

HUDSON ON-HIRE EMPLOYMENT AGREEMENT (“OEA”)

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 (New Zealand) Limited (“Hudson”), the following terms and conditions will apply.

Please note: This agreement does not preclude you from working with other organisations independent of Hudson; we are unable to refer your details to our clients unless we have a signed copy of this agreement on file; and we are happy to discuss this agreement with you.

EMPLOYEE DECLARATION

You understand and accept the terms and conditions set out in this document, and confirm that information given by you to Hudson regarding your employment history, qualifications and education is to the best of your knowledge correct in every detail. You permit Hudson to confidentially refer your details to suitable client organisations with your prior agreement.

Your _____ **Yours** _____
Name: _____ **Signature:** _____ **Date:** _____

1. EMPLOYER

- 1.1 Under this Agreement, Hudson is engaging you as a casual employee and will endeavor to provide you with temporary assignments (“Assignment”) with Hudson clients (“Client”).
- 1.2 In engaging your services, the casual employment relationship is between you and Hudson, and not with the Client to whom you are assigned.
- 1.3 Employment commences at the beginning of an Assignment, and ends on termination of that Assignment.

2. CLIENT INTRODUCTION

- 2.1 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.
- 2.2 At no time will you directly involve yourself in negotiations between Hudson and its Clients, and you will not approach a Client directly after Hudson has arranged an interview or Assignment for you with the Client.

3. ASSIGNMENTS

- 3.1 You have the right to accept or refuse any Assignments offered by Hudson.
- 3.2 The Client has direct supervision and management of your performance in an Assignment, and controls the conditions under which the Assignment is performed, and the outcome of your performance.
- 3.3 On acceptance of an Assignment you agree to:
 - a. report to work at the hours stipulated by Hudson;
 - b. complete the entire Assignment;
 - c. cooperate with the Client’s staff and accept the direction, supervision and instruction of any responsible person in the Client’s organisation;
 - d. observe any rules and regulations of the Client’s organisation, and comply with all Hudson policies and procedures at all times;
 - e. ensure you are appropriately dressed, punctual and reliable when presenting for Assignments with Clients;
 - f. report any variation to the hours or duties performed in an Assignment to Hudson; and
 - g. notify Hudson prior to start time if you are late or unavailable to attend any period of an Assignment.
- 3.4 You understand that while Hudson will endeavour to obtain Assignments for you, the casual nature of your engagement means there will be times where there are no suitable Assignments available. You also understand that Hudson is not liable to pay you if Hudson does not offer you any Assignments or a particular Assignment.
- 3.5 You understand and agree that although the tasks and duration of an Assignment will be advised at the time of acceptance of an Assignment, these may alter without notice during the Assignment dependent upon the needs of Hudson or the Client.
- 3.6 In the event that a Client has specific pre-placement screening checks (e.g. credit checks, security checks etc), your commencement in the Assignment and/or continuation in the Assignment is conditional on the outcome of those checks to the satisfaction of the Client and Hudson.

3.7 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 Assignment brief at any time under the terms of their agreement with Hudson.

4. CONFIDENTIALITY

4.1 You will sign all necessary documents and do all things necessary immediately at the Client's request to establish and protect any of the Client's rights in the Client's Confidential Information and Intellectual Property, and to pass on any Intellectual Property you create during an Assignment with a Client. You understand and agree that the Client owns any Intellectual Property.

4.2 You will not disclose to any third party or use for your own or anyone else's benefit, any Confidential.

4.3 You understand that "Confidential Information" includes information relating to the Client, or any company related to the Client, that can reasonably be regarded as confidential, being information not in the public domain or known to competitors, and any other information that you are given, or which comes to your knowledge during any period during which you provide services to a Client that you are told is confidential, or which a reasonable person would expect to be.

4.4 You understand that "Intellectual Property" includes ideas, designs, drawings, inventions and copyright in any works, documents or other items of the Client, or that you conceive, create, develop or make on behalf of the Client during any period in which you provide services to a Client.

