

# iNOVEN

## Standard Terms of Business

These terms and conditions apply in relation to any recruitment services between;

1. Innoven Global Limited.
2. Enter Client/Company Name, whose registered office is Enter Clients Address, hereinafter referred to as the "Client"

These terms apply to the introduction of Candidates to Clients for Direct Employment/Engagement

### Definitions

In these Terms –

#### 1.1

**"Candidate"** means any person introduced to the Client either directly or indirectly under this Agreement;

**"Data Controller"** means (i) "data controller" in the Data Protection Act 1998 in respect of processing undertaken on or before 24 May 2018; and (b) "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 Data Protection Act 1998; (b) (with effect from 25 May 2018) 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;

**"Engagement"** means the engagement, employment or use of the Candidate by the Client or by any Third Party to whom or to which the Candidate was introduced by the Client (whether with or without the Employment Agency's knowledge or consent) on a permanent or temporary basis, howsoever engaged (whether directly or indirectly); and "Engages" and "Engaged" shall be construed accordingly;

**"Introduction"** means – the passing of a curriculum vitae or information about the Candidate or arrangement of an interview (either in person or by telephone; or by any other audio/visual link). The time of the Introduction shall be taken to be the earlier of (a) and (b) above; and "Introduced" and "Introduces" shall be construed accordingly;

**"Personal Data"** shall have the meaning given to it under GDPR or any other legislation that may be applicable in the United Kingdom from time to time;

**"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;

**"Process"** means as set out in, and will be interpreted in accordance with Data Protection Legislation and "Processed" and "Processing" will be construed accordingly;

**"Regulations"** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003; and references to a particular Regulation are references contained therein;

**"Remuneration"** includes the candidates' first year's salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments and location weighting, the benefit of a company car and all other payments or emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of £5000 will be added to the salary in order to calculate the Employment Agency's fee;

**"Retention"** means the employment of a Candidate by the Client of any of its Affiliates.

**"Third Party"** means any company or person who is not the Client. For the avoidance of doubt, 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) are

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included in this definition.

## General Terms

- 2.1 Innoven Global Limited act as an introductory agency between employers and potential employees. These Terms apply to such introductory services provided by Innoven Global Limited, and constitute the entire agreement between the Employment Agency and the Client, and are deemed to be accepted by the Client and to apply by virtue of (a) an Introduction to the Client of, or the Engagement by the Client of, a Candidate or (b) the passing of information about the Candidate by the Client to any Third Party or (c) the Client's interview or request to interview a Candidate or (d) the Client's signature at the end of these Terms or (e) any other written expressed acceptance of these Terms. 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 affected.
- 2.2 These Terms supersede all previous agreements between the parties in relation to the subject matter hereof.
- 2.3 This Agreement is a framework agreement and, the Terms of which shall apply to any and each placement made.
- 2.4 The Client authorises the Employment Agency to act on its behalf in seeking Candidates and, if the Client so requests, shall advertise for such Candidates through such methods as are agreed with the Client. Innoven Global Limited reserves the right to use any reasonable means to advertise, promote or notify potential employees of employers' requirements.

## Obligations of Innoven Global Limited

- 3.1 Innoven Global Limited shall use reasonable endeavors to introduce one or more suitable Candidates to meet the requirements of the Client for any particular vacancy. Innoven Global Limited shall use reasonable endeavors to ascertain that the information provided by Innoven Global Limited to the Client in respect of the Candidate is accurate.
- 3.2 Innoven Global Limited accepts no responsibility in respect of matters outside its knowledge and the Client must satisfy itself as to the suitability of the Candidate.

