

20 March 2024

**Amit Walia**  
H. No. 97/6 Friends Colony Ramnagar,  
Po Dharamshala, Distt-Kangra Himachal  
Pradesh 176215, India

Dear **Amit**,

### **Contract Offer Letter**

NES Fircroft are pleased to offer you an Assignment Contract to provide Services in accordance with the following Assignment details. This Contract Offer Letter should be read in conjunction with the Terms.

#### **PARTIES**

Company

means **NES GLOBAL TALENT FOR PROJECTS MANAGEMENT WLL**, the NES Group Company who has entered into contract with the Client and is incorporated in Kuwait with registered office address Unit 12, Eastern Plaza Complex, Plot No. 42, Block 8, East Ahmadi, Kuwait, KW.

Personnel

means **Amit Walia**, an **India** national with **PASSPORT NO. N7172721** the temporary worker providing the Services as an independent contractor.

#### **ASSIGNMENT DETAILS**

Client

**BAKER HUGHES EHO LTD.** whose registered office is at Building # 13, 14, 15, 16, Block 6, Commercial Bank Street, Opposite to Al-Meer Technical Company & International Inspection Company & Al Refai'e Glass, Industrial Area, East Ahmadi, Kuwait.

Personnel Residence Address  
in Home Country

**H. No. 97/6 Friends Colony Ramnagar, Po Dharamshala, Distt-Kangra Himachal Pradesh 176215, India**

Services

means working as **Field Specialist II - Surface Logging Systems (SLS)\_MB30** for the Client on the **OFSE - WC - DRS MENATI NGT**. This shall include all activities, operations, tasks, duties, work and undertakings of Personnel required to perform such services.

Client Representative

means **Mohamed Hedi Kallel**, and/or any other individual having authority to give instruction and/or authorise timesheets and/or expenses.

Location Country

means **Kuwait**.

Work Location

means **Al Ahmadi - Kuwait**, being the location(s) designated by Client and/or Company where the Assignment shall be performed.

Estimated Commencement Date

the Assignment shall commence upon your first operational day on Client site, which is anticipated to be **01 August 2024** or such other date as confirmed by the Company and/or Client and to be agreed between the parties prior to mobilization. This Assignment Contract is contingent upon a successful pre-screening checks and visa application processing and therefore this date is tentative. The Company reserves the right to withdraw this offer at anytime prior to commencement of the Services.

Estimated Completion Date

this is a project-based Assignment. It is anticipated that the Services performed under this contract shall be completed by **31 January 2025** or such other date as may be agreed from time to time between the parties as the date of completion of the Assignment based on the needs of the project. The Parties hereby agree that other than as stated within Contractual Notice Terms such Completion Date is deemed to be the date of automatic termination of this Agreement.

Personnel's employment is specifically tied to the unique qualifications held by Personnel for this Assignment as **Field Specialist II - Surface Logging Systems (SLS)\_MB30** for the Client. It is understood that if the Company's contract to provide the Services for Client ends for any reason, Personnel will not be assigned to another role and Personnel's employment with the Company will come to an end.

Normal Hours of Work

the Personnel will be required to work **8 hours** or such hours as are reasonably requested by the Client Representative and required for this assignment. The Personnel will normally work **7 days per week Sunday to Saturday**. Due to the nature of the role additional hours may be required from time-to-time to meet the needs of the Assignment.

Rotation for the application of this Assignment, the work rotation shall be **4 weeks on, 4 weeks off**.

Off-Rotation Period shall be the **4 weeks** period when the Personnel is not on Rotation. The Rate shall not apply to this period. The Personnel agrees and acknowledges that the Off-Rotation period will be considered sufficient to account for all entitlements to rest days and annual leave as is required by law.

**COMPENSATION**

Base Rate **KWD 18.00** per day worked on Assignment. The Base Rate shall only apply to days worked on Assignment.

Standby **KWD 10.00 per day on standby**. Payment shall only be made at the discretionary approval of the Client.

Travel Rate **KWD 9.00 per day spent traveling**. Travel day rate shall be limited to two days per rotation.

Rate ("**All-Inclusive Day Rate**") The All-Inclusive Day Rate constitutes all payments due from the Company for the Services performed, as evidenced by authorised timesheets. The Rate has been calculated to compensate the Personnel in advance for all statutory entitlements in accordance with the law including annual leave, sick leave and public holidays and there are no additional payments due. The Rate and any other amounts payable to the Personnel under this Agreement are confidential; and must be kept as such as such in accordance with the Terms of Business.

Overtime the Personnel may be required to work additional hours from time-to-time for satisfactory performance of the Services. Overtime hours shall be subject to Client approval and remunerated by signed timesheets.

End of Service Gratuity ("**EOSG**") where applicable, the Personnel may be entitled to EOSG in accordance with Kuwait Labor Law for daily paid personnel. For clarity, the calculation shall be based on days worked in proportion to the period of work. The Off-Rotation period shall not be included within this calculation. Any bonuses, commissions or other variable elements of pay which by their nature are subject to increase or decrease will not be included in the wage used to calculate the EOSG.

Tax & Social Security currently income Tax and Social Security contributions in the Location Country are not required for expat Personnel. This is subject to change in accordance with government legislation and any such change shall be notified to Personnel.

The Personnel shall be solely responsible for all taxes, including those due to the tax authorities of any country where the Personnel is deemed tax resident.

**NOTICE PERIOD & TERMINATION**

Probationary Period a probationary period of 100 working days applies during which the Personnel's conduct will be carefully appraised and monitored. The Company reserves the right to terminate this Agreement at any time without notice during the Probationary Period.

Contractual Notice Terms by accepting this Agreement it is expected that the Personnel shall work until the Estimated Completion Date. In circumstances where this is not possible then the Personnel shall give as much notice as can be reasonably expected out of consideration for the Client but in any case, shall be a minimum of **90 (ninety) days written notice**. The Company shall provide **90 (ninety) day's written notice** to the Personnel. Notwithstanding any other provision of this Agreement, the Company shall have the right to terminate this Contract with immediate effect in accordance with Article 41 of Kuwait Labor Law.

Work Record Procedure the authorised record requesting payment must contain Personnel's name, period of time relevant to the timesheet, project name and associated charge codes, printed name of an authorised Client Representative and the signature of an authorised Client Representative. Authorised records are to be submitted as per the payment schedule, via email at [payrollkuwait.msp@nesfircroft.com](mailto:payrollkuwait.msp@nesfircroft.com). Any specific procedures in respect of the authorised record shall be set out in the Mobilisation Information.

**ACCOMMODATION, TRAVEL & MOBILIZATION**

Medical Fitness to Work the Personnel shall ensure that he/she is medically and physically fit to carry out the duties to which he is assigned in respect of the work and shall provide to the Company a fitness for work certificate issued by a qualified medical practitioner prior to the Estimated Commencement Date.

This Agreement is contingent upon the Personnel successfully undertaking and passing a medical fitness examination. Such tests shall be in full compliance with the Client's requirements and Personnel shall provide adequate documentation of their health condition from a professional medical practitioner/institution to demonstrate such compliance.