4.5 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. 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.

4.6 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. You acknowledge that no rights or claims to any intellectual or commercial property will be acquired by reason of any Assignment through Hudson. You also agree to indemnify Hudson against any action brought upon Hudson by Clients in regard to these matters.

5. PERSONAL PHONE CALLS/FACSIMILES/EMAIL/INTERNET

5.1 You accept that while on an Assignment you:

- a. may only make personal calls when absolutely essential and any costs incurred will be reimbursed by you to the Client;
- b. must have your mobile telephone switched off during work hours;
- c. may only receive or send personal facsimiles with the Client's prior approval;
- d. may only use the client email or internet for personal use with the Client's prior approval; and
- e. will not download, view or copy any information from the internet, send any email or email attachment to any individual or individuals that could in any way be considered objectionable, defamatory or abusive.

5.2 Hudson reserves the right to terminate an Assignment should clause 5.1 be breached.

6. PAYMENT OF WAGES

6.1 An hourly or daily rate will be negotiated with you prior to commencing an Assignment. It is important to ensure that no rate discussion occurs either at interview or during an Assignment with the Client, its employees, or others engaged on the Assignment.

6.2 Wages paid shall be based solely on the hours you work on each Assignment. Payment is made subject to confirmation by the Client that you have performed satisfactorily. You are not entitled to remuneration when not working on an Assignment. However, where an Assignment is terminated immediately without fault on your part, and without notice during a working day, you will be paid for a minimum of three hours or the actual hours worked, whichever is greater, for the day an Assignment is shortened or terminated.

6.3 You accept that no wages will be paid to you unless you present to Hudson a Hudson timesheet (preferably through the Hudson web timesheet system) with the relevant dates and number of hours worked, and signed/authorised by both you and the Client.

6.4 You understand that rates quoted and agreed may either include or exclude penal rates and overtime payments. These factors shall be determined and agreed between you and Hudson prior to acceptance of each Assignment.

6.5 You must provide Hudson with your taxation and bank account details prior to commencing an Assignment, and notify Hudson if those arrangements change at any time. Bank details can be updated online through Hudson's contractor portal.

6.6 You agree that any overpayment made to you may at any time be recovered by Hudson by, for example, deducting the overpayment from your next payment. Further, you authorise Hudson to deduct from any money due to you on termination of your employment owed by you to the Client or Hudson.

6.7 Wages are paid weekly for work undertaken in the previous week and for which a completed and signed/authorised timesheet has been received by Hudson.

7. ANNUAL HOLIDAYS

7.1 Annual holiday entitlements will be provided per the Holidays Act 2003.

7.2 You are entitled to four (4) weeks paid annual holidays after the end of each completed period of twelve (12) months continuous employment.

7.3 Where you advise Hudson at the end of an Assignment that you wish for your final pay to be finalised, including payment for any unused accrued holiday pay, the annual holiday component will be paid to you within seven (7) days after payment of your final timesheet.

7.4 Hudson reserves the right to pay out any outstanding accrued leave entitlement if you have ceased working in an Assignment.

7.5 Applications to take annual holidays must be applied for in advance through Hudson's online contractor portal. For periods of leave greater than one week, at least one (1) months notice is required. Leave is not automatically granted, and may be declined by Hudson based on business reasons such as Client requirements.

7.6 Hudson adopts a policy of not considering requests made under s28A of the Holidays Act 2003 for a portion of your annual holidays to be cashed out.

7.7 Due to the casual nature of your engagement, which may result in variation to your hours of work, you agree to Hudson using the averaging method of calculation provided under the section 8(2) of the Holidays Act 2003 when determining your 'ordinary weekly pay' for the purposes of calculating annual holiday pay.

8. PUBLIC HOLIDAYS

8.1 Public holiday entitlements will be provided per the Holidays Act 2003.

8.2 If a Client requires, you may be required to work on a public holiday. If you are required to work on a public holiday, and Hudson has been notified accordingly, you will be paid time and a half for hours that you work. Additionally, you will be entitled to another paid day's holiday (alternative holiday) which should be taken at a time to be agreed between you and Hudson in consultation with the Client.

