

AGREEMENT AND TERMS OF BUSINESS FOR THE SUPPLY OF ASSOCIATES

THIS AGREEMENT IS MADE BETWEEN RIG LOCUMS LIMITED

RIG Locums Limited, (hereinafter called "RIG"); a company incorporated whose registered office is at: Managed Suites, AMP House, Dingwall Rd, Croydon CR0 2LX

and

The Client, whose full name and address is detailed on the Assignment Schedule.

WHEREAS

- (A) RIG carries on the business of sourcing and supplying contractors ("Associates") to provide services to clients of RIG. The Client has instructed RIG to supply an Associate to provide certain services as required by the Client, ("**the Associate Services**") as specified in the relevant Assignment Letter.
- (B) RIG will supply an Associate to the Client to provide the Associate Services on the terms and subject to the conditions of this agreement ("**Agreement**").

1. DEFINITIONS

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

"Assignment" means the period during which the Associate supplies their services to the Client and any other terms all as detailed in the Assignment Letter.

"Assignment Letter" means the particulars of the Assignment to be performed by the Associate.

"Associate" means the individual or limited company engaged under a contract for services by RIG and introduced by RIG to the Client.

"Client" means the person, firm or corporate body together with any trading, subsidiary or associated Company as defined by the Companies Act 1985 to whom the Associate is Introduced.

"Engagement" means the engagement, employment or use of the Associate's services, directly by the Client or of any third party to whom they have been introduced by the Client on a permanent or temporary basis whether under a contract of service or for services, or through any other employment business or any other engagement and "Engage", "Engages" and "Engaged" shall be construed accordingly.

"Introduction" means (i) the Client's interview of an Associate in person or by telephone, following the Client's instruction to RIG to search for an Associate; or (ii) the passing to the Client of a curriculum vitae or other information which identifies the Associate; and which leads to an Engagement of that Associate by the Client or any third party to whom the Associate is introduced by the Client.

"Services" means the sourcing, introduction and supply of the Associate to the Client. In the event the Client wishes to engage the Associate for Associate Services, the detail of any such engagement shall be contained in the Assignment Letter issued by RIG.

2. THE AGREEMENT

- 2.1 In consideration of the charges paid by the Client to RIG as hereinafter provided, RIG will introduce to the Client the Associate for the purposes of providing Associate services during an Assignment.
- 2.2 These Terms constitute the entire agreement between RIG and the Client for the supply of the Associate by RIG to the Client and are deemed to be accepted by the Client by virtue of its request for interview with, or Engagement of the Associate. In the event of any conflict or inconsistency between these terms and conditions, and any terms and conditions set out in or referred to by the Assignment Letter, the terms and conditions set out in or referred to by the Assignment Letter shall take precedence (solely in respect of such conflict or inconsistency)
- 2.3 No variation or alteration to these Terms shall be valid unless approved by RIG in writing.
- 2.4 Unless otherwise agreed in writing by RIG, these Terms prevail over any terms of business or purchase conditions proffered by the Client.
- 2.5 The headings contained in these Terms are for convenience only and do not affect their interpretation.
- 2.6 Assignment Letters should be signed and returned to RIG within 7 days of the commencement of the Services. Failure to do so shall be deemed as acceptance by the Client of all the Terms in respect of such Assignment.
- 2.7 The Associate will perform such services for the Client as requested by the Client or its authorised agent, and which are briefly described in the Assignment Letter. The Services shall be performed at or from the Client Location as specified in the Assignment Letter, or at such other site as reasonably required by, or mutually agreed in writing with, the Client. In the event the Client and the Associate agree the services are to be provided away from the Client Location(s), the Client shall ensure it is satisfied that the Associate has adequate provision of office and communication facilities in order for the Associate services to be completed. The Associate shall be entitled to perform the Associate services from the Associate's office or place of business, provided this has been agreed in advance with the Client.
- 2.8 The Client acknowledges and accepts that the Associate is entitled to seek, apply for and accept contracts to supply services to other parties during the currency of the Assignment, provided this does not create any conflict of interest, or compromise the Associate's ability to deliver the Associate services to the Client's specification, or is otherwise in breach of its agreement with RIG.
- 2.9 The Associate shall be expected to exercise a degree of control as to the method of the performance of the Associate Services; however, RIG recognises that the Client shall reasonably expect certain work standards and methods, and undertakes to use all reasonable endeavours to procure that these are complied with by the Associate.
- 2.10 At the reasonable request of the Client, RIG shall procure that the Associate provides such tools and equipment as are necessary for the performance of the Associate services, whether away from the Client Location or otherwise.

