



**TERMS OF BUSINESS RELATING TO THE INTRODUCTION OF
PERMANENT OR CONTRACT STAFF
TO [CLIENT REGISTERED CO NAME] “Client”**

1. DEFINITIONS

1.1. In these Terms of Business (“Terms”) the following definitions apply:

| | |
|-----------------------|---|
| “Applicant” | means the person introduced by the Agency to the Client for an Engagement including (i) any officer or employee of the Applicant if the Applicant is a limited company; and/or (ii) any member or employee of the Applicant if the Applicant is a limited liability partnership; and/or (iii) members of the Agency’s own staff; |
| “Client” | means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 to which the Applicant is introduced; |
| “Agency” | Hydrogen International Limited and Hydrogen UK Limited of Pountney Hill House, 6 Laurence Pountney Hill, London, EC4R OBL; |
| “Engagement” | means the engagement, employment or use of the Applicant by the Client, or any third party to whom or to which the Applicant was introduced by the Client (whether with or without the consent of the Agency), on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee or through a limited liability partnership of which the Applicant is a member or employee; |
| “Introduction” | means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitæ or information which identifies the Applicant; and which leads to an Engagement of that Applicant; |
| “Remuneration” | includes base salary or fees, guaranteed and/or guaranteed bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of £5000 will be added to the salary in order to calculate the Agency’s fee. |

1.2. Unless the context requires otherwise, references to the singular include the plural.

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

2. THE CONTRACT

- 2.1. These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of, an Applicant or the passing of any information about the Applicant to any third party following an Introduction.
- 2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Agency, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a director of the Agency 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.

3. NOTIFICATION AND FEES

- 3.1. The Client agrees:
 - a) To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant;
 - b) To notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and
 - c) To pay the Agency's fee within 14 days of the date of invoice.
- 3.2. Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its fees.
- 3.3. The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 4% from the due date until the date of payment. For the avoidance of doubt, clause 3.3 shall not apply where Sharia Law is applicable.
- 3.4. The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is the amount equal to a percentage (%) of the Remuneration applicable during the first 12 months of the Engagement. The fee will be in accordance with the accompanying Scale of Fees as set out in the schedule 1 to these Terms. VAT will be charged on the fee if applicable.
- 3.5. In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.
- 3.6. In the event that a written offer of employment made by the Client is accepted by the candidate and the subsequently withdrawn by the Client prior to its expiry date through no fault of the candidate or the Agency, the full fee calculated in accordance with clause 3.4 becomes payable to the Agency.
- 3.7. If the Client subsequently engages or re-engages the Applicant in any role (including a different role from that which the Applicant was originally considered for or engaged in) within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of an offer, a full fee calculated in accordance with clause 3.4 above becomes payable to the Agency.

4. REFUNDS

- 4.1. In order to qualify for the following refund, the Client must pay the Agency's fee in full and without deduction within 14 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.
- 4.2. If the Engagement terminates before the expiry of 12 weeks from the commencement of the Engagement (except where the Applicant is made redundant as defined in the Employment Rights Act 1996, or where the Applicant is constructively dismissed) the Agency shall endeavour to find a suitable alternative candidate. Should a suitable alternative candidate not be identified and appointed within 3 months from the date the Client notifies the Agency of the termination, the fee will be refunded in accordance with the accompanying Scale of Refund set out in the schedule to these Terms.
- 4.3. In circumstances where clause 3.7 applies the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund.

5. CANCELLATION FEE

- 5.1. If, after an offer of Engagement has been made to the Agency and/or Applicant, verbally and the Client decides for any reason to withdraw it, the Client shall be liable to pay the Agency a minimum fee of £1,000.00 plus VAT if applicable.
- 5.2. If the Client has agreed to reimburse the Agency in relation to any marketing/advertising expenditure in respect of any instruction placed with the Agency by the Client pursuant to these Terms and that assignment is terminated by the Client for any reason, or the Client for any reason materially alters its requirements, the Client will pay all marketing and other costs incurred by the Agency in connection with such assignment.

6. INTRODUCTIONS

- 6.1. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.4 with no entitlement to any refund.
- 6.2. An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an Introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction.
- 6.3. Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 3.4 on the market rate of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.

7. SUITABILITY AND REFERENCES

- 7.1. The Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill.
- 7.2. At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in clause 7.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.

- 7.3. The Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.
- 7.4. The Agency endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.
- 7.5. Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Agency before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.
- 7.6. To enable the Agency to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

8. CONFIDENTIALITY

- 8.1. The Client shall not without the prior written consent of a director of the Agency provide any information in respect of the Applicant to any third party whether for employment purposes or otherwise.
- 8.2. The Agency shall not without the consent of the Client provide information in respect to the Client or its business or undertaking to any third party (save as it is required to do pursuant to its obligations under the Conduct of Employment Agencies and Employment Businesses Regulations 2003).

