

Terms and Conditions for AdHire Recruitment Consulting Services

1. Scope of Services

AdHire (“the Company”) provides professional recruitment consulting and candidate placement services on a project basis to clients across Europe and the United States. The specific scope of services for each project will be defined in a separate proposal or Statement of Work (“SOW”) agreed by the parties. Services offered by AdHire may include, but are not limited to:

- **Strategic Consulting:** Guidance on hiring strategy, talent acquisition planning, and talent mapping.
- **Executive Search & Placement:** Identification, recruitment, and placement of candidates (contingent or retained search services).
- **Compliance Advisory:** Consulting on data protection and compliance in recruitment processes (including **GDPR** guidance).
- **Technology & Analytics:** Optimization of Applicant Tracking Systems (ATS) and setup of recruitment analytics or related technology solutions.

AdHire will perform the Services in a diligent, professional manner consistent with industry standards and the agreed scope. While AdHire will use its expertise and best efforts to achieve the client’s objectives, the Company does not guarantee any specific outcome or hiring result. Any changes to the agreed scope or additional services must be documented and approved by both parties in writing (e.g. via a change order or amended SOW).

2. Fees and Payment Terms

Fees for AdHire’s services will be outlined in each project agreement or SOW, and may vary by the type of service:

- **Consulting Services:** These may be billed on a fixed-fee basis or on a time-and-materials basis (e.g. hourly or daily rates), as specified in the SOW. The SOW will detail the fee structure and payment schedule (for example, an initial retainer or milestone-based payments). The Client shall also reimburse AdHire for reasonable out-of-pocket expenses pre-approved by the Client (such as travel costs for on-site meetings), if any.
- **Candidate Placement Services:** For **contingent searches**, placement fees (often calculated as a percentage of the placed candidate’s first-year salary or as a fixed amount) are payable only upon a successful hire (“Engagement”) of a candidate presented by AdHire. For **retained searches**, the fee structure may include an upfront retainer fee (or multiple installment payments) and a final success fee upon placement, as will be agreed in advance between AdHire and the Client. The exact

fee percentage or amounts, and timing of invoices (e.g. upon candidate's start date or offer acceptance), will be defined in the SOW or service agreement.

All invoices are payable within ____ days of the invoice date, unless otherwise specified in writing. Fees are stated exclusive of any applicable taxes (such as VAT, sales tax, or other duties), which will be added as required by law. In the event of late payment, AdHire reserves the right to charge interest on the overdue amount at the maximum rate permitted by law until payment is received, and/or to suspend further Services until outstanding invoices are paid in full. The Client shall not withhold or set-off payment of any undisputed fees. If the Client disputes an invoice, it must notify AdHire in writing within ____ days of receipt, providing details of the dispute, and the parties will work in good faith to resolve the issue promptly.

Introduction & Placement Fees: If the Client hires or engages any candidate presented or introduced by AdHire – whether directly or indirectly – the Client agrees to pay the applicable placement fee to AdHire. This includes situations where AdHire introduces a candidate and: (a) the Client hires that candidate for any role (not just the role originally intended), or (b) the Client passes along the candidate's information to a third party (e.g. an affiliate or partner) and that third party engages the candidate. In such cases, the Client must promptly notify AdHire of the engagement and provide relevant details for fee calculation, and the placement fee will be due as if the Client had hired the candidate[1]. An introduction of a candidate by AdHire is deemed to be the effective cause of any resulting hire for a period of **twelve (12) months** from the date of the introduction (or the last communication/interview with the candidate), whichever is later[2]. In other words, if a candidate introduced by AdHire is hired by the Client or any of its affiliates within 12 months of the introduction, the placement fee applies, regardless of whether the hire is through AdHire or through another channel.

