CLIENT PERMANENT TERMS OF BUSINESS

We are Edustaff West Midlands (throughout “we”, “us”, “our” and “ours”) of 8th Floor, The Charters, 102 New Street, Birmingham B2 4HQ, including, for the purposes of this agreement, our branch offices and our subsidiary companies (as defined by s.1159 Companies Act 2006) or our associated bodies corporate (as defined by s.256 Companies Act 2006).

You are a Client or potential Client of ours and are the recipient of these Terms of Business (throughout “you”, “your” and “yours”) including, for the purposes of this agreement, an Associate.

Introduction and acceptance

We provide a range of first class services for the introduction of candidates to employers. The terms in this document set out the arrangements and fees for our service, together with the information that we are obliged to collect from you for the benefit of our candidates. Once you have received this document, comprising this page and the pages that follow, any act by you of accepting or requesting services from us, or using in any way information from us relating to a Candidate, is deemed to be and shall constitute your acceptance of these Terms of Business. Upon such acceptance, and in consideration of the mutual benefits set out herein, these terms apply.

Fee Scale

Our fee, calculated subject to these terms and conditions, is 15% of the annual salary or a minimum of £2000 whichever the greater.

<table>
<thead>
<tr>
<th>Rebate Scale</th>
<th>Week in which employment ends</th>
<th>Proportion of Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) 80%</td>
<td>1-2</td>
<td>this means that if employment ends during the first two weeks 80% will be rebated</td>
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<tr>
<td>(b) 50%</td>
<td>3-6</td>
<td>this means that if employment ends during weeks 3-6 50% will be rebated</td>
</tr>
<tr>
<td>(c) 25%</td>
<td>7-12</td>
<td>this means that if employment ends during weeks 7-12 25% will be rebated</td>
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SECTION 1 - TERMS & CONDITIONS

1. These Terms of Business, which are subject to the definitions in Section 2, apply to all dealings between you and us relating to Introductions (not the supply) of Candidates by us to you or any other services referred to herein. We operate as an Employment Agency (as referred to in the Regulations).

2. We agree to use our reasonable endeavours to locate Candidates for you in accordance with your Requirements, to make Introductions, to arrange Assignments, and to provide any agreed Additional Services.

3. You agree to accept our Candidate introduction services and you acknowledge and agree the following:

   (a) the Regulations require us to provide specific information to each Candidate in relation to any Requirement; accordingly to enable us to comply with our obligations you must

   (i) upon issuing a Requirement or as soon as possible thereafter provide the Information to us together with answers to any additional questions that we may raise, and

   (ii) prior to an Assignment notify us of any additional information that may affect the information already provided or which may be relevant to the decision of a Candidate to accept work proposed in the Requirement

   (b) to ensure that all information provided under clause 3(a) is full and accurate

   (c) in order to achieve a satisfactory outcome, to check that the Candidate is suitable for your purposes and that you are satisfied with the information and confirmations we have provided to you, regardless of our statutory obligations, and you agree in particular

   (i) regardless of references or information that we provide, to take up your own references for the Candidate and verify the curriculum vitae supplied

   (ii) to ensure that the Candidate has any necessary permit or authority to work for you and comply with asylum and immigration requirements relevant to an employer

   (iii) to explain your requirements to the Candidate promptly on commencement if you have not already done so

   (d) by reason of your acceptance of clauses 3(a) to (c) we shall not be liable for any loss or damage arising out of any representation made by us in good faith that may have induced you to accept an Assignment, or for any breach of contract, negligence or tort of the Candidate

   (e) to keep us promptly informed of your intentions in relation to an Engagement of a Candidate throughout an Assignment and/or the Fee Period and any increase within the first 12 months after commencement of the Candidate’s Engagement together with details of the increased Remuneration. Note - we are entitled to our Fee for an Introduction regardless of the role or tasks to be performed or undertaken by the Candidate

   (f) if you have previous knowledge of a Candidate prior to a first Introduction by us you must notify us in writing within 3 business days of the Introduction together with supporting documentary evidence. In the absence of such notification an Engagement by you shall be deemed to have resulted from and effectively be caused by our Introduction and you waive the right to rely on such previous knowledge as a reason for non-payment of any Fee and our entitlement to a Fee shall not be affected by any fee you pay to any third party relating to the same Candidate; it is your sole responsibility for checking whether a Candidate has previously been introduced by another party

