

RECRUITMENT AND EXECUTIVE SEARCH AGREEMENT

Regardless of any signed agreement or communication the Terms and Conditions for the solicitation of services from Deeplogica Ltd are as follows:

1. Definitions

- 1.1. **"Billings"** means Agency fees billed for services rendered.
- 1.2. **"Candidate"** means the person who is introduced to the Client by Agency, and who is or may be seeking work and/or is being placed with or considered for placement with the Client. The introduction may take the form of: Agency furnishing the Candidate's CV, via email, fax, hand delivery, mail or any other form, on the Client; the arranging by Agency of an interview (telephonic or otherwise) between the Client and the Candidate; and/or Agency's referral of the Candidate and his/her details or information to the Client; and regardless whether such introduction is solicited or unsolicited.
- 1.3. **"Checks"** means background screening, which may or may not include verification of a candidate's credentials, education, credit worthiness and/or criminal background checks.
- 1.4. **"Contractor"** means the person placed with the Client in terms hereof.
- 1.5. **"Employment Offer"** means a written or oral agreement with the candidate to start employment at an agreed remuneration
- 1.6. **"Executive Recruitment" a noun and or verb referring to** means the Agency actively recruiting a Company Executive such as a Board Member, CEO or Executive Directors who are to serve on a Client's EXCO (v) and/or referring to the discipline of hiring (Recruiting) a Board Member, CEO or Executive Directors who are to serve on a Client's EXCO (n).
- 1.7. **"Executive Search"** means Agency processes to recruit a Company Executive such as a Board Member, CEO or Executive Directors for a Client who are to serve on a Client's EXCO.
- 1.8. **"Fee/s"** means the placement fee due by the Client to Agency for the services rendered.
- 1.9. **"Party"/"Parties"** means the Client and Agency, or either one of them.
- 1.10. **"Professional Fees"** means fees billed for services rendered or for purposes of recovery of costs incurred and may include/exclude penalty fees.
- 1.11. **"Services"** means the placement services rendered by Agency to the Client, including the sourcing and general pre-assessment of Candidate/s, and introduction of and facilitation of a meeting between the Candidate and the Client.
- 1.12. **"Solicitation of Services"** means the direct or indirect request for the Agency's services by the Client
- 1.13. **"Territory"** means country or country in which solicitation of services takes place

2. Terms of Payment;

- 2.1. Payment is due on presentation of invoice and within the grace period provided in clause 5 of this agreement and after the Agency delivered its services and any fees not paid within 24 (twenty four) hours after having become due and payable will result in any guarantees that Agency has given in respect of the placement being rendered void.
- 2.2. Agency will be entitled to charge interest at the prime lending rate charged by Agency's bank on any monies outstanding by the Client, compounded monthly.
- 2.3. A certificate by any staff member of Agency (whose appointment need not be proved) as to the existence and amount of the Client's outstanding indebtedness to Agency will be sufficient proof of the contents and correctness thereof for purposes of any legal proceedings against the Client, unless Client proves otherwise.

- 2.4. All costs and charges and all collection and legal costs on the attorney and own Client scale incurred by Agency in, without limitation, tracing the Client and collecting or endeavouring to collect all or any amount payable by the Client to Agency, including collection of commission, will be for the account of the Client.
- 2.5. All payments are to be made by Electronic Funds Transfer (EFT) or SWIFT or Bank Transfers. The Client agrees that it has been informed that no other form of payment, such as cheques, will be accepted as payment.