Replacement Guarantee: In the event a candidate placed by AdHire (through a contingent or retained search) does not remain employed with the Client for a minimum period of ____ months from the start date, AdHire will, as a one-time courtesy, endeavor to find a suitable replacement candidate for the same position at no additional charge, **or**, at AdHire's discretion, provide a refund of the placement fee (in whole or prorated, as agreed) to the Client[3]. This guarantee is conditioned on the Client having paid the original placement fee and any other due invoices on time[4]. It will not apply if the candidate's departure is due to reasons unrelated to the candidate's performance (for example, internal restructuring or redundancy at the Client's organization, elimination of the role, or discrimination, pregnancy or health-related layoffs)[5]. Any claim under this replacement guarantee must be made by the Client in writing within ____ days of the candidate's last day of employment. Except for the foregoing, AdHire does not offer refunds on services rendered.

3. Confidentiality

Both AdHire and the Client acknowledge that during the engagement each party may have access to confidential or proprietary information of the other, as well as personal data relating to candidates. **“Confidential Information”** means any non-public or proprietary information disclosed (in any form) by one party (“Disclosing Party”) to the other (“Receiving Party”) in connection with the Services. This includes, without limitation: business plans, strategies, or financial information; client and candidate lists or details; job descriptions and hiring plans; candidate résumés/CVs, assessments or personal data; and any reports, recommendations, or deliverables provided by AdHire to the Client. Each party’s Confidential Information remains the property of that party.

The Receiving Party shall keep all Confidential Information strictly confidential and use it solely for the purpose of fulfilling its obligations under this agreement[6]. The Receiving Party will not disclose the Confidential Information to any third party without the Disclosing Party’s prior written consent, except to the Receiving Party’s own personnel or subcontractors who **need to know** such information for the performance of the Services and who are bound by confidentiality obligations at least as restrictive as those herein. The Receiving Party shall safeguard the Disclosing Party’s Confidential Information using the same degree of care it uses to protect its own similar confidential information, and in no event less than a reasonable standard of care[7].

Exceptions: These confidentiality obligations do not apply to information that the Receiving Party can demonstrate:

- **(a)** is or becomes generally available to the public through no breach of this agreement (e.g. information that is publicly posted or published without violation of this agreement)[8];
- **(b)** was already known to the Receiving Party, or rightfully received from a third party, prior to disclosure by the Disclosing Party, **and** not subject to an existing confidentiality obligation[9];
- **(c)** is required to be disclosed by law, court order, or regulatory authority, **provided** that the Receiving Party gives prompt written notice (if legally permitted) to the Disclosing Party and discloses only the minimum amount of information necessary to comply with the law or order[10]; or
- **(d)** is disclosed with the prior written approval of the Disclosing Party (such approved disclosure strictly in accordance with that approval).

Furthermore, the Client agrees that any candidate information (including personal data) provided by AdHire is confidential and is to be used solely for evaluation of that candidate for potential engagement with the Client. The Client will not share any such candidate-identifying information with any third party without AdHire’s consent, unless required by applicable law[11].

Each party’s confidentiality obligations shall commence upon first receipt of Confidential Information and continue for a period of ____ years after the termination of the Services,

except that any trade secrets or highly sensitive data (including personal data) shall remain confidential indefinitely. Upon termination or upon the Disclosing Party's request, the Receiving Party will return or destroy (and certify such destruction if requested) all of the Disclosing Party's Confidential Information in its possession, except as may be required to be retained by law or bona fide archival purposes (in which case the confidentiality obligations hereunder continue to apply).

4. Data Protection and Compliance (including GDPR)

Each party shall comply with all applicable data protection and privacy laws in connection with the Services, including the EU General Data Protection Regulation (EU 2016/679, "GDPR") and any similar laws that apply to the Client or the Services in other jurisdictions. Both AdHire and the Client agree to process any personal data exchanged under this agreement in a lawful, fair, and transparent manner, and to maintain appropriate technical and organizational measures to protect such data[12].