## Client Obligations

- 3.1 By instructing Innoven Global Limited to introduce potential employees the employer declares it has exhausted internal resources, contacts and connections and releases any claim to potential employees it may have previously known or had such contact with who are subsequently introduced by Innoven Global Limited.
- 3.2 The Client shall satisfy itself as to the suitability of the Candidate. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, and satisfying other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.
- 3.3 The Client shall be responsible for taking up references, confirming of professional and academic qualifications and ascertaining the suitability of any potential employee prior to engagement.
- 3.4 The Client shall inform Innoven Global Limited within 5 working days where it receives details of a Candidate from Innoven Global Limited which it has already received from another agency in relation to the same vacancy. If no such notification is given by the Client then, in the event of an Engagement, the Client agrees Innoven Global Limited is entitled to charge a fee in accordance with clause 4.4.
- 3.5 The Client shall not, and shall not seek to cause Innoven Global Limited to, unlawfully discriminate in relation to the services provided by Innoven Global Limited to the Client in connection with these Terms and shall disclose any and all information requested by Innoven Global Limited in the event a Candidate makes a complaint to Innoven Global Limited.

## Charges/Fees

- 4.1 Fees will be charged for the Retention by the Client of a Candidate for whom an introduction has been made by Innoven Global Limited to the Client.
- 4.2 For each such candidate, **the Client shall pay to Innoven Global Limited 25% of the Candidates' projected total remuneration in the first year of employment.**

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- 4.3** Introductions of Candidates are confidential. Where the Client discloses to a Third Party any details regarding a Candidate introduced to the Client by Innoven Global Limited and that Third Party subsequently engages the Candidate within 12 months from the date of the Introduction, the Client shall pay Innoven Global Limited's fee as set out in clause 4.4. and there shall be no entitlement to any rebate or refund to the Client or to the Third Party.
- 4.4** The Client shall pay Innoven Global Limited a fee calculated in accordance with clause 4.5 where it Engages, whether directly or indirectly and in any capacity, any Candidate introduced by Innoven Global Limited within 12 months from the date of Innoven Global Limited's Introduction.
- 4.5** The fee shall be calculated as a percentage of the Candidate's Remuneration applicable during the first 12 months of the Engagement and unless otherwise agreed to by Innoven Global Limited, all fees are calculated and payable in pounds sterling and subject to VAT at the rate prevailing at the date of invoice.
- 4.6** Where the amount of the actual Remuneration is not known or disclosed, or where the client fails to inform Innoven Global Limited of an engagement within 7 days, Innoven Global Limited will charge a fee of £20,000, or where remuneration is determined, 40% of the total remuneration, whichever is greater.
- 4.7** Where the Engagement is for a fixed term of less than 12 months a fee will be charged of 25% of the total remuneration paid. Fee calculations will always be made assuming a minimum duration of 6 months, even if the actual duration is less and remuneration will be pro-rated to this period for making fee calculations. Engagement fee becomes due on the first day.

Where the Engagement is extended beyond the initial fixed term or where the Client re-engages the Candidate within 12 months from the date of planned or actual termination of the first Engagement, the Client shall pay a further fee based on the Remuneration applicable for the period of Engagement following the initial fixed term period up to the termination of the second Engagement or until the Candidate has been engaged for a total of one year.

- 4.8** Charges incurred by Innoven Global Limited at the Client's written request in respect of advertising or any other matters will be charged to the Client in addition to the fee and such charges will be payable whether or not the Candidate is Engaged.
- 4.9** The Client warrants that it shall not and shall procure that its employees and agents shall not, pass any information concerning a Candidate to any Third Party. The Client acknowledges that Introductions of Candidates are confidential and that failure to comply with this clause 4.8 may cause Innoven Global Limited to breach the Regulations and/or the Data Protection Legislation and accordingly, the Client agrees to indemnify Innoven Global Limited from any and all liability in connection with the Client's breach of this clause 4.8.

