



YOUR DEDICATED SEARCH TEAM

This **Recruitment Strategy Agreement** (the "Agreement") sets out the terms and conditions upon which _____ (the "Company"), being a Company duly registered under the laws of South Africa with registration number _____ and having its registered address at _____, engages RMV Solutions Pty Ltd (the "Recruiter"), being a Company duly registered under the laws of South Africa with registered number 2024 / 175823 / 07 and having its registered address at 621 Time Square, Park Drive, Parklands, Cape Town, as a recruiter for the Company (together, the "Parties").

WHEREAS: the main activity of the Company is the Recruitment & Selection of candidates.

WHEREAS: The recruiter locates and provides human resources (HR) in this abovementioned area.

WHEREAS: the Company is desirous of engaging the Recruiter to provide recruitment services on such terms as are set out throughout this agreement and the Recruiter for his part is desirous of being engaged by the Company to provide said recruitment and Human Resources (HR) on said terms.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. DEFINITIONS.

In this Agreement:

- 1.1. "Territory" shall mean South Africa
- 1.2. "Candidate" shall mean any applicant applying for a Position with the Company.
- 1.3. "Position" shall mean the role for which the Candidate is being Presented based on the requirements set out in clause 2 of this Recruitment Strategy Agreement.
- 1.4. "Requirements" shall mean the requirements provided to the Recruiter by the Company set out in clause 2 of this Recruitment Strategy Agreement.
- 1.5. "Presentation", "Presented", and "Present" shall all mean the submission in writing of the Candidate's particulars to the Company including either his CV or his name or any other information sufficient to uniquely identify the Candidate. The Presentation of a client shall be deemed to have taken place notwithstanding that the Candidate may eventually Sign on for a Position other than that in the contemplation of the Parties at the time of Presentation.
- 1.6. "Sign On" shall mean the execution of an employment or consultancy agreement between the Company and the Candidate irrespective of its conditions.
- 1.7. "Termination," "Terminate," and "Terminates" shall all mean the termination of the employment of the Candidate in any of the following circumstances only: resignation by the Candidate, dismissal for breach of contract, dismissal for gross misconduct, failure of the Candidate to begin employment or consultancy notwithstanding the execution of an employment or consultancy agreement.
- 1.8. "Another Agent" shall mean any person representing or purporting to represent the Candidate with or without instruction from the Candidate and whether or not doing so for pecuniary gain and whether or not in the business of recruitment or Human Resources (HR).
- 1.9. "Fees" shall mean the fees set out in Clause 4 of this Recruitment Strategy Agreement.
- 1.10. Unless it is evident from the context and having regards to the generality of the Agreement that a clause intends to mean otherwise: words denoted in the singular only shall include the plural and vice versa; words denoted in any gender shall include all genders; and terms denoting people or persons shall include both natural and legal persons (such as corporations) and vice versa.

- 1.11. The heading names in the Agreement are provided as reference only and do not form part of the Agreement.
- 1.12. The Agreement may be executed in both English and other languages. If there is a conflict between the agreement in its various translations the English version shall prevail.
- 1.13. The illegality or unenforceability of any clause (or part thereof) shall have the effect of voiding that clause (or part thereof) only and not the entirety of the Agreement.
- 1.14. This Agreement may be executed either in one original or in two counterparts.
- 1.15. The terms of the Agreement shall be deemed to be binding on both Parties based on their respective conduct notwithstanding any error or defect in the execution of the Agreement.

2. PROVISION OF INFORMATION

In order to enable the Recruiter to locate suitable Candidates the Company will promptly provide the following information to the Recruiter:

- 2.1. An executive summary of the Company including its areas of operation, samples of their work etc.
- 2.2. A detailed description of the Position including salary, benefits, conditions of employment, place of work, and any other relevant considerations.
- 2.3. A detailed description of the desired applicant.
- 2.4. A copy of their human resources (HR) policy, if any.
- 2.5. A sample employment contract detailing the terms on which the Candidate would be engaged.
- 2.6. The performance by the Recruiter of its obligations under this Agreement is conditional upon receipt of the above and changes in these requirements must be notified in writing as soon as practicable.

3. OBLIGATIONS OF THE RECRUITER

The Recruiter will use its best endeavors to locate a suitable Candidate and Present this Candidate to the Company. The Recruiter will use their skill, experience in recruitment, and human resources (HR) as well as industry knowledge to locate, screen, interview, and test Candidates. The Recruiter may undertake searches for Candidates directly or may outsource this role to third parties or networks. Specialist tests such as drug testing, background checks, and credit checks will be performed by the Recruiter at the Company’s request.

4. FEES

In consideration of its services under the Agreement, the Company agrees to pay the Recruiter 9% of gross annual salary. Such fees are payable within **14** (fourteen) days of becoming due. The above fee is due net of all local taxes, charges, and all other deductions.

Permanent Placements	9% of annual salary	Paid within 14 days of start date
Contract Placements	9% of the salary x contract duration	Paid within 14 days of start date

5. OUT OF POCKET EXPENSES

In addition to the fees outlined in clause 4, the Company undertakes to pay, reimburse, and indemnify the Recruiter against all reasonable costs, overheads, and out-of-pocket expenses incurred by the Recruiter within the scope of and during the operation of the Agreement provided always that any such expenses are approved by the Company in writing before they are incurred and that documentary evidence of the payment of said costs and their bona fide nature is presented promptly. **The recruiter will cover the cost for credit, criminal, and reference checks only. All additional checks required will form part of the out-of-pocket expenses.**

6. APPLICATION VIA ANOTHER AGENT AND DIRECT APPLICATION

It is agreed that:

- 6.1. The Recruiter's Fees are still payable notwithstanding the subsequent Presentation of the Candidate to the Company by Another Agent for a period of 12 months.
- 6.2. The Recruiter's Fees are still payable notwithstanding the subsequent application of the Candidate to the Company directly for a period of 12 months.
- 6.3. The Recruiter's Fees are not payable if the Candidate has already been Presented to the Company (directly or by Another Agent). The Company therefore undertakes to inform the Recruiter within seven (7) days of learning the Candidate's name if that Candidate has already been Presented directly or by Another Agent. Failure to comply with this requirement shall constitute a waiver of rights under this clause by the Company.
- 6.4. Nothing in this clause shall affect the provision of Clause 5.

7. TERMINATION OF CANDIDATE

The guarantee is only validated on receipt of payment by the Company on or before fourteen (14) days from the invoice date. In the event of Termination within ninety (90) days for any reason other than retrenchment, disablement, unfair dismissal, or death of unfair labour practices of the Candidate the Recruiter shall:

- 7.1. Provide another Candidate at no extra cost to the Company; or,
- 7.2. Should a suitable candidate not be found within sixty (60) days by the Recruiter, a credit note to the value of 100% of the placement fee paid will be provided to the client for a period of 12 months which will be used for any future placements.

8. DURATION

The Agreement shall commence on the date of its execution and shall have effect until any of the following occurrences at which point the Agreement will end:

- 8.1. the failure of the Company to pay any fees due under this Agreement within 60 (sixty) days of them falling due provided that such delay was not expressly agreed between the Parties.
- 8.2. The provision of 14 (fourteen) days' notice in writing by either Party.
- 8.3. The passing of 12 (twelve) months.

9. WARRANTIES AND INDEMNITIES

- 9.1. Both Parties warrant that they have the necessary power and approval to enter into the Agreement.
- 9.2. Both Parties warrant that they are not aware of anything in their reasonable control which will or could have an adverse effect upon their ability to perform their respective obligations under the Agreement.
- 9.3. The Recruiter acknowledges that he/she does not have the right to bind the Company.
- 9.4. The obligations and benefits under this Agreement may be assigned by either Party provided that the other Party first agrees in writing to said assignment.
- 9.5. The failure or delay by either Party to enforce any term of this agreement or to act upon a breach of any term shall not constitute a waiver of their rights with the express exception of those rights in clause 6.3.
- 9.6. Both Parties warrant that they will not do anything to hinder or adversely affect the execution of the other Parties' duties under the Agreement.
- 9.7. Both Parties warrant that they will submit to the exclusive jurisdiction of the courts and legal system of South Africa in clause 13.

