TERMS OF BUSINESS FOR THE SUPPLY OF WORKERS

Three Way Solutions Ltd (and its successors), a company incorporated in England and Wales under company number 3484467 and having its registered office at 21a Westgate, Wakefield, WF1 1JZ "The Employment Business / Agency".

DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires, references to the singular include the plural, and references to the masculine include the feminine and vice versa.

The headings in these Terms do not affect its interpretation. Save where the context otherwise requires, references to conditions, sub-clauses, clauses and schedules are to conditions, sub-clauses, clauses and schedules of this Agreement.

In these Terms the following definitions shall apply:

"Assignment" means the period during which the Agency Worker is supplied to the Hirer to render Services.

"**AWR"** means the Agency Workers Regulations 2010 as amended from time to time

"Hirer" means the person, firm or corporate body together with any subsidiary or associated company (as defined by s. 1159 of the Companies Act 2006) to whom a Worker is introduced or supplied by the Employment Business;

"Engage / Engagement" means the engagement, employment or use of the Worker by the Hirer or by any Third Party to whom the Hirer Introduces the Worker (with or without the Employment Business's consent) on a permanent or temporary basis, whether under a contract of service or for services; under an Agency, license, franchise or partnership agreement; or through any other engagement or agreement directly or indirectly and "Engages" and "Engaged" shall be construed accordingly;

"Extended Hire Period" means an additional period of the assignment, which is agreed both by the Employment business and the Hirer, on an individual case basis and confirmed in writing by a Director of the Employment business, during which the Hirer wishes the Agency Worker to be supplied beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee.

"Introduction" means a) the passing or disclosure of a curriculum vitae or any other information or details about the Worker; b) the interview of the Worker either in person, by telephone, or by other means; or c) the supply of a Worker whichever is the earlier and "Introduced" and "Introduces" shall be construed accordingly.

"Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended), and the Gangmasters (Licensing Conditions) Rules 2009.

"Relevant Period" means the later date of either i) 14 weeks from the first day on which the Worker was first supplied to the Hirer; or ii) eight weeks from the day after the Worker was last supplied to the Hirer; or 14 weeks from the first day of the Worker's latest Assignment, if there has been a break of more than 6 weeks since the previous Assignment.

"Remuneration" includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, any allowances, inducement payments, the benefit of a company car and all other payments or emoluments payable to or receivable by the Worker for services rendered to the Hirer or any Third Party. Where a company car is provided, a notional amount of £5000 will be added to the salary in order to calculate the Employment Business's fee;

"Services" means the Services supplied by the Agency, in the supply of temporary or permanent staff to the hirer.

"Worker" means any individual or Agency Worker assigned/introduced by the Employment Business to perform services for the hirer or the individual introduced by the Employment Agency/Business to the Hirer for an engagement.

"Third Party" means any relevant company or person who is not the Hirer. For the avoidance of doubt subsidiaries of the Hirer (as defined by s. 1159 of the Companies Act 2006) are included in this definition.

"Transfer Fee" means the Transfer Fee payable by the hirer to the Agency, as agreed on an individual case basis, in line with our permanent placement fees. Section 7 of the contact outlines the choices of Extended Hire Period, or Transfer Fee.

"Terms" means these terms of business.

"Offer" means offer of engagement to a candidate introduced by the Employment Agency/Business, either by email, fax or letter, and accepted by the candidate, either directly by the candidate or indirectly by the Employment Agency/Business either by email, fax or letter.

"Employment Business" means the company will be acting as an Employment Business for the supply of temporary Agency workers.

"Employment Agency" means the company will be acting as an Employment Agency for the supply of Permanent Candidates.

1. THE CONTRACT

1.1 These Terms and any attachments shall form the entire agreement between the Hirer and the Employment Agency and shall supersede any previous agreement between the parties relating to the subject matter herein.

1.2 These Terms are deemed to be accepted by the Hirer by virtue of an Introduction to or Engagement by the Hirer of a Candidate; or the passing of any information about the Candidate by the Hirer to any Third Party; or the Hirer's request to interview or interview of a Candidate.

1.3 These Terms shall apply to any Engagement of the Candidate irrespective of whether such Engagement is the same as the work for which the Candidate was Introduced.

1.4 To the extent that any terms or conditions introduced by the Hirer purport to cancel these Terms or any part of them they shall be ineffective and these Terms shall prevail.