- 2.11 It is the Client's responsibility to satisfy itself that each Associate has the necessary experience, qualification and skills to carry out an Assignment prior to its commencement. The Client undertakes to liaise with and give guidance to the Associate supplied under any Assignment sufficiently to ensure the Client's satisfaction in respect of the Associate services, but if in the reasonable opinion of the Client the Associate services can be shown to be unsatisfactory during the term of the Assignment, then the Client may request, in writing, the removal of the unsatisfactory Associate. The Client will be liable to pay for the full number of working hours or days completed by the unsatisfactory Associate up to the date of the said request.
- 2.12 In the event that the Client makes a request to remove the Associate, the Client gives RIG the right to provide a suitable replacement and RIG shall use all reasonable endeavours to provide a replacement acceptable to the Client with suitable experience and competence as soon as reasonably practicable, however if RIG shall be unable to provide a replacement within 14 days of proof of the unsatisfactory working of the original Associate, the Client may at its discretion terminate the Assignment forthwith.
- 2.13 Any Associate supplied under an Assignment will not be deemed to be unsatisfactory until RIG has received written confirmation from the Client detailing the specific areas which constitute the grounds for the Client's dissatisfaction.
- 2.14 RIG shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that an Associate supplied to the Client is unsuitable for the Assignment and upon agreement with the Client shall terminate the Assignment forthwith.
- 2.15 RIG shall from time to time be entitled to replace an Associate, provided the Client indicates that it is satisfied that the replacement has the necessary skill and experience and all necessary clearances and consents are obtained for such replacement. The Client further acknowledges and accepts that the Associate may propose a replacement to perform the services in substitution for the Associate, but that any such proposed substitute shall only be accepted if approved in writing by the Client.
- 2.16 Prior to the commencement of any Assignment the Client shall provide to RIG in writing full details of: (a) the intended duties of the Associate (to include details of the location of the work and the hours of work); (b) the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law, or by any professional body, for the Associate to possess in order to work in the position; and (c) any risks to health and safety known to the Client and any steps that may have been taken to prevent or control such risks. Similarly if the Associate has not opted out from the Conduct Regulations, RIG shall confirm to the Client the identity of the Associate, whether they have the experience, qualification and training required for the position and that they consent to take up the Assignment.
- 2.17 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Associate for the Associate to fill the Assignment.
- 2.18 Both parties agree to comply with the requirements of the Agency Workers Regulations 2010 ("Regulations"). Unless RIG supplies an Associate who is in business in their own account and is not under the supervision and direction of the Client, the Client shall provide to RIG details of all collective facilities, employment and working conditions provided to its own permanent employees performing the same or broadly similar role as the Associate, so that RIG may provide equal treatment to the Associate in accordance with the Regulations. The Client shall ensure that such information is accurate and complete. The Client agrees it is the Client's sole responsibility to provide the Associate access to collective facilities, internal vacancies and any other entitlements applicable from the first day of the Assignment, if the Regulations apply. In the event there is a change in the Client's employment and working conditions during the Assignment, the Client

undertakes to promptly inform RIG of any such changes and shall agree to any change to the charge rate arising from such changes.

