

## Letter of Engagement for Recruitment Services

We refer to your recent request for us to provide one or more Employment Agency Services as marked below:

|                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Recruitment Consultancy  |
| <input type="checkbox"/> | Interviewing, selection and placement of candidates in employment                    |
| <input type="checkbox"/> | Recruitment of persons abroad for employment in Malta or in any E.U. Member State    |
| <input type="checkbox"/> | Recruitment of persons in Malta for employment in Malta or in any E.U. Member State. |
| <input type="checkbox"/> | Advertising of vacancies   |
| <input type="checkbox"/> | Keeping a register of applicants for employment                                      |
| <input type="checkbox"/> | Other (please specify)   |

We look forward to providing you with the said services as well as any other services which you may request, and which we may agree to provide, from time to time (the “Services”). The Services shall be provided in accordance with the attached Terms & Conditions overleaf.

Kindly sign the attached copy of this letter as well as the other documentation herewith attached and return them to us at your earliest convenience.

# Terms & Conditions

## 1 DEFINITIONS

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The following terms shall have the meanings hereinafter assigned to them:

**“Agreement”** means the Letter of Engagement above, each Job Spec as well as these present Terms & Conditions which regulate the provision of the Services by BROADWING to the Client.

**“Job Applicant”** means any physical person seeking any form of employment or otherwise making use of the vacancy lists made available by BROADWING.

**“Client”** means the physical person or entity signing the Letter of Engagement.

**“BROADWING”** means Broadwing Limited having company registration number [C84543] and registered office at Vault 14, Level 2, Valletta Waterfront, Floriana, FRN 1913.

**“BROADWING website”** means the website found at the following URL:  
<https://www.broadwing.jobs>

**“Services”** includes those services as selected in the Letter of Engagement above and any other act done or to be done or performed by BROADWING and “Service” means any such acts.

## 2 TERMS OF SERVICE

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- 2.1 BROADWING shall provide the Services in accordance with these Terms & Conditions. In the absence of the Client’s signature on these Terms & Conditions, the use by the Client of any of BROADWING’s Services, such as, the placement of a job vacancy on BROADWING’s website and/or the interviewing of a Job Applicant by the Client shall constitute tacit acceptance of these Terms & Conditions.
- 2.2 The Client shall complete the BROADWING Job Vacancy Form in respect of each new vacancy to be advertised on the BROADWING website or through any other medium offered by BROADWING.
- 2.3 While BROADWING shall use its best efforts to ensure that the qualifications, conduct and capabilities of the Job Applicant reflect the requirements of the Client, it shall not, however, be held responsible or liable for any loss, expense, charge or delay arising from the negligence, dishonesty or misconduct of any Job Applicant referred to the Client. Any decisions and/or positions taken are solely those of the Client.



### 3 CLIENT UNDERTAKINGS

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- 3.1 The Client confirms, undertakes and covenants that it, he, she:
- 3.2 Shall not pass on names of Job Applicants to third parties at any time, without BROADWING's prior written consent.
- 3.3 Shall regularly inform BROADWING of the progress and outcome of any interviews following the referral of a Job Applicant by BROADWING to the Client.
- 3.4 Shall inform BROADWING immediately if/when a Job Applicant is engaged whether by the Client or by a third party to whom a referral is permitted in terms of these Terms and Conditions.
- 3.5 The Client shall indemnify BROADWING in respect of any liability which BROADWING may incur howsoever as a result of the provision of the Services due to the fault or negligence of the client and shall further indemnify and hold BROADWING harmless from and against all actions, claims, suits, proceedings, damages, costs and expenses which may be brought against or to which BROADWING may be made subject to as a result to the client's fault or negligence.
- 3.6 The Client must inform BROADWING if the Client already holds a candidate's details or application, received either directly from the candidate or from any other source prior to BROADWING's submission. BROADWING must be notified within 96 hours of receiving BROADWING's submission. In absence of such notification it is hereby understood that the Client has no prior knowledge of any submitted candidate.

### 4 FEES

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- 4.1 If, following the introduction, the Client or any associated company, subsequently employs or remunerates any Job Applicant within a time period of 24 (twenty-four) months from the date of introduction of such Job Applicant by BROADWING, a fee becomes payable immediately upon commencement, in terms of the following: -
  - 4.1.1 In the case of an open agency agreement: the fee is equivalent to 15% of the annual package (including gross salary, fixed bonuses, benefits and allowances) accepted by the Job Applicant;
  - 4.1.2 In the case of an exclusive agency agreement: the fee is equivalent to 12% of the annual package (including gross salary, fixed bonuses, benefits and allowances) accepted by the Job Applicant.



