

TERMS AND CONDITIONS OF BUSINESS FOR THE INTRODUCTION AND SUPPLY OF CONTRACT RESOURCE (Individuals, Umbrella Companies, & Limited Companies in scope of the Agency Workers Regulations)

1. In these terms:-

“Agency Workers’ Regulations” means the Agency Workers’ Regulations 2010 (as amended);

“Agreement” means these Terms and Conditions of Business, the Assignment Specification, any Special Conditions, any schedules and any amendments or variations thereto;

“Assignment” means the period during which the Contract Resource is supplied to render Contractor Services to the Client as set out in the Specification;

“Assignment Specification” means the specific terms of the Assignment set out in the front sheet to this Agreement including any Special Conditions where applicable, hereinafter referred to as the “Specification”;

“Client” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 to whom the Contract Resource is supplied or Introduced;

“Comparator” means a comparable employee as defined in Regulation 5(4) of the Agency Workers’ Regulations;

“Conduct Regulation Period” means either a period of 14 weeks commencing on the first day on which the Contract Resource worked for the Client (through Morgan Philips) and which includes the first day of any Assignment which commenced more than 42 days since the end of a previous Assignment with the Client) or a period of 8 weeks commencing on the day after the day on which the Contract Resource last worked for the Client (through Morgan Philips), whichever period ends later;

“Conduct Regulations” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);

“Contract Resource” means the Contractor and or its Representative, or the Temporary Worker as applicable in respect of the Assignment;

“Contractor” means the limited company Introduced and or supplied to perform Contractor Services;

“Contractor Services” means the services to be carried out by the Contract Resource pursuant to an Assignment;

“Contract Site” means the agreed location at or from which the Contractor Services will be performed as set out in the Specification or as may be agreed between the Client and the Contract Resource from time to time and notified to Morgan Philips;

“Data Controller” means (i) "data controller" in the Data Protection Act 1998 in respect of processing undertaken on or before 24 May 2018; and (b) "controller" in accordance with the General Data Protection Regulation (EU) 2016/679 in respect of processing undertaken on or after 25 May 2018;

“Data Protection Legislation” means all applicable laws and

regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation, (a) the Data Protection Act 1998; (b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy resulting from the United Kingdom leaving the European Union;

“Engagement” means the engagement, employment or use of the Contract Resource on a permanent or temporary basis, directly or indirectly through another legal entity, whether under a contract of service or for services, an agency, license, franchise or partnership arrangement or any other engagement and “Engages” and “Engaged” shall be construed accordingly;

“Extended Hire Period” means a minimum period of 12 months (from the termination or expiry of the current Assignment) during which Morgan Philips shall be entitled to charge the Contract Rate (applicable at the end of the current Assignment) based upon the hours set out in the relevant Specification for the provision of the Contract Resource or such enhanced rate as the parties may agree in writing;

“Fees” means the fees due to Morgan Philips for the Contractor Services set out in the Specification, including the Contract Rate (which shall be calculated on the basis of an hourly, daily, weekly, or such other rate agreed between the Client and Morgan Philips), Overtime, Expenses, employer’s statutory pension contributions pursuant to clause 5(d), employer’s national insurance and paid holiday leave entitlement for Contract Resource (excluding Out of Scope Contractors), other amounts due in respect of Agency Workers Regulations’ entitlements where applicable (including employers national insurance contributions due in respect of such entitlements), Morgan Philips’s fee for its recruitment services, and any other fee set out in this Agreement, but exclusive of VAT;

“Morgan Philips” means Morgan Philips UK Limited, whose registered office is at Chancery House, 53 – 64 Chancery Lane, London WC2A 1QS, an employment business as defined by section 13(3) of the Employment Agencies Act 1973;

“Morgan Philips Staff” means those personnel, whether employed or engaged by Morgan Philips (directly or indirectly) who perform the recruitment services for the Client in accordance with this Agreement;

"Intellectual Property" means all copyright, trademarks, patents, design rights, inventions, rights and licences in databases, and all other intellectual property rights (including all moral rights) of a similar nature which may subsist anywhere in the world;

"Introduction" means the interview of the Contract Resource in person or by telephone by the Client or the provision of a curriculum vitae or other information to the Client which identifies the Contract Resource and "Introduced" shall be construed accordingly;

