Business Partner Agreement

Parties:

Software Personnel International Limited,

13 Denmans Close, Lindfield, West Sussex RH16 2JX ("Software Personnel International ")

And

[*Insert full Name or company name here eg.* ***XYZ Limited and address***]

("The Business Partner")

Hereby agree as follows:

Whereas:

1. Software Personnel International is in the business of the Supply of Contractors and Recruitment Services;

2. The Business Partner wishes to identify Prospective Clients Contract Vacancies and introduce them to Software Personnel International.

It is Agreed as follows**:**

Software Personnel International will grant permission to the Business Partner to act as an introducing agent on behalf of Software Personnel International.

Where the '**Contract Requirement' is introduced** by the Business Partner and Software Personnel International resource the candidate, the commissions will be calculated as a percentage of the Gross Margin (Client Rate less Contractor Rate). The commission due to the Business Partner will be **40%** of Gross Margin x number of hours/days worked.

Where the '**Contract Requirement' is introduced by and the candidate resourced by** the Business Partner, the commissions will be calculated as a percentage of the Gross Margin (Client Rate less Contractor Rate). The commission due to the Business Partner will be **60%** of Gross Margin x number of hours/days worked.

The Business Partner Agrees To:

1. Act as an agent on behalf of the Company for the purpose of introducing Contract requirements.

2. Be responsible for all incidental costs such as traveling, entertaining and other sundry expenses of this nature. No agreements may be entered into or costs incurred on behalf of Software Personnel International; subject to any express provisions to the contrary in this Agreement, the Business Partner shall have no right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of Software Personnel International or bind Software Personnel International in any way.

3. Be responsible for payment of all taxes, including VAT, National Insurance Contributions, Income Tax and Corporation Tax, which may arise in respect of payments made under this agreement. NB Nothing in this contract shall be taken to imply the relationship of employer and employee between Software Personnel International and any person acting on behalf of the Business Partner Company.

4. Maintain confidentiality in respect of any information supplied by Software Personnel International which may not be passed on to any third party except for the purpose of making placements on behalf of Software Personnel International. In particular, Candidates' CVs, and details from the Software Personnel International database, will be treated in confidence. The Business Partner shall fully indemnify and keep indemnified Software Personnel International against any loss claim or damages including costs arising from (a) breach of this agreement or any negligent or unlawful act or omission by the Business Partner, and (b) any third party liability claim against Software Personnel International arising from any act of omission or breach by the Business Partner.

Commission Payment Arrangements

Software Personnel International will produce a statement (with copy timesheets for the relevant period) showing commission earned. The Business Partner will then produce an invoice (plus VAT, as appropriate) reflecting the amounts earned as shown on the Software Personnel International statement. Payments earned under this contract are due when client payments are received by Software Personnel International.

Termination

This agreement can be terminated by mutual agreement at any time or by giving of one month's notice by either party to the other, or immediately by giving notice to the other if the other becomes insolvent within the meaning of the Insolvency Act 1986 or any amendment hereto, or has a winding up order made against it or passed a resolution to wind up, or enters into any arrangement with its creditors, or passes a resolution to cease trading or actually ceases trading, or shall be in material breach of any of the terms of this agreement (material breach including confidentiality of information). In the event of any termination given, except where there has been material breach, any outstanding commissions and/or continued contract placements will be due to the Business Partner.

This agreement replaces any previous agreement between the parties relating to commissions for all future placements.

This Agreement shall be governed and construed in accordance with the Laws of England and Wales.

This agreement dated .....

Signed .....

(Software Personnel International Limited)

Signed .....

[Name]

[Business Partner Company name]