3. Placement

- 3.1. The Client's acceptance of a Candidate for an interview will be deemed acceptance by the Client of the terms and conditions as stated herein, regardless of whether this Agreement has been signed. Should the Client employ a Candidate, whether on a part-time, full-time or contract basis (without limitation), and regardless whether the position the Candidate is appointed to is the position for which the Agency introduced the Candidate to the Client, the Client agrees and hereby undertakes to pay Agency the full fee as set out herein. This clause will similarly apply in the event of the Candidate being appointed by the Client within 1 (one) year of Agency's introduction of the Candidate to Client, whereupon the fees will be due and payable by the Client to Agency.
- 3.2. The Client undertakes to treat all information concerning the Candidate in the strictest of confidence and further agrees and undertakes under no circumstances to contact, directly or indirectly, the Candidate, the Candidate's current or previous employers, or the Candidate's references without the Agency's consent.
- 3.3. The Client undertakes to refrain from forwarding details of the Candidate to any associate company, subsidiary, holding company or sister company or third party. In the event that the Client breaches this clause 3.3, and the Candidate is, within 12 (twelve) months of being introduced to Client by Agency, placed with such entity, the Client will be liable to pay Agency damages, which damages will equate to the fee Agency would have earned had it placed the Candidate with such entity.
- 3.4. Agency will use its best endeavours to provide the Client with accurate details of the relevant Candidate/s, including with respect to their skills, qualifications and work experience. However, such details are primarily based on information provided by the Candidate himself/herself, and Agency cannot under any circumstances be held liable in the event of any misrepresentation, discrepancies, omissions, errors or otherwise in such information. The responsibility rests with the Client to satisfy himself/herself as to the suitability of the Candidate, including, without limitation, his/her capabilities, state of health, integrity, honesty and other requirements.
- 3.5. The final decision as to the placement of the Candidate in the employ of the Client rests with the Client. Agency and/or its employees accept no responsibility or liability whatsoever for any losses, costs or damages arising directly or indirectly from the actions of the Candidate or the appointment of the Candidate by any person.
- 3.6. Employment Offers;
 - 3.6.1. The Client agrees to forward all documentation pertaining to Employment Offers to the Agency and will not entertain the Candidate by means by making an Employment Offer without prior consultation and communication with the Agency. The Client agrees that any Employment Offer to the Candidate will be discussed with the Agency before communicating same to the Candidate.
 - 3.6.2. The Client agrees that it will not employ the Candidate prior to both the Client and the Candidate signing a written Employment Offer and whereby the Agency had not been given the opportunity to study the Employment Offer.
 - 3.6.3. The Client agrees to submit a signed offer of employment to the Agency if the Agency had not been privileged to it before the Candidate is employed.

4. Fees

- 4.1. Upon placement of a Candidate with a Client, the Client will become liable to Agency for fees, which will be calculated in proportion to the total annual remuneration payable by the Client to the Candidate, which will be in terms of a communication and/or agreement with the Client. Payment of such fees will be in accordance of an agreement or request from the Agency.
- 4.2. For the purposes of clause 4.1 above, the Annual Remuneration (Cost-to-Company) will be calculated inclusive of all other monthly allowances, bonuses, car allowances and other benefits.

- 4.2.1. The Client agrees that it will submit Agency Legal CTC Disclosure Form ECTC2017A to the Agency before the candidate commences employment with the Client and that such submission will be in conjunction of a submission to the Agency of a signed acceptance of employment offer by the candidate in the event of the Agency not been privy to it at any stage.
- 4.3. On or before the date that the Candidate commences employment with the Client, Agency will invoice the Client with the fee exclusive of VAT. The Client is required to make prompt payment thereof within 7 working days on the Gregorian Calendar of the Candidate's commencement of duties with the Client. The Client is requested to communicate and/or forward by electronic communication a copy of the Electronic Bank Transfer Transaction and/or SWIFT Transfer Transaction Document within same period as proof of payment to secure guarantees as described in paragraph 5.
- 4.4. Professional Fees for the purposes of Executive Search and/or Executive Recruitment
 - 4.4.1. Professional fees are fees charged for services delivered outside the normal recruitment process;
 - 4.4.2. The fees for professional Executive Search and/or Recruitment are billed according to paragraph 4.4.3. and in addition to the fee;
 - 4.4.3. Executive Recruitment Consultations: with the Client will be billed at £80.00 (eighty pounds) per hour during weekdays and normal office hours that will include travel costs within the radius of the city of London. Travel outside the city of London will be billed separately and the Client will also and in addition to per hour charges be billed for economy air-travel tickets and car-hire expenses incurred by Agency where it may become necessary.
 - 4.4.4. After-hour consultations (after 17:00) as well as on weekends and public holidays will be charged at £95.00 (ninety five pounds) per hour. Travel outside the city of London will be billed separately and the Client will also and in addition to per after hour charges be billed for economy air-travel tickets and car-hire expenses incurred by Agency where it may become necessary.