- 2.19 If during the Assignment there is any statutory amendment to the Regulations, RIG reserves the right to amend the terms of this Agreement including charges where necessary, in order to ensure compliance with the Regulations.
- 2.20 The Client agrees to pay any additional fees in respect of annual leave, bonus or other payments to which an Associate may be entitled if they are within scope of the Regulations and not already covered by the fees stated in the Assignment Letter.
- 2.21 The Client also undertakes to inform RIG if the Associate has previously provided services to the Client via another employment business.
- 2.22 The Client shall indemnify RIG for any claim, costs, damages, awards, expenses incurred by RIG arising from the Client's breach of the Regulations.
- 2.23 Under "Off Payroll" legislation, i.e. Chapter 10 Part 2 of Income Tax (Earnings and Pensions) Act 2003 the Client or its end-user customer (if the Client/end-user customer is a public authority) is required to assess whether Off Payroll applies to the Assignment using HMRC's on-line Employment Status Service. The Client shall promptly (but no later than the time of entry into this Assignment) inform RIG of the outcome of the assessment. Any clarification requested by RIG on the assessment should be confirmed by the Client within 31 days from the request.
- 2.24 In the event the Client informs RIG that Off Payroll applies to the Assignment the Client acknowledges and agrees that RIG shall deduct sums in respect of PAYE Income Tax and National Insurance Contributions calculated in accordance with Off-Payroll prior to payment of the Supplier's invoice.
- 2.25 The Client will provide such timely, accurate, full and honest information as is required by RIG from time to time to comply with its Off Payroll obligations. Client will notify RIG immediately if there is evidence of change of Off Payroll status during the Assignment.
- 2.26 Any Supplier working on Assignment not in scope of Off Payroll will be treated by Client as in business on its own account and shall not be subject to its supervision, direction or control. The Client shall use its best endeavours not to integrate the Supplier into its workforce.
- 2.27 RIG is under a legal requirement to correctly apply statutory deductions to fees payable to the Supplier. In the event the Client fails to take reasonable care in its Off Payroll assessment or it informs RIG Off Payroll does not apply to the Assignment but HMRC claims the Assignment to be within Off Payroll, the Client shall indemnify RIG against any claims, costs, damages, expenses incurred by RIG in respect of such claims.

3. CHARGES

- 3.1 The Client agrees to pay the charges of RIG as stated in the Assignment Letter and as may be varied from time to time during the Assignment with the agreement of both parties. The charges are calculated according to the number of hours/days worked by the Associate and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable.
- 3.2 The charges are invoiced to the Client on a weekly basis and are payable within 7 days. RIG reserves the right to charge interest on any overdue amounts at the rate of 8% per annum over the base rate of Barclays Bank, from the due date until the date of payment. In addition, the Client shall

reimburse RIG for any expenses reasonably incurred by RIG in the collection of such overdue payments.

- 3.3 All charges are stated exclusive of VAT which will be added at the prevailing rate.
- 3.4 The Client will not be charged when services are not provided due to illness or holidays. The Client will be liable to pay charges with respect to the Assignment even if it does not require services to be provided.
- 3.5 Unless otherwise agreed in writing, any expenses incurred by the Associate which are authorised by the Client, will be subject to a 25% mark up. In the event the Client authorises any other payment (excluding the hourly, daily, or premium rates,) such payments will also be subject to a 25% mark up.
- 3.6 The Client agrees to strictly make payment to RIG in accordance with these terms. The Client agrees it shall not request a third party to make payment to RIG or request RIG to enter into an agreement with that third party for the purposes of receiving payment under this Agreement.

4. TIME SHEETS

- 4.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Client shall approve RIG's time sheet by signing the timesheet or other agreed method of time recording, (e.g. online approval, or Data Exchange) verifying the number of hours and work of the Associate during that week and once the Client has approved the time claimed, RIG shall pay the Associate for its services. If the Client requires RIG to authorise a timesheet, the Client shall forward an email to its RIG contact giving RIG the authority to sign the timesheet. Such authority shall be regarded by the parties as the Client's approval of the timesheet.
- 4.2 Approval of time by the Client indicates satisfaction with the Associate services provided by the Associate and confirmation of the number of hours/days worked. Failure to approve the time does not absolve the Client's obligation to pay the charges in respect of the hours worked.
- 4.3 If the Client has not for any reason approved the time claim produced for authentication by the Associate, the Client shall inform RIG as soon as is reasonably practicable if the reason for the lack of approval is because the Client disputes the hours/days worked, and the Client shall co-operate fully and in a timely fashion with RIG to enable RIG to establish what hours, if any, were worked by the Associate. Failure to approve such time claim without written and justifiable reasons being supplied to RIG, shall not alter the Client's liability to pay for the Services provided. The Client shall not be entitled to decline approval on the basis that he is dissatisfied with the work performed by the Associate. In cases of unsuitable work the Client should apply the provisions of Clause 2.11 above.
- 4.4 There are no rebates payable in respect of RIG's Fees.

