

CLIENT CONTRACT FOR THE SUPPLY OF TEMPORARY WORKERS (PAYE)

BETWEEN:

Solution Search Limited (registered in England and Wales under number 15335750 whose registered office is at 1 Ducketts Wharf, South Street, Bishops Stortford, Hertfordshire, CM23 3AR ("Solution Search")

AND

(registered in England and Wales under number) whose registered office is at ("the Client") Together "the Parties"

1 INTERPRETATION

In these Terms & Conditions of Business ("the Terms") the following expressions will be given the following meanings: "AWR" Agency Workers Regulations 2010

"Assignment" the assignment detailed in the Assignment Schedule for which the Temporary Worker is supplied by Solution Search to the Client to provide the Services; "Assignment Schedule" the Schedule attached to the Terms which details the Services to be provided by the Temporary Worker to the Client;

"Data Protection Legislation" the EU's GDPR (2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the Processing of Personal Data and privacy as amended, re-enacted, replaced or superseded from time to time, including where applicable the guidance and codes of practice issued by the UK's Information Commissioner; "Engagement" the employment, hire or other use, directly or indirectly, whether under a contract of service or contract for services or otherwise, on a permanent, temporary or other basis, of a Temporary Worker by or on behalf of the Client in any site, office or location of the Client whether for the position for which the Temporary Worker is introduced or any other position (and "Engage", "Engages" and "Engaged" will be construed accordingly);

"Fees" Solution Search's fees for the supply of the Temporary Worker to provide the Services to the Client as set out in the Assignment Schedule; "Introduction" any means by which a Temporary Worker's availability for any Engagement (actual or potential, present or future) is communicated to the Client by Solution Search including by post, e-mail or phone (and "Introduces" and "Introduced" will be construed accordingly); "Regulations" the Conduct of Employment Agencies and Employment Business Regulations 2003 as amended (and any reference in the Terms to a 'Regulation' will be interpreted accordingly);

"Relevant Period" the longer of either 14 weeks from the first day on which the Temporary Worker provided the Services to the Client, or 8 weeks from the day after the Temporary Worker was last supplied by Solution Search to the Client. The 'first day' will be the first occasion on which a Temporary Worker is supplied to provide the Services for the Client, or the first day of an Assignment where there has been more than 42 days since the end of any previous Assignment; "Remuneration" the gross base salary or fees for the first year's Engagement including bonuses, commission, overseas premiums, living/accommodation allowances, etc. The provision of a car is valued at £5,000 additional remuneration; "Services" the Services specified in the Assignment Schedule to be provided by the Temporary Worker to the Client; "Temporary Worker" the worker supplied by Solution Search to the Client to carry out the Services for the Client;

"WTR" the Working Time Regulations 1998

2 THE CONTRACT

2.1 In the Terms words importing the singular will include the plural and vice versa; words importing the masculine gender will include the feminine gender and vice versa; and, any reference to a Person includes a person, firm or company.

2.2 All and any business undertaken by Solution Search is transacted subject to the Terms and the Assignment

Schedule, all of which will be incorporated in any contract

between Solution Search and the Client. In the event of any conflict between the Terms and any other terms and conditions, the Terms will prevail unless expressly otherwise agreed in writing by a Director of Solution Search. No variation in these Terms will be valid if made without the written consent of a Director of Solution Search. If the Terms are not signed they are deemed to have been accepted by the Client by virtue of its request for, interview with, or Engagement of, a Temporary Worker.

2.3 The complete or partial invalidity or unenforceability of any provision in the Terms for any purpose will in no way affect the validity or enforceability of such a provision for any other purpose or the remaining provisions. Any such provisions will be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

2.4 For the purposes of the Regulations, when introducing the Temporary Worker to the Client, Solution Search is acting as an employment business.

2.5 The Client agrees that each Temporary Worker will be treated as if he is the employee of the Client throughout the duration of the Assignment and undertakes to exercise all appropriate supervision, direction and control over the manner, time and place in which each Temporary Worker carries out his work for the Client.

2.6 The commencement of an Assignment is subject to the Temporary Worker entering into a corresponding contract with Solution Search for the provision of the Services to the Client. At any time prior to the commencement of an Assignment, Solution Search may without any liability to the Client withdraw from the supply of a Temporary Worker. Solution Search will have no liability to the Client should the contract between Solution Search and the Temporary Worker not be concluded.

