

**TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR FIXED TERM CANDIDATES
EXECUTIVE SEARCH ASSIGNMENT**

NP GROUP agrees to provide and the Client agrees to engage the services of NP GROUP acting as an employment agency as defined by section 13(2) of the Employment Agencies Act 1973 (as amended), on the terms and conditions set out herein.

1. DEFINITIONS

1.1 In these Terms the following definitions apply:

“Candidate”	Means a person Introduced by NP GROUP to the Client. Where the person Introduced is a limited company, the term “Candidate” shall include any officer, employee or other representative of the Limited Company.
“Client”	Means the person, firm or corporate body (together with any subsidiary or associated company as defined by the applicable Companies Act legislation) to whom a Candidate is Introduced or subsequently introduced.
“Engagement”	Means the engagement, employment or use of the Candidate by the Client or any third party on a permanent or fixed term basis, whether (i) under a contract of service or for services; (ii) under an agency, licence, franchise or partnership agreement; or (iii) any other engagement, directly or through a limited company of which the Candidate is an officer, employee or representative, and shall include any renewal or extension (whether on the same or different terms) which commences within 6 months of (i) the Termination Date or (ii) where there has been no Engagement the Introduction of a Candidate, and “Engages” or “Engaged” shall be construed accordingly.
“Fee”	Means NP GROUP’s fee for the provision of its services which is payable by the Client to NP GROUP and calculated as set out in the Schedule to these Terms (and references to these Terms shall include the Schedule).
“Introduction”	Means the passing to the Client by whatever means of a curriculum vitae or information which identifies a Candidate; and “Introduces” and “Introduced” shall be construed accordingly.
“NP GROUP”	Means Networking People (UK) Limited a company incorporated in England & Wales (registration number 03535327) of 2 Old Street Yard, London EC1Y 8AF and/or Group companies
“Remuneration”	Means the gross taxable emoluments payable to or receivable by the Candidate as a result of the Engagement and includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate as a result of an Engagement. Where a company car is provided, a notional amount of £10,000 will be added to the salary in order to calculate NP GROUP’s fee, unless stated otherwise.
“Termination Date”	Means the date on which a Candidate ceasing working or would have ceased working for the Client following an Engagement but for any period of garden

leave or payment in lieu of notice, whichever date is the later.

“Third Party”	Means any person, firm or company who is not the Client and includes but is not limited to subsidiary and associated companies of the Client (as defined by s.1159 of the Companies Act 2006 and s.416 of the Income and Corporation Taxes Act 1988 respectively).
“Third Party Introduction”	Means the passing to a Third Party by the Client (or by anyone acting at the Client’s direction or by any employee, director or officer of the Client), by whatever means, of any information which has been supplied to the Client by NP GROUP and which identifies a Candidate.
“Data Controller”	means (i) "data controller" in the Data Protection Act 1998 in respect of processing undertaken on or before 24 May 2018; and (ii) "controller" in accordance with the General Data Protection Regulation (EU) 2016/679 in respect of processing undertaken on or after 25 May 2018;
“Data Protection Legislation”	means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation, (a) the Data Protection Act 1998; (b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy resulting from the United Kingdom leaving the European Union;
“Personal Data”	means as set out in, and will be interpreted in accordance with Data Protection Legislation;
“Personal Data Breach”	means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Candidate and, where applicable, to any Representative;
“Process”	means as set out in, and will be interpreted in accordance with Data Protection Legislation and “Processed” and “Processing” will be construed accordingly
“Vacancy”	means a specific role/s, work or position that Client requests Employment Agency to submit person for consideration for such role/s work or position.

- 1.2 Unless the context requires otherwise, references to the singular include the plural.
- 1.3 The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.
- 1.4 Any reference to legislation, statute, act or regulation shall include any revisions, re-enactments or amendments that may be made from time to time.

2. THE CONTRACT

- 2.1 These Terms constitute the contract between NP GROUP and the Client and are accepted by the Client upon signature and return of the Terms by the Client to NP GROUP. In the event that Client fails to sign and return the Terms, these Terms are deemed to be accepted by the Client upon the Client's continuing instructions (by whatever means) to NP GROUP following the Client's receipt of these Terms including but not limited to the earlier of (i) the Client's request that NP GROUP Introduces Candidates; (ii) the Introduction of a Candidate; (iii) the Client's interview of a Candidate (whether in person or by telephone or otherwise); the Client's continuing instructions (by whatever means) in relation to a Candidate; or (iii) any contact between the Client and a Candidate; or (v) the Engagement of a Candidate; or (v) a Third Party Introduction. For the avoidance of doubt, these Terms apply whether or not the Candidate is engaged by the Client for the same type of work as that for which the Introduction was originally effected.
- 2.2 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of NP GROUP, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.3 No variation or alteration to these Terms shall be valid unless agreed between NP GROUP and the Client.

3. OBLIGATIONS OF THE CLIENT

- 3.1 The Client agrees:
- 3.1.1 To notify NP GROUP within 2 days that NP GROUP has Introduced a Candidate which has already been introduced to the Client by another person, firm or company in relation to the same position and if no such notification is given by the Client and there is an Engagement, NP GROUP is entitled to charge the Client its Fee;
 - 3.1.2 To notify NP GROUP immediately of any offer of an Engagement made to a Candidate;
 - 3.1.3 To notify NP GROUP immediately if an offer of an Engagement made to a Candidate has been accepted and to provide full details of the Remuneration or such other documentation or information relating to the offer or the Engagement as NP GROUP shall request, to NP GROUP;
 - 3.1.4 To notify NP GROUP immediately of any withdrawal of an offer of Engagement by the Client or withdrawal of acceptance by the Candidate; and
 - 3.1.5 To pay NP GROUP's Fee and any pre-agreed expenses (without set-off or deduction) within 14 days of the date of NP GROUP's invoice.
- 3.2 Where the Client does notify NP GROUP in accordance with clause 3.1.1 above and whereupon the Client provides evidence to NP GROUP that such receipt of details by Client is in direct relation to the Vacancy, Client will not be liable to pay NP GROUP a fee for that Candidate in respect of the Vacancy. Client acknowledges and agrees that where Client is unable to evidence such or freely admits their possession of the Candidate's details was not in relation to the Vacancy, Client agrees to pay NP GROUP's fee in accordance with clause 4.1.

4. INVOICING AND EXPENSES

- 4.1 The Fee is payable by the Client as set out in the Schedule and within 14 days of the date of NP GROUP's invoice.
- 4.2 NP GROUP will render an electronic invoice to the Client for the Fee and any pre-agreed expenses on acceptance of the Engagement or otherwise in accordance with clause 6.1 below or as set out in the Schedule. VAT at the prevailing rate and/ or applicable taxes will be

charged on the Fee.

- 4.3 The Client shall also be liable to pay agreed expenses of NP GROUP, for example venue hire costs. Such charges incurred by NP GROUP at the Client's request in respect of advertising or any other matters will be invoiced to the Client in addition to any Fee due and will be payable whether or not there is an Engagement.
- 4.4 Where the Client requires a Purchase Order to invoice the placement, retainer or staged Invoice, the Client will provide NP GROUP with the required Purchase Order within 7 days of acceptance of the Engagement or stage of invoicing. If the Purchase Order is not available within 7 days of acceptance of the Engagement or stage of invoicing, the Client agrees to pay the invoice without the Purchase Order number.
- 4.5 All invoices will be deemed to be accepted in full by the Client unless the Client notifies NP GROUP in writing within 5 days of the date of the invoice of the amount that the Client disputes and the reason the Client disputes that amount. In the event that the Client notifies NP GROUP that it wishes to dispute an entire or part of an invoice, the Client shall pay the undisputed part of the invoice within the agreed payment terms and shall co-operate in full with NP GROUP to resolve the dispute as quickly as possible.
- 4.6 NP GROUP reserves the right to charge interest on invoiced amounts unpaid for more than 14 days from the date of NP GROUP's invoice at a compound rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment; in the alternative and in its absolute discretion, NP GROUP may instead seek payment of interest pursuant to the terms (then prevailing) of the Late Payment of Commercial Debts (Interest) Act 1998.

5. REPLACEMENT CANDIDATE AND REBATES

- 5.1 Should an Engagement terminate before the expiry of 13 weeks from the commencement of the Engagement (except where the Applicant is made redundant or the Client has not paid NP GROUP's fee within 14 days of the date of invoice) NP GROUP will provide the Client with a free replacement against the original specification. In the event that the introduced candidates do not meet the Client's requirements, or that the vacancy is filled by other means, or cancelled entirely, NP GROUP will provide a rebate to the Client as outlined under Scale of Refund.

Scale of Refund:

Should an Engagement terminate before the expiry of 13 weeks from the commencement of the Engagement (except where the Applicant is made redundant or the Client has not paid NP GROUP's fee within 14 days of the date of invoice,) NP GROUP's fee will be refunded, subject to the provisions of clause 5.2 of the Terms of Business, in accordance with the scale set out below, within 30 days of notification of the termination of the Engagement:

Length of engagement (including notice period)	Fee to be refunded
Engagement terminating within the first 4 weeks after commencement	100% rebate of fee
Engagement terminating from 5 weeks but before the end of 8 weeks after commencement	75% rebate of fee
Engagement terminating from 9 weeks but before the end of 13 weeks after commencement	50% rebate of fee

Engagement terminating from the start of week 14	No refund or credit
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- 5.2 In order to qualify for the new replacement service and rebate, the Client must pay NP GROUP's fee within 14 days of the date of invoice and must notify NP GROUP in writing of the termination of the Engagement within 7 days of the Candidate's Termination Date.
- 5.3 No Fee shall be payable in respect of the Introduction of a replacement Candidate which results in an Engagement unless the replacement Candidate's Remuneration in the first year of the replacement Candidate's Engagement is not the same as the Remuneration on which the original Fee had be calculated, in which case NP GROUP may charge a further Fee, calculated in accordance with paragraph 1 of the Fee Schedule, less the Fee paid by the Client to NP GROUP for the original Candidate.
- 5.4 If subsequent to the Client receiving a refund the Candidate is re -Engaged within a period of 12 calendar months from the date of termination then the refund shall be repaid to NP GROUP. The Client shall not be entitled to any further refunds in relation to the re-Engagement of this Candidate.

6. CANCELLATION FEE

- 6.1 The Client may cancel an assignment at any time. If a retained assignment is cancelled during the first month, NP GROUP will charge 25% of the second instalment in addition to the first retainer. If a retained assignment is cancelled after 30 days, NP GROUP will charge 50% of the second instalment in addition to the retainers already due. If a selection assignment is cancelled after a shortlist has been presented, NP GROUP will charge 50% of the projected final fee. NP GROUP will be entitled to render its invoice for a cancellation fee at any time after the Client's notification of cancellation.

7. FEES: ENGAGEMENT OF NP GROUP STAFF

- 7.1 In the event that any employee of NP GROUP with whom the Client has had personal dealings accepts an Engagement with the Client within 6 months of leaving the employment of NP GROUP, the Client shall be liable to pay the Fee to NP GROUP, calculated in accordance with the Fee Schedule.

8. SUITABILITY AND REFERENCES

- 8.1 NP GROUP shall use reasonable endeavours to ensure the suitability of any Candidate introduced to the Client by taking all such steps as are reasonably practicable to:
 - 8.1.1 ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in;
 - 8.1.2 ensure that the Client and Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in; and
 - 8.1.3 confirm that the Candidate is willing to work in; the position
which the Client seeks to fill.
- 8.2 Notwithstanding clause 8.1 above the Client shall satisfy itself as to the suitability of the Candidate for the position it is seeking to fill. The Client is responsible for:
 - 8.2.1 taking up any references provided by the Candidate to it or NP GROUP before the Engagement;
 - 8.2.2 checking a Candidate's right to work and obtaining such other permission to work as may be required

by the law of the country in which that Candidate is Engaged to work; and

8.2.3 arranging medical examinations and/or investigations into the medical history of any Candidate, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.

8.3 To enable NP GROUP to comply with its obligations under clause 8.1 above the Client undertakes to provide to NP GROUP with details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks; the date the Client requires the Candidate to commence the Engagement, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client; or any other information required by law.

8.4 If NP GROUP receives or obtains information within 3 months of the commencement of an Engagement which indicates that a Candidate is or may be unsuitable for the position in which the Candidate has been engaged by the Client, it shall inform the Client of that information without delay.

9. LIABILITY

9.1 NP GROUP shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with NP GROUP seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of NP GROUP to introduce any Candidate. For the avoidance of doubt, NP GROUP does not exclude liability for death or personal injury arising from its own negligence.

9.2 For the avoidance of doubt, NP GROUP has no authority to enter into a contract with a Candidate on behalf of the Client, or with the Client on behalf of the Candidate.

9.3 The Client will indemnify and keep indemnified the NP GROUP against any costs (including legal costs), claims or liabilities incurred directly or indirectly by NP GROUP arising out of or in connection with these Terms including (without limitation) as a result of

a. any breach of these Terms by the Client or by its employees or agents; and/or

b. any breach by the Client or by Third Party, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity, immigration legislation and, the Conduct Regulations); and/ and Data Protection Legislation); or

c. any unauthorised disclosure of a Candidate details by the Client or by Third Party, or any of its employees or agents.

9.4 Save as required by law, the sole aggregate liability of NP GROUP arising out of or in connection with these Terms is limited to £5,000,000.

10. TERMINATION

10.1 These Terms may be terminated by either party by giving to the other immediate notice in the event that either NP GROUP or the Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or

has a receiver or administrator appointed or where NP GROUP has reasonable grounds to believe the Client will not pay the NP GROUPS's invoice within the payment terms agreed within clause 4.1.

- 10.2 These Terms may be terminated by either party for convenience by serving 3 months' notice in writing.
- 10.3 Without prejudice to any rights accrued prior to termination, the obligations within clauses 1, 4, 7, 9, 11, 13, 14, 15 and 16 will remain in force beyond the cessation or other termination (howsoever arising) of these Terms.

11. CONFIDENTIALITY, PERSONAL INFORMATION AND DATA PROTECTION

- 11.1 For the purposes of this clause 11 "Data Subject" means as set out in, and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes Candidate.
- 11.2 The parties hereto acknowledge that NP GROUP is a Data Controller in respect of the Personal Data of the Candidate and provides such Personal Data to the Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.
- 11.3 The parties hereto acknowledge that the Client is a Data Controller but the parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.
- 11.4 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by the Client, NP GROUP or by the Candidate, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.
- 11.5 The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.
- 11.6 The Client will –
 - a. comply with the instruction of NP GROUP as regards the transfer/sharing of data between the parties hereto. If the Client requires Personal Data not already in its control to be provided by NP GROUP, Client will set out their legal basis for the request of such data and accept that NP GROUP may refuse to share/transfer such Personal Data where, in the reasonable opinion of NP GROUP, it does not comply with its obligations in accordance with Data Protection Legislation;
 - b. not cause NP GROUP to breach any of their obligations under the Data Protection Legislation.
- 11.7 In the event the Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify NP GROUP and will provide NP GROUP with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information NP GROUP reasonably requests relating to the Personal Data Breach.
- 11.8 In the event of a Personal Data Breach, the Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as NP GROUP may request to –
 - a. investigate and defend any claim or regulatory investigation;
 - b. mitigate, remedy and/or rectify such breach; and
 - c. prevent future breaches.and will provide NP GROUP with details in writing of all such steps taken.
- 11.9 The Client will not release or publish any filing, communication, notice, press release or report concerning any

Personal Data Breach without the prior written approval of NP GROUP.

