



## TERMS AND CONDITIONS

This Agreement ("Agreement" which for the avoidance of doubt includes the Schedule) is for the supply of consultancy services and is made between:-

1. **Source Group International BV** (KvK number: 77312503 ) whose registered office is at Grote Bickersstraat 78, 1013KS Amsterdam, Netherlands ("SGI");  
  
and
2. ("Client").

### Interpretation

In this Agreement the following words shall be defined as in the attached schedule ("Schedule"); Additional Time; Additional Rate; Agreed Time; Client; Consultant; Term; Task, Time; Rate; Timesheet Period; Notice Period.

The definition of 'Term' shall include both the period detailed in the Schedule and any additional term. The term "Client" shall include, where the context permits, the Client's Affiliates.

"Affiliate" shall mean the Client's direct and indirect subsidiaries, its intermediate and ultimate holding companies and the direct and indirect subsidiaries of such holding companies worldwide. The Client shall ensure that its Affiliates comply with the terms of this Agreement including complying with any liabilities or restrictions this Agreement places upon the Client.

### Task and Services

- 1.1 SGI is a recruitment company which searches workers who are acceptable to the Client to perform the Task.
- 1.2 The Client shall decide (and shall be solely responsible for deciding) on the suitability of the Consultant to perform the Task and shall agree the precise details of the Task in writing with SGI. Any day to day instructions are provided directly to the Consultant.

### Payment

- 2.1 The Client agrees to pay SGI the Fee in accordance with the terms of this Agreement.
- 2.2 SGI shall invoice the Client for the Fee and any approved expenses for each Time Sheet Period and the Client shall pay the Fee and any approved expenses within 15 days of receipt of the invoice.
- 2.3 SGI reserves the right to charge interest on any overdue Fee, or part thereof, at a rate of 8% per month.
- 2.4 SGI may recover from the Client on a full indemnity basis any costs and expenses (including legal costs) which have been reasonably incurred in the collection of overdue Fee.
- 2.5 The Client is not entitled to set-off any counterclaim against any Fee due or part thereof.
- 2.6 The Client agrees to accept time sheets for each Time Sheet Period and to promptly sign and approve them on receipt (such approval not to be unreasonably withheld). An approved timesheet shall be taken as Client acceptance of the work done by the Consultant free from any defect. The Client agrees that it will be bound by the contents of any timesheet signed by or on behalf of it and that its signature confirms agreement both to the hours worked and to the manner, quality and content of the work done.
- 2.7 The Client and the Consultant Company may agree to additional work and time to complete the Task provided that any hours worked in addition to the Agreed Time are charged as Additional Time at the Additional Rate.
- 2.8 Unless agreed otherwise with the Consultant Company, the Client is solely responsible for any travel and accommodation expenses (plus VAT if appropriate) incurred as a result of the Consultant Company performing the Task and the Consultant attending interviews. The Client shall agree the amount of such expenses with the Consultant Company, and shall undertake to reimburse SGI for any such expenses. The Client shall pay expenses to SGI in accordance with Clause 2 (2) above.

### Standards

- 3.1 The Client undertakes to:
  - i) SGI shall not be liable for any act or omission on the part of the Consultant Company or Consultant resulting from the Client's failure to carry out adequate interviews and investigations;



- ii) provide the Consultant Company with details of the Client's working practices including but not limited to policies relating to Health and Safety whilst on the Client's site;
- iii) notify SGI of any failure by the Consultant Company to provide the Consultant (due to unforeseeable circumstances) as soon as reasonably practicable on or before the first day of the Consultant's absence;
- iv) to confirm in writing to SGI:
  - any experience, training, qualifications, professional body authorisations that the Client, the law or professional body requires the Consultant to possess to perform the Task;
  - any site regulations, IT access/security/usage policies, and any other procedures or policies the Client requires the Consultant to adhere to and will provide copies of any such policies/procedure to SGI.

3.2 The Client undertakes to provide, prior to the commencement of the agreement, to SGI accurate information about the employment terms and conditions that are applicable to Client whether by contract or by collective agreement or otherwise and shall include subsequent variations thereto, that relate to the Client's employees working the same or similar positions, including (without limitation):

- i) the standard terms and conditions that apply to their employees;
- ii) details relating to the application and calculation of, pay scales, bonuses, commission, overtime, shift allowance, unsocial hours allowance, hazardous duties, holiday pay, other related emoluments;
- iii) entitlements relating to annual leave, night work, rest periods, rest breaks;
- iv) benefits of monetary value including, without limitation, vouchers and stamps; and
- v) any other secondary/primary employment terms/ conditions.

3.3 The Client warrants and undertakes that all information it provides to SGI under these Terms is true and accurate.

3.4 The Client will notify SGI of changes or additions to this information, including wage increases, on time and in any event as soon as it becomes aware of them.

3.5 If at any time the information received by SGI from the Client proves to be (partially) incorrect, is not provided in good time and/ or is not sufficient for the Task actually performed by Consultant, the Client will provide SGI with the correct information concerning the employment terms/conditions at SGI's earliest request. The employment terms/conditions may be changed if the Consultant has a reasonable claim to the change on the grounds of laws and regulations, a collective labour agreement, and/or the current working conditions regulations. If the change leads to a higher remuneration, SGI will correct the Consultants' remuneration and the Fee accordingly though the Consultant Company. The Client owes SGI this corrected Fee.