"Personal Data" means as set out in, and will be interpreted in accordance with Data Protection Legislation;

"Personal Data Breach" means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Candidate and, where applicable, to any Temp;

"Process" means as set out in, and will be interpreted in accordance with Data Protection Legislation and "Processed" and "Processing" will be construed accordingly;

"Qualifying Period" means 12 continuous calendar weeks during the whole or part of which the Contract Resource is supplied by Morgan Philips and/or other recruitment agencies to the Client to work temporarily and under the supervision and direction of the Client in the same or a similar role as defined in Regulation 7 of the Agency Workers Regulations;

"Record of Work" means the record of time spent by the Contract Resource in the performance of the Contractor Services which may be in the form of Morgan Philips's timesheet, or an acceptance certificate or other project sign off documentation to record the Contractor Services as agreed between Morgan Philips and the Client;

"Relevant Period" means a period of 12 months after the expiry or earlier termination of the Assignment (including any extension thereof) except in respect of any Contract Resource who have not given notice pursuant to Regulation 32 of the Agency Regulations, in which event the Conduct Regulation Period shall apply;

"Relevant Terms and Conditions" means terms and conditions relating to:

- (a) pay;
- (b) the duration of working time;
- (c) night work;
- (d) rest periods and rest breaks
- (e) vouchers which have monetary value; and
- (f) annual leave;

that are ordinarily included in the contracts of employees or workers (as appropriate) of the Client whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;

"Remuneration" means the aggregate gross annual taxable emoluments payable to or receivable by the Representative or the Temporary Worker employed pursuant to the Engagement, including salary, bonuses, profit share, commission, pension contributions, allowances (including car, accommodation and or relocation), provision of company car, profit related pay and any signing-on payment or equivalent (contractual or otherwise and whether guaranteed or not) during the first year of the Engagement or attributable to such period and paid subsequently or the annualised gross fee of the Contract Resource (where the

Contract Resource is Engaged on a self-employed basis or in any other capacity). Any taxable emoluments which are not guaranteed will be determined upon projected values. In the event the Client does not provide values for certain taxable emoluments Morgan Philips will deem the following gross values;

- (i) Pension Contributions - £2,000 per annum
- (ii) Car allowance or provision of Company car - £4,000 per annum

(iii) Relocation, housing and or accommodation allowance £2,000 per annum value of the benefit or £2,000 per annum. Any taxable emoluments which are not expressed as gross will be grossed up to reflect their gross value in accordance with an agreed percentage or in the absence of agreement a rate of 66%;

"Representative" means the personnel named in the Specification (and which includes any agreed Substitute) to be utilised by the Contractor to perform the Contractor Services;

"Special Conditions" means any special terms and conditions in addition to these Terms and Conditions of Business and the Specification;

"Substitute" means the substitute for the Temporary Worker or the Representative appointed in accordance with clause 3(d);

"Temporary Worker" means the self-employed individual Introduced and or supplied to perform the Contractor Services;

"Third Party" means the third party to whom the Contract Resource has been introduced by the Client (which may include the Client's subsidiary, associated or parent companies); and

"Working Time Regulations" means the Working Time Regulations 1998 (as amended).

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

References to clauses or schedules are references to clauses or schedules of this Agreement unless the contract otherwise admits.

The Contract

2. (a) This Agreement constitutes the entire agreement between Morgan Philips and the Client for the provision of the Contractor Services and shall be deemed to have been agreed by the Client upon the Client either signing and returning this Agreement, by virtue of the Client's request for an Introduction of Contract Resource, or the Client's subsequent Engagement of Contract Resource Introduced or previously supplied by Morgan Philips, whichever occurs the earlier.

(b) This Agreement supersedes any previous agreement (including any oral agreement, representation and or understanding) between Morgan Philips and the Client relating to the Contractor Services (which shall be deemed to have been terminated by mutual consent). The Agreement also takes precedence over any purchase order or any other terms or contracts which have been issued or are subsequently issued by the Client unless otherwise agreed by Morgan Philips.

(c) Subject to clause 5(a), no variation or alteration of this Agreement shall be valid unless approved by an authorised representative of both parties in writing and such document shall confirm the date upon which the varied terms are to take effect.

Contract Resource

3. (a) Morgan Philips procures that the Contract Resource will:

- (i) perform the Contractor Services with due care, diligence and

professional skill

(ii) comply with all applicable laws, rules and regulations specified by the Client (including, without limitation, rules and regulations in respect of any statutory obligations, data protection legislation, health and safety, internet and email use, and security).

(b) The Client confirms that Morgan Philips may provide a Substitute in respect of the performance of the Contractor Services, with the prior written consent of the Client, such consent not to be unreasonably withheld. Morgan Philips shall ensure that the Substitute fully understands the requirements of and the progress made in the Assignment.

(c) The Contract Resource shall not be prevented from being engaged, concerned or having any financial interest in any other business, trade, profession or occupation or from providing services to any other party whilst performing the Contractor Services provided that such activity does not cause a breach of, create a conflict of interest with, or prevent the Contract Resource's compliance with these Terms and Conditions.

(d) The Contractor Services shall be performed at or from the Contract Site as specified in the Assignment Specification, or at such other site as reasonably required by, or mutually agreed in writing with, the Client. In the event the Client and the Contract Resource agree the Contractor Services are to be provided away from the Contract Site, the Client shall ensure it is satisfied that the Contract Resource has adequate provision of office and communication facilities in order for the Contractor Services to be completed. The Contractor shall be entitled to perform the Services from the Contractor's office or place of business, provided this has been agreed in advance with the Client.

(e) The Contractor shall have flexibility as to the allocation of hours worked in any week, provided this is with the agreement of the Client.

(f) The Contractor shall be expected to exercise a degree of control as to the method of the performance of the Services however, Morgan Philips recognises that the Client shall reasonably expect certain work standards and methods and undertakes to procure that these are complied with by the Contractor.

(g) At the reasonable request of the Client, Morgan Philips shall procure that the Contractor provides such tools and equipment as are necessary for the performance of the Contractor Services, whether away from the Contract Site or otherwise.

(h) The Client is not obliged to offer any further Assignments to the Contract Resource through Morgan Philips and Morgan Philips is not obliged to offer or accept any further Assignments on behalf of the Contract Resource in addition to those set out in the Specification.

Invoicing and Payments

4. (a) All invoices will be supported by a Record of Work confirming the Contractor Services performed during the weeks to which the invoice relates. On a weekly basis, the Client shall promptly verify and approve (whether by manual signature to or electronic approval through Morgan Philips's online approval system) all Records of Work that relate to the Contractor Services provided. The approval of the Client of any Records of Work (whether completed manually or electronically) shall constitute acceptance by the Client that the Contractor Services have been performed to the satisfaction of the Client (both in terms of the amount of time dedicated to and the quality of the Contractor

Services).

(b) Approval of the Record of Work (whether completed manually or electronically) by the Client is confirmation of the number of hours worked by the Contract Resource. If the Client is unable to approve a Record of Work produced for authentication by the Contract Resource because the Client disputes the hours claimed, the Client shall inform Morgan Philips as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with Morgan Philips to enable Morgan Philips to establish what hours, if any, were worked by the Contract Resource. Failure to approve the Record of Work (whether manually or electronically) does not alter the Client's obligation to pay the charges in relation to the hours worked. The Client shall not be entitled to decline to approve a Record of Work on the basis that it is dissatisfied with the work performed by the Contract Resource. In cases of unsuitable work the Client should apply the provisions of clause 9 below.

(c) The Client shall retain the original approved copy of the Record of Work (whether this be a physical signed record or electronic confirmation of the approval). To aid the Client Morgan Philips may provide a facsimile copy of the Record of Work printed on the reverse of the invoice or attached to the invoice. If a Record of Work is not provided by Morgan Philips with the invoice, this does not constitute a reason for the non-payment of the invoice.

5. (a) The Client agrees to pay the Fees to Morgan Philips (or to discharge its responsibility through a third party) as advised to the Client in the Specification and which may be varied by Morgan Philips (on written notice to the Client which shall include the detail of the variation and the date it takes effect) in order to comply with any additional obligations imposed by statute or by virtue of other legal obligations (including but not limited to the Agency Workers Regulations) or to effect any variation in the Relevant Terms and Conditions.

