

## 1. General

1.1 These Terms and Conditions ("Terms") shall form part of the Contract between

(the "Client") and **Conexia Limited trading as Peregrine** ("the Supplier") for the provision of the services set out in the Assignment unless otherwise agreed in writing by the Supplier. The Assignment means the written proposal or engagement letter issued by the Supplier and the Client's acceptance thereof. The Contract shall comprise the Assignment, these Terms, and any amendments thereto. All amendments to the Contract must be in writing and signed by or on behalf of the Client and the Supplier.

1.2 To the extent of any conflict between these Terms and any provision contained in the Assignment these Terms shall prevail.

1.3 Neither party may assign the Contract in whole or in part without the prior written consent of the other party.

1.4 The Client acknowledges that the Supplier may determine the manner in which its services are provided so long as they are provided in a manner that is consistent with the Assignment.

1.5 The Client undertakes:

(a) to provide the Supplier and its employees and sub-contractors with all necessary information, support and co-operation that may reasonably be required to enable the Supplier to carry out this Assignment;

(b) to provide at no charge to the Supplier adequate office accommodation, a secure work space, telephone services and other facilities including access to the applicable equipment and systems of the Client to enable the employees and sub-contractors of the Supplier to perform the Assignment and any other obligations of the Supplier under this Contract that need to be performed on site and further to allow full access to the areas in which the same are to be performed; and

(c) to take all reasonable steps to ensure the health and safety of the Supplier's employees and sub-contractors while they are at the Client's site.

1.6 This Contract represents the entire understanding and constitutes the whole agreement between the parties in relation to its subject matter and the parties agree that there are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Contract except as specifically set forth herein and none of the parties has relied or is relying on any other information, discussion or understanding in entering into and completing the transactions contemplated in this Contract.

1.7 These Terms shall apply to the exclusion of any other terms and conditions on any order form or other document under which the Client accepts the Assignment. Furthermore the Client acknowledges that any work undertaken by the Supplier in relation to the Assignment shall be deemed only to be in accordance with the terms of the Assignment and these Terms unless the parties have specifically otherwise agreed in writing.

## 2. Fees, Expenses and Payments

2.1 Fees, which are quoted exclusive of VAT, will be charged on the basis set out in the Assignment. Fees will be invoiced at monthly

intervals in arrears, or at the completion of the assignment if it is less than one month and are payable within 28 days of date of invoice.

2.2 The Supplier reserves the right to charge interest on any overdue sums, as well after as before any judgment, at the rate of 2% above the base rate of Barclays Bank from time to time and varying accordingly from the due date until payment.

2.3 The Supplier's rates are subject to review on a six monthly basis (1 January and 1 July) and fees will be charged on the basis of rates from time to time current during the performance of the Assignment.

2.4 Statements by the Supplier as to the total work time or total charges that may be involved in fulfilling the Assignment are supplied as estimates only and whilst all reasonable efforts are made to ensure their accuracy no liability will be accepted in respect thereof.

2.5 Any work carried out by any individual employee or sub-contractor on Saturdays, or weekdays in excess of forty hours in any one week, will be charged at one and a half times the equivalent hourly rate of the rates quoted. Sundays and bank holidays will be charged at two times the equivalent hourly rate of the rates quoted. No such work will be undertaken without the Client's prior agreement.

2.6 The Client shall reimburse the Supplier for all out of pocket expenses incurred in connection with the Assignment including travel, accommodation and subsistence and other expenses together with VAT.

2.7 Where, as a result of any change of law, any new or amended VAT ruling or determination, any new or altered practice, concession or interpretation of HMRC or any court or tribunal decision (which events shall be referred to individually or collectively as a **Change of Law**), the Supplier (or any Representative Member) suffers any restriction or reduction in the amount of input VAT wholly or partly attributable to the provision of the services in respect of which it is entitled to credit or repayment the parties will meet to discuss, in good faith any proposed change in the amount of the fees.

## 3. Confidentiality and Data Protection

3.1 Both parties hereto undertake to treat as confidential any information obtained during the course of the Contract and for a period of one year thereafter regarding the other's business activities provided that such information is not publicly known, other than by breach of this Clause, during such period.

3.2 The parties shall comply with the provisions of Schedule 1 (Data Protection Schedule).

## 4. Publicity

Neither party shall make any press announcement or publicise this Contract without the prior written consent of the other party, save that the Supplier shall be entitled to refer to the Client in its general marketing, publicity and case study materials.

## 5. Intellectual Property Rights

5.1 All intellectual property rights of whatsoever nature and including without limitation any copyright in reports, documents, data, specifications, programs, manuals, descriptions, drawings, designs, technical descriptions and information relating to any

computer software programs and associated documents or any other material, whether written or machine readable, which is developed under the Contract by or on behalf of the Supplier singly or by or on behalf of both parties jointly, shall be and become vested solely in and are hereby assigned to the Client.

