



DATED 12TH FEBRUARY 2025

STANDARD AGREEMENT FOR FRANCHISEE

Between

XXX AGENCY LTD (FRANCHISEE)

And

RECRUITING HUB INTERNATIONAL LIMITED (PLATFORM)

THIS AGREEMENT is made

BETWEEN:

- (1) **XXX agency** whose business address is at (City,Country) hereinafter referred to as **"Franchisee"**
- (2) **Recruiting Hub International Ltd** is the holding company of its subsidiaries in UK, UAE, USA and India, incorporated and registered in England and Wales with company number [13064342] whose business office is at [Office 189 Lynch Wood Park, Peterborough PE2 6FY | UK] hereinafter referred to as the **Franchisor** or as the **"Platform"**

Recitals:

- (A) The Platform is licensing its Software (Portal) to its Franchisee to manage clients, submission of candidates and the supply chain network it has established.
- (B) The Franchisee carries on the business of the provision of Managing Clients provided by the platform, New Client Acquisition and daily Account Management services. **(360° Sales & Account Management Services)**
- (C) The Platform has requested the Franchisee and the Franchisee has agreed with the Platform, to provide the Business Development/Sales and Account management Services on the terms and conditions of this Agreement.

It is agreed as follows:

1. Interpretation And Definitions

1.1 "Territory" shall mean the area or areas listed in Schedule 1.

1.2 "Franchise Setup Fees" shall mean all charges made by the Recruiting Hub to the franchisee as part of granting the Business Opportunity, supplying software support services to the franchisee, managing and overseeing the franchisee and marketing the franchisee.

1.3 "Sales Manual" shall mean the operational manual given to the franchisee by Recruiting Hub at the commencement of this Agreement

2. Appointment

2.1 Recruiting Hub appoints the franchisee in the specified Territory. All incoming business, direct employers sign up on our website from within the territory will be assigned to the franchise partner. However, the franchise partner on their own can sign up new clients (Employers) from anywhere in the world using their unique employer sign up link provided by the platform except for territories that are exclusively assigned to other franchise partners.

2.2 Recruiting Hub hereby grants to the franchisee all the relevant rights to carry on business as a franchisee in the specified territory.

3. Franchisee's Obligations

The Franchisee agrees as follows:

- 3.1 To provide the Sales/Business Development & Account Management support with reasonable care and skill.
- 3.2 Achieve mutually agreed Monthly, Quarterly, Yearly revenue targets to retain territory exclusivity.
- 3.3 Not to engage in any conduct likely to bring the Platform into disrepute.
- 3.4 To furnish the Platform with any progress reports as may be requested from time to time.
- 3.5 Not to subcontract or assign to any third party any of the Business Development Services which it is required to perform under this Agreement.
- 3.6 To provide at its own cost, subject to any agreement to the contrary specified in the Schedule all such necessary equipment as is reasonable for the adequate

- performance of the Sales/Business Development Services & Account Management.
- 3.7 If the Franchisee is unable for any reason to perform the Business Development Services during the course of this Agreement the Franchisee shall inform the Platform by no later than 10:00am on the first day of unavailability.
- 3.8 Update/add personal LinkedIn profiles with additional role as "Client Partner" or as appropriate.
- 3.9 Platform may handover incoming leads/clients registering on their own to regional partners based on merits and location of client, you are required to provide product training to clients and account manage them. Promote your unique employer sign up link and QR code on social media to sign up new employers which automatically credits in to your franchise account for monetization.
- 3.10 Attend weekly review meetings on Friday
- 3.11 Follow all that is published on our website regarding our **terms of business**.
- 3.12 Upon signing this agreement, pay **one time mandatory non refundable franchise setup fee** and any expenses related to setting up office space (not mandatory) and install company logo signage at office premises.
- 3.13 Provide fair opportunity to all registered recruitment vendors for jobs posted by employers (client accounts owned/managed by Franchisee). Develop vendor relations.
- 3.14 Follow all the local Employment Agency regulation and law and strictly NOT charge a fee to the candidate in the method of finding them a job.
- 3.15 Nothing in this Agreement shall render any member of the Franchisee's Staff an employee of the Platform.

4. Fees (What you earn)

- 4.1. In consideration of the provision of the Business Development/Account Management Services by the Franchisee, the Platform shall pay the fees (excluding VAT/GST/local taxes as applicable) as set out in the Schedule.
- 4.2. Unless specified otherwise in the Schedule, the Franchisee shall submit invoices for the Business Development Services upon successful completion of the rebate/replacement guarantee period as agreed in principal with the client and upon payments fully realized by the clients that are signed up/managed by the Franchisee.
- 4.3. The Platform shall pay each invoice submitted to it by the Franchisee, in full and in cleared funds, within **5** days of receipt to a bank account nominated in writing by the Franchisee.

5. Obligations Of Platform:

- 5.1. Throughout the term of this Agreement the Platform shall pay the Franchisee the fees in accordance with clause 4.3 above. Provide each franchisee an unique Employer sign up URL and a QR code.
- 5.2. The Platform shall furnish the Franchisee with sufficient information in order for the Business Development & Account Management Services to be carried out.
- 5.3. Provide you and your team with access to Admin dashboard, Marketing Materials, SalesIQ Live Chat login, create Official email id of Recruiting Hub.
- 5.4. Provide full training to franchisees on Admin, Live Chat, Recruiting Hub's products and services.
- 5.5. You will have complete control over monetizing the clients who signed up originally through your unique link. If clients signed up on their own before being assigned to you, we have the right to transfer them to another franchise partner if you have not billed them or kept them inactive for a continuous period of 3 months from the date they were assigned to you.

6. Term of The Agreement:

- 6.1. Term of the franchisee agreement is for **2 years** from the date of signing and auto renews on completion of 2 years for further 2 years at no extra cost.
- 6.2. Subject to clause 6.3, this Agreement shall commence on the date specified in the Schedule and shall continue until the date specified for completion of the Franchisee Services unless previously terminated by either party giving the period of notice specified in the Schedule.

- 6.3. Without affecting any other right or remedy available to it, the Platform may terminate this Agreement with immediate effect by giving written notice if the Franchisee:
 - 6.3.1. commits a material breach of any term of this Agreement;
 - 6.3.2. becomes or the Platform suspects that the Franchisee may become subject to an insolvency event; or
 - 6.3.3. ceases or suspends or threatens to cease or suspend carrying on all or a substantial part of its business.
- 6.4. In the event that this Agreement is terminated for any reason the Platform shall immediately pay to the Franchisee all of the Franchisee's unpaid invoices and in respect of services supplied but for which no invoice has been submitted, the Franchisee shall submit an invoice which shall be payable by the Platform immediately upon receipt.

7. Intellectual Property Rights

- 7.1. As between the Platform and the Franchisee, all copyright, trademarks, patents and other intellectual property rights in or created by the Franchisee Services during this assignment specific to this project shall be owned by the Platform.

8. Confidentiality:

- 8.1. The Platform and the Franchisee undertake to each other that they shall not at any time disclose to any person technical or commercial know-how, specifications, processes or any other confidential information concerning the other party's business unless required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.2. You will not during the tenure of this contract and 1 year after the termination either on your own account (whether directly or indirectly) or as a representative employee, director, shareholder or agent of any other person have any dealings in the sale or supply of any relevant goods or services to any relevant customer

The Franchisee Fees for all successful placements during the tenure of this contract shall be payable by **Recruiting Hub** as

Revenue Split: Payment Schedule

Permanent Placements – 50% of the gross profit received by Recruiting Hub

Contract Placements – 50% of the share received by Recruiting Hub on the agreed rate between Client, Contractor (Candidate) and Agency.

Recruiter on Demand Services – Split fee ratio - 80:10:10 (80% to the Recruiter offering their services, 10% to franchisee, 10% to Recruiting Hub)

E.g: Revenue Split Ratio on One off Permanent Placement Fee: Split fee ratio - 60:20:20 – 60% to Recruiter (Recruitment Agency that filled the vacancy, it can also be our franchisee), 20% to Franchisee, 20% to Recruiting Hub

E.g: Revenue Split Ratio on Monthly recurring Contract Placement as long as contract duration: Split fee ratio - 80:10:10 – 80% to Candidate (Independent Contractor/Freelancer), 10% to Franchisee, 10% to Recruiting Hub

Any changes to the above split fee ratio will be subject to review and approved by both parties (Franchisee & Recruiting Hub)

[Our FAQ's section explains our standard split revenue model for Franchisee](#)

9. Notices

9.1. All notices which are required to be given hereunder shall be in writing and shall be sent to the registered email id from time to time of the party upon whom the notice is to be served.

10. Liability

1. Nothing in this Agreement limits or excludes the Franchisee's liability for death or personal injury caused by its negligence; fraud or fraudulent misrepresentation; or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be Limited or excluded by applicable law.
2. Subject to clause Error: Reference source not found, the Platform shall not be liable to the Franchisee, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of or damage to goodwill; loss of use or corruption of software, data or information; any indirect or consequential loss.
3. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

12. Variation

12.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties or their authorized representatives.

13. Governing Law And Jurisdiction

13.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the local jurisdiction where our legal entities are and they can be found in this link – <https://www.recruitinghub.com/bankdetails>. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

Non Disclosure Agreement (NDA):

This Nondisclosure Agreement ("Agreement") is hereby entered into between Recruiting Hub and the Franchisee identified above.

Franchisee during the tenure of this agreement may acquire knowledge of information and data belonging or pertaining to Recruiting Hub (including, but not limited to, trade secrets, business contacts, processes, formulae, proprietary programs, software packages, technical know-how, methods and procedures of operation, user's guides, instruction manuals, and other materials ("Confidential Information").

