

ASSIGNMENT SCHEDULE «\${placement.id?:""}»	
Consultant Company	
Legal Name:	«\${placement.customText12?:""}»
Primary Consultant(s)	
Name of primary consultant:	«\${candidate.name}»
Client	
Client Name:	«\${clientCorporation.name}»
Location work will be delivered from:	«\${placement.customText28?:""}»
Term	
Start date:	«\${placement.dateBegin?placement.dateBegin}»
End date:	«\${placement.dateEnd?placement.dateEnd.fo}»
Task	
Task to be completed	«\${jobOrder.title}»
Client Specific Terms	N/A
Charges and Timesheets	
Contractor Fee – standard hours	«\${placement.customText30?:""}» «\${placement.payRate?sprintf("%.2f",place)} «\${placement.salaryUnit?:""}» (plus VAT if applicable)
Contractor Fee – non-standard hours	Not applicable – standard hours fee only
Call-out/additional fees/expenses	Not applicable – standard hours fee only Expenses only payable when approved by the client in advance
Payment terms	«\${placement.customText21}» Submission deadline is 6pm CET time on Mondays following end of timesheet period. Submissions after the deadline will be taken into account the following week.
Timesheet Cycle	«\${placement.customText33}»
Timesheet Style	«\${timesheet}»
Invoicing	Source will issue Self-Bill invoices once approved timesheet received
Notice Period	
Notice Period required to be given by Consultant Company	«\${placement.customText26?:""}»
Notice Period required to be given by Source Group International BV	«\${placement.customText27?:""}»
On behalf of SGI	
Signature	
Name	
Date	
Title	

On behalf of the Contractor	
Signature	
Name	
Date	
Title	

TERMS AND CONDITIONS

This Agreement ("Agreement" which for the avoidance of doubt includes the Schedule) is for the supply of consultancy services and is made between :-

1. **Source Group International BV (KvK number:77312503)** Registered office is Weeperstraat 00061 105 VN Amsterdam, Netherlands ("SGI"); and
2. «**placement.customText12?:""**» (registration number «**placement.customText42?:""**»), whose registered office is at «**placement.customText14.iterator()?.joi**», «**placement.customText16?:""**», «**placement.customText19?:""**», «**country**» ("The Consultant Company")

In this Agreement the following words shall be defined as in the attached schedule ("**Schedule**"); **Primary Consultant; Client; Term; Task; Time; Rate; Timesheet Period; Notice Period.**

The definition of 'Term' shall include both the period detailed in the Schedule and any additional term. Consultant within this Agreement shall mean the Primary Consultant and any substitute consultant.

Obligations of the Primary Consultant contained within this Agreement shall also apply to any substitute consultant. It is the responsibility of the Consultant Company to ensure that the Primary Consultant and any substitute consultant comply with the obligations given to it under this Agreement.

1. Task and Services

- a) The Consultant Company shall and where applicable shall ensure that the Consultant shall:
 1. supply the Consultant(s) to perform the Task for the Client;
 2. agree brief deliverables of the Task with the Client;
 3. give the Task equal priority over any other assignment. For the avoidance of doubt nothing in this or any other Clause shall prohibit the Consultant Company from engaging in more than one assignment concurrently providing no conflict of interest arises;
 4. sign a contract of employment prior to the start date.
- b) The Consultant Company shall be permitted to provide a substitute consultant(s) provided the substitute has the requisite skills acceptable to SGI and the Client to perform the Task, and is an employee of the consultant company.

