

## TERMS OF BUSINESS

### RECRUITMENT PROCESS OUTSOURCING AND PROJECT SOLUTIONS

NP GROUP agrees to provide and the Client agrees to engage the services of NP GROUP acting as an employment agency as defined by section 13(2) of the Employment Agencies Act 1973 (as amended), on the terms and conditions set out herein.

#### 1. DEFINITIONS

1.1 In these Terms the following definitions apply:

- “Candidate”** means a person Introduced by NP GROUP to the Client for an Engagement. Where the person Introduced is a limited company, the term “Candidate” shall include any officer, employee or other representative of the Candidate. For the avoidance of doubt, the term “Candidate” shall also include any employee of NP GROUP with whom the Client has dealt during the course of the provision of services by NP GROUP to the Client.
- “Client”** means the person, firm or corporate body (together with any subsidiary or associated company as defined by the applicable Companies Act legislation) to which a Candidate is Introduced.
- “Engagement”** means the engagement (including the Candidate’s acceptance of the Client’s offer), employment or use of the Candidate by the Client or any third party on a permanent or fixed term basis, whether (i) under a contract of service or for services; (ii) under an agency, licence, franchise or partnership agreement; or (iii) any other engagement, directly or through a limited company of which the Candidate is an officer, employee or representative, and shall include any renewal or extension (whether on the same or different terms) which commences within six (6) months of (i) the Termination Date or (ii) where there has been no Engagement the Introduction of a Candidate, and “Engages” or “Engaged” shall be construed accordingly.
- “Set-up Fee”** means NP GROUP’s fee covering the implementation of the provision of a service which is payable by the Client to NP GROUP and calculated as set out in the Schedule to these Terms (and references to these Terms shall include the Schedule).
- “Service Fee”** means NP GROUP’s fee for the provision of its services which is payable by the Client to NP GROUP and calculated as set out in the Schedule to these Terms (and references to these Terms shall include the Schedule).
- “Placement Fee”** means NP GROUP’s fee for the provision of candidates which is payable by the Client to NP GROUP and calculated as set out in the Schedule to these Terms (and references to these Terms shall include the Schedule).
- “Introduction”** means the passing to the Client by whatever means of a curriculum vitae or information which identifies a Candidate; and “Introduces” and “Introduced” shall be construed accordingly.
- “NP GROUP”** means Networking People (UK) Limited a company incorporated in England & Wales (registration number 03535327) of 2 Old Street Yard, London, EC1Y 8AF.
- “Remuneration”** means the gross taxable emoluments payable to or receivable by the Candidate as a result of the Engagement and includes 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) emoluments payable to or receivable by the Candidate as a result of an Engagement. Where a company car is provided, a notional amount of GBP 5,000 will be added to the salary in order to calculate NP GROUP's fee.

- “Termination Date”** means the date on which a Candidate ceasing working or would have ceased working for the Client following an Engagement but for any period of garden leave or payment in lieu of notice, whichever date is the later.
- “Third Party”** means any person, firm or company who is not the Client and includes but is not limited to subsidiary and associated companies of the Client (as defined by s.1159 of the Companies Act 2006 and s.416 of the Income and Corporation Taxes Act 1988 respectively).
- “Third Party Introduction”** means the passing to a Third Party by the Client (or by anyone acting at the Client's direction or by any employee, director or officer of the Client), by whatever means, of any information which has been supplied to the Client by NP GROUP and which identifies a Candidate.
- “Data Controller”** means (i) "data controller" in the Data Protection Act 1998 in respect of processing undertaken on or before 24 May 2018; and (ii) "controller" in accordance with the General Data Protection Regulation (EU) 2016/679 in respect of processing undertaken on or after 25 May 2018;
- “Data Protection Legislation”** means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation, (a) the General Data Protection Regulation (EU) 2016/679; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy resulting from the United Kingdom leaving the European Union;
- “Personal Data”** means as set out in, and will be interpreted in accordance with Data Protection Legislation;
- “Personal Data Breach”** means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Candidate and, where applicable, to any Representative;
- “Process”** means as set out in, and will be interpreted in accordance with Data Protection Legislation and “Processed” and “Processing” will be construed accordingly

- 1.2 Unless the context requires otherwise, references to the singular include the plural.
- 1.3 The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.
- 1.4 Any reference to legislation, statute, act or regulation shall include any revisions, re-enactments or amendments that may be made from time to time.