Should the Personnel become aware of any changes to their health which could affect his/her ability to carry out the Services, Personnel must notify the Company immediately. The Company and/or Client will not bear any responsibility for the Personnel failure to comply with the above obligation of disclosure.

Visas

the Client and associated third party service provider shall organise, administer and pay for securing from the government of the Location Country applicable immigration, work and travel permits/visas required by the Personnel to be able to perform the Assignment in the Location Country. The Personnel shall be responsible for ensuring he/she is in possession of a valid passport at all times. The Personnel is liable for any and all costs associated with the application for any family and/or dependents' permits/visas. The Personnel shall be responsible for ensuring he is in possession of a valid passport at all times.

Precedence

the Parties mutually agree that this Assignment Contract sets out the prevailing terms and conditions which govern the performance of work of the Personnel in the Location Country during its assignment starting on the Estimated Commencement Date.

Travel & Accommodation

all original documentation (including but not limited to original receipts and boarding pass coupons) in respect of any travel and accommodation provided by the Company or for expenses to be reimbursed by the Company or the Client shall be provided by the Personnel to the Company. Further information on authorised expenses is set out at Clause 4 of the Terms of Business.


Each of the following terms collectively shall form the **Assignment Contract**:-

- i. *Contract Offer Letter;*
- ii. *Appendix 1 to COL – Client Requirements; and*
- iii. *Terms and Conditions of Business.*

If you wish to accept this offer, which is made subject to the Company's Terms, please sign both copies of the Assignment Contract and then return one copy to the Company and retain the second copy for your records.

**Yours sincerely**

**NES GLOBAL TALENT FOR PROJECTS MANAGEMENT WLL**



**DARREN GRAINGER**  
Managing Director

I agree and accept the Company's Terms of Business.

Print Name:			
Signed:		Dated:	

## TERMS

### Terms for the Supply of Services by an independent contractor to the Client

#### 1. The Assignment Contract

1.1 These Terms shall apply to the Assignment Contract entered into by the Company with the Personnel and govern the performance of such Services as may from time to time be agreed that the Personnel shall provide for the Client on behalf of the Company. Notwithstanding that the Personnel should execute the Contract Offer Letter and return a copy to the Company prior to commencement of the Services, these Terms shall be deemed to be accepted by the Personnel by virtue of the Personnel commencing performance of the Services.

1.2 These Terms shall prevail over any other documentation proffered by or on behalf of the Personnel which shall not form part of the Assignment Contract.

1.3 In the case of any conflict between these Terms, the Contract Offer Letter and any documents enclosed with the Contract Offer Letter ("**Documents**"), such conflict shall be determined by the following order of precedence: first the Contract Offer Letter shall prevail, secondly these Terms and thirdly the Documents, unless otherwise specifically stated in the Contract Offer Letter.

2. **Definitions** - In all contracts to which these Terms apply, the following definitions shall apply, which may be further described in the Contract Offer Letter as applicable:

**"Assignment"** means any period during which the Personnel is engaged by the Company to undertake the Services for the Client.

**"Assignment Contract"** means the contract between the Company and the Personnel for the execution of the Services by the Personnel and comprises of the Contract Offer Letter, these Terms and the Documents.

**"Background IPR"** means any IPR which the Personnel can demonstrate was owned by it or licenced to it prior to the start of the Assignment and which it uses in the performance of the Services.

**"Client"** means the third party who contracts with the Company for the supply to it of Services by the Personnel.

**"Commencement Date"** means the date on which the Services are to commence as detailed in the Contract Offer Letter.

**"Company"** means the company within the NES Group that executed the Contract Offer Letter.

**"Confidential Information"** means any and all information of a confidential nature that the Personnel receives or has access to as a result of the provision of the Services including any information relating to the business of the Client and/or the Company and regardless of whether or not such information is marked as being "confidential".

**"Contract Offer Letter"** means the letter executed by the Company that provides the details of the Assignment which may be amended from time to time by the Company through a "**Contract Amendment Offer Letter**" (the Contract Offer Letter and the Contract Amendment Offer Letter may be referred to hereinafter as the Contract Offer Letter).

**"Day"** means the 24-hour day as denoted on the calendar.

**"Estimated Completion Date"** means the date by which the Services are intended to be completed as specified in the Contract Offer Letter unless terminated earlier in accordance with Clause 10.

**"Force Majeure"** means an event that is genuinely beyond the control of a party such as an act of God (such as fire, flood, earthquake or other natural disaster), war, terrorism or any other analogous event and shall not extend to the shortage of material, equipment, labour or supplies.

**"IPR"** shall mean intellectual property rights patents, inventions, know-how, trade secrets and other confidential information, designs, copyright, database rights and design rights, semiconductor topography rights, trade marks, service marks, logos, domain names, business names, trade names and all registrations or applications to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing-off.

3.

3.1

**"Law"** means any and all laws of the country in which the Company is incorporated including any legislative or regulatory provisions.

**"Location Country"** means the country in which the Services are performed.

**"Losses"** shall mean any and all costs, expenses, fees (including fees of legal and other professional advisers), losses, damages, indemnity obligations, monies owed to the Company by the Contractor and liabilities whether arising at law, contract, tort or otherwise incurred by or on behalf of the Company, any member of the NES Group, the Officers and/or the Client whether directly or indirectly and including those associated with any claims, actions or proceedings (whether actual or threatened).

**"Mobilisation Information"** shall mean the email communication from the Company confirming the details of the Personnel's mobilisation and practical details required in order for the Personnel to carry out the Services.

**"NES Group"** shall mean NES Fircroft Limited (trading as NES Fircroft) (a company registered in England with company number 12706788) or any company which at any time is a subsidiary of NES Fircroft Limited or is a subsidiary of such subsidiaries where 'subsidiary' shall have the meaning given to it by section 1159 of the Companies Act 2006 UK.

**"New Starter Details"** means signed Assignment Contract, bank details, photo ID and any other required details as set out in the Contract Offer Letter or these Terms.

**"Contractual Notice Terms"** means that specified in the Contract Offer Letter.

**"Officers"** shall mean all employees, directors and officers employed by the Company or the relevant member of the NES Group.

**"Pay Schedule"** means the calendar provided by the Company from time to time stating the dates for submission for Authorised Records (as defined in Clause 4.1) by the Personnel and dates for payment by the Company.

**"Personnel"** means the person providing the Services as a temporary Personnel through the Company to the Client identified in the Contract Offer Letter.

**"Professional Working Day"** means a minimum of 7.5 hours per day or such hours as are reasonably requested by the Client and required for the Assignment without additional payment.

**"Project Scope"** means the instruction given by Client representative such as: a) show Personnel where to go within (and how to access) the Client site; b) show which Client equipment / systems (if any) is to be used; c) authorisation of timesheets; d) confirmation of the scope of work and project objectives; e) confirmation of the project timescales, budget and quality standards; and f) confirmation of the health and safety policies and applicable safe systems of work, rules and guidelines to be followed at the Client site and/or offices.

**"Rate"** means the fee per time period which shall be payable by the Company to the Personnel in respect of the provision of the Services. The Rate reflects that the Company may be providing any applicable medical insurance, required statutory insurances, tax and visa administration services for the Personnel.