2. Payment of Fees

- a) Within 5 working days of the signing of this Agreement, the Consultant Company shall supply SGI with a copy of the Consultant Company's Chamber of Commerce extract, VAT registration number (if applicable), Insurance Certificate and proof of bank account, SGI is not liable for payment of any Fee due until 4 working days after the receipt of these documents.
- b) Payment of the Fee is conditional upon SGI receiving from the Consultant Company a signed Agreement covering the current month, supported by a timesheet approved either by an authorised manager of the Client, or where appropriate, approved on either the Client's or SGI's online timesheet portal (**Timesheet**) at the end of each Timesheet Period. Where the Client has its own timesheet system, the time worked by the Consultant must be approved on that system and no other form of timesheet approval shall be accepted by SGI. Payment will be withheld if the Consultant is onsite without a current Agreement signed by both parties.
- c) SGI will pay invoices as per the payment cycle described in the schedule, depending on date and time of receipt of the approved timesheet.
- d) Unless agreed otherwise with the Client, the Consultant Company is solely responsible for any travel and accommodation expenses incurred as a result of the Consultant Company performing the Task and the Consultant attending interviews. SGI shall at no time have any responsibility for these expenses. Where expenses are to be paid by SGI payment is conditional upon the expenses being as per Client expenses guidelines and SGI receiving from the Consultant Company a valid invoice supported by approval from the Client and the appropriate receipts. Subject to the Consultant Company invoicing SGI within 30 days of incurring the expense, payment of expenses will be made in accordance with Clause 2 (c) above. Invoices received after this date shall be paid subject to SGI receiving payment from the Client or at SGI's own discretion.
- e) Where the Client has signed a Timesheet this indicates delivered time but shall not be taken to indicate the Client's satisfaction with the Consultant Company's performance of the Task. SGI reserves the right to reduce or cancel the Fees if the Client is dissatisfied with the performance of the Consultant Company or the Client exercises its right to reject the Consultant Company or the Consultant.
- f) The Consultant Company is the sole responsible for the payment of salary and for other social security and tax terms and conditions of the Consultant. The Consultant Company shall abide by and apply any applicable rules and regulations to the employment contract of the Consultant. The Consultant Company shall in particular ensure that the rules on equal pay for equal work are applied correctly to the employment contract. SGI shall ensure that the Consultant Company receives the information necessary to establish the correct salary and employment terms and conditions of the Consultant.
- g) The Fees relate solely to the costs of performing the Task and accordingly the Consultant Company is not entitled to pass on the cost of any employment terms and conditions, such as wages, holiday, sickness pay or overtime pay to SGI. In the event of a contractual dispute between SGI and the Client in the event the tax authorities have imposed claims against SGI as mentioned in clause 5 sub f (2), or in case of costs resulting from claims from the Consultant and / or fines in relation to the services performed by the Consultant, SGI reserves the right to withhold payment from the Consultant Company pending a satisfactory conclusion.
- h) To assist SGI's administration
 - 1. any suspension of services as performed by the Consultant during the Term shall be notified to SGI by the Consultant Company in advance giving reasonable notice; and
 - 2. the Consultant Company shall give notice of the Consultant's absences from the Task due to unforeseeable circumstances to the Client and to SGI no later than 09.00 am on the first day of absence and each day thereafter.
- i) In circumstances where
 - 1. the Fee is invoiced in a currency other than EUR; and
 - 2. in the reasonable opinion of SGI currency fluctuations may negatively impact on SGI.

SGI is permitted in its sole discretion and without notice at any time to make all and any outstanding invoices and future payments in EUR.

- j) In the event that SGI has overpaid an invoice, SGI shall be entitled to issue the Consultant Company with an invoice for the amount overpaid and/or offset that amount against future payments due to the Consultant Company. Invoices issued by SGI must be paid within 30 days of the invoice date. This clause shall survive the termination of this Agreement.

Upon first request of SGI the Consultant Company will cooperate in any measures to avoid and/or limit any risks for SGI and/or Client under the Chain liability Act (“*Wet ketenaansprakelijkheid*”) for example but not limited to, by submission of recent statements of payment history issued by the tax authorities.

