

## TERMS OF BUSINESS FOR THE SUPPLY OF CONTRACTORS

### 1. DEFINITIONS

In this Contract the following definitions shall apply.

"Randstad Technologies" means Randstad Technologies Limited (and its successors) whose registered office is United Kingdom House, 180 Oxford Street, London W1D 1NN.

"Assignment" means the period during which the Consultancy or the Contractor is supplied to the Client to render Services.

"Assignment Schedule" means the schedule to this Contract setting out details of the Assignment.

"Client" means the person, firm, or corporate body to whom the Consultancy and/or Contractor is supplied or introduced. For the avoidance of doubt, corporate body shall include any holding company, fellow subsidiary, or associated company, as defined by the Companies Act 1985.

"Confidential Information" shall include any information belonging to or about the Client or Randstad Technologies, which if used by the Consultancy, and/or the Contractor, other than in the course of the Assignment for the benefit of the Client or if disclosed to any third party would be of value or could cause damage to the Client or Randstad Technologies whether directly or indirectly. For the avoidance of doubt any information provided by Randstad Technologies which identifies the Applicant or the Contractor is deemed to be Confidential Information.

"Applicant" means any person introduced by Randstad Technologies to the Client for an Engagement.

"Contractor" means any Applicant assigned by Randstad Technologies to perform services including the Services as defined in the Assignment Schedule. For the purposes of this definition Contractor shall include those persons who are providing services through a Service Provider.

"Consultancy" means the incorporated body with whom Randstad Technologies has entered into a Contract for the supply of Services by one or more Contractors to perform services.

"Engagement" means the utilisation or employment (following Introduction) directly or indirectly by the Client or any third party or through any other employment business whether under a contract of service or for services or in partnership or under a licence or franchise arrangement (including the re-introduction by or use through another employment agency or consultancy) of the Applicant or the Contractor.

"Intellectual Property Rights" means any and all present and future copyrights, registered designs, patents, trade marks, service marks, design rights (whether registered or unregistered), semiconductor topography rights, applications for any of the above, rights to extract or re-utilise data, database rights, trade secrets, rights of confidence and all other similar rights recognised in any part of the world.

"Introduction" means a) the passing by Randstad Technologies to the Client of information, which identifies or relates to the Applicant and which leads to an Engagement; or b) the interview by the Client, however this takes place, of the Applicant, the Contractor, or any representative (including the Contractor) of the Service Provider.

"Opt Out" means that the Consultancy and the Contractor have given notice to Randstad Technologies that the Regulations shall not apply in respect of the Assignment.

"Progress Report" means the paper or electronic format on to which the Contractor records the time worked or the Services provided for authorisation by the Client. For the avoidance of doubt it includes any format or system, which Randstad Technologies uses or is required to use by the Client.

"Relevant Period" means the later date of either i) 14 weeks from the first day on which the Contractor was first supplied to the Client; or ii) eight weeks from the day after the Contractor was last supplied to the Client. For the avoidance of doubt, the term Contractor above means Contractor and/or Consultancy.

"Restriction Period" means the period of 12 months following the Introduction of an Applicant or a period of 12 months following the expiry or termination of a Contract for the services of that Contractor.

"Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

"Services" means the Services defined in the Assignment Schedule.

"Service Provider" means an incorporated body through which the services of a Contractor can or are provided and shall include the Consultancy.

"Transfer Fee" means the Transfer Fee set out in clauses 9 and 10.

"Randstad" means Randstad Holding nv, a company incorporated in the Netherlands, and its subsidiaries from time to time.

References to the singular include the plural and references to the masculine include the feminine and vice versa.

The section headings of this Contract are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.

### 2. ACKNOWLEDGEMENTS

- a) The Client acknowledges that Randstad Technologies invests time and cost in seeking out, and obtaining details of Consultancies and/or Contractors who have a range of skills, experience, and qualifications. Randstad Technologies acknowledges that it has provided what it considers suitable Consultancies and/or Contractors to perform the Services required, and as outlined by the Client.
- b) The Client acknowledges that it has either:
  - i) met or had the opportunity to meet the Contractor and/or any representative of the Consultancy; and/or
  - ii) selected the Contractor to perform services.
- c) The Client acknowledges that Randstad Technologies is in the business of sourcing and introducing suitable service providers to the Client and entering into appropriate contractual arrangements for the provision of their services to the Client.
- d) The Client acknowledges that Contractors employed by Consultancies have the right to opt out of the Regulations.
- e) Nothing contained in this Contract shall in any way constitute the Consultancy or the Contractor as the employee(s) or worker(s) of Randstad Technologies or the Client. Randstad Technologies confirms that the Consultancy or (where there is no Consultancy) the Contractor is engaged under a contract for services, and the Client fully acknowledges that it does not have the right to control the actions of the Consultancy or the Contractor in the way that it would if an employment relationship existed.
- f) The parties acknowledge that Randstad Technologies is not obliged to put the Consultancy and/or the Contractor forward for consideration by the Client for the provision of services and the Consultancy and/or the Contractor is not obliged to provide services to the Client beyond the termination or expiry of this Contract.

