

# Agreement and terms

PGWorkforce Ltd. hires you as self employed, hourly when needed or as a project.

## Glossary

**Self Employee** = The person who is employed by PGWorkforce Ltd.

**Client** = The company where the self-employed carries out work.

## Fees and services

As self-employed, you get access to PGWorkForce's services for billing, administration of invoices, payroll, debt collection services, information and advice. PGWorkForce's service fee is 10% of the invoiced amount (minimum 50 EUR per invoice). PGWorkforce Ltd. have an obligation to notify any changes in fees no later than one month before they take effect.

## Payment of salary

Salary consists of the invoiced amount for the self-employee minus PGWorkForce's service fee and any bank charges. Payment is made to the bank account specified by the self-employee and paid out when the client has paid the invoice.

## Invoice dispute

If the client denies the invoice an adjustment of the invoice can be made by the self-employee. This is done by sending out the invoice again through PGWorkForce's website. The old invoice gets canceled automatically. If the invoice is not paid in time the invoice is sent to collection through Intrum Justitia.

## Commitments for the self-employee

- Initially, before the self-employee can start working through PGWorkForce Ltd. the self-employee has to prove his/her address by submitting a not older than 3 month copy of utility bill, bank statement or government letter. We also require a valid copy of passport and signature of agreement.

- The self-employee has to inform the client that he/she want to invoice for the work performed using PGWorkForce Ltd.
- The self-employee registers invoices and does time tracking through PGWorkForce's website or through email.
- The self-employee has to supply the correct invoice details and make sure that it contains the information needed for PGWorkforce Ltd. to be able to send invoices to the client. Invoicing is based on PGWorkForce's tax certificate issued in Hong Kong.
- Cooperation between PGWorkforce Ltd. and the self-employee are based on personal responsibility where the self-employee are responsible for project / task execution and the search for new assignments. The self-employee has to make sure that his/her data available on PGWorkForce's website is accurate and up to date.

## Purchasing

Purchasing of materials is the client's responsibility. PGWorkforce Ltd. can not administer such costs. However everything not subject to VAT can be charged as a fixed price surcharge on the invoice.

## Contracts and agreements

The self-employee has the right to sign contracts or enter into agreements with his/her clients. The self-employee may not write or sign agreements / contracts on PGWorkForce's behalf. PGWorkforce Ltd. is not responsible for relationship or pricing between the self-employee and it's clients.

## Responsibility

- The self-employee are responsible to not include false invoices and that the he/she fulfills the obligations to the client for the work or service corresponding to the invoice.
- The self-employee are responsible for keeping records / time tracking of his/her work. The information is used when issuing an employment certificate that we can give to the self-employee when needed.

- The self-employee undertakes to notify PGWorkforce Ltd. of any event that can influence or affect the employment. For example a change in his/her current resident address.
- The self-employee are solely responsible for making sure he/she has work permit in the country or countries he/she are working.
- The self-employee should under no circumstances use PGWorkForce Ltd. when purchasing goods or when signing a contract.
- The self-employee are solely responsible for the tasks, funding and revenue.
- The self-employee are responsible for any costs that may arise to the client if breach of contract. PGWorkforce Ltd. undertakes under no circumstances the liability for the self-employee.
- In the case where the self-employee are accidentally responsible for costs or harm to the client customers, it's normally covered by the client's liability insurance. The self-employee has to find out if such insurance exist or otherwise sign a contract with the client where the client takes liability for the self-employee in such case.
- The self-employee are solely responsible for paying the right amount of tax and to declare the correct tax in the country he/she is considered to be taxable. PGWorkforce Ltd. assists with information about tax upon request. The self-employed must be the most number of days per year in the country he / she decided to be resident if any. He / she must never be resident in the country / countries he / she sends invoices to.

## Limitations of liability

PGWorkForce Ltd. has no liability for damage caused to the self-employee, it's clients, or client customers as a result of:

- System failure, conflict, communication error or other by PGWorkforce Ltd. unforeseen obstacles or any of PGWorkForce's partners.
- Force majeure, new and revised laws and agreements, regulations, legislation, government action, or other circumstance PGWorkforce Ltd. could not reasonably have avoided or overcome.

- Other barriers, aggravating or delays due to circumstances beyond PGWorkForce's control. PGWorkforce Ltd. is in any case not liable either for direct damages, lost profits or other indirect losses. This is normally covered by client's liability insurance.
- If the self-employee in any way is committing offenses, abuse, improper use or careless handling of the services provided by PGWorkforce Ltd. Then PGWorkforce Ltd. has the right to immediately terminate this agreement and related services for the self-employee.

## Insurance

PGWorkforce Ltd. mediates international health- and accident- insurance for the self-employee through partnership.

## Security

The self-employee shall not during or after employment, without authorization, utilize or disclose information about business or operating conditions in PGWorkforce Ltd., such as documents, contracts, pricing strategies, partnerships, structures, password / logins and related information. Both parties shall at all times respect each others interests and are bound to confidentiality with regard to economic conditions, trade secrets and any other material which is included in the party's activities.

## Disputes

Disputes arising from this agreement shall be settled by the Hong Kong International Arbitration Centre (HKIAC) with the use of Hong Kong law.

## Use of personal information

The information given by the self-employee through our website or otherwise sent to PGWorkforce Ltd. is stored in a protected database. These data are used by PGWorkforce Ltd. to handle the employee's records, invoices and payroll etc. As a self-employee you have the right to request records on the data available registered in your name, and ask for the adjustment of these.

## Signature

By signing you the Self Employee agrees with the argreement and terms stated above.

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Printed Name: