



PRO-LINK EUROPE LIMITED

Terms of Business for the Introduction of Permanent Staff

This is a contract between:

- (1) **Pro-Link Europe Limited** carrying on business as an employment agency ("the Employment Agency"); and
- (2) ***** ("the Client").

Scope of Agreement

1.1 The parties hereby agree that this Agreement will govern every engagement by the Client, or an associated company of the Client, of every applicant notified by the Employment Agency to the Client from time to time ("Applicant").

1.2 For the purpose of this Agreement, "Engagement" shall include every such fixed-term contract engagement, and shall include any use of an Applicant in the circumstances set out in clause 1.1, whether directly or indirectly (for example, where an Applicant provides services through a limited company) and whether full-time or part-time, and whether under a contract of service or for services, or under an agency, licensee, franchise, commission only, partnership agreement, or otherwise.

Acceptance and Authority to Act

2. These terms are deemed to be accepted by the Client in respect of each Applicant with effect from notification by the Employment Agency to the Client of the relevant Applicant. The Client authorises the Employment Agency to act on its behalf in seeking Applicants and, if the Client so requests, shall advertise for such Applicants through such methods as are agreed with the Client.

Standards Required

3.1 The Client agrees to provide to the Employment Agency sufficient information to enable the Employment Agency to assess the suitability of each relevant Applicant for each relevant Engagement. In this regard, the Client in particular agrees to provide the following information:

- (a) the identity of the person who it is proposed will engage the relevant Applicant (this must be notified in respect of every proposed Engagement, to ensure that the correct associated company of the Client is identified), and, if applicable, the nature of the person's business;
- (b) the date on which it is proposed that the Engagement should begin, and the duration, or likely duration, of the Engagement;
- (c) the position to be filled, including the type of work which the relevant Applicant would be required to do, the location at which and the hours during which he or she would be required to work;
- (d) any risks to health or safety relevant to the Engagement, and what steps have been taken by the Client to prevent or control such risks;
- (e) the experience, training, qualifications and any authorisation which are necessary (or which are required by law or by any professional body) for the relevant Applicant to possess in order to work in the position, and any expenses payable by or to the relevant Applicant;
- (f) the minimum rate of pay and any other benefits to be offered in respect of the relevant position, and the intervals at which they would be paid; and
- (g) where applicable, the length of notice which a successful Applicant would be required to give and entitled to receive, to end the Engagement.

The Client agrees to provide the above information in writing and in good time before the commencement of the Engagement.

3.2 Subject to clause 3.1, the Employment Agency shall take reasonably practicable steps to ensure that the Applicant is aware of all applicable requirements for the Engagement.

3.3 The Employment Agency shall make reasonable endeavours to ensure the suitability of the relevant Applicant for the Engagement. However, the Client must also satisfy itself as to the suitability of the relevant Applicant and shall be responsible for taking up and/or confirming any references (including the confirmation of any

professional or academic qualifications or any authorisation required by law) provided by the relevant Applicant and/or the Employment Agency before engaging such Applicant.

3.4 The Client shall be responsible for obtaining work and other permits, for the arrangement of any medical examinations and/or investigations into the medical history of any Applicant to satisfy any medical and other requirements or qualifications required by law.

Introduction Fee and Retained Assignment Fees: When Payable

4.1 Subject to clause 5 an introduction fee ("Introduction Fee") and retained assignment fee ("Retained Assignment") shall be payable by the Client to the Employment Agency in respect of any Engagement subsequent to notification by the Employment Agency to the Client (whether orally or otherwise) of the relevant Applicant.

4.2 The Client agrees to notify the Employment Agency in writing of the acceptance by the relevant Applicant of an Engagement together with details of the Applicant's gross remuneration (see 5.2 below), as soon as practicable following such acceptance.

4.3 The Introduction fee is payable within 14 days of the date of the relevant invoice from the Employment Agency to the Client. For the avoidance of doubt payment must be made by electronic funds transfer.

