

## RecruitingHub Global Franchise Agreement

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This Franchise Agreement ("Agreement") is made between:

Recruiting Hub Ltd, incorporated and registered in England and Wales (Company No. 12677584) with its registered office at Office 189 Lynch Wood Business Park, Peterborough PE2 6FY, United Kingdom (hereinafter referred to as the "Platform" or "Franchisor"),

**AND**

[Franchisee Company Name], whose registered office is at [City, Country] (hereinafter referred to as the "Franchisee").

Together referred to as the "Parties".

### 1. Definitions

**Territory:** The geographic territory assigned to the Franchisee as described in Schedule 1.

**Platform:** RecruitingHub's proprietary recruitment technology platform including its Vendor Management System (VMS), AI Recruiter platform, Bench Exchange and associated services.

**Services:** Business development, client acquisition, account management and platform promotion performed by the Franchisee.

**Clients:** Employers who register on the RecruitingHub platform and use the platform services.

**Franchise Setup Fee:** One-time fee payable by the Franchisee for access to the platform, training and franchise rights.

### 2. Appointment

RecruitingHub appoints the Franchisee as a non-exclusive franchise partner to promote and sell RecruitingHub services within the agreed Territory.

Incoming employers registering from the Territory may be assigned to the Franchisee. The Franchisee may also sign up employers globally using its unique employer signup link provided by RecruitingHub except where territories are exclusively assigned to other franchise partners.

Exclusivity shall only apply provided the Franchisee meets the minimum performance requirements defined in this Agreement.

### **3. Minimum Performance Requirement**

The Franchisee agrees to onboard a minimum of five (5) new paying employer clients per calendar month or achieve any mutually agreed revenue target agreed between the Parties.

Failure to meet the minimum performance requirement for three (3) consecutive months allows RecruitingHub to:

- a) revoke territory exclusivity; or
- b) terminate this Agreement with thirty (30) days written notice.

### **4. Franchisee Obligations**

The Franchisee agrees to:

- Promote RecruitingHub products including VMS and AI Recruiter.
- Provide sales, onboarding and account management services.
- Maintain professional conduct and protect the reputation of RecruitingHub.
- Comply with all local recruitment regulations.
- Not charge candidates for job placement services.
- Provide equal opportunity to registered recruitment vendors using the platform.
- Attend review meetings and cooperate with platform operational guidelines.

#### **Global Promotion Rights and Restrictions:**

The Franchisee shall have the right to promote RecruitingHub products and services to potential employer clients **globally**, subject to the following restrictions:

1. The Franchisee shall not solicit, approach, or conduct sales activities within territories that have been granted exclusively to another RecruitingHub franchise partner.
2. The Franchisee shall not solicit or attempt to acquire any employer clients that are already registered on the RecruitingHub platform.
3. A list of existing clients and registered employer accounts can be viewed by the Franchisee within the RecruitingHub Admin Portal, and such accounts shall be deemed protected clients of RecruitingHub.
4. RecruitingHub reserves the right to determine whether a client is considered an existing client, protected client, or assigned to another franchise partner.
5. If a Franchisee introduces a client that is later determined to belong to another exclusive territory or existing account, RecruitingHub shall have the right to reassign the client to the appropriate franchise partner or internal team without obligation to pay commission.

**5. Obligations of RecruitingHub**

RecruitingHub shall:

- Provide platform access, training and marketing materials.
- Provide employer signup links and QR codes.
- Provide administrative dashboards and support systems.
- Provide technical infrastructure for VMS and AI Recruiter services.

**6. Revenue Sharing**

**1. Vendor Management System (VMS) – Placement Fee Distribution**

<b>Permanent Placement (One time fee)</b>			
<b>Candidate Source</b>	<b>RecruitingHub</b>	<b>Franchisee</b>	<b>Agency</b>
Agency supplied	20%	20%	60%
Franchisee supplied	20%	80%	NA

<b>Contract (Indicative Split- recurring until contract duration)</b>				
<b>Candidate Source</b>	<b>RecruitingHub</b>	<b>Franchisee</b>	<b>Agency</b>	<b>Contractor</b>
Agency supplied	10%	10%	10%	70%
Franchisee supplied	10%	20%	NA	70%

**2. AI Recruiter SaaS – Subscription Revenue Distribution**

<b>Product</b>	<b>RecruitingHub</b>	<b>Franchisee</b>
AI Recruiter Subscription	80%	20%

Revenue shall be payable after the employer payment is received and guarantee period (if applicable) is completed.

**7. Intellectual Property**

All intellectual property including software, algorithms, databases, trademarks and platform technology relating to RecruitingHub remain the exclusive property of RecruitingHub.

The Franchisee receives only a limited license to use the platform during the term of this Agreement and shall not reverse engineer, copy or replicate any platform technology.

## **8. Confidentiality**

Both Parties agree to keep confidential all proprietary or commercially sensitive information relating to the other party's business including software, client lists, operational processes and technology.

These obligations survive termination of this Agreement.

## **9. Data Protection**

Both Parties agree to comply with all applicable data protection regulations including the UK GDPR and the Data Protection Act 2018.

Franchisee shall not export, copy or misuse candidate or employer data obtained through the platform.

## **10. Term and Renewal**

The Agreement shall remain valid for a period of two (2) years from the date of signing and shall automatically renew for additional two-year periods unless terminated in accordance with this Agreement.

## **11. Termination**

RecruitingHub may terminate the Agreement immediately if the Franchisee:

- commits a material breach of this Agreement
- becomes insolvent
- fails minimum performance requirements
- damages the brand reputation of RecruitingHub

Either party may terminate this Agreement by providing thirty (30) days written notice.

## **12. Post-Termination Client Ownership**

All employer accounts and platform users remain the exclusive property of RecruitingHub.

Upon termination of this Agreement:

- Franchisee shall immediately cease representing RecruitingHub.
- RecruitingHub retains full rights to continue servicing all clients.
- Franchisee will only receive commissions for placements completed before termination.
- No future commissions will be payable after termination.

## **13. Non-Compete and Non-Solicitation**

During the term of this Agreement and for twelve (12) months after termination, the Franchisee shall not operate or participate in a competing recruitment marketplace, VMS platform or AI recruitment technology business.

The Franchisee shall not solicit RecruitingHub clients or staff for a period of twelve (12) months after termination.

**14. Limitation of Liability**

RecruitingHub shall not be liable for hiring decisions made by employers, employment disputes, candidate misrepresentation, or any indirect or consequential loss.

Total liability shall not exceed the fees paid to the Franchisee during the previous three months.

**15. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction to resolve disputes arising from this Agreement.

**Schedule 1 – Territory**

The Franchisee Territory shall be: [City / Country]

**16. Signatures**

Signed by Director
for and on behalf of <b>Recruiting Hub Ltd ("the Platform")</b>

Signed by <b>YYY</b>
for and on behalf of <b>XXX Agency ("the Franchisee")</b>