In consideration of the above, the Parties agree as follows:

Franchisee shall safeguard such Confidential Information obtained from Recruiting Hub to the same degree that it safeguards confidential information pertaining to its own business and operations. Furthermore, Employee shall protect the Confidential Information from any unauthorized access by third parties and not to publish or otherwise exploit it.

Notwithstanding the foregoing, Confidential Information shall not include information which:

(a) is at the time of disclosure, or thereafter becomes, a part of the public domain through no act or omission by Franchisee, its officers, employees, or agents; or

(b) was in Franchisee 's lawful possession as shown by written records prior to the disclosure and had not been obtained by Franchisee either directly or indirectly from the other party; or

(c) is hereafter lawfully disclosed to Franchisee by a third party who did not acquire the information either directly or indirectly from the other party; or

(d) is independently developed by Franchisee.

The Parties agree that the Confidential Information is and shall at all times remain the property of Recruiting Hub. Franchisee acknowledges that Confidential Information is confidential and material to the interests, business and affairs of Recruiting Hub and the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs.

Franchisee shall not be restricted from disclosing Confidential Information of Recruiting Hub pursuant to a judicial or governmental order, but any such disclosure shall be made only to the extent so ordered and provided only that Employee: (i) shall timely notify Recruiting Hub so that it may intervene in response to such order, or (ii) if timely notice cannot be given, shall seek to obtain a protective order from the court or government for such information.

No use of Confidential Information is permitted except as otherwise provided herein or explicitly approved by Recruiting Hub and no grant under any intellectual property rights is hereby given or intended, including any license (implied or otherwise).

Upon the request of Recruiting Hub, Franchisee will return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing the Confidential Information, including all copies thereof, then in the possession of Franchisee or its Representatives. Such return, however, does not abrogate the continuing obligations of Franchisee under this Agreement.

No Poaching Clause:

You will not from the date of termination either on your own account or as a representative for any other person for a period of 1 year interfere with, solicit or endeavour to entice away the agreement of, employ or negotiate or arrange the engagement by any other person, of any person who to your knowledge was in a managerial, or executive of the Protected Business whose departure would damage the Protected Business and with whom you had personal dealings during your engagement.

Non-dealing Clause:

You will not from the date of termination of your agreement either on your own account (whether directly or indirectly) or as a representative employee, director, shareholder or agent of any other person for a period of 12 months have any dealings in the sale or supply of any relevant goods or services to any of our relevant customers.

Non-Solicitation:

During the term of this Agreement and for a period of 12 months after termination the Leaver will not either on its own account or for any firm or company other than the Protected Business solicit, canvass, or entice away from any person, firm, company or organisation which has dealt with the Protected Business in the 12 months prior to termination.

Software License Agreement (SLA):

Data Use and Restrictions

1. Prohibited Activities

The licensee is expressly prohibited from downloading, extracting, or copying any data, content, or information available through the software (hereinafter referred to as "Data") for purposes outside the intended use of the software. Specifically, the licensee agrees not to:

- a. Download or attempt to download any Data unless explicitly permitted within the software interface.
- b. Use automated tools or software (including but not limited to web crawlers, bots, or data scraping tools) to retrieve, harvest, or collect Data from the software.
- c. Circumvent or bypass any security measures or restrictions placed on Data access within the software.
- d. Store, reproduce, or transmit Data outside of the software's environment for personal, commercial, or other purposes not approved by the licensor.

2. Permitted Use of Data

The licensee may only use Data within the context of the software's intended functionality and in accordance with the terms of this Agreement. The Data may be viewed, processed, and analyzed within the software's provided interface, but no other use is authorized unless explicitly granted by the licensor in writing.

3. Intellectual Property and Ownership

All Data accessed through the software is the property of the licensor or its partners and is protected by applicable intellectual property laws. The licensee acknowledges that the licensor retains full ownership of all Data and that any unauthorized download, copying, or sharing of Data constitutes a violation of this Agreement and intellectual property law.

4. Violation and Termination

Any violation of the provisions outlined in this Agreement will result in immediate termination of the license and access to the software. The licensor reserves the right to pursue any legal remedies available, including but not limited to damages and injunctive relief.

5. Monitoring and Enforcement

The licensor reserves the right to monitor the licensee's usage of the software to ensure compliance with this Agreement. The licensee agrees that such monitoring may include tracking activities related to Data access and download attempts.

Declaration:

I understand that Recruiting Hub has developed a software and represents only as a platform that enables franchisee's to scale recruitment business faster than traditional method and revenues are solely based on my selling, account management skills and also has an impact based on external factors like Candidates joining the Employers.

Schedule 1 - Territory

The geographical area will be: *[City, Country]*

Signed by Director
for and on behalf of Recruiting Hub International Ltd ("the Platform")

Signed by YYY
for and on behalf of XXX Agency ("the Franchisee")