Candidate Data: AdHire may collect, use, and share personal data of candidates (such as names, contact information, CVs, work experience, and other credentials) solely for the purposes of providing recruitment and consulting services to the Client. AdHire represents that it will only share candidate personal data with the Client where there is a valid legal basis for doing so (for example, the candidate's consent, the necessity to perform a contract, or AdHire's legitimate interest in making the introduction)[13]. Where required by law, AdHire will obtain the candidate's consent to share their data with the Client or will inform the candidate that their data may be forwarded to potential employers. The Client agrees to use any candidate personal data provided by AdHire only for legitimate hiring evaluation and recruitment purposes in line with the scope of Services. If the Client hires a candidate, the Client becomes the data controller for that candidate's personal data in the context of employment; the Client is then solely responsible for complying with all applicable data protection, employment, and privacy laws regarding that employee or contractor[14].

Data Sharing and Security: Each party will ensure that any personal data it provides to the other has been collected lawfully and that the sharing of such data is permissible. The Disclosing Party confirms that it has provided any required privacy notices to, and obtained any necessary permissions or consents from, the data subject(s) prior to disclosing personal data to the Receiving Party[15]. The Receiving Party shall only process the personal data received for the limited purpose of fulfilling its obligations under this agreement and in accordance with the Disclosing Party's instructions and applicable law. Both parties shall implement appropriate security measures to protect personal data against unauthorized or unlawful processing, and against accidental loss, destruction, or damage. In the event either party becomes aware of a data breach affecting personal data obtained from the other party, it will notify the other party without undue delay and provide sufficient information to allow the other party to fulfill any reporting or notification obligations.

If AdHire, in performing ancillary consulting tasks (e.g. HR process consulting, analytics, etc.), processes personal data from the Client's systems as a **data processor** on behalf of the Client, AdHire will process such data only in accordance with the Client's instructions and will provide reasonable assistance to the Client in meeting its GDPR obligations. In such cases, the parties shall enter into a separate Data Processing Addendum (DPA) if required by GDPR or other applicable law, setting out the detailed obligations of processor and controller.

Each party agrees to reasonably assist the other in responding to any inquiries or requests from data protection authorities or data subjects (such as candidates exercising their rights of access, correction, deletion, etc.), to the extent such inquiry relates to data processed under this agreement and such assistance is necessary for compliance^[12]. In addition, each party shall indemnify and hold the other party harmless from any fines, penalties, or losses incurred due to its breach of this Section or violation of applicable data protection laws, including GDPR^[16]. Data protection obligations shall survive the termination of this agreement.

5. Intellectual Property

Each party retains all rights, title, and interest in and to its pre-existing intellectual property and materials. **Pre-Existing IP** means all concepts, know-how, tools, frameworks, software, data, or other materials developed or obtained by a party prior to or outside the scope of the Services. Nothing in this agreement shall transfer ownership of any Pre-Existing IP owned by either AdHire or the Client.

For any reports, analyses, documentation, methodologies, or other deliverables that are specifically created by AdHire for the Client as part of the Services ("Deliverables"): upon full payment of all fees due for the project, the Client will have the right to use the Deliverables for its internal business purposes. By default, AdHire grants the Client a perpetual, worldwide, non-transferable, royalty-free license to use, copy, and internally distribute the Deliverables within the Client's organization. If the parties wish to transfer ownership of certain Deliverables to the Client, this will be expressly stated in the SOW or applicable contract; in such case, AdHire will retain a license to use the underlying generalized know-how and non-confidential aspects of the Deliverables.

AdHire retains ownership of all intellectual property rights in its **Pre-Existing IP** and any general skills, knowledge, and experience (including ideas, processes, and methodologies) that AdHire develops or utilizes in the course of providing the Services, even if embedded in the Deliverables. AdHire also retains the right to use any general concepts, expertise or know-how learned through the engagement, provided that no Client Confidential Information is disclosed in doing so.

Any intellectual property or materials provided by the Client to AdHire during the project (for example, the Client's templates, training materials, branding, software, or data) remain the exclusive property of the Client. The Client grants AdHire a limited license to use such materials solely for the purpose of performing the Services. All such Client-

provided materials (and any copies) will be returned or destroyed at the end of the project upon request.

