

TERMS OF BUSINESS

Direct Hire / Permanent Recruitment Services

These Terms set out the basis on which Torpai Consulting Ltd introduces and supports the recruitment of professionals for direct hire, permanent employment and related commercial engagements.

COMMERCIAL SUMMARY

STANDARD FEE	PAYMENT	INTRODUCTION	GUARANTEE
25% of Base Annual Salary	14 days from invoice date	12 months introduction protection	90 days replacement / refund terms

Invoice on actual start date | Duplicate challenge: 10 business days | Optional Engaged Search: USD \$5,000

1. About these Terms

1.1 These Terms and Conditions set out the basis upon which Torpai Consulting Ltd ("Torpai", "we", "us" or "our") provides recruitment and candidate introduction services to the client ("Client", "you" or "your").

1.2 References to Torpai include any associated business through which Torpai provides the relevant services. References to the Client include any parent company, subsidiary, affiliate or associated business of the Client where applicable.

1.4 These Terms will be deemed accepted when, following an Introduction or Candidate marketing communication from Torpai, the Client requests further Candidate information, asks Torpai to identify the Candidate, requests a resume or profile, asks Torpai to arrange further contact, interviews or engages with the Candidate or otherwise continues a recruitment process involving that Candidate. The Client may also accept these Terms by signature or written confirmation, including email.

2. Candidate Introductions

2.1 A "Candidate" means any individual whose details, identity, resume, profile or background have been introduced or disclosed to the Client by Torpai.

2.2 An "Introduction" includes sending a Candidate's resume or profile, identifying a Candidate, arranging an interview, call or meeting, introducing a Candidate verbally or in writing or otherwise facilitating direct contact between the Candidate and Client. Where Torpai first provides an anonymised, summary or speculative Candidate marketing profile, the Introduction occurs when the Client requests further information about, asks Torpai to identify, requests a resume or profile for, requests contact with or otherwise indicates that it wishes to progress that Candidate through Torpai.

2.3 An Introduction remains protected for 12 months from Torpai's most recent substantive contact with the Client regarding that Candidate.

3. Prior Knowledge and Duplicate Candidates

3.1 If the Client believes a Candidate introduced by Torpai was already known to the Client before Torpai's Introduction, the Client must notify Torpai in writing within ten business days of the Introduction.

3.2 A resume, application or Candidate record held in the Client's applicant tracking system or recruitment database before Torpai's Introduction will be sufficient evidence of prior knowledge. The Client is not contractually required to provide additional narrative, feedback or supporting detail.

3.3 If Torpai is not notified within ten business days, the Candidate will be treated as having been introduced by Torpai for the purposes of these Terms.

4. When Our Fee Becomes Due

4.1 A recruitment fee becomes payable when a Candidate introduced by Torpai commences employment or enters into any consultancy, advisory, non-executive, agency, commission-only, temporary, interim, contract or other commercial relationship with the Client within the 12-month Introduction period, whether or not the engagement relates to the position for which the Candidate was originally introduced.

4.2 The fee is also payable where the Candidate is engaged by a parent company, subsidiary, affiliate or associated business within the Client's group.

4.3 The fee remains payable where the Client initially rejects, declines or does not progress a Candidate and subsequently engages that Candidate within the 12-month Introduction period.

4.4 For standard contingency recruitment, no placement invoice is issued merely because a Candidate accepts an offer. Subject to any separate Engaged Search or Retained Search payment, the placement invoice is issued when the Candidate actually commences the relevant employment or commercial engagement.

5. Recruitment Fee and Client Rate

5.1 Unless otherwise agreed in writing, Torpai's standard contingency recruitment fee is 25% of the Candidate's Base Annual Salary.

5.2 "Base Annual Salary" means the Candidate's agreed annual base salary and excludes discretionary bonus amounts unless otherwise agreed in writing. Where no conventional annual base salary exists, Torpai and the Client will agree an equivalent annualised remuneration figure for fee-calculation purposes.

5.3 No VAT, sales tax or similar tax will be added unless Torpai is legally required to charge it for the transaction.

5.4 Any variation to the recruitment fee must be agreed by Torpai in writing.

5.5 Where Torpai and the Client agree a different standard contingency fee for the Client, that agreed fee will apply to subsequent standard contingency recruitment assignments between the parties until Torpai and the Client mutually agree a different rate in writing.

5.6 A Client-specific contingency rate does not automatically apply to Engaged Search, Retained Search, project recruitment or other specialist services, which may be subject to separately agreed commercial terms.

5.7 Standard contingency recruitment is non-exclusive unless the parties expressly agree otherwise in writing.

6. Engaged Search and Retained Search

6.1 Torpai may provide an Engaged Search where expressly agreed in writing with the Client. Unless otherwise agreed, the total Engaged Search placement fee is 25% of Base Annual Salary.

