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**BLOCKCHAIN TALENT ACQUISITION LTD TERMS AND CONDITIONS**

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**BACKGROUND:**

These Terms and Conditions shall apply to the provision of Services by the Search Agency to the Client.

In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by the Agency in writing.

**1. Definitions and Interpretation**

1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Agency”</b>	means Blockchain Talent Acquisition a company registered in United Kingdom under number 11361229 whose registered office is at 30 Lower Wraxall, Bath, BA15 2RS
<b>“Candidate”</b>	means any person introduced by the Agency to the Client for an Engagement;
<b>“Client”</b>	means any person, firm or company including any associates or subsidiaries to whom a Candidate is introduced;
<b>“Confidential Information”</b>	means any information concerning either Party and relating to its business methods, plans, systems, finances or projects; its trade secrets; its products or services; or any other information which is expressly described as confidential;
<b>“Engagement”</b>	means any employment, engagement or use by a Client of an Candidate whether part or full time, with or without a contract;
<b>“Introduction”</b>	an introduction will be deemed to have taken place where the Agency has provided a Client with any information concerning a Candidate, or where a Client interviews a Candidate following an instruction from a Client to locate a Candidate;
<b>“Introduction Fee”</b>	means the fee payable by the Client to the Agency in accordance with these Terms and Conditions, on the introduction of a Candidate to a Client which results in the Engagement of a Candidate;
<b>“Remuneration”</b>	means any salary, fees, bonuses, commission, allowances, or any other financial benefit payable to, or received by a Candidate for services to a Client; and
<b>“Services”</b>	means the employment agency services provided by the Agency to the Client as set out in these Terms and Conditions.

2. Unless the context otherwise requires, each reference in these Terms and Conditions to:
  1. "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
  2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  3. "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
  4. a Schedule is a schedule to these Terms and Conditions; and
  5. a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
  6. a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
3. The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
4. Words imparting the singular number shall include the plural and vice versa.
5. References to any gender shall include the other gender.

## 2. **The Contract**

1. Any and all business entered into by the Agency is subject to these Terms and Conditions and in the event of any conflict with any other Terms and Conditions these terms shall prevail unless agreed otherwise in writing by a <<Director>> of the Agency.
2. No modification or change to these Terms and Conditions will be valid unless the details of any such changes are in writing, signed on behalf of the Agency and the Client, and state the date on or after which such new terms will apply.
3. In the event that any part(s) of these Terms and Conditions or part thereof is declared to be invalid, unlawful, void or unenforceable then such terms or parts shall be severed and the remaining terms and conditions shall continue to be valid and enforceable to the fullest extent of the law.
4. The Engagement or interviewing of a Candidate, by or on behalf of the Client, or the commencement of work or provision of services by a Candidate for the Client shall be deemed acceptance of these Terms and Conditions.
5. These Terms and Conditions supersede all previous terms of business.

## 3. **Vacancies and Advertisements**

1. The Agency shall have the right to decline, cancel or otherwise remove any vacancy advertisement provided by the Client to the Agency at any time, for any reason and without giving prior notice to the Client.
2. If any vacancy advertisement appears to demonstrate that the Client intends to

discriminate on the grounds of gender, sexual orientation, race, religion or age, it will be declined unless the vacancy is exempted from the provisions of the Sex Discrimination Act 1975; the Employment Equality (Sexual Orientation) Regulations 2003; the Race Relations Act 1976; the Employment Equality (Religion and Belief) Regulations 2003; or the Employment Equality (Age) Regulations 2006. In the case of any applicable exemptions, the vacancy advertisement must be accompanied by a written statement explaining those exemptions and how they apply to the vacancy.

3. If, in the opinion of the Agency, any vacancy advertisement indicates any illegal purposes on the part of the Client, the Agency may, without notice, report the vacancy and the Client to the relevant authorities. Such authorities may include, but are not limited to, the Department for Work and Pensions, ACAS, the Information Commissioner's Office; and the Recruitment and Employment Confederation.
4. Vacancy advertisements shall remain open and viewable by prospective Candidates for a period of <<insert period>> or otherwise as agreed between the Agency and the Client.
5. All vacancy advertisements shall contain details of no more than one single vacancy unless otherwise agreed in writing between the Agency and the Client.

