



Supplemental Terms and Conditions
(Recruitment Addendum to Boeing UK Terms and
Conditions, Form #12015, Rev D

Boeing Commercial Aviation
Services Europe Ltd.

The following supplemental terms and conditions shall apply:

1. FEES

If a candidate referred to Buyer by Seller is extended an offer of employment by Buyer following such referral, a fixed price fee of % of the starting base annual salary of the relevant candidate shall be paid by Buyer to Seller pursuant to the provisions of article 18 of Boeing UK Terms and Conditions but contingent upon all of the following also being satisfied:

- a. Offer. An offer of employment by Buyer is extended to the relevant candidate within three months of Buyer's receipt of the relevant candidate's resume from Seller;
- b. Acceptance of Offer. The offer of employment by Buyer is accepted by the candidate
- c. Acceptance a "direct consequence". The offer made by Buyer to the candidate is the "direct consequence" of having first received the candidate's resume from Seller;
By way of illustration, if Buyer is in receipt of an inquiry or resume from a candidate in response to an advertisement, through internal referral or by some other means, and Buyer subsequently receives the same individual's resume from Seller, any resulting offer is not deemed to be extended as a "direct consequence" of Seller's referral and as in such instance, Seller is not entitled to payment)
- d. Screening. The candidate passes all appropriate medical, security and other applicable examinations or clearances required by Buyer; and
- e. Continuous Employment. The candidate, once employed with Buyer, remains continuously employed by Buyer for at least three months.
 - (1) In the event that the candidate ceases employment with Buyer voluntarily (i.e. at the candidate's election) within the first three months of continuous employment, Seller shall refund to Buyer all fees paid relative to the relevant candidate immediately.
 - (2) In the event that the candidate's employment with Buyer is terminated by Buyer, by reason of gross misconduct or failure to pass the probationary period, a replacement will be located at no further cost by Seller providing that the job description has not been altered by Buyer.

2. COMPETING REFERRALS

Seller agrees that, in the event that an individual's resume is received from more than one agency, then the first agency to submit said resume to Buyer will be the only agency eligible to be paid. However, if the first agency does not have any evidence of correspondence with the candidate with regards to Buyer then the first agency who has fully qualified the candidate will be eligible for the fee. If Buyer has prior knowledge of a candidate through that candidate's employment inquiry with Buyer or through employment as contract labor with Buyer within the last 6 months, then Seller shall receive no fee for Seller's submittal of a resume in respect of that candidate.

3. RESUMES/CV

Seller agrees that it will take all necessary steps to ensure each resume and/or CV submitted represents a complete and accurate employment history of the candidate and that the candidate is qualified for the position/designated assignment. Misrepresentations, omissions, or falsifications will be cause for removal and/or dismissal of the candidate and nonpayment or refund of any fee otherwise payable by Buyer to Seller.

4. SUPPLEMENTAL SELLER OBLIGATIONS

- a. Search. Seller agrees to search for candidates who meet Buyer's minimum qualifications and other criteria for the relevant position/designated assignment.

- b. Inst. Seller shall only take instructions from Human Resources or Supplier Management. Seller agrees that it shall not provide any information about candidates, by any means, to any other department or staff of Buyer, without the express prior written authorization of Human Resources or Supplier Management.
- c. Screening. Seller agrees to screen (i.e. carry out pre-vetting checks to the level and criteria as required by Buyer from time to time) all candidates and introduce to Buyer only candidates who meet the minimum criteria for the position as set out by Buyer and who have an interest in the position/designated assignment for which they are introduced, subject always to Seller complying and ensuring that Buyer is complying with applicable law relating to such screening (including but not limited to the Equality Act 2010, Data Protection Act 1998 and Safeguarding Vulnerable Groups Act 2006).
- d. Right to Work. Seller will only introduce candidates who have the right to work in the relevant territory for which the position is advertised and, in particular, Seller shall comply with the Immigration Asylum and Nationality Act 2006 and other relevant UK legislation or equivalent legislation in the relevant jurisdiction as well as any regulations or relevant codes of practice regarding the reporting of labour movements, concealed employment and the employment of foreign workers.
- e. Professional Qualifications. Where a candidate is required by law or any professional body to have any qualifications or authorisations to meet the requirements of the position/designated assignment, Seller will take all reasonably practicable steps to obtain, and offer to provide copies of, any relevant qualifications or authorisations and two references. Seller will also take all reasonably practicable steps to confirm that the candidate is suitable for the position/designated assignment. If Seller is unable to fully comply with these requirements, it shall inform Buyer of the steps it has taken to supply the necessary information.

5. AUDIT

In addition to complying with the provisions of article 20 of Boeing UK Terms and Conditions, Seller shall retain all relevant records and documents relating to the candidate proposal process (including any screening undertaken) so as to allow Buyer to verify (as required) Seller's compliance with applicable law (including but not limited to the Equality Act 2010, Data Protection Act 1998 and Safeguarding Vulnerable Groups Act 2006).

6. DATA PROTECTION

To the extent that any data or information belonging to Buyer is personal data within the meaning of the Data Protection Act 1998 or equivalent legislation in the territory:

- a. Seller will process such data and information only in accordance with Buyer's instructions;
- b. Seller will not transmit such data and information to a country or territory outside the European Economic Area without Buyer's prior express written consent; and
- c. Seller will take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to Buyer as data controller.

Seller acknowledges that Buyer may transfer details of relevant candidates to the United States of America and accordingly Seller shall ensure that each relevant candidate provides explicit written consent authorizing such data transfer and processing. Seller shall provide copies of such candidate's explicit written consent forthwith as requested by Buyer.

7. NON SOLICITATION

Seller shall not directly approach a candidate placed by Seller with Buyer within one year of the candidate's first day on Buyer's payroll.



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8. INTEGRATION WITH CONTRACT

Boeing UK Terms and Conditions Form 12015 (current version) is incorporated herein by reference.



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Boeing Commercial Aviation
Services Europe Ltd.

9. ACCEPTANCE

Company name

Printed name

Title

Signature

Date

Agreed and accepted by a duly authorized
representative as of the above Effective Date