5.2 The Client hereby grants a non-exclusive irrevocable licence to the Supplier to use the items in which the Client has intellectual property rights referred to in clause 5.1 and all know-how developed by the Supplier in connection therewith for its own internal business purposes but not further or otherwise.

5.3 The Client warrants that any design or instructions furnished or given by the Client to the Supplier for the purpose of the Contract shall not cause the Supplier to infringe any intellectual or industrial property rights, including without limitation any copyright, patent or registered design, in the performance of the Contract and, to the extent that the Supplier shall so infringe, the Client shall indemnify the Supplier in full against all costs, charges, claims and expenses incurred directly or indirectly as a result of such infringement.

## 6. Liability

6.1 The Supplier shall accept liability for any loss or damage sustained by the Client as a direct result of any material breach, or negligence in the performance or, the contract by the Supplier provided that such liability: i) shall not extend to any economic, special or consequential loss; ii) shall not extend to any loss or damage sustained by any third party in connection with the contract; iii) shall be limited to payment of damages not exceeding the invoiced value of services provided under the contract in question. Client shall have day to day control, direction and supervision of the Personnel's activities and accepts all liability in relation to the acts and/or omissions of the Personnel.

6.2 This document constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all previous agreements with respect thereto.

## 7. Indemnity

The Client shall fully indemnify and keep the Supplier indemnified against all claims, actions, costs, expenses, (including court costs and fees) or other liabilities arising out of or incidental to the due performance of the contract by the Supplier, including but not limited to breach or infringement of any third party intellectual property rights where the Client has held itself out to be owner or licensee of such rights.

## 8. Personnel

8.1 The Supplier expects to be able to maintain continuity of personnel over the course of the Contract. However, when necessary, the Supplier shall as soon as is reasonably practicable use its reasonable endeavours to substitute consultants with equivalent experience or skills.

8.2 Each party undertakes that it shall not, without the other's prior written consent either during or within six months after the termination or expiry of this Contract, engage, employ or otherwise solicit for employment any person who during the relevant period was an employee or sub-contractor for the other engaged in operating or providing services under or administering, supervising or orchestrating the fulfilment of this Contract.

8.3 The Supplier acknowledges that the Client has the right in the interests of security to exclude any person including any employee servant or agent of the Supplier from the Clients premises. The decision as to whether or not a particular employee, servant or agent of the Supplier shall be so excluded shall be taken at the sole discretion of the Client.

## 9. TUPE

It is not the intention of the parties that the Transfer of Undertakings (Protection of Employment) Regulation 2006 (SI 2006/246) ("the Regulations") shall operate so as to transfer the employment of any personnel from one party to the other as a result of the commencement, termination or expiry of this Assignment. In the event that the Regulations do apply so as transfer the employment of any personnel from one party ("the Indemnifying Party") to the other party ("the Indemnified Party") then the following provisions shall apply:

- (a) Subject to Clauses (b) & (c) below the Indemnifying Party shall indemnify and keep indemnified the Indemnified Party against all liabilities (other than those liabilities arising from the negligent acts or omissions of the Indemnified Party) arising from any transfer or deemed or alleged transfer by operation of law (including the Regulations) of the contract of employment of any personnel as a result of or in connection with any commencement, termination or expiry of the Assignment ("Relevant Transfer").
- (b) Where such Relevant Transfer takes places, the Indemnified Party shall notify the Indemnifying Party within seven (7) days of becoming aware of such Relevant Transfer and the Indemnified Party shall first provide the Indemnifying Party with an opportunity to make the personnel an offer of employment or take such other steps to affect a withdrawal of such claim. If within 14 days of the notice the personnel have either rejected the offer of employment or failed to withdraw such claim, then the Indemnified Party may terminate the employment of the personnel and the Indemnifying Party shall indemnify the Indemnified Party against all liabilities arising out of such termination (including any statutory redundancy payments).
- (c) In the event that the Indemnified Party fails to takes such steps as set out in clause 9 (b) above, then the Indemnifying Party's liability under the indemnity set out in clause 9 (a) shall be limited to those liabilities incurred by the Indemnified Party as a result of any claims arising out of or in connection with the personnel's employment with the Indemnifying Party.

## 10. Termination

10.1 The Client may at any time terminate the Contract by giving the Supplier not less than 30 days prior written notice.

10.2 The Supplier shall have the right by giving notice in writing to the Client to terminate the Contract forthwith and at any time if the Client commits any breach of the Contract or if any sum payable under the Contract or any other sum due from the Client is in arrears and unpaid for a period of 28 days after it shall become due.



