

## Alex and Yuan Partners Limited

### Terms and Conditions

This Recruitment Services agreement (this “Agreement”), dates as of XXX, is by and between Alex and Yuan Partners Limited (“Agency”) located at 63 St Mary Axe, London, EC3A 8AA and XXX (“Firm”).

The Effective Date of this Agreement is XXX (“Effective Date”)

#### 1. Definitions

1.1 In these Terms and Conditions the following apply:

- |                               |   |
|-------------------------------|---|
| “Agreement”                   | means these terms and conditions for recruitment (contingency or retained search);  |
| “Candidate”                   | means an individual introduced to the Firm by the Agency, this will include all individuals hired by the Client in relation to team moves;  |
| “Agency”                      | means the person, partnership or corporate body carrying on business as a recruitment Agency including each employee and independent contractor employed or retained by the Agency, as the case may be, for the purpose of carrying on the business as a recruitment Agency;      |
| “Cancellation Fee”            | means a sum of money that will be charged to the client who has enlisted the Agency but failed to complete their end of the agreement. This will include revoking an offer both before or after a candidate has accepted. The calculation for this fee is outlined in clause 4.8; |
| “Engagement”                  | means when a Candidate has accepted the offer from the Client. This will also include both on a temporary or permanent basis as well as under a partnership agreement, joint venture, LLP or a contract for services;   |
| “Firm” or “you” or “Customer” | means the person, firm, partnership or individual from your business.   |
| “Agency’s Nominee”            | means the person nominated by the Agency as its principal point of contact for the Firm in all matters relating to Terms and Conditions pursuant to this Agreement;   |

<b>“Introduction”</b>	means disclosing a Curriculum Vitae, Profile, Business Case or any such information which allows the firm to identify the candidate either for an active mandate or on a speculative basis. An introduction will also be deemed to have taken place if the Client undertakes an interview with a Candidate whether formally in person or via video, telephone or alternative means. The Introduction will be satisfied when this leads to an Engagement of the Candidate or multiple person team.
<b>“Introduction Fee”</b>	means the fee that will be payable to the Agency for an Introduction that results in a successful Engagement;
<b>“Legal Search Assignment”</b>	means a legal recruitment search to be undertaken by the Agency at the written request of the Firm for the recruitment of a suitable Candidate for the position that may be specified by the Firm;
<b>“Losses”</b>	means any damages, costs, fines, interest, penalties and losses whether direct, indirect, special or consequential without limitations. This shall also include losses as a result of actions, proceedings, demands and claims.
<b>“Partner”</b>	means a contract partner or an equity partner at the Firm;
<b>“Remuneration”</b>	means the gross base salary and guaranteed bonus receivable by the Candidate for Services rendered to the Client or any third parties;
<b>“Received CV”</b>	means a CV or resume for a Candidate which has been received by the Firm pursuant to a Legal Search Assignment or which is otherwise provided by the Agency to the Firm; and
<b>“AYP” or “Alex and Yuan Partners”</b>	means the London office of the Firm or individual who is responsible for this Agreement.
<b>“Controller”</b>	has the meaning given to it in the GDPR.
<b>“Data Protection Authority”</b>	means a Supervisory Authority, as that term is defined in the GDPR.

<b>“Data Protection Impact Assessment”</b>	means a data protection impact assessment, as described in Article 35 of the GDPR.
<b>“Data Protection Laws”</b>	means: (a) the GDPR, Directive 95/46/EC, Directive 2002/58/EC and Directive 2009/136/EC, together with any national implementing laws in any Member State of the European Union; and (b) any equivalent legislation, or legislation dealing with the same subject matter, anywhere in the world; each as applicable to any Group Company and each as amended, consolidated or replaced from time to time.
<b>“Data Subject”</b>	has the meaning given to it in the GDPR.
<b>“GDPR”</b>	means Regulation (EU) 2016/679, as amended, consolidated or replaced from time to time.
<b>“Parties”</b>	means the Agency and the Client
<b>“Personal Data”</b>	has the meaning given to it in the GDPR.
<b>“Personal Data Breach”</b>	has the meaning given to it in the GDPR.
<b>“Personnel”</b>	means any current, former or prospective employee, consultant, temporary worker, intern, other non-permanent employee, contractor, secondee or other personnel.
<b>“Process”, “Processing” or “Processed”</b>	has the meaning given to it in the GDPR.
<b>“Processor”</b>	has the meaning given to it in the GDPR.
<b>“Relevant Personal Data”</b>	means Personal Data that are Processed for the purposes of providing or receiving the Services.
<b>“Subprocessor”</b>	means any party engaged by the Agency to Process Relevant Personal Data.

