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## RECRUITMENT TERMS

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These Terms of Business are applicable to all Services rendered to all Clients by LHS Digital Ltd, known and trading as “DigitalGrads”. By engaging DigitalGrads’ Services, the Client accepts these Terms and Conditions.

These Terms of Business supersede all previous terms and shall continue in force until the agreement between DigitalGrads and the Client is terminated by either party giving written notice to the other 30 days prior to the intended termination date.

### WHEREAS:

- (1) We are in the business of providing digital marketing training and mentoring to recent graduates (“**Graduates**”) and helping to connect them with businesses to give them potential employment opportunities, and gain practical work experience via Internships.
- (2) You wish to enhance your digital marketing activities by way of assistance in either taking on an intern for an agreed fixed term or by recruiting a longer-term addition(s) to your team;
- (3) Both parties wish to work together to achieve the above-referenced goals in accordance with these Terms.

### IT IS AGREED as follows:

#### 1. Internships

- 1.1 Each of our Graduates undergoes an application and interview process in which we determine their eligibility, interests, experience, attitude and aptitude for our internship programme. We also carry out Right-To-Work checks and validate their education grades. Once the Graduate has successfully completed the DigitalGrads Academy online video training their profile, including their contact details, are uploaded to the Hiring Hub. Should you wish to interview a Graduate, you must either get in touch with us to arrange an interview, or if you wish to use the Self-Serve option click the request interview button on their profile to add the Graduate to your shortlist and then click the Chat button to connect with the graduate and message them via the Hiring Hub. You are then free to arrange an interview with the Graduate and determine their suitability for the role; either by video interview, telephone call or in person. Should you wish to engage the Graduate in your business (“**Internship**”), you will be required to pay us the Introduction Fee by credit card or BACs set out in clauses 3.2 to 3.5 (as applicable) of these Terms and if applicable the Weekly Salary Payment and Admin Fee(s) by direct debit or continuous credit payment as set out in clause 4 of these Terms.

- 1.2 You agree to cooperate with us and provide all pertinent information concerning your company and requirements as is reasonably necessary, so that we can successfully provide our services and provide continued access to training throughout the Graduate's Internship. Such information will be provided by you via the Hiring Hub or via a telephone call or email and will include details of the vacancy that you wish to fill, including the type of work required, the start date, duration, hours, location, any health and safety risks or requirements, and details of the training, qualifications and other authorisations required for the vacancies. You agree to ensure the accuracy and completeness of such information, so that no material you provide contains anything which could be regarded as offensive, indecent, obscene, illegal, dishonest, untruthful, defamatory or discriminatory, or which infringes the rights of any third parties.
- 1.3 We offer support, guidance and advice to each Graduate by way of a senior digital marketing professional via a "hotline" which the Graduate may call anytime during their Internship. You are expected to provide adequate levels of supervision to the interns in order that they may perform to your satisfaction and to ensure suitable standards of workmanship, including a fortnightly catch-up conversation during the Internship period between your named representative and the Graduate to discuss their progress and any successes and problems.
- 1.4 You will be required to permit the Graduate to carry out his/her duties at your work premises and provide the Graduate with a desk and a computer with a consistent internet connection.
- 1.5 We will co-operate fully with you and use our best endeavours to make the collaboration as successful as possible. You agree to allow the Graduate access to any information, facilities and equipment as reasonably required by them in the course of providing the Services.
- 1.6 Whilst we expect our Graduates to attend their Internship at your place of work during the designated hours, plan and perform the job description to the best of their ability and follow any reasonable instructions given to them, we cannot guarantee that our Graduates will complete their Internship. Clause 9.5 addresses your rights in the event that a Graduate abandons their involvement in your Internship.
- 1.7 You shall, to the extent required, comply with all relevant legislation and regulations including, but not limited to, the Health and Safety At Work Act; the Working Time Regulations; the Equality Act 2010, the Agency Workers Regulations 2010, and any and all relevant industry codes of practice. It shall be your responsibility to provide suitable Public and Employer's Liability Insurance cover for interns during any assignment.
- 1.8 DigitalGrads carry out Right-To-Work checks that ensure the graduates are EU citizens or they have the legal right to live and work in the UK.
- 1.9 In the event that you choose to employ the Graduate using a fixed-term internship contract it shall be your sole responsibility to ensure that Graduates are suitable for the relevant vacancies and to obtain any required permits (including, but not limited to, work permits) and any references required and/or to arrange for any required medical examinations or investigations.
- 1.10 For any Graduate you employ directly on an Internship, you acknowledge and agree that the recruitment decision, job role and salary are to be determined by

you. Graduates are not obliged to accept any offer of employment and any such offers must comply with relevant employment legislation, including in relation to minimum wage, non-discrimination and employment benefits. You are responsible for honouring the terms of any contract entered into with a Graduate and for all remuneration payable to them under the contract.

