

This Candidate Agreement (“Agreement”) is entered into between:

1. Eni International Resources Limited, trading as WAYFOR (“WAYFOR”, “we”, “us”), being the legal entity responsible for providing the recruitment services described in this Agreement; and
2. The individual candidate (“Candidate”, “you”).

For the purposes of this Agreement, any reference to “WAYFOR” shall be deemed to refer to EIRL operating under the WAYFOR brand.

Candidate Terms and Conditions of Business

This Agreement sets out the Terms and Conditions (“T&Cs”) under which WAYFOR will introduce the Candidate to potential Client Organisation and the obligations of both parties.

A Candidate will be deemed to have accepted and agreed to these T&Cs, when they submit their Curriculum Vitae (“CV”) to WAYFOR or by virtue of their registration on WAYFOR website www.wayfor.com.

WAYFOR and the Candidate are each a Party to this Agreement and are collectively referred to as the “Parties” as the context requires, without prejudice to or limitation of their respective independent capacities, interests, rights and obligations.

1. Definitions

In this Agreement, the following terms shall have the meanings set out below:

- Agreement: The Agreement containing these T&Cs.
- Candidate: The individual who enters this Agreement with WAYFOR by submitting his/her CV via an external recruitment platform or registering on the WAYFOR website, and who confirms accordingly by entering this Agreement that he/she **(i)** is seeking employment opportunities through WAYFOR and **(ii)** has clearly expressed interest and availability to be considered for recruitment and selection processes conducted by WAYFOR.

- **Client Organisation:** Any third-party entity to which WAYFOR may introduce the Candidate for recruitment and selection purposes, in accordance with WAYFOR's mandate from that entity.
- **Services:** The recruitment services provided by WAYFOR as described in this Agreement.
- **Personal Data:** Information relating to the Candidate as defined under UK GDPR.

2. Services Provided

WAYFOR, acting as an employment agency in accordance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003, may act of behalf of the Candidate to search for and identify potential employment opportunities with Client Organisations. This service is provided at no cost to the Candidate, and WAYFOR will not request, receive or hold any money or financial benefit on behalf of the Candidate.

For avoidance of doubt, nothing in this Agreement creates or shall construe as creating, any obligation for the Candidate (or any related party) to make any payment, provide any financial benefit, or transfer any goods or items of value to WAYFOR, its directors, officers, employees or shareholders, representatives, or any Client Organisation.

Accordingly, the Parties acknowledge and confirm that nothing in this Agreement is construed, provided, or capable of interpretation as giving rise to any obligation, undertaking, or commitment on the part of the Candidate (or related party) to award, pay, promise or otherwise provide, at any time, in any jurisdiction, or any form, in favor of WAYFOR or any of its directors, officers, employees or shareholders (collectively, "WAYFOR and its Subjects") whether jointly or severally, any of the following, in connection with the execution of this Agreement and/or the Candidate's participation in recruitment and selection processes conducted by WAYFOR or the outcome thereof:

- i. Any payment; or
- ii. Any form of financial benefit or profit;
- iii. Any award or arrangement capable of generating financial benefit or profit; or
- iv. Any transfers of goods or items of any nature having material economic value.

WAYFOR does not guarantee that employment opportunities will be identified or that the Candidate will be successful in any recruitment process conducted on behalf of a Client Organisation.

3. Candidate Consent & Data Protection

The Candidate consents to WAYFOR processing and sharing their Personal Data with Client Organisations for the purpose of identifying and securing employment opportunities.

WAYFOR shall process Personal Data in accordance with UK General Data Protection Regulation (“**UK GDPR**”) and the UK Data Protection Act 2018. Candidates may exercise their rights by contacting WAYFOR’s Data Protection Officer at

4. Candidate Obligations

The Candidate expressly consents to WAYFOR providing their Personal Data, CV, qualifications, experience, training, and any other relevant information to Client Organisations for the purposes of fulfilling the Services and identifying potential employment opportunities, in accordance with Regulation 28 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

The Candidate shall:

- Provide accurate and up-to-date documentation, including but not limited to qualifications and membership of professional bodies, proof of identity and right to work, to the extent necessary for WAYFOR to assess the Candidate’s suitability for roles and to comply with legal requirements relating to WAYFOR’s activity and any recruitment and selection process involving the Candidate at any stage.
- Notify WAYFOR promptly of any changes to circumstances that may affect eligibility or participation of the Candidate in recruitment and selection processes or their relevant outcome.
- Not act in any way that may damage WAYFOR’s relationship with Client Organisations. This includes but not limited to ensuring that all information provided is complete, accurate and not misleading. Submitting false or outdated information may result in removal from recruitment processes.

5. WAYFOR’s Obligations & Limitations

Before introducing the Candidate to a Client Organisation, WAYFOR will provide the key information about the role supplied by the Client Organisation, which may include duties, location, working hours, start date, duration, required qualifications or experience, remuneration and expenses.

WAYFOR will not introduce the Candidate unless the Candidate has confirmed they wish to be put forward for that specific role.

WAYFOR will take reasonable steps to ensure that an introduction would not be detrimental to the interests of either the Candidate or the Client Organisation.

Under this Agreement, neither WAYFOR nor any of its Subjects, acting within their respective and independent roles and capacities, guarantees to the Candidate the suitability, availability, or outcome of any employment opportunity.

The Candidate acknowledges that Client Organisations has the responsibility for review of CVs, shortlisting, conducting interviews and making job offers.

WAYFOR and its Subjects accept no liability, and the Candidate hereby irrevocably waives, to the fullest extent permitted by applicable law and without restriction or exception, any liability of WAYFOR and its Subjects, for any loss, damage or expense arising from:

- a) a Candidate's decision to resign from an existing employer or to cease, suspend or otherwise terminate any self-employed or independent professional activity; or
- b) any act, omission or decision by a Client Organisation, including but not limited to:
 - i. failure to meet the Candidate's requirements or expectations;
 - ii. failure to respond to or rejection of your job application;
 - iii. failure to confirm or attend an interview;
 - iv. failure to provide feedback after an interview;
 - v. withdrawal by a Client Organisation of an oral or written job offer;
 - vi. absence of any job offer following participation in a recruitment process;
- c) any loss, injury, damage, burden, or expense incurred by the Candidate in connection with registration with WAYFOR or participation in recruitment and selection processes carried out by WAYFOR, without prejudice to or limitation to the provisions of Clause 2 provided of this Agreement.

6. Confidentiality

Both Parties agree to maintain the confidentiality of all information shared under this Agreement, except where:.

(a) disclosure is required or permitted by law, any Court, any regulator or any enforcement body;

(b) the information has already come into the public domain, other than through the default or negligence the relevant Party;

(c) the other Party consents to disclosure; or

(d) disclosure is required in order to perform the Services

7. Effective date and Termination

Either Party may terminate this Agreement at any time by providing written notice not less than 14 calendar days written notice to the other Party.

No amendment or variation of this Agreement will be valid unless confirmed as agreed, in writing, by an authorised signatory of each Party.

This Agreement will be intended as entered between the Parties on the date when the Candidate has submitted his/her CV to WAYFOR via an external recruitment platform or has registered in the WAYFOR website and fully effective starting from the same date.

8. Complaints Procedure

The Candidate may raise a complaint regarding the Services by contacting If unresolved, the Candidate may contact the Employment Agency Standards Inspectorate.

9. Governing Law

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

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions. Any variation must be agreed in writing.

Save for any Subjects or group companies of WAYFOR, a person, firm or company which is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.