3. Standards

- a) The Consultant Company shall agree with the Client the precise nature of the Task to be carried out and undertakes to ensure that:
1. the Consultant is qualified to perform the Task;
 2. the Consultant has a valid residence permit and work permit in order to perform the Task;
 3. the Consultant has a valid ID document and social security number in place and where required, can produce a valid and appropriate certificate of good conduct (*verklaring omtrent het gedrag*) and meets any other reasonable requirements as set by the Client;
 4. the Consultant shall make himself available for an interview if required by the Client;
 5. the Consultant will devote such time, attention, skill and ability to the performance of the Task as required by the Client; and
 6. the Consultant shall whilst performing the Task conform to the appropriate working terms and conditions of the Client, including but not limited to the Client’s health and safety practices, site security, IT usage, access and security.
- b) The Consultant Company shall provide its own tools, materials and equipment, save for where SGI has requested the Client to provide any necessary working materials and where possible facilities specifically required for the Task. No liability or breach of this Agreement will be incurred by SGI for any loss, expense, damage, or delay incurred by the Consultant Company from the failure by the Client to provide such facilities.
- c) The Consultant Company shall rectify any work which is unsatisfactory to either SGI or the Client at its own cost and within a reasonable period.
- d) In the event that the Client wishes to change the nature of the Task, the location of the Task specified or extend the Term of this Agreement, such change shall be affected by agreement in writing between SGI and the Consultant Company. SGI shall be entitled in its absolute discretion to refuse any such changes and reserves the right to alter the Rate charged.
- e) During the Term and for 2 years after termination the Consultant Company shall maintain adequate and suitable insurance cover (including professional indemnity cover) to the sum of EUR 1,000,000 in respect of loss or damage caused in carrying out (or failing to carry out) the Task, including but not limited to the loss or damage to property. Copies of such policies must be provided to SGI within 2 working days of request and SGI reserves the right to inform the Client of the Consultant Company’s failure to hold such policies. The Consultant Company shall send SGI proof of adequate and suitable insurance within 5 working days of signing this agreement and send updated covers upon first request of SGI when expired.

4. Restrictions

- a) During the Term and for 12 months thereafter, the Consultant Company and the Consultant shall not directly or indirectly compete with SGI in any way, nor shall it supply, solicit or canvas with the intent to supply to the Client, or any other client introduced by SGI, or any person or corporate body that the Consultant Company or Consultant is introduced to as a direct or indirect result of their dealings with SGI, services of a similar nature to those needed to perform the Task.

- b) If the Consultant Company or the Consultant is found to be in breach of the restrictions of this Clause 4 SGI shall be entitled to recover liquidated damages from Consultant Company in the amount of 25% of the annualised Fees to reflect the proportionate amount of damage which would be sustained by SGI as a result of such breach. The parties agree that these damages are reasonable in light of the anticipated actual loss and do not constitute a penalty. These damages are intended only to address SGI's damages resulting from the Consultant Company and/or Consultant's breach of the clause 4 and not to compensate SGI for any other damages it may incur as a result of breaches by Consultant Company or Consultant of its obligations hereunder or other actions or inactions of Consultant Company or Consultant. The parties hereto agree not to challenge the enforceability of the damages provisions contained herein, particularly since such damages amounts have been negotiated by the parties to be an accurate pre- estimation of the damages that would be incurred by SGI. If the damages provisions are subsequently determined by a court or arbitrator of competent jurisdiction to be unenforceable under applicable law, then SGI shall be immediately entitled to recover its actual damages.
- c) The Consultant Company shall (and shall procure that the Consultant shall) keep all information relating to this Agreement confidential and shall not discuss any Clause or requirement contained within this Agreement with anyone outside of SGI. All matters relating to Fees shall be raised exclusively between SGI and the Consultant Company

5. Liabilities and Undertakings

- a) Nothing in this Clause shall exclude or restrict SGI's liability to the Consultant Company for death or personal injury resulting from SGI's intent or deliberate recklessness (*opzet of bewuste roekeloosheid*) or for other circumstances where liability is not capable of being limited under applicable law.
- b) SGI shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for loss of profits, loss of business, depletion of goodwill or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information, any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses arising from this Agreement, except in cases of SGI's intent or deliberate recklessness (*opzet of bewuste roekeloosheid*).
- c) SGI's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fee payable under this Agreement.
- d) SGI shall not be liable for any act or omission on the part of the Consultant Company in respect of breach of this Agreement or any loss that the Consultant Company and/or Consultant causes to the Client and the Consultant Company will fully indemnify SGI against any such liability howsoever arising.
- e) The Consultant Company and the Consultant hereby acknowledge that this Agreement does not create a contractual relationship between it and/or him on the one hand and the Client and/or any end customer of SGI on the other hand and, without prejudice to generality of that acknowledgment, the Consultant Company shall not, and shall procure that the Consultant shall not:

act in any other way which will or might damage the relationship between SGI and its Client or any end customer of the Client to which the Consultant Company and/or the Consultant is providing or has provided services in the preceding two years

but nothing in this agreement shall prevent or mitigate any entitlement on the part of the Consultant to make or bring any claim or claims in relation to any personal injury that he has suffered as a consequence of providing services in accordance with or in relation to this Agreement.

- f) The Consultant Company undertakes that:
 1. it will ensure that the Consultant is properly insured in relation to the work to be performed by the Client;
 2. it shall fully indemnify SGI against liability for payment of wages or other remuneration of the Consultant, taxes, fines, penalties, interest, legal fees or levies related to the Consultant Company or its personnel which may be imposed on SGI as a result of the Consultant Company and/or the Consultant in its performance of the Task;
 3. it shall comply with the legal and tax requirements relevant to the jurisdiction in which the Task is being

performed, including but not limited to ensuring that the Consultant and any substitute consultant is eligible to work within that jurisdiction;

4. it shall cooperate in research, and where necessary to provide the necessary information, to avert or minimize any claims and/ or fines from the tax authorities and/or third parties;
5. it shall adhere to SGI and the Client's compliance requirements including but not limited to the supply of company documents relating to the Consultant Company, insurances and proof of eligibility to work;
6. the Consultant company shall notify SGI forthwith in writing if it should change its registered name or address, change its' bank details, change its' company formation, become insolvent, dissolved or subject to a winding up petition;
7. the Consultant Company shall be responsible for its own taxes in relation to its fees, including but not limited to corporate income tax and VAT, and shall discharge all wage tax, personal income tax liabilities and National Insurance, employee insurances, Health care Act contributions or similar contributions in respect of the Consultant and any substitute consultant.

- g) Where the Consultant Company and/or the Consultant is in breach of this Agreement and it results in the Client terminating its' contract with SGI (whether that be a Master Framework Agreement or a contract specific to the services which are a subject of this Agreement) the Consultant Company shall, without prejudice to any other remedy of SGI, indemnify SGI for loss of fees that would have been charged to the Client relating to the remaining period of the Agreement.

6. Duration and Termination

- a) The Term may be extended by agreement in writing between the parties and this Agreement shall apply to such extensions. The Consultant Company shall consult with SGI so the deliverables are adjusted to the applicable work during the extension.
- b) During the first 2 weeks of the Term SGI may give the Consultant Company 2 working days written notice to terminate this Agreement. Thereafter, notice shall be given by either party in accordance with the Notice Period.
- c) Notwithstanding Clause 1(b) above, SGI reserves the right to terminate this Agreement without a notice period applying if the Consultant Company wishes to replace the Consultant with a substitute consultant which is not acceptable to SGI or the Client.
- d) SGI shall be entitled to terminate this Agreement without notice if the Consultant Company fails to provide a Consultant for a continuous period of 3 working days and the Consultant Company does not give SGI advance notice of the non-provision of services.
- e) The Notice Period shall be worked in full by the Consultant Company and in a professional and workmanlike manner ensuring a smooth and complete handover. If the Consultant fails to fulfil any Notice Period, SGI will withhold and not pay out all of the previous month's payment.
- f) Save as otherwise expressly provided for in this Agreement, if SGI deems the Consultant's attitude or demeanour to be in breach of the appropriate working terms and conditions of the Client, or is not (fully) aligned with the interests of SGI or the Client during the Term or otherwise provides, in the reasonable opinion of the Client and/or SGI, , then SGI reserves the right to terminate this Agreement without a notice period applying and to withhold and not pay out the payment of any outstanding Fees.
- g) SGI shall not pay any Fees for services provided by the Consultant Company from the date the notice of unsatisfactory services was received by SGI from the Client. SGI reserves the right to offset any losses sustained as a result of the Consultant Company or the Consultant's actions, breach or unsatisfactory performance against any Fee due to the Consultant Company.
- h) For the avoidance of doubt: if the Consultant provides unsatisfactory services and this Agreement is terminated as a result, the final invoice from the Consultant Company shall only be paid after SGI has received the corresponding payment from the Client.
- i) SGI shall be entitled to terminate this Agreement without notice in writing to the Consultant Company if the Consultant Company commits or allows to be committed any breach of any of the terms within this Agreement

and fails to remedy any such breach within 5 working days of SGI bringing the breach to the attention of the Consultant Company.