4.4 Retained Assignment fees, calculated in accordance with clause 5 below (Introduction Fee and Retained Assignment Fees: Method of Calculation) will be payable by the Client to the Employment Agency as follows:

- i. A retainer fee is payable immediately upon commencement of the Retained Assignment and is non refundable;
- ii. A shortlist fee is non refundable and payable upon presentation to the Client of a minimum of 3 Applicants ("Applicant Shortlist") who in the reasonable opinion of the Employment Agency are suitable for the relevant Engagement;
- iii. A completion fee, is payable on the day the Applicant enters an Engagement. If after acceptance of an offer of Engagement but prior to the Applicant commencing the Engagement, the Client decides for any reason not to proceed with the Engagement, the Client shall pay the completion fee.
- iv. In the event that the Client, retains the Employment Agency on a Retained Assignment, but subsequently cancels or alters the Retained Assignment at any time prior to submission of the Applicant Shortlist, the Client shall pay a proportion of the shortlist fee, calculated pro rata to the amount of work carried out on the Retained Assignment.
- v. In the event that the Client retains the Employment Agency on a Retained Assignment, but subsequently cancels or alters the Retained Assignment after submission of the Applicant Shortlist by the Employment Agency, the Client shall pay the completion Fee.

4.5 Advertising costs will be invoiced on the day of a confirmed booking and are non-refundable and payable immediately by the Client.

Introduction Fee and Retained Assignment Fees: Method of Calculation

5.1(a) The Introduction Fee shall be a percentage (as set out at clause 5.3 below) of the gross remuneration payable to the relevant Applicant following the start of the relevant Engagement, subject to a minimum fee of £2000 (plus VAT) "Gross remuneration" is defined in clause 5.2 below.

5.1(b) The Retained Assignment Fees shall be the percentages (as set out at clause 5.3 below) of the gross remuneration payable to the relevant Applicant following the start of the relevant Engagement, subject to a minimum combined fee ("Total Fee") of £8,000 (plus VAT). The fee is invoiced in 3 equal instalments, the retainer fee on the date



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of receipt of the Client's instruction to proceed with the assignment, the short list fee upon the submission to the Client of the shortlist of the Applicants or six weeks after the presentation of the initial invoice (whichever is sooner), and the completion fee, on formal acceptance by the Applicant of the Client's offer of employment. Where more than one appointment is made from the same supplementary shortlist, the shortlist fee and subsequent appointments will be invoiced at the same fee rate as the original appointment.

5.2 "Gross remuneration" shall mean the first year's equivalent annualised remuneration, including (without limitation) any bonuses/incentives, car allowances and any guaranteed payments to which the relevant Applicant may be entitled. (Any car provided to the relevant Applicant will be assessed as remuneration at the rate of £5,000 p.a. (plus VAT).) Where a placement is part-time the salary will be equated to the full time equivalent and the fee shall be levied on that salary.

5.3 For the purpose of clauses 5.1(a) and 5.1(b) above, the percentage(s) will be as follows:

Database Search & Selection Recruitment

6.1

- where the gross remuneration up to £29,999: **14%**
- where the gross remuneration is between £30,000 and £34,999: **16%**
- where the gross remuneration is between £35,000 and £79,999: **18%**
- where the gross remuneration is over £80,000: **25%**

Introduction Fee: Refunds

Subject to clause 6.2, if the relevant leaves the Client's employment (other than through redundancy constructive or unlawful dismissal) within 13 weeks of commencement of the relevant Engagement, a percentage of the Introduction fee shall be refunded to the client as follows:

- 50 % if the departure is less than 8 weeks following commencement of the relevant Engagement
- 25% if the departure is within 8 to 13 weeks of commencement of the relevant Engagement

6.2 No refund is payable in any circumstances, however, unless:

- the relevant departure is notified by the Client to the Employment Agency in writing within 7 days; and
- the Client has paid to the Employment Agency the Introduction Fee in full within 14 days of the date of relevant invoice.