- 4.1.3 In the case of Job Applicants engaged on part-time basis: 15% of the annual package (including gross salary, fixed bonuses, benefits and allowances) accepted by the Job Applicant subject to a minimum fee of € 2,000 (excl. VAT).
- 4.1.4 In the case of Third Country Nationals requiring a Single-Work Permit in Malta: 50% (fifty percent) of the Placement fee is due upon submitting the permit application. The remaining 50% (fifty percent) is due 30 (thirty) days from the Candidate's official start date.
- 4.1.5 VAT is payable by the Client in addition to the above fees.
- 4.2 Placement fees are to be settled strictly within 30 (thirty) days from date of invoice and 8% (eight percent) interest will automatically run against all overdue balances.
- 4.3 Should the Job Applicant, subsequent to being engaged, resign or be dismissed from such employment, the following compensations shall apply:
  - 4.3.1 75% (seventy five percent) credit note or free replacement if terminated, or otherwise within 4 (four) weeks
  - 4.3.2 50% (fifty percent) credit note or free replacement if terminated, or otherwise within 8 (eight) weeks
  - 4.3.3 25% (twenty five percent) credit note or free replacement if terminated, or otherwise within 12 (twelve) weeks.

Provided that if in the event that the Client or any associated company engages or re-engages the Candidate in any capacity within a time period of 24 (twenty-four) months from the date of the Candidate's resignation and/or dismissal as aforesaid, the Recruitment Agency will cancel out the credit note to the Client in terms of the foregoing provision of this Clause 5.

## 5 GENERAL

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- 5.1 This Agreement may be executed and delivered by email transmission and upon such delivery the email signature will be deemed to have the same effect as if the original signature had been delivered to BROADWING.
- 5.2 This Agreement is made under and shall be governed by, the laws of Malta. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled before the Courts of Law in Malta or Gozo which courts shall have exclusive jurisdiction to hear and determine the matter.
- 5.3 The Client's name and contact details will be placed on BROADWING's marketing database which BROADWING uses for the purpose of sending out mailings by post and/or by email which the Client has requested or which BROADWING believes may be



of interest to the Client. BROADWING also uses its database for sending invitations to events which it holds. Should the Client have any objection to their details being held on BROADWING's marketing database the Client shall inform BROADWING on the email address [admin@broadwing.jobs](mailto:admin@broadwing.jobs) they wish their details removed from BROADWING's marketing database.

- 5.4 The Client confirms that the person signing this Agreement on the Client's behalf is expressly authorized to execute it and to bind the Client and any of its affiliates or others for whom Services are performed to the terms of this Agreement.
- 5.5 This Agreement constitutes the entire agreement between BROADWING and the Client as to the Services and the other matters it covers and supersedes any previous agreements, understandings and representations with respect thereto, whether oral or in writing, including any confidentiality agreements previously executed and related to the Services and/or the other matters covered by this Agreement.

## 6 DATA PROTECTION

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- 6.1 BROADWING confirms and warrants that it shall process all personal data in accordance with the GDPR, the Data Protection Act, Chap. 586 of the Laws of Malta and its Privacy Policy available at the following link: <https://broadwing.jobs/privacy-policy/>. In particular, BROADWING shall process the personal data of the Client contact person in line with the Client Contact Person Section of the Privacy Policy.
- 6.2 BROADWING will be sharing personal data concerning Job Applicants with the Client as a necessary part of the provision of Services. The Client confirms and warrants that when receiving such personal data it shall do so as a controller in terms of the GDPR and the Data Protection Act, Chap. 586 of the Laws of Malta and as such shall be subject to the informational requirements under Article 14 of the GDPR. The Parties further declare that the sharing of personal data in relation to Job Applicants shall not in any way be interpreted as rendering them joint controllers in respect of that personal data and each Party shall act independently of the other in determining the purposes and means of processing.



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| Name of Client                              |  |
| Company Reg. No.:<br><i>(If applicable)</i> |  |
| VAT No.                                     |  |
| Income Tax No.                              |  |
| Authorised Signatory                        |  |
| Signature                                   |  |
| Date  |  |