   (g) if you are using any Social Media for the purposes of recruitment of persons to fill positions that you have asked us to fill as a
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(e) except in the case of an Offer, we shall issue an invoice to you for the relevant Fee under each Engagement upon, or as soon as is appropriate after, the commencement of the Engagement, or at any intervals agreed for in the Engagement, or, at the time agreed in respect of Additional Services, as the case may be, but any delay in issue shall not affect our entitlement to payment in any event.
(f) where an Assignment is a temporary direct hire of a Candidate for a fixed period of less than one year, we will report our sole discretion and our Sole discretion accept that for the purposes of our Fee Remuneration shall be calculated as the actual amount agreed to be paid for the fixed period, provided that:
(i) you have first notified us in writing prior to the commencement of the Assignment of the term of the fixed period and the full amount payable for that period, and
(ii) prior to the commencement of the Assignment we have accepted in writing that the Remuneration will be calculated only on the basis of the fixed period.
(g) the percentage applicable under the Fee Scale shall be that relating to the Remuneration as if it were annualised, and
(iv) you pay the Fee based on the concession within 7 days of the date of our invoice.

5. It is also agreed that
(a) for the avoidance of doubt, at all times we are acting as an Employment Agency, unless otherwise stated 4(iii) or you re-engage the Candidate within 12 months of the beginning of the Assignment, and you undertake to notify us if either of those events occur within 7 days of the occurrence
(b) wherever there is an Increase we shall be entitled to raise a further invoice for our Fee reflecting the Increase.

6. It is also agreed that
(a) for the avoidance of doubt, during period (a) of the Fee Period there is no implied term that an Introduction be the effective cause of an Engagement and our entitlement to Fees and the clauses related thereto, subject to any terms of our service.
(b) all fees are subject to value added tax which will be charged in addition and, for the purpose of calculating our Fee, Remuneration in foreign currency will be calculated at the Bank of England Sterling exchange rate applicable on the date of our invoice.
(c) for the avoidance of doubt the creation of an Assignment is not a variation to these Terms of Business, and where times are referred to herein such times are of the essence.
(d) you acknowledge any information comprising an Introduction confidential and not use it for any purpose other than that disclosed by you to us at the time the information was requested
(e) neither party (“the first party”) shall, for the duration of this agreement, directly or indirectly solicit or entice into their employment any person employed by the other party (“the second party”) with whom the first party has had any dealings arising from this agreement, without the second party’s prior written consent
(f) you shall at all times comply with all applicable laws and regulations whether in relation to us or the Candidate.

6. It is also agreed that
(a) whether or otherwise and confirmed in writing signed by a director of ours; any terms provided by us to you and included within any request for services shall not authorise us to expressly agree the same in writing signed by a director of ours and no other action by us shall imply acceptance by us of any such terms; no notice of termination by either party shall have any effect other than to end the provision of our services
(b) you may not seek to assign this agreement to any other party without our express authority to so do, but we may assign the agreement upon giving notice to you
(c) the laws of England and Wales govern this agreement and the English Courts shall have sole jurisdiction.

SECTION 2 - DEFINITIONS AND MEANINGS

Additional Fee - a fee agreed between you and us for an Additional Service, and any Expenses.

Additional Service - an additional specific service we provide to you, following a request from you, which may be ancillary to or as part of our service as an Employment Agency or which may relate to other business.
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Candidate - any person, whether employed or self employed, and/or a limited company through which a person is offering services, or a supplier company, in respect of whose skills or services, information is provided to you by us

End User - any third party to whom you provide information concerning a Candidate following an Introduction and for whose benefit the Candidate provides any services, and any associate (as defined by s.435 Insolvency Act 1986) of that third party

Engagement - any engagement or employment of any description (including as defined by s.13(1)(a) of the Employment Agencies Act 1973) under an Assignment or otherwise, whether direct or indirect, under which a Candidate is due to provide any services for the benefit of you or to an End User including, but not limited in meaning to, an engagement or employment which is temporary or permanent in nature or through the intermediary of a limited company or by contract through a third party, and an Offer, and “Engage”, and “Engaged” shall have corresponding meaning

Expenses - any agreed expenses to be paid by you

Increase - any increase in Remuneration, whether or not due to increased hours, within 12 months of commencement of an Engagement

Information - sufficient and accurate information to enable us to seek a Candidate including the role or position to be filled and date for commencement: nature of the work and/or position required; working conditions and location; proposed salary and/or other payment terms; any issues relating to health and safety and steps taken by you to prevent or control risk or information which may affect a decision to accept a Candidate; experience or qualifications required for the Candidate; details of any requirements of law or professional bodies and confirmation that you have all necessary licences and consents