6.3 Should the Client or any associated company of the Client subsequently engage the Applicant within the period of six calendar months from the relevant date of departure, a full Introduction Fee calculated in accordance with clause 5 above becomes payable, notwithstanding any previous fees paid to the Employment Agency. For the avoidance of doubt, there shall be no entitlement to a refund of any kind following such subsequent Engagement.

Liability

7.1 Subject to clause 7.3 below, the Employment Agency shall not be liable to the Client arising out of or in connection with this Agreement or in relation to the engagement or use of the Applicant or for (i) any loss of or damage to profit, revenue, savings, data, use, contract, goodwill or business or (ii) any indirect or consequential loss or damage, in each case howsoever caused or arising.

7.2 The term "howsoever caused or arising" when used in this clause 7 shall be construed widely to cover all causes and actions giving rise to liability, including but not limited to (i) whether arising by reason of any

misrepresentation (whether made prior to and/or in this Agreement), negligence, breach of statutory duty, other tort, breach of contract, restitution or otherwise and (ii) whether arising under any indemnity and (iii) whether caused by any total or partial failure or delay in supply of the services of the Applicant by the Employment Agency.

7.3 Nothing in this Agreement shall limit or exclude any party's liability for fraud or for death or personal injury caused by the negligence, or to the extent otherwise not permitted by law.

Indemnity

8. The Client shall indemnify and keep indemnified the Employment Agency against any costs, claims or liabilities incurred directly or indirectly by the Employment Agency arising out of any Engagement, including (without limitation) as a result of:

(a) any breach of this Agreement by the Client; and

(b) any breach by the Client or any associated company of the Client, or any of its or their employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity).

Entire Agreement/ Variation

9. This Agreement constitutes the entire and only legally binding agreement between the parties relating to the Engagement, and replaces any previous agreements or arrangements. No variation to these terms on behalf of the Employment Agency can be made otherwise than in writing signed by a director of the Employment Agency.

Waiver

10. Any failure by the Employment Agency to enforce at any particular time any one or more of the terms of this Agreement shall not be deemed a waiver of such rights or of the right to subsequently enforce the terms of this Agreement.

Headings

11. Headings contained in this Agreement are for reference purposes only and shall not affect the intended meanings of the clauses to which they relate.

Validity

12. If any provision, clause or part-clause of this Agreement is held to be invalid, void, illegal or otherwise unenforceable by judicial body, the remaining provisions of this Agreement shall remain in full force and effect to the extent permitted by law.

Force Majeure

13. The Employment Business shall have no liability for any delay or failure in performance of its obligations to the Client where this arises from matters outside its reasonable control.

Third Parties

14. No provision of this Agreement shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999 ("the Act"). This does not, however, affect any right or remedy of a third party that exists or is available independently of the Act.

Overdue Debts

15. The Employment Agency may charge interest on all overdue debts under this Agreement at the rate of 2% per month.

Governing Law

16. This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.



PRO-LINK EUROPE LIMITED

Terms of Business For the Introduction and Supply of Temporary Workers

This is a contract between:

- (1) **Pro-Link Europe Limited** carrying on business as an employment agency ("the Employment Agency"); and
- (2) *****, trading as ***** ("the Client").

The parties hereby agree to the introduction and supply by the Employment Business to the Client of the temporary worker named in the Engagement Letter ("the Temporary Worker") to provide the services identified in the Engagement Letter ("the Services"), on the following terms (together, "the Assignment").

Acceptance and Commencement of Assignment

1.1 This Agreement is accepted by the Client with effect from the notification to the Client by the Employment Business of the name of the Temporary Worker.

1.2 Subject to clause 4.6 below, the Assignment shall commence at the start of the first day on which the Temporary Worker provides the Services to the Client.