(b) To the extent that the Agency Workers Regulations applies to the provision of Contract Resource pursuant to an Assignment, Morgan Philips will seek to determine the Relevant Terms and Conditions with the Client prior to the commencement of the Assignment (wherever practically possible) but in any event no later than the end of the Qualifying Period. In the event that any variation to the Fee is required in order to comply with the Agency Workers Regulations, Morgan Philips shall issue a notice of variation to the Specification confirming the revised Fees which shall take effect from the day after the end of the Qualifying Period. (c) The Client will inform Morgan Philips in advance of any bonus that may be due and payable to the Contract Resource pursuant to the Agency Workers Regulations, and Morgan Philips will be entitled to invoice and the Client will be obliged to pay such bonus (in such amount as is determined by the terms of any bonus scheme applicable to the Contract Resource) together with the relevant employer's national insurance contribution and Morgan Philips's commission, charged in accordance with the rate charged on the Fees.

(d) The Client agrees that the Fees payable to Morgan Philips shall also include an element of employer's statutory pension contribution unless Morgan Philips notifies the Client that the Temporary Worker has elected to opt out of joining a pension scheme.

(e) Where due, VAT shall be payable on all Fees including sums

due under 5(c) above.

(f) Expenses incurred in the provision of the Contractor Services shall be included in the Contract Rate, unless otherwise agreed in the Specification. Morgan Philips shall invoice the Client for Expenses incurred in accordance with the Specification which have been authorised by the Client and which are supported by valid receipts or other documentation evidencing the expenditure. All expenses are subject to any taxes and duties imposed by the government from time to time.

(g) The Fees will be invoiced to the Client on a weekly or monthly basis as set out in the Specification and are payable within 7 days of the date of invoice.

(h) Failure to pay the Fees within this period entitles Morgan Philips to charge: (i) interest and associated charges as prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 (ii) a late payment fee equivalent to 1.5% of the value of the Fees not settled by the due date; and (iii) any expenses reasonably incurred by Morgan Philips in the collection of the unpaid Fees. Such late payment charges will be due immediately following Morgan Philips notifying the Client. Any interest and associated charges under sub-clause (i) above shall continue to accrue at a daily rate from the due date for payment until payment of the invoice is received in full.

(i) Morgan Philips may assign to a third party the right to render invoices and collect and receive payments.

(j) There are no refunds or rebates payable in respect of the charges of Morgan Philips.

(k) Morgan Philips assumes responsibility for the deduction and payment of National Insurance Contributions and PAYE income tax applicable to the Temporary Worker pursuant to the Income Tax (Earnings and Pensions) Act 2003.

Transfer Fees

6.(a) The Client acknowledges that Morgan Philips has undertaken considerable resource in sourcing and procuring the Contract Resource for the Client in the performance of its recruitment services. The Client therefore agrees that if the Contract Resource is Engaged either within twelve (12) months of the Contract Resource having been Introduced to the Client (but not supplied to the Client), during the currency of the Assignment, or during the Relevant Period after the expiry or termination of the Assignment (including any extension of the Assignment) by:

(i) the Client;

(ii) any of the Client's subsidiary or associate companies (as defined in the Companies Act 2006) for whom the Contract Resource performed the Contractor Services;

(iii) any customer of the Client for whom the Contract Resource performed the Contractor Services; or

(iv) any Third Party;

the Client shall notify Morgan Philips (within 3 days of the date of any offer or acceptance of any Engagement) and pay a transfer fee to Morgan Philips of 30% of the Remuneration payable to the Contract Resource or in the event that the Remuneration is not known, a sum equivalent to 585 times the hourly charge (or 70 times the normal daily rate) in force in respect of the Contract Resource as at the date of termination or expiry of the Assignment. No refund of any fees will be due in the event the Engagement subsequently terminates.

(b) To the extent that the Conduct Regulations apply to the Assignment, the Client may elect on giving 14 days prior written to

Morgan Philips to take the Extended Hire Period as an alternative to paying the fee set out in sub-clause 6(a) above. In the event that the Client fails to elect to take the Extended Hire Period before the Engagement of the Contract Resource in accordance with sub-clause 6(a) above, the Client agrees that the transfer fee shall become due upon the date of commencement of the Engagement of the Contract Resource.

