



HARRIER CANDIDATES TERMS OF BUSINESS

1. DEFINITIONS & INTERPRETATION

1.1 In this Agreement the following definitions apply:

“Harrier” means Harrier Search Ltd;

“Agreement” means this agreement relating to the supply of Services to the Client by Harrier;

“Candidate” means a potential employee whose details are included on the Platform;

“Client” means _____ together with all its affiliates, subsidiaries and/or holding companies; _____

“Confidential Information” means the terms of this Agreement together with any information which is disclosed by the Client to Harrier or to any Candidate, whether in writing or orally and whether or not expressed to be confidential in nature;

“Data Protection Law” means all laws applicable to data protection and data privacy, including (i) the Data Protection Act 2018, (ii) the EU Regulation 2016/679 (the General Data Protection Regulation or “GDPR”) and (iii) the UK GDPR;

“Employee” means a Candidate who subsequently becomes a permanent employee or a fixed term temporary employee on an employment contract of the Client;

“Engagement Date” means the date of commencement of employment with the Client by an Employee;

“Fee(s)” means, in relation to a Candidate, the commission to be paid to Harrier by the Client pursuant to this Agreement as a result of the Candidate becoming an Employee of the Client (excluding VAT);

“Platform” means the platform provided by Harrier which enables prospective employers to search and request the details of Candidates, known as ‘Harrier Candidates’;

“Services” means Harrier’s provision of access to the Platform during the term of this Agreement;

“Total Annual Remuneration” means the annual gross taxable basic salary payable by the Client at the date of acceptance by the Candidate of an offer of employment made by the Client, which for the avoidance of doubt, shall not include any additional taxable or non-taxable emoluments including (but not limited to) bonuses, commissions, overtime and company car allowances or any other benefits.

1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings in these Terms are for convenience only and do not affect their interpretation.

2. PROVISION OF SERVICES

2.1 The Client hereby engages Harrier to supply, and Harrier hereby agrees to supply to the Client, the Services in accordance with the terms and conditions of this Agreement. If the Client wishes to know more about a Candidate it identifies via the Services, the Client will notify Harrier via the Services and Harrier will then correspond with the Candidate to ascertain if the Candidate agrees to such activity. Harrier does not guarantee that it will provide additional details about any particular Candidate to the Client.

2.2 The Client acknowledges and agrees that the employees, contractors and other staff that use the Services on behalf of the Client ("**Users**") will be required to accept the applicable Platform Terms of Use prior to being able to access the Platform. The Client will ensure that Users comply with such Platform Terms of Use and any other policies or instructions notified by Harrier to the Client or the Users from time to time, and the Client shall be liable to Harrier for any losses Harrier suffers resulting from the Client's failure to comply with this clause 2.2.

2.3 The Client will not use the Services to:

2.3.1 provide, rent or sell services to third parties; or

2.3.2 build a product or service which competes with the Platform, the Services or Harrier.

2.4 Harrier may change the Platform from time to time, including to make any changes necessary to comply with law or provide bug fixes. The Services are provided "as is" to the fullest extent permissible pursuant to applicable law. Harrier disclaims all warranties and conditions express or implied, including, but not limited to, implied warranties of satisfactory quality and fitness for a particular purpose, in relation to the Services, their use and the results of such use.

2.5 Harrier may refer to the Client (including use of Client's logos, trade marks and other branding) as its Client on its websites, in its marketing materials and in negotiations with third parties.

3. DURATION

3.1 This Agreement shall commence on the date of signature below, and shall continue in force until terminated by either party subject to the provisions of Clause 7 below.

4. FEES & REBATES

4.1 Where a Candidate does not become an Employee, no Fees will be payable to Harrier, unless a Candidate is approached by the Client regarding a role within 12 months of the Candidate's details being provided by Harrier to the Client, whether via the Platform or otherwise, in which case, the full Fees will be payable.

4.2 Subject to clause 4.4 below, the Client shall pay to Harrier 11% of the Total Annual Remuneration plus VAT, where applicable, in relation to making a successful introduction of a Candidate via the Platform who becomes an Employee of the Client.