9. SPECIAL SITUATIONS

- 9.1. Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work 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, the Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If the Agency is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

10. LIABILITY

- 10.1. The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

11. PUBLICITY

11.1. There may be occasions when the Agency would like to make known that it acts or has acted for the Client in a particular market place. The Client hereby consents to the Agency publicising this by whatever means it deems appropriate. For the avoidance of doubt, the Agency will not disclose any confidential information about the Client's business or any particular transaction to any third party without the Client's prior written consent.

12. ASSIGNABILITY

12.1 The Agency shall be entitled to assign, transfer, mortgage and/or charge the Agreement or any of its rights and/or obligations under the Agreement to any member(s) of the group of companies of which the Agency is a member of without the consent of the Client. In this regard, the Client agrees that where the Agency wishes to transfer any of its obligations under this Agreement to any member(s) of the group of companies of which the Agency is a member of, the Client shall, at its own cost and in a timely manner, execute or procure the execution of any novation agreement effecting such transfer which the Client requires it to execute."

13. LAW

13.1. These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales

Signed for and on behalf of the Client

Signed for and on behalf of the Agency

Print Name of Authorised Signatory

Print Name of Authorised Signatory

Dated

Dated

SCHEDULE 1:

SCALE OF FEES:

| Disciplines | % FEE | Region/Country |
|--|--------------|--------------------------------|
| IT, Business Technology & Change Specialist Division | 30% | UK/GCC/ASIA PAC/NETHERLANDS |
| Finance, Accounting and Audit Specialist Division | 30% | UK/GCC/ASIA PAC/NETHERLANDS |
| Legal, & Compliance Specialist Division | 30% | UK/GCC/ASIA PAC/NETHERLANDS |
| Property, Construction & Engineering Specialist Division | 30% | UK/GCC/ASIA PAC/NETHERLANDS |
| HR Specialist Division | 30% | UK/GCC/ASIA PAC/NETHERLANDS |
| Sales & Marketing Specialist Division | 30% | UK/GCC/ASIA PAC/NETHERLANDS |
| Other | 30% | UK/GCC/ASIA PAC/NETHERLANDS |

VAT will be charged on the fee if applicable.

SCALE OF REFUND:

The following scale of refund only applies in the event that the Client complies with the provisions of clause 3.1 and 4.1 of these Terms.

Where the Applicant leaves (except where the Applicant is made redundant as defined in the Employment Rights Act 1996) during the first 12 weeks of the Engagement, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in clause 4.1.

| Weeks in which the Applicant leaves (inclusive) | % of introduction fee refunded |
|---|--------------------------------|
| 1 - 4 | 75% |
| 5 - 8 | 50% |
| 9 - 12 | 25% |

There will be no refund where the Applicant leaves after the 12th Week of the Engagement.

TERMS OF BUSINESS RELATING TO RETAINED SEARCH ASSIGNMENTS

1. DEFINITIONS

1.1. In these Terms of Business ("Terms") the following definitions apply:

- "Candidate"** means the person(s) introduced by the Agency to the Client;
- "Client"** means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 to which the Applicant is introduced;
- "Agency"** Hydrogen International Limited and Hydrogen UK Limited of Pountney Hill House, 6 Laurence Pountney Hill, London, EC4R OBL;
- "Introduction"** An Introduction is made and is effective in relation to any target candidate, individual or firm, named on the shortlist or long list presented to the Client for a Retained Search Assignment, where such candidate is engaged in employment by the Client within a period of 18 months from the date of presentation of such shortlist or long list, whichever is the latest. In the event of such engagement, the full fee will be payable to the Company as set out hereunder.
- In the event that a candidate, introduced by the Company to the Client introduces, or assists in the introduction of, an individual or individuals from his or her previous employer to the Client within 12 months of the date of employment of such first candidate, an introductory fee will be payable to the Agency in respect of each of such other individuals (whether or not considered to be part of a team) and calculated in accordance with the Contingency Introduction fees detailed below;
- "Remuneration"** includes base salary or fees, guaranteed and/or guaranteed bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of £5000 will be added to the salary in order to calculate the Agency's fee.
- "Retained Search Assignment"** Where the Agency is engaged by the Client on a Retained Search Assignment or a Retained Advertised Selection Assignment (hereafter collectively a "Retained Recruitment Assignment"),
- "Retainer Fee"** Retainer fee is payable immediately upon commencement of the retained services. The retainer fees is non refundable.

1.2. Unless the context requires otherwise, references to the singular include the plural.

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

2. Acceptance Of Terms

The following Terms of Business shall be deemed to have been agreed and accepted by yourselves, **[Insert Client Registered Co Name]**. (the "Client") upon the confirmation of an assignment, order for the supply of goods or services, or the Introduction of any candidate by the Agency to the Client. For the purposes of these Terms of Business, the Client shall include any parent, subsidiary or associated company of the Client, or any successor, whether by reorganisation, merger, sale or otherwise.

Any variations to these Terms of Business must be agreed in writing by both Parties.

These Terms of Business are effective from 12th January 2009 and supersede and replace any Terms of Business under which the Company and the Client may have conducted prior business.

3. Fees

The Client shall pay to the Agency fees in accordance with these Terms of Business. The Company's fee shall be calculated at the rate of 35% of the successful candidate or candidates projected gross remuneration (as defined below) in the first year of employment. The Client will inform the Agency of full actual remuneration within 3 months of the 1st anniversary of the candidate start date. The Agency is entitled to charge an additional fee calculated on the increase from the initial projected annual remuneration.

The candidate's projected gross remuneration in the first year of employment (hereafter the "Gross Remuneration") comprises the following constituent elements/is calculated on the following basis:

- i. **Basic salary** (where the candidate is a salaried employee). The basic salary will be the salary at which the candidate commences employment, but will include any uplift during the course of the first 12 months of employment, if the amount of such uplift is certain and agreed at the time of commencement of employment
- ii. **Bonus** (of whatever nature, including, but not limited to, signing-on bonuses, discretionary bonuses and guaranteed bonuses) or commission payments. Where a bonus is discretionary, the estimated value of such bonus will be agreed with the Client at the time of the negotiation of the offer with the candidate and be calculated on the basis of a median rate of the upper and lower likely amounts for such bonus, e.g. if the anticipated discretionary bonus rate quoted is 25-35%, the estimated value of the bonus would be 30%. Where a commission is payable to the candidate, the value of such commission will be that which is expected by the candidate and the Client if the conditions for the payment thereof are reasonably met (i.e. a reasonable estimate will be made and agreed); and
- iii. **Other forms of remuneration**. These will include: stocks and shares; housing/accommodation allowances; relocation allowances; car allowances (where a car is provided, this will be assessed as remuneration at the rate of £6,000 or the value attributed to the car allowance by the Client, whichever is greater).

Fees for search assignments are payable in 3 stages:

First Stage Fee

1/3 of estimated fee (payable on commencement of assignment) or £6,000 + VAT, whichever is the greater

Second Stage Fee

1/3 of estimated fee (payable on presentation of shortlist)

Completion Fee

balance calculated on actual gross remuneration (as calculated above): this is payable on completion of assignment, which is deemed to occur on receipt of written confirmation of a candidate's acceptance of an offer from the Client, and adjusted to account for any difference between estimated and actual salary package

The Client agrees to retain the services of the Agency on an exclusive basis. Any candidate introduced by a third party or by direct application relating to the assignment may not be accepted by the Client and must be notified to the Company. In the event that such candidate is employed by the Client, the full fee, calculated on the hired candidate's gross first year remuneration (as calculated above) shall be payable to the Agency irrespective of how the candidate was sourced originally.

All search-related expenses incurred by the Agency in relation to a Retained Search Assignment being undertaken on behalf of the Client shall be billable to the Client. All travel and any individual expenses in excess of £200.00 shall be subject to the prior written consent of the Client. Expenses are payable within thirty (30) days of the Client's receipt of a written invoice together with appropriate receipts. If the Client instructs the Agency to carry out a Retained Advertised Selection Assignment on their behalf, the costs of all media advertising, artwork and production shall be borne by the Client.

4. Terms of Payment

Invoices will be rendered at the 3 stages (commencement, shortlist and written acceptance of offer) of a Retained Recruitment Assignment. All fees due hereunder are payable by the Client within a period of 14 days from the invoice date. Where applicable, VAT will be charged at the prevailing rate.

Failure to pay the fees in full within the 14 day period will result in interest being charged on overdue amounts, calculated at 2% per month. Further, the Guarantees set out below will only apply if these terms of payment are strictly adhered to. For the avoidance of doubt this clause shall not apply where Sharia Law is applicable.

5. Guarantees

Should the employment or engagement of the successful candidate resulting from the Retained Recruitment Assignment terminate within the first 3 months from the first day worked by the candidate, or should the candidate not actually commence employment with the Client, the Agency will endeavor to resource a replacement candidate, but no refund of fees will be made to the Client. The obligation to resource a replacement candidate is subject to the following conditions:

- i. the termination being justified or the candidate leaving of his or her own volition and not as the result of redundancy or any reorganisation of the Client's business
- ii. the Agency fee having been paid in full within 14 days of invoice date
- iii. the Client notifying the Agency in writing within 7 days of the termination of employment

If after a period of 6 months from the date of termination of employment / engagement of the original successful candidate and no replacement candidate has been resourced, the obligation to resource such replacement candidate will have lapsed.

6. Cancellations by the Client

In the following situations the Client will be deemed to have cancelled the Retained Recruitment Assignment (each constituting a "Cancellation"):

- i. withdrawing a Retained Recruitment Assignment
- ii. putting such assignment on hold for a period of in excess of 3 months
- iii. materially changing the original brief (such material change being constituted by, but not limited to, a change in the level of experience of the candidate sought; a change in the geographical location of the proposed placement of employment for the successful candidate; or a change in the remit, function or make-up of the role)
- iv. failing to take such steps as are reasonably required of the Client in order to enable the assignment to be completed (including, but not limited to: the Client failing within a reasonable period of time to give feedback to the Agency on CVs/profiles/interviews of candidates introduced to the Client by the Agency as part of the Retained Recruitment Assignment)

Where a Cancellation occurs within 15 days of commencement of the assignment (commencement being deemed upon acceptance of the Company's Proposal), the first stage fee and any advertising costs incurred or to be incurred by the Agency will be payable by the Client.