#### 4. **The Agency's Obligations**

1. The Agency shall use its best and reasonable endeavours to find suitable and willing Candidates to fill such vacancies as are notified to the Agency by the Client or to notify the Client if the Agency believes it is unable to assist with the Client's requirements.
2. The Agency shall use its best and reasonable endeavours to ensure that all vacancy advertisements are published on the date agreed with the Client or, where no date is agreed, within 4 weeks of receiving details of the vacancy.
3. The Agency will endeavour to ensure that all Candidates introduced to the Client have the experience, qualifications, and authorisations which are required by the Client, by law or by any professional body, for the position(s) that the Client wishes to fill, and will also endeavour to verify the identity of Candidates prior to introducing them to the Client.
4. At the same time as proposing a Candidate to the Client the Agency will inform the Client of such matters as detailed in sub-Clause 4.3 that the Agency has obtained confirmation of.
5. The Agency will endeavour to take all reasonable steps to ensure that Clients and Candidates are aware of any requirements imposed by law or any professional body on the vacancy / vacancies that the Client seeks to fill.
6. The Agency cannot guarantee to find a suitable Candidate for each vacancy and gives no warranties as to the suitability of any Candidate.
7. Where a Candidate is offered or applying for Engagements that involve working with or caring for any persons under the age of 18, the elderly, the infirm or anyone in need of care and attention, the Agency will take all reasonably practical steps to ensure that it obtains and makes available to Clients copies of all necessary authorisations required for the Engagement, two references from persons unrelated to the Candidate, and confirmation that the Candidate is not unsuitable to work with vulnerable people.

## 5. The Client's Obligations

1. The Client shall provide to the Agency all information which is reasonably required for the Agency to provide the Services. The Client shall use its best and reasonable endeavours to ensure that such information is complete, accurate and up-to-date.
2. The Client shall ensure that all information provided to the Agency does not contain any material which could be regarded as offensive, indecent, obscene, illegal, dishonest, untruthful, defamatory or discriminatory.
3. The Client shall ensure that all information provided to the Agency does not contain any material which infringes the rights of any third parties (including, but not limited to, intellectual property rights).
4. The Client must provide the Agency with details of the vacancies that the Client wishes to fill, which must include the type of work required, the date of commencement, the duration, the hours, rates of pay and location as well as the training, qualifications and other authorisations required by law, the Client and any professional body for the position(s).
5. The Client must inform the Agency of any Health and Safety risks or requirements of the vacancies the Client wishes to fill, as well as the action taken by the Client to minimise and control such risks.
6. The Client must not seek to employ any member of the Agency's staff, but in the event that any member of staff accepts an Engagement with the Client, the Client must pay an Introduction Fee in accordance with Clause 6.
7. The Client warrants that it shall immediately, and in any event within 24 hours of the Agency's first provision of information relating to the Candidate's identity, inform the Agency if the Client believes that it is aware of the identity of the Candidate other than via information supplied by the Agency. The Client agrees that it will be deemed not to have been aware of the identity of the Candidate prior to the Agency's provision of the information relating to the Candidate's identity if the Client fails to provide such a notice within the aforementioned 24 hours.
8. The Client acknowledges that the Agency is under no obligation to provide the Services until all required information has been provided by the Client in accordance with sub-Clause 5.1.
9. The Client shall inform the Agency immediately in the event that any relevant information changes following the submission of that information to the Agency. The Agency reserves the right to charge the Client for any work required to make alterations to vacancy advertisements or other relevant information it holds.
10. Subject to the provisions of sub-Clauses 4.3 and 4.7, the Agency shall not verify or otherwise check any Candidate details, howsoever they may be provided to the Client.
11. It shall be the sole responsibility of the Client to ensure that Candidates are suitable for the relevant vacancies and to obtain any references required.
12. It shall be the sole responsibility of the Client to obtain any required permits (including, but not limited to, work permits).
13. It shall be the sole responsibility of the Client to arrange for any required medical examinations or investigations.
14. The Client must notify the Agency immediately of any offer of an Engagement

that it makes to a Candidate.

15. The Client must notify the Agency immediately of the acceptance of any offer of Engagement that is made to a Candidate and provide details of the Candidate's remuneration.
16. The Client must notify the Agency immediately if, following the Engagement of a Candidate, the Candidate's remuneration increases at any time during the first 12 months of the Engagement, and the introduction fee detailed in clause will be increased accordingly.
17. The Client must within 5 days of offering an Engagement to a Candidate provide the Agency with a copy of the job offer or contract given to the Candidate.
18. Notwithstanding sub-Clauses 4.3 and 4.7 above the Client must satisfy itself as to the suitability of a Candidate for any vacancy, and the Client must be responsible for taking up references and checking the validity of qualifications.
19. The Client is responsible for payment of remuneration to the Candidate.

## 6. Fees and Payment

### 1.

"Introduction" means any form of contact between an Applicant and the Client which has been brought about by the Company whether directly or indirectly through a third party referral, and whether or not the Client previously knew of the Applicant. "Introduces" and "Introduced" shall be construed accordingly.