- 1.2 Unless the context otherwise requires, words in the singular include the plural and vice versa.
- 1.3 References to **“party”** are to a party to this Agreement.
- 1.4 References to **“including”** shall be construed without limitation.
- 1.5 Any reference to **“writing”** or **“written”** means any method of reproducing words in a legible and non-transitory form including, for the avoidance of doubt, e-mail.
- 1.6 References to **“joins”, “joining”** or **“joined”** are, in each case, to the contractual commencement date of the Candidate.

1.7 References to “**person**” shall include any partnership, corporate entity or unincorporated body or association.

1.8 References to “**paragraph**” are to a paragraph of this Agreement.

## **2. Dealings with the Agency**

2.1 The Agency’s Nominee is Yanli Yuan ([Yanli.Yuan@alex-yuan-partners.com](mailto:Yanli.Yuan@alex-yuan-partners.com)), Director and Partner of the Agency. The Terms and Conditions (“**Agreement**”) constitute an agreement between the Agency and the Firm for the Introduction of Employees. In relation to Terms and Conditions the Firm will correspond and otherwise liaise at all times only with the Agency’s Nominee.

2.2 The Terms and Conditions will be deemed to have been accepted through an Engagement or Introduction of a Candidate. If information is passed from the Firm to third parties this will also be deemed as acceptance of the Terms and Condition for the purposes of this Agreement.

2.3 These Terms and Conditions constitute the entire agreement between the Agency and the Client unless otherwise agreed by the Agency’s Nominee. If prior terms have been agreed these shall be deemed null and void and this Agreement shall prevail over any other agreements.

2.4 In regards to Variations of the Terms and Conditions; the Agency will make agreed changes to the Terms and shall send a copy for signature to the Firm. No Alterations to the Terms and Conditions shall be deemed as valid unless agreed by the Agency’s Nominee. All variations made shall apply from the date to which the Agency has set out in writing.

2.5 The Agency under Section 13(2) of the Employment Agencies Act 1973 acts as an employment agency when introducing Candidates to the Firm for Engagement.

2.6 The Agency agrees that when making formal introductions by sending a CV they will send an accompanying email to Introductions providing a summary of the Candidate’s relevant experience, current position and status, reasons for considering a move and any other pertinent information in relation to the Candidate’s potential appointment.

2.7 Prior to referring any Candidate, the Agency will ask the Candidate if they are already subject to an introduction to the Firm (whether by the Candidate, another Agency or otherwise).

2.8 The Firm agrees that Received CVs, Profiles or other information submitted by the Agency and the identities of introduced Candidates are confidential and that the Firm is not authorised to disclose this information to any third party without authorisation from the Agency or the Candidate.

## **3. Processing of Relevant Personal Data – Obligations of Agency and Firm**

3.1 The Parties agree to promptly complete and execute a data transfer agreement substantially in the form of Controller-to-Processor Standard Contractual Clauses for the transfer of Relevant Personal Data from the European Union to Processors established in third countries and as approved for the purposes of Directive 95/46/EC (as amended, consolidated or replaced from time to time) and thereafter to comply with all of the conditions thereof.

3.2 The Parties hereby acknowledge and agree that the Firm is a Controller and the Agency is a Processor with respect to the Processing of Relevant Personal Data.

