

## SCALE-UP CONTINGENT SEARCH AGREEMENT

This Agreement is made and entered into by and between:

**Steadman & Chase Ltd**, a company incorporated in England and Wales (**Company No. 16360741**), with its registered office at **86-90 Paul Street, London, EC2A 4NE** (the “**Agency**”)

AND

**[Client Name]**, a company incorporated under the laws of **[Jurisdiction]**, with its principal place of business at **[Client Address]** (the “**Client**”)

Each a “**Party**” and together, the “**Parties**”.

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### 1. Purpose

**1.1** This Agreement governs the introduction of **Candidates** by the **Agency** to the **Client** on a **contingent basis**, with tailored incentives to support high-growth hiring.

**1.2 Fee liability** arises only upon **successful Engagement**, unless otherwise stated herein.

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### 2. Definitions

**2.1 Candidate:** Any individual introduced by the **Agency** to the **Client**, whether named, CV-submitted, profiled, or otherwise identifiable.

**2.2 Introduction:** The act of providing Candidate information (written, verbal, digital) sufficient to identify them.

**2.3 Engagement:** Any **employment, consultancy, freelance, board, interim, or indirect arrangement** involving the Candidate and the Client (or its affiliates) within **six (6) months** of Introduction.

**2.4 Remuneration:** The Candidate’s **gross guaranteed first-year compensation** (base salary, fixed bonuses, allowances, sign-on, and cash incentives).

**2.5 Experienced Hire:** A Candidate with **3+ years** of professional experience in a relevant field.

**2.6 Graduate Hire:** A Candidate with **0–2 years’** experience following formal education.

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### 3. Fees and Payment Terms

**3.1** The fee is **[X%]** of the Candidate’s **first-year Remuneration** for each **Experienced Hire** (**exclusive of VAT**).

**3.2 Graduate hires and HR hires** (including **HR Generalists, HR Business Partners, HR Coordinators**) are provided **free of charge**, subject to **Clause 9**.

**3.3** Upon the successful placement of **five (5) Experienced Hires**, the Client shall be entitled to **one (1) additional Experienced Hire placement at no cost** (the “**Fee-Free Hire**”), subject to the terms of this clause.

**3.4** This benefit applies strictly to **non-executive, individual contributor, or operational roles**. It does not extend to positions classified as **senior executive or leadership appointments**.

**3.5** For the avoidance of doubt, roles **excluded** from this benefit include, without limitation:

(a) **Director-level** positions (e.g. Director of Engineering);

- (b) **Vice President-level** roles (e.g. VP of Product);
- (c) **Head-of-Function** roles (e.g. Head of Cloud Infrastructure, Head of Cybersecurity);
- (d) **C-Suite or equivalent executive** positions (e.g. CTO, CFO, COO, CEO).

**3.6** The **Fee-Free Hire** shall only be granted where the fifth role clearly falls **outside** the categories listed in **Clause 3.5**.

**3.7** Where the fifth role is ineligible under **Clause 3.5**, the benefit shall **automatically roll forward** and apply to the next **qualifying, non-executive hire**.

**3.8** **Invoices** are issued on the Candidate's **confirmed start date**.

**3.9** **Payment is due within 30 days** of the invoice date.

**3.10** **Late payments** shall incur **statutory interest at 8%** above the Bank of England base rate, plus **2% compounded monthly interest after 60 days**, and **reasonable recovery costs** under the **Late Payment of Commercial Debts (Interest) Act 1998**.

**3.11** **No engagement = no fee**, unless a breach of **Clause 4** or **Clause 5** occurs.

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#### **4. Candidate Ownership**

**4.1** **Ownership remains with the Agency for six (6) months** post-Introduction.

**4.2** If the Candidate is engaged by the **Client**, its affiliate, or any referred third party within this period, **full fee applies**.

**4.3** The Agency is presumed the **effective cause of hire** unless the Client can produce **written evidence** of active recruitment engagement **pre-dating the Introduction**.

**4.4** LinkedIn connections, database records, or prior passive awareness do not constitute prior engagement.

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#### **5. Anti-Circumvention**

**5.1** Engagement of a Candidate via **internal channels, another agency, referral, or third-party rerouting** within the **ownership window** triggers **full fee liability**.

**5.2** This clause applies regardless of **route to hire or contractual intermediary**.

**5.3** The Client may not **retain, forward, or repurpose** any Candidate profile for **future use** outside the scope of the role introduced.

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#### **6. Replacement Guarantee**

**6.1** One (1) replacement shortlist is provided if a Candidate **resigns or is terminated within six (6) months** of start, provided:

- (a) The original invoice was **paid in full and on time**;
- (b) The **role and compensation remain unchanged**;
- (c) Departure was **not due to restructure, redundancy, misrepresented role, documented workplace misconduct or grievance leading to departure**.