- 11.10 The Client agrees it will only Process Personal Data of Candidate for the agreed purpose that is introduction for a Vacancy pursuant to these Terms.
- 11.11 The Client will provide evidence of compliance with clause 11 upon request from NP GROUP.
- 11.12 The Client will indemnify and keep indemnified NP GROUP against any costs, claims or liabilities incurred directly or indirectly by NP GROUP arising out of or in connection with any failure to comply with clause 11. The Client and NP GROUP undertake to each other that they shall not at any time during this contract, and for a period of three years after termination of this contract disclose to any person any confidential information concerning the business, affairs, customers, clients, employees or suppliers of the other, except as they are legally required to do so or where such information is already in the public domain or where necessary to their employees, officers, representatives and advisors for the purposes of carrying out their obligations under these Terms. The Client hereby indemnifies NP GROUP in respect of damages, costs or any other liabilities in the event of breach by the Client of any obligations of confidentiality and this clause.

12. EQUALITY

- 12.1 Neither The Client or NP GROUP will unlawfully discriminate against, harass, and or victimise any of the other Party's any employee, officer, consultant, contractor, sub-contractor, in their dealings with such persons whether directly or indirectly, during the provision of or otherwise arising out of or in connection with the delivery of Services; and whether on grounds of sex, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability or age. NP GROUP will not accept instructions from the Client which indicate an intention to discriminate unlawfully. NP GROUP will notify the Client of any reasonable adjustments required in respect of any personnel utilised in the delivery of any Services at the Client's premises whether in respect of access to the Client's premises and or with respect to the provision of Services at the premises. The Parties will co-operate with each other with respect to any reasonable adjustments required in respect of such personnel. Each Party agrees to comply at all times with the Equality Act 2010.

13. GENERAL

- 13.1 Any failure by NP GROUP to enforce at any particular time any one or more of these Terms shall not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.
- 13.2 No provision of these Terms shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999.

14. SEVERABILITY

- 14.1 Whilst the parties consider the provisions herein to be reasonable in all circumstances it is agreed and declared that if any one or more of the terms is considered to go beyond what is reasonable in all the circumstances to protect the legitimate interests of NP GROUP but would be adjusted reasonable if any particular term were deleted such wording may be deleted, restricted or limited by NP GROUP to give effect to the remainder of these terms so that each clause may be considered separate and distinct.

15. VARIATION

- 15.1 No variation or alteration of these Terms shall be valid unless approved in writing by the Client and the NP GROUP.

16. APPLICABLE LAW

16.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

SIGNED for and on behalf of Client

SIGNED for and on behalf of NP Group

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FEE SCHEDULE

1. THE FEE

- 1.1 The Fee is payable by the Client to NP GROUP in the following circumstances:
- 1.1.1 If a Candidate commences an Engagement within 12 months of whichever is the later of (a) an Introduction; (b) the Client's first interview with the Candidate; (c) the Client's withdrawal of an offer of Engagement; and (d) the Candidate's earlier rejection of an offer of an Engagement; and whether any such offer is conditional or not; or
 - 1.1.2 If a Candidate commences an Engagement with a Third Party pursuant to a Third Party Introduction within 12 months of an Introduction by NP GROUP to the Client.
 - 1.1.3 If a Candidate commences work with the Client, whether in the appointment for which the candidate was supplied, or any other capacity.
 - 1.1.4 If a Candidate that was introduced to the Client introduces other potential employees to the Client who are subsequently engaged by the Client.
- 1.2 The Fee is payable whether or not the Client notifies NP GROUP of an Engagement in accordance with the instances mentioned in paragraph 1.1, whether or not another person or organisation purported or purports to introduce the Candidate to the Client, whether or not the Candidate actually commences the Engagement and whether or not the Introduction is the effective cause or an effective cause or no effective cause of the Engagement or of the offer of Engagement.

