

Hudson Business Operating Agreement (“BOA”)

Introduction

To provide you with a professional service it is important that we achieve a joint understanding of expectations. On acceptance of an assignment or introduction to a client by Hudson Global Resources (NZ) Limited ("Hudson"), the following terms and conditions will apply. We are unable to refer your details to our clients unless we have a signed copy of the agreement on file. The contractor's relationship with Hudson is that of an independent contractor. Nothing in this Business Operating Agreement is to create an employer-employee relationship between Hudson and the contractor. The terms and conditions set out in this Business Operating Agreement are understood and accepted by the contractor (including page 2).

Tick (✓) where indicated below to confirm if you are being engaged by Hudson as an “Individual” or through an “Enterprise”

Sole Trader

Your Name: Signed: Date:

Enterprise (Company/ Partnership/Trust)

Business Name: Name of Authorised Signatory:

Position: Signed: Date:

1) Communication

If for any reason your availability changes, it is imperative that you inform us so we can ensure we have your details up to date. We assume availability unless otherwise notified.

2) Client Introduction

The Hudson Consultants will endeavour to introduce you to client organisations in order to place you on assignment, but can only do so after this form has been signed. All client interviews are to be arranged by, and through, Hudson, and clients must not be directly approached after we have provided the initial introduction. At the time you are offered an assignment, you will also need to sign a supplementary contract dealing with the specific details of that assignment.

3) Commitment

On acceptance of an assignment, it is expected that you will see it through to completion unless circumstances arise beyond your control. Should such circumstances arise, it is important that Hudson is contacted in the first instance, not the client, as this allows us to professionally manage the project and the client relationship. In such circumstances you must give us a minimum of two weeks notice. You agree that when on any assignment, you shall render all services honestly, professionally and to the best of your abilities.

4) Change in Responsibility

To ensure that your services are appropriately rewarded, Hudson always reserves the right to renegotiate the terms with the client should the specification change or the responsibility increase. The client also has the right to change the brief at any time under the terms of their agreement with us.

5) Continued Involvement

Should you be offered further assignments or a permanent position with any client, its subsidiaries or associated companies, where Hudson has arranged a contracting or consulting assignment, this new assignment or placement must be made through Hudson. This applies for a period of twelve months from completion of any assignment. Where your responsibilities include acquiring additional human resources (contractors, consultants, executives or office staff) on behalf of the client, every effort should be made to direct these requests to Hudson in the first instance.

6) Liability

As an independent contractor, you are responsible for your own actions. Hudson does not accept any responsibility for any action brought upon you by any client to that your services are contracted or by any other party, including any infringement or alleged infringement by you of third party intellectual rights.

7) Financial/Legal Relationships

It is important to note that the financial relationship in any assignment arranged through Hudson is between yourself and Hudson. The relationship between yourself and Hudson is that of an independent contractor and not an employee of Hudson.

An hourly, daily, weekly, monthly or fixed fee will be negotiated with you by your Hudson Consultant:

In engaging your services, the business relationship is between you and Hudson, and not with the client to which services are contracted. It is important to ensure that no fee discussion occurs either at interview or during an assignment, with either the client, its employees, or others engaged on the assignment.

8) Taxes

You are responsible for the payment of all taxes and other payments applicable under existing laws including, but not limited to, GST, income taxes and accident compensation Contributions and you fully indemnify Hudson from these liabilities. You also confirm that all necessary payments due to the appropriate government agencies to comply with the above will be paid by you, and you undertake that you have valid GST registration, where required.

9) Payments

Subject to you providing the services in accordance with this BOA and any applicable Supplementary Contract, Hudson shall pay you as follows:

You understand that you will only be paid for the time you actually work for a client. You will keep a timesheet of all hours worked for each client. At the end of each week, during any period in which you provide services to a client you must present the timesheet for inspection and signature by the client and submit the signed timesheet to Hudson.

To ensure timely payment, you understand that you should deliver your timesheet (preferably through Hudson's web based timesheet system) to the relevant Hudson office by 5pm on the Friday of each week. You acknowledge that if you do not submit a signed timesheet, you may not be entitled to payment. You agree that any overpayment made to you may at any time be recovered by Hudson by for example, adjusting your next payment. Payments are made by EFT on a fortnightly basis.

Hudson will issue you with “Recipient Created Tax Invoices” on your behalf for all payments made to you by Hudson. You agree not to issue tax invoices for the same services.

10) Failure To Supply

If you fail or are unable to supply the services in any Supplementary Contract for any reason other than through the default of Hudson or any client no fee will be payable to you during such period of non-supply. If such period of non-supply exceeds 2 (two) weeks in aggregate Hudson has the right to forthwith terminate the BOA or any Supplementary Contract by giving 1 (one) week's notice in writing to you without any further obligation or liability to you whatsoever.

