

Agreed Terms of Business for Contract Recruitment Services

These Agreed Terms of Business for Contract Recruitment Services (the “Terms” or this “Agreement”) is made between Frank Recruitment Group Services Limited (part of the Tenth Revolution Group) including all trading names, subsidiaries and trading names of subsidiaries, a company incorporated in England under number 08142375 and whose registered office is at The St Nicholas Building, St Nicholas Street, Newcastle Upon Tyne, Tyne And Wear, NE1 1RF (the “Agent”)

and

____, a Limited company incorporated in ____ under number ____ and whose registered office is at ____ (the “Client”)

1. DEFINITIONS

1.1. In this Agreement the following definitions apply:

“Assignment”	means with respect to a fixed term or contract placement, the professional services described in the Assignment Schedule
“Assignment Period”	means the period during which the Contractor is supplied by the Agent to render services to the Client
“Assignment Schedule”	means a schedule attached to this Agreement regarding contract placement which contains various details specific to the Assignment
“Confidential Information”	means the terms of this Agreement (and any amendments, schedules or exhibits hereto) and any information relating to the business and affairs of either party and to the identity and business and affairs of either parties’ actual or potential customers, suppliers, Contractors (including without limitation, any information about a Contractor or Contractor Personnel’s skills, work experience, qualifications, training, certifications, education and pay rates) and clients (including End-Clients) which comes to either parties’ attention or possession and which both parties regard or could reasonably be expected to regard as confidential, whether or not any such information is marked ‘confidential’.
“Conduct Regulations”	means the Conduct of Employment Agencies and Employment Business Regulations 2003, as amended from time to time.
“Contractor”	means the Limited Company Introduced to the Client by the Agent to carry out an Assignment.
“Contractor Personnel”	means the individual named in the Assignment Schedule who is actually performing the professional services on behalf of the Contractor or their substitute.
“Data Privacy Laws”	means data privacy laws where applicable worldwide, including without limitation the Data Protection Act 2018, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data protection Regulation) and the California Consumer Privacy Act of 2018, each as amended; and/or any other enforceable data protection law in the United Kingdom at the moment of the Agreement’s execution as applicable.
“End-Client”	means the entity for whom the services under an Assignment are actually being performed for, typically the Client’s client.
“Engage or Engagement”	means the use, receipt or benefit of the Contractor or any Contractor Personnel’s services directly or indirectly by the Client, End-Client or any of their affiliates or any third party or through any other entity to whom Client provided any Confidential Information about a Contractor or Contractor Personnel, whether on a full time or part time basis, permanent or temporary, whether under a contract of service, employment contracting; or by or through an agency, licence, franchise, partnership or other arrangement.
“Fee”	means the Contractor’s charge rate and the Agent’s fee . The Fee excludes VAT and any other applicable taxes and excludes Agent’s out of pocket costs in providing services hereunder.
“Introduction”	means the Agent’s delivery to the Client of information t about a Contractor or Contractor Personnel. . The terms “Introduce” and “Introduced” shall be construed accordingly
“Invention”	means any invention, idea, discovery, development, improvement or innovation made by the Contractor (including employees, personnel, contractors and contractors employees) in the provision of the services, whether or not patentable or capable of registration, and whether or not recorded in any medium.
“Relevant Period”	means either 12 months from the termination of the Assignment under which the Contractor was last supplied or if there

was no Assignment, within 12 months of the latest Introduction of the Contractor or Contractor Personnel by the Agent to the Client.

“Remuneration” includes salary, fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Contractor for services rendered to or on behalf of the Client.

“Transfer Fee” means the fee payable in accordance with Clause 8 and/or Regulation 10 of the Conduct Regulations (where applicable). The Transfer Fee excludes VAT and any other applicable taxes and excludes Agent’s out of pocket costs.

“Works” means all records, reports, documents, papers, code, prototype, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Contractor (including Contractor Personnel, employees, personnel, contractors and contractors employees) related to the Assignment.