- 9.8. The Company accepts that the Recruiter is not liable for (and agrees to hold him/her harmless for) any losses arising out of:
- 9.8.1. Any deception, misrepresentation, fraud or fraudulent by the Candidate howsoever made and whether by act, conduct or omission.
 - 9.8.2. Any loss howsoever arising caused by the Candidate acting under employment to the Company including losses due to negligence or gross misconduct.
 - 9.8.3. Any loss caused by the Candidate failing to take up employment as agreed.

10. CONFIDENTIALITY

It is agreed that:

- 10.1. The Recruiter shall ensure that any confidential information or material which is obtained during the scope of this Agreement or in negotiation thereof is kept confidential including but not limited to the details of the Position and the proposed salary thereof.
- 10.2. The Company shall ensure that the details of the Candidate are always kept confidential and undertakes not to share this information with any third parties.
- 10.3. The Recruiter undertakes that he shall not expose any confidential information except with the prior written consent of the Company or if directed to do so by a competent Court provided always that such information has not previously entered the public domain by other means.
- 10.4. The terms of clauses 10.1, 10.2, 10.3 shall apply indefinitely notwithstanding the termination of this Agreement.

11. POPIA DISCLAIMER TO CLIENTS, ASSOCIATES AND SERVICE PROVIDERS

- 11.1. As a recruitment business, RMV Solutions introduces candidates to clients for permanent, temporary or contract employment. Sharing the personal information of our candidates and client contacts is a significant and essential part of the recruitment process. By engaging in any of our recruitment services provided, you agree to:
- 11.1.1. Only use candidates' personal data provided via application forms, CVs submitted and references obtained for the sole purpose of recruitment and will not sell or share this information.
 - 11.1.2. Ensure that candidates personal data is treated in binding confidentiality and in line with the POPI Act.
 - 11.1.3. Ensure reasonable operational and information technology measures are implemented to protect against unlawful access and/or processing.
 - 11.1.4. Destroy the personal data of candidates if their application was unsuccessful or no longer required for the specific purpose it was intended for.
 - 11.1.5. Immediately notify RMV Solutions in the event of or knowledge of obstruction and irregularities of the applicable regulations pertaining to the personal data protection legislation by you, any of your staff or other parties acting on your behalf.

GENERAL:

By submitting information to RMV Solutions, irrespective as to how such information is submitted, you consent to the collection, collation, processing and storing for such information and the use and disclosure of such information in accordance with this policy.

12. VARIATION

Any variation to this Agreement shall be made in writing and signed by both Parties.

13. NOTICES

Any notice served under this Agreement shall be made in writing and shall be considered served if it is handed to the other Party in person or delivered to their last known address or any other such address as the Party being served may have notified as his address for service. All notices shall be delivered in English.

14. GOVERNING LAW, DISPUTES AND ARBITRATION It is agreed that:

14.1. The Agreement is made under the exclusive jurisdiction of the laws of South Africa.

14.2. Disputes under this Agreement shall be subject to the exclusive jurisdiction of the courts of South Africa.

14.3. Notwithstanding the terms of 13.2 both Parties agree that in the event of a dispute they will enter arbitration before the International Chamber of Commerce before a single arbitrator whose decision shall be final.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement:

These Terms and Conditions are deemed to be accepted by the client by a request for an introduction, an interview, whether in person or by telephone, or email, or by signing of the Terms and Conditions.

I, _____ duly authorized by _____ hereby confirm and accept the terms and conditions of RMV Solutions (Pty) Ltd.

Designation

Signature

Date