Neither party will use the other's names, logos, or trademarks in any marketing or publicity materials without prior written consent. However, AdHire may list the Client's name and logo in its portfolio or list of clients, solely for the fact of having performed work, unless the Client specifically requests in writing that it not be referenced. Nothing in this Section shall restrict the Company's right to use general experience and know-how gained from the project (without identifying the Client or disclosing Confidential Information) in the conduct of its business.

6. Termination

Termination for Convenience: Either party may terminate an ongoing project (or the entire engagement under these Terms) for convenience by providing at least ___ days' prior written notice to the other party. In such case, the effective termination date shall be the end of the notice period. If multiple projects or SOWs are active, termination of one project will not automatically terminate other projects, unless the termination notice or mutual agreement specifically encompasses all ongoing engagements.

Termination for Cause: Either party may terminate the Services (in whole or for a specific project) immediately upon written notice if the other party commits a material breach of this agreement or any SOW, and (if the breach is capable of cure) fails to remedy the breach within 30 days after receiving written notice describing the breach. A material breach includes, but is not limited to: non-payment of fees, unauthorized use or disclosure of Confidential Information, material violation of data protection laws, a breach of the Non-Solicitation clause, or any other breach that defeats the essential purpose of the agreement. For the avoidance of doubt, any breach of the confidentiality, data protection, or non-solicitation provisions shall be deemed a material breach of the agreement^[17]. Additionally, either party may terminate immediately if the other party becomes insolvent, enters bankruptcy or receivership, or ceases to do business in the ordinary course.

Upon termination or expiration of the Services for any reason, the Client agrees to pay AdHire for all Services rendered and expenses incurred up to the effective date of termination. In case of early termination, AdHire will invoice the Client for any work completed or in-progress (on a prorated basis if applicable) and for any agreed-upon fees or non-cancellable expenses. If the Client terminates a project for convenience, and had pre-paid any fees for services not yet rendered as of the termination date, AdHire will refund any such unearned fees. If AdHire terminates for the Client's uncured breach, or if the Client terminates for convenience, the Client shall also be responsible for any reasonable costs AdHire incurs due to early termination (for example, costs of winding down subcontractor engagements, with such costs to be discussed in good faith).

Termination or expiration of this agreement shall not affect any accrued rights or liabilities of either party as of the date of termination. In particular, if a candidate introduced by AdHire has been hired by the Client prior to termination (or is hired as a result of an

introduction made before termination), the Client remains obligated to pay the applicable placement fee to AdHire, notwithstanding the termination[18]. Likewise, any provisions of this agreement which by their nature or express terms extend beyond termination (including, but not limited to, provisions on Confidentiality, Data Protection, Intellectual Property, Fees and Payment obligations, Limitation of Liability, Non-Solicitation, and Governing Law & Dispute Resolution) shall survive and remain in effect. Each party shall promptly return or, at the other party's request, destroy any Confidential Information of the other in its possession upon termination (subject to any right to retain data for legal compliance purposes).

7. Limitation of Liability

- **No Indirect Damages:** To the fullest extent permitted by law, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary losses or damages of any kind (including, without limitation, lost profits, loss of business opportunity, loss of revenue, or loss of anticipated savings) arising from or related to this agreement or the Services, even if the possibility of such damages was foreseeable or the party has been advised of the possibility of such damages[19].
- **Liability Cap:** Each party's total aggregate liability to the other for any and all claims arising out of or in connection with this agreement (whether in contract, tort (including negligence), statutory duty or otherwise) shall be limited to the total amount of fees paid (or payable) by the Client to AdHire for the specific project or Services giving rise to the claim. If the claim is not tied to a specific project, the liability will be capped at the amount of fees paid by the Client under this agreement in the twelve (12) months preceding the event giving rise to the claim. The existence of multiple claims or events shall not enlarge this cap. This subsection applies collectively to all of a party's officers, directors, employees, affiliates, and subcontractors as well, such that the aggregate liability of all such persons and entities shall not exceed the cap in total.
- **Unavoidable Liability:** Nothing in this agreement shall operate to exclude or limit either party's liability for: (i) death or personal injury caused by its negligence; (ii) its fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be limited or excluded under applicable law (for example, certain liabilities under product liability laws or data protection laws, where such exclusion would be unlawful)[20]. Additionally, the liability cap stated above shall **not** apply to the following obligations, which shall be borne in full by the breaching party if they occur: misuse or unauthorized disclosure of Confidential Information; infringement of the other party's intellectual property rights; willful misconduct or gross negligence; or breaches of Section 4 (Data Protection) including any regulatory fines imposed as a result of such breach.

