
E4E

CLIENT TERMS AND CONDITIONS

PLEASE READ CAREFULLY BEFORE SUBMITTING YOUR PROJECT SCOPE WITH US

This agreement (**Agreement**) is a legal agreement between you and any third party you represent (**you** or **your** as the context requires) and Experience4Equity Ltd a company registered in England and Wales with number 10637515 (**we, us** or **our** as the context requires) for:

- your use of the website www.experience4equity.com; and
- the services provided by us to you in relation to the Project Scope you are submitting.

You should print a copy of this Agreement for future reference.

AGREED TERMS

1 The agreement

- 1.1 These terms set out the agreement between us and you for the introduction of experts by us to you.
- 1.2 The terms of engagement between you and experts will be governed by the Project Scope and any additional terms and conditions which you may agree with the expert, including pay and duration.

2 Our services

- 2.1 We will be operating as an employment agency as defined in the Employment Agencies Act 1973.
- 2.2 We agree to search our database for experts who meet the criteria of the assignment set out in the Project Scope and where available to introduce selected experts to you. (**Introduce** means the provision to you of information by us by way of a curriculum vitae or in such other format as we may from time to time determine which identifies the expert and **Introduction** and **Introduced** shall be construed accordingly.)

3 Client's obligations

- 3.1 Unless otherwise required by law, it is your responsibility to:
 - 3.1.1 assess the suitability of any expert;
 - 3.1.2 ensure that any expert supplied by us has the necessary qualifications and right to work in the United Kingdom;

- 3.1.3 take up any references supplied (including confirmation of any professional or academic qualifications);
- 3.1.4 notify us and the expert of any terms and conditions (other than those that may be set out in the Project Scope) to which the assignment is subject. We shall have no liability to you under such terms, including without limitation for payment of any monies, holiday entitlement or any other benefits;
- 3.1.5 pay any experts that you engage and ensure that such payment is made promptly;
- 3.1.6 ensure that you hold any necessary licences, permits and consents for any work an expert is required to do and in relation to any place where that work is to be carried out;
- 3.1.7 obtain and maintain all necessary licences, permissions and consents which may be required for the assignment before the date on which the assignment is to start; and
- 3.1.8 comply with all applicable laws, including employment and health and safety laws.

4 Fees

- 4.1 We will charge you a fee for any expert engaged as a consequence of, or resulting from an introduction by us to you, whether directly or indirectly. We will confirm the fee in an Engagement Proposal form before an expert is introduced to you.
- 4.2 An additional fee shall be payable if the expert is subsequently engaged by you or any associate company, firm or person or third party to whom you have introduced the expert, whether directly or indirectly, within the period of two years from the date of introduction.
- 4.3 We will invoice for our fees when the Engagement Proposal form has been agreed and the expert has been engaged. The invoice is payable within 30 days of the invoice date. Subsequent invoices (for example in relation to any changes in the Project Scope entitling us to charge additional fees) are payable within 30 days.
- 4.4 Where applicable, we will charge VAT to you, at the prevailing rate.
- 4.5 If you fail to make a payment due to us under this agreement by the due date, then you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

5 Confidentiality

- 5.1 You and we agree not at any time (unless expressly so authorised by the other), to disclose to any person or to make use of any of each other's confidential information.
- 5.2 The restriction in clause 5.1 does not apply to:

- 5.2.1 any use or disclosure authorised by the expert or us or as required by law a court of competent jurisdiction or any governmental or regulatory authority; or
- 5.2.2 any information which is already in, or comes into, the public domain otherwise than through an unauthorised disclosure by you.

6 Data protection compliance

- 6.1 You agree to us holding and processing data relating to you for legal, personnel, administrative and management purposes in accordance with the terms of our Privacy Policy.

7 Warranties and indemnities

- 7.1 You warrant that the information supplied to us in the Project Scope is correct.
- 7.2 You shall indemnify us and keep us indemnified against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses which we may suffer, sustain, incur, pay or be put to arising from or in connection with:
 - 7.2.1 any failure by you to comply with your obligations under this agreement;
 - 7.2.2 any negligent or fraudulent act or omission by you;
 - 7.2.3 the disclosure by you of any confidential information; or
 - 7.2.4 any claim brought by the expert against you in connection with the assignment.

8 No partnership or agency

- 8.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 8.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

9 Limitation of liability

- 9.1 Nothing in this agreement shall limit or exclude our liability for:
 - 9.1.1 death or personal injury caused by negligence, or;
 - 9.1.2 fraud or fraudulent misrepresentation.
- 9.2 Subject to clause 9.1:
 - 9.2.1 we shall have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
 - (a) the suitability or availability of any expert;
 - (b) the failure to agree the terms of engagement with an expert;

- (c) any act or omission of an expert; or
- (d) any indirect or consequential loss arising under or in connection with this agreement;

9.2.2 our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with any assignment shall be limited to 100% of the total fees paid by you to us relating to that assignment.

10 Entire agreement

- 10.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 10.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 10.3 We may vary the terms of this agreement from time to time on prior written notice to reflect the changing needs of our business and/or to comply with new legislation.
- 10.4 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

11 Third party rights

- 11.1 No one other than a party to this agreement shall have any right to enforce any of its terms.

12 Severance

- 12.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

13 Governing law

- 13.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14 Jurisdiction

- 14.1 Subject to clause 14.2, 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 or its subject matter or formation (including non-contractual disputes or claims).

14.2 Where you are domiciled outside the UK, any dispute or claim arising out of or in connection with this agreement, shall ultimately be referred to and settled by arbitration under the ICC Rules in force at the date of the request for arbitration, which rules are deemed to be incorporated by reference into this clause, subject to the following:

14.2.1 The tribunal shall consist of a sole arbitrator.

14.2.2 The seat of the arbitration shall be England.

14.2.3 The place of arbitration shall be London.

14.2.4 The language of the arbitration shall be English.