## 2. THE CONTRACT

- 2.1 These Terms constitute the contract between NP GROUP and the Client and are accepted by the Client upon signature and return of the Terms by the Client to NP GROUP. In the event that Client fails to sign and return the Terms, these Terms are

deemed to be accepted by the Client upon the Client's continuing instructions (by whatever means) to NP GROUP following the Client's receipt of these Terms including but not limited to the earlier of (i) the Client's request that NP GROUP introduces Candidates; (ii) the Introduction of a Candidate; (iii) the Client's interview of a Candidate (whether in person or by telephone or otherwise); the Client's continuing instructions (by whatever means) in relation to a Candidate; or (iv) any contact between the Client and a Candidate; or (v) the Engagement of a Candidate; or (vi) a Third Party Introduction. For the avoidance of doubt, these Terms apply whether or not the Candidate is engaged by the Client for the same type of work as that for which the Introduction was originally effected.

- 2.2 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of NP GROUP, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.3 No variation or alteration to these Terms (including the Statement of Work) shall be valid unless agreed in writing between NP GROUP and the Client.

### **3. OBLIGATIONS OF THE CLIENT**

- 3.1 The Client agrees:
  - 3.1.1 To notify NP GROUP within two (2) days that NP GROUP has introduced a Candidate which has already been introduced to the Client by another person, firm or company in relation to the same position and if no such notification is given by the Client and there is an Engagement, NP GROUP is entitled to charge the Client its Fee;
  - 3.1.2 To notify NP GROUP immediately of any offer of an Engagement made to a Candidate;
  - 3.1.3 To notify NP GROUP immediately if an offer of an Engagement made to a Candidate has been accepted and to provide full details of the Remuneration or such other documentation or information relating to the offer or the Engagement as NP GROUP shall request, to NP GROUP;
  - 3.1.4 To notify NP GROUP immediately of any withdrawal of an offer of Engagement by the Client or withdrawal of acceptance by the Candidate;
  - 3.1.5 To provide NP GROUP a list of its existing employees, licensees, franchisees and partners (whether individual or corporate), within seven (7) days of request in writing by NP GROUP; and
  - 3.1.6 To pay NP GROUP's Fee and any pre-agreed expenses (without set-off or deduction) within thirty (30) days of the date of NP GROUP's invoice.

### **4. INVOICING AND EXPENSES**

- 4.1 The Fee is payable by the Client within thirty (30) days of the date of NP GROUP's invoice.
- 4.2 NP GROUP will render an electronic invoice to the Client for the Fee and any pre-agreed expenses on acceptance of the Engagement or otherwise in accordance with clause 6 below or as set out in the Schedule. VAT at the prevailing rate and/or applicable taxes will be charged on the Fee.
- 4.3 The Client shall also be liable to pay agreed expenses of NP GROUP. Such charges incurred by NP GROUP at the Client's request will be invoiced to the Client in addition to any Fee due and will be payable whether or not there is an Engagement.
- 4.4 Where the Client requires a Purchase Order to invoice the placement, retainer or staged Invoice, the Client will provide NP GROUP with the required Purchase Order within seven (7) days of acceptance of the Engagement of services or stage of invoicing. If the Purchase Order is not available within seven (7) days of acceptance of the Engagement or stage of invoicing, the Client agrees to pay the invoice without the Purchase Order number.
- 4.5 All invoices will be deemed to be accepted in full by the Client unless the Client notifies NP GROUP in writing within five (5)

days of the date of the invoice of the amount that the Client disputes and the reason the Client disputes that amount. In the event that the Client notifies NP GROUP that it wishes to dispute part of an invoice, the Client shall pay the undisputed part of the invoice within the agreed payment terms and shall co-operate fully with NP GROUP to resolve the dispute as quickly as possible.

- 4.6 When the service provided is a campaign,
  - 4.6.1 the set-up fee will be invoiced prior to the contract's start date;
  - 4.6.2 the placement fee will be invoiced on or around the candidate's start date.
- 4.7 When the service provided is a RPO service,
  - 4.7.1 the service fee will be invoiced in advance of the period to which the services relate.
  - 4.7.2 if the contract stipulates that the client will be charged for placement fees on candidate's offer acceptance, this placement fee will be invoiced on or around the acceptance of the candidate's offer.
  - 4.7.3 if the contract stipulates that the client will be charged for placement fee on candidate's start date, this placement fee will be invoiced on or around the start date of the candidate.
  - 4.7.4 The client will receive the invoice in the currency agreed in the SoW. If the client hasn't stipulated any currency, then the currency will be GBP by default.
- 4.8 NP GROUP reserves the right to charge interest on invoiced amounts unpaid for more than fourteen (14) days from the due date of NP GROUP's invoice at a compound rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment; in the alternative and in its absolute discretion, NP GROUP may instead seek payment of interest pursuant to the terms (then prevailing) of the Late Payment of Commercial Debts (Interest) Act 1998.

## 5. REPLACEMENT CANDIDATE AND REBATES

- 5.1 Should an Engagement terminate before the expiry of ten (10) weeks from the commencement of the Engagement (except where the Engagement is for a fixed term or the Applicant is made redundant, or resigns due to ill health, or is dismissed by reason of misconduct) NP GROUP will provide the Client with a free replacement against the original specification.
- 5.2 If subsequent to the Client receiving a free replacement the Candidate is re-Engaged within a period of twelve (12) calendar months from the date of termination then the placement fee shall be paid to NP GROUP.

## 6. TERMINATION

- 6.1 If the service provided by NP GROUP is a retained campaign, both parties may cancel it at any time; however the set-up fee will not be refundable.
- 6.2 In regards to RPO services provided, and throughout the duration of the contract, both parties may decide to cancel the service by providing a 6 months' notice period. On formal notification being received by either party to terminate, the notice period will run from the date of notification to the end of six (6) months. For the avoidance of doubt payment is expected for the entire notice period.
- 6.3 The Client must notify NP GROUP in writing by way of email and letter of their wish to terminate the Engagement.
- 6.4 These Terms may be terminated by either party by giving to the other immediate notice in the event that either NP GROUP or the Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where NP GROUP has reasonable grounds to believe the Client will not pay the NP GROUPS's invoice within the payment terms agreed within clause 4.1.

6.5 Without prejudice to any rights accrued prior to termination, the obligations within clauses 1, 4, 7, 9, 10, 12, 13, 14, 15 and 16 will remain in force beyond the cessation or other termination (howsoever arising) of these Terms.

## **7. FEE**

7.1 The Fee is payable by the Client to NP GROUP in the following circumstances:

7.1.1 If a Candidate commences an Engagement within twelve (12) months of whichever is the later of (a) an Introduction; (b) the Client's first interview with the Candidate; (c) the Client's withdrawal of an offer of Engagement; and (d) the Candidate's earlier rejection of an offer of an Engagement; and whether any such offer is conditional or not; or

7.1.2 If a Candidate commences an Engagement with a Third Party pursuant to a Third Party Introduction within twelve (12) months of an Introduction by NP GROUP to the Client.

7.1.3 If a Candidate commences work with the Client, whether in the vacancy for which the candidate was supplied, or any other capacity.

7.1.4 If a Candidate that was introduced to the Client introduces other potential employees to the Client who are subsequently engaged by the Client.

7.2 In the event that any employee of NP GROUP with whom the Client has had personal dealings accepts an Engagement with the Client within 6 months of leaving the employment of NP GROUP, the Client shall be liable to pay NP GROUP a fee of thirty-three percent (33%) of the Gross Annual Remuneration in the first year of their Engagement with the Client.

## **8. SUITABILITY AND REFERENCES**

8.1 NP GROUP shall use reasonable endeavours to ensure the suitability of any Candidate introduced to the Client by taking all such steps as are reasonably practicable to:

8.1.1 ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in;

8.1.2 ensure that the Client and Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in; and

8.1.3 confirm that the Candidate is willing to work in the position which the Client seeks to fill.

8.2 Notwithstanding clause 8.1 above the Client shall satisfy itself as to the suitability of the Candidate for the position it is seeking to fill. The Client is responsible for:

8.2.1 taking up any references provided by the Candidate to it or NP GROUP before the Engagement;

8.2.2 checking a Candidate's right to work and obtaining such other permission to work as may be required by the law of the country in which that Candidate is Engaged to work; and

8.2.3 arranging medical examinations and/or investigations into the medical history of any Candidate, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.

8.3 To enable NP GROUP to comply with its obligations under clause 8.1 above the Client undertakes to provide to NP GROUP with details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control

such risks; the date the Client requires the Candidate to commence the Engagement, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client; or any other information required by law.