1.2 Unless the context otherwise requires, references to the singular include the plural.

1.3 The headings contained in this Agreement are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- 2.1. This Agreement and the relevant Assignment Schedules, where applicable, are deemed to be accepted by the Client upon the earlier of (i) Client’s execution of this Agreement, (ii) Client’s request for, interview with or Engagement of a Contractor or Contractor Personnel or (iii) passing of any information about the Contractor or Contractor Personnel, including without limitation, Confidential Information, to any third party following an Introduction.
- 2.2. No variation or alteration to this Agreement shall be valid unless approved by an authorised representative of the Agent in writing.
- 2.3 This Agreement prevails over any terms of business or purchase conditions proffered by the Client.
- 2.4 The Agent is acting as an employment business as defined by the Conduct Regulations.

3. INTRODUCTION AND SERVICES

- 3.1 If an Engagement of the Contractor or Contractor Personnel is made by the Client within the Relevant Period of the initial Introduction or any subsequent reintroduction and this is not subject to an Assignment Schedule then the Fee plus any applicable taxes, including VAT, and Agent’s out of pocket costs are immediately due and payable. In the event the Client does not pay the Fee then the Transfer Fee shall become immediately due and payable. For the avoidance of doubt, this clause applies if an Introduced Contractor or Contractor Personnel is Engaged in a role other than that which they were Introduced for, even if that role is not the same type of Engagement.
- 3.2 The Client shall ensure that the Contractor is accorded sufficient access to any of the Client’s premises, information data or personnel and use of any equipment which is reasonably necessary for the completion of the services. The Contractor shall use its own equipment where possible and appropriate.
- 3.3 Whilst the Contractor is working on the Client’s premises, the Client shall ensure that the health and safety standards required by the applicable law and regulations are observed.
- 3.4 After receiving an Introduction of a Contractor or Contractor Personnel, the Client shall satisfy itself as to the Contractor’s and the Contractor Personnel’s experience, training, qualifications and any authorisation required by law or a professional body to work on the Assignment. The Agent does not test the Contractor’s or Contractor Personnel’s technical skills and it is for the Client to satisfy itself to the Contractor’s and Contractor Personnel’s overall capacity to fulfil the Assignment.
- 3.5 The Client will notify the Agent immediately with any complaints concerning the Contractor’s performance.
- 3.6 Prior to the commencement of the Assignment, or if this is not practical, upon commencement of the Assignment, the Agent will send to the Client written confirmation of the Assignment specifying the duration of the Assignment, the identity of the Contractor, the hourly/daily/weekly rate charged by the Agent with such expenses as may have been agreed, notice period to terminate the contract, the intervals at which invoices shall be rendered to the Client by the Agent.
- 3.7 If the Contractor Personnel stated on the assignment Schedule is unable to continue providing the services the Contractor can supply a substitute with the same or similar skills, knowledge and experience subject to the Client approving the substitute’s suitability, such acceptance not to be unreasonably withheld. The Contractor will remain liable for all services provided by the substituted Contractor Personnel.

4. CHARGES

- 4.1. The Client shall pay the hourly/daily/weekly Fee to the Agent as set forth in the Assignment Schedule and may be varied from time to time in accordance with either (a) clause 6 (IR35 Provisions), (b) clause 4.3 below (Minimum Monthly Hours) or (c) clause 4.4 below (annual review). The Fee is calculated according to the number of hours/days/weeks worked by the Contractor (to the nearest quarter hour/days/weeks, as applicable) subject always to the Minimum Monthly Hours.
- 4.2. Any travel, hotel or other expenses are not part of the Fee unless expressly stated otherwise on the Assignment Schedule. Agent shall pay expenses approved in advance by the Client provided that Client has first paid such amount to Agent or, at Agent’s discretion, Agent may pay expenses to the Contractor and the Client will reimburse the Agent within 7 business days of receipt of Agent’s invoice for same. The Client is responsible for ensuring the Agent and Contractor are aware of any expenses policy Client has in place. VAT and any other taxes, if applicable, and Agent’s out of pocket costs are not included in the Fee, and Client shall pay the same to Agent in accordance with clause 4.4.
- 4.3 Client shall pay for a minimum number of days / hours per month (“Minimum Monthly Hours”) as follows:
 - a) where the Fee is hourly within the Assignment Schedule the Minimum Monthly Hours shall be 40 hours; and

b) where the Fee is daily within the Assignment Schedule the Minimum Monthly Hours shall be 5 days.