In the event of a Cancellation by the Client more than 15 days after commencement of the assignment, the second stage fee will also be payable, in addition to any advertising costs incurred or to be incurred by the Company. If, however, a shortlist of candidates has been presented to the Client by the time of Cancellation the estimated completion fee will also become due and payable to the Company.

If the Client withdraws a written offer of employment after it has been accepted by the candidate concerned, the full fee will be payable by the Client.

7. Termination by the Company

The Agency reserves the right to terminate any recruitment immediately without liability for compensation to the Client in the event that the Client:

- i. becomes insolvent, bankrupt or applies for an administration order or enters into a voluntary arrangement with its creditors
- ii. being a partnership, dissolves: in such event, the partners will remain jointly and severally liable for any fees due and payable to the Agency hereunder

- iii. is in breach of any of the terms of its agreement with the Agency (including payment terms)
- iv. instructs consultants from the Agency to provide services which are either illegal, unethical or contravene accepted codes of professional practice

8. Confidentiality

The Agency will make every effort to respect and preserve the confidentiality of privileged information it receives concerning its Clients' employees, businesses and plans. The Client, for its part, accepts that it will also preserve the confidentiality of any privileged information provided to it by the Agency or any candidate who is being introduced to it by the Agency in the course of a Retained Recruitment Assignment.

All introductions made during the course of Retained Recruitment Assignments are confidential and Clients are required to respect this confidentiality. Information relating to candidates may only be passed to a third party (including any body, partnership, individual or any principal, agent or sub-contractor of the Client) with the prior consent of the Company. In the event of a candidate being engaged by such a third party, either on a temporary or permanent basis, as the result of a referral by a Client or a member of the Client's staff, the full fee will be payable to the Agency by the Client to whom the candidate was originally introduced.

9. Liability

Whilst every effort is made to provide a reliable and professional service, no warranty or representation expressed or implied is given in respect of services or materials supplied or any candidate introduced. The Company, its associates, staff or agents shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client arising directly or indirectly or in any way connected with any introduction of any candidate by the Agency to the Client, or from any act or submission on the part of a candidate introduced by the Company, even if such an act or submission is negligent, dishonest or fraudulent.

It is the responsibility of the Client to satisfy himself or herself as to the candidate's suitability, to take up references, arrange medical examinations and to obtain any necessary work permits or other permits prior to the engagement of the candidate. Reports relating to the interpretation of test results prepared for Clients represent opinions based on test results and must not be relied on as statements of fact.

10. Jurisdiction

These Terms of Business shall be governed by the laws of England and Wales and the Agency and the Client submit to the exclusive jurisdiction of the English courts.

Signed for and on behalf of the Client

Print Name of Authorised Signatory

Dated

Signed for and on behalf of the Agency

Print Name of Authorised Signatory

Dated

**AGREEMENT FOR THE INTRODCUTION AND SUPPLY OF CONTRACTORS/TEMPORARY WORKERS
(INDIVIDUALS AND LIMITED CONTRACTORS)**

This agreement for the introduction and supply of contractors/temporary workers ("Agreement") is dated [] and is made up of the Assignment, Addendum and the Terms and Conditions of Business for the introduction and supply of contractors/temporary workers (individuals and limited company contractors) attached ("Terms and Conditions of Business") and any other schedules and is made between Hydrogen International Limited of Pountney Hill House, 6 Laurence Pountney Hill, London EC4R 0BL ("Employment Business") and the Client.

Assignment

| | |
|--|---|
| Reference | Placement Number |
| Client | Full Legal Entity of Registered Address |
| Client Contact | Correspondence Contact |
| Contract Site | Site Address |
| Contact Telephone Number | Correspondence Contact Tel |
| Limited Company Name | Contractor's Ltd Company |
| Contractor/Temporary Worker/Representative | Contractor Name |
| Position | |
| Description of Work involved in the Assignment/Project | Deliverables if applicable |
| Start Date | |
| Anticipated End Date | |
| Standard Weekly Hours | |
| Standard Contract Rate (hourly/daily) | £ .00 per standard working day plus VAT as applicable |
| Additional Hours Agreement | |
| Payment Cycle (weekly/monthly) | Monthly |
| Expenses Agreement/Policy | |
| Notice Period to be given by Client | weeks written notice |
| Notice Period to be given by Employment Business | weeks written notice |
| Billing Contact/Address | Contact and address |
| Additional Billing Information | |
| EAA Conduct Regulations 2003 Contractor Status | Opt In/Opt Out |