### 3. THE CONTRACT

- a) These Terms together with the Assignment Schedule constitute the Contract between Randstad Technologies and the Client for the supply of the Services of a Consultancy and/or a Contractor to the Client, and are deemed to be accepted by the Client by virtue of its request for interview

with, or Engagement of the Consultancy and/or a Contractor, or the passing of any information about the Consultancy, or the Contractor to a third party following an Introduction.

- b) In the event of a contradiction between these Terms and the Assignment Schedule, the Assignment Schedule shall apply.
- c) These Terms contain the entire agreement between the parties, and, unless otherwise agreed in writing by a Director or Manager of Randstad Technologies, prevail over any Terms of Business or purchase conditions put forward by the Client.
- d) The Client acknowledges that, in entering into this Contract it has not relied on any representations made by Randstad Technologies, the Consultancy, and the Contractor to the date of this Contract, except those which are expressly set out in this Contract.
- e) No variation to this Contract shall be valid unless it is in writing and signed by a Director or Manager of Randstad Technologies and an authorised representative of the Client. In the event of a change to the information set out on the Assignment Schedule, this shall apply when duly signed by authorised representatives of Randstad Technologies and the Client.

#### 4. RANDSTAD TECHNOLOGIES' OBLIGATIONS

- a) Randstad Technologies agrees to use its reasonable endeavours to ensure that the Services are provided in accordance with the Assignment Schedule.
- b) Randstad Technologies shall use its reasonable endeavours to procure that the Consultancy and (where appropriate) the Contractor each:
  - i) uses reasonable care and skill in supplying the Services;
  - ii) complies with the Client's reasonable requirements as notified by the Client to Randstad Technologies from time to time;
  - iii) complies with all the Client's regulations, policies and procedures of the Client, as notified by the Client to Randstad Technologies, the Consultancy and the Contractor, including those covering health and safety and security;
  - iv) where so required uses reasonable endeavours to provide a suitable replacement when the Contractor is unable to perform the Services; and
  - v) (Opt Out) does not prior to completion of the Assignment accept any engagement, including employment, which would compromise or create a conflict of interest with its or their respective obligations under this Contract.
- c) When making an introduction to the Client, Randstad Technologies shall inform the Client of the following:
  - i) the identity of the Contractor;
  - ii) where the information is available, that the Contractor has the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law to perform the Services; and
  - iii) that the Consultancy and/or the Contractor are willing to provide the Services.

#### 5. THE CLIENT'S OBLIGATIONS

- a) The Client warrants that it has provided sufficient information in order for Randstad Technologies properly to consider the suitability of the Consultancy and/or the Contractor to supply the Services, including but not limited to details of:
  - i) the Client;
  - ii) the start date and duration of the Assignment;
  - iii) the Services to be provided, including the type of work, the Service location at which and the hours during which the Services are to be provided, any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks;
  - iv) the experience, training, qualifications and any authorisation which the Client considers are necessary to provide the Services; and
  - v) any expenses payable to the Consultancy and/or the Contractor.
- b) Where all the details set out in Clause 4 c) have not been provided by Randstad Technologies, the Client confirms that it is satisfied with the details supplied, and agrees that, in the event that the Contractor does not have the experience, training, qualifications, or any authorisation, which the Client considers are necessary, or which are required by law, Randstad Technologies shall have no liability to the Client
- c) The Client undertakes to:
  - i) to the extent these are applicable, provide Randstad Technologies, the Consultancy, and/or the Contractor with any rules (including health and safety, site and security regulations and IT procedures) that apply and are relevant at any site where Services are to be provided;
  - ii) authorise the agreed format Progress Reports to confirm the number of hours worked or the Services rendered by the Consultancy and/or the Contractor and that the Services have been satisfactorily performed;
  - iii) allow the Consultancy and/or the Contractor to determine generally how the Services should be supplied;
  - iv) in the event that the Client is dissatisfied with the performance by the Consultancy and/or the Contractor of the Services to notify in writing the Company immediately, giving the reasons for their dissatisfaction. For the avoidance of doubt, the Client acknowledges that it has no authority to discipline the Contractor or to terminate the provision of the Services, other than by giving notice to Randstad Technologies; and
  - v) the Client will not commit any act or omission, which could be considered as constituting unlawful discrimination or harassment of the Contractor, either in connection with or during the Assignment.
- d) The Client undertakes by his actions to ensure that the Consultancy and/or the Contractor are not recognised or deemed to be employees of the Client or Randstad Technologies.
- e) The Client warrants that by its actions it will not cause Randstad Technologies or the Consultancy to be in breach of the Working Time Regulations in respect of the Contractor.
- f) The Client undertakes:
  - i) to notify Randstad Technologies immediately of any offer of an Engagement which it makes to the Applicant; and
  - ii) to notify Randstad Technologies immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of all remuneration to Randstad Technologies.

#### 6. PAYMENT OF FEES

- a) Randstad Technologies will invoice the Client on a monthly basis, based on the number of hours worked, or the Services rendered, as shown on the authorised Progress Reports, calculated in accordance with the rates shown on the Assignment Schedule.
- b) Any expenses incurred during the course of an Assignment will be separately itemised on the invoice.
- c) Invoices are payable within thirty days of submission, unless otherwise agreed in writing by Randstad Technologies. Failure to pay the invoice within thirty days entitles the Company to charge interest on the outstanding amount in accordance with the Late Payment of Commercial Debts Act 1998.
- d) In the event that the Client disputes the hours worked or the Services rendered, the Client shall notify Randstad Technologies immediately, and shall co-operate with Randstad Technologies in establishing what hours, if any, were worked by the Consultancy and or the Contractor. For the avoidance of doubt, failure to sign a Progress Report does not absolve the Client from the obligation to pay the charges in respect of time actually worked.
- e) VAT will be added to any amounts invoiced under this Contract at the rate prevailing at the current time.

- f) Unless otherwise agreed by Randstad Technologies, there is no obligation to make any rebates or refunds of fees or other sums paid or payable to Randstad Technologies under this Contract.

#### **7. PAYMENTS BY RANDSTAD TECHNOLOGIES TO THE CONSULTANCY AND/OR THE CONTRACTOR**

- a) Randstad Technologies is responsible for making payments to the Consultancy of any fees due in respect of a Contractor provided by the Consultancy.
- b) Where the Contractor is not supplied through a Consultancy to Randstad Technologies but is engaged directly under a Contract for Services, Randstad Technologies is responsible for paying the remuneration of the Contractor, and for making payment to the relevant authorities, of any amounts it is required to deduct by law.

#### **8. REPLACEMENT OF CONTRACTOR**

Randstad Technologies may replace any Contractor provided that the Client is satisfied in its absolute discretion that the proposed replacement possesses the necessary skills and expertise to carry out the Services.

#### **9. PROTECTION OF RANDSTAD TECHNOLOGIES' BUSINESS**

- a) The Client warrants that it will treat the details of Applicants, Consultancies and or Contractors provided by Randstad Technologies as Confidential Information and that it will use this Confidential Information only for the express purpose for which it was provided and that it will not pass this Confidential Information on to any third party without the written permission of Randstad Technologies
- b) In the event of the Engagement of an Applicant, a Consultancy and or a Contractor Introduced by Randstad Technologies to the Client, either (i) directly by the Client or(ii) by the Client pursuant to being supplied by another Employment Business, either after the Introduction of the Applicant, the Consultancy and/or the Contractor (but before the commencement of an Assignment) or during an Assignment or within the Relevant Period, the Client shall notify Randstad Technologies of its intention to engage and shall give 2 days' written notice of its election to either:
- i) Enter into an extended hire period of the Assignment, or if no Assignment has taken place or the Assignment has already ended, enter into a new extended period of hire of 26 weeks to commence from date of such notice, during which Randstad Technologies shall continue to provide the services of the Consultancy and/or the Contractor on the same terms and conditions that apply to the Assignment at the date of such notice, unless otherwise agreed, and at the end of the extended period of hire, the Client may Engage the Contractor without payment of any further fee to Randstad Technologies; or
  - ii) pay a Transfer Fee, on commencement of the Engagement, equal to eight times the standard fee rate per week which Randstad Technologies would expect to invoice in respect of the Consultancy and/or the Contractor at the date of notification.
- c) If the Client fails to specify whether payment of a Transfer Fee or an extended period of hire is preferred, the engagement fee at 9(b)(ii) above shall be payable by the Client to Randstad Technologies upon commencement of the Engagement of the Consultancy and/or the Contractor.
- d) Subject to clause 10 below, in the event that the Client introduces the Applicant or the Contractor to a third party with whom the Contractor enters into an Engagement within the Restriction Period, the Client shall be liable to pay a Transfer Fee to Randstad Technologies, the amount of which is set out in the Assignment Schedule, or if there has been no Assignment, equal to eight times the standard fee rate per week which Randstad Technologies would expect to invoice in respect of the Applicant, the Consultancy and/or the Contractor.
- e) In the event that the Client fails in its obligations under Clause 5 f) to notify Randstad Technologies that an Engagement is accepted, Randstad Technologies instead shall be entitled to a fee of £15,000 or twice the fee it would expect to charge under Clause 9 b) ii below whichever is the greater.

