



ANNEX 5 – TALENT ACQUISITION SERVICES

This Annex 5 forms an integral part of and should be read in conjunction with the Topsource Worldwide Group Service General Terms and Conditions which shall regulate the services contained under this Annex 5 in relation to any aspects not specifically covered hereunder.

This Annex 5 covers all the specific terms and conditions applicable to the UK and Global TALENT ACQUISITION SERVICES.

1. DEFINITIONS

1.1 The following terms shall have the meaning as described therein:

1.1.2 Candidate: shall mean the individual sourced by Topsource on the basis of the written instructions provided by the Client for the purposes of the provision of the Services under the relevant Order.

1.1.3 Employment: shall mean when a successful Candidate as introduced by Topsource to the Client enters into an employment agreement with the Client.

1.1.4 Introduction: the introduction of a Candidate to the Client by Topsource.

1.1.5 Introduction Fee: the applicable fee for Topsource Talent Acquisition Services charged and invoiced in accordance with clause 5 below.

1.1.6 Remuneration: any gross annual salary offered to the Candidate under the recruitment process.

1.1.7 SLA: any service level agreement as agreed in writing by the Parties in the relevant Order or via email applicable to the delivery of the services

2. SERVICES

2.1 Topsource shall provide to the Client Talent Acquisition Services which will consist in the strategic HR support to the Client for the identification, evaluation of individuals who align with the Client's organisation's goals and culture as confirmed in writing by the Client and introduction of such individual to the Client for the purposes of an employment offer between the Client and the successful Candidate.

2.2 The Parties acknowledge that the scope of services related to the Talent Acquisition Services will be detailed in the agreed Order.

2.3 Any services which are not specifically determined in the relevant Order shall be agreed in writing with the Client and Topsource shall not commence any such services without Client's written approval.

3. TOPSOURCE OBLIGATIONS

3.1 In accordance with and reference to the Service as agreed under the relevant Service Order Form Topsource shall:

3.1.1 support the Client to the best of its ability, applying the highest professional standards.

3.1.2 comply with all applicable laws and regulations.

3.1.3 use its best endeavours to locate, screen, interview and test a suitable Candidate and present this Candidate to the Client.

3.1.4 provide another Candidate at no extra cost to the Client in the event of termination within twelve (12) weeks of the Candidate commencing Employment or the Candidate not commencing the Employment on the agreed start date.

3.2. In circumstances where the Candidate is made redundant before the expiry of twelve (12) weeks from the date of commencement of the employment, Topsource is not obliged to provide a replacement.

4. OBLIGATIONS OF THE CLIENT

4.1. Notwithstanding clause 3.1.3., it is the Client's obligation to finally select the successful Candidate from the pool of recommended Candidates as provided by Topsource for the purposes of offering the Employment.

4.2. Unless otherwise expressly agreed in the relevant Order, the Client is responsible for any background checks including but not limited to the arrangement of medical examinations and/or investigations into the medical history of any Candidate and satisfying any medical and other requirements, qualifications or permission required for the Candidate to work.

4.3. The Client shall enable Topsource to comply with its obligations set forth in clause 3 and undertakes to provide Topsource all necessary details of the position which the Client seeks to fill.

4.4. The Client accepts that the request for interview or any other communication related to the recruitment process with the Candidate shall be conducted through the Topsource. Should the Client violate the provision of this clause, all fees as per provision 5.1. will still be due to Topsource.

4.5. The Client agrees to:

4.5.1. notify Topsource within five (5) working days of the terms of any offer of Employment which it makes to the Candidate;

4.5.2. notify Topsource within five (5) working days that its offer of Employment to the Candidate has been accepted and to provide details to Topsource of the Remuneration agreed with the Candidate together with a redacted copy of the contract as requested by Topsource.

5. FEE AND PAYMENT TERMS



5.1. The Introduction Fee, payable to Topsource by the Client for the Services rendered, equals to either 20% of the Remuneration applicable during the first twelve (12) months of the Employment, or to the amount detailed and set forth in the applicable Order.

