

REGISTRATION AGREEMENT

1. DEFINITIONS & INTERPRETATION

- 1.1. In this Agreement, the following definitions apply:
- 1.1.1. "Client" means any person, firm or corporate body to which You are introduced by Us;
 - 1.1.2. "Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
 - 1.1.3. "Confidential Information" means any and all confidential, commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or its business or affairs in any form or medium;
 - 1.1.4. "Data" means personal data and sensitive personal data as defined in the Data Protection Act 1998;
 - 1.1.5. "Intermediary Company" means a third party intermediary company which employs or engages temporary workers;
 - 1.1.6. "Permanent Vacancy" means a permanent position with a Client;
 - 1.1.7. "Temporary Assignment" means a temporary role which you undertake for a Client; and
 - 1.1.8. "Us/We" means Kenton Black Limited (Registered in England and Wales No. 06664214) of 127 Hagley Rd, Birmingham B16 8LD.

2. INTRODUCTIONS & INTERVIEWS

- 2.1. You authorise Us to provide recruitment services to You and to introduce You to Clients from time to time. We will act as an Employment Business if we introduce You to a Client for a Temporary Assignment and as an Employment Agency if We introduce You to a Client for a Permanent Vacancy
- 2.2. We will endeavour to find the type of work indicated by You during the registration process or such alternative type of work as You may agree to undertake.
- 2.3. You acknowledge and agree that:
- 2.3.1. We are under no obligation to introduce You to any Client for any Permanent Vacancy or Temporary Assignment or to otherwise provide You with any work of any kind;
 - 2.3.2. This Agreement is not exclusive and You may register your details with any other recruitment agency at any time;
 - 2.3.3. Although We will take all practicable steps to ensure that it would not be detrimental to your interests to work in a Permanent Vacancy or Temporary Assignment, We offer no warranty as to whether it is suitable for You and You must therefore make appropriate enquiries to ensure that the Permanent Vacancy or Temporary Assignment meets your requirements;
 - 2.3.4. We will use reasonable endeavours to obtain feedback from the Client in respect of any introduction to or interview with a Client but We may be unable to obtain such feedback; and
 - 2.3.5. Unless otherwise agreed by Us in writing, You will not be entitled to reimbursement of any expenses which You incur in attending an interview with Us or with a Client.
- 2.4. If We propose introducing You to a Client, You must notify Us without delay if You have applied for a position with the same Client directly or through any third party.
- 2.5. If We introduce You to a Client, You agree to notify us in writing before applying for a vacancy with the same Client, directly or through any third party, within the following 12 month period.

- 2.6. You must notify Us without delay if You receive an offer of employment or engagement from any Client to which You have been introduced or supplied by Us.

3. TEMPORARY ASSIGNMENTS

- 3.1. If You agree to carry out a Temporary Assignment for a Client, You agree to be engaged:
- 3.1.1. Through a limited company of which You are a director under our Limited Company Agreement; or
 - 3.1.2. By an Intermediary Company, provided that:
 - 3.1.2.1. Such Intermediary Company has been approved by Us;
 - 3.1.2.2. Your contract for the Temporary Assignment shall be with the Intermediary Company and not with Us;
 - 3.1.2.3. You acknowledge that the Intermediary Company may apply certain charges and deductions from its payments to You and We have no control over such charges and deductions; and
 - 3.1.2.4. You are responsible for making enquiries of the Intermediary Company to establish the charges and deductions which they will make from payments to You and the basis on which You may be able to claim expenses.
- 3.2. If you carry out a Temporary Assignment and are engaged directly by Us:
- 3.2.1. You will be entitled to a minimum of 20 days paid leave per annum plus the usual public holidays in England & Wales;
 - 3.2.2. Unless otherwise agreed, you will be entitled to terminate the Temporary Assignment at any time and without notice;
 - 3.2.3. The hourly rate which We pay for any Temporary Assignment undertaken by You shall not be less than the National Minimum Wage or, where applicable, National Living Wage in force from time to time; and
 - 3.2.4. We will make payments each week for work which You have carried out irrespective of whether We expect to receive payment from the Client.

4. CONFIDENTIAL INFORMATION

- 4.1. Without prejudice to any other duty to keep secret any and all information given to You, You must not disclose, disseminate or use for your own benefit, or the benefit of any third party, any Confidential Information which is disclosed to You or which You otherwise obtain during the recruitment process.
- 4.2. For the purposes of this clause, Confidential Information is confidential if it is labelled confidential, if We or the Client expressly state (whether in writing or otherwise) to You that the information is confidential or if You reasonably ought to have known that the information would be considered to be confidential.

5. DATA PROTECTION

- 5.1. You consent to Us capturing, storing and processing Data relating to You in the course of providing recruitment services to You.
- 5.2. If You wish to be submitted for a Permanent Vacancy or Temporary Assignment, You consent to Us sending Data relating to You to the Client and to any other relevant third party including, without limitation, the Client's managed service provider or recruitment process outsourcing company (if any) and your Intermediary Company.
- 5.3. You acknowledge that your Data may be processed both inside and outside of the European Economic Area for administrative purposes relating to any Permanent Vacancy or Temporary Assignment.

- 5.4. You acknowledge that We are required under the Conduct Regulations to disclose all relevant information relating to You to a Client.

6. CONFIRMATION

- 6.1. You confirm that:

- 6.1.1. All information provided by You for the purposes of registering with Us or applying for any Permanent Vacancy or Temporary Assignment is accurate, not misleading and does not omit any relevant information;
- 6.1.2. You have notified Us of any unspent criminal convictions and, if you are applying for a Permanent Vacancy or Temporary Assignment which falls within the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975, any spent convictions;
- 6.1.3. You shall, where applicable, provide Us with all relevant information regarding any security clearances which You hold and You consent to Us providing any such information to Our Client and any third party acting on Our Client's behalf for the purposes of assessing your suitability, verifying your security clearances or applying for any additional security clearances which are required;
- 6.1.4. You will notify us without delay if any information provided by You becomes inaccurate or if it would be detrimental to the interests of our Client for You to work in a particular Permanent Vacancy or Temporary Assignment; and
- 6.1.5. You are legally entitled to work in the United Kingdom.

7. TERMINATION

- 7.1. Either You or We may terminate this Agreement in writing at any time and without notice.
- 7.2. Upon termination of this Agreement, any Temporary Assignment in progress shall continue until terminated in accordance with its terms.
- 7.3. Clauses 2.5, 2.6, 4 and 5 and shall survive termination of this Agreement.

8. LAW & JURISDICTION

- 8.1. This Agreement shall be construed in accordance with the laws of England & Wales.
- 8.2. Any dispute, claim or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the courts of England & Wales.