

TERMS OF AGREEMENT – UK

1. SERVICES TO BE PROVIDED

The Client wishes to engage the services of Right Management. Details of the Services to be delivered are outlined in the Engagement Scoping Letter.

2. TERM

This Agreement will commence on the last of the dates the Engagement Scoping Letter was signed by the Client or Right Management, and shall remain in force as described in the Engagement Scoping Letter or until terminated by either party in accordance with the provisions of this Agreement.

3. DEFINITIONS

Agreement means the Engagement Scoping Letter and these Terms of Agreement.

Client means the entity identified in the Engagement Scoping Letter as the client, or any affiliate or subsidiary of the client. Client agrees to be responsible for its affiliates' and subsidiaries' compliance with the terms of this Agreement.

Confidential Information means any information:

- a. about the Agreement;
- b. about the Services;
- c. that is generated by Right Management solely or jointly with others in providing the Services; or
- d. about either party or its business or activities that is disclosed to the other party,

whether the information is in oral, visual or written form or is recorded or embodied in any other medium.

Engagement Scoping Letter means the letter detailing the Services which Right Management sets forth to provide to the Client and the fees to be paid.

Force Majeure means acts of God, war, strike, labour dispute, work stoppage, fire, act of government or any other cause, whether similar or dissimilar, beyond the reasonable control of Right Management.

Intellectual Property means any intellectual or industrial property, whether protectable by statute, at common law or in equity, that has been or is created or developed by Right Management (whether solely or jointly with others) in providing the Services to the Client, including all copyrights, inventions, patents, designs (whether or not registrable), and registered and unregistered trade marks.

Materials means anything created, provided, produced or reproduced by Right Management in providing the Services or that relates to the business of the Client, including all documents, records, reports, notes, memoranda and computer media and also photocopies or other reproductions of existing materials.

Personal Information means data relating to a living individual who can be identified from that data (or from that data and other information in Right Management's possession).

Personnel means Right Management selected personnel who are to be involved in the delivery of the Services, whether they are full-time, part-time, consultants or agents.

Processing means all operations performed upon Personal Information.

Programme means a series of planned and structured services provided by Right Management as described in the Engagement Scoping Letter.

Right Management means Right Management Inc., a Pennsylvania corporation or a subsidiary of Right Management. Right Management will remain liable for the performance of its subsidiaries.

Services means the Programmes, workshops and services to be provided by Right Management to the Client, as set out in the Engagement Scoping Letter.

4. FEES FOR SERVICES AND EXPENSES

- a. Payment for services rendered is due within 30 days from the date of the invoice unless otherwise indicated in the Engagement Scoping Letter.
- b. The Client shall pay Right Management for the Services as provided in the Engagement Scoping Letter.
- c. The Client shall reimburse Right Management for the cost of all reasonable disbursements, such as airfares, taxis, accommodation, meals and administration costs incurred by Right Management in connection with providing the Services.
- d. Right Management fees are inclusive of the preparation, administration and presentation of the Programme(s) and Services, detailed in the Engagement Scoping Letter. Fees for consulting work not detailed in the Engagement Scoping Letter will be separately negotiated as required.
- e. In the case of career management services, unless otherwise provided in the Engagement Scoping Letter, (i) invoices are issued for the full amount of the quoted Programme fee as soon as the Programme has commenced, and a termination of this Agreement will not affect any Programmes commenced prior to the effective date of the termination; and (ii) any booked event, workshop, seminar or other component of a Programme that is cancelled with less than 48 hours notice or that an individual fails to attend without any notice, will be counted and charged for accordingly.
- f. In the case of all Services that are not career management services, except as otherwise provided in

the Engagement Scoping Letter, the Client may cancel any scheduled Services provided that the Client will remain liable for the agreed price of any Programmes or services cancelled based on the following: (i) if a cancellation notice is received by Right Management 30 days or more prior to the delivery date of the scheduled Services, no charge; (ii) if a cancellation notice is received by Right Management between 16 and 30 days prior to the delivery date of the scheduled Services, 50% of the charges; and (iii) if a cancellation notice is received by Right Management 15 or fewer days prior to the delivery date of the scheduled Services, full charges. If the Client reschedules any Services, the Client shall be liable for any costs and fees incurred by Right Management in connection with such rescheduling.

5. DUTY OF CARE

- a. In providing the Services, Right Management will use reasonable skill, care and diligence.
- b. Right Management will provide the Services in such manner and with such consideration for the Client as to maintain the good name and professionalism of the Client and shall comply with all reasonable instructions from the Client's management in respect of the provision of these services. Services will be provided at the Client's premises, Right Management's premises or elsewhere, as agreed from time to time.

6. HEALTH & SAFETY

- a. Both parties will abide by any Health and Safety, EEO and Human Rights legislation, rules or instructions and otherwise act in respect of the maintenance of a safe work site through the exercise of safe work practices.
- b. Right Management does not assume any obligation of the Client under such legislation.
- c. The Client shall provide to Right Management any Health and Safety management plan operated by the Client that is relevant to the Services.
- d. On sites where there is a multiple provision of services and works, the Client shall establish a clear hierarchy of responsibilities related to Health and Safety management between all parties.