- **Candidate Hiring Risks:** The Client acknowledges that all hiring decisions (including the choice to hire or not hire any candidate) are the ultimate responsibility of the Client. AdHire shall not be held liable for any loss, damage, cost, or expense incurred by the Client in connection with the hiring of a candidate (or the decision not to hire a candidate) introduced by AdHire, **including** any loss or damage arising from a candidate's act or omission, performance, or suitability for employment[21]. AdHire will use reasonable efforts to vet and present suitable candidates based on the information available, but makes no guarantee as to a candidate's suitability, integrity, or performance. The Client is strongly advised to independently verify candidate qualifications, references, and legal eligibility to work, as well as to make the final hiring decision based on its own evaluation. AdHire's liability for any claim arising from an introduced candidate (for example, if a candidate proves to be unsuitable or causes harm) is subject to the limitations and cap set forth in this Section.

8. Governing Law and Dispute Resolution

This agreement is intended to be universally applicable to Clients in different jurisdictions. To provide predictability and neutrality, the parties agree that the **governing law** of this agreement, and any dispute or claim (contractual or non-contractual) arising out of or in connection with it or its subject matter, shall be the law of a neutral jurisdiction. Unless otherwise specified in an SOW, this agreement shall be governed by and construed in accordance with the laws of **England and Wales**, without regard to its conflict of law principles[22]. The parties choose English law for its neutrality and well-established legal framework in international contracts. (If the parties mutually prefer an alternate governing law more relevant to a particular engagement, they may specify such choice in the SOW or a written amendment, which would override the foregoing default choice for that engagement.) The U.N. Convention on Contracts for the International Sale of Goods (CISG) shall **not** apply, as this is a services agreement.

Dispute Resolution: The parties shall first attempt to resolve any dispute, claim, or controversy arising out of or relating to this agreement through good-faith negotiation between senior representatives of each party. If a dispute cannot be resolved amicably within a reasonable time (for example, within 30 days from the date one party notifies the other of the dispute in writing), the dispute shall be finally resolved by **binding arbitration**. The arbitration will be conducted in the English language by a single arbitrator, in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC), unless the parties agree to an alternative arbitration institution. The seat of the arbitration (legal place of arbitration) shall be a neutral location mutually agreed by the parties. If the parties cannot agree on a location, the default seat of arbitration shall be **London, United Kingdom**, given its status as a neutral and well-recognized forum for international arbitration. The arbitration award shall be final and binding on both parties, and enforceable in any court of competent jurisdiction. The parties agree that the arbitral

award may be entered and enforced by any court having jurisdiction over the party (or its assets) against whom enforcement is sought.

Nothing in this clause prevents either party from seeking interim or conservatory relief (such as an injunction or order for specific performance) from a competent court at any time, **before** or **after** the formation of the arbitral tribunal, to preserve the status quo or prevent irreparable harm, especially in cases involving alleged breaches of confidentiality or intellectual property rights. The seeking of such interim relief shall not be construed as a waiver of the agreement to arbitrate or a breach of this dispute resolution provision.

9. Non-Solicitation

Non-Solicitation of Employees: During the term of any SOW or project under this agreement and for a period of one (1) year after its termination or completion, **neither party** will, without the prior written consent of the other, solicit or induce any employee of the other party who was directly involved in the Services to leave their employment in order to work for or with the soliciting party. This restriction applies to AdHire's consultants and key personnel as well as the Client's employees that interacted with AdHire. Generalized job postings or solicitations directed to the public or a broad audience (for instance, public job advertisements that are not specifically targeted at the other party's employees) do not violate this clause[23]. If a party does hire an employee of the other in violation of this clause, the breaching party agrees that the harmed party shall be entitled to recover liquidated damages in an amount equal to _____ (for example, a percentage of the employee's annual salary or the recruiting costs incurred to replace that employee), as a reasonable estimate of the losses and costs of such a breach[24]. This liquidated damages provision is not intended as a penalty, but rather as a fair compensation for the disruption caused.

