

TERMS OF BUSINESS FOR THE SUPPLY OF CONTRACTORS

NP GROUP agrees to provide and the Client agrees to engage the services of NP GROUP acting as an employment business as defined by section 13(3) of the Employment Agencies Act 1973 (as amended), on the terms and conditions set out herein.

1. DEFINITIONS

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

- “Assignment”** means the period during which a Contractor is supplied by NP GROUP to render services to the Client or any other person, firm or company nominated by the Client pursuant to a contract for services between the Contractor and NP GROUP.
- “AWR”** means the Agency Workers Regulations 2010, the Agency Workers Directive 2008/104/EC (AWD) and any legislation in the jurisdiction in which the Assignment takes place which implements the AWD.
- “Client”** means the person, firm or corporate body (together with any subsidiary or associated company of the Client as defined by s.1159 of the Companies Act 2006 and s.416 of the Income and Corporation Taxes Act 1988 respectively) to whom a Contractor is Introduced or supplied for an Assignment.
- “Contractor”** means any person Introduced by NP GROUP to the Client, whether or not previously known to the Client. The term “Contractor” shall include any officer, employee or other representative of the Contractor where the Contractor is a limited company.
- “Engagement”** means the engagement, employment or use of a Contractor other than for an Assignment on a permanent or temporary basis whether (i) under a contract of service or for services; (ii) under an agency, licence, franchise or partnership arrangement; or (iii) any other arrangement directly or through a limited company of which the Contractor is an officer, employee or representative and “Engaged” and “Engages” shall be construed accordingly.
- “Introduction”** means the passing to the Client by whatever means of a curriculum vitae or information which identifies a Contractor, including interviews and “Introduced” or “Introduces” shall be construed accordingly.
- “NP GROUP”** means Networking People (UK) Limited a company incorporated in England & Wales (registration number 03535327) of 2 Old Street Yard, London EC1Y 8AF and NP GROUP Companies.
- “Regulations”** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- “Relevant Period”** means either a period of either 14 weeks from the commencement of an Assignment, or 8 weeks from the last day of an Assignment, whichever period ends the later, in accordance with regulation 10(5) of the Regulations. For the purposes of this definition, a new Assignment begins where there has been a break of 42 days since the end of the last Assignment, or no previous Assignment.

- “Remuneration”** means the gross annual taxable emoluments payable to or receivable by the Contractor and includes base salary or fees, guaranteed and/or anticipated 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 a Contractor as a result of an Engagement. Where a company car is provided, a notional amount of £10,000 will be added to the salary in order to calculate NP GROUP’s fee unless stated otherwise
- “Third Party”** means any person, firm or company who is not the Client and includes but is not limited to subsidiary and associated companies of the Client (as defined by s.1159 of the Companies Act 2006 and s.416 of the Income and Corporation Taxes Act 1988 respectively).
- “Third Party Introduction”** means the passing to a Third Party by the Client (or by anyone acting at the Client’s direction), by whatever means, of any information which has been supplied to the Client by NP GROUP and which identifies a Candidate.
- “Data Controller”** means (i) "data controller" in the Data Protection Act 1998 in respect of processing undertaken on or before 24 May 2018; and (ii) "controller" in accordance with the General Data Protection Regulation (EU) 2016/679 in respect of processing undertaken on or after 25 May 2018;
- “Data Protection Legislation”** means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation,(a) the Data Protection Act 1998; (b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy resulting from the United Kingdom leaving the European Union;
- “Personal Data”** means as set out in, and will be interpreted in accordance with Data Protection Legislation;
- “Personal Data Breach”** means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Candidate and, where applicable, to any Representative;
- “Process”** means as set out in, and will be interpreted in accordance with Data Protection Legislation and “Processed” and “Processing” will be construed accordingly

- 1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.
- 1.4 Any reference to legislation, statute, act or regulation shall include any revisions, re-enactments or amendments that may be made from time to time.

2. THE CONTRACT

- 2.1 These Terms and any Assignment Schedule constitute the contract between NP GROUP and the Client for the supply of Contractors. These Terms are accepted by the Client upon signature and return by the Client to NP GROUP, or in the event that the Client fails to sign and return the Terms, are deemed to be accepted by the Client upon the Client's continuing instructions (by whatever means) to NP GROUP following the Client's receipt of these Terms including but not limited to the earlier of (i) the Client's request that NP GROUP supply a Contractor; (ii) the Introduction of a Contractor; (iii) the Client's interview of a Contractor (whether in person or by telephone or otherwise); (iv) the Client's continuing instructions (by whatever means) in relation to a Contractor; or (v) any contact between the Client and a Contractor; or (vi) the Assignment or Engagement of a Contractor; or (vii) a Third Party Introduction. For the avoidance of doubt, these Terms apply whether or not the Contractor commences an Assignment or is Engaged by the Client or any Third Party for the same type of work as that for which the Introduction was originally effected.
- 2.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of NP GROUP, 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 agreed between NP GROUP and the Client.
- 2.4 For the avoidance of doubt, the Contractor is not and will not become an employee of NP GROUP. NP GROUP supplies Contractors pursuant to contracts for services. Each Contractor is self-employed.

3. OBLIGATIONS OF NP GROUP

- 3.1 Where NP GROUP and Client have agreed that NP GROUP will supply Client with the services of a particular Candidate, NP GROUP will give Client a Contractor Schedule confirming the name of Contractor and Representative, the agreed pay rates/fees, duration of Assignment, description of the Services, notice periods and any other relevant details communicated and agreed between the parties.
- 3.2 NP GROUP will notify the Client of any agreement, in accordance with regulation 32(9) of the Regulations, between a Contractor, being a corporate body, and any person supplied by that corporate Contractor to work on the Assignment, to opt out of the Regulations.
- 3.3 NP GROUP shall use reasonable endeavours to:

- 3.3.1 introduce Contractors to the Client who meet the Client's stated requirements;
- 3.3.2 ensure that the Contractor enters into an agreement which contains an obligation on the Contractor to assign to the Client the Contractor's 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 devices or processes provided or created by the Contractor during the Assignment;
- 3.3.3 ensure that the Contractor enters into an agreement which contains an obligation on the Contractor to keep confidential all confidential information of the Client obtained during the Assignment. For the purposes of this clause, confidential information is confidential if it is clearly marked confidential or if the Client states it is confidential clearly in writing to the Contractor.

4. INFORMATION TO BE PROVIDED BY THE CLIENT

- 4.1 When informing NP GROUP of a requirement for a Contractor, the Client shall provide the information relevant to the Assignment to the NP GROUP Consultant.
- 4.2 The Client and NP GROUP acknowledge that the AWR may not necessarily apply to these Terms and that the Contractor may not work under the supervision and direction of the Client.
- 4.3 Notwithstanding clause 4.2, prior to the commencement of any Assignment which is intended to be (or likely to be) for more than 12 weeks, the Client will provide the following information:
 - 4.3.1 the pay (including any fee; bonus; commission; holiday pay; any voucher or stamp of a fixed value expressed in monetary terms and capable of being exchanged for money, goods or services; or other emolument referable to the Assignment) that the Contractor would have received had he been directly engaged in that role by the Client;
 - 4.3.2 the working time (including night work, rest periods, rest breaks and annual leave) to which the Contractor would have been entitled and/or required to work had he been directly engaged in that role by the Client; and
 - 4.3.3 the identity of and details of all relevant terms and conditions of employment of an employee of the Client who is engaged in the same or broadly similar work as the Contractor within the Client's business.
- 4.4 The Client agrees to notify NP GROUP of any change in the information previously provided to NP GROUP in accordance with clause 4.3 above, during the course of the Assignment
- 4.5 In the event of any failure to provide any of the information referred to in clauses 4.1 , 4.3 and 4.4 above, the Client agrees and undertakes to indemnify NP GROUP against all liabilities, damages, fees or costs arising from the failure to provide the said information.

5. CHARGES

- 5.1 The Client agrees to pay the hourly or daily charges of NP GROUP as set out in any agreed Assignment Schedule and as may be varied from time to time during the Assignment. The charges are calculated according to the number of hours worked by the Contractor (rounded up to the nearest quarter hour) or according to the days (or any part of a day) worked by the Contractor. The charges are comprised mainly of the Contractor's remuneration but also include NP GROUP's commission, National Insurance contributions and any travel, hotel or other expenses as may have been agreed with the Client. VAT is payable on the entirety of these charges.
- 5.2 The charges are invoiced to the Client on a monthly basis and are payable within 14 days of receipt of NP GROUP's invoice. NP GROUP reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment; in the alternative and in its absolute discretion, NP GROUP may instead seek payment of interest pursuant to the terms (then prevailing) of the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.3 No rebate or refund is payable in respect of the charges of NP GROUP, unless otherwise agreed with the Client.
- 5.4 The Client acknowledges and agrees that NP GROUP may, upon notice, increase the charge rate of a Contractor, in order to comply with the AWR.
- 5.5 The Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to NP GROUP under these Terms or any Assignment Schedule.

6. TIMESHEETS

- 6.1 At the end of each week of an Assignment (or at the end of the Assignment where it is completed before the end of a week) the Client shall, on request by the Contractor (or NP GROUP) sign and verify NP GROUP's online timesheet setting out the number of hours or days worked by the Contractor during that week. Signature of the timesheet by the Client is confirmation of the number of hours or days worked.
- 6.2 If the Client disputes the hours or days set out in a timesheet, the Client shall co-operate fully and in a timely fashion with NP GROUP to enable NP GROUP to establish what hours or days, if any, were worked by the Contractor. NP GROUP will exercise reasonable discretion in the resolution of a dispute and its decision on the dispute will be final and binding on the parties. Failure to sign the timesheet does not absolve the Client's obligation to pay the charges in respect of the hours or days worked.
- 6.3 The Client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work performed by the Contractor. In cases of unsuitable work the Client will apply the provisions set out in clause 11.1 below and will not be entitled to withhold payment in respect of work carried out prior to termination in accordance with clause 11.1 below.

7. PAYMENT TO THE CONTRACTOR

- 7.1 NP GROUP is responsible for paying or procuring the payment of the Contractor's fees in relation to the Assignment.
- 7.2 No payments shall be made directly to any Contractor by the Client.

8. TRANSFER FEES

- 8.1 For the purposes of this clause 8, the "Transfer Fee" shall mean an amount equal to 30% of the Remuneration in the first year of an Engagement unless stated otherwise and is the fee payable by reason of the Engagement of a Contractor. Where the value of Remuneration is not known, NP GROUP will calculate the Transfer Fee based on its determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which the Contractor has been Engaged and having regard to any information supplied to NP GROUP by the Client and/or comparable positions within the market generally. Alternatively, NP GROUP may apply the fee payable by the Client by taking the hourly charge payable and multiplying it by a 40 hour week and by 52 weeks to derive the remuneration per annum.
- 8.2 In the event that the Client intends to Engage a Contractor supplied by NP GROUP either (1) directly or (2) pursuant to an agreement with an alternative employment business or employment agency, either after Introduction of the Contractor (but before commencement of an Assignment) or during an Assignment or within the Relevant Period the Client shall notify NP GROUP of its intention to Engage and NP GROUP requires the Client, so far as is compatible with regulation 10 of the Regulations, to choose from the following options:
 - 8.2.1 the Client shall pay the Transfer Fee upon commencement of the Engagement; or
 - 8.2.2 the Client shall extend the existing Assignment of the Contractor, or if no Assignment has taken place or the Assignment has already ended, enter into a new extended period of hire in either case for a period of 9 months during which NP GROUP shall be entitled to and the Client will be required to pay NP GROUP the charges set out in clause 5.1 above for each hour or day the Contractor is supplied, and at the end of the extended period of hire, the Client may Engage the Contractor without payment of any further fee to NP GROUP.
- 8.3 The Client shall give written notice of its choice under clause 8.2 and if it has elected for the option set out in clause 8.2.2, the extended period of hire shall begin on the date of receipt by NP GROUP of the Client's written notice. If the Client fails to specify whether the payment of a Transfer Fee (pursuant to clause 8.2.1) or an extended period of hire (pursuant to sub-clause 8.2.2) is preferred, the Transfer Fee shall be payable by the Client to NP GROUP upon commencement of the Engagement of the Contractor.
- 8.4 In the event of a Third Party Introduction which results in an Engagement either after Introduction of the Contractor (but before commencement of an Assignment) or during an Assignment or within the Relevant Period the Client shall be liable to pay the Transfer Fee.
- 8.5 In the event that the Engagement of the Contractor is for a fixed term of less than 12 months, the Transfer Fee in clause 8.2.1 or 8.4 shall be an amount equal to 30% of the Remuneration for the period of the fixed term and any extension or renewal thereof.