In both cases, where Contractor has not worked for the Minimum Monthly Hours in a month, Agent shall invoice the Minimum Monthly Hours, at the charge rate under the applicable Assignment Order. The only circumstances in which the Minimum Monthly Hours shall not be invoiced to Client are where (a) Contractor is unavailable due to sickness or holidays to perform the Minimum Monthly Hours and (b) Client provides Agent prior written notice of the Contractor's unavailability that month.

4.4 The Fee will be subject to an annual review and any other statutory increase that may occur.

4.5 The Fee is invoiced to the Client on a weekly basis following approval of timesheets (see clause 5 below) and are due and payable within 7 days from invoice date. The Agent reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate as published by the Bank of England from the due date until the date of payment, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

5. TIMESHEETS

5.1. The Client will use the Agent's online timesheet portal or any substitute system offered by the Agent for the receipt and agreement of the Contractor's timesheets.

5.2 At the end of each week of the Assignment (or at the end of the Assignment where it is for a period of less than one week) the Client shall review and accept or, reject the Contractor's timesheet verifying the number of hours/days/weeks worked by the Contractor during the period of time covered by the timesheet. The Client may only reject a timesheet in the case of fraud and cannot reject a timesheet because of the timeliness, completeness or accuracy of any deliverable or work product of the Contractor. If the Client fails to inform the Agent of fraud within 30 days of the end of the period covered by the timesheet, or where Contractor fails to submit a timesheet within 30 days of the performance of the services, such timesheet and time shall be deemed approved for all purposes and Client shall pay Agent for such time in accordance with clause 4.

5.3 Approval of the timesheet by the Client is confirmation of the number of hours/days/weeks worked. If the Client rejects a timesheet because the Client disputes the hours/days/weeks on a timesheet, the Client shall inform the Agent as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Agent to enable the Agent to establish what hours/days/weeks, if any, were worked by the Contractor. Client's refusal or failure to approve the timesheet does not absolve the Client's obligation to pay the charges in respect of the hours/days/weeks worked during the time period covered by the timesheet or the Minimum Monthly Hours. This is a time and materials contract.

5.4 The Client shall not be entitled to decline to authorise a timesheet on the basis that it is dissatisfied with the work performed by the Contractor. In cases of unsuitable work the Client's sole and exclusive remedy shall be termination of the Assignment, as set forth in clause 14 below.

5.5 By approving a timesheet Client fully and finally agrees that the hours submitted on the timesheet were in fact worked by the Contractor and that the Client is satisfied with the Contractor's work performed during the hours set forth on such timesheet. Under no circumstances is Agent liable or responsible for any work product, result or deliverable performed or delivered, or to be performed or delivered, by a Contractor or Contractor Personnel.

6. IR35 PROVISIONS

6.1 Both parties shall comply with their IR35 legislation obligations. Client shall, and shall ensure that the End-Client (where relevant) shall, comply with their IR35 legislation obligations.

6.2 In the event Agent and Contractor receive an "inside IR35" SDS from the Client, the Agent may increase the Fee to take account of all relevant employment taxes, statutory payroll deductions and charges including, but not limited to, Employers NI and the Apprenticeship Levy as required to be deducted by law.

6.3 The Client shall, and ensure that the End-Client shall, keep the Assignment under review and immediately inform the Agent and Contractor Personnel should any SDS change during the course of an Assignment including on any extension.

6.4 Should a third party regulator, including but not limited to HMRC, investigate for IR35 compliance, the Client shall defend and indemnify Agent from all actual or alleged liabilities, judgements, costs, claims, damages and expenses incurred by the Agent as a result of the Client or End-Clients acts or omissions.

6.5 Tax investigation insurance must be in place for all outside IR35 determinations. Where Client uses the Agent's tool to run the IR35 assessment then the Agent shall obtain tax investigation insurance which covers the chain involved in the Assignment for any outside IR35 SDS decisions made. Such insurance to be of no less value than £100,000 in aggregate. However, where the Client uses any other tool, method or process to make their SDS decision it is their responsibility to obtain such tax investigation insurance. Such insurance obtained by the Client must be of a value of £100,000 in aggregate as a minimum and evidence of the insurance must be provided prior to the start of the Assignment.

7. REMUNERATION

7.1. The Agent shall be responsible for making payment to the Contractor and under no circumstances shall the Client make payment to the Contractor or the Contractor Personnel directly except for the reimbursement of expenses where it has been agreed in advance.

