

ORBIS MEDICS LTD.

TERMS OF BUSINESS

THE PARTIES

- (1) Orbis Medics Ltd. (registered company no. 10344924 of The Incuba, 1 Brewers Hill Road, Dunstable, Bedfordshire, LU6 1AA (“**the Employment Business**”).
- (2) (“**the Client**”) to whom the Consultancy is Introduced. For the avoidance of doubt the Client shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Consultancy is introduced.

RECITALS

- (A) The Employment Business carries on the business of sourcing and supplying consultancies to provide services to Clients of the Employment Business. The Client has instructed the Employment Business to supply a Consultancy to provide certain services, as specified in the attached schedules (“**the Schedules**”) (“**the Consultancy Services**”).
- (B) The Employment Business will introduce a Consultancy to the Client to provide the Consultancy Services to the Client on the terms and subject to the conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following definitions apply:

- “Agency Workers Regulations”** means the Agency Workers Regulations 2010
- “Assignment”** means the Consultancy Services to be performed by the Consultancy Staff for the Client for a period of time during which the Consultancy is supplied by the Employment Business to provide the Consultancy Services to the Client;
- “Charges”** means the charges as notified to the Client at the commencement of the Assignment and which may be varied by the Employment Business from time to time during the Assignment. The charges are comprised of the Consultancy Fees, the Employment Business' commission, and any travel, hotel or other disbursements as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable; the charges will be payable to and collected by the Employment Business
- “Comparable Employee”** means an employee of the Client who (a) works for and under the supervision of the Client and is engaged in the same or broadly similar work as the Consultancy and/or the Relevant Consultant having regard, where relevant, to whether the employee and the Consultancy Staff and/or Relevant Consultant have a similar level of

qualification and skill; (b) works or is based at the same establishment as the Consultancy and/or the Relevant Consultant or, where there is no comparable employee working or based at that establishment who satisfied the requirements of (a) above, works or is based at a different establishment and satisfied those requirements; which are further defined in Regulation 5(4) of the AWR.

- “Conduct Regulations”** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003
- “Consultancy”** means the person, firm or corporate body Introduced to the Client by the Employment Business to carry out an Assignment (and, save where otherwise indicated, includes Consultancy Staff and any third party to whom the provision of the Consultancy Services is assigned or sub-contracted with the prior approval of the Client and any officer, employee, worker or representative of any such third party);
- “Consultancy Fees”** means the fees payable to the Consultancy for the provision of the Consultancy Services;
- “Consultancy Staff”** means any officer, employee, worker or representative of the Consultancy supplied to provide the Consultancy Services (and, save where otherwise indicated, includes any officer, employee, worker or representative of any third party to whom the provision of the Consultancy Services is assigned or sub-contracted with the prior approval of the Client);
- “Data Protection Laws”** means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;
- “Engagement”** means the engagement, employment or use of the Consultancy’s services or the services of any Consultancy Staff, by the Client or by any third party to whom the Consultancy and/or any Consultancy Staff have been introduced by the Client, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, an agency, licence, franchise or partnership arrangement, or any other engagement or through another employment business; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
- “Introduction”** means (i) the passing to the Client of a curriculum vitae or information which identifies the Consultancy or Consultancy Staff or (ii) the Client’s interview of a Consultancy or Consultancy Staff (in person, by telephone or by any other means), following the Client’s instruction to the Employment Business to supply a consultancy; or (iii) the supply of a Consultancy; and, in any case, which leads to an Engagement of that Consultancy or Consultancy Staff; and “Introduces” shall be construed accordingly;