- 8.6 In the event of any Engagement to which this clause 8 relates, the Client will immediately notify NP GROUP in writing of the Engagement and provide such further details concerning the Engagement which NP GROUP reasonably requires.
- 8.7 In the event of a breach of the requirement to notify NP GROUP of any Engagement, the Client hereby agrees and undertakes to pay the Transfer Fee.
- 8.8 No refund or rebate of the Transfer Fee shall be paid in any event. VAT, if applicable, is payable in addition to any Transfer Fee due. NP GROUP reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment; in the alternative and in its absolute discretion, NP GROUP may instead seek payment of interest pursuant to the terms (then prevailing) of the Late Payment of Commercial Debts (Interest) Act 1998.

9. TRANSFER FEES IN THE EVENT OF OPT OUT NOTIFICATION

- 9.1 If on or before the commencement of an Assignment, the Contractor performing the Assignment in question is a corporate body and has opted out of the effects of the Regulations pursuant to regulation 32 thereof, clauses 8.1, 8.2 and 8.3 shall not apply and instead, the Client shall pay NP GROUP a Transfer Fee in the following circumstances:
- 9.1.1 if the Contractor is Engaged by the Client directly, or Engaged by the Client pursuant to an agreement with an alternative employment business, or Engaged by a Third Party pursuant to Third Party Introduction; and
- 9.1.2 such Engagement commences within 12 months of the termination of an Assignment or, if there has been no Assignment, commences within 6 months of Introduction to the Client by NP GROUP of the Contractor.
- 9.2 If the requirements of clause 9.1 are satisfied, the Client will immediately notify NP GROUP in writing of the Engagement and provide such further details concerning the Engagement which NP GROUP reasonably requires.

10. LIABILITY

- 10.1 Whilst every effort is made by NP GROUP to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Contractors and further to provide them in accordance with the Client's Assignment details, NP GROUP is not liable for any loss, expense, damage or delay arising from any failure to provide any Contractor for all or part of the period of an Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Contractor. Without prejudice to the foregoing, in the event that NP GROUP is held liable to the Client in respect of any breach of contract, or any negligent act or omission by NP GROUP or by any Contractor in the course of providing the services, any damages or other sums due in connection with such liability (including legal costs) shall be limited to the total charges of NP GROUP in respect of the Assignment or limited to £5,000,000 for any one claim in respect of Professional Indemnity, £10,000,000 for any one claim in respect of Public Liability and £10,000,000 for any one claim in respect of Employer's liability, whichever is the lower. For the avoidance of doubt, NP GROUP does not exclude or limit liability for death or personal injury arising from its own negligence.

- 10.2 Contractors are engaged by NP GROUP under contracts for services. They are not employees of NP GROUP and the Client is responsible for managing the Contractor's provision of the services on Assignment from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Contractor, whether wilful, negligent or otherwise as though the Contractor was on the payroll of the Client.
- 10.3 The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations 1998, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in Clause 7 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Contractor during all Assignments.
- 10.4 The Client shall also advise NP GROUP of any site regulations, IT access/security/usage policies, health and safety procedures and any other procedures or policies the Client (or End User) requires the Candidate to adhere to and will provide copies of any such policies/procedure to NP GROUP and any health and safety risks and any steps taken to address those risks. The Client will assist NP GROUP in complying with NP GROUP's duties under the Working Time Regulations 1998 by supplying any relevant information about the Assignment requested by NP GROUP and the Client will not do anything to cause NP GROUP to be in breach of its obligations under these Regulations. Where the Client requires, or may require the services of a Contractor for more than 48 hours in any week, the Client must notify NP GROUP of this requirement before the commencement of that week.
- 10.5 The Client shall indemnify and keep indemnified NP GROUP against any costs, claims or liabilities incurred directly or indirectly by NP GROUP (along with any fees or charges associated with the said liabilities) arising out of or in connection with any Assignment or Engagement or arising out of any non-compliance with clauses 10.2 and 10.4 and/or a result of any breach of these Terms by the Client.