10.3 Early termination of this Contract shall be without prejudice to any other rights or remedies a terminating party may be entitled to exercise in law and shall not affect any accrued rights or liabilities of either party nor any provision that is expressly or by implication intended to come into or continue in force on or after such termination.

**11. Invalidity**

If any provision of this Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

**12. Force Majeure**

Neither party shall be liable for any breach of its obligations under this contract resulting from causes beyond their reasonable control including but not limited to Acts of God, Act of Parliament, a public enemy, fires, floods, explosions, or other catastrophes, epidemics, quarantines, restrictions or delays due to such cause or causes ("Force Majeure").

**13. Governing Law, Jurisdiction and Disputes**

13.1 The Contract and any non-contractual obligations arising out of or in connection with this Contract shall be governed by and construed in accordance with the laws of England and the parties accept the non-exclusive jurisdiction of the English Courts to which they mutually agree to submit.

13.2 The Client and the Supplier shall meet to discuss and endeavour to resolve any matter that is not specifically provided for in this Contract but requires a decision and any difference, dispute or disagreement (a "Dispute") that may arise between the parties. If the parties are unable to resolve any such matters they shall reconvene for a further discussion within 72 hours of the previous meeting. If the parties are still unable to resolve any such matters at the reconvened meeting then the matters shall be referred to the Managing Directors of the Client and of the Supplier for a decision. If notwithstanding the above any Dispute cannot be resolved between the parties they will attempt in good faith to

resolve the Dispute through an alternative dispute resolution (an "ADR") procedure as recommended to the parties by the Centre for Dispute Resolution. If the matter has not been resolved by an ADR procedure within 60 days of the initiation of such procedure, the Dispute shall be settled by the English Courts as above.



## SCHEDULE 1

### Data Protection Schedule

The following terms and expressions used in this Schedule 1 have the meanings set out below.

**"Applicable Law"** means any laws, regulations, decisions, regulatory constraints, obligations or rules (including codes of conduct and statements of principle incorporated and contained in such rules) wherever in the world that are applicable to the existence or operation of this Agreement or the provision of, and payment for, the engagement from time to time;

**"Supplier's Privacy Notice"** means the notice available at the following URL: <https://www.conexiahr.com/privacy>, as may be updated from time to time;

**"Supplier Purposes"** is defined in Clause **Error! Reference source not found.**;

**"Client Purposes"** is defined in Clause **Error! Reference source not found.**;

**"Data Protection Legislation"** means the following legislation to the extent applicable from time to time: (a) national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC); (b) the EU GDPR and any national law issued under that regulation; (c) the UK GDPR, Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive) Regulations 2003; and (d) any laws or regulations that replace or supersede the legislation referred to in (a) to (c) from time to time;

**"Disclosing Party"** in relation to either party, means the party (or any of its affiliates, agents, processors or sub-contractors) disclosing the Personal Data to the other party under or in connection with this Agreement;

**"Data Subject"** has the meaning given to it in the Data Protection Legislation;

**"EU GDPR"** means the General Data Protection Regulation (2016/679);

**"Personal Data"** means any personal data (as such term is defined in Data Protection Legislation) disclosed to the Receiving Party by or on behalf of the Disclosing Party under or in connection with this Agreement;

**"Receiving Party"** in relation to either party, means the party receiving the Personal Data from the other party under or in connection with this Agreement and

**"UK GDPR"** has the meaning given to it in section 3(10) of the Data Protection Act 2018.

#### 1 Data Protection

##### 1.1 Party Roles

Each party acknowledges that it acts as a controller (independently of each other, and not jointly or in common) in relation to its processing of Personal Data under this Agreement.

##### 1.2 Compliance with Data Protection Legislation

Each party shall comply with Data Protection Legislation when processing Personal Data under this Agreement.

##### 1.3 Categories of Personal Data

The Parties acknowledge that the Receiving Party will receive the following categories of Personal Data from the Disclosing Party;

###### 1.3.1 As following, but not limited to:

Full name, Workplace address, Workplace Phone Number, Workplace email address, Names, Job Title, Compensation, Tenure Information, Qualifications or Certifications, Nationality, Education & training history, Previous work history, Personal Interests, References and referee details, Driving license details, National insurance number, Job title or role, Job application details, Start date, End date & reason for termination, Contract type, Compensation data, details of physical and psychological health or medical condition

##### 1.4 Obligations of the Disclosing Party

###### 1.4.1 The Disclosing Party shall:

- (i) promptly notify the Receiving Party in writing if it becomes aware that Personal Data in excess of what is reasonably required for the Receiving Party Purposes have been disclosed to the Receiving Party (and such notice shall include a reasonably detailed description of the relevant Personal Data disclosed and the reasons that the Disclosing Party believes such Personal Data is excessive in relation to the Receiving Party Purposes);
- (ii) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data received from the Receiving Party and against accidental loss or destruction of, or damage to, the Personal Data; and



- (iii) use (and/or ensure that its agents, processors or sub-contractors use, as applicable) secure methods of communication to exchange Personal Data with the Receiving Party.