5 REMUNERATION

- 5.1 RIG shall be responsible for payment to the Associate and where applicable responsible for the deduction of PAYE taxes in respect of the supply of the Associate to the Client.

6 INTRODUCTION FEES

- 6.1 In the event the Client at any time within fourteen (14) weeks from the commencement of the relevant Assignment or within eight (8) weeks from the expiry or termination of the relevant

Assignment (whichever is the later) engage, employ, utilise the services of or introduce to another business, either temporarily or permanently, directly or indirectly, any Associate supplied under this Agreement then Client shall pay to RIG a sum equivalent to 25% of the annualised fees shown on the relevant Assignment Letter.

6.1.1 As an alternative to payment of the sum stated in Clause 6.1 above, upon the expiry of an Assignment, Client shall have the option, to elect to engage the relevant Associate under an extension Assignment for a minimum period of not less than six (6) months. Provided that:

(i) Client gives RIG written notice, clearly stating that it is exercising its option to extend the Associate's Assignment as an alternative to paying a transfer fee, before the date that the 6-month extension Assignment becomes effective; AND

(ii) upon the successful completion of the full term of that 6-month extension Assignment;

the Client shall then be entitled to engage, employ, utilise the services of or introduce to another employer, either temporarily or permanently, directly or indirectly, that Associate without payment of any further fees in respect of that Associate.

6.2 Where the Associate has been Introduced but not supplied to the Client, and the Client Engages the Associate either directly or through another employment business, within 6 months of the Introduction, or the Client Introduces the Associate to a third party and such Introduction results in an Engagement of the Associate by the third party either directly or through another employment business within 6 months from the date of Introduction by the Client to the third party, then a fee of 25% of the annual salary or annualised fees payable to the Associate, shall be paid to RIG.

- 6.3 Where clause 6.2 applies in respect of the Client Engaging the Associate, if the Client wishes to avoid payment of the Introduction fee the Client must engage the Associate through RIG for a minimum period of 26 weeks. During such time RIG shall supply the Associate and the Client shall pay the charges as agreed for the Assignment. If RIG is unable to supply the Associate for any reason outside its' control for the whole or any part of the period, but the Associate continues to work for the Client, the Client shall pay a fee of 25%, less any charges during the period worked by the Associate. If the Client fails to give notice before the Associate is Engaged the parties agree that the Client shall pay the Introduction Fee in full.
- 6.4 No refund of any Introduction Fee or Transfer Fee will be paid in the event that the Engagement subsequently terminates.

7. LIABILITY

- 7.1 Whilst reasonable effort is made by RIG to ensure the qualifications, and experience of the Associate by providing them in accordance with the Client's requirements, RIG shall not be liable for any loss, expense, damage or delay arising from any failure to provide any Associate for all or part of the period of an Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Associate.
- 7.1.1 RIG's total liability to the Client, other than for death or personal injury caused by RIG's negligence or for fraud (liability for which is not excluded or limited), for any losses costs expenses or damages under this contract and/or in relation to the provision of Services during an Assignment shall be limited to the total fees paid or payable by the Client to RIG in relation to the specific Assignment to which the claim relates. Under no circumstances shall RIG have any liability to the Client for loss of profit, loss of revenue, loss of goodwill, loss of anticipated savings or bargain, loss or corruption of data or software, or for any indirect, special or consequential losses
- 7.1.2 RIG shall hold adequate Employers Liability, Public Liability and Professional Indemnity in respect of the Services. The Client undertakes to also hold such insurance cover.

8 TERMINATION

- 8.1 Save for the sub-clauses below, all Assignments are for a fixed term, unless otherwise stated in the Assignment Schedule.
- 8.1.1 Save for the bona fide purpose of solvent reconstruction or amalgamation, if any action, application or proceeding is taken in respect of either party for (i) a voluntary arrangement or composition or reconstruction of its debts; (ii) the presentation of an administration petition; (iii) its winding-up or dissolution; (iv) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer or (v) any similar action, application or proceeding in any jurisdiction to which it is subject or if it is unable to pay its debts, the other party may without prejudice to any of its other rights, terminate an Assignment forthwith by notice in writing.
- 8.1.2 Either party may terminate this contract forthwith without notice, should the other party be materially in breach of its terms or commit any other breach, not being material and fail to put right such breach, if such breach can be remedied within 30 days of the date of a written notice to put it right. The Client may terminate an Assignment forthwith without notice in the event the Associate's fitness to practice is impaired, or the Associate is incompetent or unsuitable in any reasonable way.

8.1.3 At the end of the initial Assignment, the Client shall be under no obligation whatsoever to offer further work to the Associate and the Associate shall be under no obligation whatsoever to accept any further work, if offered.

8.1.4 RIG will endeavor to ensure the Supplier will complete the term of the Assignment.

9 FORCE MAJEURE

9.1 An Assignment may be suspended by RIG at its option, if RIG is unable to commence, continue or completely perform its obligations hereunder by reason (whether in the United Kingdom or elsewhere) of force majeure including, without limitation, fire, flood, aircraft damage, explosion, electrical failure, strikes, lock-outs, riots, civil commotion or state of national emergency, British Government action or any cause whatsoever (whether or not of a similar nature to the foregoing) which is not reasonably within RIG's control, provided that notice is promptly given to the Client of suspension and stating the event relied upon. In the event that a period of force majeure continues for a period in excess of 30 days then the Assignment to which the force majeure event applies may be terminated forthwith upon mutual agreement of the parties.

10 GENERAL

10.1 The Client shall inform RIG and the Associate prior to the commencement of a week if they require or may require the services of the Associate for more than 48 hours in that week.

10.2 Each party agrees that it shall maintain as confidential all information of a confidential or commercially sensitive nature that it obtains from the other party and shall use such information solely to fulfil its obligations under this contract or as may be required by law. RIG shall at the request of the Client endeavour to procure that the Associate signs such confidentiality undertakings in favour of the Client as it may reasonably require.

10.3 On payment of monies owed to RIG in relation to the Assignment, the ownership of all copyright and other intellectual property rights created during the Assignment shall vest in the Client by way of future assignment.

10.4 RIG shall not be liable for any failure to fulfil its obligations where such failure is due to circumstances beyond its reasonable control.

10.5 Both parties agree that this contract shall not be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999 and this contract can be rescinded or varied by agreement between the parties without the consent of any such third party.

10.6 RIG confirms to the Client that in entering into this contract it does so in its capacity as an employment business.

10.7 Any notice required to be given hereunder shall be sent by either (i) pre-paid first class post (ii) registered post (iii) recorded delivery post (iv) facsimile transmission (v) e-mail transmission. Notice served by post under methods (i), (ii) or (iii) shall be sent to the party to whom it is addressed at their last known address or place of business and shall be deemed to be served on the day following or if that day be a Sunday the second day following that upon which it shall be shown to have been posted. Notice served by facsimile or e-mail transmission under methods (iv) and (v) shall be sent to the party to whom it is addressed at their last known facsimile number or e-mail address respectively, and shall be deemed to be served on the same day unless it can be shown that the facsimile or email transmission did not successfully reach its intended destination.

- 10.8 Neither party shall, without the prior written consent of the other (such consent not to be unreasonably withheld), assign or transfer its rights and obligations under these Terms save that RIG shall be entitled to assign its rights and obligations under these Terms to any of its subsidiary companies within the RIG Group or to any purchaser of the whole or a substantial part of its business.
- 10.9 If any provision of these Terms is held not to be valid but would be valid if part of the wording were deleted or amended, then such provision shall apply with such deletions/amendments as may be necessary to make it valid. If any of the provisions in these Terms are held not to be valid the remaining provisions of these Terms shall remain in full force and effect.
- 10.10 Should either party fail or delay to exercise any right or remedy, or part of a right or remedy under these Terms, it will not waive that right or remedy or the further exercise of that right or remedy, or the exercise of any other right or remedy, against the other party.
- 10.11 The Client undertakes not to request the supply of an Associate to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Client to perform the duties of a person on strike or taking official industrial action.
- 10.12 The Client acknowledges that the Associate, if a limited company and also the individual supplied by the Associate may elect to opt out of the Conduct Regulations and if they have elected to so opt out, this shall be indicated on the Assignment Letter.
- 10.13 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Associate to fill the Assignment.
- 10.14 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between RIG 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.
- 10.15 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa
- 10.16 Both parties shall comply with the provisions of the Bribery Act 2010.

11 LAW

- 11.1 These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts in England and Wales.