11. TERMINATION

- 11.1 The Client undertakes to supervise the Contractor sufficiently to ensure the Client's satisfaction with the Contractor's standards of workmanship. If the Client reasonably considers that the Services of the Contractor are unsatisfactory the Client may terminate the Assignment either by instructing the Contractor to leave the Assignment immediately, or by directing NP GROUP to remove the Contractor, provided that the Client provides detailed written confirmation of the non-performance and/or any misconduct.
- 11.2 Either party may terminate an Assignment upon provision of written notice as set out in the Assignment Schedule.
- 11.3 When notice of termination of Assignment is served by the Client, payment for each week of notice will be based on the specified hours/days agreed in the Contractor Schedule or actual hours worked by the Representative, whichever the greater. The Client agrees to make payment in accordance with clause 5 above irrespective of whether or not the Contractor continues to provide the Services during this notice period.

- 11.4 NP GROUP may terminate an Assignment at any time without prior notice and without liability if the Client is in material breach of these Terms.
- 11.5 The Client shall notify NP GROUP immediately and without delay and in any event within 24 hours if the Contractor fails to attend work or notifies the Client that he is unable to attend work for any reason.
- 11.6 NP GROUP may, at its absolute discretion and at any time, terminate Assignment upon immediate notice where in the opinion of NP GROUP the Contractor and/or Representative is no longer suitable to provide the Services.
- 11.7 NP GROUP may substitute a Contractor on Assignment with another suitably qualified and skilled Contractor with reasonable notice at its absolute discretion.
- 11.8 These Terms may be terminated by either party by giving to the other immediate notice in the event that either NP GROUP or the Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or NP GROUP has reasonable grounds to believe the Client will not pay NP GROUP's invoice within the payment terms agreed within clause 5.2.

Following termination (howsoever arising) of these Terms, the provisions contained within clauses 1, 2, 5, 8, 6, 9, 10 12, 13, 14, 15, 16, 17 will continue in full force and effect.

12. OBLIGATIONS OF THE CLIENT (AWR)

12.1 Where the AWR applies to the Assignment, the Client agrees as follows:

12.1.1 The Client shall comply with its obligations to the Contractor under the AWR.

12.1.2 Upon request by NP GROUP, the Client undertakes to provide (without delay) to NP GROUP accurate information about the working and employment conditions that are applicable to the Client, whether by contract or by collective agreement or otherwise, the Client's employees and directly engaged workers including (without limitation) any information as may be required by NP GROUP to comply with the AWR.

12.1.3 Where the Contractor is pregnant, the Client acknowledges and agrees that the Contractor shall be permitted to take time off to attend ante-natal appointments and classes and agrees to pay NP GROUP in respect of the remuneration to which any Contractor is entitled during time off for ante-natal care appointments. For the avoidance of doubt, the amount of remuneration to which a Contractor is entitled during such time off shall be as prescribed by s.57ZB of the Employment Rights Act 1996.

12.2 In the event that the Client terminates the supply of a Contractor on maternity grounds within the meaning of s.68A of the Employment Rights Act 1996, the Client will, unless the Contractor accepts or unreasonably refuses alternative work offered to her by NP GROUP, pay NP GROUP's anticipated or expected charges in respect of the Contractor for the remainder of the duration or the intended likely duration (whichever is longer), of the Assignment which was terminated on maternity grounds, regardless of the fact that the Contractor shall not be performing services during that period.

- 12.3 Such payments as are required in accordance with clauses 12.1.3 and/or 12.2 above will be invoiced and will fall due in accordance with clause 5.
- 12.4 The Client warrants and undertakes that it shall not, and where applicable shall procure that any end user of the Contractor's services on Assignment shall not, seek to deny the Contractor's entitlement to rights under the AWR by virtue of the structure of assignments and shall at all times comply with regulation 9 of the AWR.
- 12.5 The Client warrants and undertakes that all information it provides to NP GROUP under these Terms shall be true and accurate.