**"Services"** means the work to be undertaken by the Personnel during the Assignment as identified in the Contract Offer Letter and/or notified to the Personnel by the Company or Client from time to time.

**"Terms"** means these terms and conditions of business which are annexed to the Contract Offer Letter and includes any Pay Schedule and any addenda.

**"Working Day"** means any day of the week customarily worked in the Location Country excluding any national public holidays.

#### Personnel's Obligations

The Personnel warrants, represents and undertakes that all information supplied by the Personnel to the Company and/or the Client shall be true, accurate, complete and not misleading (including information such as curriculum vitae on which the Company and the Client may rely in making their decision to accept the Personnel). Without prejudice to the foregoing, the Personnel warrants, represents and undertakes that it has the necessary skills, qualifications, training and experience

- (such skills, qualifications, training and experience shall be collectively referred to as “**Capabilities**”) required to execute the Services or which are required by law or by any professional body. The Personnel shall, if required by the Company or the Client, provide satisfactory proof of Capabilities. In the event that the Personnel does not provide any such proof, the Company shall be entitled (but not obliged) to terminate this Assignment Contract in accordance with Clause **Error! Reference source not found.**
- 3.2 The Personnel shall carry out the Services with effect from the Commencement Date using the standard of care, skill, diligence, workmanship and safety that could reasonably be expected from a provider of services with a similar skill set and experience, and in any event, in the best interest of the Client, to the best of its ability, in a good and workmanlike manner, and in accordance with good industry practice and the requirements and standards reasonably required by the Company and the Client (such industry practice, engineering principles, manner, requirements and standards shall be collectively referred to as “**Standards**”). The Company acknowledges that the Personnel is a professional who expects to exercise reasonable autonomy and initiative, and take responsibility for the delivery of the Services and determination of the method of work appropriate to achieve the most effective execution of the Services in accordance with the Standards. The Company shall not be entitled (and will not seek) to supervise, direct or control the Personnel in the manner of execution of the Services. The Personnel shall perform the Services at or from the Client's office/site as specified in the Contract Offer Letter, or at such other office / site as reasonably required by, or mutually agreed in advance with the Client. The Personnel shall perform the Services during times mutually agreed in advance with the Client which may be set out in the Mobilisation Information. Where the Rate paid to the Personnel is a day rate, the Personnel shall be required to perform a Professional Working Day.
- 3.3 The Personnel warrants, represents and undertakes that they shall perform the Services themselves. The Personnel shall be entitled to replace themselves or sub-contract part or all of the Services, with the prior agreement of the Company, such agreement shall not be unreasonably withheld if the replacement has the appropriate Capabilities in the reasonable opinion of the Company and/or the Client. Where the Personnel provides such a substitute or sub-contractor (“**Substitute**”), the Personnel shall (i) ensure that such Substitute has the requisite Capabilities to perform the Services and has been pre-approved by the Client to carry out the Services at the Client's work site; (ii) if requested by the Company and/or the Client provide the Substitute free of charge for a period of time to be agreed by the Personnel and the Company and/or the Client to effect a hand-over of the Services; (iii) shall be responsible for payment to the Substitute; and (iv) shall remain responsible at all times for the acts and/or omissions of any Substitute. The Personnel shall ensure that the contract with the Substitute shall contain obligations that correspond to the obligations of the Personnel under the terms of this Assignment Contract.
- 3.4 The Personnel shall provide the Company with the New Starter Details and the commencement of the Assignment may further be, if so requested, dependent upon:
- (i) satisfactory references, certificates or such other documents being provided by the Personnel or obtained by the Company; and/or
  - (ii) the checking of criminal records disclosure by the Company and/or the Client;
  - (iii) the granting of security clearances by the Client; and/or
  - (iv) the granting of approvals or such other consents in relation to the performance of the Services;
- the Assignment shall be deemed to only have commenced when all such documents, clearances or consents are obtained to the satisfaction of the Company and the Client, and the Personnel shall not be entitled to any payment of the Rate prior to such date.
- 3.5 The Personnel also warrants, represents and undertakes that it shall:
- 3.5.1 maintain appropriate business standards, procedures and controls including those necessary to avoid any real or apparent impropriety and shall not engage in any conduct detrimental to the interests of the Company and/or the Client and shall promptly inform the Company of any potential detrimental conduct, breach of obligation owed to a third party, the giving or receiving of any offers of inducement of money, gifts or entertainment to any person or organisation, any potential or actual conflict of interest giving rise to a commercial or personal benefit, any event which may cause embarrassment and/or damage to the reputation, name or goodwill of the Company and/or the Client regardless of whether such event is in connection with or has any effect upon the performance of the Services, inability to perform the Services or reasons why the Personnel may not be suitable;
- 3.5.2 be responsible for taking such steps as may be reasonably practicable to safeguard their own health & safety and that of any other person who may be affected by the execution of the Services, including managing travel time and fatigue levels to comply with the Client's travel policies and procedures and attendance at any inductions or orientations at the Client's office/site (and the Company shall inform the Personnel of any known risks to health & safety of which the Company is actually aware). The Personnel shall notify the Company and the Client immediately it becomes aware of any accident or incident affecting or involving the Personnel while providing the Services to the Client;
- 3.5.3 strictly comply with any relevant legislative and regulatory requirements, and such rules, obligations, policies and procedures (including security, health & safety procedures, work permit, visa and immigration obligations) in force at the Client's premises where the Services are being executed and co-operate with the Client to enable the Client to perform its statutory duties. The Personnel shall comply with the Client's Project Scope and procedures, including:
- (i) complying with health and safety procedures including no-smoking policies; security arrangements and security searches of any possessions, articles and vehicles; and random drug and alcohol testing. In particular, the Personnel is prohibited from performing the Assignment whilst under the influence of alcohol and/or non-prescription drugs and or in possession of any weapons or any articles with the intention to cause damage or injury;
  - (ii) co-operating with the Client's staff and accepting the direction of any person in the Client's organisation to whom he is required to report and comply with all reasonable and lawful instructions within the Project Scope required by the Client;
- 3.5.3.1 The Company may take action, including termination of the Assignment Contract as appropriate, for conduct that contravenes such laws and/or policies. The Personnel shall attend any appropriate site inductions required by the Client;
- 3.5.4 inform the Client and the Company by telephone and in writing/email within 24 hours with details of any accident involving the Personnel and co-operate with the Client and the Company as required in any investigation;
- 3.5.5 furnish the Company and/or the Client with any progress reports or supporting documentation regarding the performance of the Services as may be reasonably requested from time to time;
- 3.5.6 be courteous and timely in providing reasonable notice to the Client of any proposed leave or absence or inability to perform the Services. If the Personnel is temporarily unable to perform the Services due to illness or other unavoidable reason, the Personnel shall inform the Client and the Company by no later than 1 hour after the normal start time on the first day of absence to enable alternative arrangements to be made and shall thereafter inform the Client and the Company of the position by no later than 1 hour after the normal start time on each subsequent day of absence. If the Personnel fails to comply with this Clause then the Company may terminate the Assignment Contract in accordance with Clause **Error! Reference source not found.**
- 3.5.7 at the Personnel's own expense, provide any materials (including tools, communications, safety equipment, computer hardware and software ensuring it contains up to date security and anti-virus protection) that may be necessary to execute the Services or may be reasonably required to do so and as agreed between the Personnel and the Client, and if the Client provides any equipment or material (including passes, keys and vehicles) it shall only be used for the purposes specifically authorised by the Client in connection with the provision of the Services and be returned to the Client by the Personnel at the end of the Assignment in good condition;
- 3.5.8 ensure that the Company's Data Management and Information Security Policy at Appendix B to Terms and any security requirements (including physical, IT, data management and data security) reasonably required by the Company and/or the Client are complied with;
- 3.5.9 undertake job and competency related training provided or required by Company and/or Client from time to time;
- 3.5.10 ensure that it has the right to live and work in the Location Country and/or the Work Location as applicable for the duration of the Assignment. The Company or the Client shall have the right to see proof of such entitlement upon request.
- 3.5.11 unless stated otherwise in the Assignment Details, the Personnel shall be deemed to be of single unaccompanied status regardless of actual marital status. The Personnel shall be responsible for all costs associated with travel, visits, accommodation, insurance or related matters by their family and/or dependents.
4. **Work Record and Expenses**
- 4.1 The Personnel shall submit to the Company for each Payment Period, in accordance with the Pay Schedule enclosed with the Contract Offer Letter, or on another basis agreed in writing with the Company, a written record (request for payment or other such document in a form approved by the Company and/or the Client, which shall include using Company or Client online system) of the Services (together with original supporting information as the Company may from time to time request) actually performed by the Personnel and signed by an authorised representative of the Client (the “Authorised Record”). Subject to the Client's prior approval for the Personnel to provide the Services outside the normal working day, the enhanced rate (if any) set out in the Contract Offer Letter or as otherwise agreed may be applied and shall be consistent with the Client's policy for independent contractors. All Authorised Records must be received by the Company no later

- than 14:30 hours (local time) on the Tuesday in the week following the end of the Payment Period as identified in the Pay Schedule (or such other time as the Company notifies the Personnel in advance) so it can be verified and processed for payment.
- 4.2 In the event of the Company agreeing with the Client that the Company is to make payment of certain expenses authorised by the Client to the Personnel, then the Personnel shall submit to the Company a written record (including an expense claim form or other such document in a form approved by the Company, together with any original receipts and other original supporting information as the Company may from time to time request) duly completed detailing the actual genuine expenses properly and reasonably incurred by the Personnel in the performance of the Services which are consistent with the Client's expense policy for independent contractors and signed by an authorised representative of the Client (the "Authorised Expense Claim"). All Authorised Expense Claims must be received by the Company no later than 14:30 hours (local time) on the Tuesday following the month end so it can be verified and processed for payment.
- 4.3 The Company shall not make any incorrectly claimed payment to the Personnel nor shall the Company be obliged to make any payments for time and/or expenses claimed in respect of the Services performed by the Personnel unless and until the Authorised Record and/or Authorised Expense Claim is properly submitted to the Company within 45 Days of either the commencement of the Assignment Contract or the last payment made to the Personnel by the Company and has been properly verified by the Client. Should the Client dispute any invoice for Services performed by the Personnel then the Company reserves the right at its own discretion to either claim a refund from the Personnel for such disputed Services or set off such disputed amount against any monies payable to the Personnel in accordance with clause **Error! Reference source not found.** below. The Company shall not be obliged to commence legal proceedings or terminate or suspend any contract with the Client in order to obtain any payments, expenses or applicable taxes.
- 4.4 A duplicate copy of each Authorised Record and/or Authorised Expense Claim must be provided by the Personnel to the Client. The original Authorised Record and/or Authorised Expense Claim (or duplicate copy if the original(s) are provided to the Company) must also be retained by the Personnel for at least 6 years and delivered up to the Company upon request within 7 Days.
5. **Payments to the Personnel**
- 5.1 The Company shall be solely responsible for the payment of all amounts approved by the Client and properly due to the Personnel in respect of the Services performed by the Personnel provided the Company reasonably expects the Client to pay for such Services. The Company shall deem the Authorised Record and/or any Authorised Expense Claim to be an invoice from the Personnel and shall provide the Personnel with a statement detailing how such amounts are calculated (the "Remittance"). The Company shall be entitled to deduct from any payment due to the Personnel any amount that the Company is required by law or any regulatory authorities to deduct and shall account for such amounts to the appropriate authorities and detail such deductions in the Remittance.
- 5.2 Unless otherwise set out in the Contract Offer Letter and subject to Clauses 4.1 and 4.2 the Company shall make payment to the Personnel by bank transfer and such bank transfer will normally be processed by the Company within 7 Days from the last day of the month. If such payment is not made, whether due to public holidays or for any other reason, the Company will make payment to the Personnel as soon as reasonably possible thereafter. The Company cannot guarantee when the payment shall reach the Personnel's bank account as this is subject to the Personnel's bank's procedures.
- 5.3 The Company is not obliged to pay the Personnel at any time when there is no Assignment Contract and the Personnel is not entitled to receive payment from the Company (unless agreed in writing by the Company to the contrary) in respect of any period during which the Services are not provided or required by the Client, for any reason whether in respect of the Personnel's leave, illness or absence for any other reason, or if the Services are not provided during the Contractual Notice Terms. The Personnel is an independent contractor and there is no mutuality of obligation between the parties. Unless otherwise stated in the Contract Offer Letter the Company is not obliged to pay the Personnel for lunch or other breaks and daily travel time to and from the Client's site.
- 5.4 If the Company reasonably believes that the Client may not pay the Company in relation to the Services or may delay payment, the Company may delay payment to the Personnel until the Client has paid the Company provided that the Company uses reasonable endeavours to obtain such payments from the Client. Any payments in addition to the agreed Rate to be made to the Personnel are at the Client's discretion, and Company is not liable to pay them to the Personnel if Client fails to pay, or if Company reasonably believes that Client will fail to pay such payments. The Company may not make payment until the Client has paid the Company. The Company is not obliged to chase and/or litigate against the Client on behalf of Personnel.