2. CONTINGENCY EXECUTIVE SEARCH ASSIGNMENTS

- 2.1 Unless otherwise agreed by NP GROUP and the Client in writing, where the Engagement is for an indefinite term or for a fixed term of 12 months or more, the Fee payable to NP GROUP by the Client for an Introduction resulting in an Engagement pursuant to paragraph 1.1 of this Fee Schedule and clause 7 of the Terms shall be 30% of the Gross Annual Remuneration in the first year of the Engagement for each employee supplied.
- For global Search assignments or for Search assignments which require more detailed research and methodology, NP GROUP will provide a separate fixed fee in respect of this work.
- 2.2 In the event that the Engagement is for a fixed term of less than 12 months, the Fee payable shall be calculated on a pro-rata basis according to the length of the Engagement. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate within 12 calendar months from the date of termination of the first Engagement or any subsequent Engagement, the Client shall be liable to pay a further fee based on the additional Remuneration applicable during the second or any subsequent Engagement period. The total fee charged by NP GROUP shall not exceed a sum equal to the percentage of Remuneration for a total Engagement period of 12 months as set out in 1.13 of this Schedule.

- 2.3 Where the value of the Remuneration for an Engagement is not known by NP GROUP, the Fee will be calculated based on NP GROUP's determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which that Candidate (or NP GROUP staff pursuant to clause 7 of the Terms) has been Engaged and having regard to any information supplied to NP GROUP by the Client and/or comparable positions within the market generally.
- 2.4 In the event that the actual Remuneration in the first year of the Engagement is a higher amount than that on which the Fee for the Engagement had been calculated and paid by the Client, the Client shall be liable to pay a further Fee to NP GROUP in respect of the Engagement, calculated in accordance with paragraph 1.3 above, less the Fee already paid by the Client to NP GROUP in respect of the Engagement. NP GROUP shall be entitled to raise an invoice in respect of the further Fee at any time.
- 2.5 VAT at the prevailing rate, Withholding tax and all applicable taxes will be charged on all fees.

3. THE FEE: RETAINED EXECUTIVE SEARCH ASSIGNMENT

- 3.1 NP GROUP shall apply a fee of 30% of the Gross Annual Remuneration in the first year of the Engagement for each employee supplied. In the event that the Client and NP GROUP agree in writing that NP GROUP will provide its services on a retained basis (the "Retained Work"), the Fee shall be payable in the following instalments and subject to the following terms:

- 3.1.1 First payment: One third of the Fee upon NP GROUP's acceptance of the Client's instructions; and
- 3.1.2 Second payment: Two thirds of the Fee upon the Candidate's acceptance of the Client's offer of an Engagement to the Candidate.

For the avoidance of doubt each instalment will be invoiced for, and must be paid in accordance with the provisions of Clause 4 of the Terms.

- 3.2 Where the value of Remuneration for the first year of the Engagement is not known at the time of the instalment payments at paragraphs 3.1.1, the proportion of the Fee for those instalment payments shall be calculated based on NP GROUP's determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which a Candidate is to be Engaged and having regard to any information supplied to NP GROUP by the Client and/or comparable positions within the market generally. The second and final instalment of the Fee payable pursuant to 3.1.2 shall be calculated on the actual Remuneration in the first year of the Engagement. In the event that the actual Remuneration in the first year of the Engagement is a higher amount than that on which the Fee had been calculated for the payments in 3.1, the Client shall pay a further Fee calculated in accordance with 3.1, less the Fee already paid by the Client to NP GROUP in respect of the Retained Work at paragraph 3.1. NP GROUP shall be entitled to raise an invoice in respect of the further fee at any time.
- 3.3 The fee contained within 3.1.1 for Retained work will not be refundable in any circumstances. The provisions of clause 6 shall apply in respect of the fee contained within 3.1.2 for Retained work.
- 3.4 In order to cover the main incidental and operating expenses NP GROUP will charge a fixed

expenses fee of 10% of the assignment value, which is added to each fee invoice. This covers all expense items with the exception of international travel and hotel accommodation. Such expenses are charged in addition, but always pre-agreed with the Client. Candidate expenses are separately itemised and charged at cost.