5.2. Such fee shall be paid within thirty (30) days of the date of Topsource's invoice which shall be rendered once the Candidate agrees to commencing the Employment, by either signing the employment contract or Employment confirmation or within the time frame specified in the Order.

5.3 In instances where the Candidate has been introduced to the Client, the Client is still liable for the Introduction Fee if the Client engages the Candidate within the period of twelve (12) calendar months from the date of the Introduction.

5.4 The Client agrees to notify Topsource of such a hire within five (5) days, during which Topsource will issue the invoice for the Introduction Fees with payment due as per clause 5.2.

5.5. Should the Client fail to comply with the obligations under provision 4.5.2, Topsource will apply interest of 10% of the Introduction Fee for every month from the date of hire to the date that it came to Topsource's knowledge that the Candidate has been hired by the Client.

5.6 The Provisions of this Agreement set forth in clause 4, and any remedies for the breach thereof, shall survive the termination of this Agreement under the terms hereof for a period of one (1) year beyond termination or expiration hereof unless otherwise stated in this Agreement or any applicable Orders.

6. APPLICATION VIA A RECRUITMENT AGENT AND DIRECT APPLICATION

6.1 For the purpose of this Agreement, Topsource is deemed to have introduced the Candidate to the Client on presentation of the Candidates CV and or if Topsource has arranged an interview between the Candidate and the Client.

6.2. The Client accepts that Topsource Fees are due notwithstanding the subsequent presentation of the Candidate to the Client directly or by another recruitment agent.

6.3. The Client therefore undertakes to inform Topsource in written form within two (2) days of learning the Candidate's name (also by telephone) if that Candidate had already been presented directly or by another recruitment agent.

6.4. Failure to comply with this requirement shall constitute a waiver of rights under this clause by the Client and the Client's obligation to pay all fees and expenses occurred by Topsource.

7. INTRODUCTIONS TO THIRD PARTIES

7.1. Introduction of Candidates is strictly confidential and disclosure of Candidate's details to third parties by the Client will be deemed to be a "Third Party Introduction", consequently if a Candidate is engaged by that third party within twelve (12) months of Topsource Introduction of the Candidate to the Client, the Client will be liable to Topsource for payment of an Introduction Fee in accordance with clause 5.

8. CONFIDENTIALITY AND IP RIGHTS

Topsource retains copyright covering any methodology and internal processes used for the production of any report, letter or documentary advice or information created and produced by Topsource. The Client acknowledge that any letter, document or report as produced and provided by Topsource shall be for the sole use of the Client and shall not be provided to any third-parties by the Client without Topsource prior written consent.

9. TERMINATION

Parties can terminate this Agreement by providing 30 days written notice at any time. Topsource will invoice for the services performed, for the time allocated, disbursements and expenses outstanding at the date of the termination of the Agreement (including any of the aforementioned incurred during any notice period).

10. LIMITATION OF LIABILITY

10.1 Topsource shall take reasonable skill and care in the provision of services to the Client and acknowledge that it may be liable to the Client for any proven losses, damages, cost or expenses ("losses") caused by Topsource's negligence, breach of contract, fraud or wilful default.

10.2 Subject to clause 10.1, Topsource's liability under any relevant Order, whether in respect of breach of contract, tort (including negligence), breach of statutory duty or otherwise, shall in no event exceed the fees paid in the relevant calendar year. For the avoidance of doubt, Topsource will not be liable if such losses are due to the provision of false, inaccurate, misleading or incomplete information or documentation or due to the acts or omissions of any person other than Topsource. Where any damage or loss is suffered by the Client for which Topsource would otherwise be jointly and severally liable with any third parties, the extent to which such loss shall be recoverable by the Client from Topsource as opposed to the third party, shall be limited so as to be in proportion to Topsource's contribution to the overall fault for such proven damage or loss, as agreed between the Parties, or in the absence of agreement, as finally determined by the English court of competent authority.

10.3 The Client hereby acknowledges and agrees that Topsource shall in no event be held responsible for the performance of the Candidate selected by the Client to commence the Employment.

11. SUB-CONTRACTING

If and when applicable, Topsource shall be entitled to sub-contract any part of the services being provided to any third party. In such event Topsource shall remain responsible for the services being provided.