

## ON-SITE SERVICES

### TERMS AND CONDITIONS

CWT shall provide onsite services (the "Services") to Client in accordance with the relevant Statement of Work ("SOW") and these terms and conditions

In order to provide the Services, CWT shall base a CWT employee ("Service Manager") on Client's premises with effect from the date of signature of the agreement for the Services ("Effective Date").

#### 1. Responsibility of Client

##### 1.1 Client shall:

- (a) comply with all relevant laws and regulations in dealing with Service Manager;
- (b) be responsible for the safety and security of Service Manager while he/she is on Client's premises, and provide Service Manager with the same entitlements relating to safety and security as it provides to its own employees and personnel;
- (c) provide decent working conditions and the same amenities for Service Manager as it provides to its own employees and personnel;
- (d) ensure that Service Manager works in a positive environment and is treated professionally and with due respect at all times;
- (e) promptly forward to CWT a written notification of any workplace incident that may give rise to a claim by, against or involving Service Manager; and
- (f) provide CWT with any information, documentation, reasonable access to its premises and assistance necessary for CWT to deal with any issues that are reserved to employers, including but not limited to disciplinary matters, investigations, appraisals, leave, or remuneration, under CWT's internal procedures or before any court or tribunal, subject to CWT meeting any reasonable costs and expenses of Client in so doing. Client shall refer any such issues concerning the Service Manager to CWT upon becoming aware of them.
- (g) allow Service Manager to:
  - consult with CWT for advice and assistance in the performance of his/her work;
  - during normal business hours, as required by CWT of its employees, attend:
    - practice group meetings;
    - department conferences;
    - training sessions; and
    - seminars and social events conducted by CWT;
  - receive internal CWT correspondence and publications in order to keep

up\_to\_date with developments in the industry or CWT's new practices, tools, products and methodologies; and

- maintain internet access with CWT.

1.2 Client acknowledges that Service Manager may refuse to work at Client's premises if it reasonably appears to him/her or any representative of CWT that the working environment is or has become unsafe for any reason, including but not limited to Client failing to comply with any relevant health or safety legislation or regulations or other obligation.

1.3 Client shall not require Service Manager to perform any duty which would place him/her in breach of his/her employment contract with CWT, which includes any CWT internal policies forming part of such employment contract (including, without limitation, any matter which would cause him/her to be in breach of CWT's gifts, entertainment or anti-bribery policy).

1.4 Client shall not provide any incentive or consideration, financial or otherwise, to Service Manager without prior written approval from CWT.

## **2. Direction and Responsibility**

2.1 Under no circumstances is CWT acting as a lender of staff, temporary staff agency or a recruitment agency to or for Client, in any way.

2.2 This Agreement shall not be construed to create a relationship of employer and employee between Client and Service Manager. Service Manager will remain CWT's employee.

2.3 As a CWT employee, Service Manager will work under the control and direction of, and be responsible to CWT. CWT shall establish Employee's working hours and vacation schedules, and any changes shall be agreed in consultation with Client.

2.4 Notwithstanding Article 2.1, Service Manager may take instructions from Client with regard to providing the Services as set out in the SOW and shall cooperate with Client's principal contact in that connection. Service Manager shall not act in the capacity of a program manager for Client.

## **3. CWT Employee Obligations**

### **3.1 Code of Conduct and Policies**

3.1.1 As a CWT employee, CWT Service Manager shall comply with CWT's code of conduct and relevant policies during the term of the assignment.

3.1.2 Service Manager shall not be compelled to comply with any Client requirements or directions that contradict CWT's policies and procedures, except for Client's health and safety policies when Service Manager is working on Client's premises.

### **3.2 Conflict of Interest**

3.2.1 Client acknowledges that, subject to the confidentiality provisions of this Agreement, if Service Manager considers that an actual or potential conflict of interest may arise out of the work to be done by Service Manager during the assignment, he/she shall report such actual or potential conflict of

interest to CWT, in accordance with CWT's policies and procedures. Depending on the nature of the conflict, CWT will then discuss the matter with Client where relevant.

3.2.2 If reporting such actual or potential conflict of interest to CWT will result in a breach of the confidentiality provisions of this Agreement, Service Manager will arrange for a meeting with both Parties' principle contacts and seek consent from Client's principle contact during said meeting before disclosing the actual or potential conflict of interest to both Parties during the meeting.

3.2.3 If either CWT or Client considers that an actual or potential conflict of interest may arise out of the work to be done by Service Manager during the assignment, CWT and Client shall meet in good faith to resolve the conflict of interest.

### 3.3 Confidentiality

3.3.1 CWT acknowledges that Service Manager will have a duty of confidentiality to Client during the period of the assignment.

3.3.2 Where Service Manager must consult with CWT for advice and assistance for providing the Services, or where Client specifically requests Service Manager to do so, Client agrees that Service Manager may divulge such confidential information to CWT as is strictly necessary for those purposes.

3.3.3 Client acknowledges that CWT may hold confidential information relating to other clients, which neither Service Manager nor CWT may disclose to Client or use for Client's benefit.

## 4. Absence and reassignment of Service Manager

4.1 CWT may replace Service Manager at any time during the term of the Agreement by providing reasonable prior notice to and consulting with Client.

4.2 If Client, acting reasonably, has any issues or concerns with the Services provided by CWT through Service Manager, then Client shall report such concerns, issues or complaints to CWT for investigation by CWT. Client shall fully cooperate with CWT in such investigation.

4.3 Where CWT decides to replace the Service Manager, for any reason whatsoever, CWT shall, in consultation with Client, use reasonable commercial efforts to assign a suitable new Service Manager for Client. Client shall have the right to interview the new Service Manager and shall not unreasonably refuse such new Service Manager proposed by CWT.

4.4 Service Manager's rights in respect of annual leave and sick leave with CWT will remain unaffected by the Agreement. CWT undertakes to inform Client within a reasonable time and no later than ten (10) days in advance of his/her annual leave in excess of three (3) days and three (3) days in advance of holiday periods lasting less than three (3) days .

4.5 If the Parties are unable to agree on how the Services will continue to be supplied during any parental leave or long absence, either Party may suspend this Agreement for the duration of such parental leave or absence. Client shall not be required to pay any Service Fees during that time, and any pre-paid Service Fees will be refunded on a pro-rata basis.

## 5. Liability and Indemnity

Client shall be responsible for, and indemnify and defend and hold harmless CWT against any and all claims, liens, judgment, penalties, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses or causes of action of whatever nature including, without limitation those made or enjoyed by dependents, heirs, claimants, executors, administrators, successors, survivors or assigns (collectively, the "Claims") regarding any Claim made by:

- Service Manager in relation to a breach by Client of its undertakings hereunder;
- a third party arising from Service Manager's actions or omission only insofar as he/she is acting under Client's directions.