Duly authorised for and on behalf of

The Employment Business

Signature: _____

Name: _____

Position: _____

Date: _____

Duly authorised for and on behalf of

The Client

Signature: _____

Name: _____

Company: _____

Date: _____

Addendum

1. The Anticipated Finish Date of this Agreement may be varied at any time in accordance with the notice period set out on the Assignment/Project Specification, the Terms and Conditions of Business, or otherwise varied as agreed from time to time by the parties.
In the event the Contractor/Temporary Worker is a Limited Company clauses 2 to 4 below shall apply
2. In the event the Contractor/Temporary Worker is engaged to provide services to the Client then unless otherwise agreed the following shall apply:
 - (a) The Contractor/Temporary Worker shall have reasonable autonomy in relation to determining the method of performance of the Assignment and any associated Project as applicable, but shall comply with reasonable and lawful instructions of the Client and the Employment Business. Neither the Contractor/Temporary Worker nor the Representative shall be subject to the supervision or control of the Client or the Employment Business.
 - (b) Neither the Client nor the Employment Business are the employer of the Representative, within the meaning prescribed by the Working Time Regulations 1998 (as amended) (or indeed for any other purpose) and therefore, the Client shall not be charged any fee by the Employment Business in respect of paid holiday entitlement of the Representative, but shall suspend an Assignment and any associated Project as applicable for any period during which the Contractor/Temporary Worker permits the Representative time off under Regulation 13 of the Working Time Regulation 1998 (as amended) provided that the Employment Business shall provide the Client with not less than 14 days prior notice of such suspension.
 - (c) The Client confirms that the Employment Business may substitute the Contractor/Temporary Worker and/or the Representative in respect of the performance of the Assignment, with the prior written consent of the Client, such consent not to be unreasonably withheld. The Employment Business shall ensure that the substitute Contractor/Temporary Worker or Representative fully understands the requirements of and the progress made in the Assignment and any applicable Project.
 - (d) There shall be restraint on the activities of the Contractor/Temporary Worker or its Representative and they may provide services for other parties provided such services do not conflict with those provided to the Client nor cause the Client to suffer a detriment.
3. In the event that the Contractor/Temporary Worker and its Representative have elected to opt out of the effects of Conduct of Employment Agencies and Employment Businesses Regulations 2003 pursuant to Regulation 32 thereof then, the parties agree that the following special conditions shall apply as a result:
 - (a) The following clause shall be substituted for clause 6 of the Terms and Conditions of Business attached hereto, in its entirety:
 6. The Engagement by the Client of a Contractor/Temporary Worker who has been Introduced by The Employment Business, or the Introduction by the Client of a Contractor/Temporary Worker to any third party resulting in an Engagement renders the Client subject to the payment of an introduction fee calculated at 30% of the annual fee or Remuneration payable to the said Contractor/Temporary Worker provided that the Engagement takes place within a period of 12 months from the termination of the Assignment under which the Contractor/Temporary Worker was supplied, or if there was no Assignment, within 12 months of the Introduction of the Contractor/Temporary Worker by The Employment Business. Where the Client fails to inform The Employment Business of the annual fee or Remuneration payable to the Contractor/Temporary Worker, the introduction fee will be calculated by multiplying the weekly/monthly charges of The Employment Business for the Contractor's/Temporary Worker's services by 70 times the normal daily rate at which the Contractor/Temporary Worker was last Engaged by the Client (or, where there was no Assignment, at the normal daily rate which The Employment Business would have charged for an Assignment). No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.
 - (b) With regard to clause 7(a) of the Terms and Conditions of Business attached hereto, the Employment Business shall not be obliged to obtain confirmation of the Contractor/Temporary Worker's identity, experience, training qualifications or authorisations unless specifically requested in writing by the Client to do so. In the event that such information is provided by the Employment Business verbally, the Employment Business shall not be required to provide written confirmation or confirmation by electronic means unless requested in writing by the Client to do so.
4. Details of whether or not the Contractor/Temporary Worker has elected to opt out as set out above may be obtained upon request.
5. The Engagement by the Client of a Contractor/Temporary Worker who has been Introduced by The Employment Business on a Temporary basis, The Employment Business will charge the Client a 30% margin in addition to the hourly/daily/weekly/monthly contract pay rate.
In the event of a conflict or discrepancy between the Special Conditions set out above and the Terms and Conditions of Business attached hereto, the Special Conditions shall prevail.
In the event that a separate written agreement is agreed and signed between the Employment Business and the Client then the terms therein shall prevail over this Agreement unless otherwise agreed in writing. In such circumstances the Client shall not be required to sign this Agreement. However, this document shall constitute notification of the terms and conditions of the Assignment/Project Specification as agreed between the parties. If the Assignment/Project Specification is not correct you should advise The Employment Business immediately.

**TERMS AND CONDITIONS OF BUSINESS FOR THE INTRODUCTION AND SUPPLY OF
CONTRACTOR/TEMPORARY WORKERS
(INDIVIDUALS AND LIMITED COMPANY CONTRACTOR**

1. In these terms: -

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

“Assignment” means the period during which the Contractor/Temporary Worker is supplied to render services to the Client;

“Assignment/Project Specification” means the front sheet to this Agreement incorporating any Addendum and conditions or where applicable a letter setting out details of the Assignment and, if applicable the Project, and matters related thereto including Addendum and conditions where applicable;

“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 Contractor/Temporary Worker is supplied or Introduced;

“Contractor/Temporary Worker” means the person or limited company Introduced and/or supplied to the Client by the Employment Business to carry out the Assignment (and where the Contractor/Temporary Worker is a limited company, shall include any officer, employee or representative thereof);

“Employment Business” means Hydrogen International Limited, whose registered office is at Pountney Hill House, 6 Laurence Pountney Hill, London EC4R 0BL, an employment business as defined by section 13(3) of the Employment Agencies Act 1973;

“Engagement” means the engagement, employment or use of the Contractor/Temporary Worker (or where the Contractor/Temporary Worker is a limited company, the engagement, employment or use of the services of any officer, employee or representative of the Contractor/Temporary Worker) on a permanent or temporary basis, 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;

“Introduction” means the interview of the Contractor/Temporary Worker in person or by telephone or the provision of a curriculum vitae or other information which identifies the Contractor/Temporary Worker and “Introduced” shall be construed accordingly;

“Project” means a specific project for which the Contractor/Temporary is engaged to render the services as specified by the Client or the Contractor/Temporary Worker;

“Remuneration” means the aggregate gross annual taxable emoluments payable to or receivable by the Contractor/Temporary Worker pursuant to the Engagement, including salary, bonuses, profit share, commission, pension, allowances, profit related pay and any signing-on payment or equivalent (contractual or otherwise and whether guaranteed or not) paid to the Contractor/Temporary Worker during the first year of the Engagement or attributable to such period and paid subsequently. The value of payment of pension contributions (whether to the Client's or Contractor/Temporary Worker's own scheme) shall be calculated as the higher of the actual value of the contributions or £2,000 per annum. Bonus/profit share which is not guaranteed will be determined on the projected values. Any car, housing and/or relocation allowance shall be treated as part of the Contractor/Temporary Worker's taxable emoluments. The value of the provision of a company car shall be calculated as the higher of either the taxable benefit of the car provided or the figure of £4,000 per annum and provision

of housing, accommodation and/or relocation allowance shall be calculated as the higher of either the value of the benefit or £2,000 per annum.

“Addendum” means any terms and conditions in addition to these Terms and Conditions of Business and the Assignment/Project Specification; and

“Timesheet” means a form of timesheet as provided by Employment Business or the Client to the Contractor/Temporary Worker.

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.

2. (a) These terms regulate the basis upon which Employment Business supplies Contractor/Temporary Workers to the Client and shall be accepted on signature and return of these terms by the Client to the Employment Business, or in the event of failure to do so, shall be deemed to be accepted by the Client by virtue of Introduction to or Engagement of a Contractor/Temporary Worker.

(b) The Employment Business shall provide to the Client, as soon as these become known, details of the Contractor/Temporary Worker who will carry out the Assignment.

(c) 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.

3. (a) At the end of each week of the Assignment (or, where the Assignment is for a period of less than one week or is completed before the end of a week, at the end of the Assignment) the Client shall sign a Timesheet verifying the number of hours worked by the Contractor/Temporary Worker during that week. The Client shall be responsible for ensuring that only authorised members of its staff sign Timesheets on its behalf.

(b) Signature of the Timesheet by the Client is confirmation of the number of hours worked by the Contractor/Temporary Worker. If the Client is unable to sign a Timesheet produced for authentication by the Contractor/Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with Employment Business to enable Employment Business to establish what hours, if any, were worked by the Contractor/Temporary Worker. Failure to sign the Timesheet 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 sign a Timesheet on the basis that it is dissatisfied with the work performed by the Contractor/Temporary Worker. In cases of unsuitable

work the Client should apply the provisions of clause 8 below.

(c) The Client shall retain the original signed copy of the Timesheet. To aid the Client Employment Business may provide a facsimile copy of the Timesheet printed on the reverse of the invoice or attached to the invoice. If a Timesheet is not provided by Employment Business with the invoice, this does not constitute a reason for the non-payment of the invoice.

4. (a) The Client agrees to pay the hourly/daily/weekly charge (as applicable) to the Employment Business (or to discharge its responsibility through a third party) as advised to the Client in the Assignment/Project Specification and which may be varied by agreement from time to time during the Assignment. In the event of such variation, as soon as reasonably practicable, the Employment Business shall confirm the new charge to the Client in writing, stating the date upon which such varied charges shall take effect. The charges are calculated by reference to the number of hours/days/weeks (as applicable) worked by the Contractor/Temporary Worker (to the nearest quarter hour) however the minimum duration for any Assignment shall be one day.

(b) Where due, VAT shall be payable in addition to the charges, if applicable. The charges are comprised of the Contractor/Temporary Worker's direct remuneration but may also include an amount in respect of the Contractor/Temporary Worker's contingent statutory holiday entitlement which may be payable to the Contractor/Temporary Worker for accrued, or future entitlements (if any) during the Assignment or subsequent Assignments. The charges also include the Employment Business' commission, any employer's National Insurance Contributions and any travel, hotel or other expenses as may have been agreed with the Client or, in the event of disagreement, such expenses as are deemed to be reasonable.

(c) The charges will be invoiced to the Client on a weekly or monthly basis as set out in the Assignment/Project Specification and are payable within 7 days of date of invoice. Failure to pay within this period entitles Employment Business to charge interest at 4% per annum above LIBOR or at any rate that may succeed or replace LIBOR from the due date until the date of payment. For the avoidance of doubt, this clause shall not apply where Sharia Law is applicable.