**1.4.2** The Disclosing Party warrants that so far as it is aware (having made reasonable enquiries), all Personal Data disclosed to the Supplier is accurate and complete in all materials respects.

**1.4.3** If the Disclosing Party becomes aware that any Personal Data disclosed to the Receiving Party is out of date or inaccurate, it shall promptly:

- (i) notify the Receiving Party; and
- (ii) provide details of the inaccuracy and, where applicable, the necessary correction or update to be made to such Personal Data.

## **1.5 Obligations of the Receiving Party**

**1.5.1** The Receiving Party shall:

- (i) only process Personal Data received from the Disclosing Party for the applicable Purpose(s); and
- (ii) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data received from the Disclosing Party and against accidental loss or destruction of, or damage to, the Personal Data;

**1.5.2** The Receiving Party shall not:

- (i) subject to Clause 1.5.3, disclose the Personal Data received from the Disclosing Party to any third parties, without the prior written consent of the Disclosing Party; or
- (ii) make any Restricted International Transfer of Personal Data unless it has:
  - (a) an appropriate lawful basis for such Restricted International Transfer of Personal Data; and
  - (b) put in place appropriate safeguards to ensure compliance with Data Protection Legislation.

**1.5.3** In relation to the Personal Data disclosed by the Client to the Supplier, the Client hereby consents to the Supplier's disclosing the Personal Data to:

- (i) any of the Supplier's Affiliates, agents, processors or sub-contractors to whom the Supplier determines disclosure of the Personal Data is reasonably necessary for the Supplier Purposes; and
- (ii) any third parties where the disclosure is required by Applicable Law.

## **1.6 Privacy Notices**

Client shall (or shall procure that its agent(s) or subcontractor(s) shall) make a copy of Supplier's Privacy Notice available to the Data Subjects whose Personal Data will be disclosed to the Supplier, in advance of such disclosure.

## Appendix – Service Description and Processing Activities

| Description of Authorised Processing   | Details  |
|--|--|
| Description of services (or reference to agreement under which the services are being delivered) | <p>The Supplier will supply a Future Talent Consultant or Specialist Talent Consultant from their available resources, either a Business Analyst, Software Developer or Test Analyst. The consultant will be supplied on a time and materials daily rate basis. The Future Talent Consultant and Specialist Talent Consultants are supplied through the agreed Future Talent Consultant Terms of Business.</p>   |
| Type of Personal Data  | <p>The Supplier will supply the client with the name and role title of each available Future Talent Consultant or Specialist Talent Consultant.</p> <p>Other personal information may be transferred such as:</p> <ul style="list-style-type: none"> <li>- contact information (home address, personal phone number/s as well as email address and emergency contact information), date of birth, age, government identification numbers, citizenship, residency, passport details, driving license, vehicle license plate number, visa information, marital status, dependents, gender, visual images, competencies, and other data collection permitted or required by local law.</li> <li>- Employment status: such as full-time, part-time, active, leave of absence and employment termination data, project allocation.</li> <li>- Compensation information: such as base salary and statutory or contractual benefits, annual salary, pay scale and range, type of employee, average hours worked, incentive information, equity and other compensation program participation and salary history, company car details, insurance/s, performance bands.</li> <li>- Background information: such as existence of a criminal record or history or unlawful or objectionable behavior (not the criminal record itself), previous residence/s, educational, training and employment background, and other background information commonly used for security screenings where applicable</li> </ul> |
| Categories of Data Subject   | <p>Staff (including volunteers, agents, and temporary workers). Future Talent Consultants or Specialist Talent Consultants are Supplier employees, they are under an Employment contract with the Supplier.</p> <p>Employees and workers (full-time, part-time, seconded employees of third parties)</p> <p>Job applicants</p> <p>Interns and trainees</p> <p>Contractors</p> <p>Consultants</p>   |



|                                       |   |
|---------------------------------------|---|
| Subject matter of the processing      | Personal information related to the Future Talent Consultant or Specialist Talent Consultant for the purpose of a placement for an agreed period of time.   |
| Nature and purposes of the processing | <p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p> <p>The purpose might include but is not limited to: employment processing, statutory obligation, recruitment assessment.</p> |
| Duration of the processing            | Data will be processed for the duration of the assignment with the client.  |
| Retention of Personal Data            | Any data concerning the Future Talent Consultant or Specialist Talent Consultant should be returned to the Supplier by secure file transfer and deleted by the Data Processor after cessation of the services.  |