8.3 The entitlement to an alternative holiday only applies if the public holiday that you work on falls on a day that would otherwise be a working day for you.

8.4 Due to the casual nature of your engagement, which may result in variation to your hours of work, you agree to Hudson using the 'average daily pay' method of calculation provided under the section 9A of the Holidays Act 2003 when determining your 'relevant daily pay' for the purposes of calculating public holidays (including alternative holidays).

9. SICK AND BEREAVEMENT LEAVE

9.1 Sick leave and bereavement leave entitlements will be provided per the Holidays Act 2003.

9.2 You are entitled to paid sick leave and bereavement leave after you have completed six (6) months current continuous employment with Hudson.

9.3 You are entitled to five (5) days paid sick leave for each twelve (12) month period of continuous employment commencing at the end of the six (6) month period specified at 9.2, which may be taken when you are sick or injured, or your spouse is sick or injured, or a person who depends on you for care is sick or injured.

9.4 You are entitled to three (3) days of paid bereavement leave on the death of your spouse, parent, child, brother, sister, grandparent, or spouse's parent. You may also be entitled to one (1) day of paid bereavement leave on the death of any other person as approved by Hudson.

9.5 A medical certificate is required after three consecutive days of sick leave, or at any time after you have used your entitlement in total.

9.6 Due to the casual nature of your engagement, which may result in variation to your hours of work, you agree to Hudson using the 'average daily pay' method of calculation provided under the section 9A of the Holidays Act 2003 when determining your 'relevant daily pay' for the purposes of calculating sick and bereavement leave.

10. PARENTAL LEAVE

10.1 Parental leave entitlements will be provided per the Holidays Act 2003. Please contact Hudson for further information regarding your entitlement to parental leave.

11. HEALTH & SAFETY

11.1 You understand that Hudson effects accident compensation insurance in respect of your Assignments, and you agree to advise Hudson of any injury or accident occurring during an Assignment within twenty four (24) hours.

- 11.2 You understand that you must take care at all times to ensure your safety and the safety of your co-workers while performing Assignments at the Client's work site, and that you must:
- undertake all induction and other training required by Hudson and the Client;
 - comply with the policies, procedures and directions of Hudson and the Client;
 - immediately notify Hudson and the Client of any health and safety risks in the performance of your work and actively participate to implement the appropriate risk control;
 - only perform tasks requested of you by the Client that you are skilled and trained to perform
 - immediately notify Hudson if there are any changes in the work you are assigned to perform for a Client; and
 - in the event of a work related injury or illness, actively participate in your rehabilitation and return to work program.

12. ADDITIONAL OBLIGATIONS

- 12.1 You accept sole responsibility for the safety and security of your own personal belongings and property during each Assignment, and whilst travelling to and from Assignments.
- 12.2 You will not use your own vehicle for any business purposes of the Client without the prior permission of Hudson. You acknowledge that where you use your own vehicle for the business purposes of the Client, whether by prior arrangement or not, you will be entirely liable for any damage or loss arising out of the use of your vehicle.
- 12.3 Where prior arrangements have been made with Hudson for you to use your own vehicle while on Assignment, you will be reimbursed at rates set by Hudson as advised to you.
- 12.4 You will be responsible for any parking tickets, or any other driving infringements incurred when using a vehicle, and will be responsible for reimbursing the Client for any such costs incurred by you.
- 12.5 If during any Assignment you are provided with Client property, or are entrusted with any cash, cheques or other valuables, you will return to the Client such property upon demand by Hudson, the Client, or upon completion of the Assignment. You authorise Hudson to recover the cost of any damaged or unreturned property, unreturned cash, cheques or other valuables by way of a deduction from any wages or other payments due to you.