- j) Notices given under this Agreement shall be in writing and delivered by:
 - 1. Regular or registered post or by hand and addressed to the party concerned at its registered office or principal place of business; or
 - 2. by e-mail to the email address provided by the other party.
- k) SGI may terminate this Agreement immediately without notice if the contract between SGI and the Client (whether that be a Master Framework Agreement or a contract specific to the services which are a subject of this Agreement) expires or is terminated for any reason.
- l) SGI shall be entitled to terminate this Agreement immediately without any liability to compensate the Consultant Company or the Consultant if the Client, Consultant Company or the Consultant is declared bankrupt, or applies for or receives a moratorium of payment.

7. Confidentiality

- a) Both parties undertake (and the Consultant Company shall ensure that the Consultant undertakes) that they shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients, trade secrets, other secret information, programmes, systems or suppliers of the other or the Client or of any member of the group of companies to which the other party belongs ('Confidential Information') except as permitted by Clause 7(b) below.
- b) Each party may disclose the other party's Confidential Information:
 - 1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Both parties shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's or the Client's Confidential Information comply with this Clause 7; and
 - 2. as may be required by law, court order or any governmental or regulatory authority.
- c) Neither party shall use the other party's or the Client's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- d) At the end of the Term the Consultant Company undertakes to deliver to the Client or SGI (as directed) all documents and property belonging to the Client (including any copies or abstracts) which are in their possession including documents created by the Consultant Company and/or the Consultant in the course of performing the Task.
- e) The contents of this Agreement and of any contract between SGI and the Client are confidential and details relating to the Client's employees and advisors, remuneration, expenses, client identity, charge and pay rates or other Agreement related information and other details of the relationship between the Client, SGI, the Consultant Company or the Consultant are not to be disclosed to any third party during and after the end of the Term without the prior written permission from SGI.

8. Data protection

- a) For the purposes of this clause, Data Protection Legislation includes the General Data Protection Regulation (EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the Netherlands. .
- b) SGI and the Consultant Company acknowledge that for the purposes of the Data Protection Legislation, the Consultant Company, the Client and the SGI are the data controllers as per the Schedule of this Agreement and the Client and SGI are the data processors.
- c) The schedule to this agreement sets out the scope, nature and purpose of the processing by the Client and the SGI, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation (Personal

Data)) and categories of data subject.

- d) The Client and the SGI shall, in relation to any Personal Data processed:
 - (1) Process that Personal Data only on written instructions of the Consultant Company or each other
 - (2) Keep the Personal Data confidential
 - (3) Comply with the Consultant Company's or each other's reasonable instructions with respect to processing Personal Data and with the Privacy standard annexed to this Agreement
 - (4) Not transfer any Personal Data outside of the European Economic Area without Consultant Company's or each other's prior written consent
 - (5) Assist the Consultant Company or each other in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators.
 - (6) Notify the Consultant Company or each other without undue delay on becoming aware of a Personal Data breach or communication which relates to Client's, Consultant Company's or SGI's compliance with the Data Protection Legislation
 - (7) At the written request of the Consultant Company or each other delete or return Personal Data and any copies thereof to the Consultant Company or each other on termination of this agreement unless required by the Data Protection Legislation to store the Personal Data.
 - (8) Maintain complete and accurate records and information to demonstrate compliance with this clause 8 and Schedule 1 of this Agreement and allow for audits by the Consultant Company, SGI or Client or their designated auditors.
- e) The Client and SGI shall ensure that appropriate technical or organisational measures are in place, reviewed and approved by the Consultant Company and each other, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:
 - (1) pseudonymising and encrypting Personal Data
 - (2) ensuring confidentiality, integrity, availability and resilience of its systems and services
 - (3) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident
 - (4) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- f) Each party to this Agreement shall indemnify the other for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees, agents or Client and shall maintain in force full and comprehensive insurance policies to cover such liability.

9. Intellectual Property Rights

- a) All copyright and any other intellectual property rights in all work, including but not limited to all work of a preparatory or design nature, or developed or created from such work in performing the Task for the Client shall be deemed to be the undisputed property of the Client.
- b) Both during and after the termination of this Agreement at the request and expense of the Consultant Company,

the Consultant Company shall do (and where necessary shall ensure that the Consultant shall do) all such things and sign all documents necessary to enable the Client to obtain, defend and enforce its rights in such copyright and other intellectual property rights and such rights are hereby assigned by the Consultant Company, with full title guarantee by way of present and future copyright or other intellectual property rights, or (if and to the extent that such rights would otherwise vest in the Consultant) to the Client absolutely.

- c) The Consultant Company shall ensure the Consultant shall be its employee and under the contract of employment any intellectual property arising out of or relating to the work done by the Consultant, shall vest in the Consultant Company.
- d) The Consultant Company shall indemnify SGI against any loss or damage suffered by the Client arising out of any infringement of the rights referred to above or through the act or omission by the Consultant Company or the Consultant in connection with creation of such rights.
- e) In the event of SGI supplying to the Consultant Company or the Consultant any material in which SGI owns the copyright or any other intellectual property rights the material will be supplied by SGI under a non-exclusive license which may be terminated by SGI without notice to use the same or any part thereof as SGI shall in its absolute discretion deem fit.

10. General

- f) This Agreement including the Schedule constitutes the entire agreement between SGI and the Consultant Company for the provision of services and supersedes all previous communications and agreements.
- g) This Agreement shall be governed by and construed in accordance with the laws of the Netherlands and the parties submit to the exclusive jurisdiction of the Dutch Courts (including for the avoidance of doubt any injunctive relief whatsoever ordered by the courts of the Netherlands regardless of where a party may be domiciled). Specifically the Courts in Amsterdam will have full jurisdiction.
- h) No variation of this Agreement shall be valid unless agreed in writing by a Director of SGI, except that SGI reserves the right to reduce the Fees to take account of any additional costs SGI may incur in relation to this Agreement as a result of any change in law or regulation or in its interpretation or administration by the Dutch Courts or any regulatory authority (whether or not having the force of law) and to vary this Agreement in order to preserve the tax status of the Consultant Company and the Consultant as set out in the schedule..
- i) The Consultant Company and the Consultant hereby acknowledge that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, SGI shall be entitled to the performance of the agreement concerning any threatened or actual breach of any of the provisions of this Agreement.
- j) It is hereby declared that it is the intention of the parties that the Consultant Company shall have the status of an independent contractor in the meaning of article 7:400 and further Dutch Civil Code and that the Consultant is and shall remain for the duration of this Agreement an employee of the Consultant Company and accordingly the Consultant Company shall not be entitled to pass on the cost of any overtime, pension, bonus or other employment term or condition of the Consultant to SGI or the Client.
- d) Neither party seeks to create or imply any mutuality of obligation between the parties in the course of the performance of this Agreement. Neither the Client nor SGI is obliged to offer work to the Consultant Company, and the Consultant Company is not obliged to accept work where it is offered. Neither the Client nor SGI is obliged to pay the Consultant Company at any time where there is no work available during the Term or where services have not been provided for whichever reason.
- h) Neither SGI nor the Client is entitled to seek or to exercise any supervision, direction or control over the Consultant Company with regards the manner or performance of the Task.
- i) In the event the Client is declared bankrupt, or applies for or receives a moratorium of payment, SGI reserves the right to withhold payment of the Consultant Company's invoices until it receives payment from the Client. This clause shall apply irrespective of whether the Client has approved the Consultant Company's timesheets.

- j) The rights and duties of the Consultant Company hereunder shall not be assigned to a subcontractor or otherwise without prior written consent from SGI.
- k) Where for any reason the Consultant Company has not signed a copy of this Agreement the commencement of the Task by Consultant Company shall constitute acceptance of these conditions.
- l) No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.
- m) If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. The parties shall negotiate in good faith to ensure that such modification, to the greatest extent possible, achieves the intended commercial result of the original provision. If the provision cannot be modified, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.