5. Guarantee Period;

- 5.1. Subject to 2.1 above, the Agency offers a 45 day Guarantee subject to the Guarantee being validated. Please note that the Guarantee is only validated by the full fee(s) being paid in full within 14 (fourteen) days of the Candidate's employment commencement date.
- 5.2. Should an employee be hired on the recommendation of the Agency and leave for any reason, other than retrenchment, within the Guarantee period, the Agency will endeavour to provide a suitable replacement Candidate, subject to conditions as stipulated in par 5.4.
- 5.3. In the event that no replacement Candidates can be found, a credit note will be issued against the next placement made by The Agency on the following basis:
 - 5.3.1. If the Candidate leaves within 0 to 30 days, a credit note of 90% will be issued against the next placement;
 - 5.3.2. If the Candidate leaves within 31 to 60 days, a credit note of 50% will be issued against the next placement;
 - 5.3.3. If the Candidate leaves within 61 to 90 days, a credit note of 25% will be issued against the next placement.
- 5.4. Conditions;
 - 5.4.1. The replacement of Candidates mentioned in clause 5.2. will be limited to one replacement per original vacancy specification. The Client agrees that it will request a replacement in writing, within ten days of the last day of the applicant's employment. Should the Candidate leave the Client's employment before fee payment has been received by The Agency or the Client's company decides not to replace the Candidate, the said terms and conditions shall not apply.
 - 5.4.2. Special Conditions;
 - 5.4.2.1. Notwithstanding any agreement or clauses pertaining to guarantees in this agreement, only one replacement will be granted in the following industries and or positions and within a 24-month period;
 - 5.4.2.2. Call Centre work or industry
 - 5.4.2.3. Office Automation Sales
 - 5.4.2.4. Any form of Telesales or Telemarketing
 - 5.4.2.5. Any form of second-hand vehicle sales

5.4.2.6. Any life and/or short-term insurance sales

5.4.3. The guarantee will be considered void under the following circumstances;

- 5.4.3.1. The Client or its managers created an environment which became intolerable for the Candidate/incumbent in which the Candidate/incumbent felt either victimised, unduly micro-managed to an such an extent that it became degrading on the Candidate's/incumbent's person, or created or caused an intolerable working condition, and/or contravened the Labour Relations and/or the Basic Conditions of Employment Acts and/or due to a Constructive Dismissal and whereby a replacement Candidate would be subjected to the same employment conditions and;
- 5.4.3.2. The Client reneged on promises made to the Candidate during the interview stage that were not realised after the candidate started work which resulted into the Candidate resigning within the Guarantee Period
- 5.4.3.3. The Candidate resigned due to any of the conditions described in par 5.4.2. and provided the Agency with a sworn affidavit with regard to the above, and/or has instituted proceedings against the Client for an Unfair Dismissal or Constructive Dismissal case at the Employment Tribunal and/or
- 5.4.3.4. the resignation of the incumbent was not due to any fault of the Agency and neither due to non-compliance of the competency requirements for the role/position in which the incumbent was employed and that the Candidate resigned because of any other irregular or unfair labour practice by the Client.
- 5.4.3.5. The guarantees offered in this agreement are not applicable with regard to fixed-term contracts that are agreed upon between the Client and the Candidate that are for a period of less than 12 months. Fixed-term contracts are further explained in clause 11 of this agreement.
- 5.4.3.6. The Client had falsified or in any way had misrepresented an employment contract for the purposes of Agency billings.
- 5.4.3.7. The Client had in any way misrepresented information in Form ECTC2017A (Legal Disclosure of CTC Information).