- 8.4 If NP GROUP received or obtains information within 3 months of the commencement of an Engagement which indicates that a Candidate is or may be unsuitable for the position in which the Candidate has been engaged by the Client, it shall inform the Client of that information without delay.

## 9. LIABILITY

- 9.1 NP GROUP shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with NP GROUP providing services. For the avoidance of doubt, NP GROUP does not exclude liability for death or personal injury arising from its own negligence.
- 9.2 The Client will indemnify and keep indemnified the NP GROUP against any costs (including legal costs), claims or liabilities incurred directly or indirectly by NP GROUP arising out of or in connection with these Terms including (without limitation) as a result of
- a. any breach of these Terms by the Client or by its employees or agents; and/or
  - b. any breach by the Client or by Third Party, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity, immigration legislation and, the Conduct Regulations and Data Protection Legislation); or
  - c. any unauthorised disclosure of a Candidate details by the Client or by Third Party, or any of its employees or agents.
- 9.3 Save as required by law, the sole aggregate liability of NP GROUP arising out of or in connection with these Terms is limited to GBP 5,000,000.

## 10. CONFIDENTIALITY, PERSONAL INFORMATION AND DATA PROTECTION

- 10.1 For the purposes of this clause 10 "Data Subject" means as set out in, and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes Candidate.
- 10.2 The parties hereto acknowledge that NP GROUP acts as Data Controller in respect of the Personal Data of the Candidate and provides such Personal Data to the Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms, as well as Data Processor when collecting, storing and processing information received from the Client.
- 10.3 The parties hereto acknowledge that the Client is a Data Controller but the parties hereto are never Joint Controllers (as defined within Data Protection Legislation), save where a specific agreement is made to that effect between the parties hereto.
- 10.4 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by the Client or NP GROUP will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.
- 10.5 The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.
- 10.6 The parties will not cause the other party to breach any of their obligations under the Data Protection Legislation.
- 10.7 The Client and NP GROUP undertake to each other that they shall not at any time during this contract, and for a period of three years after termination of this contract disclose to any person any confidential information concerning the business, affairs, customers, clients, employees or suppliers of the other, except as they are legally required to do so or

where such information is already in the public domain or where necessary to their employees, officers, representatives and advisors for the purposes of carrying out their obligations under these Terms. The Client hereby indemnifies NP GROUP in respect of damages, costs or any other liabilities in the event of breach by the Client of any obligations of confidentiality and this clause.

## **11. EQUALITY**

11.1 Neither The Client or NP GROUP will unlawfully discriminate against, harass, and or victimise any of the other Party's any employee, officer, consultant, contractor, sub-contractor, in their dealings with such persons whether directly or indirectly, during the provision of or otherwise arising out of or in connection with the delivery of Services; and whether on grounds of sex, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability or age. NP GROUP will not accept instructions from the Client which indicate an intention to discriminate unlawfully. NP GROUP will notify the Client of any reasonable adjustments required in respect of any personnel utilised in the delivery of any Services at the Client's premises whether in respect of access to the Client's premises and or with respect to the provision of Services at the premises. The Parties will co-operate with each other with respect to any reasonable adjustments required in respect of such personnel. Each Party agrees to comply at all times with the Equality Act 2010.

## **12. GENERAL**

12.1 Any failure by NP GROUP to enforce at any particular time any one or more of these Terms shall not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.

12.2 No provision of these Terms shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999.

## **13. SEVERABILITY**

13.1 Whilst the parties consider the provisions herein to be reasonable in all circumstances it is agreed and declared that if any one or more of the terms is considered to go beyond what is reasonable in all the circumstances to protect the legitimate interests of NP GROUP but would be adjusted reasonable if any particular term were deleted such wording may be deleted, restricted or limited by NP GROUP to give effect to the remainder of these terms so that each clause may be considered separate and distinct.

## **14. VARIATION**

14.1 No variation or alteration of these Terms shall be valid unless approved in writing by the Client and NP GROUP.

## **15. LAW**

15.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

**Approved by OBSCURO LIMITED**

Signature .....

Print Name .....

Position .....

Date .....

**Approved by NP GROUP**

Signature .....

Print Name .....

Position .....

Date .....



### Schedule 1 - Statement of Work

<b>DATE OF STATEMENT OF WORK:</b>	
<b>CUSTOMER DETAILS:</b>	
<b>NAME AND ADDRESS OF THE CUSTOMER:</b>	
<b>CHARGES:</b>	
Service Fee	
Placement Fee	