## Invoices

- 5.1** No fee is incurred by the Client until the Candidate commences the Engagement; whereupon Innoven Global Limited will render an invoice to the Client for its fees.
- 5.2** Unless otherwise agreed in writing, Innoven Global Limited shall be entitled to invoice the fees to the Client and such fees shall be payable within 14 days of the date of the invoice.
- 5.3** All amounts due under this Agreement shall be paid in full without any deduction. The Client shall not be entitled to assert any credit, set-off or counter claim against Innoven Global Limited in order to justify withholding payment of any such amount in whole or in part.
- 5.4** For the avoidance of doubt, any Fee's due under this agreement is due exclusive and net of any withholding or other taxes that may apply in the Client's jurisdiction. If any such withholding or other taxes are due, they are the responsibility of the Client and may not be deducted from the fee due to Innoven Global Limited.
- 5.5** Unless otherwise agreed to by Innoven Global Limited, all payment due to it under this Agreement shall be paid by direct bank transfer to the Innoven Global Limited's bank account.
- 5.6** Innoven Global Limited shall apply and charge the Client interest on any overdue amount in accordance with the Late Payment of Commercial debt (Interest) Act 1998.

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5.7 The Client agrees that when the recruitment service has been satisfactorily supplied and an amendment to the invoice is required due to the provision of subsequent information at the direct request of the Client, the date of due payment will continue to be calculated from the date of the original invoice.

5.8 If Innoven Global Limited incurs any legal costs as a result of non or late payment of the invoice, the Client will become liable for such costs

## Rebates and Replacements

6.1 In the unlikely event that the retained Candidate leaves the employment of the Client within 12 weeks or start date, Innoven Global Limited will provide one (1) free replacement at no additional fees. If no replacement is made, Innoven Global Limited will refund the fee payable under clause 4.2 according to the table below

Duration of Employment	Percentage of Fee to be rebated
Weeks 1 to 4	70%
Weeks 5-8	40%
Weeks 8-12	20%

6.2 The following conditions must be met in order for the Client to qualify for a rebate–

- The Client must notify Innoven Global Limited that the Candidate's Engagement has ended within 7 days of the Engagement ending or within 7 days of notice being given to end the Engagement; whichever is earlier;
- The Client fails to pay the invoice within 14 days of the date of the invoice;
- The Client fails to notify Innoven Global Limited in writing within 14 days of the termination of employment;
- The Candidate's engagement is not terminated by reason of redundancy or re-organisation or change in strategy of the Client;
- The Candidate did not leave the Engagement because he/she reasonably believed that the nature of the actual work was substantially different from the information the Client provided prior to the Candidate's acceptance of the Engagement; the Candidate did not leave the Engagement as a result of discrimination or other acts against the Candidate;
- The Candidate was not at any time in the 12 months prior to the start of the Engagement employed or hired (whether on a permanent or contract basis) by the Client.
- Clause 6.3 below is not applied

6.3 Where the Client re-engages the Candidate either on an employment or indirect basis, any rebate paid to the Client under clause 6.1 in respect of that Candidate, shall be immediately repaid to Innoven Global Limited by the Client.

## Liability and Indemnity

7.1 Innoven Global Limited 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 Innoven Global Limited seeking a Candidate for the Client or from the Introduction or Engagement of any Candidate by the Client or from the failure of Innoven Global Limited to introduce any Candidate or from the Client's disclosure to a Third Party of any details regarding a Candidate.

## Data Protection

- 8.1 For the purposes of this clause 8 "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 the Candidate.
- 8.2 The parties hereto acknowledge that Innoven Global Limited is a 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.
- 8.3 The parties hereto acknowledge that the Client is a Data Controller but the parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.