Charges

2.1 The Client agrees to pay the hourly charge, plus VAT, in respect of each hour worked by the Temporary Worker, as advised by the Employment Business to the Client prior to the Assignment. Details of the hourly charge are confirmed in the Engagement Letter but also include the Employment Business' commission calculated as a percentage of the Temporary Worker's hourly rate and employer's National Insurance contributions. For the avoidance of doubt the Employment Business reserves the right to increase the hourly charge subject to statutory requirements.

2.2 In addition to the hourly charge, travelling, hotel, or other expenses may be agreed from time to time between the Employment Business and the Client. Such expenses shall be itemised on the relevant invoice and charged, with VAT, to the Client.

2.3 Invoices, accompanied by copies of any available supporting Temporary Worker timesheet(s), will be sent to the Client on a weekly basis. Invoiced charges are payable by the Client direct to the Employment Business immediately on receipt by the Client of the relevant invoice. Payment by the Client shall constitute acceptance of the level of the charges and the accuracy of any accompanying copy timesheet(s). For the avoidance of doubt payment must be made by electronic funds transfer.

Responsibility for Income Tax and National Insurance

3. The Employment Business is responsible for the payment of a Temporary Worker's remuneration in respect of the Services and shall deduct all applicable taxes (including any national insurance contributions) required by law.

Placement Fee

4.1 Subject to clause 4.4, a placement fee shall be payable by the Client to the Employment Business if the Client:

4.1.1 makes use of the services of the Temporary Worker (other than pursuant to this Agreement); or

4.1.2 introduces the Temporary Worker to any other person (including but not limited to any subsidiary or associated company of the Client), subsequent to which the Temporary Worker's services are used by that person or a person associated with that person (other than pursuant to this Agreement, or an equivalent agreement between the Employment Business and that person), in each case within:

- (a) the later period of (i) eight weeks following the termination of the Assignment, or (ii) fourteen weeks following the commencement of the Assignment (as defined in clause 4.6); or
- (b) (where appropriate) the period of 26 weeks following the notification of the name of the Temporary Worker by the Employment Business to the Client but prior to the commencement of the Assignment.

The placement fee shall be calculated in accordance with clause 4.2 below and shall be payable within 14 days from the date of invoice.

4.2 The Placement Fee shall be a percentage (as set out at clause 4.3 below) of the gross remuneration payable to the Temporary Worker in respect of the provision of his or her services in the circumstances contemplated by clause 4.1 above, subject to a minimum of £2,000 (plus VAT). "Gross remuneration" shall mean: either the first year's equivalent annualised remuneration, including (without limitation) any bonuses/incentives, car allowances and any guaranteed payments to which the Temporary Worker may be entitled. (Any car provided to the Temporary Worker will be assessed as remuneration at the rate of £5,000 p.a. (plus VAT)), where a placement is part-time the salary will be equated to the full-time equivalent and the fee shall be levied on that salary, or where the amount of the gross remuneration is not readily ascertainable by using the method set out above, it will be calculated as a multiple of 1800 times the hourly charge (plus VAT, where applicable) at which the Temporary Worker was last supplied to the Client by the Employment Business.

4.3 For the purpose of clause 4.2 above, the percentage will be as follows:

- where the gross remuneration up to £29,999: **14%**
- where the gross remuneration is between £30,000 and £34,999: **16%**
- where the gross remuneration is between £35,000 and £79,999: **18%**
- where the gross remuneration is over £80,000: **25%**

VAT will be charged in addition to the fee.

4.4 It is agreed that clause 4.1 shall not apply where either:

- (a) following receipt by the Employment Business of prior written notice by the Client to the Employment Business pursuant to this clause 4.4, the Client makes use of the services of the Temporary Worker on the terms set out in this Agreement for a minimum of 26 continuous weeks from the date of such notice; or
- (b) following receipt of the notice as set out in 4.4(a) above, the Employment Business does not supply the Temporary Worker to the Client on the terms set out in this Agreement for a minimum of 26 continuous weeks from the date of such notice (unless the Employment Business is no way at fault for such failure of supply).