11) No Extra Compensation

Your supplementary contract sets out the full extent of your compensation and you are not entitled to any other payments, fees, allowances or other compensation from the client or from Hudson. As an independent contractor, you also do not qualify for the payment of any employment related benefits such as sick leave, superannuation, holiday pay, redundancy pay or penal rates.

12) Termination

An assignment may be terminated by Hudson without notice in the event that:

- a) A client of Hudson for which the Contract Executive is providing services cancels its contract with Hudson for any reason including unsatisfactory performance or conduct on your part, or the wish by the client to obtain new or different skills. For the purpose of this clause, the client shall be deemed to have cancelled its contract with Hudson if it has requested the removal and/or replacement; or
- b) You are convicted of an offence punishable by imprisonment; or
- c) You breach any of the terms of this Agreement.

No fee shall be payable to you beyond the date termination takes effect.

13) Effect of Termination

If an assignment is terminated by Hudson then all rights of the contractor and obligations of Hudson under this BOA shall cease except for your ongoing obligations which include clauses relating to Copyright and Plagiarism, Confidentiality Statement, Liability, and Company as contractor in this BOA. No fee shall be payable to the contractor beyond the date termination takes effect.

14) Copyright and Plagiarism

You may be required during the course of any assignment through Hudson to produce material, which will be used by the client organization. Unless prior arrangements are made, the copyright and all other proprietary rights in any material produced by you during the course of the assignment will belong to the client organisation. At the completion of any assignment with a client organisation, you are not permitted to take such materials or to reproduce such materials for anyone else.

We acknowledge that you have existing expertise in business and industry know-how, such practices and methodologies will remain your intellectual property.

Hudson does not permit nor condone plagiarism or the unauthorised copying of the works of others. Any material you are asked to produce must be original work or based on source documents and precedents supplied by the client organisation. You must not under any circumstances copy in whole or in part the work of any other person without express written permission to do so. If at any time during any assignment, you are unsure of your responsibilities or the appropriate course of action Hudson should be contacted.

15) Confidentiality

It is a condition of acceptance of any assignment that you agree not to divulge any learned information or trade secrets, or sighted documentation, to anyone outside the client organisation, without the express permission of the client concerned. You acknowledge that no rights or claims to any intellectual or commercial property will be acquired by reason of any engagements through Hudson. You also agree to indemnify Hudson against any action brought upon Hudson by clients in regard to these matters. You agree if called upon to do so to execute a confidentiality agreement with clients to whom Services are provided in the form used by the client for such purposes.

16) Health & Safety

You shall comply with the Health & Safety in Employment Act 1992 including agreeing to ensure you are aware of the client's Health & Safety policy and procedures, and ensuring that no action or inaction on your part while at work causes personal harm or harm to any other person. You shall report any unsafe working conditions or hazards to the client and to Hudson Limited.

17) Damage to Property

Hudson will not be liable to you for any loss or damage to your property during or in connection with the provision of the Services unless caused by the negligence of Hudson.

18) Entire Agreement

This BOA and every Supplementary Contract contain the entire understanding of the parties and this BOA cannot be changed or terminated orally. This document and all matters or issues relating to our business agreement will be governed by the laws of New Zealand.

19) Arbitration

Any dispute which may arise as to the interpretation of this BOA or as to any matter arising out of BOA including any issues involving termination of an assignment will be referred to a single arbitrator appointed by the President for the time being of the New Zealand Law Society and such arbitration will be conducted in accordance with the Arbitration Act 1996 or any amendment or re-enactment thereof.

20) Future Work

There is no commitment or understanding by either party on the termination of this BOA to enter into any subsequent contract, nor will there be any understanding or expectation that an Assignment with any client shall result in either further Assignments or permanent employment.

21) Conflict of Interest

While you are fully entitled to provide services to any third party during the term of this BOA, you agree to not enter into an agreement with a third party or accept an Assignment which would adversely effect the performance of any other Assignment which you are undertaking for Hudson or any client or which could in any way create a conflict of interest with the affairs of Hudson or any such clients.

22) Company As Contractor

Where the contractor is a company, the person(s) referred to below as guarantor(s) shall be the provider of the Contracted services and be party to the extent that they hereby personally guarantee the performance by the contractor of all the contractor's services and obligations pursuant to this BOA and shall indemnify Hudson for any losses suffered by Hudson as a result of non-performance or breach of this BOA by the contractor and shall execute this BOA as a deed.

23) Completeness

The parties agree that this Business Operating Agreement (BOA) supersedes all prior agreements between the parties.