- “Introduction Fee”** means the fee payable by the Client in accordance with clause 7;
- “Losses”** means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
- “Qualifying Period”** means 12 continuous calendar weeks during the whole or part of which the Consultancy is supplied by one or more employment business to the relevant Client to work temporarily for an under the supervision and direction the relevant Client in the same role, and as further defined in regulation 7 of the Agency Workers Regulations 2010.
- “Relevant Consultant”** means, in respect of the Consultancy, any director, employee or agent of the same.
- “Relevant Period”** means either a period of 14 weeks from the commencement of an Assignment, or 8 weeks from the last day of an Assignment, whichever date is the later. For the purposes of this definition, a new Assignment begins where there has been a break of 42 days since the end of the last Assignment, or no previous Assignment.
- “Remuneration”** includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Consultancy or the Consultancy Staff for services rendered to or on behalf of the Client. Where a company car is provided, a notional amount of £4000 will be added to the sums paid to the Consultancy in order to calculate the Employment Business’ fee.
- “Terms and conditions”** means terms and conditions relating to pay, duration of working time, night work, rest periods, rest breaks, and annual leave that are ordinarily included in the contracts of employees or workers (as appropriate) of the Client whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation and as further defined by Regulation 6 of the AWR.
- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.
- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this

Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

2. THE CONTRACT

- 2.1. This Agreement together with the Schedules ("**Agreement**") constitutes the contract between the Employment Business and the Client for the supply of the Consultancy Services by the Employment Business to the Client, and is deemed to be accepted by the Client by virtue of its request for, interview with, or Engagement of a Consultancy or the passing of any information about the Consultancy to any third party following an Introduction.
- 2.2. This Agreement contains the entire agreement between the Parties and unless otherwise agreed in writing by a director of the Employment Business shall prevail over any terms of business or purchase conditions (or similar) put forward by the Client.
- 2.3. Subject to clause 5.2 no variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between a director of the Employment Business and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- 2.4. The Client acknowledges that the Consultancy and the Consultancy Staff carrying out the Assignment have opted out of the Conduct Regulations and further that any person to whom the performance of the Consultancy Services has been assigned or sub-contracted has opted out of the Conduct Regulations and that none of the Conduct Regulations apply to any Assignments governed by this Agreement.
- 2.5. The Client acknowledges that the Consultancy may supply any of the Consultancy Staff to perform the Consultancy Services and where the Consultancy is unable to provide any part of the Consultancy Services for whatever reason the Consultancy shall be entitled to assign or sub-contract the performance of the Consultancy Services provided that the Employment Business and the Client are reasonably satisfied that the assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the Consultancy Services to the required standard and that the terms of any such assignment or sub-contract contain the same acknowledgements under and obligations imposed by the agreement between the Consultancy and the Employment Business. The Client shall not unreasonably withhold or delay any approval sought for the assignment or sub-contracting of the Consultancy Services.
- 2.6. The Client acknowledges that the Consultancy shall be permitted to determine how it will provide the Consultancy Services and will have the flexibility to determine the number of hours required and the times worked, to complete the Consultancy Services, subject to the Consultancy complying with any reasonable operational requirements of the Client. The Consultancy will be at liberty to determine the location at which it will provide the Consultancy Services, but where the Consultancy Services are undertaken at the Client's site, the Consultancy will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to the Client's site.

3. INFORMATION TO BE PROVIDED

Prior to the commencement of the Assignment, or if this is not practical, upon commencement of the Assignment, the Employment Business will send to the Client the information set out in Schedule 1.

4. VERIFICATION OF EXECUTION OF THE CONSULTANCY SERVICES

- 4.1. At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than 1 week or is completed or finished before the end of a week) the Client shall verify the execution of the Consultancy Services by signature of a form provided to the Client for this purpose.
- 4.2. Verification by the Client of the execution of the Consultancy Services constitutes acceptance by the Client that the Consultancy Services have been provided satisfactorily and in accordance with this Agreement. Failure to verify execution in writing does not affect the Client's obligation to pay the Charges in respect of the work done. In the event that the Client is dissatisfied with the work performed by the Consultancy the provisions of clause 5 below shall apply.