#### **10. PROTECTION OF RANDSTAD TECHNOLOGIES' BUSINESS IN THE EVENT OF OPT OUT NOTIFICATION BY CONTRACTOR AND/OR CONSULTANCY**

In the event that the Client is notified by Randstad Technologies, on or before the commencement of an Assignment, that the Contractor performing the Assignment in the question is a corporate body and has opted out of the effects of the Regulations, clause 9(b), 9(c) and 9(d) above shall not apply and instead, if during an Assignment, or if there has been no Assignment, within the Restriction Period of the Introduction of a Consultancy and/or Contractor, and for a period set out in the Restriction Period following the expiry or termination of this Contract, the Client directly or indirectly pursuant to an agreement with an alternative employment business, or any third party to whom the Client directly or indirectly introduces the Consultancy and or the Contractor (including for the avoidance of doubt any client of and any suppliers to the Client with whom the Consultancy and or the Contractor has had material contact), enters into an Engagement with the Consultancy and or the Contractor to provide Services or services similar to the Services the Client shall be liable to a Transfer Fee the amount of which is set out in the Assignment Schedule, or if no Transfer Fee has been set out in the Assignment Schedule or if there has been no Assignment, an amount equal to eight times the standard fee rate per week which Randstad Technologies would expect to invoice in respect of the Consultancy and or the individual.

#### **11. GENERAL PROVISIONS RELATING TO TRANSFER FEES**

- a) Where a Transfer Fee is payable under Clause 9 there is no rebate in the event that the Engagement subsequently terminates.
- b) VAT, at the prevailing rate, is payable on all Transfer fees and Extended Hire Fees.

#### **12. TERMINATION**

- a) This Contract shall expire at close of business on the end date set out in the Assignment Schedule, if not terminated beforehand.
- b) This Contract may be terminated by either party giving the other party the appropriate period of notice, in writing, specified in the Assignment Schedule.
- c) This Contract may be terminated with immediate effect and without notice in the event:
- i) of either party being in material breach of this Contract, which is, in the reasonable opinion of the other party, not capable of remedy, or which, after written request by that party has not been remedied with 14 days of such notice;
  - ii) of either party being in repeated breach of a material clause of this Contract;
  - iii) if the Client becomes bankrupt or has a receiving order or administrative order made against it or is put into liquidation (save for the purposes or reconstruction or amalgamation); or
  - iv) that the Client is persistently late in payment of any fees due to Randstad Technologies without due cause.
- d) Notwithstanding the provisions of sub-clause a) the Client may terminate the Assignment forthwith by giving notice in writing to the Company citing the reasons for such termination where the Consultancy and/or the Contractor is in wilful or persistent breach of its obligations.

#### **13. LIABILITY**

- a) The Client acknowledges that:
- i) Randstad Technologies does not supervise the Consultancy or the Contractor on a day to day basis;
  - ii) it may accept or reject in accordance with the terms of this Contract the Contractor introduced by Randstad Technologies (and the Consultancy, if applicable) with a view to performing the Services;
  - iii) it takes sole responsibility where Confidential Information, equipment, or other assets are entrusted to the Consultancy and/or the Contractor;