- 1.11 In the event that you wish to outsource the employment of the fixed-term Internship to DigitalGrads you will adhere to the terms set out in clause 4 of this agreement and you will be required to pay us the Weekly Salary Payment and applicable Weekly Internship Admin Fees weekly in advance by direct debit or continuous credit card payment as set out in clause 4.3 and 3.3.

## 2. Permanent Recruitment

- 2.1 In the event that you wish to permanently recruit one of our Graduates on an ongoing basis, we offer a **“Permanent Recruitment”** programme within which you can choose to **“Self-Serve”** using our Hiring Hub, or opt to use our **“Consultancy Recruitment Service.”**
- 2.2 In both cases we provide you with sufficient contact details, either via the Hiring Hub or over email, so you can contact a Graduate who may be deemed suitable for the purposes you have communicated. You must provide us with details of the vacancies that you wish to fill, which must include the type of work required, the start date, the duration, the hours, rates of pay and, location, health and safety risks or requirements, as well as any training, qualifications and other authorisations required for the position(s). The contact details you will have access to shall include the Graduate’s full name, email address and daytime telephone number, plus any other details deemed reasonably necessary. You are then free to arrange an interview with the Graduate and undergo your standard recruitment process with them. Should you successfully hire the Graduate via the Self-Serve or Consultancy Recruitment Service, you will be required to pay us the applicable fee(s) set out in clause 3.6 (and 3.7 if applicable) of these Terms.
- 2.3 It shall be your sole responsibility to ensure that Graduates are suitable for the relevant vacancies and to obtain any required permits (including, but not limited to, work permits) and any references required and/or to arrange for any required medical examinations or investigations.
- 2.4 For any Graduate you employ directly or subsequent to an Internship, you acknowledge and agree that the recruitment decision, job role and salary are to be determined by you. Graduates are not obliged to accept any offer of employment and any such offers must comply with relevant employment legislation, including in relation to minimum wage, non-discrimination and employment benefits. You are responsible for honouring the terms of any contract entered into with a Graduate and for all remuneration payable to them under the contract.

## 3. Fees

- 3.1 The fee payable by you to us will depend on the circumstances and intended use you wish to make of the Graduate, which is explained more fully below. You must notify us immediately of the acceptance of any offer of employment, engagement or use by you of a Graduate, whether part or full time, and provide details of the candidate’s remuneration and a copy of the job offer or contract given to the

candidate.

