



July 2019

The Recruitment Business

- and -

TrafficCake Limited t/a StatusCake.com

**AGREEMENT FOR PROVISION BY THE RECRUITMENT BUSINESS OF (1) AGENCY SERVICES FOR
PERMANENT STAFF AND NON-PERMANENT STAFF AND (2) THE SUPPLY OF TEMPORARY WORKERS**



THIS AGREEMENT is made on the 9th day of July 2019.

BETWEEN

- (1) [Example Limited], a company incorporated under the laws of England and Wales and whose registered office is situated at [company registered address] (the “**Recruitment Business**”); and
- (2) **TrafficCake Limited**, a company incorporated under the laws of England and Wales and whose registered office is situated at Third Floor, 12 East Passage, London EC1A 7LP (“**StatusCake**”)

each a “**Party**” and together the “**Parties**”.

1 Definitions and Interpretation:

1.1 In this Agreement:

"Agreement" means this agreement (including without limitation any and all Schedules attached hereto) relating to the supply of Services to StatusCake by the Recruitment Business;

"Candidate" means a client of the Recruitment Business introduced by the Recruitment Business to StatusCake as suitable for employment or engagement by StatusCake;

"Confidential Information" means the terms of this Agreement and any information which is disclosed by StatusCake to the Recruitment Business or to any Candidate whether in writing or orally and whether or not expressed to be confidential;

"Effective Date" means the date of this Agreement;

"Engagement Date" means the date of commencement of employment by StatusCake of a Permanent Employee or Non-Permanent Employee, or the start date of a Temporary Worker;

"Fee" means, in relation to any specific Candidate, the commission to be paid to the Recruitment Business by StatusCake pursuant to this Agreement as a result of the Candidate becoming a Permanent Employee or Non-Permanent Employee, or the Candidate being engaged by StatusCake as a Temporary Worker, but excluding VAT thereon;

"Non-Permanent" means a Candidate employed by StatusCake on a fixed term



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| "Employee" | PAYE basis; |
| "Permanent Employee" | means a Candidate who becomes a permanent employee of StatusCake; |
| "Rebate" | means, in relation to any specific Employee or Non-Permanent Employee, a rebate to be paid by the Recruitment Business to StatusCake as set out in Schedule B; |
| "Regulations" | means the Conduct of Employment Agencies and Employment Businesses Regulations 2003; |
| "Services" | means all recruitment services provided by the Recruitment Business in relation to the sourcing of Permanent Employees and Non-Permanent Employees or the supply of Temporary Workers to StatusCake during the term of this Agreement including without limitation those detailed in the SLA; |
| "Service Level Agreement" or "SLA" | means the service level agreement in Schedule A; |
| "Starting Salary" | means in relation to a specific Employee or Non-Permanent Employee, the basic annual salary to be paid to such Employee or Non-Permanent Employee as at the Engagement Date but excluding all other benefits to which that Employee or Non-Permanent Employee shall be entitled including but not limited to relocation costs, pension entitlement, share options entitlement, bonus (whether or not discretionary) insurance benefits and car allowances; |
| "Temporary Worker" | means a Candidate supplied either as a limited company contractor or as a temporary worker taxed on a PAYE basis by the Recruitment Business; |
| "Working Day" | means any day (other than a Saturday or Sunday) when banks are generally open for normal business in London, England. |

1.2 The Clause and Schedule headings are for convenience only and shall not affect the interpretation of this Agreement.

1.3 References to Clauses are, unless the context otherwise requires, to Clauses of this Agreement.



- 1.4 References to the singular include the plural and vice versa, and references to one gender include the other gender.
- 1.5 References to either Party shall, where relevant, be deemed to be references to or to include, as appropriate, their respective lawful successors, assigns or transferees.
- 1.6 References to the masculine shall include the feminine (as the context shall require).
- 1.7 Any phrase introduced by the expressions "including" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 Unless specifically provided to the contrary all notices under this Agreement shall be in writing.
- 1.9 Where this Agreement refers to a party using its "best endeavours", this shall mean making every effort that the party concerned can in accordance with industry standard practice, consistent with the objective to be achieved (and taking into account any time scale within which it is aimed to achieve the objective concerned), and taking due regard to the materiality of the obligation and including: (a) the allocation and use of a reasonable amount of resource (in manpower, technological, financial and other terms) to achieve the relevant objective within any applicable time scale; (b) obtaining any further information necessary to enable the achievement of the objective; and (c) co-operating with others to the extent necessary.

