

TERMS AND CONDITIONS OF BUSINESS

GENERAL

Evolve Consulting (UK) Limited ("Evolve") may from time to time effect introductions between companies, partnerships or other employers ("the Client") and potential employees, contractors and/or partners ("the Applicant"). These terms and conditions of business ("Conditions") apply to such services of introduction provided by Evolve to the exclusion of any terms and conditions whether put forward by or on behalf of the Client in or on its order or otherwise or whether implied by law (insofar as the exclusion of the same is lawful). No alteration to these Conditions will apply unless such alteration is agreed to in writing by a Director of Evolve. These Conditions are deemed to be accepted and agreed to by the Client upon the Client's acceptance of an Applicant for interview.

1 INTRODUCTION

An "introduction" means any notification whether written oral or otherwise by Evolve to a Client and/or Applicant of the other's requirements, current or potential.

2 FEE CALCULATION

- 1 Fees shall be payable pursuant to these Conditions by the Client to Evolve if following an introduction of the Applicant to the Client the Applicant provides services to Client whether as an employee, contractor or otherwise within nine months of the date of introduction ("employment").
- 2 Save where otherwise expressly provided fees payable hereunder shall be calculated as a percentage of the projected guaranteed annual gross taxable remuneration of each Applicant in the first year of employment, which shall include salary and/or profit share together with any bonuses, shift allowances, guarantees or similar taxable allowances ("the projected remuneration"). Where for whatever reason the projected remuneration in the first year of employment cannot be agreed by Evolve and the Client, Evolve shall be entitled reasonably to calculate the fees payable by the Client using its own calculations of the said projected remuneration and in those circumstances such calculation shall constitute the projected remuneration for the purposes of Condition 2.6.
- 3 Where a company car is provided to an Applicant this will be considered to be equivalent to an amount of remuneration of £3,000 per annum.
- 4 The Client undertakes to inform Evolve promptly in writing of the terms of employment agreed with any Applicant introduced by Evolve and to provide such information in writing as may be necessary to permit Evolve to calculate the fees payable.
- 5 Evolve reserves the right to charge an additional fee based upon actual total remuneration (including salary and/or profit share, bonuses, shift allowances, guarantees, taxable allowances and additional remuneration attributable to a car) in the first year of employment of an Applicant when such actual total remuneration is materially different from the projected remuneration used in calculating the fees. The Client undertakes to supply Evolve with such information in writing as may be necessary to calculate such additional fee.
- 6 A fee, calculated as a percentage of the projected remuneration, will be charged for the introduction of an Applicant as follows:-

Total projected remuneration	£0-£19,999	20% of the total
Total projected remuneration	£20,000-£24,999	22.5% of the total
Total projected remuneration	£25,000-£29,999	25% of the total
Total projected remuneration in excess of	£29,999	30% of the total

3 PAYMENT

- 1 All fees will become due and payable forthwith upon commencement of employment by the Applicant with the Client and the Client agrees to notify Evolve forthwith of any offer of employment which it makes to the Applicant together with details of the Applicant's acceptance thereof save that where Evolve undertakes a client paid, advertised campaign, 25% of the relevant fee shall become payable on instruction to recruit and 25% on presentation of a short list and such amounts shall be non-refundable. The balance of the fee shall be payable thereafter in the usual manner as here provided.
- 2 All fees are calculated exclusive of VAT and will bear VAT (which shall be paid by the Client) at the applicable rate at the relevant tax point.
- 3 Evolve shall be entitled to invoice at any time after the [commencement of employment by the Applicant with the Client]. Invoices are payable within 14 days of the date of the invoice and without prejudice to any other rights or remedies available to Evolve. Evolve reserves the right to charge interest on fees unpaid at the rate of four per cent above National Westminster Bank Plc's base lending rate (from time to time) on a day-to-day basis on all monies outstanding (both before and after any judgement) from the due date for payment until the actual date of payment.

4 OTHER TERMS

- 1 **Guarantee** - The Client will receive a credit or refund of a sum equal to 12.5% of the fee payable to Evolve net of VAT for each full week calculated starting on the day that employment is terminated up to and including the end of the eighth week after the day that the employment commenced provided that:
 - (i) Evolve's fee in respect of the introduction of the Applicant has been paid in full within 14 days of the due date for payment; and
 - (ii) the Applicant's contract has been terminated or the Applicant has been dismissed for good cause from the employment within 8 weeks of commencement of employment; and
 - (iii) the Client notifies Evolve in writing of the termination of employment or dismissal within seven days thereof; and
 - (iv) neither the Client nor any associate, nor subsidiary nor parent undertaking (nor subsidiary of such parent) of the Client engages the Applicant in employment within six months of the date of dismissal or termination of employment; and
 - (v) the termination of employment or dismissal is not due to redundancy, nor to the liquidation, bankruptcy, dissolution or amalgamation of the Client.Where the Applicant's introduction is a result of a client paid, advertising campaign then, subject to the conditions at 4.1 (i) - (v) above being satisfied, the Client will receive a credit or refund of a sum equal to 12.5% of the fee resulting after deduction of the non-refundable sums referred to in Condition 3.1 for each full week calculated starting on the day that the employment is terminated up to and including the end of the eighth week after the day that the employment commenced. In this Condition "associate" shall have the meaning given to it in section 435 of the Insolvency Act 1986. "Parent subsidiary" and "undertaking" shall have the meanings given to them in sections 258 and 259 of the Companies Act 1985.
- 2 **References** - The Client will be responsible for taking up references, the confirmation of qualifications and ascertaining the suitability and skill of the Applicant prior to engagement. The Client will also be responsible for arranging any medical examination or other investigations of the Applicant and for obtaining any work or other permits.
- 3 **Privacy** - The benefit of any introduction made by Evolve is confidential and shall not be assignable by the Client. A Client who discloses to another, any details of any Applicant and/or the disclosure concerning the introduction of an Applicant to the Client will be charged the appropriate fee, as set out above, if employment results.
- 4 **Warranty** - In effecting introductions Evolve is obliged to rely upon the good faith of applicants. No representation or warranty is made that any Applicant is or will be available to fill a situation.
- 5 **Liability**
 - (i) Whilst Evolve endeavours to match the suitability of the Applicant with the needs of the Client, Evolve accepts no responsibility for any information or nor makes any representation concerning an Applicant to whom the Client may be introduced including without limitation information on the history, character, age, capability or suitability of any Applicant. Evolve will not be liable to the Client for any loss, damage, costs, claims, liability or expenses suffered or incurred by the Client arising out of or in connection with, the recruitment and/or employment of any Applicant by the Client.
 - (ii) Evolve shall not be liable to the Client in contract tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage which the Client may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the contract by Evolve, its servants or agents [in a sum greater than the fees].
 - (iii) Evolve shall not be liable to the Client in contract tort (including without limitation negligence) and/or breach of statutory duty for any loss of profit, loss of business or for any indirect or consequential (including economic) loss of any kind which the Client may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the contract by Evolve, its servants or agents.
 - (iv) For the avoidance of doubt Evolve does not exclude liability in respect of death or personal injury arising out of its own negligence or its servants or agents.
 - (v) Nothing in this Condition 4.5 seeks to exclude liability for fraudulent representation made by Evolve.
- 6 **Jurisdiction** - All contracts between Evolve and the Client subject to these Conditions shall be governed by the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.