

# RAMP GLOBAL – AGENCY LICENCE AGREEMENT

## INTRODUCTION

We (**RAMP Global** a trading name of The JobPost Limited, a company registered in England and Wales with registration number 6723374, whose registered office is at 1-2 Paris Garden, Bankside, London SE1 8ND United Kingdom) have agreed to provide you **Billing Entity Name [Agency Name]** with a licence of the Platform subject to these Terms and Conditions.

## 1. Licence

1.1 RAMP Global grants Agency a limited, revocable, non-exclusive, non-transferable and non-sublicensable licence to use the Platform to the termination of this Agreement.

1.2 All rights not expressly granted to Agency are reserved by RAMP Global.

## 2. Contractual relationship between Agencies and Employers

2.1 The Platform enables Agency to contract directly with an Employer based on the Employer's standard terms and conditions (including any modifications to the Agency Terms that may be agreed by Agency directly with an Employer and/or RAMP Global on behalf of an Employer) (**Recruiter Terms**).

2.2 RAMP Global has been appointed by Employers to act as their commercial agent for the purposes of:

2.2.1 concluding legally binding contracts with Agencies in accordance with the Recruiter Terms;

2.2.2 paying Recruiter Charges to Agencies on behalf of the Employer; and

2.2.3 accepting Rebates from an Agency on behalf of the Employer.

2.3 Although RAMP Global will conclude contracts with Agency on behalf of an Employer, such contracts will be made directly between the Employer and Agency. RAMP Global is not responsible for the Recruiter Terms and will not have any liability to Agency or any other person in respect of such terms.

2.4 RAMP Global shall have no obligation to remit Recruiter Charges to Agency on behalf of an Employer or to remit Rebates to Employers until payment has been provided in full by Employer or Rebates have been received in full from an Agency. RAMP Global has the right to set-off any Fees owed by Agency owed to RAMP Global from any Recruiter Charges or Rebates.

2.5 RAMP Global shall not be responsible for resolving any disputes between Employer and an Agency.

## 3. Fees, Recruiter Charges and Rebates

3.1. Agency agrees that all Recruiter Charges owed by an Employer shall be paid by RAMP Global and all Rebates payable to an Employer shall be payable to RAMP Global, in both cases as agent on behalf of the Employer.

3.2. Agency shall pay RAMP Global fees as may be agreed between the parties from time to time either in writing or on the Platform. Any fees payable by the Agency shall be automatically deducted from the Recruiter Charges payable to Agency and shall be non-refundable.

3.3. RAMP Global shall pay any Recruiter Charges received by an Employer (net of any fees payable by Agency) to Agency after receipt of a valid VAT invoice from Agency. Recruiter Charges held by RAMP Global that have not been invoiced by Agency within 6 months after receipt by RAMP Global will be subject to a service fee of 10% per month that shall be automatically deducted from the fees payable to Agency (provided that the service fee shall not exceed the total amount of uninvoiced Recruiter Charges)

## 4. Warranties and Disclaimer

4.1. Agency represents and warrants (and, where applicable, will procure similar representations and warranties from any Users) that:

4.1.1. it will comply with the Code of Conduct and any other policies notified by RAMP Global to the Agency