2 Engagement

- 2.1 The terms and conditions contained within this Agreement shall govern the supply by the Recruitment Business to StatusCake of the Services to the exclusion of all other terms and conditions whatsoever, including without limitation any standard terms for the supply of Recruitment Business services that may be used from time-to-time by the Recruitment Business. For the avoidance of doubt, these terms shall take precedence over any of the Recruitment Business's terms and conditions that may be communicated to StatusCake or any of its members of staff in the course of providing the Services. Further, this agreement will take precedence over any other contract, agreement or understanding between the parties held previous to this Agreement.
- 2.2 StatusCake hereby engages the Recruitment Business on a non-exclusive basis to supply, and the Recruitment Business hereby agrees to supply to StatusCake, the Services according to the terms of this Agreement.
- 2.3 The Recruitment Business shall be entitled to act on behalf of StatusCake to the extent set out in this Agreement and in particular Schedule B.
- 2.4 In accordance with the Regulations the Recruitment Business is engaged by StatusCake for the purpose of sourcing Permanent Employees and Non-Permanent Employees, and as an employment business for the supply of Temporary Workers.

3 Recruitment Business's Status



3.1 Notwithstanding the provisions of Clause 2.4 above, the Recruitment Business acts in all its contracts as a principal at law and neither party is an agent, representative or partner of the other party. The Recruitment Business has no right, power or authority to (i) enter into any agreement for or on behalf of StatusCake; (ii) incur any obligation or liability on behalf of StatusCake; and/or (iii) to otherwise bind StatusCake.

3.2 This Agreement shall not be interpreted or construed to create an employment relationship, an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon either party.

4 Financial Provisions

4.1 The Recruitment Business shall be entitled to Fee in relation to any Candidates who become a Permanent Employee or Non-Permanent Employee, calculated as a percentage (%) of the Starting Salary as set out in Schedule C.

4.2 The Recruitment Business shall charge a Fee for each Temporary Worker supplied to StatusCake at the rates set out in Schedule C.

4.3 StatusCake shall be entitled to a Rebate calculated in accordance with Schedule C if the Candidate hired as a Permanent Employee or Non-Permanent Employee terminates his/her contract of employment or where StatusCake terminates such contract (except in a situation of unfair dismissal or redundancy) within sixteen weeks (16) from the Engagement Date.

4.4 Without prejudice to Clause 8 below, If at any time within one (1) calendar year of the Engagement Date the Permanent Employee or Non-Permanent Employee terminates his/her contract of employment as a result of the Recruitment Business introducing such Permanent Employee or Non-Permanent Employee to a third party, StatusCake shall be entitled to a Rebate in accordance with Schedule C below.

4.5 StatusCake shall have no liability whatsoever, whether to the Recruitment Business or any Candidate, in relation to any costs, charges or expenses other than the Fees set out in Schedule C unless such costs, charges or expenses have been expressly agreed in writing in advance (including without limitation the expenses incurred by a Candidate in attending an interview with StatusCake and any advertising costs incurred by the Recruitment Business).

4.6 The parties agree that if a Candidate has not become an Employee, Non Permanent Employee, or a Temporary Worker on the expiry of six (6) months from the date of submission of a CV from the Recruitment Business to StatusCake, then StatusCake shall have no liability to the Recruitment Business in relation to that particular Candidate.

4.7 The Recruitment Business acknowledges that StatusCake shall have no any liability to pay any Fees in relation to any Candidate who is deemed, pursuant to Clause 6.1, not to have been introduced to them by the Recruitment Business.