3.6 If at any time during the Term the Consultant Company is in breach of its obligations to perform the Task, the Client shall provide SGI with written details of the breach and may request in writing the removal of the unsatisfactory Consultant Company or request the Consultant Company to supply a replacement Consultant. The Client will be liable to pay for the time spent on the task by the unsatisfactory Consultant Company up to the end of the Notice Period. The Consultant Company or the Consultant will not be deemed to be unsatisfactory until SGI has received written details of the breach from the Client. The Client may terminate this Agreement without notice if SGI is unable to provide a replacement consultant or consultant company within 5 working days of receipt of the details of the Consultant Company's breach.

3.7 The Client acknowledges that the Consultant Company is responsible for the Consultant as an employee and that the Consultant Company is responsible for insuring the Consultant in this capacity; however the Client shall provide additional insurance for the Consultant Company and the Consultant which is adequate with regard to the nature of the Task.

3.8 In the event that the Client wishes to change the Task, the location where the Task is performed or wishes to extend the Term, such change may be effected between the Client and SGI in writing. SGI shall be entitled in its absolute discretion to refuse any such changes.

3.9 SGI reserves the right to alter the Rate charged.

3.10 No Fee will be payable in respect of any period during which the Consultant Company fails to provide the Consultant.

3.11 Without prejudice to the above, SGI shall be entitled to terminate this Agreement without notice, or replace the Consultant Company, or require the Consultant Company to provide the Client with another suitably qualified

consultant in circumstances where it appears likely that the Consultant Company will fail to (properly) complete the Task within a reasonable period because the Consultant Company has failed to provide the services of the Consultant for a continuous period of 5 working days.

### Liabilities and Undertakings

- 4.1 Nothing in this Clause shall exclude or restrict SGI's liability to the Client for death or personal injury resulting from SGI's intent or deliberate recklessness (*opzet of bewuste roekeloosheid*) or for other circumstances where liability is not capable of being limited under applicable law.
- 4.2 SGI shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for loss of profits, loss of business, depletion of goodwill or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information, any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, except in cases of SGI's intent or deliberate recklessness (*opzet of bewuste roekeloosheid*).
- 4.3 SGI's total liability in contract tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fee payable under this Agreement.
- 4.4 SGI shall not be liable for any act or omission on the part of the Client in respect of breach of this Agreement or any loss that the Consultant Company and/or Consultant causes to the Client and the Client shall indemnify SGI against any such liability howsoever arising.

### Duration and Termination

- 5.1 The Term may be extended by agreement in writing between the parties and this Agreement shall apply to such extensions.
- 5.2 SGI shall be entitled to terminate this Agreement without notice in the event of any payment or Fee being overdue for 30 days or more.
- 5.3 In the event that SGI is unable to commence, continue or perform its obligations by reason of force majeure, which is not within its control, this Agreement may be suspended providing SGI has notified the Client. Such events include, but are not limited to, fire, flood, aircraft damage, explosion, electrical failure, strikes, lock-outs, riots, virus outbreaks, civil commotion or state of national emergency, Dutch Government action or any cause whatsoever (whether or not of a similar nature to the foregoing). If suspension is claimed by SGI on the basis of force majeure the Client will not be liable for any Fee for the period of the suspension unless the suspension is caused by strike or lock-out relating to the Client or non-payment of invoices by the Client. In these exceptions the Time will be deemed to have been worked and the Rates will be charged accordingly.
- 5.4 Notwithstanding anything herein contained SGI shall be entitled to terminate this Agreement by giving 5 working days written notice to the Client if the Client commits or allows to be committed any breach of any terms of this Agreement and fails to remedy any such breach within 5 working days after notice has been given by SGI to the Client requiring remedy of the same. Any charges due to SGI at the date of the termination shall be paid forthwith by the Client.
- 5.5 SGI may without giving notice to the Client, terminate this Agreement, without prejudice to any of its other rights if any action, application or proceeding is taken in respect of the Client for bankruptcy or is declared bankrupt; or applies for or receives a moratorium of payment, or for any similar action, application or proceeding in any jurisdiction to which it is subject or if it is unable to pay its debts.
- 5.6 Notices given under this Agreement shall be in writing and delivered by:
  - i) Regular or registered post or by hand and addressed to the party concerned at its registered office or principal place of business; or
  - ii) by e-mail to the email address provided by the other party.

### Confidentiality

- 6.1 For the purpose of this Agreement 'Confidential Information' shall mean any information in a form emanating, directly or indirectly, from the Client and shall include any compilation or the otherwise public information in a form not publicly known. It does not include information which
  - i) is publicly known at the time of its disclosure;
  - ii) after disclosure by the Client becomes publicly known other than through a breach of this Agreement;
  - iii) SGI, the Consultant Company or the Consultant can show was known to it prior to its disclosure by the

Client; and

- iv) SGI can show was made available to it by a third party who had a right to do so and who has not imposed on SGI any obligation of confidentiality.