- 3.2 Where you require a Graduate to undertake an Internship with your organisation, the charge payable by you to us is £500 + VAT for the length of the internship. (“**Internship Fee**”). The payment is payable 7 days before the Internship start date and always before the Graduate is expected to provide any Services to you.
- 3.3 Where you require DigitalGrads to outsource the employment of the intern, manage payroll and the employee benefits, the fee payable by you to us is £15 per hour + VAT (“**Outsourced Recruitment Fee**”) for the duration of the Internship. The minimum internship length is 1 month working a minimum of 14 hours per week, which is a minimum weekly payment of £210 per week (+VAT).
- 3.4 In the event that you engage a Graduate within a 6-month period of the Internship end date i.e. anything other than a freelance contract for service whether part or full time, on a permanent or temporary basis, for a definite or indefinite period), you must notify us immediately. In these circumstances (and in addition to the Weekly Salary Payments and Weekly Admin Internship Fee), an additional fee shall be payable by you to us. If you are using the Consultancy Recruitment Service the fee payable is 15% of the annual starting salary exclusive of VAT (“**Consultancy Referral Fee**”) less the £500 ‘**Introduction Fee**’. If you are using the Self-Serve service the fee payable is £1,999 +VAT (“**Self-Serve Referral Fee**”) less any ‘**Monthly Internship Fee**’ payments made. This fee must be paid within 14 days of receipt of our invoice for the same.
- 3.5 Where you wish to hire one of our Graduates permanently using the Self-Serve method on the Hiring Hub, the fee payable by you to us is £1,999 + VAT (“**Self-Serve Recruitment Fee**”). Such fee is payable immediately after their acceptance of your offer of engagement by credit card or direct debit payment via the Hiring Hub, and always before the Graduate is expected to provide any Services to you.
- 3.6 Where you wish to hire one of our Graduates permanently using our Consultancy Recruitment Service the fee payable by you to us is an amount equal to 15% of the Graduate’s annual starting salary, exclusive of VAT (“**Recruitment Fee**”). Such fee is payable within 14 days of their acceptance of your offer of engagement.
- 3.7 In the event that you engage a Graduate within a 12-month period of the Internship end date on a freelance or any other contract for service (whether for a definite or indefinite period), you must notify us immediately. In these circumstances a fee shall be payable by you to us in the sum of £1,999 + VAT (“**Freelance Referral Fee**”) less any monthly fees already paid. Such additional fee must be paid within 14 days of receipt of our invoice for the same.
- 3.8 Where any Graduate has been introduced to you by us via the Hiring Hub or otherwise, and we subsequently discover that you have engaged them (whether part or full time, on a permanent or temporary basis, for a definite or indefinite period, under a contract of services or for services) within 12 months of such introduction, or where you are continuing to engage any Graduate hired under our Internship programme six months after the end of their internship, without informing us of the fact, commencement or continuance of the engagement, you agree to pay the Consultancy Referral Fee, Self-serve Referral Fee, Self-Serve Recruitment Fee, Recruitment Fee or Freelance Referral Fee set out in clauses 3.4, 3.5, 3.6 and 3.7 (as appropriate).

- 3.9 Any fees due must be paid by Direct Debit via GoCardless, BACs or Debit/Credit card via Stripe in accordance with the payment terms and details contained within any corresponding invoice.
- 3.10 If you fail to make any payment due to us under these Terms by the due date for payment, we reserve the rights to charge interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You must pay the interest together with the overdue amount.
- 3.11 In the event that a Graduate under clause 3.5 or 3.6 does not pass their probation period of 3 months, DigitalGrads will endeavour to replace the graduate free of charge within a month. If we are unable to find an acceptable replacement within a month, we operate the following rebate policy:

Duration of Employment	Percentage of Fee to be rebated
Less than 4 weeks	100%
4 weeks to less than 8 weeks	50%
8 weeks to less than 12 weeks	25%
12 weeks or more	0%

#### 4. Outsourced employment

- 4.1 In the event that you wish to outsource the employment of the Internship for the duration of the fixed-term contract (usually 3-6 months) as set out in Clause 1 we offer an “**Outsourced Employment Solution**”.
- 4.2 Once the offer of employment has been made by you and accepted by the graduate we will invoice you the Introduction Fee and first weekly “**Outsourced Recruitment Fee**” set out in clauses 3.2 and 3.3.
- 4.3 A recurring weekly payment to cover the Graduates salary, income tax and National Insurance & pension contributions in accordance with the Income Tax (Earnings and Pensions) Act 2003 (**Outsourced Recruitment Fee**) is payable by you to us for every week (or pro-rated portion of every subsequent week) of any Internship. This payment is due weekly, and is payable one week in advance and will be collected by Direct Debit.
- 4.4 Following receipt by us of your Introduction Fee and the first Weekly **Outsourced Recruitment Fee** payment as set out in clauses 3.2, 3.3 and 4.3, which are due 1 week before the start date of the Internship, we will notify the Graduate of the start date of their internship and we will fully brief them on your business activities and the job role (based on the information you provide us with under clause 1.2).
- 4.5 The Graduate is engaged on a fixed-term contract by our employment partner Giant and as such Giant are responsible for their remuneration and, where relevant, the deduction and payment of Income Tax and National Insurance contributions in accordance with the Income Tax (Earnings and Pensions) Act 2003. We shall also comply with our obligations under the Agency Workers

Regulations 2010 where relevant.

