

TERMS AND CONDITIONS – PERMANENT STAFF

Cantillon Limited trading as Cantillon (hereafter “Cantillon”) is a specialist professional services recruitment company based in the Cayman Islands.

Cantillon Permanent Placement charge rates are as follows;

Salary Package (US\$)	Placement Fee	Guarantee Period
Up to \$49,999	20%	3 Months
\$50,000 - \$99,999	25%	3 Months
\$100,000+	30%	6 Months

Retainer Assignment: As a specialist senior talent partner our retained delivery model is often the preferred service requested by our Clients. The Placement Fee for a Retainer Assignment is calculated at an agreed % of the Candidate’s Salary Package, payable over 3 instalments, i.e;

WIP Milestone	Instalment Fee
Retainer engagement	1/3 Placement Fee
1st interviews confirmed	1/3 Placement Fee
Candidate offer acceptance	Balance of Placement Fee

Part Time Positions: Our selection process is equally as in-depth and thorough for Part Time positions. Consequently, the above fee schedule will apply to Part Time roles where the salary level will be equated to that of a full time role and the fee calculated using the guidelines above.

Fixed Term Contracts: Placement fees will be calculated at **25%** of annual Salary Package and this will be calculated on a pro rata basis as per the number of months of employment offered, noting there is a minimum 6 month contract period for fee calculation purposes. An additional fee will be incurred for each and every time a contract is renewed or extended and that a permanent fee will be charged as per the schedule above should the Candidate be offered a permanent position.

The Replacement Policy does not apply to Fixed Term Contracts.

Temp to Perm Conditions: Should a Client offer a Cantillon Worker a permanent position, the Permanent Placement fees above are applicable. Subject to the fee being calculated in line with the full Permanent Placement fees schedule, the following discounts based on length of service will apply:

Time served	Discount to permanent fee
0-3 months	0%
3-6 months	10%
6-9 months	20%
9 months +	35%

Should a Client subsequently employ any current or former Cantillon Worker into a temporary position within twelve months of Cantillon’s booking being completed, a fee of USD \$250.00 per day shall be charged for each day employed. Should a Client employ as permanent staff any current or former Cantillon Worker within twelve (12) months of Cantillon’s booking being completed the appropriate Permanent Placement fee is payable.

The Replacement Policy does not apply to Temporary Placements or Temp to Perm Placements.

All fees are payable within 14 days of the successful Candidate’s acceptance of the offer and signing that Letter of Offer which will include complete details of the Salary package and start date. Fees are calculated as a percentage of the Candidate's gross annual Salary Package to include all salary, allowances, guaranteed bonuses and commissions. Should a motor vehicle be provided as part of the Salary Package, Cantillon will value this at the amount stated in the employment contract, if no value has been assigned, Cantillon will value the vehicle at \$10,000 p.a



Replacement Policy: should a placed Candidate leave the Client within the Replacement Period, and the replacement conditions below are all observed, then Cantillon will endeavour to replace the position for the Client.

The replacement must be used within 12 months of the Candidate termination date, is valid for 1 replacement Candidate only, and may only be used for a like-for-like replacement of the same role. Furthermore, the Replacement Policy is valid only if the following conditions are met: the relevant placement invoice is settled by the due date, the Client notifies Cantillon within 14 days of the Candidate's end of employment date and providing that termination is not a result of retrenchment, retirement, pregnancy, disability or death.

Should the Placement Fee of the replacement Candidate exceed the Placement value of the original Candidate, Cantillon will calculate and on-charge to the Client the additional Placement Fee value based on the new Salary Package.

Cantillon does not offer refunds.

Prices exclusive of any applicable VAT (Value Added Tax): Unless otherwise stated, all prices or other sums payable or consideration to be provided under or in accordance with this Agreement are exclusive of VAT.

TERMS AND CONDITIONS - TEMPORARY ASSIGNMENTS

Introduction

This section sets out the general terms and conditions which apply if you ask us to provide a Worker(s) to you on Temporary Assignment.

Provision of Services

We will use our reasonable endeavours to ensure that the worker(s) temporarily assigned to you perform work to the best of the skill and ability of the Worker(s) for your benefit in a timely manner.

We will use our reasonable endeavours to ensure that any Worker(s) temporarily assigned to you has a reasonable standard of skill and experience to perform the work you require of them.

Timesheet and Payment of Fee

We will ensure that the Worker(s) maintain a timesheet on a weekly basis recording the number of hours worked. The timesheet will be countersigned by your contact person or other authorised representative at the end of each week.

We will render invoices on a weekly basis for the work performed by the Worker(s). You will pay the invoices issued within 7 days of the date of the invoice.

Overdue accounts will be subject to the Default Rate of interest charged on the amount of the invoice per month or part of the month.

Value-Added Tax (VAT)

If VAT is imposed on any supply made by us under or in accordance with this agreement, then provided we are registered for VAT and provide evidence of that registration to you, the amount that you must pay for that supply is the agreed fee plus that VAT.

Insurance & Health and Safety

(a) The Client shall advise Cantillon of any special health and safety matter about which Cantillon is required to inform the Worker about any requirement imposed by law or by any professional body, which must be satisfied if the Worker is to fill the Temporary Assignment.

(b) The Client will also comply in all respects with all statutory provisions as are in force from time to time with regards to Worker entitlements, working conditions and all other codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff.

Termination

The agreement between us terminates automatically without either party needing to give notice to the other on the Finish Date.

Either party may terminate the agreement at any time by providing the other party not less than 1 day's notice.

We may terminate the agreement immediately without prior notice if you fail or refuse to make any payment to us within 14 days of such payment falling due.

Confidentiality

If you request us to do so, we will obtain from each Worker and provide to you a deed in a form which has been prepared by us, by which the Worker makes an assignment, accepts obligations and makes acknowledgments as to your intellectual property, agrees to deliver up to you your documents and agrees to protect your confidential information.

Workers

The Worker(s) temporarily assigned to you will be either Cantillon employees or independent contractors.

Where a Worker assigned to you is approached and offered permanent employment within 12 months of the commencement of their engagement, then a Permanent fee will be payable by you. This fee will be calculated on the basis of our Terms and Conditions for Permanent staff but a discount will apply according to the length of time the Worker has been assigned to you on a temporary basis. The discount applicable is set out below:

Time served	Discount to permanent fee
0-3 months	0%
3-6 months	10%
6-9 months	20%
9 months +	35%

Liability

- 1) Whilst reasonable efforts are made by Cantillon to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from the Worker and to provide the same in accordance with the Temporary Assignment details as provided by the Hirer, no liability is accepted by Cantillon for any loss, expense, damage or delay arising from any failure to provide any Worker for all or part of the Temporary Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Worker or if the Worker terminates the Temporary Assignment for any reason. For the avoidance of doubt, Cantillon does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 2) Workers supplied by Cantillon pursuant to these Terms are engaged under contracts for services. They are the employees of Cantillon but are deemed to be under the supervision and direction of the Hirer from the time they report to take up duties and for the duration of the Temporary Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Worker, whether willful, negligent or otherwise as though the Worker's on the payroll of the Hirer.
- 3) The Client undertakes not to request the supply of a Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Client to perform the duties of a person on strike or taking official industrial action.
- 4) The Client shall indemnify and keep indemnified Cantillon against any Losses incurred by the Client arising out of any Temporary Assignment or arising out of any non-compliance with, and/or as a result of any breach of, these Terms by the Client.

TERMS AND CONDITIONS OF BUSINESS

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Terms and Conditions of Business

These terms and conditions of business apply where Cantillon introduces a Candidate to the Client for a Permanent Placement, Fixed Term Contract or Temporary Assignment with the Client.

The interview and/or employment of a Candidate introduced by Cantillon to the Client shall be deemed acceptance of these Terms and Conditions by the Client.

The following words have these meanings in these terms and conditions unless the contrary intention appears.