1.5 Unless the context otherwise requires references to the Employment Agency and the Hirer include their permitted successors and assigns.

1.6 Any notice to be given hereunder shall be in writing. Notices may be given by either party by personal delivery, post, email or by fax addressed to the other party at its registered office for the time being and any such notice given by letter email, or fax shall be deemed to have been served at the time at which the letter was delivered personally or transmitted or if sent by post would be delivered in the ordinary course of post.

1.7 This Agreement is governed by and shall be construed in accordance with the law of England and the parties hereto submit to the exclusive jurisdiction of the Courts of England in respect of any dispute arising from these Terms or its subject matter.

2. EMPLOYMENT BUSINESS / AGENY OBLIGATIONS

2.1 The Employment Business shall use its reasonable endeavours to supply all reasonable requests by the hirer:

2.2 Use reasonable care and skill in supplying the Services;

2.3 Comply with the Hirer's reasonable requirements as notified by the Hirer to the Employment Business from time to time;

2.4 When making an Introduction to the Hirer, the Employment Business uses reasonable endeavours to inform the Hirer of the following: The identity of the Worker, that the Worker has the experience, training, qualifications and any authorisations which the Hirer considers are necessary, or which are required by law to perform the Services, the contractual relationship between the Worker and the Employment Business and that the Worker is willing to work and provide such Services.

3. HIRER OBLIGATIONS

3.1 To enable the Employment Business to satisfy its obligations under the Regulations and the AWR (Agency Worker Regulations) the Hirer shall provide the Employment Business with the following information regarding each role it seeks to fill as soon as possible and certainly before any Assignment begins (and will notify the Employment Business of any changes thereto before such change occurs or where this is not possible immediately after such change occurs during any Engagement of a Worker):

3.2 the date on which the Hirer requires a Worker to commence work, and the duration or likely duration of the work;

3.3 the role for which the Hirer seeks a Worker, including the type of work the Worker would be required to do, the location and working hours, any issues relating to health and safety, and details of any steps taken by the Hirer to control or prevent such risk;

3.4 the experience, training, qualifications and any authorisations which the Hirer considers are necessary or are required by law or any professional body for a Worker to possess in order to work in the relevant position;

3.5 the remuneration, any expenses, and/or any other benefits which the Worker would be paid, and the intervals at which such remuneration or other benefits would be paid;

3.6 written details of whether or not the Worker to be supplied by the Employment Business has since the 1st October 2011, worked for the Hirer or any hirer connected to the Hirer;

3.7 written details of any and all comparable employees (as defined by Regulation 5(4) of the AWR) of the Worker, including all their basic working and employment conditions (as defined by Regulation 5(2) and Regulation 6 of the AWR);

3.8 The Hirer undertakes:

3.9 to the extent these are applicable, to provide the Employment Business and/or the Worker with any rules (including health and safety, site and security regulations and IT procedures) that apply and are relevant at any site where Services are to be provided.

3.10 to provide adequate Employer's and Public Liability Insurance for the cover of Workers during Assignments;

3.11 in the event that the Hirer is dissatisfied with the performance of the Worker to notify in writing the Employment Business immediately, giving the reasons for their dissatisfaction; and

3.12 not to commit any act or omission which could be considered as constituting unlawful discrimination or harassment of the Worker either in connection with or during the Assignment;

3.13 The Hirer warrants that by its actions it will not cause the Employment Business to be in breach of the Working Time Regulations 1998 (as amended) in respect of the Worker. To assist the Employment Business in complying with its duties under the Working Time Regulations 1998 (as amended) the Hirer will supply any relevant information about the Assignment requested by it and will notify the Employment Business if they require the services of a Worker for more than 48 hours in any week.

3.14 that it knows of no reason why it should be detrimental to the interests of the Worker to undertake the Assignment;

3.15 to notify the Employment Business immediately of any offer of an Engagement which it makes to the Worker; and

3.16 to notify the Employment Business immediately that its offer of an Engagement to the Worker has been accepted and to provide details of all Remuneration to the Employment Business

3.17 At the end of each week of an Assignment the Hirer will sign a timesheet verifying the number of hours worked by the Worker during that week.

3.18 The Hirer will comply with all its obligations under the Worker Regulations;

3.19 The Hirer shall indemnify the Employment Business against all and any claims made by any Worker supplied to the Hirer arising from or relating to the Worker Regulations that is due to the fault or negligence of the Hirer.

3.20 The Hirer confirms that it has all appropriate licences, certificates, and/or other authorities necessary and required by law to undertake the work for which the Candidate is required. It is the Hirer's responsibility to immediately inform the Employment Agency should any licence, certificate and/or other authority required lapse or be rescinded.

3.21 It is the Hirer's sole responsibility to satisfy itself of the Candidate's suitability for the work required to be undertaken.

3.22 The Hirer is responsible for ensuring that the Candidate has the legal right to work in the country in which the work will be undertaken, which will include any necessary work permits or other permissions as may be required by law, and for the arrangement of medical examinations and/or

investigations into the medical history of any Candidate, and satisfying other requirements, qualifications or permissions required for the Candidate to work in the position.

3.23 The Hirer shall notify the Employment Agency within 1 working day if it has previously received details of a Candidate which are subsequently provided by the Employment Agency for the same role. Where no such notification is provided by the Hirer to the Employment Agency, in the event of an Engagement the Hirer agrees that the fee set out in Clause 5 will be payable in full and in line with the Hirer's obligations under these Terms.

4. CHARGES + FEES

4.1 The charge rate / fee structure will be calculated in one of the following ways - clauses 4.2, 4.3, 4.4. The applicable rate/ structure will be agreed by both parties and will be confirmed by an employee of Exo Technical by email prior to supply. In the event that no rate/structure has been agreed then the default rate will be applied 4.4

4.2 "Temp / Temp-Perm" The Hirer will be invoiced weekly based on the total hours on the timesheet received from the Hirer. The hourly charge rate is based on the following calculation. Hourly employment charge (Gross wage + Employers National Insurance + Holiday Pay Entitlement + Pension Contribution + any other statutory employment charge) plus the Agency profit margin of £2 per hour. No rebate terms will apply for any reason. After 13 weeks of completed work have been done and submitted on timesheets and subject to the hirer fulfilling its obligations under these terms, the hirer will be entitled to directly engage with the worker with no further fee. The process of direct engagement is not automatic and the hirer must give 7 days written notice to the Agency of its intention to directly engage with the worker.

4.3 "Direct Engagement with no Rebate" The charge rate is 5% of the gross annual salary of the worker. Once the worker has commenced work for the Hirer the full amount of the invoice is payable and no rebate terms will apply for any reason.

4.4 "Direct Engagement" The charge rate is 10% of the gross annual salary of the worker. Subject to the Hirer fulfilling its obligations under these terms full Rebate terms Clause 5 will apply.

4.5 The Hirer agrees to:

4.6 Notify the Employment Agency immediately of any offer of an Engagement which it makes to the Candidate;

4.7 Notify the Employment Agency immediately of the acceptance by the Candidate of an offer of an Engagement and provide details of the Remuneration to the Employment Agency; and

4.8 pay the Employment Agency fee as calculated in accordance with this Clause 4.1.

4.9 Where the Hirer (or a third party to whom details of the Candidate have been disclosed by the Hirer) Engages a Candidate within 6 months of the Introduction of the Candidate to the Hirer by the Employment Agency, the Hirer shall pay a fee to the Employment Agency as calculated in Clause 4.1.

4.10 Where the Hirer fails to notify the Employment Agency of the Remuneration applicable to the Engagement, the Employment Agency shall calculate the Fee in accordance with Clause 4.1 based on the maximum proposed remuneration for the applicable vacancy as notified by the Hirer, or if no remuneration was notified the Employment Agency shall use the comparable current market rate.

5. REBATES

5.1 Subject to the Hirer having fulfilled its obligations under these terms, should the Candidate's Engagement be terminated by either the Hirer or the Candidate the Hirer will be due a rebate of the fee in accordance with the timescales and percentage rebate shown below.

5.2 Length of Engagement Rebated Fee Percentage

1 – 2 Weeks 90%, 3 – 4 Weeks 70%, 5 – 8 Weeks 40%, 9 – 12 Weeks 10%

5.3 To qualify for a rebate to be paid the Hirer must inform the Employment Agency in writing within 7 days of the Engagement ending, of the termination of the Engagement.

5.4 Where the Hirer subsequently re-engages the Candidate, howsoever engaged, either directly or indirectly, then the Hirer shall repay any rebate within 7 days of the re-engagement.

6. PAYMENT

6.1 The Employment Business shall invoice the Hirer on for charges calculated in accordance Clause 5.

6.2 The Hirer will be deemed to have accepted an invoice in full if it fails to notify the Employment Business to the contrary within 7 days from date of receipt. In the event that the Hirer reasonably disputes the hours worked or Services rendered, the Hirer shall notify the Employment Business as soon as possible, but no later than 7 days from receipt and shall co-operate with the Employment Business in establishing what hours were worked by the Worker. The Hirer agrees to pay the undisputed element of any invoice on or before the due date for payment and once resolved pay any outstanding amount within 7 working days of such agreement.

6.3 For the avoidance of doubt, a) failure to sign a timesheet does not absolve the Hirer from the obligation to pay the charges in respect of time actually worked; b) the Hirer shall not be entitled to decline to sign a timesheet due to the Hirer's dissatisfaction with the Services performed by the Worker.

7. ENGAGEMENT OF WORKERS BY THE HIRER OR A THIRD PARTY

7.1 In the event of the Engagement of a Worker, Introduced by the Employment Business to the Hirer, either a) directly by the Hirer b) by the Hirer pursuant to being supplied by another Employment Business, or c) by a Third Party as a result of the Introduction of the Worker to the Third Party by the Hirer either after the Introduction of the Worker (but before the commencement of an Assignment) or during an Assignment or within the Relevant Period, the Hirer shall notify the Employment Business of the intention to Engage and shall give 7 days' written notice of its election to either:

7.2 Enter into an Extended Hire Period, agreed on an individual case basis, between the Employment business and the Hirer, and confirmed in writing by a Director of the employment business, or if no Assignment has taken place, or the Assignment has already ended, enter into a new Extended Hire Period to commence from date of such notice, during which the Employment Business shall continue to provide the services of the Worker on the same terms and conditions that apply to the Assignment at the date of such notice, unless otherwise agreed and in any case on no less favourable terms, and the Hirer shall continue to pay the charges as set out in Clause 4.1 and at the end of the extended period of hire, the Hirer may Engage the Worker without payment of any further fee to the Employment Business; or

7.3 Pay a Transfer Fee, in line with as agreed in writing by an employee of Exo Technical. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.

7.4 If the Hirer and the Employment Business fail to agree to either a Transfer Fee or to Extend the Hire period, a fee calculated in accordance with Clause 4.1 above shall be payable by the Hirer to the Employment Business upon commencement of the Engagement of the Worker.

7.5 Where the Hirer Engages the Worker but for any reason outside its control the Employment Business is unable to supply the Worker to the Hirer for the whole or any portion of the Extended Hire Period, or the terms offered by the Hirer are less favourable than those which applied to the previous Assignment the Hirer shall pay the Transfer Fee calculated in accordance with Clause 4.1. The Transfer Fee may be reduced to reflect any charges already paid by the Hirer where the Employment Business has supplied the Worker for part of the Extended Hire Period.

7.6 In the event that the Hirer introduces the Worker to a third party with whom the Worker enters into an Engagement within the Relevant Period, the Hirer shall be liable to pay a Transfer Fee in accordance with Clause 4.1.

8. UNSUITABILITY OF WORKERS

8.1 In the event of the removal of an unsatisfactory Worker the Hirer shall pay the charges for all hours worked by the Worker in relation to the Assignment.

8.2 Where the Employment Business obtains any information which gives it reasonable grounds to doubt the suitability of the Worker for the Assignment it shall notify the Hirer immediately. In such circumstances the Employment Business shall be entitled to terminate the Assignment immediately without notice and without liability. Notwithstanding, the Hirer shall remain liable for the charges for all hours worked up to the termination of the Assignment.

9. TERMINATION

9.1 These Terms and/or any related Assignment may be terminated with immediate effect and without notice in the event:

9.2 of either party being in material breach of these Terms, which is, in the reasonable opinion of the other party, not capable of remedy, or which, after written request by that party has not been remedied with 14 days of such notice;

9.3 of either party being in repeated breach of a material clause of these Terms;

9.4 if either party becomes bankrupt or has a receiving order or administrative order made against it or is put into liquidation (save for the purposes or reconstruction or amalgamation); or

9.5 The employment business / Agency may terminate the agreement at any time if the Hirer is in breach of its obligations under these terms.

