

CLIENT TERMS OF BUSINESS FOR THE SUPPLY OF PERMANENT STAFF TO A CLIENT FOR DIRECT HIRE

BETWEEN

- (1) Signify Technology Group Ltd, a company incorporated in England and Wales under company number 10260641, and whose registered office is at 85 London Wall, 2nd Floor, London, EC2M 7AD ("**Signify**"); and
- (2) The company, organization, person, firm or corporate body to whom Signify Introduces a Candidate and who is the recipient of the Services, and shall include its parent companies, assumed names, trade names, associates, representatives, employees, customers, agents, and subsidiaries (the "**Client**").

each of them hereinafter referred to as "**Party**" or jointly as the "**Parties**".

1. DEFINITIONS

1.1. In these terms of business (the "**Agreement**") the following definitions apply: -

"Agreement" means the agreement between the Signify and the Client, incorporating the terms and conditions contained herein and its schedules;

"Candidate" means any individual, person, applicant, entity, third party, prospective employee or organisation on whose behalf Signify effects an Introduction to the Client. For the avoidance of doubt, a Candidate shall include a Signify employee;

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);

"Data Protection Laws" means all applicable laws relating to data protection and privacy including but not limited to the Data Protection Act 2018, UK GDPR and the General Data Protection Regulation (EU) 2016/679 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any applicable national implementing laws, regulations or secondary legislation;

"Engagement" means the engagement, employment or use of the Candidate's services, whether directly or indirectly, by the Client or any third party or through any other employment business on a full-time permanent, part-time permanent, contract, temporary basis or any other arrangement, whether under a contract of service or for services, or an agency, license, franchise or partnership arrangement; or any other engagement. "Engage" or "Engaged" shall be construed accordingly;

"Introduction" means (i) the Client's interview of a Candidate in person or by telephone or otherwise, following the Client's instruction to Signify to search for a Candidate; or (ii) the provision or disclosure of any information to the Client about a Candidate, whether written or oral, including without limitation, Candidate's contact information, skillset, references, availability, background, CV, profile, experience, or any information that may be derived from same, which identifies the Candidate; and which, in either case, leads to an Engagement of that Candidate. "Introduce" or "Introduced" shall be construed accordingly;

"Personal Data" means personal data (as defined by the Data Protection Laws) which is processed by the parties in connection with the provision of recruitment services under this Agreement;

"Remuneration" means total remuneration in the Candidate's first twelve months of Engagement for services rendered to or on behalf of the Client, which includes annual base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) fees payable to or receivable by the Candidate;

"Services" means the sourcing and Introduction of Candidates to the Client for the purpose of Engagement by the Client.

- 1.2. Unless the context otherwise requires, references to the singular include the plural.
- 1.3. The headings contained in these terms are for convenience only and do not affect their interpretation.
- 1.4. A reference to a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted from time to time.
- 1.5. If any term or clause herein conflicts with any term or clause from within in the schedules, then the schedules will take precedence, and the term or clause in the schedules will prevail.
- 1.6. In reference to the Conduct Regulations, Signify will be acting as an Employment Agency should the Client Engage a Contractor on a permanent employment basis, and acting as an Employment Business when providing Candidate's to the Client on a temporary worker basis, either as a contractor or employee.

2. TERM & TERMINATION

- 2.1 All and any business relating to permanent recruitment Services undertaken by Signify is transacted subject to this Agreement.

- 2.2 The entire terms and conditions of this Agreement shall be deemed accepted and agreed by the Client upon the first of the following to occur: (a) Client's execution of the Agreement; (b) Client's request for Services; (c) Client's in-person or phone interview of a Candidate; or (d) an Engagement.
- 2.3 No variation or amendment to this Agreement and any of the terms and conditions detailed herein are effective unless it is agreed in writing within a Variation Schedule and is signed on behalf of each party by a person duly authorised by that party. For the avoidance of doubt, this explicitly includes any variations or amendments to the fees, charges, guarantee and rebate periods which must be agreed in writing and signed within a Variation Schedule.
- 2.4 In accordance with clause 2.2 above, Signify's fees and charges shall be payable by the Client for the Services, in accordance with the terms and conditions described herein, despite the absence of an authorised signature from the Client. Signify's fees, charges and invoices will be issued at the corresponding rates, timeframes and payment terms detailed within this Agreement. Any variations or amendments made to this Agreement, agreed and signed within a Variation Schedule, will be made effective from the date in which the Variation Schedule is signed by the Client.
- 2.5 The Agreement shall continue to remain effective, enforceable, presiding above any other agreements, and accepted by the Parties as entirely valid unless terminated by either party in accordance with the clauses of this Agreement.
- 2.6 Either party can terminate the Agreement with 30 days' written notice to the other. Certain provisions, including for the avoidance of doubt all provisions relating to payment of fees by the Client, survive termination.

3. FEES & CHARGES

- 3.1. The fee per Engagement for Signify's Services shall consist of a percentage of the Candidate's Remuneration (the "**Fee**") in accordance with the fee scale set out in clause 3.2 below.
- 3.2. Fee calculated on the Candidate's Remuneration: 30% (with a minimum Fee payable of £10,000)
- 3.3. Client will be liable to pay the fees in the event of an Engagement of any Candidate in any capacity, basis or length of time.
- 3.4. Client shall pay Signify the Fee if Client Engages a Candidate within twelve (12) months from the latest to occur of the following: (a) Client's in-person interview or phone interview of the Candidate; (b) any Introduction or any re-Introduction of a Candidate; (c) the most recent discussion between the Parties regarding the Candidate; (d) Client's withdrawal of an offer; or (e) Client's rejection of the Candidate. This provision shall survive expiration or termination of the Agreement.
- 3.5. If any Candidate is re-engaged within 12 months of the termination of an Engagement, the guarantee provisions of clause 4 will not apply and the Fee stated in clause 3 shall be due and payable.
- 3.6. If the Client Engages a Candidate initially Introduced to the Client by Signify at any time during the period of 12 months following the termination of this Agreement regardless of future sources of contact from the Candidate or other employment agencies, Client will pay Signify the Fee in accordance with clause 3.2.
- 3.7. If the Client Engages a Candidate as a contractor, temporary worker or in any other capacity other than a permanent employee, the Fee shall be calculated at 500 times the Candidate's hourly pay rate as determined by Signify in accordance with the highest prevailing market rate. For the avoidance of doubt, any fully executed agreements between the Parties for the provision of contractor or temporary workers will supersede this clause.
- 3.8. Fees will be invoiced upon Candidate accepting Client's offer of employment in writing, or via email, and are payable within 14 days of the date of the invoice. In the event of late payment, Client shall incur interest at the rate of 8% per annum above the Bank of England base rate with interest accruing from the invoice due date until the date of payment.
- 3.9. All fees are subject to VAT, where applicable, which will be charged in addition to stated fees.
- 3.10. All fees are net of any local taxes, including withholding taxes. Where withholding taxes are due, the fees will be grossed up so that net payment received by Signify is equal to the amount due under clause 3.2.
- 3.11. Remuneration in any currency other than GBP will be calculated at the HMRC monthly exchange rate ([HMRC Exchange Rates](#)) applicable on the date of invoice.
- 3.12. Should the Client fail to notify Signify of an Engagement within five (5) business days from the Candidate's start date, or if the Client refuses to provide details of the Remuneration to Signify to enable Signify to calculate the Fee, then Signify at their discretion may charge a fee of 35% of Signify's reasonable estimate of the Remuneration or £20,000, whichever is the greater, which shall become immediately due and payable to Signify with no guarantee period.
- 3.13. Client shall not pass to any third party, any Candidate details without the prior written consent of Signify. If, with or without such consent, Client refers any Candidate to a third party, or refers a third party to any Candidate, within 12 months of the initial Introduction, then Signify at their discretion may charge a fee of 35% of Signify's reasonable estimate of the Remuneration or £20,000, whichever is the greater, which shall become immediately due and payable to Signify with no guarantee period from the date of such disclosure or referral.
- 3.14. If the Client makes a formal written or verbal offer to a Candidate which is subsequently withdrawn for any reason, the Client shall pay Signify for half (50%) of the anticipated Fee.

4. GUARANTEE

- 4.1. Signify provides a one-time 30-day guarantee on Candidates Engaged by the Client in permanent employment, beginning on the Engagement start date ("**Candidate Guarantee**"). If the Candidate resigns or Client terminates Candidate's employment, Signify will replace the Candidate at no additional charge to the Client. However, under no circumstances will Signify replace a Candidate, issue a refund or extend a Candidate Guarantee if any of the following occur:
 - 4.1.1. the cause of Candidate's resignation or employment termination is beyond Signify's control or unrelated to the Candidate's qualifications;
 - 4.1.2. such termination is a result of redundancy, re-organisation, project cancellation or similar, furloughing, pregnancy, injury or ill-health;
 - 4.1.3. such termination is a result of the Client's liquidation, bankruptcy, dissolution or amalgamation of the employer;
 - 4.1.4. such termination is by reason of a Candidate's race, sex, sexual orientation, religion or belief, any disability or age;

- 4.1.5. Candidate is discharged without cause or for an unlawful reason;
- 4.1.6. the replaced Candidate resigns or Client terminates their employment;
- 4.1.7. Client fails to notify Signify, in writing, of the reason for the employment termination or resignation, within seven (7) business days of the Candidate's last full working day;
- 4.1.8. Client fails to pay the entire Fee in accordance with clause 3 of this Agreement, within the agreed payment terms of clause 3.8;
- 4.1.9. Client fails to comply with this Agreement;
- 4.1.10. Client passes the Candidate details to a Third Party for Engagement without prior written consent from Signify; or
- 4.1.11. Client fails to inform Signify of an Engagement within five (5) business days from the Candidate's start date.

5. CLIENT OBLIGATIONS

- 5.1. Client shall provide Signify with all information necessary for Candidate to perform to Client's standards, including the role's responsibilities and tasks, job site location, start date, expected hours, benefits and pay, required experience, qualifications, training and certifications.
- 5.2. Client acknowledges and agrees that:
 - 5.2.1. The curriculum vitae and any other written information provided by Signify is taken in good faith from Candidate and any inaccuracies are not the responsibility of Signify; and
 - 5.2.2. Assessment of Candidate's suitability, references, work permits, medicals and other such matters relating to employment of the Candidate is the responsibility of the Client.
- 5.3. The Client warrants that there will be no health and safety risk to the Candidate in working for the Client and if there are any such risks, the Client agrees to notify Signify in writing of the nature of such risks and what steps have been taken to minimize such risks.

6. CONFIDENTIALITY

- 6.1. Signify, Client, and any agent acting on Client's behalf shall ensure mutual confidentiality of all information exchanged including without limitation business data, Candidate information, compensation or curriculum vitae.
- 6.2. Client shall not pass to any third party any Candidate details, such as but not limited to, compensation information, curriculum vitae data, background or experience, without prior written consent of Signify. If, with or without such consent, Client refers any Candidate to a third party, or refers a third party to any Candidate, within twelve (12) months of the initial Introduction, a fee will be due and payable in accordance with clause 3.13.

7. GENERAL

- 7.1. Save in respect of the authority given under this Agreement, Signify has no authority to act for Client, and, in particular, has no authority to enter into any contract with Candidate on behalf of Client.
- 7.2. Each party warrants and undertakes to the other that, in relation to this Agreement, it shall comply strictly with all requirements of the Data Protection Act 2018, UK GDPR and any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data.
- 7.3. Signify and the Client each agree to comply with all applicable provisions of the Data Protection Laws in sharing and processing of the Personal Data and agree and acknowledge that each is a controller (as defined by the Data Protection Laws) in respect of the Personal Data. The parties agree that they do not jointly determine the purpose and means of the processing of the Personal Data in the context of this Agreement and thus do not qualify as joint controllers (as defined by the Data Protection Laws).
- 7.4. The Client confirms, it has given its consent for the use of their company name and logo to be used by Signify for marketing purposes including but not limited to; feature on the Signify website, industry awards and any other relevant material that shows Signify in a positive light.

8. LIABILITIES AND ACKNOWLEDGMENT

- 8.1. Neither Signify nor any of its staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising in connection with any Introduction or Engagement and, in particular (but without limitation to the foregoing), any such loss, injury, damage, expense or delay arising in connection with:
 - 8.1.1. Failure of any Candidate to meet the requirements of Client for all or any of the purposes for which the Candidate is required by the Client;
 - 8.1.2. Any act or omission of any Candidate, whether willful, negligent, fraudulent, dishonest, reckless or otherwise;
 - 8.1.3. Any loss, injury, damage, expense or delay incurred or suffered by a Candidate, provided that nothing in this clause shall be construed as purporting to exclude or restrict Signify's liability to Client for personal injury or death resulting from Signify's own negligence nor any other exclusion or limitation which is prohibited by law.
- 8.2. Signify will use reasonable endeavours to introduce Candidates who meet Client's expectations; however, Signify makes no warranty as to the suitability or capability of a Candidate. Client acknowledges and agrees that Signify solely provides a referral service and that only the Client can adequately determine whether a Candidate is qualified or fit for an Engagement. Signify takes no responsibility for any liability resulting from an Engagement or for Candidate's acts or omissions.
- 8.3. Client acknowledges that in entering into this Agreement, it has not relied on any representations, warranties or other assurances by Signify or any of its staff other than those expressly set out in this Agreement, provided that nothing in this clause 8.3 shall operate to limit or exclude any liability for fraudulent misrepresentation between Signify and Client.
- 8.4. Subject to clause 8.1.3, neither party shall be liable to the other for any of the following:
 - 8.4.1. Any liability regarded as loss of present or future profits, loss of business, loss of contracts, loss of revenue, wasted expenditure, anticipated savings, goodwill or corruption of data or information;

- 8.4.2. Any indirect, special or consequential loss or damage whatsoever, even if that party was advised in advance of the possibility of such loss or damage.
- 8.5. Subject to 8.1.3, the entire liability of Signify under or in connection with this Agreement is limited, in aggregate, to the total Fees paid under this Agreement in a 12 month rolling period.
- 8.6. In the event any action or dispute arises to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to actual solicitor's fees and costs, regardless of whether or not proceedings are issued.
- 8.7. This Agreement is binding on the Parties and their successors, purchasers and assignees. Each Party's rights and obligations hereunder that by their nature survive the termination or expiration of this Agreement shall survive termination or expiration of this Agreement. This Agreement may be signed in counterparts. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, pre-existing negotiations, representations, promises and discussions, either written or oral, related to the subject matter herein. No amendment, variation or alteration of this Agreement is valid unless executed by an authorized representative of both Parties in writing.

9. LAWS

- 9.1. The laws of England and Wales govern this Agreement, and the English Courts will have exclusive jurisdiction.

The undersigned are authorised signatories of each Party to this Agreement, and their signature confirms their acceptance of the terms and conditions of this Agreement:

CLIENT SIGNATURE _____	SIGNIFY SIGNATURE _____
NAME: _____	NAME: _____
POSITION: _____	POSITION: _____
DATE: _____	DATE: _____