**6.2** This guarantee is offered **once per paid hire** and has **no monetary refund value**.

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#### **7. Approved Supplier Term**

**7.1** In recognition of the **discounted fee structure**, added-value services, and long-term hiring support provided under this Agreement, the Client agrees to designate **Steadman & Chase Ltd** as a

**Preferred Recruitment Partner** for an initial term of **three (3) years**, commencing from the date of the first successful hire.

**7.2** This strategic partnership eliminates the need for **repeated procurement processes** and reflects a **commitment to long-term talent development**. In return, the Client benefits from:

- (a) A **fee-free Experienced Hire** following every **fifth paid placement** (i.e. the 5th, 10th, 15th, etc.);
- (b) **Unlimited free-of-charge graduate and HR placements**;
- (c) Access to **fast-track candidate pipelines** (delivered within **48-72 hours** for urgent roles);
- (d) **Market insight, benchmarking, and strategic hiring consultation** at no additional cost.

**7.3** This Preferred Partner status will **automatically renew annually**, unless terminated by either Party with **thirty (30) days' prior written notice**.

**7.4** Termination shall not affect the enforceability of **fees for Candidates introduced** prior to notice or within the **Candidate Ownership window** (see **Clause 4**).

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## **8. Enhanced Delivery & Value Add**

**8.1** Included at no extra charge:

- (a) Market insight reporting and benchmarking;
  - (b) Talent pipelines within **48-72 hours** for **urgent** roles;
  - (c) Strategic hiring support;
  - (d) Free graduate and HR placements;
  - (e) Access to proprietary candidate database;
  - (f) Interview scheduling assistance and coordination.
  - (g) Unrestricted support access, you may call or email at any time. We are available 24/7, night, weekend, holiday, or away. Even while travelling or on leave, we are here to help. There is a click-to-call link in our email bio enabling free desktop calls from anywhere globally, ensuring seamless free communication at the click of a button.
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## **9. Social Impact & People Function Support**

**9.1** As part of its growth-enablement strategy, the Agency provides:

- (a) Free graduate hiring to help early-career professionals secure their first role;
- (b) Free HR hiring for e.g. HR Generalists, HR Coordinators, HR Business Partners.

**9.2** These hires are **excluded from the fee structure in Clause 3** and are **not subject to Candidate Ownership**.

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## **10. Confidentiality**

**10.1** All commercial, strategic, and Candidate-related information shall remain **strictly confidential** for **five (5) years** post-termination.

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## **11. Data Protection**

**11.1** Each Party shall comply with applicable data laws including **UK GDPR** and the **Data Protection Act 2018**.

**11.2** The Agency warrants all Candidates have provided **informed consent** for data sharing.

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## **12. Intellectual Property**

**12.1** All materials (CVs, reports, assessments) submitted remain **intellectual property of the Agency**.

**12.2** They may not be **duplicated, mined, or retained** without **express written consent**.

**12.3** Unauthorised use triggers **full fee liability**.

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## **13. Warranties & Disclaimers**

**13.1** The Agency does not guarantee **Candidate performance, conduct, or retention**.

**13.2** The Client is responsible for **vetting, onboarding, reference checking**, and ensuring **team fit**.

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## **14. Limitation of Liability**

**14.1** The Agency's liability shall not exceed **total fees paid in the preceding six (6) months**.

**14.2** The Agency is **not liable** for **indirect, reputational, or consequential losses**.

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## **15. Governing Law and Jurisdiction**

**15.1** This Agreement is governed by the **laws of England and Wales**.

**15.2** Disputes shall be resolved exclusively in the **courts of England and Wales**.

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## **16. Conduct Implies Acceptance**

**16.1** If unsigned, this Agreement is deemed **accepted in full** upon the Client's **receipt of, engagement with, or reference to** a Candidate introduced by the Agency.

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## **17. Survival**

**17.1** The provisions on **Fees, Ownership, Anti-Circumvention, Confidentiality, IP, and Jurisdiction** shall survive termination.

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## **18. Entire Agreement**

**18.1** This Agreement constitutes the **entire understanding** between the Parties.

**18.2** No variation is valid unless **agreed in writing** and **signed by authorised representatives**.

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## **19. Signatures**

Signed for and on behalf of **Steadman & Chase Ltd**

Name: **Jake Cook**

Signature:

Title: **Founder & Managing Director**  
Date:

Signed for and on behalf of **[Client Name]**  
Name:  
Signature:

Title:  
Date: