

TERMS OF BUSINESS FOR THE SUPPLY OF SERVICES

THE PARTIES

(2) **"Employment Business"** Site Masters plc registered company no. 2126691.

(1) **"Client"** to whom Temporary Workers are introduced. For the avoidance of doubt the Client shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Temporary Workers are introduced.

RECITALS

(A) The Employment Business carries on the business of sourcing and supplying Temporary Workers to provide services to Clients of the Employment Business. The Client has instructed the Employment Business to supply services, as specified in the separately issued Rate Sheets.

(B) The Employment Business will introduce Temporary Workers to the Client to provide Services to the Client on the terms and subject to the conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following definitions apply:

"Agency Workers Regulations" means the Agency Workers Regulations 2010

"Assignment" means the Services to be performed by the Temporary Workers for the Client for a period of time;

"Charges" means the charges as notified to the Client at the commencement of the Assignment and which may be varied by the Employment Business from time to time during the Assignment;

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

"Temporary Worker" means the person, firm or corporate body introduced to the Client by the Employment Business to carry out an Assignment;

"Fees" means the fees payable for the provision of the Services;

"Worker" means any officer, employee, worker or representative of the Employment Business supplied to provide services;

"Data Protection Laws" means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;

"Engagement" means the engagement, employment or use of the Temporary Workers services, by the Client or by any third party to whom the Temporary Workers have been introduced by the Client, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, an agency, licence, franchise or partnership arrangement, or any other engagement or through another employment business; and "Engage", "Engages" and "Engaged" shall be construed accordingly;

"Introduction" means (i) the passing to the Client of a curriculum vitae or information which identifies the Temporary Worker or (ii) the Client's interview of a Temporary Worker (in person, by telephone or by any other means), following the Client's instruction to the Employment Business to supply a services; or (iii) the supply of a Temporary Worker; and, in any case, which leads to an Engagement of that Temporary Workers; and "Introduces" shall be construed accordingly;

"Introduction Fee" means the fee payable by the Client in accordance with clause 5;

"Losses" means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management

time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;

"Remuneration" includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Temporary Worker for services rendered to or on behalf of the Client.

1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

2. THE CONTRACT

2.1. This Agreement together with the Rate Sheets ("**Agreement**") constitutes the contract between the Employment Business and the Client for the supply of Services by the Employment Business to the Client, and is deemed to be accepted by the Client by virtue of its request for, interview with, or Engagement of a Temporary Worker or the passing of any information about the Temporary Worker to any third party following an Introduction.

2.2. This Agreement contains the entire agreement between the Parties and unless otherwise agreed in writing by a director of the Employment Business shall prevail over any terms of business or purchase conditions (or similar) put forward by the Client.

2.3. Subject to clause 5.2 no variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between a director of the Employment Business and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

2.4. The Client acknowledges that the Consultancy may supply any of Temporary Worker to perform the Services.

2.5. The Client acknowledges that the Temporary Worker shall be permitted to determine how it will provide the Services and will have the flexibility to determine the number of hours required and the times worked, to complete the Services, subject to the Temporary Worker complying with any reasonable operational requirements of the Client. The Temporary Worker will be at liberty to determine the location at which it will provide the Services, but where the Consultancy are undertaken at the Client's site, the Temporary Worker will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to the Client's site.

3. VERIFICATION OF EXECUTION OF THE SERVICES

3.1. At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than 1 week or is completed or finished before the end of a week) the Client shall verify the execution of the Services by signature of a form provided to the Client for this purpose.

3.2. Verification by the Client of the execution of the Services constitutes acceptance by the Client that the Services have been provided satisfactorily and in accordance with this Agreement. Failure to verify execution in writing does not affect the Client's obligation to pay the Charges in respect of the work done. In the event that the Client is dissatisfied with the work performed by the Temporary Worker the provisions of clause 8 below shall apply.

4. CHARGES

4.1. The Client agrees to pay the Charges. VAT is payable at the applicable rate on the entirety of the Charges.

4.2. Before commencement of trading the Employment Business shall carry out a credit check using a reputable credit check agency and the terms of payment shall be based on the result of the credit check. The Employment Business will review the credit terms periodically and reserves the right to adjust the terms deemed necessary according to the information available. The terms set will prevail over any terms stated on the purchase document issued by the Client. The terms are strictly net and no cash or other discount will be allowed.

4.3. The Employment Business reserves the right to vary the Charges agreed with the Client, by giving written notice to the Client, in order to comply with any additional liability imposed by statute or other legal requirement or entitlement.

4.4. The Charges are invoiced to the Client on a weekly basis and are payable within the agreed period specified on a form provided to the Client for this purpose.

4.5. A: The Employment Business reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

4.6. The Client's obligations under this clause 4 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.

5. INTRODUCTION FEES

5.1. The Client shall be liable to pay the Employment Business an Introduction Fee where the Employment Business Introduces the Temporary Worker to the Client and:

5.1.1. the Client Engages the Temporary Worker other than through the Employment Business within a period of 6 months from the termination of the Assignment in respect of which the Temporary Worker was supplied, or if there was no supply, within 6 months of the Introduction of the Temporary Worker by the Employment Business to the Client; or

5.1.2. where the Client introduces the Temporary Worker to a third party and such introduction results in an Engagement of the Temporary Worker by the third party other than through the Employment Business within 6 months from the date of the introduction by the Client to the third party.

5.2. The Introduction Fee will be calculated at 20% of the annual fee payable to the Temporary Worker. Where the amount of the annual fee payable to the Temporary Worker is not known, the Introduction Fee will be calculated by multiplying the Charges by 300.

5.3. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates.

5.4. VAT is payable in addition to any Introduction Fee due.

6. TERMINATION OF THE ASSIGNMENT

Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability (except in the case of termination by the Client, who shall be liable for any Charges due under clause 4 above).

7. CONFIDENTIALITY AND DATA PROTECTION

All information relating to a Temporary Worker is confidential and where that information relates to an individual is also subject to the Data Protection Laws and is provided solely for the purpose of providing Services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times. In addition information relating to the Employment Business' business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

8. INTELLECTUAL PROPERTY RIGHTS

All copyright, trademarks, patents and other intellectual property rights deriving from the provision of Services by the Temporary Worker or any third party to whom the Services are assigned or sub-contracted for the Client during the Assignment shall belong to the Client, save such rights as may be expressly owned or retained by the Temporary Worker. Accordingly the Employment Business shall use its reasonable endeavours to ensure that the Temporary Worker shall execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.

9. LIABILITY

9.1. Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Temporary Worker and to provide the same in accordance with the Assignment details as provided by the Client, no liability is accepted by the Employment Business for any Losses arising from the failure to provide a Temporary Worker for completion of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker or if the Temporary Worker terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

9.2. The client has sole responsibility for any matter arising from the services (including but not limited to) defective works, negligent acts or reckless acts.

9.3. The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment. The Client will comply in all respects with all relevant statutes, by-laws, codes of practice and legal requirements including the provision of adequate public liability insurance in respect of the Temporary Worker.

9.4. The Client shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with and/or as a result of any breach of this Agreement by the Client.

10. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

11. SEVERABILITY

If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining provisions, which shall continue to be valid to the fullest extent permitted by applicable laws.

12. RIGHTS OF THIRD PARTIES

None of the provisions of this Agreement are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the Courts of England & Wales.