4.3 In the event that the Candidate is employed by the Client on a Fixed Term Contract ("FTC") basis, then the recruitment fee payable shall be calculated according to the following formula:

$$([\text{Total Annual Remuneration}] \times 11\%) \times ([\text{Number of months of FTC}] \div 12).$$

In the event that the FTC is subsequently extended, and another FTC is settled in respect of the Candidate, a further FTC shall not become payable as per the above formula.

4.4 In the event of; (a) the Employee's employment being terminated by either the Client or the Employee; (b) the Employee being made redundant; or (c) the death of the Employee; within the first twelve weeks of the Engagement Date, a rebate (or cancellation of the Fees as the case maybe) of the Fees shall be immediately payable (or actioned, as the case maybe) by Harrier to the Client on the following scale:

- During the first four weeks: 100% of the Fees
- During the fifth to eighth week: 66.6% of the Fees
- During the ninth to twelfth week: 33.4% of the Fees

4.5 If at any time within twelve months of the Engagement Date the Employee's employment at the Client is terminated as a result of Harrier Search acting in its capacity as a recruitment agency introducing that Employee to a third party, then notwithstanding the provisions of Clause 5.1 the rebate of Fees payable in respect of such Employee shall be 100%. For the avoidance of doubt, this Clause 4.5 shall not apply where a third party causes the Employee's employment at the Client to be terminated.

5. INVOICING

5.1 All Harrier invoices must be submitted to _____.

5.2 All Harrier invoices must contain the following details: (a) The Client reference number (b) Employee name (c) Engagement Date (d) Fees claimed. Invoices should also include the following Harrier bank account details: (i) account name (ii) account number (iii) sort code (iv) bank/branch address. Harrier invoices should NOT detail the Employee's Total Annual Remuneration.

5.3 Correctly completed and submitted Harrier invoices will be paid by the Client within 30 days of the receipt of the invoice.

5.4 Without prejudice to any other right or remedy, the Client reserves the right to set off any amount owing at any time from Harrier to the Client, including, but not limited to, any outstanding rebate of Fees pursuant to Clause 4 against any sums payable by the Client to Harrier under this Agreement.

5.5 The Fees will be invoiced and are payable in GBP (£). Where the Total Annual Remuneration is expressed in a currency other than GBP (£), the Fees will be based on the GBP (£) equivalent, calculated according to the closing price for such currencies listed on Bloomberg for the trading day before formulating the Invoice.

6. MULTIPLE INTRODUCTIONS

6.1 In the event that the Client receives a Candidate CV in full relating to a particular Candidate from more than one recruitment agency/supplier, the Client shall deem such a Candidate to have been introduced by whichever recruitment agency/supplier

provided the Candidate's CV, to the Client's Human Resources department first (whether by post, facsimile or electronic means), provided that such Candidate CV was (i) sent with the Candidate's prior consent, and (ii) received by the Client not more than 12 months prior to the date of instruction from the Client (regardless of whether such Candidate had been previously rejected in relation to another job vacancy). The Client shall inform the recruitment agencies/suppliers who are not deemed (by virtue of this clause) to have introduced the Candidate of such decision as soon as reasonably possible.

6.2 Harrier understands and accepts that the decision of the Client under Clause 6.1, as to which recruitment agency/supplier is deemed to have introduced a Candidate, is final.

7. TERMINATION

7.1 Either party shall have the right to terminate this Agreement with immediate effect in the event of the following: (a) the other party commits an irremediable breach of the terms of the Agreement; (b) the other party is in material breach of any of its obligations hereunder and fails to remedy such breach within 14 days (or such longer period as may be agreed between the parties, acting reasonably) of a notice from the innocent party requiring remedy of the same; (c) a resolution is passed or order made for the winding-up or administration of the other party, otherwise than for the purposes of a corporate reconstruction or amalgamation; (d) a receiver is appointed over the assets of the other party, or any arrangement or composition is made with the receiver appointed over any of the assets of the party, or any arrangement or composition is made with the creditors of the other party; (e) the other party ceases or threatens to cease to carry on business, or suspends payment of all or substantially all of its debts, or is unable to pay its debts as they fall due.

7.2 The Client shall have the right to terminate this Agreement without cause by giving Harrier not less than 30 days prior written notice.

7.3 Termination of this Agreement shall be without prejudice to the rights of either party arising in respect of any breach of this Agreement at any time prior to termination.