- 4.8 Fees payable under this Clause 4 shall be invoiced by the Recruitment Business to the nominated person and address as set out in Schedule C at the end of the month in which the appropriate Engagement Date takes place and shall be payable within thirty (30) days of receipt of a properly addressed, valid and appropriate invoice.
- 4.9 Fees to be rebated under this Clause 4 shall be notified in writing to the Recruitment Business by StatusCake and shall be payable within fourteen (14) days of the receipt of such notice by the Recruitment Business.
- 4.10 In relation to any invoice raised by the Recruitment Business pursuant to Clause 4.8, StatusCake shall be entitled to deduct from the amount payable any Rebate outstanding at the date of receipt by StatusCake of such invoice.
- 4.11 All Fees and Rebates payable under this Agreement shall be exclusive of VAT which, where applicable, shall be payable upon receipt of a valid VAT invoice.
- 4.12 The Recruitment Business shall use its best endeavours facilitate the conversion of a Temporary Worker to a Permanent Employee for any Temporary Worker who, following a request to this effect from StatusCake, wishes to become a Permanent Employee.
- 4.13 In relation to any such conversion referred to in Clause 4.12 StatusCake shall pay the temporary to permanent conversion Fee as detailed in Schedule C. For the avoidance of doubt, if conversion takes place after the first anniversary from the Engagement Date, StatusCake shall not be liable for the payment of any such Fee.
- 4.14 This Clause 4 and Schedule C sets out StatusCake's entire liability for (a) any transfer or introduction fees in accordance with Regulation 10 of the Regulations and (b) the performance of the Services by the Recruitment Business.

5 Services

- 5.1 The Recruitment Business shall, in relation to the introduction to StatusCake of any Candidate, obtain the Candidate's prior consent to the submission of his/her CV or any other personal data to StatusCake and make all introductions in accordance with the SLA

6 Multiple Introductions

- 6.1 In the event that StatusCake receives details relating to any Candidate from more than one recruitment business, StatusCake shall accept the Candidate from the recruitment business that sent the CV through first (as determined by the date and time of receipt of the appropriate email when received by StatusCake). StatusCake reserves the right to reject all CVs that are not received in accordance with the agreed procedure. For the avoidance of doubt, the submission of a candidate's CV for a job which, in the sole opinion of StatusCake the candidate is inappropriate shall not count for the purposes of this Clause 6.

7 Warranties



- 7.1 The Recruitment Business warrants to StatusCake that:
- 7.1.1 it has all power and authority to enter into this Agreement;
 - 7.1.2 it will use best endeavours to ensure the accuracy and completeness of any information it supplies to StatusCake;
 - 7.1.3 it will ensure compliance with the Agreement;
 - 7.1.4 it will not introduce to StatusCake any Candidate in relation to whom it is aware of any matter that might reasonably deter StatusCake from offering employment to such Candidate;
 - 7.1.5 it will only communicate in carrying out the Services with employees of StatusCake who have been identified to the Recruitment Business as dealing with a particular recruitment activity and will not in particular make contact in any way whatsoever with any other employee or contractor of StatusCake without express written consent from a member of StatusCake's board of directors;
 - 7.1.6 any screening and selection of candidates by the Recruitment Business on behalf of StatusCake will be in accordance with all applicable laws, standards and regulations;
 - 7.1.7 it shall comply with any requirements contained in the Regulations;
 - 7.1.8 it shall provide the Services with all reasonable skill, care and diligence, and in accordance with best industry practice;
 - 7.1.9 it can perform its obligations under this Agreement;
 - 7.1.10 if at any time during this Agreement, the Recruitment Business becomes aware of anything that may prevent it from performing its obligations hereunder, the Recruitment Business shall immediately (but in any event no later than twenty-four (24) hours after becoming aware of the same) notify StatusCake in writing of the same and StatusCake shall upon receipt of such notification be entitled to terminate this Agreement forthwith; and that
 - 7.1.11 it shall not allow any director, employee, officer, agent, shareholder and/or sub-contractor to make any defamatory or derogatory statements or take part in any activities in any manner which might, in the reasonable opinion of StatusCake, be or likely to be derogatory to or detrimental to the reputation, image or goodwill of StatusCake.