5. CHARGES

- 5.1. The Client agrees to pay the Charges. VAT is payable at the applicable rate on the entirety of the Charges.
- 5.2. The Employment Business reserves the right to vary the Charges agreed with the Client, by giving written notice to the Client, in order to comply with any additional liability imposed by statute or other legal requirement or entitlement.
- 5.3. The Charges are invoiced to the Client on a weekly basis and are payable within 14 days.
- 5.4. The Employment Business reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 5.5. The Client's obligations under this clause 5 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.

6. CANCELLATION FEE

- 6.1 If, at any time in the 14 days prior to the Engagement, the Client decides for any reason to withdraw the offer of Engagement, the Client shall be liable to pay the Employment Business a minimum fee equivalent to £800.00.

7. PAYING THE CONSULTANCY

- 7.1 The Employment Business is responsible for paying the Consultancy Fees. No payments shall be made directly to any Consultancy by the Client.

8. INTRODUCTION FEES

- 8.1. The Client shall be liable to pay the Employment Business an Introduction Fee where the Client intends to enter into the Engagement of the Consultancy supplied by the Employment Business either,
 - 8.1.1. directly by the Client or;
 - 8.1.2. by the Client pursuant to an agreement with an alternative employment business,either after Introduction of the Consultancy (but before commencement of an Assignment) or during an Assignment or within the Relevant Period. The Client shall notify the Employment Business of its intention to Engage and the Employment Business will require the Client to choose from one of the options in clauses 7.2 and 7.3.
- 8.2. The Client shall be required to pay an introduction fee upon commencement of the Engagement equivalent to 20% of the Remuneration applicable during the first 12

months of the Engagement or if the actual Remuneration is not known, the Introduction Fee will be calculated by multiplying the Charges by 30.

- 8.3. The Client shall be required to extend the existing Assignment of the Consultancy, or if no Assignment has taken place or the Assignment has already ended, enter into a new extended period of hire of 13 weeks during which the Employment Business shall be entitled to the charges set out in clause 5 above for each hour or day the Consultancy is supplied, and at the end of the extended period of hire, the Client may Engage the Consultancy without payment of any further fee to the Employment Business.
- 8.4. The Client shall give written notice of its choice and if it has elected for the option in clause 7.3, the extended period of hire shall begin on the date of receipt by the Employment Business of the Clients written notice.
- 8.5. In the event that the Client is notified by the Employment Business, on or before the commencement of an Assignment, that the Consultancy is a corporate body and has opted out of the effects of the Regulations, clauses 7.1-7.4 shall not apply and instead, the Client shall be liable to pay an introduction fee to the Employment Business in the following circumstances:
 - 8.5.1. If the Consultancy is Engaged by the Client directly, or Engaged by the Client pursuant to an agreement with an alternative employment business, or Engaged by a third party to whom the Consultancy has been Introduced by the Client; and
 - 8.5.2. Such Engagement commences within 12 months of the termination of an Assignment or if there has been no Assignment, commences within 12 months of the Introduction of the Consultancy.
- 8.6. If the requirements in clause 7.5 are satisfied, the Client shall be required to pay to the Employment Business an introduction fee upon commencement of the Engagement equivalent to 20% of the Remuneration applicable during the first 12 months of the Engagement. No refund or rebate of the introduction fee shall be paid in any event. VAT, if applicable, is payable in addition to any introduction fee due. In the event that the Engagement of the Consultancy is for a fixed term of less than 12 months, the fee in clause 7.5 will apply in full regardless of the length of the Engagement.
- 8.7. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates.
- 8.8. VAT is payable in addition to any Introduction Fee due.

9. TERMINATION OF THE ASSIGNMENT

- 9.1. The Assignment will terminate when the Client confirms that the Consultancy Services have been completed.
- 9.2. Notwithstanding the provisions of clause 9.1 the Client may terminate the Assignment forthwith by notice in writing to the Employment Business where:
 - 9.2.1. the Consultancy has acted in breach of any statutory or other reasonable rules and regulations applicable to them while providing the Consultancy Services; or
 - 9.2.2. the Client reasonably believes that the Consultancy has not observed any condition of confidentiality applicable to the Consultancy from time to time; or
 - 9.2.3. the Client reasonably considers that the Consultancy's provision of the Consultancy Services is unsatisfactory.