4.6 By using our Outsourced Employment Solution set out here in clause 4, no employment relationship is intended or created between you and the Graduate.

## 5. **Exclusivity**

5.1 Should you choose to use our Consultancy Recruitment Service and choose to work with us exclusively we will reduce our Employment Referral Fee to 12%.

5.2 We will agree the period of exclusivity (**'Exclusivity Period'**) between us and record it in writing over email.

5.3 In the event that you make an offer of employment for the role you have commissioned us to work on during the Exclusivity Period, to a candidate we have not introduced, the Employment Referral Fee is payable by you to us in full within 14 days of the invoice being sent.

## 6. **Non-Circumvention**

Both parties hereby irrevocably agree not to circumvent or attempt to circumvent the provisions of these Terms, including but not limited to those provisions regarding the calculation and payment of any fee set out in clause 3, and affirm that in every case that they will act with the highest standards of ethics in their dealings with each other.

## 7. **Intellectual Property**

7.1 All copyright and other intellectual property rights in all material created by us and/or provided by us to the Graduate for use in the Services (including but not limited to Internship marketing materials and training) (**"Project Materials"**) shall at all times remain our property (or that of our licensors, as appropriate). Nothing in these Terms shall vest any rights in any material provided by, or otherwise belonging to us (or our licensors) in you.

7.2 We hereby grant to you a limited, non-exclusive, non-transferable, revocable, worldwide licence to use the Project Materials for the purpose for which they were intended in the Internship. You are not permitted to make any commercial profit from the Project Materials and are only permitted to make use of these materials beyond the scope of the Internship with our prior written consent

7.3 You hereby grant us a license and right to publish your company logo on our website at <https://www.digitalgrads.com> solely for the purpose of marketing ourselves as one of your service providers.

7.4 Upon receipt of any fees due hereunder, the rights in any content or materials created by the Graduate during the Internship shall be assigned to you and the Graduate shall be deemed to have waived any and all moral rights in respect of the same.

## 8. **Confidentiality**

The parties agree to keep confidential any and all information concerning either party and its business methods, plans, systems, affairs, customers, clients, suppliers, trade secrets, products, services, concepts, ideas, pricing, projections, forecasts or other information which is created or exchanged between the parties (**"Confidential Information"**), not either now or in the future disclose the same to any other party and not use the Confidential Information for any purpose other than as contemplated by these Terms. This clause 6 will not apply to:

- 8.1 any information which has been published or is in the public domain other than through a breach of these Terms;
- 8.2 information in the possession of the recipient party before the disclosure under these Terms took place;
- 8.3 information obtained from a third party who is free to disclose it; or
- 8.4 information which a party is required by law to disclose.

## 9. **Data Protection**

- 9.1 In providing you with the personal information of any Graduate, we shall ensure that the Graduate consents to being contacted by you in relation to your Internship or for general recruitment purposes.
- 9.2 You agree to process the contact details and all other information provided to you by us about a Graduate in accordance with the current applicable legislation, including, without limitation, the General Data Protection Regulation 2016 and the Data Protection Act 2018.
- 9.3 For more information on how we process personal data please see our Data Privacy Policy found at <https://www.digitalgrads.com/privacy-policy/>.

## 10. **Termination**

- 10.1 These Terms shall commence on the date they are accepted by you via the Hiring Hub and either party has the right to terminate these Terms immediately if the other:
  - 10.1.1 has committed a material breach of these Terms, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other party has failed to remedy the breach within 14 days after a written notice to do so;
  - 10.1.2 is unable to pay its debts as they fall due or is the subject of bankruptcy or other insolvency procedure (such as the entry into of a formal or informal arrangement with creditors) or any other event analogous to the foregoing in any jurisdiction; or
  - 10.1.3 ceases to carry on its business.
- 10.2 Upon termination:
  - 10.2.1 any fees that fall due post-termination under clauses 3.4, 3.5, 3.6 and/or clause 3.8 shall still be due and payable by you;
  - 10.2.2 each party shall immediately cease to use, either directly or indirectly, any Confidential Information, and shall at the other party's request return to them any documents in its possession or control which contain or record any Confidential Information;
  - 10.2.3 any provision of these Terms that expressly or by implication is intended to continue in force shall remain in full force and effect; and
  - 10.2.4 if termination is by us under clause 8.2, no refund of any fees already paid by you will be due.