(c) If the Client knowingly fails to notify Morgan Philips of any Engagement of the Contract Resource in accordance with sub-clause 6(a) above the Client will be liable to pay an additional fee of 5% of the Remuneration payable to the Contract Resource, representing a fair and reasonable pre-estimate of Morgan Philips's additional expenses incurred as a result of the Client's breach of the Agreement.

Liability

7.(a) Whilst every effort is made by Morgan Philips to ensure reasonable standards of skills, integrity and reliability from the Contract Resource and to meet the booking details provided by the Client, no liability is accepted by Morgan Philips for any costs, claims, losses, damages or expenses arising from (i) the failure to introduce a Contract Resource for all or part of the Assignment or (ii) from the negligence, dishonesty, fraud, misconduct, lack of skill or other act or omission of the Contract Resource or (iii) the termination of the Assignment by the Contract Resource for any reason.

(b) Nothing in this Agreement shall limit or exclude either party's liability in respect of fraud, death or personal injury arising out of any breach of this Agreement, in tort or however so arising.

(c) Subject to Clause 7 (b) above, neither party shall be liable to the other for any of the following types of loss or damage arising under or in relation to this Agreement:

(i) any liability to a third party, loss of present or future profits, business, contracts, corruption of data or information, anticipated savings, goodwill, revenue or wasted expenditure; or

(ii) any indirect or consequential loss or damage whatsoever, even if that party was advised in advance of the possibility of such loss or damage.

(d) Subject to Clause 7 (c) above Morgan Philips's total liability to the Client arising under or in connection with this Agreement, and whether arising in contract, tort, negligence, breach of statutory duty or otherwise for any losses, costs, claims, expenses or damages under this Agreement and/or in relation to the provision of the Services and or Contractor Services during an Assignment shall be limited to 100% of the Fees paid or payable by the Client to Morgan Philips in relation to the Assignment to which the claim relates.

(e) Temporary Workers Introduced by Morgan Philips to the Client are under the supervision, direction and control of the Client for the duration of the Assignment. The Client is responsible for all acts, errors and omissions of the Contract Resource whether wilful, negligent or otherwise and the Client will comply in all respects with all statutes, including, for the avoidance of doubt, the Working Time Regulations, by-laws and legal requirements to which the Client is ordinarily subject in respect of its own employees and staff, including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Contract Resource during Assignments, but excluding the matters referred to in clause 5(j). The Client shall indemnify Morgan Philips for all losses, costs, expenses, claims, or damages

incurred by Morgan Philips arising from the Client's breach of the Agreement and or any act, error or omission of the Client arising out of or in connection with any Assignment.

Client Obligations

8. (a) To enable Morgan Philips to comply with its obligations under the Conduct Regulations, Working Time Regulations, and Agency Workers Regulations the Client undertakes to and warrants it will provide the following information to Morgan Philips prior to any Assignment:

the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Contract Resource to possess in order to work in the position;

any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;

details of any requirement for the Contract Resource to work with, care for, or attend any person who by reason of age, infirmity, illness, disability or other circumstance is in need of care and attention (and includes persons under 18 years of age) or whether the role or activities within a role would be covered by Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable;

all assignment details relating to the nature of the Assignment, the Contract Site, the dates and likely duration of the Assignment;

notice of any requirement that the Contract Resource perform the Contractor Services for more than 48 hours in any week of the Assignment;

whether the Contract Resource has previously worked for the Client either directly or indirectly through a third party, and to provide Morgan Philips with full details of any such assignment;

the Relevant Terms and Conditions the Contract Resource would be entitled to for undertaking the Contractor Services if directly recruited by the Client as an employee or worker at the time the Qualifying Period commenced or those Relevant Terms and Conditions of a Comparator who is employed at the time of the Qualifying Period;

a written explanation as to the basis upon which the Client considers the Comparator to whom the Relevant Terms and Conditions relate is a comparable employee that should apply;

all assignment information requested by Morgan Philips to enable Morgan Philips to comply with the Agency Workers Regulations;

(b) To enable Morgan Philips's continued compliance with the Conduct Regulations, Working Time Regulations, and Agency Worker's Regulations the Client undertakes to and warrants it will provide the following information to Morgan Philips during the Assignment:

(i) Details of any variations in the Relevant Terms and Conditions after the commencement of the Assignment;

(ii) Details of any change in Comparator in the event the original Comparator leaves the employment of the Client during the Assignment and in particular updated information relating to sub-clauses 8(a) (vii) and (viii) above;

(iii) Any other subsequent changes in any information or documentation already provided in accordance with sub-clause 8(a) above;

(iv) Notice of any proposed material change in the nature of the role of the Contract Resource in the performance of the Contractor Services and for the avoidance of doubt the Client shall not make any changes to the Assignment without the prior

written consent of Morgan Philips;

(v) Details of any oral or written complaint made by the Contract Resource and received by the Client and any written request for information relating to the Relevant Terms and Conditions that the Client receives from the Contract Resource;

(c) For the purposes of sub-clauses 8(a) and 8(b) above, the Client warrants that:

(i) all information and documentation supplied to Morgan Philips is complete, accurate and up-to-date; and

(ii) it will not do anything to cause Morgan Philips to be in breach of any breach of any statute, legislation or other legal requirement affecting the provision of its recruitment services or the Contractor Services.

(d) The Client will immediately inform Morgan Philips in writing of any complaint or claim made by or on behalf of the Contract Resource against the Client and/or Morgan Philips for any breach of the Agency Workers' Regulations. The Client undertakes to give such information and assistance as Morgan Philips may request, and within any timeframe requested by Morgan Philips and at the Client's own cost, to avoid, dispute, resist, mitigate, compromise or defend any such claim.

(e) Without prejudice to Morgan Philips's rights under Clause 6, the Client will comply with its obligations under Regulation 12 (Rights of agency workers to access collective facilities and amenities) and 13 (Rights of agency workers to access internal vacancies) of the Agency Workers Regulations.

(f) The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Contract Resource for the Contract Resource to fill the Assignment.

(g) For the avoidance of doubt, the obligations set out in this clause 8 shall not apply with respect to the Conduct Regulations, to the extent that the Contractor and the Representative have elected to opt out of the Conduct Regulations for the purposes of the Assignment and have provided notice to Morgan Philips pursuant to Regulation 32 of the Conduct Regulations.

Termination

9.(a) Without prejudice to the Client's rights of termination under sub-clause 9(b), if the services of the Contract Resource prove to be unsatisfactory the Client shall be entitled to terminate the Assignment without notice during the first five working days of the Assignment.

(b) Unless otherwise varied by the special terms and conditions in the Assignment Schedule, either party may terminate an Assignment by giving the other party a minimum of 30 days notice in writing. Should the Client terminate an Assignment under this sub-clause but fail to give such notice then, without prejudice to any other right or remedy of Morgan Philips, the Client shall be responsible for the payment of Fees that would have been payable by it (calculated by reference to the periods specified in the Assignment Schedule) as if the full minimum notice had been given. The parties agree this payment is an enforceable liquidated damages clause and is not a penalty clause.

(c) Either party shall be entitled to terminate an Assignment forthwith by notice in writing to the other party, if the other party shall commit or allow to be committed:

(i) any material or irremediable breach of any of this Agreement; or

(ii) any other breach of this Agreement (not being material), where the party in breach shall fail to remedy any such breach (where

capable of remedy) within 14 days after notice has been given by the innocent party to the party in breach requiring remedy of the same.

(d) Save for the bona fide purpose of solvent reconstruction or amalgamation, if any action, application or proceeding is taken in respect of either party for (i) a voluntary arrangement or composition or reconstruction of its debts; (ii) the presentation of an administration petition; (iii) its winding-up or dissolution; (iv) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer or (v) any similar action, application or proceeding in any jurisdiction to which it is subject or if it is unable to pay its debts, the other party may without prejudice to any of its other rights, terminate an Assignment forthwith by notice in writing.

(e) In the event of termination of any Assignment by Morgan Philips under Clauses 9 (c) or 9 (d) above, any Fees falling due and payable to Morgan Philips at the date of termination shall be paid forthwith.

(f) Termination of an Assignment under any of the provisions hereof shall be without prejudice to the rights and obligations of the parties arising hereto prior to, or as a result of, such termination.