Introduction - the provision of information by us or by a Candidate, whether or not such information includes the Candidate’s name, that enables you to identify a Candidate or relating to a Candidate, already identified, including all negotiations between you and us relating to a Candidate and “Introduce” shall have corresponding meaning

Offer - an offer to Engage a Candidate communicated either by you, or us at your request, and which is accepted by the Candidate unless, prior to commencement of a contract relating to the Offer, you withdraw the Offer for the reason that you have since come into possession of information which you have provided to us that the Candidate is wholly unsuitable for the position offered by you

Opt Out Notice - a notice of agreement between a person and a company through which that person is supplied that Regulation 32(1)-8 of the Regulations does not apply

Payment Terms - under an Assignment or for any other Additional Service you shall pay the Fee within 14 days of the date of our invoice and that in all other cases you shall pay the Fee within 14 days of commencement of the Engagement, the sum due in respect of the Fee being a debt due to us, whether or not we have submitted an invoice. If payment is late you shall pay interest on any overdue sum calculated at the rate of 4% per month

Regulations - the Conduct of Employment Agencies and Employment Businesses Regulations 2003

Remuneration - the total proposed or projected sum (whichever is higher) payable by you or an End User for the benefit of the services of a Candidate under an Engagement calculated in accordance with clause 4(d) together with the value attributable by HM Revenue and Customs, or for the avoidance of doubt, would be attributed by HM Revenue and Customs were the benefit subject to tax in the UK, of all taxable benefits provided under the Engagement, such value in respect of any motor vehicle being not less than £5,000

Requirement - a request from you in any form for an Introduction or other service

Social Media - any electronic means of processing, viewing, obtaining or exchanging information or communications about work seekers through the use of the internet or web based technologies/applications or any telephonic (mobile or otherwise) messaging system, but excluding electronic email programs

Special Terms - specific terms, whether or not referred to as a Specific Additional Agreement (SAA), relevant to a stated Requirement, agreed with you and set out in a Requirement confirmation or an Assignment confirmation and which vary terms applicable only to that Requirement

Terms of Business - the terms herein, which comprise our agreement with you

Fees definitions

Fee -

(a) the fee you are obliged to pay us in the event of an Engagement, not being a supply by us under different terms relating to the supply of temporary workers or contractors – this is dependent on the type of Engagement as follows:

(i) for the permanent hire of a Candidate, namely one that is not agreed by us prior to commencement of the Engagement to be a temporary direct hire of a Candidate, our fee will be calculated in accordance with the Fee Scale, save and to the extent that any other scale or terms are stated or agreed by us to apply

(ii) for the temporary direct hire of a Candidate other than for a fixed period of less than one year in respect of which we have agreed a concession in accordance with clause 4(f) being one negotiated and agreed with us our fee is an amount based on 15% of the weekly or monthly sum that you pay to the Candidate for the period of the hire

(iii) for an Engagement in any other circumstances, a fee as if the hire were permanent and the Client shall not be entitled to any pro rata reduction for periods of hire of less than 1 year

(b) in any event any Additional Fee

Fee Period - any time

(a) during the later of 12 months after

(i) an Introduction relating to the Candidate concerned, or

(ii) the last Assignment of the Candidate concerned, or

(b) after an Introduction where the Introduction was the effective cause of the Engagement

Rebate - the proportion of the Fee (but not the Additional Fee) we will rebate in accordance with the Rebate Scale if all of the Rebate Conditions apply and your employment of a Candidate ends within 10 weeks of commencement of the employment (“Timescale”)

Rebate Conditions -

(a) the arrangement is an Assignment under which the Candidate is employed by you under a contract of service on a basis intended to be permanent, and

(b) the Candidate has not previously been Engaged by you, and

(c) the employment ends within the Timescale by reason of the fact that the Candidate is wholly unsuitable for the position offered by you and accepted by the Candidate, and

(d) you have provided us with full and correct information as to the position sought to be filled in accordance with clause 3(a) in relation to the Candidate, and the position is as described, and

(e) you have first paid the relevant Fee no later than 7 days after the earlier of date of commencement of the employment or the date of our invoice, and

(f) you have notified us in writing of the fact, and date, of termination no later than 3 working days after the earlier of the date of notice of termination given by either party or the date the employment ends, and

(g) you have in good faith allowed us to Introduce a suitable replacement Candidate for the same position and we have not, within 28 days of your notification to us under (f), been able to make such Introduction which leads to an Engagement.