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- 8.4** The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by the Client, the Employment Agency or by the Candidate, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.
- 8.5** 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.
- 8.6** The Client will -
- a)** Comply with the instruction of the Employment Agency as regards the transfer/sharing of data between the parties hereto. If the Client requires Personal Data not already in its control to be provided by the Employment Agency, the Client will set out their legal basis for the request of such data and accept that the Employment Agency may refuse to share/transfer such Personal Data where, in the reasonable opinion of the Employment Agency, it does not comply with its obligations in accordance with Data Protection Legislation;
  - b)** Not cause the Employment Agency to breach any of their obligations under the Data Protection Legislation.
- 8.7** In the event the Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify the Employment Agency and will provide the Employment Agency with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information the Employment Agency reasonably requests relating to the Personal data breach
- 8.8** In the event of a Personal Data Breach, the Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as the Employment Agency may request to –
- a)** investigate and defend any claim or regulatory investigation;
  - b)** mitigate, remedy and/or rectify such breach; and
  - c)** prevent future breaches and will provide the Employment Agency with details in writing of all such steps taken.
- 8.9** The Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of the Employment Agency
- 8.10** The Client agrees it will only Process Personal Data of the Candidate for the agreed purpose that is introduction for Vacancy pursuant to these Terms.
- 8.11** The Client will provide evidence of compliance with clause 8 upon request from the Employment Agency.
- 8.12** The Client will indemnify and keep indemnified the Employment Agency against any costs, claims or liabilities incurred directly or indirectly by the Employment Agency arising out of or in connection with any failure to comply with clause 8.

## Anti-Bribery

- 9.1** The Client acknowledges and agrees that Innoven Global Limited will not tolerate bribery in any form in connection with the conduct of its business.
- 9.2** The Client shall comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption (“Anti-Bribery Laws”), including without limitation the Bribery Act 2010;
- Not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
  - Not do, or omit to do, any act that will cause Innoven Global Limited to be in breach of the Anti-Bribery Laws; and
  - Promptly report to Innoven Global Limited any request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of this Agreement.
- 9.3** The Client shall promptly notify Innoven Global Limited if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in these clauses.
- 9.4** Breach of any of the Anti-Bribery clauses shall be deemed material breach of this Agreement.
- 9.5** The Client shall indemnify Innoven Global Limited against any losses, liabilities, damages, costs and expenses incurred by Innoven Global Limited as a result of any breach of these clauses by the Client (including any consequential loss or damage).

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## Confidential Information

- 10.1** All and any information provided by (or available from) Innoven Global Limited is confidential and must be kept in the strictest confidence by the Client.
- 10.2** Such information may not be provided to or disclosed to any Third Party without the written consent of Innoven Global Limited.
- 10.3** Innoven Global Limited will keep in strictest confidence any and all information provided to it by the Client, which is marked as confidential.
- 10.4** The Client will indemnify Innoven Global Limited in respect of all liabilities, costs, damages and expenses whatsoever or howsoever arising from breach by the Client of this clause.

## Force Majeure

- 11.1** Neither party is responsible for the failure to perform any obligations under the Agreement due to causes beyond its control including but not limited to natural disasters, act of God, terrorism or such other event of similar nature, on the condition that it uses reasonable efforts to attempt that obligations all the same. Any date for performance of that obligations will be extended by the time of the delay. F the failure continues for more than 30 days and the obligation that is not being performed is material, the party whose performance is not affected may end the Agreement immediately on notice of the other.

## Assignment and Entire Assignment

- 12.1** These Terms and any addendum set out the entire agreement between the parties relating to the subject matter hereof and no other terms or representative other than set out in these Terms have ben relied upon or agreed between the parties. These Terms supersede and take precedence over any and all other agreements, representations, term of conditions (written, oral or implied) between the parties. These Terms may only be amended by the written agreement of any authorized representative of Innoven Global Limited.
- 12.2** The Client shall not be entitled to assign, transfer or subcontract its obligations under these Terms without the express written consent of the Company. For the avoidance of doubt an email authorisation shall not constitute written consent.

## General

- 13.1** Any failure by Innoven Global Limited 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.
- 13.2** Headings contained in these Terms are for reference purposes only and shall not affect the intended meanings of the clauses to which they relate.
- 13.3** 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.
- 13.4** If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of these Terms shall remain in full force and effect to the extent permitted bylaw.
- 13.5** Any reference to legislation, statute, act or regulation shall include any revisions, re- enactments or amendments that may be made from time to time.
- 13.6** These Terms shall be construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

