

**ANNEX 4 – HR ADVISORY SERVICES**

This Annex 4 forms an integral part of and should be read in conjunction with the TopSource Worldwide Group Service General Terms and Conditions which shall regulate the services contained under this Annex 4 in relation to any aspects not specifically covered hereunder.

This Annex 4 covers all the specific terms and conditions applicable to the UK and Global HR ADVISORY SERVICES.

**1. SERVICES**

**1.1** HR Advisory Services shall include the following services:

- 1.1.1 **Employment Contract:** i) Assist the Company with drafting a locally compliant Employment Contract; ii) Assessment of applicable position classification (CBA's); iii) Review client's own contract; iv) Customization.
- 1.1.2 **Employment Handbook:** i) Assist the Company with drafting a locally compliant Employment Handbook; ii) Review client's own handbook.
- 1.1.3 **Employee Benefits & Benchmarking:** i) Support communication of employment terms, benefits and HR process; ii) Remuneration Benchmarking (base salary, variable comp, allowances, bonuses. NOT benefits/insurances); iii) In-country Benefits Benchmarking.
- 1.1.4 **Involuntary Terminations Advice:** i) Advise on termination procedures and requirements.
- 1.1.5 **Advise on Employment Related Matters:** Provide advisory Support for all matters as required, e.g., terminations, and employee issues/disputes.
- 1.1.6 **Background Screening:** Due to the increased regulations globally, you may require background checks to verify each new employee.
- 1.1.7 **Employment Documentation, Policies & Procedures:** Draft and document local HR policies and procedures.
- 1.1.8 **Employee Documentation Management, Generation & Filing of Employee Records:** Maintain required employee documentation and personnel file.
- 1.1.9 **Develop Training Modules/Materials:** Coordinate with accredited third-party vendors to prepare and present locally compliant training modules and materials, i.e. Bullying & Harassment Training, etc.
- 1.1.10 **General Employment Advisory:** i) Advice on local employment matters as required; ii) Ongoing outsourced employee relations support.

**2. FEES AND PAYMENTS**

**2.1** Fees for this service will be invoiced as rendered, in accordance with the relevant Order Form.

**2.2** Should the Client request any other ad-hoc international HR services, these will be charged on TopSource standard blended hourly rate basis (minimum 5 hours) unless an alternative arrangement has been agreed in writing.

**2.3** Unless otherwise agreed between the Parties, TopSource will charge for all the time spent working on the requested services. Time spent will include but will not necessarily be limited to: i) perusing and working on papers and correspondence; ii) time spent on the telephone with you or third parties; iii) time spent in face to face meetings with you or third parties. In addition to our fees, our invoices will include: a) VAT where applicable; b) expenses, for example photocopying, long-distance telephone calls, travel, accommodation and meals when travelling away from the office in fulfilling your instructions, couriers, postage and delivery services; c) disbursements incurred on your behalf, for example lawyers' and brokers' fees.

**2.4** Invoicing is made in accordance with the terms contained in the Order Form and shall cover the services performed and any amounts incurred on Client's behalf during the previous month. Any late booked time or late booked disbursements or expenses will be included in the next available invoice after the invoice that has already been sent to the Client. The Client shall cover any bank charges associated with the transfer of funds to TopSource for the payment of the relevant invoices.

**2.4.1** Services performed on a fixed fee basis will be upon completion of each project. Interim invoices will be issued for fixed fee projects lasting more than one month, to cover time incurred within an invoicing period.

**2.4.2** Monthly recurring services ("Retainers") will be invoiced in advance at the beginning of the month. The rate charged for a Retainer will be reviewed against actual usage of the services at the end of the third month following the commencement of the Retainer and any adjustments (increases or reductions) applied in the next available invoicing period. Thereafter, usage shall be reviewed every 12 months, with any adjustments applied in the next available invoicing period. Fees may also be adjusted before the expiry of a 12-month period, if usage is significantly higher or lower than anticipated. The Client agrees that advanced payments may be requested to cover charges which TopSource is likely to incur on Client's behalf. Should the Client fail to make any such advanced payment as requested by TopSource, TopSource reserves the right to stop the provision of the services and issue an invoice for the services already provided.

Invoices are due for payment immediately and must be paid within 15 days of delivery.



**2.4.3** In the event that the Client fails to pay a due invoice for more than 30 days, TopSource reserves the right to cease the performance of any services to the Client.

### **3. Electronic Communication**

The Parties acknowledge and agree that communication will be primarily via e-mail, in addition to post and phone and that security and confidentiality of communication via electronic means cannot be guaranteed. It is each Party's responsibility to ensure that communications to any e-mail address are secure.

### **4. Storage of Documents**

If and when applicable, TopSource shall be entitled to retain Client's papers and documents or other property held by TopSource if there is any money owing to TopSource in respect of TopSource's charges until the Client has paid any outstanding amount, including any interest. TopSource shall keep our file of papers (except for any of Client's papers which the Client requested to be returned to the Client) for at least six years. After this date, TopSource will usually destroy the file. TopSource does not have the facility to deposit documents in safe custody.

### **5. Confidentiality and IP Rights**

TopSource retains copyright in any report, letter or documentary advice or information created and produced by TopSource. These may only be copied, reproduced or sent to anybody else with TopSource prior written consent. Under no circumstances may anybody else rely or act upon any advice provided by TopSource to the Client.

### **6. Terminating our Arrangement**

The Agreement shall commence on the Commencement Date for the Initial Term provided under the Order and thereafter shall be automatically renewed for successive Renewal Periods of 12 months unless either Party notifies the other Party of termination in writing at least 90 (ninety) days before the end of the Initial Term or of the applicable Renewal Period (and in such circumstances the Agreement shall terminate on the expiry of the Initial Term or the applicable Renewal Period).

### **7. Limitation of Liability**

**7.1** TopSource shall take reasonable skill and care in the provision of services to the Client, and acknowledge that it may be liable to the Client for any proven losses, damages, cost or expenses ("losses") caused by TopSource's negligence, breach of contract, fraud or wilful default.

**7.2** Subject to clause 7.1, TopSource's liability under any relevant Order for Services Form, whether in respect of breach of contract, tort (including negligence), breach of statutory duty or otherwise, shall in no event exceed the fees paid in any calendar year. For the avoidance of doubt, TopSource will not be liable if such losses are due to the provision of false, inaccurate, misleading or incomplete information or documentation or due to the acts or omissions of any person other than TopSource.

Where any damage or loss is suffered by the Client you for which TopSource would otherwise be jointly and severally liable with any third parties, the extent to which such loss shall be recoverable by the Client from TopSource as opposed to the third party, shall be limited so as to be in proportion to TopSource's contribution to the overall fault for such damage or loss, as agreed between the Parties, or in the absence of agreement, as finally determined by the English court.

### **8. Sub-Contracting**

TopSource shall be entitled to sub-contract any part of the services being provided to any third party. In such event TopSource shall remain responsible for the services being provided.