- 6.2 The Client shall inform the Consultant Company and the Consultant which information is confidential and shall name the persons in its organisation who have authorised access to this information. SGI shall not be liable for any loss, expense or damage arising out of the Client's failure to comply with this obligation.
- 6.3 SGI undertakes that it will not disclose or use any Confidential Information belonging to the Client during or after the end of the Term for any purpose other than to enable it to carry out this Agreement.
- 6.4 The content of this Agreement and of the agreement between SGI, the Consultant Company and the Consultant are confidential and details relating to remuneration, expenses, and Consultant identity, charge and pay rates or other information related to this Agreement and details of the relationship between the Client, SGI, the Consultant Company and the Consultant are not to be disclosed to any third party during and after the termination of this Agreement.

### Intellectual Property Rights

- 7.1 Each party to this Agreement acknowledges that any papers, documents, drawings, printed or written matter, samples, computer software or equipment supplied to it by or on behalf of the other party in connection with this Agreement, including any copies or abstracts, are and will be the sole and exclusive property of the party which has supplied the material and undertakes to return such items to them on the termination of this Agreement.
- 7.2 In general, the Client shall own all intellectual property rights of whatever nature and, if capable of registration, whether registered or not, in all documents or other material and data or other information and processes provided or created by the Consultancy Company and Consultant in the provision of the Task. To accomplish the foregoing SGI shall use reasonable endeavours to ensure that the Consultancy Company enters into an agreement which contains an obligation on the Consultancy Company and the Consultant to assign to SGI (for onward assignment to the Client) or directly to the Client (as directed by the Client to SGI), the relevant Consultancy Company's and Consultancy's intellectual property.
- 7.3 Any material supplied by SGI to the Client in which SGI owns the copyright or any other intellectual property right will be supplied by SGI under a non-exclusive license which may be terminated, or partially terminated, by SGI without giving notice to the Client.

### Restrictions

- 8.1 The Client may not enter into direct negotiations with the Consultant Company or the Consultant with regard to any matter relating to this Agreement during the Term.
- 8.2 For the duration of this Agreement, the Client (or any company of the Client's group of companies) shall not directly or indirectly;
  - i) solicit, canvas, employ, engage or utilise the services of the Consultant Company or the Consultant, or any other consultant, or employee from time to time engaged by SGI on any basis either temporarily or permanently; or
  - ii) introduce the Consultant Company or the Consultant to any other client of SGI.
- 8.3 In order to perform tasks of a similar nature to the Task or to compete with SGI in any way except with the prior written consent of SGI;
  - 1) Should the Client wish to employ the Consultant either during the Term or in the 12 months following this Agreement's termination, the Client shall pay SGI 30% of the Consultant's new annual guaranteed remuneration as a temp to perm conversion fee.
  - 2) If the Client is found to be in breach of this Clause 8, the Client shall be required to pay SGI a sum equivalent to 25% of the annualised Fees for performing the Task by way of liquidated damages.
  - 3) SGI will contract with the Consultant Company to ensure that the Consultant Company and the Consultant agree not to enter into any form of negotiations with the Client with the intention of competing with SGI in relation to matters relating to this Agreement.
  - 4) For the duration of this Agreement, the Client shall not directly or indirectly solicit, engage or employ any employee of SGI. This clause shall apply regardless of whether the employee approaches the Client directly themselves, and a fee of 30% of the SGI employee's annual basic salary will be due if this clause is breached.

### General



- 9.1 This Agreement and the Schedule constitutes the entire agreement between SGI and the Client for the supply of consultants and supersedes all previous communications and agreements.
- 9.2 This Agreement shall be governed by and construed in accordance with the laws of the Netherlands and the parties submit to the exclusive jurisdiction of the Dutch Courts.
- 9.3 No variation of these Terms and Conditions shall be valid unless agreed in writing by a Director of SGI, except that SGI reserves the right to reduce the Fees to take account of any additional costs SGI may incur in relation to this Agreement as a result of any change in law or regulation or in its interpretation or administration by the Dutch Courts or any regulatory authority (whether or not having the force of law) and to vary this Agreement in order to preserve the tax status of the Consultant Company and the Consultant set out in Clause 9 (4) below.
- 9.4 It is hereby declared that it is the intention of the parties that the Consultant Company shall have the status of an independent contractor and that the Consultant is and shall remain for the duration of this Agreement an employee of the Consultant Company and/or remains an independent contractor and accordingly the Consultant Company shall not be entitled to pass on the cost of any overtime, pension, bonus or other fringe benefits of the Consultant to SGI or the Client.
- 9.5 Both parties agree that neither SGI nor the Client is entitled to seek or to exercise any supervision, direction or control over the Consultant Company with regards the manner or performance of the Task.
- 9.6 The rights of the Client shall not be assigned without the prior written consent of SGI. SGI shall not be obliged to provide reasons for withholding consent.
- 9.7 Where for any reason the Client has not signed a copy of this Agreement the commencement of work by the Consultant Company shall constitute acceptance of these conditions.
- 9.8 No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.