10. LIABILITY

10.1 The Hirer acknowledges that:

10.2 the Employment Business does not supervise the Worker on a day to day basis;

10.3 it takes sole responsibility where confidential information, equipment, or other assets are entrusted to the Worker;

10.4 it knows of no reason why it would be detrimental to the interest of the Worker to undertake the Assignment;

10.5 the Hirer is solely in a position to assess and insure against risks arising during, and in respect of the Assignment, and shall indemnify the Employment Business against any costs, claims, damages, liability and expenses incurred by the Employment Business as a result of any Assignment or any breach of these terms by the Hirer; and

10.6 the charges made by the Employment Business reflect only those of Worker sourcing, selection and introduction services agreed to be supplied by the Employment Business and do not indicate acceptance of any liability for the Worker's acts, errors or omissions whether wilful, negligent or otherwise which shall be the responsibility of the Hirer.

10.7 the Employment Business shall not be liable for any losses, expenses, damages, or delay arising out of or in connection with:

10.8 any act or omission or misrepresentation (whether before or after the date of the Assignment) of the Worker, including any loss, expense, damage, costs or delay arising out of the negligence, dishonesty, misconduct or lack of skill of the Worker or if the Worker terminates the Assignment for any reason;

10.9 any failure by the Employment Business to provide a Worker for completion of the Assignment;

10.10 any failure by the Hirer to comply with all statutory provisions in force from time to time including but not limited to the Working Time Regulations 1998, Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999, the AWR and legal requirements to which the Hirer is ordinarily subject in respect of the Hirer's own staff (excluding those dealt with in Clause 7);

10.11 any special, indirect or consequential damages or loss; or

10.12 any loss of profit, business, revenue, goodwill, anticipated savings and/or any claims made under third party contracts, arising out of any failure by the Employment Business to perform any obligations under these Terms, but so that nothing in this Clause 11.2 shall operate to exclude or limit liability for fraud, or death or personal injury arising from its own negligence.

10.13 The Hirer undertakes that it will not make a request to the Employment Business to supply Workers to perform services or duties where such work would normally be performed by a worker who is taking part in official industrial action or is covering the duties of a worker taking part in official industrial action.

11. INDEMNITY

11.1 The Hirer shall indemnify and keep the Employment Business indemnified against any costs (including legal costs), claims, expenses, damages or liabilities incurred directly or indirectly by the Employment Business arising out of or in connection with these Terms including (but not limited to) a) any breach of these Terms by the Hirer, its employees or agents; b) any breach of any applicable statutory provisions by the Hirer or Third Party, or any of its employees or agents; or c) any unauthorised disclosure of a Worker's details by the Hirer or Third Party, or any of its employees or agents.

12. CONFIDENTIALITY & INTELLECTUAL PROPERTY RIGHTS

12.1 The Hirer warrants that it will treat the details of Workers provided by the Employment Business as confidential information and subject to relevant Data Protection regulations and that it will receive and process this confidential information in line with the regulations and only for the express purpose for which it was provided and that it will not pass this confidential information on to any Third Party without the written permission of the Employment Business. In addition, the Hirer undertakes to keep confidential all confidential information relating, or belonging to the Employment Business's business affairs, except information which is in the public domain.

12.2 the Employment Business undertakes that it will on its own behalf, and shall use reasonable endeavours to ensure the Worker will a) keep confidential all confidential information relating, or belonging to the Hirer's business affairs, except information which is in the public domain which becomes known to the parties as a result of the supply of Services, and not to utilise such information, except for the purposes of performing the Services; and b) not to disclose Confidential Information to any other person, or Third Party, except if required to do so by process of law, or where it is necessary as an integral part of performing the Services.

13. GENERAL

13.1 For the purposes of the Regulations the Employment Business is acting as an Employment Business. In the event that a permanent or fixed term Engagement follows the Introduction of the Worker to the Hirer, the Employment Business will be acting as an Employment Agency. The Employment Business shall act as a gangmaster (as defined in Section 4 of the Gangmasters (Licensing) Act) when introducing the Worker into an Assignment with the Hirer to which this Act applies.

13.2 Neither party's rights under these Terms shall be prejudiced or restricted by any concession, delay or forbearance it extends to the other, and no waiver by either party in respect of any breach by the other shall operate as a waiver in respect of any subsequent breach. Rights and remedies provided under these Terms are cumulative and not exclusive of any rights or remedies provided by law.

13.3 No provision of these Terms shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999.

13.4 If at any time any clause in these Terms becomes illegal, invalid or unenforceable in any respect for any reason that shall not affect or impair the legality, validity or enforceability of any other clauses in these Terms