(g) In addition to any other termination rights set out in this clause 9, Morgan Philips may terminate the Assignment with immediate effect upon giving notice to the Client in the event that the Client issues or threatens to issue proceedings against Morgan Philips or if the Client fails to make payment of any sum due to Morgan Philips having received a prior written demand.

Confidentiality

10. (a) All information supplied by Morgan Philips to the Client about a Contract Resource is confidential and the Client agrees that it will not divulge such information to any third party.

(b) Morgan Philips shall ensure that the Contract Resource shall enter into an agreement to confirm that all information obtained about the Client during an Assignment shall remain confidential and that all systems developed during the course of an Assignment for the Client shall belong to the Client.

(c) All information supplied by the Client to Morgan Philips pursuant to compliance with the Agency Workers Regulations will be kept confidential and only used for the purposes of compliance with the Agency Workers Regulations (including but not limited to dealing with any request for information, complaint, or claim made by any Contract Resource arising from the same).

(d) The Client may not enter into direct negotiations or discussions with the Contract Resource with regard to charges, income, contract duration or termination, or any other matter relating to the Assignment save as is expressly allowed for within this Agreement.

(e) The parties agree to ensure that they will at all times comply with the provisions and obligations imposed by the Data Protection Legislation, and any other legislation in force from time to time in relation to the protection of personal data. The Client agrees to indemnify Morgan Philips in respect of any unauthorised disclosure of personal data received from Morgan Philips.

Intellectual Property Rights

11(a) On payment of all monies owed to Morgan Philips in relation to each Assignment, the ownership of all copyright and other intellectual property rights created during an Assignment shall

vest in the Client, and Morgan Philips assigns such rights to the Client by way of future assignment.

(b) Nothing contained in this Agreement shall operate or constitute an obligation to vest in the Client any know-how, ideas, programming tools, skills and techniques belonging to Morgan Philips, the Contract Resource or any third party in existence prior to the date of this Agreement.

(c) Morgan Philips and the Contract Resource shall be entitled to continue to use and exploit methodologies, techniques, procedures and know-how employed in or associated with Assignments.

Compliance with Relevant Requirements

12 The Client shall:

(a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and sub-clause (b) above, and will enforce them where appropriate;

(d) promptly report to Morgan Philips any request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of this Agreement;

(e) The Client shall provide such supporting evidence of compliance with this clause 12 as Morgan Philips may reasonably request.

The Client shall further ensure that any person associated with the Client who is receiving services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Client in this clause 12 (Relevant Terms). The Client shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Morgan Philips for any breach by such persons of any of the Relevant Terms..

Data Protection

12.1.1 For the purposes of this clause 12.1 "Data Subject" means as set out in, and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes Candidate and Temp.

12.1.2 The parties hereto acknowledge that Morgan Philips is a Data Controller in respect of the Personal Data of Candidate/Temp and provides such Personal Data to Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.

12.1.3 The parties hereto acknowledge that Client is a Data Controller but the parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.

12.1.4 The parties hereto agree that Temp is not Client's Data Processor (as defined within Data Protection Legislation) save where agreed otherwise within a Temp Schedule and subject to additional terms and conditions.

12.1.5 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by Client, Morgan Philips or by Candidate or Temp, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.

12.1.6 The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.

12.1.7 Client will –

a) comply with the instruction of Morgan Philips as regards the transfer/sharing of data between the parties hereto. If Client requires Personal Data not already in its control to be provided by Morgan Philips, Client will set out their legal basis for the request of such data and accept that Morgan Philips may refuse to share/transfer such Personal Data where, in the reasonable opinion of Morgan Philips, it does not comply with its obligations in accordance with Data Protection Legislation; and

b) not cause Morgan Philips to breach any of their obligations under the Data Protection Legislation.

12.1.8 In the event Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify Morgan Philips and will provide Morgan Philips with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information Morgan Philips reasonably requests relating to the Personal Data Breach.

12.1.9 In the event of a Personal Data Breach, Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as Morgan Philips may request to -

a) investigate and defend any claim or regulatory investigation;

b) mitigate, remedy and/or rectify such breach; and

c) prevent future breaches.

and will provide Morgan Philips with details in writing of all such steps taken.

12.1.10 Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of Morgan Philips.