1. Definitions

- (1) **"Accepts"** means the earlier of either a letter of engagement, or commencement of employment with the client.
- (2) **"Candidate"** means person or persons introduced by Cantillon to the Client for a Permanent Placement with the Client.
- (3) **"Client"** means any person or entity to which Cantillon provides services.
- (4) **"Default Rate"** means $x + 5\%$ per annum where x is the interest rate quoted by the Federal Reserve, the central bank of the United States of America .
- (5) **"Cantillon"** means Cantillon Limited
- (6) **"VAT"** means any local value-added tax imposed by the local trading Laws including, where relevant, any related interest, penalties, fines or other charges.
- (7) **"VAT Amount"** means in relation to a payment, an amount arrived at by multiplying the payment (or the relevant part of a payment if only part of the payment is the consideration for the taxable supply) by the appropriate rate of VAT (only where applicable).
- (8) **"Introduction"** means (a) the passing of a Candidate's resume or profile by Cantillon to the Client via any means whether electronic or otherwise or; (b) a Client's request to interview the Candidate or; (c) the actual interview of a Candidate in person or by telephone or video call; the time of the Introduction will be taken to be the earlier of (a), (b) or (c) above.
- (9) **"Permanent Placement"** means when a Candidate accepts a full time position with a Client.
- (10) **"Recruitment Fees"** means the fees payable by the Client to Cantillon in accordance with the
- (11) **"Retainer Assignment"** means the provision of an exclusive recruitment search service as agreed with the Client.
- (12) **"Schedule"** means the schedule annexed to these Terms and Conditions.
- (13) **"Salary Package"** refers to the annual Candidate remuneration and includes base salary, allowances, guaranteed bonuses and commissions. Should a motor vehicle be provided as part of the Salary Package, Cantillon will value this at the amount stated in the employment contract, if no value has been assigned, Cantillon will value the vehicle at \$8,000p.a
- (14) **"Temporary Assignment"** means the provision of a Worker to the Client to perform services as required by the Client.
- (15) **"Worker"** means any employee of Cantillon or independent contractor introduced to the Client by Cantillon to perform Temporary Assignments.
- (16) **"Terms and Conditions"** means these terms and conditions.

2. Rules of Interpretation

2.1 Interpretation

(1) Reference to:

- (a) one gender includes the others;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a person includes a body corporate;
- (d) a party includes the party's executors, administrators, successors and permitted assigns;
- (e) a statute, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:
 - i) that Statutory Provision as amended or re-enacted from time to time; and
 - ii) a statute, regulation or provision enacted in replacement of that Statutory Provision;

and

(f) money is to USD (\$), unless otherwise stated.

(2) "Including" and similar expressions are not words of limitation.

(3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

(4) Headings are for convenience only and do not form part of these Terms and Conditions or affect its interpretation.

(5) A provision of these Terms and Conditions must not be construed to the disadvantage of a party merely because that party Cantillon's responsible for the preparation of these Terms and Conditions or the inclusion of the provision in these Terms and Conditions.

(6) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

3. Terms and Conditions

(1) Recruitment Fees due to Cantillon are due and payable by the Client immediately after the Candidate introduced by Cantillon accepts a Permanent Position with the Client. Recruitment Fees due to Cantillon are in accordance with the Recruitment Fee Schedule above. All fees are payable within 14 days of the successful Candidate's acceptance of the offer and signing that Letter of Offer which will include complete details of the Salary Package and start date.

(2) Advertising expenses incurred by Cantillon are payable by the Client immediately upon invoice. Cancellations will be accepted providing sufficient time is given to Cantillon to claim a full refund from the advertising provider. All related artwork and production charges are payable by the Client to Cantillon upon invoice. Copyright in all artwork and advertisements remains the property of Cantillon.

(3) The Recruitment Fee Schedule has been set or determined without regard to the impact of VAT. The whole or any part of the payment of the Recruitment Fees is in and other out of pocket expenses a consideration for a taxable supply, any applicable VAT amount in respect of any such payment must be paid to Cantillon as an additional amount either concurrently with the payment or otherwise agreed in writing.

