

## Terms and Conditions

The Supplier's specific terms and conditions are as follows;

### Non-Solicitation

During the term of the contractual arrangement and for six months following termination, neither FDM nor the client shall employ directly or indirectly (through third parties or otherwise), or contract for the same purposes, any personnel of the other party involved in providing the services. If either party breaches this clause, then it shall pay to the other party a liquidated damages sum of £50,000 in recognition of the damages and disruption that such breach would cause to the efficient conduct of the affected party's business.

### Staff Transfer Eligibility and Transition Fees

Clients may employ FDM employed consultants ("Employed Consultants") without being considered in breach of the non-solicitation restrictions provided that the Employed Consultant has been on assignment with the client for a period of not less than 24 months. Where this provision has been met FDM shall waive its right to the liquidated damages fee set out in the non-solicitation clause.

### Overtime Rates and Working Hours

FDM recognises the demands of delivering professional IT services and therefore allows working hours to be flexibly arranged. While the standard office hours are 09:00–17:00, Monday to Friday, consultants may start up to two hours earlier or finish up to two hours later, within the extended window of 07:00–19:00, at no additional cost, provided the total working time still equals an 8-hour day.

Daily Rates for FDM Employed Consultants are based on an 8-hour working day. Any time worked beyond eight hours will be billed as overtime. Overtime is charged at a pro-rata hourly rate on weekdays, with a 25% uplift for weekend hours and a 50% uplift for bank holiday hours.