"Applicant" is any person who has been "Introduced" to the client with a view to the Client hiring the Applicant and who is subsequently hired on either a PAYE direct employment basis, as self-employed, sub-contracting, consultancy, through a limited company which the Applicant is an employee or director of or via a third party arrangement.

"Retained Recruitment" – Where the Company is instructed to assist the Client in recruiting persons for one or more positions on a retained basis (a "Retained Assignment"); whereby the Client agrees to pay a staggered Introduction Fee, as estimated by the Company and agreed with the Client in accordance with Clauses 3, 4 & 5.

This first part, the "Retainer" fee; amounting to one third of the total anticipated Fee, will be payable on commencement of the "Retained Assignment.

"The second part, the "shortlist" fee; amounting to one third of the total fee will be payable on the presentation to the Client of an acceptable shortlist of Applicants.

The third part, the "Completion" fee; being the balance of the total fee, shall become payable on the day that an Applicant commences employment with the Client.

All Introduction Fees shall be non-refundable in a Retained Assignment.

Terms of Business Terms of Business as below relate to our Retained search and selection services. We also offer contingency (results only) recruitment services, Terms and conditions available upon request.

1. Fees are payable as per clause 3 below, and are applicable when an Applicant introduced by 360 Recruitment Limited is hired or otherwise engaged for their services whether as a direct employee, or Consultant or by contract for services through a third party. Information on Applicants is strictly confidential and should not be disclosed to a third party without prior

agreement. In the event of such disclosure, a fee is also payable by any company which directly or indirectly recommends our Applicant to another division or employer and that Applicant is subsequently hired or otherwise engaged for their services, within 12 months of the introduction. Acceptance of our introduction of an Applicant for a current or future opening supersedes any prior contact with or knowledge of that Applicant.

2. Direct CVs or other direct applications; in order that we can conduct a professional search we ask that any and all CV's from other sources are forwarded to us for inclusion in the search process.

3. Fees are calculated in accordance with the table below.

Table of fees

TRP	< £100K	>£100K
Retainer	8%	9%
Shortlist	8%	9%
Completion	9%	11%
Total fee	25%	29%

All fees are expressed as a percentage of the first year's Total Remuneration Package (TRP) which includes all guarantees; cash payments, bonuses, and allowances or benefits with a stated cash-in lieu option, whether taxable or not. If a cash in-lieu or car allowance is paid for a car, we add this; otherwise, a car is valued at an additional £6,000 of remuneration.

Should Blockchain Talent Acquisition Ltd identify an Applicant working for a daughter or associated company of the client company not already under consideration by the client, whom the client agrees to interview, a full fee is payable as per clause 3. If as a result of a retained assignment, a Client engages an additional Applicant(s) submitted within the same shortlist on a Retained Assignment, then the Total fee as described in the table above is payable immediately upon engagement of the Applicant(s); i.e 29 percent (band 2) or 25 percent (band 1) unless otherwise agreed.

i. **INTRODUCTORY FEE:** On occasions where we Introduce an Applicant to a new or existing Client; acting as representatives of that Applicant with no previously agreed terms an introductory fee is payable in line with Clause 3 above.

ii. **EXPENSES:** All pre-agreed costs, travel/interview and off-site expenses due to Applicants will be reimbursed directly to Applicants by the client. If Blockchain Talent Acquisition Ltd agrees to make such arrangements on their own account on behalf of the client, invoices are re-charged at cost plus VAT or other taxes charged at the prevailing rate.

iii. **CANCELLATION:** Cancellation of instructions after expenses are incurred will only be accepted where we are able to receive a rebate for these expenses.

iv. **PAYMENT TERMS:** 7 days from invoice date. Blockchain Talent Acquisition Ltd reserve the right to charge interest on all outstanding invoices at 5% above the prevailing UK Bank Base Rate, plus a collection charge or to apply the prevailing EU statutory right to interest on overdue debt. Failure to pay by due date voids access to free replacement as per clause 5 below.

5. **REPLACEMENT OF UNSUITABLE APPLICANTS.** We realise that hiring decisions can be difficult, despite interviews by skilled Managers in your company, mistakes are still made. We also understand the financial impact that a poor hire can have upon your business, as such we are proud to offer a no quibble, 'replace for free' policy covering the first 6 months employment of one of our Applicants. This is a completely free like for like replacement; where we will provide additional Applicants at no extra fees, where the Applicants leaves of

their own volition or they are fired for non-performance. We don't offer unlimited replacements for free, but we accept that we share responsibility for the hire, even if we are not making the final decision we will work with you in resolving any problems that arise in the same manner as we would like to be treated. As a referral based business we depend on your recommendations and if your expectations are fair, we will always aim to satisfy these.