(4) If the Client fails to pay an amount on the due date for payment to Cantillon, the Client must pay to Cantillon interest at the Default Rate on that amount, calculated and payable daily, computed from the due date until the amount is paid in full.

(5) Unless otherwise agreed in writing, out of pocket expenses which are incurred by the Candidate in attending interviews with or on behalf of the Client are payable by the Client.

(6) Where a Candidate has been submitted by Cantillon to the Client and:

(a) no initial employment results, and;

(b) Where the Candidate is subsequently employed by the Client within 12 months after the initial introduction by Cantillon; or;

(c) the Client introduces a Candidate to a third party resulting in the employment of a Candidate to that

third party;

then, in such cases, the Client will pay to Cantillon its Recruitment Fees for that Candidate.

(7) Where Cantillon accepts a Retainer Assignment, each Instalment Fee will be invoiced with the standard 14 day Permanent Placement payment terms.

Instalments are non-refundable, however, the standard Replacement Period and Replacement Policy terms apply to completed successful Retainer Assignments. Where a Client cancels an accepted Retainer Assignment, the Initial Retainer, advertising and other out of pocket expenses incurred by Cantillon are payable by the Client.

(8) Where the Client hires an additional Candidate submitted with a short list of Candidates provided by Cantillon on a Retainer Assignment, full contingency fee at the appropriate rate is payable by the Client to Cantillon for that Candidate.

(9) No Warranty is given by Cantillon in respect to a Candidate introduced by Cantillon to the Client. No liability is accepted by Cantillon for any failure by the Candidate to perform or comply with his or her terms of employment or engagement with the Client. Cantillon is not liable for any loss, expense, damage of whatsoever nature or kind suffered or incurred by the Client arising out of or connected with the employment by the Client of a Candidate.

As per the attached Fee Schedule, should the employment of a Candidate terminate within a period of either 3 or 6 months (depending on salary), including period of notice, from the date of such employment, Cantillon shall endeavour to seek a replacement at no extra cost, provided that:

(a) the dismissal is justified or the Candidate leaves of his / her own volition and not due to a marked change in initial role specifications after the Candidate has begun with the client and not due to any redundancy measures; or

(b) the invoice has been settled within fourteen (14) days of the Candidate commencing employment or 14 days of the invoice date whichever is the later.

(10) No representation is provided by Cantillon as to the suitability of a Candidate as an employee of the Client.

(11) Cantillon is not obliged to ask a Candidate to supply personal or other references relating to past employment or otherwise. If references are supplied by a Candidate to Cantillon, Cantillon is not obliged to verify or otherwise establish the validity of such references unless requested to do so by the Client.

(12) Cantillon is not obliged to verify or otherwise establish the validity of claims by a Candidate as to:

- i) previous employment;
- ii) qualification and education;
- iii) medical history;
- iv) criminal record;
- v) ability to work in the relevant country/state of employment.

(13) In the event that any particulars or information provided to Cantillon by a Candidate or by a third party on behalf of a Candidate are found to be incorrect or otherwise misleading Cantillon accepts no liability for any loss, damage or costs which may be suffered by the Client as a consequence of those particulars or information provided by Cantillon to the Client.

4. Severability

If anything in these Terms and Conditions is unenforceable, illegal or void then it is severed and the rest of the terms and conditions remain in force.

5. Variation

An amendment or variation to these Terms and Conditions is not effective unless it is in writing and signed by the parties.

6. Waiver

A party's failure or delay to exercise a power or right does not operate as a Waiver of that power or right.



7. Governing Law and Jurisdiction

7.1 The fee schedule and terms of business are governed by and constructed in accordance with the law of the Cayman Islands in which these services are provided.

7.2 The parties submit to the exclusive jurisdiction of the Cayman Islands and agree that any lawsuit must be heard in those Courts.

8. Force Majeure

The obligations of Cantillon are suspended during the time and to the extent that Cantillon is prevented from complying with them by force majeure.