3 OBLIGATIONS OF SOLUTION SEARCH LTD

3.1 Prior to the commencement of the Assignment, or if this is not practical upon commencement of the Assignment, Solution Search will send the Client the Assignment Schedule specifying the duration of the Assignment, the identity of the Temporary Worker, the Fees payable together with such expenses as may have been agreed, the notice period to terminate the Assignment, the intervals at which invoices will be rendered to the Client by Solution Search, and any other information relevant to the Assignment.

3.2 Solution Search will be responsible for, or will procure the outsourcing of:

3.2.1 Paying the Temporary Worker the wages and reimbursement of expenses to which the Temporary Worker is entitled by reason of carrying out work for the Client; And, where appropriate:

3.2.2 Making deductions and accounting to HM Revenue and Customs for income tax in respect of the remuneration of each Temporary Worker;

3.2.3 Making deductions and accounting for all necessary national insurance contributions relevant to the remuneration of each Temporary Worker;

3.2.4 Making payments and deductions relevant to each Temporary Worker's pension arrangements as are required by law.

3.3 Solution Search will use reasonable endeavours to introduce a suitable Temporary Worker to the Client to carry out work of such nature as the Client will notify to Solution Search when requesting a Temporary Worker. Solution Search does not warrant, represent or undertake to find a suitable Temporary Worker for each vacancy notified to it by the Client.

3.4 When introducing a Temporary Worker to the Client, Solution Search will, to the extent required by the Regulations, inform the Client of the identity of that Temporary Worker; that such Temporary Worker has the necessary or required experience, training, qualifications and

any authorisations required by law or a professional body to work on the Assignment; whether the Temporary Worker is employed by Solution Search under a contract of service or a contract for services; and that such Temporary Worker is willing to work on the Assignment.

3.5 Where such information is not given in writing before the commencement of the Assignment it will be confirmed by such means by the end of the third business day following, save where the Temporary Worker is being Introduced for an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has been given to the Client, unless the Client requests that the information be resubmitted.

3.6 Where the Temporary Worker is required by law, or any professional body, to have any qualifications or authorisations to work on the Assignment, or the Assignment involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, Solution Search will, to the extent required by the Regulations, take all reasonably practical steps to obtain and offer to provide to the Client:

3.6.1 Copies of any relevant qualifications or authorisations of the Temporary Worker; and

3.6.2 Two references from persons not related to the Temporary Worker who have agreed that the references they provide may be disclosed to the Client. Solution Search will take all reasonably practical steps to confirm that the Temporary Worker is suitable for the Assignment. If Solution Search is unable to do any of the above, it will inform the Client of the steps it has taken to obtain this information in any event.

3.7 Solution Search will notify the Client without delay if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and will terminate the Assignment.

3.8 Solution Search will not and will use its best endeavours to ensure that the Temporary Worker will not, engage in any conduct detrimental to the interests of the Client, including any conduct tending to bring the Parties into disrepute or which results in the loss of custom or business.

4 OBLIGATIONS OF THE CLIENT

4.1 The Client will specify its exact requirements by providing Solution Search with full details of the Assignment for which the Temporary Worker is required including any special skills, any special health and safety matters about which Solution Search is obliged to inform the Temporary Worker; and any requirements imposed by law or by any professional body which must be satisfied if the Temporary Worker is to fill the Assignment.

4.2 The Client will not allow any Temporary Worker to undertake any work other than that which has been notified by the Client.

4.3 Before the start of the Assignment, or, where that is not reasonably practicable, within 7 days of the start of each Assignment, the Client will confirm to Solution Search, in writing, the relevant terms and conditions relating to pay, the duration of working time, night work, rest periods, rest breaks and annual leave (as defined in Regulation 6 of the AWR) of any employees (or workers) working for and under the supervision and direction of the Client and engaged in the same or broadly similar work as that for which the Temporary Worker is required in respect of that Assignment having regard, if relevant, to whether they have a similar level of qualification and skill.

4.4 At Solution Search's request at any time the Client will provide Solution Search with the information specified in Regulation 14(3) (a) of the AWR, within 7 days of receiving that request.

4.5 The Client will verify at the time that the Temporary Worker begins to provide the Services that the Temporary Worker is suitable for the Assignment, and that he has the capability to carry out the duties required with due care and skill.

4.5 The Client will be responsible for obtaining any work and other permits, and for ensuring that the Temporary Worker satisfies any medical requirements or other qualifications that may be appropriate or required by law.

4.6 The Client will comply with its obligations under the AWR and in particular:

4.6.1 Insofar as it lies within the Client's power to do so, ensure that the Temporary Worker receives any rights in relation to basic working and employment conditions to which he is entitled under Regulation 5 of the AWR;

4.6.2 Ensure that, unless less favourable treatment is justified on objective grounds, the Temporary Worker is treated no less favourably than a comparable worker in relation to the collective facilities and amenities provided by the in accordance with Regulation 12 of the AWR Client (as these terms are defined in the AWR);

4.6.3 Ensure that during the Assignment the Temporary Worker is informed of any relevant vacant posts with the Client to give the Temporary Worker the same opportunity as a comparable worker to find permanent employment with the Client in accordance with Regulation 13 of the AWR.

4.7 The Client will do nothing to cause Solution Search to be in breach of its obligations under the AWR.

4.8 The Client undertakes to comply with all obligations, duties and regulations (whether statutory or otherwise) in any way arising from the Services to be provided by the Temporary Worker.

4.9 The Client will assist Solution Search in complying with its duties under the WTR by supplying any relevant information about the Assignment requested by Solution Search; and

4.10 The Client will do nothing to cause Solution Search to be in breach of its obligations under the WTR, and where the services of a Temporary Worker are required or may be required for more than 48 hours in any week, notify Solution Search of this requirement before the commencement of that week.

4.11 The Client agrees that each Temporary Worker will be treated as if he is the employee of the Client throughout the duration of the Assignment and undertakes to exercise all appropriate supervision, direction and control over the manner, time and place in which each Temporary Worker carries out his or her work for the Client.

4.12 The Client warrants to Solution Search that its computers, operating systems and any software which the Temporary Worker may be asked to use or modify as part of the Assignment, are either the property of the Client or are lawfully licensed to the Client, such that the Client has the right to authorise third parties such as the Temporary Worker to use or modify all such computer systems and software. The Client will indemnify and hold harmless Solution Search for any liability incurred as a result of the Client's breach of this clause.

4.13 The Client acknowledges and agrees that:

4.13.1 Temporary Workers supplied by Solution Search are engaged under contracts for services and are not the employees of Solution Search;

4.13.2 Temporary Workers supplied by Solution Search are deemed to be under the supervision, direction and control of the Client from the time when they report to the Client to take up their duties until their Assignment ends;

4.13.3 The Client is responsible for all acts, errors and omissions, whether wilful, negligent or otherwise, as if the Temporary Worker was the Client's employee;

4.14 The Client will in all respects comply with all statutes, byelaws and other legal requirements and codes of practice to which the Client is ordinarily subject in respect of its own staff, including the WTR and the Health and Safety at Work Act 1974;

4.15 The Client will provide adequate employer's and public liability insurance cover for the Temporary Worker during all Assignments;

4.16 If the Client reasonably considers the Temporary Worker to be unsatisfactory, it will make a complaint to Solution Search by telephone and confirm it in writing within one day of the finding but will not have the right to withhold from Solution Search payment of any Fee due.

4.17 The Client confirms that:

4.17.1 It is not aware of anything which will cause a detriment to the interests of the Temporary Worker or the Client in any Assignment; and
 4.17.2 It will inform Solution Search immediately if it becomes aware of any circumstances which would render any Assignment detrimental to the interests of the Temporary Worker or the Client.
 4.18 The Client will notify Solution Search immediately, and in any event within 4 hours, if the Temporary Worker fails to attend work or notifies the Client that the Temporary Worker is unable to attend work for any reason.
 4.19 The Client will pay the Fees in accordance with clause 5 below as detailed in the Assignment Schedule, or as may be varied during the Assignment or any extension.
 4.20 The Fees will be invoiced to the Client on receipt of an authorised work log from a Temporary Worker and are payable within 14 days. Solution Search reserves the right to charge interest on any overdue amounts at the rate of 8% per annum from the due date until the date of payment. Any breach of this clause 4.20 will entitle Solution Search to terminate, without prior notice, each and every Assignment concluded under the Terms.

5 FEES AND EXPENSES

5.1 The Client will pay the Fees detailed in the Assignment Schedule to Solution Search for the supply of a Temporary Worker, and such travel and other expenses as may be agreed between the Client and Solution Search, as will be invoiced by Solution Search to the Client.
 5.2 Solution Search will only administer and pay expenses incurred by the Temporary Worker on behalf of the Client if such expenses are set out in the Assignment Schedule. Solution Search reserves the right to charge a 10% administration fee on all expenses paid on behalf of the Client.
 5.3 VAT will be paid at the prevailing rate.
 5.4 No rebates are payable in respect of the Fees.
 5.5 Solution Search reserves the right to assign the right to render invoices and receive payments to a third party.
 5.6.1 In relation to the Construction Industry Scheme: Solution Search will:
 5.6.1.1 Comply at all times with the requirements of Chapter 3 in Part 3 of the Finance Act 2004 (the "2004 Act") and The Income Tax (Construction Industry Scheme) Regulations 2005 (the "CIS Regulations"); and,
 5.6.1.2 Co-operate with the Client in respect of any obligations the Client (whether prescribed by HM Revenue and Customs or by law) has to verify Solution Search with HM Revenue and Customs or otherwise to satisfy itself that any payment to Solution Search under the Terms may be made on the appropriate basis under the 2004 Act and the CIS Regulations including but not limited to providing the Client with Solution Search's unique taxpayer reference number if requested.
 5.6.2 Solution Search confirms that it is registered for gross payment/payment under deduction under section 63 of the 2004 Act.
 5.6.3 The Client will verify Solution Search with HM Revenue and Customs (in accordance with regulation 6 of the CIS Regulations) and will make payments to Solution Search and deductions thereon under this Agreement only as directed by HM Revenue and Customs.
 5.6.4 Any payments required to be made to Solution Search under this Agreement will be made net of such deduction (if any) as the Client in its discretion considers is reasonably and properly required by law to be made under the 2004 Act and the CIS Regulations having regard to the information provided by Solution Search under this clause and subject to verification provided always if HM Revenue and Customs notify the Client that Solution Search's registration status has changed then the Client will make any payments after the date of such notification only as directed by HM Revenue and Customs and this clause will be applied as often as may be required.

6 WORK LOGS

6.1 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 one week or is completed or finished before the end of a week) the Client will verify the execution of the Services provided by the Temporary Worker by signing the work log provided to the Temporary Worker for this purpose by 17:00 on Tuesday for payment on Friday.

6.2 Verification of the execution of the Services by the Client constitutes acceptance that the Temporary Worker has provided the Services satisfactorily and in accordance with the Terms. Failure to sign the work log does not affect the Client's obligation to pay the Fees in respect of the work done.

6.3 If the Client is unable to sign a work log produced because it disputes the time claimed by the Temporary Worker, the Client will inform Solution Search within 24 hours of the work log being produced by the Temporary Worker. The Client will co-operate fully with Solution Search to enable it to establish what time, if any, was worked by the Temporary Worker. Failure to sign the work log does not absolve the Client's obligation to pay the Fees in respect of the time worked.

6.4 The Client will not be entitled to decline to sign a work log on the basis that it is dissatisfied with the Services provided by the Temporary Worker. In cases of unsuitable work, clause 8 below will apply.

7 TRANSFER AND INTRODUCTION FEES

7.1 If the Client Engages a Temporary Worker supplied by Solution Search either directly or pursuant to being supplied by another employment business, within either the duration of the Assignment or the Relevant Period, the Client will, subject to electing by giving 7 days' notice, be liable to pay either:

7.1.1 An extended period of hire of the Temporary Worker of 26 weeks, during which the Client will pay the Fees agreed pursuant to the Terms for the time during which the Temporary Worker is supplied; or

7.1.2 A Transfer Fee equal to 35% of the Remuneration. If the actual amount of the Remuneration is not known, a Transfer Fee equal to the hourly charge agreed pursuant to the Terms multiplied by 165; or, the daily charge agreed pursuant to the Terms multiplied by 22.5 (as applicable).

7.2 If the Client does not give such notice before a Temporary Worker is Engaged, the Parties agree that the Transfer Fee will be payable by the Client.

7.3 In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by Solution Search to the Client, but which leads to the Engagement of the Temporary Worker by the Client either directly or pursuant to being supplied by another employment business, within 12 months from the date of Introduction, the Client will be liable to pay Solution Search an Introduction Fee equal to 35% of the Remuneration. If the actual amount of the Remuneration is not known, an Introduction Fee equal to the hourly charge agreed pursuant to the Terms multiplied by 165; or, the daily charge agreed pursuant to the Terms multiplied by 22.5 (as applicable).

7.4 In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by Solution Search to the Client, but the Temporary Worker is Introduced by the Client to a third party which leads to the Engagement of the Temporary Worker by the third party within 12 months from the date of Introduction, the Client will be liable to pay Solution Search an Introduction Fee equal to 35% of the Remuneration applicable during the first 12 months of the Engagement. If the actual amount of the Remuneration is not known, an Introduction Fee equal to the hourly charge agreed pursuant to the Terms multiplied by 165; or, the daily charge agreed pursuant to the Terms multiplied by 22.5 (as applicable). In this situation, if the Client is an RPO or similar outsource provider, the Introduction Fee will apply if the Temporary Worker is Introduced to the Client's client or the end user.

7.5 VAT is payable in addition to any Transfer or Introduction Fee due under this clause 7.

7.6 No refund of any Introduction Fee or Transfer Fee will be paid in the event that an Engagement subsequently terminates.

7.7 The Client acknowledges that the Transfer and Introduction Fees recognise the losses and additional management costs incurred by Solution Search in these situations, that they represent liquidated damages, and that they are not penalty clauses.

7.8 The Client undertakes not to employ or seek to employ any member of Solution Search's staff. If any member of Solution Search's staff nevertheless accepts an Engagement with the Client within three months of leaving Solution Search's employment, the Client will be liable to pay an Introduction fee calculated as 35% of the staff member's Remuneration, calculated as at the date the staff member left Solution Search. The Client acknowledges that this fee recognises the losses and additional management costs incurred by Solution Search in these situations, that it represents liquidated damages, and that it is not a penalty clause.

8 UNSATISFACTORY PERFORMANCE

8.1 If within the first 7 days of the Assignment the Client reasonably considers that the Services provided by the Temporary Worker are unsatisfactory, the Client may terminate the Assignment by directing Solution Search to cease the supply of the Temporary Worker immediately without notice. In such circumstances Solution Search will not seek payment of the Fees if the Assignment terminates:

8.1.1 Within 4 hours of the Temporary Worker commencing the Assignment where the Assignment is for more than 7 hours; or

8.1.2 Within 2 hours for Assignments of 7 hours or less;

8.2 If the Temporary Worker fails to provide the Services, notifies the Client that it is unable to provide the Services for any reason, or does not provide the Services to a reasonable standard, the Client will notify Solution Search immediately and in any event within 24 hours. If the Client fails to do so it will not be able to rely on unsatisfactory performance as a reason for not signing the Work log or paying Solution Search's Invoice.

8.3 Solution Search will notify the Client immediately if it receives information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and will terminate the Assignment with immediate effect by giving notice to the Client.

9 CONFIDENTIALITY, INTELLECTUAL PROPERTY & DATA PROTECTION

9.1 Both Parties agree that they will keep confidential all information of a confidential or commercially sensitive nature that it obtains from the other Party (or from any person acting on behalf of the other Party) ("the Confidential Information") and will use the Confidential Information solely to fulfil their respective obligations under the Terms or as may be required by law.

9.2 For the purposes of this Clause 9, the following will not be classified as Confidential Information:

9.2.1 Information which is publicly known at the time of disclosure;

9.2.2 Information which, after disclosure by either party, becomes publicly known other than through a breach of this contract;

9.2.3 Information which either Party can demonstrate was already known to it prior to its disclosure by the other Party;

9.2.4 Information which either Party can show was developed independently by its own employees who were not aware of the information disclosed by the other Party;

9.2.5 Information which either Party can show was made available to it by a third party, who had the legal right to do so, and who had not imposed on that party any obligation of confidentiality.

9.3 Solution Search will at the request of the Client use its best endeavours to ensure that the Temporary signs such confidentiality agreement(s) in favour of the Client as the Client may reasonably require.

9.4 The Terms are Confidential Information. The Client may not enter into direct negotiations or discussions with the

Temporary Worker with regard to charges, income, Assignment duration or termination without the express prior written consent of Solution Search.

9.5 All property, software, and other materials supplied by the Client during the Assignment will at all times remain the property of the Client.

9.6 Upon payment by the Client for the Services, all copyright, trademarks, patents, design rights and any other intellectual property rights deriving from the Services carried out by the Temporary Worker (the "Works"), will belong absolutely to the Client. Accordingly, Solution Search will (and will use its best endeavours to ensure that the Temporary Worker will) execute all such documents and do all such acts as the Client may from time to time require, in order to give effect to its rights pursuant to this clause and to vest legal and beneficial title to the Works in the Client.

9.7 Upon payment by the Client for the Services, Solution Search will, where requested, use its best endeavours to assign to the Client all existing and future Intellectual Property Rights in the Assignment, and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under the Terms, Solution Search holds legal title in these rights and inventions on trust for the Client.

9.8 Solution Search will, where requested, use its best endeavours to ensure the Temporary Worker waives any moral rights in the Works to which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of the Works infringes the Temporary Worker's moral rights.

9.9 Notwithstanding the above clauses, Solution Search and the Temporary Worker will be entitled to continue to use and exploit methodologies, techniques, procedures and know-how employed in or associated with the Assignment.

9.10 For the purpose of this clause 9 the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" will have the meanings prescribed under the Data Protection Legislation.

9.11 The Parties acknowledge that for the purposes of the Data Protection Legislation, they are both Data Controllers in common with each other, and will be Data Processors in their own right. Clauses 9.12 to 9.15 below set out the relevant particulars of the Processing as required by the Data Protection Legislation.

9.12 The subject matter of Data Processing is to Process Candidate Personal Data as is necessary to receive the Services pursuant to the Agreement.

9.13 The nature and purpose of the Data Processing is to provide the recruitment services pursuant to the Agreement.

9.14 The category of Data Subjects is Candidates and any other individuals Introduced pursuant to the Agreement.

9.15 The type of Personal Data will include a Candidate's First and last name, Contact information (email, phone, address), ID data, professional life data, and Personal life data (including residency and immigration status).

9.16 The Client shall, in relation to any Personal Data processed in connection with the performance by the Client of its obligations under this Agreement:

9.16.1 Process that Personal Data only on the written instructions of the Company unless required to do otherwise by applicable law. In that event, the Client shall inform the Company of such legal requirement before Processing the Personal Data other than in accordance with the Company's documented instructions, unless that same law prohibits the Client from doing so on important grounds of public interest;

9.16.2 Ensure that any natural person acting under the authority of the Client who has access to the Personal Data does not Process it except on the instructions of the Company, unless required to do otherwise under applicable law;

9.16.3 Ensure that it has in place industry leading security for the Personal Data, including protection against unauthorised or unlawful Processing and against accidental loss, destruction or damage; and implement industry leading technical and organisational measures, subject to review and approval by

the Company, to ensure a level of security appropriate to the risk of harm that might result from, unauthorised or unlawful Processing, accidental or unlawful loss, destruction or alteration, unauthorised (or disclosure of) access or damage to Personal Data taking into account:

9.16.3.1 The nature, scope, context and purposes of the Processing of the Personal Data to be protected,

9.16.3.2 The state of the art in technological developments in information security; and

9.16.3.3 The cost of implementing any measures;

And the Client shall include, as a minimum, pseudonymising and encrypting the Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services; ensuring that availability of and access to the Personal Data can be restored in a timely manner after an incident; and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it;

9.16.4 Ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;

9.16.5 Immediately inform the Company if it considers that any of the Company's instructions infringe the Data Protection Legislation;

9.16.6 Not transfer any Personal Data outside of the European Economic Area or any other territory in which the European Commission has decided that the third country ensures an adequate level of protection. In which case, the Client shall comply with any safeguards put in place by the Company to protect the Personal Data. The Client shall also ensure that enforceable Data Subject rights and effective legal remedies for Data Subjects are available;

9.16.7 Notify the Company without undue delay on becoming aware of a Personal Data breach, which shall include without limitation if any Personal Data is lost, stolen, destroyed, damaged or corrupted; or where there is an unauthorised or accidental disclosure of such Personal Data;

9.16.8 Notify the Company immediately if it receives any complaint, notice or communication that relates to the Processing of the Personal Data (including without limitation any Data Subject requests) and/or to either Party's compliance with the Data Protection Legislation;

9.16.9 At the written direction of the Company, and automatically on the termination of the Agreement or the earlier termination of any Assignment, delete or return Personal Data and copies thereof to the Company unless required by applicable law to store the Personal Data; provided always that if the Client Engages a Candidate, then such Personal Data may be retained for each such Data Subject until such Engagement has been completed;

9.16.10 Maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and make available such records and any other information necessary to demonstrate compliance with its obligations as a Data Processor under the Data Protection Legislation, and allow for and contribute to audits by the Company or the Company's designated auditor or data supervisory authority on reasonable notice; and,

9.16.11 Assist and co-operate with the Company as necessary and reasonable, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators. The Client shall be solely responsible for its own costs in complying with this provision.

