



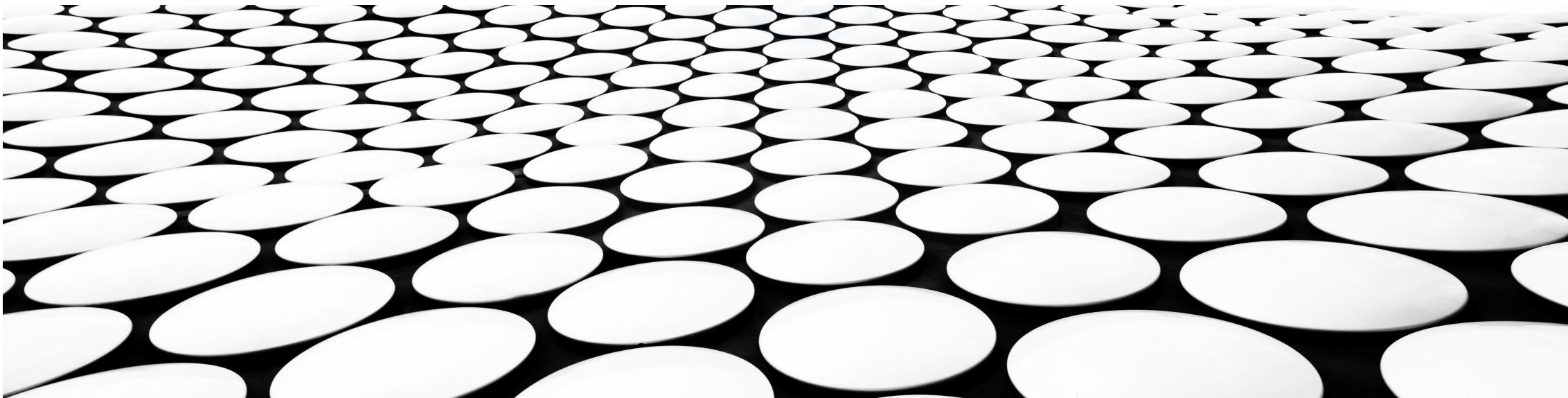
# INTELIX.AI - TERMS & CONDITIONS

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**Terms and Conditions for Intelix.AI Employment Agency Services**

**1. Parties to the Agreement**

This Agreement is entered into by and between Intelix.AI (referred to as "the Agency") and the entity, organization, or individual ("the Client") utilizing the Agency's recruitment services. The term "Candidate" refers to the individual introduced by the Agency to the Client for potential employment.

**2. Definition of Introduction**

An "Introduction" occurs when the Agency provides the Client with any identifying information about a Candidate, regardless of whether the Candidate was previously known to the Client.

**3. Client Responsibilities**

The Client agrees to provide the Agency with accurate and complete details of job vacancies, including but not limited to the job role, required qualifications, expected remuneration, and any associated health and safety risks.

**4. Fee Obligations**

If the Client employs a Candidate within 12 months following an Introduction, the Agency's fees, as outlined in Clause 7, shall become due and payable. Employment is defined as any form of engagement, whether permanent, temporary, or contractual.

**5. Notification of Appointment**

The Client must confirm in writing the Candidate's appointment and provide the Agency with a copy of the job offer extended to the Candidate.

**6. Fee Calculation**

The Agency's fee is calculated as a percentage of the Candidate's projected first-year gross income and is subject to Value Added Tax (VAT).

**7. Fee Structure**

The standard fee for permanent hires is 25% of the Candidate's first-year basic salary.

**8. Confidentiality and Third-Party Appointments**

Introductions are confidential. If the Candidate is employed by an associated organization or third party to whom the Client has disclosed the Candidate's details within 12 months of the Introduction, the Agency will charge a fee equivalent to 25% of the Candidate's first-year income.

**9. Payment Terms**

Invoices are payable within 30 days from the date of issue. Late payments will incur statutory interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998, as amended. The Client is also responsible for any legal costs incurred due to non-payment.

**10. Rebate Policy**

If the Candidate's employment is terminated within 4 weeks, a full rebate will be provided, subject to the conditions outlined below:

- A. No rebate will be provided if the Candidate is made redundant or the appointment is rescinded without valid reasoning.
- B. No rebate will be provided if the Agency is not notified in writing by the Client within 14 days of the termination date, including the reasons for termination.
- C. No rebate will be provided if the Agency's fee has not been paid by the Client within 90 days from the invoice date.

**11. Limitation of Liability**

The Agency is not liable for any direct or consequential loss or damage arising from this Agreement, except in cases of fraud, death, or personal injury due to negligence.

**12. Compliance with the Bribery Act**

Both parties agree to comply with the Bribery Act 2010 in the execution of this Agreement.

**13. Acceptance of Terms**

The Client accepts these terms upon the occurrence of an Introduction or by requesting to interview any Candidate introduced by the Agency.

**14. Entire Agreement**

This Agreement represents the entire understanding between the parties and supersedes all prior agreements or representations. Any amendments must be in writing and signed by authorized representatives of both parties.

**15. Governing Law**

This Agreement is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the English courts.

**16. Referral-Based Recruitment Charges**

If any additional recruitment occurs as a result of a referral made by a Candidate placed by the Agency within the first 12 months of their employment with the Client, the Client agrees that such recruitment will be treated as an Introduction under this Agreement. Consequently, the Agency's standard fees, as outlined in Clause 7, will apply to the referred individual's employment, subject to the same terms and conditions as the initial Introduction. The Client must notify the Agency of such appointments in writing within 14 days of the referral-based recruitment.