6.2 For an Engaged Search, the Client will pay an engagement fee of USD \$5,000 at commencement of the search. The engagement fee is non-refundable once Torpai has commenced work and is credited in full against the final placement fee if a Candidate is successfully engaged.

6.3 If the Client cancels, pauses or internally fills an Engaged Search after Torpai has commenced work, the engagement fee remains non-refundable. No further placement fee is due unless a Candidate introduced by Torpai is later engaged in circumstances that trigger a fee under these Terms.

6.4 Engaged Search does not require exclusivity unless the parties expressly agree an exclusive period in writing. Torpai will ordinarily treat an Engaged Search as priority search work.

6.5 Retained Search may be offered for executive, confidential or other specialist mandates. The fee, payment milestones, scope and any exclusivity will be agreed in writing for each retained assignment before the search commences.

7. Interim, Temporary and Contract Engagements

7.1 Where a Candidate introduced by Torpai is initially engaged on an interim, temporary, fixed-term, part-time, consultancy or contract basis and subsequently accepts a permanent or further position with the Client, an additional recruitment fee may become payable in accordance with the fee structure agreed for the relevant engagement.

7.2 This applies whether the subsequent engagement is an extension of the original assignment or a separate position.

8. Invoicing and Payment

8.1 For standard contingency recruitment, Torpai may issue its placement invoice on the Candidate's actual employment or engagement start date. Engaged Search and Retained Search invoices may be issued in accordance with the separately agreed payment structure.

8.2 Invoices are payable within 14 calendar days of the invoice date unless different payment terms have been expressly agreed in writing.

8.3 The Client must notify Torpai promptly of the Candidate's acceptance, agreed Base Annual Salary, anticipated start date, actual start date and any subsequent material change to the Candidate's remuneration or engagement.

8.4 The Client should notify Torpai in writing of any genuine invoice dispute within five business days of receiving the invoice, identifying the amount and basis of the dispute. Any undisputed amount remains payable in accordance with the agreed payment terms.

8.5 Where an undisputed invoice remains unpaid beyond the agreed payment period, Torpai reserves the right to charge interest and applicable recovery costs in accordance with legislation applicable to the transaction and may refer overdue accounts for collection or legal recovery.

8.6 Where a preferential or discounted fee has been expressly agreed on the condition that payment is received within specified payment terms, Torpai reserves the right to withdraw that conditional discount if those terms are not met.

8.7 The Client's internal purchase order, vendor-registration, approval or other administrative process will not extend an agreed payment due date unless Torpai has expressly agreed the extension in writing.

8.8 Torpai may suspend further recruitment or sourcing services while any undisputed invoice remains overdue, without affecting accrued rights or fees.

9. Replacement Guarantee

9.1 If a Candidate introduced by Torpai voluntarily leaves the Client or is terminated for cause within 90 calendar days of their employment start date, Torpai will use reasonable efforts to provide one replacement Candidate for the same position at no additional recruitment fee.

9.2 To qualify for the replacement guarantee, the original Torpai invoice must have been paid in accordance with the agreed payment terms; the Client must notify Torpai in writing within 14 business days of the Candidate's departure; the position, responsibilities, location and remuneration must remain substantially the same; and Torpai must be given a reasonable opportunity to conduct the replacement search.

9.3 The replacement guarantee does not give Torpai exclusive rights to the vacancy and the Client remains free to use internal or alternative recruitment methods.

10. Refund Where No Replacement Is Made

10.1 If Torpai is unable to identify a suitable replacement Candidate who is accepted by the Client within 30 calendar days following notification under Clause 9, the Client may elect to receive a refund of the original placement fee according to the Candidate's completed tenure:

TENURE	REFUND
Weeks 0-4	100%
Weeks 5-8	50%
Weeks 9-12	25%

10.2 No refund or replacement will apply where the Candidate's employment ends because of redundancy, restructuring, role elimination, material changes to duties, location, working arrangements or compensation, discrimination, harassment or unlawful conduct affecting the Candidate, the Client's financial circumstances or any other reason unrelated to the Candidate's performance or conduct.

10.3 Any refund is calculated by reference to the recruitment fee actually paid for the relevant placement and excludes taxes, bank charges and other amounts not forming part of the recruitment fee.

11. Onward Referrals and Third Parties

11.1 Candidate information supplied by Torpai is provided for the Client's use in connection with its own recruitment activities.

11.2 If the Client introduces, refers, forwards or otherwise discloses a Candidate introduced by Torpai to a third party and that third party subsequently employs or enters into a commercial relationship with the Candidate within 12 months of Torpai's most recent substantive contact regarding the Candidate, the Client will be liable for Torpai's recruitment fee as though the Client had engaged the Candidate itself.

11.3 The Client is responsible for notifying any third party of Torpai's involvement when making such a referral.

12. Candidate Information

12.1 Before making an Introduction, Torpai will take reasonable steps to establish that the Candidate has expressed an interest in or willingness to discuss relevant opportunities.