7.4 The following provisions shall survive termination of this Agreement: Clause 4.4, Clause 4.5 and Clause 8.

7.5 Upon termination or expiration of this Agreement, the Client (and all its staff) shall immediately cease using the Platform.

8. CONFIDENTIALITY & DATA PROTECTION

8.1 Harrier undertakes to keep confidential all Confidential Information, and not to use Confidential Information for Harrier's own purposes, save that which is: (a) necessary for the proper performance of the Services; (b) already in its possession other than as a result of this clause; or (c) already in the public domain other than as a result of a breach of this clause.

8.2 Disclosure of Confidential Information is however permitted to the extent that the disclosure is: (a) required by law (whereupon Harrier shall immediately notify the Client of such requirement); (b) to any legal/professional advisers of Harrier; (c) to any of Harrier's employees with a reasonable need to know the Confidential Information, provided such employees are made aware of the requirements under this clause; (d) made with the prior consent of the Client.

8.3 Each party warrants and undertakes that it will comply at all times with the Data Protection Law including any subsequent amendments or re-enactments thereof . The parties agree that in respect of the processing of personal data relating to Candidates and Employees, the parties are independent data controllers (such terms as defined in the Data Protection Law).

8.4 Harrier undertakes to take all such steps from time to time necessary to ensure compliance with the provisions of this Clause 8 by its employees, agents and contractors.

9. LIMITATION OF LIABILITY

9.1 All exclusions and limitations in this Agreement shall only apply so far as permitted by law and in particular, nothing shall exclude or restrict liability:

9.1.1 for death or personal injury resulting from the negligence of a party or its employees acting in the course of their employment, or its agents, acting in the furtherance of their duties; or

9.1.2 for fraudulent misrepresentation or other fraud.

9.2 The exclusions and limitations of liability contained in this Agreement shall apply regardless of whether the loss or damage was foreseeable or whether one party notifies the other of the possibility of any greater loss.

9.3 Subject to Clause 9.1, neither party shall in any circumstances be liable to the other party for:

9.3.1 any loss arising from or in connection with loss of profits revenues, contracts or business or failure to realise anticipated savings; or

9.3.2 any loss or damage to goodwill or reputation; or

9.3.3 any indirect or consequential loss or damage however arising.

9.4 Subject to Clause 9.1, the total aggregate liability of one party to the other party for any claims arising out of or in connection with this Agreement, however arising will not exceed the higher of one hundred percent (100%) of the Fees paid by the Client to Harrier in the twelve months prior to the breach occurring or one hundred thousand pounds (£100,000).

10. GENERAL

10.1 Harrier undertakes that in the provision of Services hereunder it will comply with the provisions of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

10.2 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part this Agreement shall continue to be valid as to the other provisions hereof and the remainder of the affected provisions.

10.3 Neither party shall be entitled to assign this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

10.4 No failure or delay on the part of either party in exercising any right under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of

such right preclude any further exercise thereof or the exercise of any other right under this Agreement.

10.5 No amendments or variations of this Agreement shall be effective unless formally set down in writing and signed by duly authorized representatives of both parties.

10.6 Neither Harrier nor the Client is under any obligation to offer work to a Candidate, nor is the Candidate under any obligation to accept any work, which may be offered. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of, or between any performance of this Agreement.

10.7 Notices must be given by hand or pre-paid post to the address set out for each party in this Agreement. Delivery is deemed to occur upon delivery by hand and three business days after posting. Notices should be addressed, in the case of the Client, to:

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10.8 The parties acknowledge and agree that this Agreement constitutes the entire agreement between Harrier and the Client relating to the provision of the Services and supersedes any previous agreement or understanding between the parties in relation to such subject matter.

10.9 Nothing in this Agreement shall constitute or be construed or be deemed to constitute a partnership or joint venture of any kind between the parties to this Agreement (or between the Client and any Candidate) or to authorise either party to act as agent for the other.

10.10 Unless otherwise specified in this Agreement, a person who is not a party to this Agreement has no right under The Contract (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10.11 This Agreement shall be governed and interpreted in accordance with English law, and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

AGREED FOR AND ON BEHALF OF

SIGNED: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

AGREED FOR AND ON BEHALF OF HARRIER SEARCH LTD

SIGNED: _____

PRINT NAME: _____

TITLE: _____

DATE: _____