6. When an offer of employment has been made in writing by the Client and is subsequently withdrawn by the Client after a written acceptance by the Applicant and through no fault of the Applicant, the Client shall pay the full fee in accordance with Clause 3 above.

7. Blockchain Talent Acquisition Ltd endeavours to ensure the suitability of any Applicant introduced to the Client but the Client is responsible for taking up references concerning an Applicant's skills, qualifications and integrity; obtaining work permits and satisfying any medical or legal requirements and must otherwise satisfy itself as to the suitability of an Applicant before offering to engage them. 360 Recruitment Limited shall not be liable under any circumstances for any loss, damage, delay or expense suffered or incurred by the Client arising from or in any way connected to 360 Recruitment Limited seeking an Applicant for the Client or the introduction by Blockchain Talent Acquisition Ltd of any Applicant or the engagement of any Applicant.

8. Where a retained assignment is cancelled by the Client, or if in the reasonable opinion of Blockchain Talent Acquisition the Client materially alters its requirements before the shortlist is agreed, a cancellation fee of 50% of the shortlist fee is payable. If cancellation occurs after shortlist and before completion then 50% of the completion fee is payable.

2. These Terms and Conditions shall be governed and construed in accordance with English Law, and the parties submit to the jurisdiction of the English Courts.
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## 7. Confidentiality

1. Each Party undertakes that, except as provided by sub-Clause 7.2 or as authorised in writing by the other Party, it shall, at all times:
  1. keep confidential all Confidential Information;
  2. not disclose any Confidential Information to any other party;
  3. not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions;
  4. not make any copies of, record in any way or part with possession of any Confidential Information; and
  5. ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 7.1.1 to 7.1.4 above.
2. Either Party may:
  1. disclose any Confidential Information to:
    1. any sub-contractor or supplier of that Party;
    2. any governmental or other authority or regulatory body; or

3. any employee or officer of that Party or of any of the aforementioned persons;

to such extent only as is necessary for the purposes contemplated by these Terms and Conditions, or as required by law, and in each case subject to that Party first informing the person in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 7.2.1.2 above or any authorised employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

2. use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is, or has become, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.
3. The provisions of this Clause 7 shall continue in force in accordance with their terms, notwithstanding the termination of these Terms and Conditions for any reason.

## 8. Data Protection

1. In this Clause 8:
  1. “Data Protection Legislation” means 1) unless and until GDPR is no longer directly applicable in the UK, GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds GDPR;
  2. “GDPR” means EU Regulation 2016/679 General Data Protection Regulation; and
  3. “personal data” means personal data as defined in the Data Protection Legislation.
2. All personal data that either Agency or the Client (“First Party”) may use will be collected, processed, and held by that First Party in accordance with the provisions of Data Protection Legislation and the rights under the Data Protection Legislation of the other party being, as the case may be, either the Agency or the Client (“Other Party”) and the rights under the Data Protection Legislation of any third party.
- 8.3 For complete details of the First Party’s collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Other Party’s and any third party’s rights and how to exercise them, and personal data sharing (where applicable), the Other Party should refer to the Privacy Notice of the First Party. The respective Privacy Notices of each Party are attached in the Schedule to these Terms and Conditions.
- 8.4 All personal data to be shared by the First Party with the Other Party under this Agreement shall be shared in accordance with the terms of the Data Sharing Agreement entered into by the Parties on <<insert date>> pursuant to this Agreement.

8.5 [All personal data to be processed by the First Party on behalf of the Other Party under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties on <<insert date>> pursuant to this Agreement.]

**9. Liability**

With the exception of death or personal injury the Agency shall not be liable or responsible for any loss or damages of any nature whether direct or indirect including any loss of profits or any consequential damages suffered or incurred by the Client as a result of the Introduction of a Candidate to the Client by the Agency, the Engagement of a Client Introduced by the Agency or the failure of the Agency to Introduce any Candidate to the Client.

**10. Indemnity**

The Client shall indemnify the Agency against any costs, liability, damages, loss, claims or proceedings which may arise out of its use of the Services or out of any breach of any part of these Terms and Conditions.

**11. Force Majeure**

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

**12. Law and Jurisdiction**

1. These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
2. Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

**SCHEDULE**

**Each Party's Privacy Notice**

<<Attach a copy of each Party's Privacy Notice as referenced in sub-Clause 8.3>>