12.1.11 Client agrees it will only Process Personal Data of Candidate or of Temp for the agreed purpose of provision of Services pursuant to these Terms law.

12.1.12 Client will provide evidence of compliance with this clause 12.1 upon request from Morgan Philips.

General

13. Morgan Philips warrants that it has professional indemnity, public liability and employer's liability insurance policies, the certificates for which will be supplied upon application.

14. Morgan Philips reserves the right to vary the Fees 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, including but not limited to the Agency Workers Regulations, the Working Time Regulations, the Pensions Act 2008 and any changes to VAT or equivalent local indirect tax.

15. Morgan Philips reserves the sole right to review and increase the Fees on an annual basis, on the 5th of April of each calendar year, by an amount representing the rate of increase in the official

UK Average Earnings Index or Retail Price Index during the previous twelve (12) month period.

16. All notices under this Agreement shall be in writing and shall be delivered personally or shall be sent by prepaid first class post, by fax or by electronic mail to the registered office of the party upon whom the notice is to be served. In the absence of evidence of earlier receipt, a notice is deemed given if personally when delivered, if by first class post within 2 days, if by fax when dispatched, provided the transmission report is retained and in the case of electronic mail on the date electronic confirmation of receipt is received

17. (a) The Client agrees that (i) each of the sub-clauses contained in Clause 6 constitute an entirely separate, severable and independent covenant and restriction, (ii) the duration, extent and application of each of the restrictions contained in Clause 6 are fair, reasonable and necessary for the protection of the goodwill and business interests of Morgan Philips and (iii) that the placement fee set out in Clause 6(a) represents a genuine pre-estimate of the placement fee which would be typically payable for the permanent placement or introduction of the Contract Resource at the level of experience and expertise required and is therefore a fair and reasonable fee.

(b) If any provision of this Agreement is held to be unenforceable, unlawful or void by a court of law, but would be enforceable or lawful if removed or modified, such provision may be modified or removed from the remaining Terms and Conditions to give meaning to the intention of the parties.

18. The Client undertakes that during this Agreement and for 6 months thereafter it shall not, directly or indirectly, solicit or entice away Morgan Philips Staff for employment, engagement or other use by the Client. If the Client breaches this clause, it shall be liable to pay to Morgan Philips a fee equivalent to the fee set out in Clause 6(a) and any direct loss of revenue incurred by Morgan Philips arising from the period during which Morgan Philips does not have a replacement for the Morgan Philips Staff. In the event that Morgan Philips Staff introduce themselves in response to a vacancy of the Client, that the Client instructs Morgan Philips to fill, Morgan Philips Staff shall be deemed to be Contract Resource Introduced for the purposes of this Agreement.

19. In the event of any conflict between the Terms and Conditions herein and the Specification, the Specification shall take precedence over the Terms and the Conditions to the extent of such conflict.

20. Termination or expiry of this Agreement shall not affect any rights, duties or liabilities of either party that accrued prior to termination or those terms which by their nature are intended to continue in effect.

21. Both parties hereby expressly exclude any operation of the Contracts (Rights of Third Parties) Act 1999 ("1999 Act") and agree that no terms of this Agreement shall be enforceable by a third party by virtue of the 1999 Act, and this Agreement or any Assignment can be rescinded or varied by agreement between the parties without the consent of any such third party. For the purposes of this clause a third party means any person who is not party to this contract.

22. The Client shall pay all sums due to Morgan Philips without any discount, deduction, legal or equitable set off or counterclaim, unless otherwise agreed in writing by Morgan Philips.

23. The parties agree that damages may be an inadequate remedy for a breach of clauses 6 and 10 above and that Morgan

Philips may injunct the Client from breaching that clause where in Morgan Philips's opinion a breach is threatened or has occurred.

24. The Agreement shall not constitute nor imply any partnership, joint venture, employment, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in the Agreement. Neither party shall have, nor represent that it has, any authority to make any contractual commitments on the other party's behalf.

25. These terms are governed by English law and shall be subject to the exclusive jurisdiction of the English Courts.

**Duly authorised for and on behalf of
Morgan Philips UK Limited**

Name: _____

Position: _____

Date: _____

**Duly authorised for and on behalf of
The Client**

Company: _____

Name: _____

Position: _____

Date: _____