## 11. **Mistakes and Liability**

- 11.1 We shall use our best and reasonable endeavours to find Graduates to fill any

vacancies as are notified to us by you but we cannot guarantee to find a suitable candidate for each vacancy and we give no warranties as to the suitability of any Graduate. We shall verify the identity of Graduates prior to introducing them to you, ensuring that candidates introduced to you have the experience, qualifications and authorisations which are required by you, by law or by any professional body, for the position(s) that you wish to fill. We will also endeavour to take all reasonable steps to ensure that you and Graduates are aware of any requirements imposed by law or any professional body on the vacancy / vacancies that you seek to fill. Subject to the foregoing, we shall not verify or otherwise check any candidate details.

- 11.2 We cannot guarantee to find a suitable Graduate for each Internship or recruitment opportunity and give no representations or warranties as to the adequacy of the training we provide to our Graduates.
- 11.3 You acknowledge that our Graduates are entry-level and do not necessarily have any previous experience in digital marketing. Whilst we will liaise with you to ensure that due account is taken of your requirements, we do not have any control over the Graduate, the way in which they perform the Services or any other actions they may take and you agree that we have no liability for their actions or omissions. If a mistake is made by a Graduate or if you wish to raise a complaint concerning the Services provided by the Graduate during an Internship, you are required to communicate with us directly before approaching the Graduate. We shall try to resolve fairly and quickly any problems or difficulties you may have in this respect.
- 11.4 We shall not be liable or responsible for any loss, damage, expenses or costs, whether direct or indirect and whether or not such loss or damage is foreseeable, foreseen or known (including loss of actual or anticipated income or profits, loss of opportunity, reputation or revenue, contracts, business, savings, goodwill, loss in the form of failure to achieve any benefit expected to be derived from these Terms, loss of use of any asset, loss of data recorded on any computer or other equipment, business interruption or management time) suffered or incurred by you as a result of a Graduate's negligence, misconduct, dishonesty, lack of qualifications, or lack of skills, or for loss or damages of any nature incurred by you as a result of the introduction of any Graduate to you by us, the assignment they work on or their engagement, or our failure to introduce any Graduate to you. You are responsible for any and all acts or omissions of Graduates which occur in the course of their engagement by you.
- 11.5 In the event that a Graduate we have matched you with for an Internship cancels or abandons their involvement, the extent of our liability will be at your option to either: (a) reimburse you on a pro-rata basis for the portion of the Internship which has not been completed; or (b) match you with a suitable alternative Graduate to complete the Internship at no extra cost to you (failing which we will reimburse you under this clause 9.4(a)). We shall have no liability to pay your remuneration covering the cancelled Services or any third party charges imposed arising from the cancellation.
- 11.6 You shall indemnify us against any claim, loss, damage, proceedings, settlement, costs or expenses which may be paid to a third party arising out of any matter relating to the subject matter of these Terms in respect of your breach hereof.
- 11.7 Each party's total liability to the other in respect of any claims arising out of, or in





connection with, these Terms shall not exceed the total sums paid or payable by you to us in the six-month period giving rise to the claim.

**12. General**

- 12.1 Any notice or other information required by these Terms to be given by either party to the other shall be sent by pre-paid registered post or email.
- 12.2 Nothing in these Terms shall constitute, or be deemed to constitute, a partnership or an agency relationship between the parties.
- 12.3 These Terms contain the entire agreement between the parties with respect to its subject matter and may not be modified except in writing signed by the duly authorised representatives of the parties.
- 12.4 Each party agrees that, in entering into these Terms, it does not rely on any representation, warranty or other provision except as expressly provided in these Terms, and all conditions, warranties or other terms implied by statute or common law (including performance of the Services) are excluded to the fullest extent permitted by law.
- 12.5 No failure or delay by either party in exercising any of its rights under these Terms shall be deemed to be a waiver of that right. If any provision of these Terms is held by any court to be invalid or unenforceable in whole or in part, these Terms shall continue to be valid as to its other provisions and the remainder of the affected provision.

These Terms shall be governed and construed in accordance with the Laws of England and both parties agree to submit to the exclusive jurisdiction of the English courts.