- 3.3 The Firm will take reasonable steps to ensure Relevant Personal Data is kept confidential. They will take all reasonable steps to ensure the reliability and trustworthiness of their Personnel and any subprocessors and ensure the confidentiality of all Relevant Personal Data that they Process.
- 3.4 The firm will promptly provide the Agency with all reasonable technical and organisational assistance necessary to respond appropriately to requests from Data Subjects to excise their rights;
- 3.5 The firm will promptly provide the Agency with all reasonable assistance that would be deemed necessary to enable the Agency to notify any relevant breaches of the GDPR to the relevant Data Protection Authorities and affected Data Subjects.
- 3.6 The firm will notify the Agency promptly, and in any event within twenty-four (24) hours of becoming aware of any Personal Data Breach.
- 3.7 The Firm shall not, whether through action or omission, place the Agency in breach of any Data Protection Laws.
- 3.8 The Agency has a DPO who can be contacted at [zena.alex@alex-yuan-partners.com](mailto:zena.alex@alex-yuan-partners.com) for UK matters. The agency has appointed IT Governance Europe Limited to act as their EU representative. If you wish to exercise your rights under the EU General Data Protection Regulation (EU GDPR), or have any queries in relation to your rights or general privacy matters, please email the Representative at [eurep@itgovernance.eu](mailto:eurep@itgovernance.eu) Please ensure to include Alex and Yuan Partners name in any correspondence you send to the Representative.

#### **4. Fees**

- 4.1 The Firm agrees to notify the Agency as soon as it makes an offer of Engagement to the Candidate.
- 4.2 The Firm also agrees to notify the Agency once an offer has been accepted by the Candidate. Without undue delay the Firm will present the Agency with the details of such offer including the Remuneration, Bonuses and agrees to provide the Agency with any documentary evidence to support this that it may request. Subject as provided at paragraphs 4.5 to 4.8, the Firm will pay to the Agency a fee for a Candidate (“**Introduction Fee**”) calculated as a percentage of:
  - (a) the Candidate’s annual remuneration
  - (b) the amount allocated in the Firm’s budget as the Candidate’s annual remuneration determined at the date of the offer, if an Equity Partner
- 4.3 The Introduction Fee is thirty-five percent (35%) of Remuneration. The Introduction Fee is payable if the Client Engages the Candidate within 18 calendar months from the date of the Introduction.
- 4.4 The Introduction Fee shall be payable within 7 days of the date of the Agency’s invoice which shall be rendered once the Candidate signs the employment contract.
- 4.5 If an agreement has been made between the Client and the Agency around liability for expenses that have been incurred. Then the agency will render an invoice to the Client for such expenses which can include but are not limited to travel expenses regardless of whether the Candidate commences an Engagement with the Firm.

- 4.6 VAT is charged at the standard rate on all fees.
- 4.7 In instances where the Agency is paid an invoice Late which shall be deemed past the payable timeframe in clause 4.4. Then the Agency reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on the invoiced amount.
- 4.8 If in an instance where an offer of Engagement has been made to a Candidate and the firm decides to withdraw such offer prior or after the Candidate has accepted such offer. The Client shall be liable to pay the Agency a Cancellation fee of £10,000 GBP.
- 4.9 If the Candidate for whom the Firm has paid an Introduction Fee is terminated for any reason (whether by the Firm or the Candidate) (“**Termination**”), the Agency will repay to the Firm:
- (a) the Introduction Fee in full if Termination is given before the start date
  - (b) 50% of the Introduction Fee if notice of Termination is given within 8 weeks of the date on which the Candidate joined the Firm, and
  - (c) 25% of the Introduction Fee if notice of Termination is given within 12 weeks of the date on which the Candidate joined the Firm,

such repayment to be made by the Agency to the Firm within 30 days of the date of Termination.

## **5. Third Parties**

- 5.1 Introductions made by the Agency to the Firm are strictly confidential.
- 5.2 If a client discloses confidential information or details of a candidate to a third party, this will be deemed an ‘Introduction to Third Parties’. If this disclosure results in the Engagement of a candidate by a third party within 18 months of the Agency’s initial introduction, then the client shall pay the Agency the Introduction Fee. Where the salary of the Candidate at the Third Party is unknown, the Agency will send an invoice for £10,000 GBP to the Firm.

## **6. Suitability**

- 6.1 The Agency will endeavour to undertake suitability checks of Candidates that it introduces to the Client.
- 6.2 The client must be satisfied that the Candidate is suitable for the position that they are seeking to fill.