7. LIABILITY AND INSURANCE

- a. If Right Management breaches this Agreement, Right Management's liability is limited to reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. Right Management is not liable for any indirect or consequential loss or damage caused by any breach, delay or negligence. Any liability is limited to the provision of Services again or the cost of having the Services supplied again (at Right Management's option).
- b. Right Management shall take out and maintain appropriate professional indemnity insurance and appropriate public liability insurance.

8. CONFIDENTIALITY

Neither party may, either during or after the term of this Agreement, disclose or cause or permit to be disclosed any Confidential Information (or allow or assist or make it possible for any person to observe or have access to any Confidential Information), except with the prior consent of the other party. This obligation does not apply to the following:

- a. information after it becomes generally available to the public other than because of a breach of this Agreement by either party;
- b. the disclosure of information in order to comply with any applicable law or legally binding order of any court, government, semi-government authority or administrative or judicial body or the applicable rules of any stock exchange;
- c. information that is disclosed by a party after it is disclosed to that party by a third party with the lawful right to make that disclosure, if the use or disclosure accords with the rights lawfully granted to that party by the third party.

9. INTELLECTUAL PROPERTY

- a. The Client acknowledges that Right Management will own all rights, title and interest to all Intellectual Property and Materials created, made or developed by Right Management in the course of providing the Services.
- b. During and after the term of the engagement of Right Management to provide the Services and at the request of Right Management, the Client shall execute any documents and take such action as Right Management considers necessary or desirable to:
 - i. assist or allow Right Management to perfect, enforce, assert or defend its interest in and rights to use, reproduce, publish, perform, exhibit, transmit, communicate or adapt the Intellectual Property and the Materials; or
 - ii. generally give effect to this clause, including assisting in relation to any litigation commenced by or brought against Right Management.
- c. Any improvement to or development of any of the Intellectual Property and Materials made by Right Management after the commencement of the provision of the Services will be the sole property of Right Management which may apply for, in its name and at its cost, any rights in respect of the improvement or development.
- d. The Client is not permitted (i) to communicate the Intellectual Property and Materials made by Right Management to a third party, or (ii) to use, reproduce, copy, customize, communicate, modify or adapt the Intellectual Property and Materials (or allow a third party to do any of the former) without the prior written permission of Right Management.

10. TERMINATION

- a. This Agreement may be terminated for material breach by either party on one week's notice, provided that the party so terminating the Agreement shall give to the other party written particulars of the alleged material breach, and a reasonable opportunity to remedy that breach, before terminating the Agreement.
- b. Right Management reserves the right to terminate the engagement if:
 - i. the Client is insolvent;
 - ii. the Client is subject to the appointment of a liquidator, manager, receiver, controller or administrator, or any preliminary step is taken to wind up or deregister the Client or it enters an arrangement, compromise or composition with or assignment for the benefit of any of its creditors;
 - iii. the Client fails to make payment for an invoice which is due and payable; or
 - iv. some other material change occurs in the Client's ownership or financial circumstances which would cause Right Management to review its ongoing relationship
- c. Termination by Right Management will be in writing. If termination occurs, the Client will be responsible for all Right Management's fees incurred up to the date of termination and for any ongoing work Right Management is required to do in relation to Right Management's engagement after termination.

11. RESOLUTION OF DISPUTES

It is critical for the success of this Agreement that the parties maintain sound, friendly and approachable business relationships. Any disagreement should be raised immediately for early discussion and resolution if possible.

12. NATURE OF RELATIONSHIP

The relationship between the parties is that of independent contractor and enterprise and nothing in this Agreement shall

constitute the relationship of employer and employee between the parties or their respective employees.

13. PERSONAL INFORMATION

- a. The Client and Right Management agree that Right Management shall determine the means and purposes of the processing of Personal Information in connection with this Agreement.
- b. The Client has complied with all applicable laws relating to the processing of Personal Information it discloses to Right Management prior to and in respect of such disclosure and warrants that the Personal Information disclosed to Right Management is accurate and up-to-date. Right Management shall not be liable for any inaccuracies contained in Personal Information disclosed.
- c. Right Management shall comply with all requirements set forth by any applicable data protection, privacy, information security laws and regulations to which Right Management is subject, including any and all local, state, or federal statutes.

14. ACCEPTANCE

Acceptance of these Terms of Agreement will be deemed if Right Management's Services are engaged or the signed Engagement Scoping Letter is returned to Right Management.

15. FORCE MAJEURE

Except for any payment obligations, Right Management will not be liable for delays or failure in performance under these Terms of Agreement as a result of Force Majeure. While the Force Majeure continues, the obligations which cannot be performed because of the Force Majeure will be suspended, other than obligations to pay money that is due and payable.

16. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions relating to the Agreement between the parties in regard to this Agreement. This Agreement does not extend to any other services provided by Right Management to the Client.