For the avoidance of doubt, this clause 4.4 shall be of no effect in relation to an engagement of the Temporary Worker in the circumstances set out under clause 4.1.2.

4.5 There shall be no refund of the Placement Fee if the engagement pursuant to clause 4.1 is subsequently terminated, for whatever reason.

4.6 For the purpose of clause 4.1(a) only, the term "within fourteen weeks following the commencement of the Assignment" shall be defined by reference to Regulation 10(5) and (6) of The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

4.7 Where the limited company named in the Engagement Letter and the Temporary Worker have given notice under regulation 32(9) of the



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Conduct of Employment Agencies and Employment Businesses Regulations 2003 that the regulations do not apply, it is hereby acknowledged that clauses 4.1.2 (a), 4.1.2 (b), 4.4 and 4.6 do not apply.

Standards Required

5. The Client agrees to provide to the Employment Business sufficient information to enable the Employment Business to confirm the suitability of the Temporary Worker for the Assignment. In this regard, the Client agrees to provide at least the following information:

- (a) the duration, or likely duration, of the Assignment;
- (b) the nature of the business and the position, the type of work the Temporary Worker would be required to do, the location at which and the hours during which he or she would be required to work;
- (c) any risks to health or safety relevant to the Assignment and known to the Client, and what steps the Client has taken to prevent or control such risks and by instructing the Employment Business to provide the Temporary Worker, the Client confirms that it has carried out a thorough risk assessment of the place(s) of work relating to the Assignment unless it has otherwise notified the Employment Business; and
- (d) the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional body, for the Temporary Worker to possess in order to work in the position, and any expenses payable by or to the Temporary Worker.

The Client agrees to notify the Employment Business of the above information:

- (a) in good time before the commencement of the Assignment; and
- (b) without delay during the Assignment, where appropriate (for example, in the light of a change of circumstances).

Subject to confirmation from the Client to the Employment Business of all the information referred to in this clause 5, the Employment Business shall take reasonably practicable steps to ensure that the Temporary Worker is aware of all applicable requirements for the Assignment including any changes thereto.

Liability

6.1 The Employment Business undertakes to make all reasonable efforts to ensure reasonable standards of skill and experience from the Temporary Worker but no liability is accepted by the Employment Business for any claim arising from failure to provide a Temporary Worker for all or part of an Assignment or from any loss or damage attributable to negligence, dishonesty, misconduct or lack of skill, experience, training qualifications, or authorisations of the Temporary Worker or attributable to any failure by the Client to provide information in accordance with clause 5 above.

6.2 Notwithstanding any other provision of this Agreement, but subject to clause 6.4 below, the Employment Business shall not be liable to the Client arising out of or in connection with this Agreement and/or the provision of (or any delay in providing or failure to provide) the services of the Temporary Worker by the Employment Business or for (i) any loss of or damage to profit, revenue, savings, data, use, contract, goodwill or business or (ii) any indirect or consequential loss or damage, in each case howsoever caused or arising.

6.3 The term "howsoever caused or arising" when used in this clause 6 shall be construed widely to cover all causes and actions giving rise to liability, including but not limited to (i) whether arising by reason of any misrepresentation (whether made prior to and/or in this Agreement), negligence, breach of statutory duty, other tort, breach of contract, restitution or otherwise and (ii) whether arising under any indemnity and (iii) whether caused by any total or partial failure or delay in supply of the services of the Temporary Worker by the Employment Business.

6.4 Nothing in this Agreement shall limit or exclude any party's liability for fraud or for death or personal injury caused by the negligence, or to the extent otherwise not permitted by law.

Replacement Temporary Worker

7. The Client may, on reasonable grounds, terminate the Assignment provided that:

(a) the Client shall first give prior notice to the Employment Business of such termination; and

(b) the Employment Business shall have the right to replace a Temporary Worker with another individual to provide the Services. Any replacement Temporary Worker supplied pursuant to this clause shall be deemed to be supplied under the same terms as governed the original Temporary Worker under this Agreement.