(d) The Employment Business may assign to a third party the right to render invoices and collect and receive payments.

(e) There are no refunds or rebates payable in respect of the charges of The Employment Business.

5. (a) This Clause 5(a) shall apply only where the Employment Business is responsible for paying the Contractor/Temporary Worker. Where required by law, the Employment Business will account to the relevant authorities for the Contractor/Temporary Worker's Income Tax on employment income or any earnings deemed to be employment income under the provisions of the Income Tax (Earnings and Pensions) Act 2003 and employer's and employee's National Insurance Contributions in respect of such

employment income or deemed employment income under these terms.

(b) This Clause 5(b) shall apply in the event the Client is wholly responsible for paying the Contractor/Temporary Worker. In this event the Client may discharge its responsibility through a third party.

6. (a) For the avoidance of doubt, this clause 6 shall not apply in the event the Client wishes to renew or extend an Assignment for an additional period of time.

(b) Clauses 6(c) and 6(d) below shall apply in the event that the Client either notifies the Employment Business of its intention to Engage a Contractor/Temporary Worker or enters into an Engagement with a Contractor/Temporary Worker either (1) directly or (2) as a result of being supplied by another employment business:

- (i) during the course of an Assignment; or
(ii) within 8 weeks after the termination of an Assignment; or
(iii) within 14 weeks of the commencement of an Assignment, if termination has occurred within the first 6 weeks of the Assignment and there has been no previous Assignment for at least 42 clear days prior to commencement.

(c) In the circumstances described in clause 6(b) above the Client shall be liable to and shall elect to either:

(i) from a date to be agreed between the parties, extend the existing or re-instate the last Assignment of the Contractor/Temporary Worker, without variation of the terms of the Assignment for a further period of 12 months during which the Client shall pay the hourly charge in force in respect of the Contractor/Temporary Worker at the date of the Client's election or as charged at the end of the last Assignment of the Contractor/Temporary Worker for each hour the Contractor/Temporary Worker is so supplied; and upon expiry of this Extended Period of Hire, the Client shall be at liberty to directly Engage the Contractor/Temporary Worker without incurring a further fee, or

(ii) terminate the Assignment and pay a transfer fee equivalent to 30% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, a sum equivalent to 600 times the hourly charge in force in respect of the Contractor/Temporary Worker as at the date of termination of the last Assignment.

(d) If the Client fails to elect an extended period of hire or a transfer fee as set out in clause 6(c) prior to Engagement of the Contractor/Temporary Worker, the parties agree that the transfer fee shall become due upon the date of commencement of the Engagement.

(e) In the event that there is an Introduction of a Contractor/Temporary Worker to the Client which does not result in an Assignment, but which leads to an Engagement of the Contractor/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 shall be liable to and shall elect to either:

(i) from a date to be agreed between the parties, accept an Assignment of the Contractor/Temporary Worker, for a period of 3 months during which the Client shall pay the hourly charges of Employment Business as notified to the Client at the point of Introduction, for each hour the Contractor/Temporary Worker is so supplied; and upon expiry of this extended period of hire, the Client shall be at liberty to

directly Engage the Contractor/Temporary Worker without incurring a further fee, or

(ii) pay a transfer fee equivalent to 30% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, a sum equivalent to 600 times the hourly charge in force in respect of the Contractor/Temporary Worker as notified to the Client at the point of Introduction.

(f) If the Client fails to elect an extended period of hire or a transfer fee as set out in clause 6(e) prior to Engagement of the Contractor/Temporary Worker, the parties agree that the transfer fee shall become due upon the date of commencement of the Engagement.

(g) In the event that the Engagement of the Contractor/Temporary Worker is for a fixed term of less than 12 months, the transfer fee in clauses 6(c) or 6(e), calculated as a percentage of the Remuneration, will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Contractor/Temporary Worker within 6 months of the termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement from first commencement, to the first anniversary of following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is sooner.

(h) In the event that a Contractor/Temporary Worker supplied to a Client is introduced by the Client to a third party and the said third party enters into an Engagement with the Contractor/Temporary Worker:

(i) during the course of an Assignment; or
(ii) within 8 weeks after the termination of an Assignment; or
(iii) within 14 weeks of the commencement of an Assignment, if termination has occurred within the first 6 weeks of the Assignment and there has been no previous Assignment for at least 42 clear days prior to commencement;

the Client shall be liable to pay a transfer fee equivalent to 30% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, a sum equivalent to 600 times the hourly charge in force in respect of the as notified to the Client at the point of Introduction.

(i) In the event that there is an Introduction of a Contractor/Temporary Worker to the Client which does not result in an Assignment of that Contractor/Temporary Worker to the Client, but the Contractor/Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Contractor/Temporary Worker by the third party within 12 months from the date of Introduction the Client shall be liable, for a transfer fee equivalent to 30% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, a sum equivalent to 600 times the hourly charge in force in respect of the as notified to the Client at the point of Introduction.

(j) The Client agrees to notify the Employment Business within 3 days of the date of any offer or acceptance of an Engagement. Any transfer fee referred to in this clause 6 shall become due and the Employment Business shall be entitled to render an invoice in respect of the transfer fee upon commencement of the Engagement to which the

transfer fee relates. No refund of the transfer fee will be paid in the event that the Engagement subsequently terminates. If applicable, VAT is payable in addition to any fee due. The Employment Business' invoice is payable within 7 days of the invoice date. Failure to pay within this period entitles Employment Business to charge interest at 4% above LIBOR or at any rate that may succeed or replace LIBOR from the due date until the date of payment.

7. (a) The Employment Business endeavours to ensure the suitability of any Contractor/Temporary Worker introduced to the Client by obtaining confirmation of the Contractor/Temporary Worker's identity; that the Contractor/Temporary Worker has the experience, training, qualifications and any authorisation which the Client considers necessary and has advised the Employment Business in writing in a job specification or otherwise or which may be required by law or by any professional body to work in the Assignment; and that the Contractor/Temporary Worker is willing to work in the position which the Client seeks to fill. Where such information is given verbally by the Employment Business to the Client, it shall be confirmed in writing or by electronic means by the end of the third business day following, save where the Contractor/Temporary Worker is being Introduced for an Assignment in the same position as one in which the Contractor/Temporary Worker had previously been supplied within the last five business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

(b) Whilst every effort is made by the Employment Business to render satisfaction to the Client by ensuring such matters as set out in 7(a) are complied with and by ensuring reasonable standards of skills, integrity and reliability from the Contractor/Temporary Worker and to meet the booking details provided by the Client, no liability is accepted by the Employment Business for any costs, claims, damages or expenses arising from the failure to introduce a Contractor/Temporary Worker for all or part of the period of the Client's booking or from the negligence, dishonesty, misconduct or lack of skill of the Contractor/Temporary Worker.

(c) Where the Contractor/Temporary Worker:

(i) is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment; or

(ii) 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, the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Client, copies of any relevant qualifications or authorisations of the Contractor/Temporary Worker, and two references from persons not related to the Contractor/Temporary Worker who have agreed that the Contractor/Temporary Worker is suitable for the Assignment. If the Employment Business is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

(d) Contractors/Temporary Workers Introduced by the Employment Business to the Client operate under contracts for services and as such 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 Contractor/Temporary Worker whether wilful, negligent

or otherwise as though the Contractor/Temporary Worker were an employee of the Client 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 Contractor/Temporary Worker during Assignments, but excluding the matters referred to in clause 5. The Client shall also advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Contractor/Temporary Worker and about any Requirements imposed by law or by any professional body, which must be satisfied if the Contractor/Temporary Worker is to fill the Assignment. The Client will assist the Employment Business in complying with the Employment Business duties under the Working Time Regulations 1998 (as amended) by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Contractor/Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.

(e) The Client undertakes that it knows no reason why it would be detrimental to the interests of the Contractor/Temporary Worker for the Contractor/Temporary Worker to fill the Assignment.

(f) The Client shall indemnify the Employment Business against any costs, claims, damages or expenses incurred by the Employment Business arising out of the Assignment or Engagement of the Contractor/Temporary Worker by the Client and/or as a result of any breach of these terms by the Client.

8. (a) The Client undertakes to supervise the Contractor/Temporary Worker(s) assigned to it sufficiently to ensure the Client's satisfaction with skills and standards of workmanship but if the services of the Contractor/Temporary Worker 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) The Client, unless otherwise specified, may at any time upon notice (as stated in the Assignment Specification) to the Employment Business, terminate an Assignment.

(c) The Employment Business may terminate an Assignment at any time without prior notice and

without liability. These terms of business will remain in full force and effect despite termination of any Assignment arranged pursuant to it, unless also terminated. Where the Employment Business receives or obtains information which gives it reasonable grounds to believe that a Contractor/Temporary Worker is unsuitable for an Assignment it shall, without delay, inform the Client of that information and terminate the Assignment with immediate effect.

(d) Notwithstanding clauses 8(a), 8(b) and 8(c) of this Agreement, either party may forthwith and without liability terminate this Agreement with immediate effect (regardless of any agreed notice period) upon notice in writing where the other party shall become insolvent, bankrupt or have a receiver or administrative receiver appointed over it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.

9. (a) All information supplied by Employment Business to the Client about a Contractor/Temporary Worker is confidential and the Client agrees that it will not divulge such information to any third party.
(b) Employment Business shall ensure that the Contractor/Temporary Worker 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.
10. Employment Business and the Client shall observe and comply with the relevant obligations of the Data Protection Act 1998 or any re-enactment thereof.
11. 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
12. Termination or expiry of this Agreement shall not affect any rights, duties or liabilities of either party that accrued prior to termination and those terms which by their nature are intended to continue in effect.
13. 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

The Employment Business

Signature: _____

Name: _____

Position: _____

Date: _____

Duly authorised for and on behalf of

The Client

Signature: _____

Name: _____

Company: _____

Date: _____