5.5. Background Checks;

(Background Checks in relation to: Criminal Screening, Creditworthiness & Other Background Screening requirements on Candidates submitted by the Agency to the Client for consideration;)

- 5.5.1. It is agreed that at no stage will the Agency be required to do Criminal and/or ITC Checks on candidates during the initial and/or first round CV submissions.
- 5.5.2. The Agency will endeavour to do its best and in good time, to assess the candidate - that is being considered for the position and that the Client wishes to appoint in the position - by conducting background checks that pertain to work references, criminal background and credit worthiness screening. These checks will be conducted on the account of the Agency only in the event that the Client has agreed to a 19% (nineteen percent) fee as stipulated in the table in paragraph 4.1(a).of this agreement. Should the Client insist on a discounted fee less than 19 %, (nineteen percent) Criminal, ITC and/or education verification and checks will be for the Client's account.

5.5.3. Exclusions;

- 5.5.3.1. Exclusions pertaining to paragraph 5.5.2 of this agreement will be done in writing and approved by executive management for it to be effected.

6. Agency undertaking and obligations;

- 6.1. The Agency agrees that it will adhere to strict ethical practices in the recruitment of Candidates while the Agreement is in force. Furthermore;
- 6.2. Agency Restraint of Trade;
 - 6.2.1. The Agency agrees that it will not source candidates from the Client's business for competitors while the Agreement is in force.
 - 6.2.1.1. In addition, the Agency agrees that it will not source candidates from the Client's business for a period of twelve (12) calendar months after the date of termination of the Agreement, and
 - 6.2.1.2. The Agency warrants that it has Non-solicitation/Restraint of Trade agreements in place and policies and procedures with its employees to protect the Client from recruiting employees from its business.
- 6.3. Client Non-solicitation of Agency Employees;
 - 6.3.1. The Client undertakes not to recruit the full-time employees of the Agency while an agreement is in force and for a period of 12 months after the termination of the agreement. The Client agrees that in the event of

employing any of the Agency's permanent employees and or/ recruitment consultants, and within such a period, the Client will be liable for a recruitment fee of 30% (Thirty Percent) payable to the Agency within 7 (seven) days and calculated on incumbent's Cost to Company remuneration.

7. Relationship;

- 7.1. The relationship of the Agency to Client under this Agreement shall be that of an independent Agency. The Employees, sub-agents and servants of one party shall not be considered in any way to be employees, sub-agents or servants of the other party. The Agency shall have complete control over the direction and manner in which the Agency performs the services required by it in this Agreement. Client, however, shall have the right to designate the requirements and activities to which the Agency will direct its efforts and/or services under the terms of this Agreement.
- 7.2. Working Relationship;
- 7.3. The Client will undertake to provide the Agency with continuous feedback regarding the status of the Candidate and the advertised position. Should any changes arise the Client will endeavour to contact the Agency within the shortest possible time, to avoid the wastage of man-hours by the Agency.
- 7.4. The Client agrees to match any expectations created by the advertised position either given in writing to the Agency or mentioned to the Candidate in an interview. This is to prevent the Candidate being disadvantaged by false expectations with regards to salary and furthermore to protect the reputation and professional integrity of the Agency.
- 7.5. The Client and the Agency will at all times endeavour to maintain a courteous relationship. This is accomplished by both parties meeting the expectations and obligations stated in this contract and those that could be expected between two parties operating professionally.
- 7.6. Both parties agree to a cordial relationship with each other.