13. CONTINUED INVOLVEMENT

- 13.1 Should you be offered further Assignments, or a permanent position with any Client, its subsidiaries or associated companies where Hudson has arranged an Assignment, this new Assignment or placement must be made through Hudson. This applies for a period of six (6) months from completion of any Assignment.
- 13.2 You agree that, during any period in which you provide services to a Client and for six (6) months after any such period, you will not seek Assignments or employment with the Client, any company related to the Client, or any other person or body to whom you have been introduced by the Client, without first notifying Hudson.

14. TERMINATION

- 14.1 Upon commencing employment with Hudson, a probationary period of 90 days will apply to your employment to assess your performance and suitability for continued employment.
- 14.2 Because of the casual nature of your employment, you agree that Hudson may terminate any Assignment and/or this agreement at any time without notice for any reason including but not limited to the following situations:
- a Client of Hudson to whom you are assigned cancels the Assignment or contract with Hudson for any reason including unsatisfactory performance or conduct on your part. For the purpose of this clause the Client shall be deemed to have cancelled its contract with Hudson if it has requested your replacement; or
 - you are convicted of an offence punishable by imprisonment; or
 - you breach any of the terms of this agreement. \
- No payment shall be payable to you beyond the date termination takes effect.
- 14.3 As a casual employee of Hudson, you acknowledge that you are not entitled to receive any payment or compensation for redundancy.
- 14.4 If for any reason whatsoever you are unable to complete an Assignment, you must give Hudson a minimum of two (2) working days notice unless the Assignment is for more than four (4) weeks duration, in which case you must give Hudson five (5) working days notice in advance, or payment in lieu of notice. In the event that you fail to provide the required notice, you authorise Hudson to deduct the relevant payment in lieu of notice from your wages.

15. PRIVACY

- 15.1 You authorise Hudson to use and disclose any of the personal information that you have provided to Hudson for the purpose of obtaining Assignments for you with Clients, or prospective Clients of Hudson, or such other

purposes as disclosed in Hudson's privacy policy, a copy of which is available from our offices or may be accessed at www.hudson.com.

- 15.2 During each assignment with a Client, you must handle all personal information that you collect in the performance of that assignment in accordance with applicable privacy laws and the Client's policies.

16. PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS AND PERSONAL GRIEVANCES

16.1 This procedure applies to the settlement of an employment relationship problem.

16.2 An employment relationship problem includes a personal grievance, dispute or other problem relating to your employment relationship with Hudson. However, it does not include any problem in relation to the fixing of new terms for your employment.

16.3 Listed below are examples of employment relationship problems:

- a. you think you have been treated unfairly;
- b. a personal grievance;
- c. you are discriminated against, sexually, harassed, or racially harassed in your Assignment;
- d. a breach of your employment agreement;
- e. a dispute over the interpretation, application or operation of your employment agreement;
- f. unfair bargaining for an individual employment agreement;
- g. a question about whether you are an employee or an independent contractor;
- h. a disagreement about your wages or holiday pay etc;
- i. you not being allowed to attend union meetings; or
- j. you get a warning, or are dismissed.

16.4 If you feel that you have been treated unfairly and feel aggrieved, we urge you to first raise the matter with us in accordance with Hudson's grievance policy summarised as follows:

Step 1

Please raise the grievance (in writing or otherwise) with your Hudson consultant or manager. The Hudson consultant or manager shall collect and review all the relevant material related to the grievance and endeavour to resolve the grievance. Ensure that you provide the following information:

- Details of your issue, problem or grievance;
- Why you feel aggrieved; and
- What solution you seek to resolve the matter.

Step 2

If the grievance is not resolved at Step 1, the grievance should be referred to Hudson's legal team for resolution.

Step 3

If the problem or grievance is not resolved at Step 2, and you wish to pursue a personal grievance in accordance with the Employment Relations Act 2000, you should write to Hudson advising us of this.

Note: Under the Employment Relations Act 2000, you must first raise a personal grievance with your employer (i.e. Hudson) within the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to your notice (whichever is the later).