6. **Taxes**
- 6.1 The Personnel shall be solely responsible for any tax on personal income and any other taxes, contributions, deductions, penalties and/or interest which the Personnel is obliged to pay to any legislative and/or governmental authority (whether arising in the Location Country or any other country) arising from the provision of the Services which the Company does not deduct under Clause 5.1 above. Subject to Clause 5.1, the Personnel shall indemnify and hold harmless the Company, its directors, officers and employees against all taxes, contributions, deductions, penalties and/or interest not detailed in the Remittance as shall from time to time be due from or assessed on the Personnel by any legislative and/or regulatory authority.
- 6.2 Subject to the Company receiving correct, proper and timely information from the Personnel and/or acting in accordance with instructions issued by the Personnel, the Personnel shall not be responsible for any penalties or interest incurred as a direct result of any negligent act or negligent omission on the part of the Company in the payment on behalf of the Personnel of taxes, contributions and/or deductions that the Company identified in the Remittance provided to the Personnel as being paid by the Company to legislative and/or governmental authorities, as set out in Clause 5.1. For the avoidance of doubt, the Personnel shall remain liable for any taxes, contributions and/or deductions that are due to any legislative and/or governmental authorities not deducted from the payment made to the Personnel as detailed in the Remittance.
7. **Liability**
- 7.1 It is the sole and exclusive responsibility and liability of the Personnel to perform the Services and the Personnel understands and acknowledges that the Company exercises no control, direction or influence over the Personnel's provision of the Services, and as such, the Personnel accepts all responsibility and liability in connection with the Services including any acts, omissions or negligence of the Personnel and any breach by the Personnel of its obligations under this Assignment Contract, subject always to Clause 7.3.
- 7.2 Where the Personnel fails to perform the Services in accordance with the requirements of this Assignment Contract, following notification by the Company and/or the Client during or after completion of the Assignment Contract the Personnel shall rectify and/or re-perform at the Company's and/or the Client's discretion such defective Services promptly and at its own cost and expense as soon as reasonably possible but no later than 20 Days after being notified.
- 7.3 Nothing in the Assignment Contract shall operate to exclude or restrict either party's liability for: (i) death or personal injury resulting from its negligence; (ii) fraud or deceit; and/or, (iii) any other form of loss, damage or liability which cannot be excluded or limited by applicable Law.
- 7.4 The Personnel shall indemnify in full and on-demand and hold harmless the Company the Officers and the Client against all Losses connected with:
- 7.4.1 any act, omission, breach or neglect on the part of the Personnel or otherwise in connection with the performance and/or non-performance of the Services;
- 7.4.2 the execution, performance of and/or any failure to perform, the Services as required by this Assignment Contract including the standard and quality of such Services (including any claim against the Company by or on behalf of the Client);
- 7.4.3 any claim by a third party against the Company, the NES Group and/or the Client alleging that its IPR has been infringed (save to the extent the claim relates to materials created or provided by the Company and/or the Client);
- 7.5 Subject to Clause 7.3, the Company shall not be liable to the Personnel in contract, tort (including without limitation negligence or breach of statutory duty) or otherwise for any of the following losses or damages, whether direct or indirect, arising out of, or in connection with this Assignment Contract: (i) loss or damage incurred by the Personnel as a result of any third party claims; (ii) loss of actual or anticipated profits; (iii) loss of business or business opportunity; (iv) loss of revenue; (v) loss of anticipated savings; (vi) loss of goodwill; (vii) injury or damage to reputation; and/or, (viii) any indirect, special or consequential loss or damage howsoever caused even if the Company was advised of the possibility of such loss or damage in advance.
- 7.6 Neither party shall be liable to the other or be deemed to be in breach of this Assignment Contract by reason of any delay in performing, or any failure to perform, any of its obligations under this Assignment Contract, if the delay or failure was due to a Force Majeure event provided that the party claiming such Force Majeure event has: (i) used reasonable endeavours to notify the other party within 2 Working Days of the Force Majeure event occurring, specifying the Force Majeure event, the date on which the Force Majeure event started and the effects and likely duration of the Force Majeure

- event on its ability to perform under the Assignment Contract; and (ii) uses all reasonable endeavours to mitigate the effect of such Force Majeure event on itself, the other party and the Client (in the case of the Personnel); and, (iii) notified the other party in writing that the Force Majeure event has ended and shall resume the performance of its obligations as soon as reasonably possible thereafter.
- 7.7 Except as expressly set out in this Assignment Contract, all conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to this Assignment Contract are excluded to the extent permitted by law.
- 7.8 From time to time, the NES Group may introduce to the Personnel providers of services or advice. The NES Group does not warrant or represent and is not responsible for the quality, fitness for purpose or otherwise of the services or advice provided by such providers. Subject to Clause 7.3, the NES Group does not accept any liability for the services or advice or acts or omission of any such third party provider.
8. **Use of Motor Vehicles**
- 8.1 Where there is an operational need for the Personnel to drive a motor vehicle during the performance of the Services the Company or the Client may provide the Personnel with such vehicle as stated in the Contract Offer Letter. The Personnel shall have a full and valid driving licence and shall be fully insured (with a policy permitting business use under such circumstances) against damage or loss caused to third parties and their property whilst driving such a vehicle on the public highway or the premises of the Client.
9. **Confidentiality and Intellectual Property Rights**
- 9.1 As provided for in the Confidentiality Agreement contained in Addendum 1 to these Terms, the Personnel shall at all times keep all Confidential Information strictly private and confidential and shall not use it for any purpose other than as strictly necessary for the execution of the Services and as directed by the Client in respect of the Services. The Personnel acknowledges that in receiving Confidential Information it is accepting an obligation of confidence and trust which it shall not abuse. The provisions of this Clause shall not apply to any Confidential Information which comes into the public domain otherwise than as a result of any unauthorised disclosure by the Personnel.
- 9.2 The Personnel acknowledges that it shall have no right or interest in any IPR created or contributed to by it in connection with the Services (other than Background IPR) and that all such IPR shall ultimately vest in the Client.
- 9.3 If requested to do so by the Client (or the Company acting on the request of the Client), the Personnel shall enter into such documentation as the Client may require in order to protect the Client's Confidential Information, comply with the provisions of the Law, and to formally assign the IPR to the Client, to perfect the Client's title to such IPR and to evidence the Personnel's compliance with Clause 9.4 below.
- 9.4 The Personnel:
- 9.4.1 shall waive any 'moral rights' that may subsist in any materials which are created or contributed to by the Personnel;
- 9.4.2 hereby grants a non-exclusive, irrevocable, royalty-free and perpetual licence to the Client to use, modify, develop and sub-licence the Background IPR for its internal business purposes;
- 9.4.3 shall deliver up to the Client (or the Company acting on the request of the Client) all documents and other materials belonging to the Client (and all copies thereof) which are in the possession of the Personnel including documents and other materials created by or contributed to by the Personnel during the course of the execution of the Services together with any Confidential Information of the Client and any materials which contain the Client's IPR; and
- 9.4.4 shall ensure that it has all rights, consents and licences necessary for it to use any materials that it uses in connection with the provision of the Services.
- 9.5 The Personnel's obligations under this Clause 9 shall be at no cost or expense to the Client or the Company.
10. **Cessation and Suspension of Performance**
- 10.1 Either the Company or the Personnel may terminate this Assignment Contract by giving the other notice of not less than the Contractual Notice Terms. In the case of notice from the Personnel to the Company the notice must be in writing.
- 10.2 Notwithstanding Clause 10.1, for the reasons given in Sub-clauses 10.2 (i) to 10.2 (vii) the requirement for the Personnel to execute the Services may cease and this Assignment Contract may automatically terminate at the same time, at the discretion of the Company, provided that the Company shall use its reasonable endeavours to give either verbally or in writing (including by email) the Personnel as much notice as is reasonably possible of such termination, when:
- (i) the Services are not being performed to the satisfaction of either the Company or the Client; or
  - (ii) there is, or in the reasonable opinion of the Company is likely to be, a material breach or persistent minor breaches of any term or condition of the Assignment Contract by the Personnel; or
  - (iii) there is a non-observance by the Personnel of its obligations under this Assignment Contract, including any agreement with the Client to attend an agreed location between certain times or carry out the Services at certain times; or
  - (iv) the Company has reason to believe the Client may not pay any or all of the Company's invoices and/or the contract between the Company and the Client for the Services and/or their provision by the Personnel is terminated for any reason; or
  - (v) the Personnel is guilty of any criminal act, gross misconduct or any conduct which may bring the Personnel, the Client or the Company into disrepute or damage their name or reputation; or
  - (vi) if the Company reasonably believes that the Personnel has become or is likely to become a prohibited person (under relevant law, including without limitation, by reason of capacity, solvency, qualification, undischarged bankruptcy, criminal or civil prosecution, residency or international embargo or restriction) or engage in any unlawful business (under relevant law, including without limitation, any illegal activity); or
  - (vii) if in the reasonable opinion of the Company the Personnel is unable to perform the Services or is unsuitable or it is no longer appropriate for the Assignment Contract to remain in force.
- 10.3 In the circumstances of termination contemplated by Clause 10.1, the Company may elect to either (i) require the Personnel to perform the Services during all or part of the Contractual Notice Terms or (ii) pay the Contractor in lieu of all or part of the Notice Period or (iii) not make any payment to the Personnel if no Services are provided during the Contractual Notice Terms. If the Personnel does not provide the required Contractual Notice Terms, the Company shall be entitled to withhold from any final payment owed to the Personnel, an amount equivalent to the value of the Contractual Notice Terms. For the avoidance of doubt, any payment in lieu of the Contractual Notice Terms shall only be in respect of actual Days the Personnel would normally have been expected to have worked during such Contractual Notice Terms.
- 10.4 Notwithstanding the existence of this Assignment Contract, if the Assignment never in fact commences then neither party is required to give notice of termination of this Assignment Contract pursuant to Clause 10.1 above.
- 10.5 For the avoidance of doubt there is no contractual requirement for the Contractual Notice Terms for termination to be given to the Personnel by the Company in any circumstances contemplated by Clause **Error! Reference source not found.** and 10.4, and the Company shall effect such termination without liability including for payment.
- 10.6 Notwithstanding any other provision of this Assignment Contract, the Company may elect at any time by notice in writing to the Personnel to require the Personnel to temporarily suspend performance of the Services, in whole or in part, for such period of time as the Company and/or the Client may reasonably determine provided that the Company issues such notice based on reasonable grounds (including circumstances where the Company reasonably believes that the Personnel has breached or may breach any of its obligations under this Assignment Contract, there may be a risk to the security, health and/or safety of the Personnel or third parties). The Personnel shall comply with such notice on receipt. The Terms set out in the Assignment Contract shall remain in full force and effect during such period of suspension and the Personnel shall not receive payment from the Company and/or the Client for such period.
- 10.7 In the event that any communication to the Personnel pursuant to this Clause 10 is provided by the Client for expediency, such notice shall be deemed to take effect as if it had been served by and on behalf of the Company without any further formality or requirement and the Personnel shall comply with it on receipt as if it had been served by the Company (unless the Company otherwise notifies the Personnel).

10.8 Termination or suspension of the Assignment Contract shall take effect without prejudice to any accrued rights and liabilities of either party.

**11. Protection of Company's Business**

11.1 The Personnel hereby acknowledges that the Company expends significant resources in sourcing and maintaining its Clients and is entitled to protect its commercial interests.

11.2 Whilst the Personnel shall be fully entitled to service other contracts during and after the currency of the Assignment Contract (where that does not inhibit, interfere or conflict with delivery of the Services for the Assignment Contract or the fulfilment of the obligations of this Assignment Contract), the Personnel shall not (other than under a contract with the Company or an NES Group company) provide services to the Client (or any subsidiary, holding or associated company of the Client) to whom the Personnel has been introduced by the Company, until six months following the later of (i) introduction, or (ii) the end of the most recent Assignment Contract with the Client.

11.3 The Personnel shall inform the Company as soon as practicable after it becomes aware if, within 6 months following the later of (i) introduction by the Company to the Client, or (ii) the end of the most recent Assignment with the Client, the Client (or any subsidiary, holding or associated company of the Client) makes an offer of employment or engagement (other than through the Company or an NES Group company) direct to the Personnel.

11.4 An introduction of the Personnel to the Client shall be deemed to have been made by the Company if sufficient information has been provided by the Company for the Personnel introduced to be identified by the Client, unless the Personnel already has a connection with the Client and so informs the Company within 5 Days of the introduction by the Company, and (if requested) provides satisfactory documentary evidence.

11.5 This Clause 11 shall only apply where the Company has been responsible for introducing the Personnel to the Client and not where the Client has referred the Personnel to the Company.

11.6 If the Contractor or the Personnel provide services to the End-User, other than pursuant to an Assignment Contract with the Company or the NES Group, prior to the expiry of six months following the later of (i) introduction by the Company to the End-User, or (ii) the end of the most recent Assignment with the End-User, the Contractor shall and shall procure that the Personnel shall, hold all monies received from the End-User in respect of such services on trust for the Company, provided that if such sums exceed the amount that the Company would have received in respect of the Company's profit margin had the services been provided by the Company through this Assignment Contract, the Contractor shall not be obliged to hold such excess on trust for the Company. Where such sums are held on trust for the Company, the Contractor shall immediately pay such monies to the Company on demand.

**12. Relationship between the Parties**

12.1 The Assignment Contract constitutes a contract for services between the Company and the Personnel and governs each and every Assignment Contract undertaken by the Personnel. No contract shall exist between the Company and the Personnel between Assignments.

12.2 Neither the Company nor the Client is obliged to offer work to the Personnel during the term of this Assignment Contract or following its completion, and if any such offer is made, the Personnel is not obliged to accept it. The obligations that the Company accepts towards the Personnel, and that the Personnel accepts towards the Company and the Client, are limited to those expressly set out in this Assignment Contract and there is no intention to create or imply any mutuality of obligation either in the course of or between any performances of services including any Contractual Notice Terms.

**13. Right of Set Off**

13.1 The Company shall be entitled at any time during, or in any event upon termination of, this Assignment Contract to deduct from payments due to the Personnel any overpayments made at any time, or expenses that the Client disputes, unrecoverable expenses, absences, loans, or advances, Losses, indemnity obligations and/or monies otherwise owed to the Company by the Personnel including any costs, fees or expenses, (i) which are paid to or incurred by the Client in connection with any services and/or work performed by the Personnel for the Client (including the Personnel's failure to undertake such work and/or services in accordance with the Client's requirements or any allegation that such work and/or services are defective); and/or (ii) attributable to the cost of repairing any damage or loss to the Client's or the Company's property caused by the Personnel.

13.2 The Company reserves the right to reclaim from the Personnel any payments to which the Personnel is not legally entitled, within the maximum period allowed by Law, by any means appropriate and reserves the right to deduct from any other payment due to the Contractor under any other agreement with the Company or the NES Group

**14. Data Processing**

14.1 The Personnel hereby consents to the Company and the Client processing and use of any and all personal data both inside and outside the European Economic Area and as between the Company and the NES Group and any third parties to whom any member of the NES Group may need to disclose the data in order for the Personnel to provide the Services (including the Client and any sub-contractors of and suppliers to the NES Group) and/or to comply with any legal or regulatory obligations (which may involve disclosure to any relevant regulatory authorities or law enforcement agencies).