8. General;

- 8.1. In the event of either Party ("the Defaulting Party") committing a breach of any of the terms of this agreement and failing to remedy such breach within a period of 10 (ten) days after receipt of written notice from the other Party ("the Aggrieved Party") calling upon the Defaulting Party to remedy, the Aggrieved Party will be entitled, at its sole discretion and without prejudice to any of the rights in law, to either claim specific performance of the terms of this agreement or to cancel this agreement forthwith and without further notice, claim and recover damages from the Defaulting Party.
- 8.2. Legal Breach Fees;
 - 8.2.1. The Parties agrees that an additional amount of £300.00 (three hundred pounds) in penalties (if Client resides or conducts business within the borders of the United Kingdom) will be payable immediately following breach of this agreement and will be added to the Aggrieved Party claims.
 - 8.2.2. In the event of the Defaulting Party not responding to legal demands of the Aggrieved Party, an additional amount £200 (two hundred pounds) will be levied to cover the Aggrieved Party's Legal Consultation Costs and will become payable upfront.
 - 8.2.3. These terms and conditions are not capable of variation, cancellation, alteration, waiver or suspension unless agreed in writing and signed by both parties.
 - 8.2.4. No inducements, representation, promises or warranties have been given or made by Agency to the Client save as contained herein.
 - 8.2.5. The Parties choose as their addresses at which they will accept all notices and communications their respective addresses as notified to the other Party in writing from time to time at which addresses all processes and notices may validly be served or delivered to the Parties.
 - 8.2.6. Save as is herein provided, Agency will not be responsible to the Client or to any third party for any direct or consequential damages, or any loss of profit that the Client or any third party may suffer for any reason. Client indemnifies Agency against any such claims.

9. Legal and Jurisdiction;

- 9.1. All International Agreements are subject to English Law.

10. Breach and Litigation;

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10.1. In the event of disputes, default of payments and related liabilities resulting in civil lawsuits English Law will be observed and litigation conducted according to same in English courts.

11. Special Clause pertaining to soliciting services and Professional Fees;

This Clause is only applicable in the event of;

11.1. The Client has an internal Candidate in mind, but is asking the Agency to provide candidates for the purposes of internal processes and/or;

11.2. Solicits the services of the Agency but ceases all communication with the Agency for reasons not declared;

11.3. Or places a position on Hold after Agency submitted Candidates

11.4. The Client agrees that the Services solicited from the Agency is for a genuine vacancy the Agency is required to recruit for. Should the Client issue a Job Specification or Role Profile to the Agency – it will be considered as the solicitation of services. The Agency will normally incur costs to advertise or search for the correct Candidate. Should the Client after soliciting the services of the Agency appoint an internal Candidate for the position, the Client will be liable for a Professional Fee of £350 (three hundred and fifty pounds) to the Agency as compensation for costs incurred and will be payable in accordance to clause 2 of this agreement.

11.5. Positions Placed on Hold;

11.5.1. Should the Agency be informed that a position has been placed on hold after the Agency's candidates had been referred and/or had been interviewed, the Client will be liable for an Administration Fee of £350 (three hundred and fifty pounds) payable in accordance to clause 2 of this agreement. The said amount paid will be deducted on final invoice should a candidate be appointed at a later stage.

11.5.2. The Agency will bill the Client a Professional Fee for the amount of £350 (three hundred and fifty pounds) for services rendered (and to recover Agency Costs) in terms of clause 2 of this agreement in the following circumstances;

11.5.3. Communication Failure and/or no-response on correspondence and/or telephonic requests from the Agency requesting a status report or feedback from the Client in as far and in the event of the agency having submitted CVs to the Client, but the Client does not respond to the communication within a period of 14 days nor;

11.5.3.1. Rejecting the candidate's CV submissions in writing or;

12. Providing reasons why communications had failed or had been unsuccessful.

Client Representatives and Client Mandate;

12.1. The Client agrees that any employee acting on its behalf and who solicits the services of the Agency – that such an employee is acting upon and within the Client's mandate.

13. Client's Credit Worthiness, Credit Checks and Trade References where applicable;

13.1. The Client Agrees to furnish the Agency with two trade references should it be specifically requested.

14. The Client agrees that any employee acting on its behalf and who solicits the services of the Agency – that such an employee is acting within the Client's mandate.