- 9.3. The Employment Business may terminate an Assignment forthwith by notice in writing if:
- 9.3.1. the Client is in wilful or persistent breach of its obligations under this Agreement and where the breach is capable of being remedied, fails to remedy the breach within 7 days of receiving written notice from the Employment Business to do so; or
 - 9.3.2. the Client fails to pay any amount which is due to the Employment Business in full and on the date that the payment falls due; or
 - 9.3.3. the Client is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
 - 9.3.4. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client; or
 - 9.3.5. an order is made for the winding up of the Client, or where the Client passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or
 - 9.3.6. (where the Client is an individual) the Client dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

10. CONFIDENTIALITY AND DATA PROTECTION

All information relating to a Consultancy is confidential and where that information relates to an individual is also subject to the Data Protection Laws and is provided solely for the purpose of providing Consultancy Services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times. In addition information relating to the Employment Business' business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

11. INTELLECTUAL PROPERTY RIGHTS

All copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Consultancy Services by the Consultancy or any third party to whom the Consultancy Services are assigned or sub-contracted for the Client during the Assignment shall belong to the Client, save such rights as may be expressly owned or retained by the Consultancy and set out in Schedule 1 to this Agreement. Accordingly the Employment Business shall use its reasonable endeavours to ensure that the Consultancy shall (and any relevant member of the Consultancy Staff shall) execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.

12. SUITABILITY

12.1 The Employment Business endeavours to ensure the suitability of any Consultancy and/or Relevant Consultant introduced to the Client by obtaining confirmation of the Relevant Consultant's identity; that the Relevant Consultant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Relevant Consultant is willing to work in the position which the Client seeks to fill.

12.2 Notwithstanding clause 12.1 above, the Client shall satisfy itself as to the suitability of the Consultancy and/or Relevant Consultant before Engaging such Consultancy and/or Relevant Consultant by checking that the following documentation is legally compliant:

- Up to date CV
- Current valid passport
- Visa (if applicable)
- References
- Proof of address
- DBS (dated within 36 months)
- Current medical indemnity insurance
- CCT (or equivalent qualification by way of certification)

The Client is responsible for ensuring that the documents meet the required legal standards of the country in which the Applicant is engaged to work and for the nature of the Assignment carried out.

The Agency cannot be held responsible for the Client's failure to check the documents for accuracy, validity and legal compliance prior to engaging the Applicant.

13. LIABILITY

- 13.1. Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Consultancy and to provide the same in accordance with the Assignment details as provided by the Client, no liability is accepted by the Employment Business for any Losses arising from the failure to provide a Consultancy for completion of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Consultancy or if the Consultancy terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 13.2. For the avoidance of doubt, neither the Consultancy nor the Consultancy Staff are under the supervision, direction or control of the Employment Business or the Client, the Client does not have the right to supervise, direct and control the Consultancy or the Consultancy Staff and no member of the Consultancy Staff is an agency worker as defined under the Agency Workers Regulations.
- 13.3. The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Consultancy and about any requirements imposed by law or by any professional body, which must be satisfied if the Consultancy is to fill the Assignment. The Client will comply in all respects with all relevant statutes, by-laws, codes of practice and legal requirements including the provision of adequate public liability insurance in respect of the Consultancy.
- 13.4. The Client shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with and/or as a result of any breach of this Agreement by the Client.

14. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

15. SEVERABILITY

If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining provisions, which shall continue to be valid to the fullest extent permitted by applicable laws.

16. RIGHTS OF THIRD PARTIES

None of the provisions of this Agreement are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

17. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the Courts of England & Wales.