Unsatisfactory Standards Procedure

8.1 If the Services provided through the Temporary Worker are established by the parties to be unsatisfactory, the Employment Business shall reduce or cancel the hourly charge provided that notification by the Client to the Employment Business (confirmed in writing within five days) is received:

- (a) within four hours of the Temporary Worker commencing the Assignment, unless
- (b) the Assignment is for seven hours or less, in which case within two hours of the Temporary Worker commencing the Assignment.

8.2 In the circumstances set out in clause 8.1 above, the Employment Business shall have the right to replace a Temporary Worker with another individual to provide the Services.

Responsibility

9.1 The Temporary Worker has been engaged by the Employment Business under a contract for services. The Temporary Worker is deemed to be under the supervision, direction and control of the Client from the time he/she reports to take up duties and for the duration of the Assignment.

9.2 The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise, as though the Temporary Worker was an employee of the Client. The Client will also comply in all respects in relation to the Temporary Worker with all statutes (including, for the avoidance of doubt, the Working Time Regulations 1998), by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in clause 3 above) or to which it would be subject if the Temporary Worker were an employee of the Client. This includes in particular the provision of adequate employer's and public liability insurance cover for the Temporary Worker during the Assignment, and full compliance with all applicable health and safety obligations. The Client shall not bring, or seek to bring, any claim (including any claimed right of set-off) against the Employment Business in respect of any matter for which it agrees to assume liability in this clause 9.2.

9.3 The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying without delay any relevant information about the Assignment requested by the Employment Business. The Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. In particular, where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.

9.4 The Client will inform the Employment Business when certification held by the Temporary Worker or new certification arranged by the Client for the Temporary Worker is used outside of the original assignment requirements. Without this notice the Employment Business will not be responsible for the validity or consequences related to the certification.

Confidentiality

10. All secret or other confidential information relating to the business of the Client, its employees, transactions or finances disclosed by the Client to the Employment Business in confidence shall not otherwise than in connection with the affairs of the Client be passed on to a third



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party by the Employment Business or in any way improperly used by the Employment Business at any time during or after the termination of this Assignment.

Indemnity

11. The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred directly or indirectly by the Employment Business arising out of or in connection with any Assignment including (without limitation) as a result of:

- (a) any breach of this Agreement by the Client; and
- (b) any breach by the Client or any associated company of the Client, or any of its or their employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity); and
- (c) any matter in respect of which the Client has agreed to take responsibility in clause 9.2 above.

Entire Agreement/ Variation

12. This Agreement, together with the details provided in the Engagement Letter, constitutes the entire and only legally binding agreement between the parties relating to the Assignment, and replaces any previous agreements or arrangements. No variation to these terms on behalf of the Employment Business can be made otherwise than in writing signed by a director of the Employment Business.

Waiver

13. Any failure by the Employment Business to enforce at any particular time any one or more of the terms of this Agreement shall not be deemed a waiver of such rights or of the right to subsequently enforce the terms of this Agreement.

Headings

14. Headings contained in this Agreement are for reference purposes only and shall not affect the intended meanings of the clauses to which they relate.

Validity

15. If any provision, clause or part-clause of this Agreement is held to be invalid, void, illegal or otherwise unenforceable by judicial body, the remaining provisions of this Agreement shall remain in full force and effect to the extent permitted by law.

Force Majeure

16. The Employment Business shall have no liability for any delay or failure in performance of its obligations to the Client where this arises from matters outside its reasonable control.

Third Parties

17. No provision of this Agreement shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999 ("the Act"). This does not, however, affect any right or remedy of a third party that exists or is available independently of the Act.

No Employment

18. Nothing in this Agreement shall give rise to an employment relationship between the Temporary Worker and either the Employment Business or the Client.

Overdue Debts

19. The Employment Business may charge interest on all overdue debts under this Agreement at the rate of 2% per month.

Governing Law

20. This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.