8. TRANSFER FEE

8.1 Within the Relevant Period, if an Engagement occurs the Client shall pay the Agent a Transfer Fee, calculated as follows:

a) Where the Engagement is as a permanent employee (whether or not full or part-time or whether or not fixed term) the Transfer Fee shall be based on the Contractor Personnel's Remuneration during the first 12 months of such Engagement:

If Remuneration is between £0 - £20,000 = Transfer Fee of £5,000

If Remuneration is between £20,001-£25,000 = Transfer Fee of 25%

If Remuneration is between £25,001 - £30,000 = Transfer Fee 30%; and

If Remuneration is £30,001 and above = a Transfer Fee of 35%

b) Where the Engagement is based on any status other than permanent employee, the Transfer Fee is the daily rate equivalent (at eight hours) of the last Assignment performed by Contractor for Client (or End-Client) multiplied by 50.

- c) Where Client fails to provide the information needed to calculate the Transfer Fee, the Transfer Fee is calculated under sub-clause 8.1(b) above.
- 8.2 Should the Contractor not have opted-out of the Conduct Regulations, an Engagement can occur without payment of a Transfer Fee only if (a) the Client extends the Assignment for a minimum period of six (6) months on terms no less favourable than those which applied directly before the extension was requested and (b) the Client informs the Agent before the expiration of the relevant Assignment that the extension is requested under this clause.
- 8.3 Agent shall not refund the Transfer Fee in the event that the Engagement subsequently terminates.
- 8.4 The Client shall continue to pay the Fee as set out in the Assignment Schedule until the Transfer Fee is paid in full.
- 8.5 The Transfer Fee does not include any VAT or other applicable taxes or any out of pocket costs of Agent. Client shall pay Agent the Transfer Fee, VAT and any other applicable taxes and all out of pocket costs within 14 days of the date of invoice.

9. LIABILITY

- 9.1. Whilst the Agent will make reasonable efforts to satisfy the Client, the Client agrees that Agent is not liable for any loss, claims, expense, damage, costs or delay arising from the failure to provide a Contractor for all or part of the Assignment Period or from the negligence, dishonesty, misconduct or lack of skill of the Contractor or Contractor Personnel or if the Contractor terminates the Assignment for any reason.
- 9.2 **Under no circumstances shall Agent's liability to Client, under contract, tort, regulation(s) or otherwise, exceed the total Fees paid by Client to Agent within the 12 month period after the first occurrence of the facts or circumstances giving rise to the claim. The Client must provide notice of the claim to Agent within 12 months after the first occurrence of the facts or circumstances giving rise to the claim. Provided however nothing in this sub-clause 9.2 shall limit Agent's liability for death or personal injury arising from its own (not Contractor or Contractor Personnel's) negligence.**
- 9.3 The Client will comply in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate Public Liability insurance in respect of the Contractor.
- 9.4 The Client shall defend and indemnify the Agent against all liabilities, judgements, costs, claims, damages and expenses incurred by the Agent related to (i) any breach or alleged breach of this Agreement by the Client, or (ii) with respect to Client or End-Client or their respective employees, agents or representatives, any (a) violation or alleged violation of law, (b) act or omission, or (c) unauthorised or unlawful disclosure or processing of Contractor Personnel's Personal Data (as defined below).
- 9.5 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Client for the Contractor to fill the Assignment.
- 9.6 The Client shall, where requested, provide reasonable co-operation to the Agent in connection with the reporting requirements imposed by HMRC on the Agent. If the Client finds that the information provided under this clause contains errors, Client will notify the Agent immediately of the errors.
- 9.7 Upon demand, the Client shall pay or reimburse Agent for any costs incurred by the Agent relating to the Client's breach of this Agreement including, but not limited to, collection or enforcement costs incurred by Agent.
- 9.8 Client is responsible for (a) limiting Contractor's access to Client's or End-Client's data, network and systems ("Systems") such that Contractor only has access to Systems that are required for the Assignment; (b) restricting Contractor from using unauthorised devices, methods or tools to access Systems; and (c) implementing reasonable administrative, technical and procedural safeguards to protect the security of Systems.