13. CONFIDENTIALITY, PERSONAL INFORMATION AND DATA PROTECTION

- 13.1 For the purposes of this clause 13 "Data Subject" means as set out in, and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes the Candidate and Representative.
- 13.2 The parties hereto acknowledge that NP GROUP is a Data Controller in respect of the Personal Data of the Candidate/Representative and provides such Personal Data to the Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.
- 13.3 The parties hereto acknowledge that the Client is a Data Controller but the parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.
- 13.4 The parties hereto agree that the Representative is not the Client's Data Processor (as defined within Data Protection Legislation) save where agreed otherwise within a Contractor Schedule and subject to additional terms and conditions.
- 13.5 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by the Client, NP GROUP or by the Candidate or Representative, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.
- 13.6 The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.
- 13.7 The Client will –
 - a. comply with the instruction of the NP GROUP as regards the transfer/sharing of data between the parties hereto. If the Client requires Personal Data not already in its control to be provided by NP GROUP, the Client will set out their legal basis for the request of such data and accept that NP GROUP may refuse to share/transfer such Personal Data where, in the reasonable opinion of NP GROUP, it does not comply with its obligations in accordance with Data Protection Legislation;
 - b. not cause NP GROUP to breach any of their obligations under the Data Protection Legislation.
- 13.8 In the event the Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify NP GROUP and will provide NP GROUP with a description of

the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information the NP GROUP reasonably requests relating to the Personal Data Breach.

- 13.9 In the event of a Personal Data Breach, the Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as NP GROUP may request to :
- a. investigate and defend any claim or regulatory investigation;
 - b. mitigate, remedy and/or rectify such breach; and
 - c. prevent future breaches.

and will provide NP GROUP with details in writing of all such steps taken.

- 13.10 The Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of NP GROUP.
- 13.11 The Client agrees it will only Process Personal Data of Candidate or of Representative for the agreed purpose of provision of Services pursuant to these Terms.
- 13.12 The Client will provide evidence of compliance with clause 13 upon request from NP GROUP.
- 13.13 The Client and NP GROUP undertake to each other that they shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, employees or suppliers of the other, except as they are legally required to do so or where such information is already in the public domain or where necessary to their employees, officers, representatives and advisors for the purposes of carrying out their obligations under these Terms. The Client hereby indemnifies NP GROUP in respect of damages, costs or any other liabilities in the event of breach by the Client of any obligations of confidentiality and this clause.

14. EQUALITY

- 14.1 Neither The Client or NP GROUP will unlawfully discriminate against, harass, and or victimise any of the other Party's any employee, officer, consultant, contractor, sub-contractor, in their dealings with such persons whether directly or indirectly, during the provision of or otherwise arising out of or in connection with the delivery of Services; and whether on grounds of sex, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability or age. NP GROUP will not accept instructions from the Client which indicate an intention to discriminate unlawfully. NP GROUP will notify the Client of any reasonable adjustments required in respect of any personnel utilised in the delivery of any Services at the Client's premises whether in respect of access to the Client's premises and or with respect to the provision of Services at the premises. The Parties will co-operate with each other with respect to any reasonable adjustments required in respect of such personnel. Each Party agrees to comply at all times with the Equality Act 2010.

15. GENERAL

- 15.1 Any failure by NP GROUP to enforce at any particular time any one or more of these Terms shall not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.
- 15.2 The Client and NP GROUP acknowledge that the Regulations may not necessarily apply to these Terms that the Contractor may not work under the control of the Client.

16. SEVERABILITY

- 16.1 Whilst the parties consider the provisions herein to be reasonable in all circumstances it is agreed and declared that if any one or more of the terms is considered to go beyond what is reasonable in all the circumstances to protect the legitimate interests of NP GROUP but would be adjusted reasonable if any particular term were deleted such wording may be deleted, restricted or limited by NP GROUP to give effect to the remainder of these terms so that each clause may be considered separate and distinct.

17. APPLICABLE LAW

- 17.1 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 Client

SIGNED for and on behalf of NP Group

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____