



DATED 21ST AUGUST 2021

STANDARD AGREEMENT FOR FRANCHISEE

Between

XXX AGENCY LTD (FRANCHISEE)

And

RECRUITING HUB INTERNATIONAL LIMITED (PLATFORM)

XXX agency whose business address is at (Chennai,India) hereinafter referred to as "**Franchisee**"

Recruiting Hub International Ltd is the holding company of its subsidiaries in UK and India, incorporated and registered in England and Wales with company number [13064342] whose business office is at [Unit19 Greenewable Park, Offord Cluny, Cambridgeshire PE19 5ZA | UK] hereinafter referred to as the "**Platform**"

Recitals:

- (A) The Franchisee carries on the business of the provision of New Client Acquisition and daily Account Management activities including payment followups. (**360° Sales & Account Management Support**)
- (B) 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. The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.

2. Franchisee

- 1. The Franchisee's obligations to provide the Sales/Business Development & Account Management Services shall be as set out in the Schedule. The Business Development Services shall be performed by such member or members of the Franchisee's employees, officers or representatives (Staff) as the Franchisee may consider appropriate. The Franchisee shall be entitled to assign or sub-contract the performance of the Franchisee Services provided that Platform is reasonably satisfied that the assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the Franchisee Services to the required standard and that the terms of any such assignment or sub-contract contain the same obligations imposed by this Agreement.

3. Franchisee's Obligations

- 1. The Franchisee agrees as follows:-
 - 1.1. To provide the Sales/Business Development & Support Services with reasonable care and skill.
 - 1.2. Not to engage in any conduct likely to bring the Platform into disrepute.
 - 1.3. To furnish the Platform with any progress reports as may be requested from time to time.
 - 1.4. Not to subcontract or assign to any third party any of the Business Development Services which it is required to perform under this Agreement except in accordance with clause 2.1.
 - 1.5. 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.
 - 1.6. 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.
 - 1.7. Update/add personal LinkedIn profiles with additional role as "Client Partner" or as appropriate.
 - 1.8. Platform may handover incoming leads/clients registering on their own to regional partners based on merits and location of client. In case of you approving/claiming ownership of incoming client registrations via the admin dashboard you are obliged to furnish the name of the Employer that you approved via our official group communication channel so we can maintain the transparency with other franchise partners.
 - 1.9. Attend weekly review meetings on Friday

2. Nothing in this Agreement shall render any member of the Franchisee's Staff an employee of the Platform.

4. Fees

- 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/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 period as agreed in principal with the client and upon payments fully realized by the clients that are brought by 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.
- 5.2. The Platform shall furnish the Franchisee with sufficient information in order for the Business Development Services to be carried out.
- 5.3. Provide you with Admin dashboard, SalesIQ Live Chat login, official email id of Recruiting Hub.
- 5.4. Provide full training to franchise partners on Admin, Live Chat, Recruiting Hub's products and services.

6. Term of The Agreement:

- 6.1. Subject to clause 6.2, 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.
- 6.2. Without affecting any other right or remedy available to it, the Franchisee may terminate this Agreement with immediate effect by giving written notice if the Platform:
 - 6.2.1. commits a material breach of any term of this Agreement;
 - 6.2.2. becomes or the Franchisee suspects that the Platform may become subject to an insolvency event; or
 - 6.2.3. ceases or suspends or threatens to cease or suspend carrying on all or a substantial part of its business.
- 6.3. 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: 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.
E.g: Revenue Split Ratio: 60:20:20 – 60% to Recruiter (Recruitment Agency that filled the vacancy), 20% to Franchisee, 20% to Recruiting Hub
<u>Our FAQ's section explains our standard split revenue model for Franchisee</u>

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 law of England and Wales. 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:

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

Franchisee during the tenure of the employment 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 employment of, employ or negotiate or arrange the employment or 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 employment 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 relevant customer

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

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

Director

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

Director