14.2 The Personnel will immediately inform any person about whom he has provided personal information, such as his family, solicitor or contact person. The Personnel will inform them that their personal information has been collected by the Company for the purposes of the Personnel's mobilisation under this Assignment Contract and that personal information may be disclosed to other organisations involved in the relocation, management or administration of the mobilisation as required by law or with their consent. The Personnel will inform them that they can gain access to their personal information.

**15. General**

15.1 In these Terms (unless the context otherwise requires):

15.1.1 the words "including" and "include" and words of similar effect shall not limit the general effect of the words which precede them;

15.1.2 where capitalised words or phrases are shown in quotation marks such words and phrases shall be deemed to be defined terms which shall bear the meaning ascribed to them wherever used in these Terms;

15.1.3 reference to a party shall be construed to include its successors and permitted assignees or transferees;

15.1.4 words importing the singular shall include the plural and vice versa;

15.1.5 words importing any one gender shall not exclude other genders;

15.1.6 clause headings are purely for ease of reference and do not form part of or affect the interpretation of these Terms;

15.1.7 reference to any regulatory or legislative provision(s) shall be deemed to include any statutory instrument, by-law, regulation, rule, subordinate or delegated legislation or order and any related guideline or code of practice which are made under it and any subsequent re-enactment or amendment of the same;

15.1.8 reference to the Terms or terms and conditions of business shall be to these Terms as amended from time to time.

15.2 A person who is not a party to this Assignment Contract shall not have any rights under or in connection with it except that the Client shall be entitled to enforce the provisions of this Assignment Contract directly against the Personnel to the extent that such provisions are intended to be for the benefit of the Client (and the parties hereto agree that clause 7.4 is intended to be for the benefit of the Client). This does not affect any right or remedy of a third party that exists, or is available.

15.3 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Assignment Contract are not subject to the consent of any person that is not a party to this Assignment Contract.

15.4 The Company shall have the right to vary this Assignment Contract where the Company reasonably considers it necessary to do so in order to take account of any actual or forthcoming changes in applicable laws, regulations, codes of practice and/or guidance. In so doing, the Company shall use its reasonable endeavours to provide the Personnel with no less than 20 Days notice, where the Company considers it practicable to do so.

15.5 The remedies available to either party under this Assignment Contract shall be without prejudice to any other rights, either at common law or under statute, which either party may have against each other. The failure or delay to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to this Assignment Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect either party's right later to enforce or exercise it.



- 15.6 Each provision of this Assignment Contract is severable and distinct from the others. If any such provision is or at any time becomes to any extent invalid, illegal, or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of this Assignment Contract but (except to that extent in the case of that provision) it and all other provisions of this Assignment Contract shall continue in full force and effect and their validity, legality and enforceability shall not be thereby affected or impaired.
- 15.7 The Personnel shall not be entitled to subcontract, assign, novate or otherwise transfer the benefit, burden and/or its rights or obligations under this Assignment Contract without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed). The Company is entitled to subcontract, assign, novate or otherwise transfer the benefit, burden and/or its rights or obligations under this Assignment Contract to any NES Group company without the prior written consent of the Personnel.
- 15.8 These Terms, the Contract Offer Letter and Documents entered into pursuant to, or in connection with, the Assignment Contract constitute the entire agreement and understanding between the parties in respect of its subject matter and supersedes all former warranties, statements, representations, understandings, undertakings and agreements (in each case whether written or oral) made by or between the parties relating to such subject matter. The parties have not relied upon, and will have no remedy in respect of, any warranty, statement, representation, understanding or undertaking made by any party (whether or not that party is a party to the Assignment Contract) unless it is expressly set out in the Assignment Contract. The only remedy available to each party in respect of any such warranty, statement, representation, or understanding will be damages for breach of contract. Nothing in the Documentation shall restrict or exclude any party's liability for fraudulent misrepresentation.
- 15.9 No amendment or variation to this Assignment Contract shall be effective unless it is in writing in the form of a Contract Amendment Offer Letter and signed by authorised representatives of both parties (subject to Clause 15.4 above).
- 15.10 The obligations, liabilities and restrictions on the Personnel contained in Clauses 1, 2, 6, 7, 8, 9, 11, 13, 14 and 15 of these Terms shall survive its termination indefinitely.
- 15.11 The construction, validity and performance of this Assignment Contract including any disputes or claims in connection with it or its subject matter shall be governed by the Law and the Parties irrevocably submit to the exclusive jurisdiction of the courts of the country in which the Company is incorporated save that the Company may seek interim or injunctive relief in any court worldwide accepting jurisdiction in relation to the protection of the Company's and/or Client's IPR and/or Confidential Information. The Personnel irrevocably acknowledges that it is contracting with the Company and that its only cause of action shall be against the Company and not against any other member of the NES Group of companies.

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**APPENDIX A TO TERMS –  
CONFIDENTIALITY AGREEMENT**

**Parties:**

- (1) The Company and/or the Client as applicable ("**Disclosing Party**").
- (2) The Personnel ("**Receiving Party**").

**WHEREAS:**

- (1) The Company has entered into a contract with the Client to supply the services of the Personnel to the Client.
- (2) The Client may have made available and may wish to make available to the Personnel certain Confidential Information (as defined below). The Company and the Client wish to protect such information in the manner set out in this Confidentiality Agreement.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1. Definitions**

"**Confidential Information**" means any and all information of a confidential nature that the Personnel receives or has access to as a result of the provision of the Services including any information relating to the business of the Client and/or the Company and regardless of whether or not such information is marked as being 'confidential'.

"**Party**" means a party to this Confidentiality Agreement

**2. Undertakings**

The Receiving Party hereby undertakes:

- 2.1. to maintain the Confidential Information in strict confidence and, save as provided herein, not to divulge any of the Confidential Information to any third party;
- 2.2. not to make use of the Confidential Information other than for the purpose of the Services;
- 2.3. that the disclosure of the Confidential Information shall not be deemed to confer any proprietary or licence rights upon the Receiving Party;
- 2.4. to take or to permit to be taken only such copies of any document or other material (in whatsoever medium) embodying any of the Confidential Information as are reasonably necessary for the purposes mentioned herein and forthwith on request at any time to return (and procure the return by any third party to whom disclosure of any of the Confidential Information by it has been made) to the Disclosing Party or as it may direct all or any of the documents or other material containing or embodying the Confidential Information together with all copies thereof and extracts therefrom;
- 2.5. to confirm to the Disclosing Party in writing at any time on request that it has complied with the provisions hereof;
- 2.6. if Receiving Party receives any communication requesting disclosure of any of the Confidential Information or indicating an intention to obtain or the fact that there has been obtained any order which would oblige the Receiving Party in law to disclose any of the Confidential Information, the Receiving Party will (immediately and by the fastest means possible, confirmed in writing) communicate to the Disclosing Party the fact that the communication has been received and all details of the same with a view to the Parties co-operating in taking all reasonable and proper steps to ensure so far as is possible that the Confidential Information are maintained in the strictest confidence; and
- 2.7. The Receiving Party agrees that it considers that the restrictions contained in this paragraph are no greater than is reasonable and necessary for the protection of the Disclosing Party's interests.

**3. Acknowledgement and confirmation**

Each Party hereby further acknowledges and confirms to the other as follows:

- 3.1. Neither the Disclosing Party nor the NES Group nor the Officers accept responsibility or liability for or make any representation, statement or expression of opinion or warranty, express or implied, with respect to the accuracy or completeness of the Confidential Information or any oral communication in connection therewith;
- 3.2. the provisions of this Agreement shall continue in effect notwithstanding termination of the Services or any return or destruction of the Confidential Information; and
- 3.3. that damages alone would not be an adequate remedy for any breach of the provisions of this Agreement and, accordingly, without prejudice to any and all other rights or remedies that the Disclosing Party may have against the Receiving Party, the Disclosing Party shall be entitled without proof of special damage to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement by the Receiving Party. The Disclosing Party reserves its right to seek injunctive relief in any court worldwide.

**4. Exemption**

The above undertakings shall not apply to Confidential Information which:

- 4.1. is or becomes publicly available, other than as a result of a breach of this Agreement, or becomes lawfully available to the Receiving Party to whom it is disclosed for the purposes of the Services from a third party free from any confidentiality restriction; or
- 4.2. the Receiving Party is required to disclose;
  - (i) by law;
  - (ii) by any rule or regulation of any stock exchange;
  - (iii) by any Court procedure; or
  - (iv) by any rule or regulation of any governmental or quasi-governmental authority,

provided that, so far as is practicable to do so the Receiving Party shall consult with the Disclosing Party prior to such disclosure with a view to agreeing its timing and content.

**5. General**

- 5.1. The construction, validity and performance of this Confidentiality Agreement including any disputes or claims in connection with it or its subject matter shall be governed by the Law and the Parties irrevocably submit to the exclusive jurisdiction of the courts of the country in which the Company is incorporated save that the Company may seek interim or injunctive relief in any court worldwide accepting jurisdiction in relation to the protection of the Company's and/or Client's IPR and/or Confidential Information.
- 5.2. This Appendix forms part of the Terms.

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**APPENDIX B TO TERMS –  
DATA MANAGEMENT AND INFORMATION SECURITY POLICY**

This Data Management and Information Security Policy (the "Policy") forms part of the Assignment Contract between the Company and the Personnel and uses the same definitions set out in the Terms, and must be complied with by each Personnel.

The purpose of this Policy is to advise the Personnel of the requirements to ensure IT (including but not limited to use of the Internet, email, hardware, software, communication equipment) data management and data security obligations are met whilst contracted by any NES Group company. This Policy offers guidance relating to general policies and obligations of data management and information security and must be adhered to as a minimum requirement in addition to any other requirements or standards issued by the Client. Furthermore, it is the responsibility of the Personnel to obtain, and sign if applicable, a copy of any such data security policies in use by the Client on commencing the Assignment and abide by the requirements and obligations stipulated within such a policy.

**COMPUTER AND INTERNET USAGE**

Where the Personnel is provided access to the Client's computer network and/or the internet in the delivery of the Services as specified in the Assignment Contract, the network and/or internet shall be used for authorised and legitimate business purposes only. The Personnel has a responsibility to ensure the Client's computer resources are used in a professional, lawful and ethical manner and shall not be used for inappropriate means purposes including, but not limited to, unlicensed and malicious software or viruses.

If Personnel are allocated User ID and/or passwords by the Client, Personnel must use their best endeavours to protect the passwords and the security of the computer network at all times.

The Client reserves the right to monitor the use of any of their technology, hardware, software or other applications referred to in this policy by the Personnel, and if necessary withdraw access if they deem Personnel's use to be in contravention with Client's acceptable use or other policies and/or terms and conditions.

Misuse may result in the Company taking whatever action necessary including, but not limited to, termination of the Assignment Contract and/or recovery of any loss incurred.

**CLIENT DATA**

The Personnel shall use the standard of care, skill, diligence, workmanship and safety that could reasonably be expected from a provider of services with a similar skill set and experience, and in any event, in accordance with good industry practice and the requirements and standards reasonably required by the Company and the Client in using and protecting the Client's data. In particular the Personnel shall:

- not delete or remove any proprietary notices contained within or relating to Client's data;
- not store, copy, reproduce, disclose, publish, supply or use the Client's data except as necessary for the performance by their obligations under the Assignment Contract, or as otherwise expressly authorised in writing by the Client;
- to the extent that the Client's data is held and/or processed by the Personnel, supply that data as requested by the Client in the format specified;
- take responsibility for preserving the integrity of the Client's data and preventing the corruption or loss of the Client's data; and
- ensure that any system on which the Personnel hold and/or manage any Client's data, including back-up data, is in a secure system.

If at any time the Personnel suspects or has reason to believe that the Client's data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Personnel shall notify the Client and the Company immediately.

**PROTECTION OF PERSONAL DATA**

Any personal data within the meaning of the Data Protection Act 2018 ("DPA") that the Personnel are required to handle by Client must be handled in accordance with the DPA and all other applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner. Such obligations shall include treating Personal Data (as defined under the DPA) as confidential and undertaking a duty not to publish, disclose or divulge Personal Data to any third party, unless directed to do so by the Client. The Personnel shall not perform duties in such a way as to cause the Client to breach any of its applicable obligations under the DPA or other applicable legislation. The Personnel shall seek specific Client's requirements and comply in accordance with those written or spoken requirements.

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**APPENDIX C TO TERMS –  
CONTRACTOR SAFETY, HEALTH AND ENVIRONMENTAL (SHE) POLICY**

The safety and health of our contractor workforce is of paramount importance. It is our company policy to ensure, wherever possible, the SHE welfare of our contractors and the safety of any other persons who may be affected by their activities. Contractors are expected to integrate into the client workforce, ensuring that the highest standards are maintained at all times and that SHE instructions and guidelines are followed. All of our contractors are provided with relevant SHE information, guidance and communication as part of our Contractor SHE Programme.

**COMPANY RESPONSIBILITIES**

1. To ensure that SHE programmes take account of a comprehensive range of safety, health and environmental needs.
2. Appoint competent persons to assist in meeting SHE duties and responsibilities including, where appropriate, specialists from outside of the organisation.
3. Ensure that all contractors are provided with the necessary information, guidance and communication to carry out their tasks safely.
4. SHE arrangements are brought to the attention of both client and contractor and are monitored and reviewed on a regular basis to ensure that they are effective.

**CONTRACTOR RESPONSIBILITIES**

1. Comply with their legal duties and co-operate with Company and the client to ensure compliance with their SHE duties.
2. Ensure that they attend all SHE related training and instruction as determined by the client or Company during mobilisation and whilst on client sites.
3. Take reasonable care of their own SHE activities and the health and safety of others who may be affected by their acts or omissions.
4. Familiarise themselves with the SHE arrangements that apply to them and their office/site and other work areas.
5. Report all accidents and incidents to the Client and Company.

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