCE WITH REGULATION AND KOOMA TAROT MANUAL The Supplier warrants that they have read and understood Manual including the extracts from the current Ofcom Code of Practice ("the Code") and the Code to be found at: www.ofcom.org.uk

The Supplier warrants that they will comply with all requirements of the Manual (and in particular the sections on "Important guidelines, rules and information", "Conduct and Discipline" and "Numbers to give customers in need of help") and Code as amended from time to time at all times. Other than for the purpose of defining the Services and the operator rate and behaviour and "Numbers to give customers in need of help" set out in the Manual and/or the Code (which may be unilaterally amended by the Company from time to time) neither the Manual nor the Code form contractual terms of this agreement.

LAW This agreement shall be construed in accordance with the Laws of England & Wales and shall be subject to the sole jurisdiction of the English courts.

MISCELLANEOUS The Supplier shall comply with all reasonable standards of safety and all relevant laws which may be in force from time to time, and report to the Company any incident which could give rise to any unsafe working conditions or practices. The Supplier shall not at any time either during the term of this agreement or thereafter make or cause or permit to be made any untrue or misleading statement in relation to the provision of the Services.

The Supplier shall not at any time either during the term of this agreement or thereafter do or say anything which damages or which could reasonably be expected to damage the interests or reputation of the Company or any group company or its or their officers, employees, suppliers or agents. The Supplier undertakes that he shall not, at any time after the termination of this agreement for whatever reason, either personally or by an agent, directly or indirectly represent himself, and shall procure that any such agent shall not represent itself, as being in any way connected with or interested in the business of the Company.

The relationship of the Supplier to the Company will be that of independent contractor and at no time will the Supplier hold himself out as being an employee of the Company or any group company. The Supplier shall not assume, create or incur any liability or obligation on behalf of the Company (and acknowledges that he has no right to do so) save as specifically authorised in writing by the Company. Neither of the parties to this agreement is the partner of any other and nothing in this agreement shall be construed or have effect as rendering the Supplier an employee or a partner of the Company.

If at any time any term or provision in this agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of this agreement, but the enforceability of the remainder of this agreement shall not be affected and the Supplier acknowledges that he is a self-employed person (an independent contractor) providing services to the Company and the Supplier confirms and agrees that he is not an employee of the Company.

I acknowledge and agree to the above

Full name of Supplier _____ Signed by Supplier _____ Date / /2025

Signed on behalf of the Company ___  ___Nick Sardes (Product Development Manager)