- iv) Randstad Technologies, the Consultancy and the Contractor make no warranty as to any product recommended by the Consultancy and/or the Contractor in connection with the provision of the Services;
  - v) the Client is solely in a position to assess and insure against risks arising during, and in respect of the Assignment, and where the Services are provided on the Client's premises the Client shall indemnify Randstad Technologies against any costs, claims, damages and expenses incurred by Randstad Technologies as a result of any breach of these terms by the Client; and
  - vi) the charges made by Randstad Technologies reflect only those Consultancy/Contractor sourcing, selection and introduction services agreed to be supplied by Randstad Technologies and do not indicate acceptance of any liability for the Consultancy's or the Contractor's acts or omissions.
- b) Randstad Technologies shall not be liable for any losses arising out of:
- i) any act or omission or misrepresentation (whether before or after the date of this Contract) of the Consultancy and/or the Contractor, including any loss, expense, damage, costs or delay arising out of the the negligence, dishonesty, misconduct or lack of skill of the Contractor and/or the Consultancy or if the Consultancy and/or Contractor terminates the Assignment for any reason;
  - ii) any failure by Randstad Technologies to provide a Consultancy and/or Contractor for completion of the Assignment;
  - iii) any special, indirect or consequential damages or loss; or
  - iv) any loss of profit, business, revenue, goodwill, anticipated savings and/or any claims made under third party contracts, arising out of any failure by Randstad Technologies to perform any obligations under this Contract, but so that nothing in this Clause 13 b) shall operate to exclude or limit liability for fraud, or death or personal injury arising from its own negligence.
  - v) Subject to the above provisions of this Clause 13, Randstad Technologies' maximum aggregate liability in respect of its own negligent or wrongful acts or omissions, other than fraud, or negligence resulting in death or personal injury, shall be limited (so far as is permitted by law) to £1,000,000 (one million pounds) per claim.

**14. CONFIDENTIALITY**

- a) Randstad Technologies undertakes that it will on its own behalf, and will require the Consultancy, and/or the Contractor to:
- i) keep confidential all Confidential Information relating, or belonging to the Client's business affairs, which becomes known to the parties as a result of the supply of Services, and not to utilise such information, except for the purposes of performing the Services; and
  - ii) not to disclose Confidential Information to any other person, or third party, except if required to do so by process of law, or where it is necessary as an integral part of performing the Services.
- b) Randstad Technologies shall require that the Consultancy, and/or the Contractor:
- i) enter into such confidentiality undertakings as the Client may reasonably require;
  - ii) enter into such assignments of Intellectual Property Rights arising from the performance of the Services, as the Client may reasonably require;
  - iii) deliver up to the Client (or as the Client may direct) at the end of the Assignment all material, including copies thereof, in their possession, or control belonging to the Client, and/or containing Confidential Information.

**15. ASSIGNMENTS**

- a) Randstad Technologies undertakes to procure that the Consultancy and/or the Contractor shall:
- i) disclose and handover to the Client for the exclusive use all rights and benefits arising out of the Services to the Client;
  - ii) give such explanations and instructions to the Client relating to such rights and benefits as the Client may require; and
  - iii) at the request and expense of the Client, execute and do all acts and things reasonably necessary to enable the Client to the extent possible to apply for and obtain protection for the rights and benefits arising out of the services and to vest title to the Client.

**16. NON SOLICITATION**

In the event that any employee of Randstad Technologies with whom the Client has had personal dealings during the period of 12 months prior to the termination of their employment with Randstad Technologies commences an Engagement with the Client within 3 months of such date of termination the Client shall be liable to pay to Randstad Technologies liquidated damages of £5,000 or 25% of their first year's Remuneration whichever is the higher sum. For the purposes of this clause the term "Client" shall include any third party to whom details of the employee are passed by the Client and which results in an Engagement by that third party.

**17. DATA PROTECTION**

Each party warrants to the other that it will comply with all the requirements of the Data Protection laws in relation to this Contract.

**18. GENERAL**

- a) For the purposes of the Regulations Randstad Technologies is acting as an Employment Business. In the event that a permanent placement follows the Introduction of the Consultancy, and/or a Contractor to the Client, Randstad Technologies will be acting as an Employment Agency.
- b) The Client shall not sub-contract, assign, or otherwise transfer any of its obligations, or any of its rights under this contract without the prior written consent of Randstad Technologies. Randstad Technologies is, however, entitled to transfer, or assign any, or all of its obligations to any company within the Randstad Group.
- c) The invalidity or unenforceability of any provision, or part thereof of this Contract shall not effect the validity or enforceability of any other provision, or part thereof of this Contract.
- d) Neither party's rights under this Contract shall be prejudiced or restricted by any concession, delay or forbearance it extends to the other, and no waiver by either party in respect of any breach by the other shall operate as a waiver in respect of any subsequent breach. Rights and remedies provided under this Contract are cumulative and not exclusive of any rights or remedies provided by law.
- e) The Contract shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English Courts.

Signed by and on behalf of the Parties as follows:

Signature .....

Name: .....

Position: .....

For and on behalf of: .....

Date: .....

Signature: .....

Name: .....

Position: .....

For and on behalf of: **Randstad Technologies Limited** .....

Date: .....