10. CONFIDENTIALITY

- 10.1 Except as permitted by law, neither party shall disclose any Confidential Information relating to the other without the disclosing party's prior written consent.
- 10.2 Any party becoming aware of the possession, use or knowledge of any of the Confidential Information by any unauthorised person, whether during or after the termination of this Agreement shall immediately inform the other party and shall provide assistance as is reasonable to deal with such an event.
- 10.3 Neither party shall make any copy, abstract summary or précis of the whole or any part of the other party's Confidential Information or any derivative work or any document or other material belonging to the other party except when required to do so in the course of its duties hereunder, in which event any such item shall be owned by the disclosing party.
- 10.4 The restrictions in this clause 10 do not apply to:
 - 10.4.1 any use or disclosure authorised by the Client or Agent or as required by law to a court of competent jurisdiction or any government or regulatory authority; and
 - 10.4.2 any information which is already in, or comes into, the public domain other than through parties unauthorised action.
- 10.5 The obligations contained within this clause 10 shall continue for the length of the Assignment (including any extensions) and for two years after termination or expiry of such Assignment.
- 10.6 Under no circumstances shall Agent be liable or responsible for a Contractor's or a Contractor's Personnel compliance, or lack of compliance, with confidentiality obligations.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 As between Agent and Client, Agent agrees that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Contractor or Contractor Personnel for the Client during the Assignment shall belong to the Client.
- 11.2 Agent shall use reasonable endeavours to ensure that Contractor and Contractor Personnel take all actions necessary to vest ownership in all intellectual property in Client or designees.
- 11.3 Upon Client's request, the Agent shall use reasonable endeavours to ensure that the Contractor:
 - 11.3.1 notifies the Client in writing of the full details of all Inventions promptly on their creation;
 - 11.3.2 keeps confidential the details of all Inventions, subject to 11.2.1 above;
 - 11.3.3 promptly deliver to the Client all Works recording or relating to any intellectual property rights or the process of their creation as and when requested by the Client and, in any event, at termination or conclusion of the Assignment;

- 11.3.4 not to give permission to any third party to use the intellectual property rights in any way;
- 11.3.5 to do all acts necessary to confirm that absolute title in all intellectual property rights in the Works and the Inventions has passed, or will pass, to the Client.

12. DATA PROTECTION

- 12.1 The terms "Personal Data", "Personal Information," "Data Controller", "Service Provider," "Special Categories of Personal Data," "Sensitive Information," and "process/Processor/processing" (and their derivatives) used in this clause 12 shall have the meaning given in applicable Data Privacy Laws. Such data includes: genetic data, biometric information used to identify a human, health information, sex life, sexual orientation, racial or ethnic origin, religious or philosophical beliefs, or trade union membership but excludes a company's business information (as opposed to information about a human), credit accounts, financial results, sales performance or strategic plans, for example.
- 12.2 The parties acknowledge that for the purposes of the Data Privacy Laws, each party shall be considered Data Controller with respect to Personal Data processed in connection with this Agreement and the Contractor and Contractor Personnel are Processors/Service Providers.
- 12.3 Each party shall comply with their obligations under Data Privacy Laws.
- 12.4 The Client confirms that the information supplied to Agent may be used for recruiting purposes under the Data Privacy Laws, and that Agent can advertise vacancies on their behalf.
- 12.5 Under no circumstances shall Agent be liable or responsible for a Contractor's or a Contractor's Personnel compliance, or lack of compliance, with the Data Privacy Laws.
- 12.6 Client confirms that the information supplied to Agent may be used for recruiting purposes under the Data Privacy Laws. Client shall not, and shall not permit any of its customers to, (i) transfer any Special Categories of Personal Data or Sensitive Personal Information to Agent, Contractor, or Contractor Personnel unless (a) it provides prior written notice to Agent at legalnoticesemea@frankgroup.com and (b) the Parties' obligations related to such transfer are described in data protection clauses executed by the Parties, or (ii) "sell," transfer or disclose the "Personal Information" or "Sensitive Personal Information" it receives from Agent, Contractor or Contractor Personnel.

13. ANTI-BRIBERY

- 13.1 The Agent and Client shall:
 - 13.1.1 comply with all applicable law, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 or equivalent legislation in the territory and will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010;
 - 13.1.2 have and maintain in place throughout the term of this Agreement its own policies and procedures, including (but not limited to) adequate procedures under the Bribery Act 2010, to ensure compliance and will enforce them where appropriate; and
 - 13.1.3 promptly report to the other party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement.