Non-Circumvention (Candidate Introductions): The Client acknowledges that AdHire has a legitimate business interest in the candidates it presents. Accordingly, the Client shall not circumvent AdHire's services by attempting to approach, engage, or hire candidates presented by AdHire outside of this agreement. If AdHire introduces a candidate to the Client (whether orally or in writing, by résumé/CV or otherwise), the Client **shall not** directly or indirectly refer that candidate to any affiliate, subsidiary, or other third party, nor hire or engage that candidate through another source, without AdHire's involvement. In the event that a candidate introduced by AdHire is hired or engaged in any capacity by the Client (or any of its affiliates or referrals) within **12 months** of the introduction, the Client will be liable to pay AdHire the agreed placement fee for that candidate, as described in Section 2, regardless of whether AdHire was involved in the hiring process at the time[2]. Likewise, if the Client provides information about a candidate provided by AdHire to a third party, and that third party hires the candidate within 12 months of the introduction, the Client will be responsible for paying AdHire the placement fee as if the Client had hired the candidate itself[1]. This clause is not intended to restrict the Client from hiring candidates through other sources that were not introduced by AdHire; it is meant to protect AdHire from having its presented candidates hired without

compensation. The Client agrees to inform AdHire immediately if any such candidate is hired and to promptly pay the applicable fee.

These non-solicitation and non-circumvention provisions are considered reasonable by the parties in scope and duration given the nature of the Services. However, if a court or arbitrator finds any part of Section 9 to be unenforceable, the parties request that such part be modified or reduced in scope only to the extent necessary to make it enforceable, and that the provision be enforced as so modified. The remainder of the Terms (and the valid portions of this Section) shall continue in full effect.

10. Acceptance of Terms

These Terms and Conditions, together with any SOW, proposal, or other document incorporating them by reference, constitute the **entire agreement** between AdHire and the Client with regard to the Services. They supersede all prior discussions, negotiations, understandings, or agreements (whether oral or written) between the parties regarding the subject matter. The Client acknowledges that in entering into this agreement it has not relied on any representations, warranties, or assurances other than those expressly set out in these Terms and the associated SOW. No amendment or modification to these Terms will be binding unless in writing and signed by authorized representatives of both parties.

By signing the SOW or proposal, or by otherwise indicating agreement (for example, by clicking an “Accept” button if provided electronically, or by email confirmation), the Client agrees to and accepts these Terms and Conditions. In addition, the Client’s request for AdHire to commence Services, or the Client’s continued engagement of AdHire, after receiving these Terms shall constitute acceptance of and agreement to these Terms and Conditions, even if a formal signed contract is not in place^[25]. If the Client has its own standard terms of purchase or service, the parties agree that these AdHire Terms and Conditions shall prevail in the event of any conflict, unless a specific overriding agreement is negotiated and signed.

If any provision of these Terms is held by a court or tribunal of competent jurisdiction to be invalid or unenforceable, that provision will, to the appropriate extent, be severed and removed, and the remaining provisions will continue in full force and effect. The failure of either party to enforce any right or provision of these Terms shall not constitute a waiver of future enforcement of that right or provision. The rights and remedies of the parties provided in this agreement are cumulative and not exclusive of any rights or remedies provided by law.

Acceptance & Execution: The individuals signing any SOW or agreement on behalf of AdHire and the Client represent that they are authorized to bind the respective party to these Terms and Conditions. The agreement may be executed in counterparts (including via electronic signature or digital agreement), each of which will be deemed an original and all of which together shall constitute one and the same instrument. The effective date of these Terms shall be the date on which the Client first accepts or is deemed to accept them, as described above.