12.2 Candidate information is provided in good faith based upon information supplied by the Candidate and other information reasonably available to Torpai. Torpai does not warrant that information supplied by a Candidate is complete or independently verified unless expressly confirmed in writing.

13. References, Background Checks and Right to Work

13.1 The Client is responsible for satisfying itself as to the Candidate's suitability before engagement.

13.2 Unless expressly agreed otherwise in writing, responsibility for obtaining and verifying employment references, professional licences and qualifications, educational qualifications, background checks, immigration and right-to-work status, security clearances, medical requirements and any other checks required for the relevant position rests with the Client.

13.3 Torpai will not be responsible for the subsequent acts, omissions, performance or conduct of a Candidate.

14. Client Information and Material Assignment Changes

14.1 Torpai relies upon information supplied by the Client when representing an opportunity to prospective Candidates. The Client is responsible for ensuring information relating to the role, compensation, working arrangements, location, responsibilities and other material employment conditions is accurate.

14.2 The Client will notify Torpai promptly of any material change affecting an assignment or Candidate under consideration.

14.3 If the Client materially changes the location, seniority, compensation, responsibilities, working arrangements or essential requirements of an assignment after search work has commenced, Torpai may treat the revised requirement as a new or materially revised assignment and may propose revised commercial terms. Any Engaged Search fee already earned remains non-refundable.

15. Confidentiality and Data Protection

15.1 Candidate resumes, profiles, compensation details and other Candidate information supplied by Torpai are confidential and should only be disclosed internally to individuals reasonably involved in the Client's recruitment decision.

15.2 Candidate information must not be disclosed externally except where reasonably necessary for the recruitment process or with Torpai's or the Candidate's consent.

15.3 Each party will process personal information in accordance with applicable privacy and data protection laws.

16. Liability

16.1 To the fullest extent permitted by applicable law, Torpai will not be liable for any indirect, incidental, consequential or economic loss arising from an Introduction, the Client's decision to hire or not hire a Candidate, the Candidate's employment, performance, conduct or departure or information provided by a Candidate.

16.2 Where Torpai is found legally liable to the Client, Torpai's total aggregate liability arising from the relevant Introduction will not exceed the recruitment fee paid or payable to Torpai in relation to that Candidate.

16.3 Nothing within these Terms excludes or limits liability which cannot lawfully be excluded or limited.

17. Insolvency

17.1 If the Client becomes insolvent, enters into an arrangement with creditors, has a receiver or administrator appointed or becomes subject to an equivalent insolvency process, Torpai may immediately suspend or terminate its services by written notice without affecting any rights or fees already accrued.

18. Variations and Commercial Agreements

18.1 No variation to these Terms will be effective unless agreed by Torpai in writing.

18.2 Any reduction in recruitment fees, change to payment terms or other commercial variation must be expressly agreed in writing by an authorised representative of Torpai.

18.3 Where a Client-specific standard contingency rate has been agreed under Clause 5.5, that rate remains the agreed standard contingency rate until both parties mutually agree a different rate in writing. Assignment-specific exceptions will apply only where expressly stated.

19. Governing Law

19.1 The parties may agree in writing that a particular engagement will be governed by the laws of a specified state, territory or jurisdiction.

19.2 Where no alternative governing law has been expressly agreed in writing, these Terms will be governed by and construed in accordance with the laws of England and Wales and the courts of England and Wales will have jurisdiction.

20. General and Acceptance

20.1 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

20.2 No failure or delay by Torpai in exercising a right under these Terms will constitute a waiver of that right.

20.3 The Client may formally accept these Terms by signing the Client Acceptance below or confirming acceptance by email. Regardless of whether a signed copy is returned, the Client's continued participation following an Introduction or Candidate marketing communication by Torpai, including requesting further information, asking Torpai to identify the Candidate, requesting a resume, profile or contact, interviewing or engaging the Candidate, will constitute acceptance of these Terms.

CLIENT ACCEPTANCE

Simple acceptance of Torpai Consulting Ltd's Terms of Business. The standard commercial terms are pre-set below. Complete the highlighted fields and return this page by email to kester@torpaiconsulting.com. Email confirmation of acceptance is also valid under Clause 20.3.

STANDARD CONTINGENCY FEE	PAYMENT TERMS	INVOICE TRIGGER
25% of Base Annual Salary	14 calendar days	Candidate actual start date

CLIENT DETAILS

CLIENT LEGAL ENTITY	AUTHORISED SIGNATORY NAME
TITLE	EMAIL

AGREED VARIATIONS (ONLY IF PREVIOUSLY AGREED WITH TORPAI)

ACCEPTANCE

SIGNATURE - TYPE YOUR NAME	DATE

By typing my name in the signature field, I confirm that I am authorised to accept these Terms on behalf of the Client and intend my typed name to be my electronic signature. Any variation entered above is effective only if Torpai has agreed it in writing.