14. TERMINATION OF THE ASSIGNMENT OR THE AGREEMENT

- 14.1 Client may terminate this Agreement immediately upon written notice (which may be on email) in the event that the Agent breaches a material obligation hereunder and fails to cure such breach within thirty (30) days of its receipt of a written notice from Client generally describing the breach. Termination of this Agreement shall not affect any Assignments in place or due to commence, any invoices due or becoming due or the validity of any Introduction prior to termination.
- 14.2 Either party may terminate an Assignment by giving the period of notice specified in the Assignment Schedule. Such notice to be in writing which includes email. The termination of an Assignment does not constitute termination of this Agreement. Client shall permit the Contractor to work the notice period and approve the timesheets in accordance with clause 5. Notwithstanding the provision of clause 14.1 the Client may terminate the Assignment forthwith by notice in writing to the Agent where;
 - 14.2.1 the Contractor is in wilful or persistent breach of its obligations;
 - 14.2.2 the Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or
 - 14.2.3 for any reason the Contractor proves unsatisfactory to the Client.
 - 14.2.4 the project to which the Assignment relates is cancelled or the Client's contract with a third party (where applicable) which is part of the Assignment is terminated.
- 14.3 The Agent may terminate an Assignment forthwith by notice in writing: -
 - 14.3.1 if the Client is in wilful or persistent breach of its obligations under these Terms; or
 - 14.4.1 if the Client becomes bankrupt or has a receiving order or administrative order made against it or is put into liquidation (save for the purposes of solvent reconstruction or amalgamation).
 - 14.4.3 if the Client fails to pay in accordance with clause 4
 - 14.4.4 if the Client fails to approve a timesheet in accordance with clause 5.
- 14.4 The Agent shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Contractor supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment under the provisions of clause 14.3.
- 14.5 Without limiting any other rights, claims or remedies available to Agent, Agent may suspend an Assignment due to the Client's failure to pay Agent in accordance with this Agreement, fail to approve a timesheet in accordance with this Agreement or an unreasonable health or safety risk is present at the Client or end-clients work site. During such suspension the Contractor shall be excused from providing any services to Client until Agent elects to end such suspension. During such suspension, Client shall not Engage with the Contractor or any Contractor Personnel for any reason. If the Client Engages the Contractor or Contractor Personnel directly, the provisions of clause 8 shall apply.

15. NON-SOLICITATION

- 15.1 The Client shall not, for the duration of the Assignment and for a period of twelve (12) months after the expiry or termination of the most recent Assignment, directly or indirectly, whether on its own behalf or for the benefit of any other entity, solicit, approach, induce, divert, entice away or in any way encourage any employee(s) of the Agent with whom the Client had contact with or were involved in provision of the Agent's services to the Client, to leave the Agent's employment.
- 15.2 In the event of any breach of clause 15.1 by Client, Client shall pay the Agent £30,000, which is a genuine pre-estimate of the Agent's loss. This does not include VAT, other applicable taxes or any out of pocket costs of Agent.

16. ENTIRE AGREEMENT

- 16.1 This Agreement constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

17. LANGUAGE

- 17.1 this Agreement is drafted in the English language. If they are translated into any other language, the English language version shall prevail.

18. LAW

- 18.1 Each party irrevocably agrees that any proceedings relating to any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation instituted by either party shall be brought in the courts of the Client's domicile.
- 18.2 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed with the invalid provisions eliminated.
- 18.3 Any provision of this Agreement that expressly or by implication is intended to survive come into or continue in force on or after termination (or expiry) of this Agreement shall remain in full force and effect including (without limitation) clauses 2.3, 3.1, 4.1, 4.2, 4.4, 4.5, 5, 6.4, 8, 9, 10, 11, 12, 14.5, 15, 16, 17, 18 and 19.

19. MISCELLANEOUS

- 19.1 No waiver of any provision of this Agreement will be valid unless in writing and signed by the party against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder.
- 19.2 This Agreement shall only be amended by a writing signed by Agent and Client.
- 19.3 This Agreement may be signed in one or more counterparts, each of which taken together shall constitute one and the same documents. Any signature page transmitted by electronic or digital means or files shall have the same force and effect as original signature pages.

Signed on behalf of the
Agent : _____

Date : _____

Print Name : _____

Title : _____

Signed on behalf of the
Client : _____

Date : _____

Print Name : _____

Title : _____