8 Non-Solicitation

- 8.1 The Recruitment Business shall not, either during the term of this Agreement, or within a period of eighteen (18) months following its termination, entice away directly from StatusCake any person who is at such time an employee of StatusCake or contracted to or engaged (either directly or indirectly) by StatusCake. In the event of a breach of this Clause 8.1, the Recruitment Business shall pay StatusCake an amount equivalent



to twelve (12) month's salary or fees or any remuneration, by whatever name it may be called, which was paid to such person solicited and such amount shall be considered a genuine pre estimate of StatusCake's losses (including but without limitation the costs of replacing such employee and his/her training).

9 Confidentiality

9.1 Each party agrees and undertakes that during the term of this Agreement and in perpetuity thereafter it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party any information of a confidential nature (including without limitation trade secrets and information of commercial value) which may become known to that party from the other party ("**Confidential Information**") unless the information is public knowledge or already known to that party at the time of disclosure or subsequently becomes public knowledge other than by breach of this Agreement or subsequently comes lawfully into the possession of that party from a third party.

9.2 Without limitation, the obligations of confidentiality under this Clause 9 include not passing on to another recruitment business or any other person, without StatusCake's prior written authority, the identity of any Candidate or the content of any list(s) prepared for the purpose of an instruction. This restriction will not apply if the Recruitment Business is required by law or by a regulatory authority to disclose such information or where it enters the public domain save by any breach of duty by the Recruitment Business. Where the Recruitment Business is so required to disclose confidential information, it shall inform StatusCake of such requirement prior to disclosing the information. This obligation shall survive the termination of any instruction.

9.3 To the extent necessary to implement the provisions of this Agreement each party may disclose the Confidential Information to those of its employees and sub-suppliers as may be reasonably necessary or desirable or with StatusCake's express consent as in Clause 9.2 above provided that before any such disclosure each party shall make those employees and sub-suppliers aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance by those employees and sub-suppliers with them.

9.4 The Recruitment Business hereby undertakes to notify StatusCake promptly of any unauthorised use, copying or disclosure of any Confidential Information of which it becomes aware, and to provide reasonable access to StatusCake to terminate and mitigate the effects of each such unauthorized use or disclosure.

9.5 StatusCake hereby undertakes to notify the Recruitment Business promptly of any unauthorized use, copying or disclosure of any Confidential Information of which it becomes aware and to provide reasonable access to the Recruitment Business to terminate and mitigate the effects of each such unauthorized use or disclosure.

10 Data Protection

10.1 The Recruitment Business acknowledges that in providing the Services the Recruitment Business will be acting as a Data Processor processing personal data on behalf of the Data Controller, StatusCake, as each of those terms are defined under the Data Protection Act 1998 (the "**DPA**").



10.2 Both parties shall and will ensure that their employees and agents shall observe the requirements of the DPA and any amendments or revisions thereto in relation to personal data, and shall comply with any request made or direction given by the other which is directly due to the requirements of the DPA.

10.3 As the Data Controller, StatusCake is responsible for handling subject access requests under the DPA. To ensure that subject access requests can be handled within the time limits defined by the DPA the Recruitment Business will provide StatusCake with all information the Recruitment Business is holding related to a living individual within fourteen (14) days at no cost. Should the Recruitment Business receive a subject access request for Personal Data the Recruitment Business is processing under this Agreement it must inform the subject requesting such access that StatusCake is the Data Controller and that such requests should be sent to the Data Controller.

10.4 The Recruitment Business shall use all reasonable endeavours to co-operate with a request from StatusCake to transfer any personal data provided such transfer is in accordance with the DPA and/or good industry practice.

11 Security

11.1 This Clause 11 relates to all data (the "**Secure Data**") under this Agreement (including without limitation Personal Data).

11.2 The Recruitment Business will only process the Secure Data for the purposes specified in this Agreement. All information generated as a result of this processing remains StatusCake's property. Save where the Recruitment Business's dealings with the Secure Data are specified by this Agreement, the Recruitment Business shall act only on instructions from StatusCake in respect of the Secure Data and shall not otherwise read or in any way examine the Secure Data.

11.3 Except as required for the performance of the Recruitment Business's obligations under this Agreement, the Recruitment Business shall not retain any copy, abstract, précis or summary of any of the Secure Data. On termination of this Agreement the Recruitment Business will either destroy the Secure Data and/or return it as requested by StatusCake.

11.4 The Recruitment Business will not sub-contract any processing or give any third party access to any of the Secure Data without StatusCake's prior written consent. The Recruitment Business shall be responsible for the acts and omissions of such subcontractor or third party as the Recruitment Business is for its own acts and omissions.

11.5 The Recruitment Business shall implement reasonable technical and organisational security measures in accordance with best industry practice. The Recruitment Business warrants that it has in place appropriate technical and organisational data security measures and levels of security in accordance with best industry practice appropriate to the nature of the Services.

11.6 The Recruitment Business shall report forthwith to StatusCake all security incidents, which resulted in or could have resulted in a compromise of the confidentiality, integrity or availability of the Secure Data. The



Recruitment Business shall also report forthwith to StatusCake all security incidents, which resulted in or could have resulted in breach of this Agreement and relevant legislation, regulation and/or codes of conduct.

11.7 The Recruitment Business will only give law enforcement agencies, private litigants and similar bodies access to the Secure Data when legally obliged to do so by Court Order or similar instrument. For the avoidance of doubt the receipt of a Data Protection exemption form from a law enforcement entity is not sufficient ground for the Secure Data to be released by the Recruitment Business. The Recruitment Business will immediately notify StatusCake of any law enforcement access requests unless such notification is unlawful.

12 Term and Termination

12.1 This Agreement shall commence on the Effective Date and shall (subject to earlier termination pursuant to this Clause 12) terminate automatically renew twelve (12) months after the Effective Date (the “**Initial Term**”) unless StatusCake selects in writing at least one (1) month prior to the end of the Initial Term to terminate this Agreement.

12.2 The Parties shall each have the right to terminate this Agreement by written notice having immediate effect if any of the following events occurs:

12.2.1 the Recruitment Business is in breach of Clause 8 of this Agreement (in which case only StatusCake shall have the right to terminate);

12.2.2 the other party is in material breach of any of its obligations hereunder, including but without limitation the SLA, and in the case of a remediable breach fails to remedy within fifteen (15) days of receipt of a notice requiring that the breach be remedied;

12.2.3 any resolution is passed or order made for the winding-up or administration of the other party otherwise than for the purposes of a reconstruction or amalgamation;

12.2.4 a receiver is appointed over any of the assets of the other party or any arrangement or composition is made with the receiver appointed over any of the assets of the other party or any arrangement or composition is made with the creditors of the other party; or

12.2.5 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.

12.3 The parties shall each have the right to terminate this Agreement without cause by giving the other not less than thirty (30) days’ written notice.

12.4 StatusCake may, at its sole discretion, terminate the supply of a Temporary Worker immediately if, in its sole opinion, he/she proves to be unsatisfactory to perform the role.

12.5 Termination of this Agreement pursuant to this Clause 12 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.



13 Limitation of Liability

- 13.1 StatusCake's total liability under or in relation to the Agreement (whether such liability arises due to negligence, tort, breach of contract, breach of statutory duty, misrepresentation or for any other reason) shall be limited to an amount equal to the total Fees paid by StatusCake to the Recruitment Business in the last twelve (12) months under this Agreement.
- 13.2 StatusCake does not accept any liability under or in relation to this Agreement or its subject matter (whether such liability arises due to negligence, tort, breach of contract, breach of statutory duty, misrepresentation or for any other reason) for any indirect loss or damage, consequential loss or damage, or special loss or damage. For the purposes of this Clause 13.2 the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

14 Indemnity

- 14.1 The Recruitment Business indemnifies and shall keep indemnified StatusCake in full on demand against all liabilities, losses, claims, costs and expenses (including without limitation legal expenses) which StatusCake may incur arising directly or indirectly from or in connection with any claim made or threatened as a result of the Recruitment Business has:
- 14.1.1 exceeded the authority granted to it hereunder this Agreement, including but not limited to Schedule B;
 - 14.1.2 breached its data protection duties under this Agreement, including but not limited to those contained in Clause 10 above;
 - 14.1.3 breached its security duties under this Agreement, including but not limited to those contained in Clause 11 above.
- 14.2 The Recruitment Business indemnifies and shall keep StatusCake in full on demand against all liabilities, losses, claims, costs and expenses (including without limitation legal expenses) which StatusCake may incur arising directly or indirectly from or in connection with any claim made or threatened by or on behalf of any Temporary Worker on the grounds that the Temporary Worker is, was or is alleged to have been or to have become an employee of StatusCake in connection with the supply of such Temporary Worker to StatusCake by the Recruitment Business including without limitation the termination of employment or engagement of the Temporary Worker by StatusCake; or otherwise relating to the supply of such Temporary Worker to StatusCake by the Recruitment Business.

15 Force Majeure

- 15.1 Neither Party will be liable for any breach of this Agreement due to any cause beyond that Party's control including, but not limited to an act of God; insurrection or civil disorder; war or military operations; national or local emergency; fire, explosion, flood or the act or omission of any party for whom the Party affected is not responsible and which is beyond the affected Party's control (including other telecommunications service



providers). The affected Party will use all reasonable endeavours to bring the event to an end or find a solution by which the Agreement may be performed despite the event.

15.2 If the affected Party is prevented from performing its obligations for a continuous period in excess of two (2) months either Party may terminate this Agreement immediately by serving written notice on the other Party, in which case neither Party has any liability to the other except as regards rights and liabilities which have already accrued which will continue to subsist or are expressed to continue beyond the termination of this Agreement.

16 General

16.1 This Settlement Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Settlement Agreement or its subject matter or formation.

16.3 A person who is not a party to this Settlement Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Settlement Agreement.

16.4 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of the executed signature page of a counterpart of this Settlement Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.

16.5 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.6 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 provision.

16.7 Nothing in this Agreement shall (except as expressly provided) be deemed to constitute a partnership, or create a relationship of principal and agent for any purpose between the Parties.

16.8 The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law shall constitute a waiver of that right, power or remedy. If a Party waives a breach of any provision of this Agreement this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

16.9 Neither party is entitled to transfer or assign this Agreement without the other's prior written consent, such consent not to be unreasonably withheld.



16.10 All disputes between the parties arising out of or relating to this Agreement or the breach, termination or validity thereof shall be referred by either party in writing, first to each party's representative. The representatives shall meet and attempt to resolve the dispute within a period of thirty (30) days from the date of referral of the dispute to them.

16.11 The rights, powers and remedies provided in this Agreement are (unless provided otherwise in this Agreement) cumulative and not exclusive of any rights, powers and remedies provided by law, or otherwise.

16.12 Each Party shall bear its own costs and expenses in connection with the preparation, negotiation and execution of the Agreement.

IN WITNESS whereof the parties acting by their duly authorised officials have set their hands the day and year first before written.

Signed by _____

For and on behalf of

[Example Limited]

.....

Date.....

For and on behalf of

TrafficCake Limited t/a StatusCake.com

.....

Date.....



Schedule A – Service Level Agreement

1-1 Objective

The objective of the Service Level Agreement is to provide a mechanism and set of criteria by which to manage and objectively assess the delivery of competent, quality personnel of a permanent, fixed-term contract or temporary nature. Many of those personnel will be the key to the successful and timely completion of works and the surety of supply is fundamental to the successful delivery.

This will be achieved by:

- Developing a common understanding of the agreement aims against the long term vision and strategy;
- Open book philosophy with an emphasis on openness and honesty;
- Reliability;
- Enhanced trading and market share;
- Encouraging motivation to achieve the established targets through challenge and support;
- Generous listening and relevant communication;
- Total commitment to continuous improvement and a common approach;
- Carrying out benchmarking to ensure that market levels of service are exceeded;
- Provision of quality management information and market intelligence;
- Timely and appropriate invoice management.

1-2 Key Criteria – Obligations of the Recruitment Business

- The Recruitment Business will allocate an Account Manager as a single point of contact for StatusCake.
- Services will be delivered by the Recruitment Business from Monday to Friday between the hours of 09.00hrs and 18.00hrs in accordance with best industry practice under the code of the REC (Recruitment and Employment Confederation).
- The Recruitment Business will ensure that all proposed Candidates are trained and certified to the relevant and required industry standards for performance of required tasks and possess the relevant skills, personal attributes, qualifications and experience as per the vacancy specifications.
- The Recruitment Business will carry out relevant checks to verify the identity of the Candidate and where appropriate, ensure that each Candidate is eligible to work in the United Kingdom.
- The Recruitment Business will respond to all StatusCake's vacancy requirements within agreed timescales for the submission of suitable candidates.
- Where appropriate the Recruitment Business will direct candidates to StatusCake's web-site for information to enable StatusCake to be seen as an "employer of choice".



- The Recruitment Business will interview all Candidates prior to submission to StatusCake for a role. If it is not possible to conduct a face to face interview then a telephone interview is acceptable provided that StatusCake is notified of this at the time of submission.
- The Recruitment Business will ensure all Candidates attending interviews are briefed on the role, the selection process, the names of interviewers, and the location of interview.
- The Recruitment Business will keep StatusCake fully briefed on the Candidates' salary and package expectations, any other offers and any counter offers made during the selection process.
- The Recruitment business will endeavour to inform the StatusCake of all current job applications in relation to the candidates' current application to StatusCake.

1-3 Key Criteria – StatusCake's Obligations

- StatusCake will provide the Recruitment Business with full details of StatusCake's policies and will keep the Recruitment Business updated on relevant changes as necessary.
- The authorised representative of StatusCake shall notify the Recruitment Business of a vacancy request providing full vacancy details including a role profile, location of work, salary and benefit details, and reporting line.
- StatusCake shall provide the Recruitment Business with feedback on Candidates' CV submissions and interviews attended.

1-4 Key Performance Indicators

| The Recruitment Business to StatusCake | | |
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| Service Delivery | | |
| Key Performance Indicator | Key Performance | Target |
| Acknowledgement of vacancy request | The Recruitment Business will confirm to StatusCake receipt of their instructions within 8 working hours. Updates on progress to be given at the end of each Working Day unless otherwise agreed. | 100% |
| CV Match | Minimum of 100% against specified criteria and 80% fit against job (conceptual match) specification | 100% |
| CV Cover Sheet | CV Cover sheet / e-mail to be supplied for all applicants summarising:- Name Job reference number Candidate summary Current and expected salary Reason for leaving current role Notice period | 100% |

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| | Right to work UK | |
| CV Submission | Suitable candidate CVs to be submitted by the Recruitment Business within 5 Working Days from confirmation of receipt of requirement. Only candidates submitted through the email address jobs@statusCake.com with the job title and reference (as applicable) as the email subject line will be eligible for a placement fee. | 100% |
| Referencing | The Recruitment Business will obtain the required reference clearance for Temporary Workers prior to commencement on site, unless otherwise stated by StatusCake. | 100% |
| Evaluation of Temporary Staff | The Recruitment Business will contact the relevant person at StatusCake to ensure that the Temporary Worker is working satisfactorily. At the end of the Temporary Worker's contract period, an Evaluation report will be submitted. | 100% |
| Interview Confirmation | The timescale between the agreed CV shortlist and interview confirmation will not exceed eight (8) working hours. | 100% |
| Acceptance of offer including extensions | Notification of acceptance or rejection of the offer will be given to StatusCake within one (1) Working Day of receipt by the Recruitment Business. | 100% |
| Financial Performance | | |
| Invoice Accuracy | Billing details correct on all invoices | 100% |
| Customer Services | | |
| StatusCake Queries | To be answered within four (4) hours | 100% |
| StatusCake Complaints | Corrective action plan within one (1) Working Day and | 100% |
| | full resolution within (5) Working Days | 100% |
| Invoice Disputes | Queries raised by StatusCake resolved within five (5) Working Days and corrected within ten (10) Working Days, including re-submission of corrected invoice / credit note. | 100% |

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| General - Invoicing, Financial Performance and Payment | | |
| Invoice Suspension | Payment terms for Recruitment Business invoices will be suspended pending responses to any query raised by StatusCake. | |
| Recruitment Business Response to Invoice Queries | Initial response within two (2) Working Days Full resolution within ten (10) Working Days | 100% |



Schedule B - Detail of Authority

Limits of Recruitment Business authority:

- The terms of this Agreement apply to all Services supplied by the Recruitment Business and shall also apply, to the exclusion of all other terms, to the similar services the Recruitment Business is currently supplying at the date of this Agreement.
- Unless otherwise specified in writing, the Recruitment Business shall not use the brand of StatusCake for any advertising it conducts in relation to the delivery of the Services.
- Unless otherwise specified or permitted, the Recruitment Business will interact directly with StatusCake or its nominated representative in the provision of the Services, including but not limited to submitting any Candidate CV to StatusCake.
- From time-to-time, StatusCake and the Recruitment Business may agree that the Recruitment Business be granted a period of exclusivity in relation to sourcing a Candidate or Candidates for a particular role or roles. The parties will document any such agreement, specifying the role or roles and the terms of the exclusivity in relation to that role or roles, including the Fee.



Schedule C - Rates Schedule

1.1 StatusCake address for Invoices and procedure.

All invoices should be addressed to TrafficCake Limited Third Floor, 12 East Passage, London EC1A 7LP and emailed to team@statuscake.com and cc'd to james@statuscake.com.

1.2 Fees for Permanent Employees:

The Recruitment Business shall be entitled to a Fee in relation to any Candidate who becomes a Permanent Employee calculated at a percentage rate of their Starting Salary of fifteen per cent (15%).

1.3 Fees for Non-Permanent Employees:

The Recruitment Business shall be entitled to a Fee in relation to any Candidate who becomes a Non-Permanent Employee pro rated from the basis set out in the table in Clause 1.2 above to a maximum of 100% of the Fee that would have been due in the event that the placement was for a Permanent Employee. For example:

| Duration of Non-Permanent Employee's Contract | Pro Rata Percentage of Fee Payable |
|---|------------------------------------|
| 18 months or more | 100% |
| 12 months | 75% |
| 6 months | 50% |
| 3 months | 25% |

1.4 Temporary Worker to Permanent Employee Conversion Fee – 18%

1.5 Calculation of Rebates:

For the purposes of Clause 4.3 of the Agreement, StatusCake shall be entitled to a Rebate as follows:

| Period from Engagement Date within which the Candidate's Contract is Terminated | Value of Rebate (Calculated as a Percentage of the Fees Paid in Respect of such Candidate) |
|---|--|
| 0 – 4 weeks | 100% |
| 5 – 8 weeks | 75% |
| 9 – 12 weeks | 50% |
| 13- 20 weeks | 25% |
| 21+ weeks | No Rebate |



For the purposes of Clause 4.4 of the Agreement, StatusCake shall be entitled to a Rebate as follows:

| Period from Engagement Date within which the Candidate's Contract is Terminated | Value of Rebate (Calculated as a Percentage of the Fees Paid in Respect of such Candidate) |
|---|--|
| 6 months | 100% |
| 12 months | 75% |

1.6 *Temporary Workers:*

The Fee payable to the Recruitment Business for Temporary Workers shall be either:

- (a) the Temporary Worker's gross salary calculated on a pro rata basis plus a margin of x percent (x%), plus 20.8% (costs incurred by the Recruitment Business for employer's National Insurance (currently 12.8%) and 8% Working Time Directive); or
- (b) the fees payable for the Temporary Worker acting as a limited company contractor plus a margin of x percent (x%).

By way of example only, (a) if the Temporary Worker is due (gross) £10 per hour by the Recruitment Business before deduction of PAYE and NI payable for the Temporary Worker and the agreed margin is 18%, the Recruitment Business shall charge StatusCake £14.73 per hour (£10 x 1.208 divided by .82) out of which it shall pay the Employer's NI due, or (b) if the Temporary Worker acts as a limited company contractor and receives £10 per hour and the agreed margin is 18%, the Recruitment Business shall charge StatusCake £12.20 per hour.