9.17 The Company does not consent to the Client appointing any third-party processor of Personal Data under the Agreement.

9.18 The Company warrants that the Contractor, the Representative and any substitute has provided his formal consent under the Data Protection Legislation to the storage, processing and transmission of his Personal Data by the Company only for purposes relating to any actual or potential Assignment, whether within or outside the EU.

9.19 The Company will use its best endeavours to ensure that the Contractor will comply with the Data Protection Legislation.

9.20 The Client shall indemnify the Company against all loss, liability, damages, costs, third party claims, fees and reasonable incurred expenses which the Company and/or any

of its Candidates may incur or suffer by reason of any breach of this Clause 9 or the Data Protection Legislation by the Client, save where the Client is acting at the direct instruction of the Company. This indemnity shall only apply to the extent that such losses, liability, damages, costs, claims, fees and expenses are not materially contributed to by the Company.

10 TERM AND TERMINATION

10.1 Unless otherwise stated in the Assignment Schedule, either Party may terminate an Assignment without cause by giving the other Party immediate verbal notice to be confirmed in writing within 7 days.

10.2 The Terms will automatically terminate on the completion, expiry or sooner termination of the Assignment.

10.3 The Client undertakes to properly supervise the Temporary Worker to ensure that the Temporary Worker works to the standards that the Client expects. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment by directing Solution Search to remove the Temporary Worker.

10.4 Solution Search may forthwith terminate each and every Assignment concluded under the Terms without liability to the Client by giving immediate notice to the Client at any time if:

10.4.1 The Client fails to comply with any of its obligations under the Terms, including but not limited to clause 4.20 above in relation to payment of the Fees;

10.4.2 The Client makes any voluntary arrangement with its creditors (within the meaning of Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than the purpose of amalgamation or reconstruction); or

10.4.3 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Client; or

10.4.4 The Client ceases, or threatens to cease, to carry on business.

11 LIABILITY AND INDEMNITY

11.1 Neither Solution Search nor any of its staff will be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with an Assignment and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:

11.1.1 Failure of the Temporary Worker to meet the requirements of the Client when providing the Services;

11.1.2 Any act or omission of the Temporary Worker, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;

11.1.3 Any loss, injury, damage, expense or delay incurred or caused by the Temporary Worker; (PROVIDED THAT nothing in this clause 11 will be construed as purporting to exclude or restrict liability of Solution Search to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) nor any statutory liability or any exclusion or limitation which is prohibited by law including any liability for fraud including fraudulent misrepresentation.

11.2 In consideration of Solution Search entering into a contract with the Client into which these Terms are incorporated, the Client hereby undertakes to indemnify Solution Search in respect of any and all liability for any loss, injury, damage, expense or delay suffered or incurred by any one arising directly or indirectly from or in any way connected with the acts and omissions of the Temporary Worker, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; (PROVIDED THAT this indemnity is given only in respect of any such loss, injury, damage, expense or delay caused during or arising directly or indirectly out of or in any way connected with an Assignment).

11.3 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of Solution Search set out herein are reasonable and will either accept the risk or insure against accordingly. The Client will

ensure the provision of adequate and suitable policies of Employers Liability Insurance, Public and Products Liability Insurance and Professional Indemnity Insurance, to cover the performance and liabilities of Solution Search under the Terms.

12 MISCELLANEOUS

12.1 Solution Search reserves the right to review and to revise the Terms with prior notice to the Client.

12.2 A notice required or permitted to be given by either Party to the other under the Terms will be in writing addressed to that other Party at its registered office or principal place of business.

12.3 No waiver by Solution Search of any breach of the Terms by the Client will be considered as a waiver of any subsequent breach of the same or any other provision.

12.4 If any provision of the Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Terms and the remainder of the provision in question will not be affected.

12.5 Except as expressly provided in the Terms a person who is not a party to the Contract will have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the Terms. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

12.6 These Terms will be governed by and construed in accordance with the laws of England and Wales.

Signed on behalf of Solution Search Ltd

Date:

Signed on behalf of the Client

Date