## **7. Clients responsibilities in relation to suitability**

The client is ultimately responsible for:

- 7.1 Checking the candidates right to work or permission to work in the location of the position.
- 7.2 Checking the reference and qualification certificates provided by the Candidate prior to engaging them.
- 7.3 Satisfying any medical or other suitability and requirement checks required for the Candidate to work in such position.

## **8. Clients responsibility to provide Agency with sufficient information**

8.1 The Firm will provide the Agency with the following information:

8.1.1 The date the Firm needs the Candidate to start and for how long

8.1.2 The type of work, location, working hours and any health and safety risks and controls

8.1.3 The experience, references, training and qualifications the hirer needs for the position

Or by law

8.1.4 Any expenses payable by or to the Candidate

8.1.5 The notice period for termination of employment

## **9. Non-Exclusive**

This Agreement is non-exclusive to the Firm. The Agency can engage with other Clients and offer them similar services.

## **10. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all preceding arrangements, agreements or understandings.

## **11. Variations and Waivers**

No term or provision of this Agreement may be waived or in any way modified or supplemented except in writing and signed by the parties.

## **12. Liability**

12.1 The Agency shall not be liable under any circumstances for loss, damage, delay, expenses, costs incurred or compensation which may be incurred or suffered by the Client from the Agency seeking a Candidate for the Client.

12.2 The Agency does not exclude liability for death or personal injury arising from its from its own negligence or for any other loss which under the Law of England & Wales which it is not permitted to exclude.

## **13. Termination**

13.1 Without affecting any other right or remedy available to it, either Party may terminate this agreement with immediate effect by giving written notice to the other Party if the other Party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so or if the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986. On termination of this Agreement, Clause 4 (Fees) and Clause 2.8 and Clause 3 in its entirety (Third Parties, Confidentiality and GDPR) shall continue to be in force.

#### **14. Assignment**

- 14.1 The Agency will not assign the benefit of this Agreement to any person, firm or company or deal in any other manner with any or all of its rights or obligations, in each case, without the prior written consent of the Firm.

#### **15. Notices**

- 15.1 Where notices are required to be given in accordance with the Terms and Conditions, these shall be done so in writing and can be delivered in person or by first class signed for post to the registered office. The address is 63 St Mary Axe, London, EC3A 8AA.
- 15.2 Notice shall be deemed served; if by hand when it is delivered and if by first class post within 48 hours of posting.

#### **16. Severability**

- 16.1 If any of the provisions of these Terms and Conditions shall be determined by a competent authority to be unenforceable to any extent. The unenforceable provision shall be severed from the remaining terms which are valid to the extent that is permitted by the applicable governing Laws.

#### **17. General**

- 17.1 The Terms and Conditions of this agreement are not intended to establish a partnership or joint venture between the parties of the agreement.
- 17.2 The Terms and Conditions of this agreement do not authorise any party to make or enter into any commitments for or on the behalf of the other Party.
- 17.3 The parties shall not be liable for failure to perform or delays of its obligations if this was due to an event outside of their reasonable control. Such acts include but are not limited to; Acts of God, Accident, Flood, Fire, Accidents or War excluding Pandemics. The Party that is affected by such acts shall be entitled to an extension that is a reasonable time frame to fulfil its obligations.
- 17.4 The Parties agree that neither shall have claims for negligent misstatements, innocent or negligent misrepresentation based on this agreement.
- 17.5 The Parties agree that no delay or failure by a Party to exercise any right or remedy under the Terms and Conditions or by Law shall constitute a waiver of such right or remedy.

#### **18. Governing Law and Jurisdiction**

- 18.1 This Agreement and all disputes in relation to this Agreement (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England & Wales.
- 18.2 The parties irrevocably agree that the courts of England & Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes or claims).



**IN WITNESS WHEREOF**, this Agreement has been executed for and on behalf of both parties by their duly authorised representatives.

Signature

Signature

Name

Name

Position

Position

Date

Date

For and on behalf of Alex and Yuan Partners  
(the Agency)

For and on behalf of XXX  
(the Client)