

RECRUITMENT AGENCY AGREEMENT

entered into between

INTERNATIONAL FRONTIER TECHNOLOGIES SOC LTD

Registration number: 2009/007987/30

("Interfront")

and

RECRUITMENT AGENCY

Registration number: 0000/000000/00

("the Service Provider")

RECITALS

- A. Interfront requires recruitment and candidate sourcing services from time to time and may appoint approved recruitment agencies on a non-exclusive basis.
- B. The Service Provider has represented that it has the expertise, systems, resources and legal capacity to provide such services.
- C. The Parties wish to record the terms and conditions governing the submission, verification, ownership and placement of candidates.

PRECONDITIONS

This Agreement replaces all previous recruitment agency agreements between the Parties, subject to the General Conditions of Contract applicable to Interfront and the Service Provider. In the event of a conflict, the applicable General Conditions of Contract shall prevail to the extent required by law or their terms.

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Prior to conclusion of this Agreement, the Service Provider must be registered on the National Treasury Central Supplier Database (CSD), where applicable, and must provide its supplier details to Interfront.

The Service Provider must maintain all registrations, licences, tax compliance, B-BBEE documentation and other statutory requirements applicable to its business throughout the term.

1. B-BBEE COMPLIANCE

- 1.1 The Service Provider shall comply with Interfront's applicable B-BBEE requirements and any applicable National Treasury requirements, as amended from time to time.
- 1.2 The Service Provider shall provide supporting documentation reasonably required by Interfront to verify its B-BBEE status.

2. TAX COMPLIANCE

- 2.1 The Service Provider must maintain a compliant tax status on the CSD, where applicable, for the duration of the Agreement.
- 2.2 Interfront may verify the Service Provider's tax compliance status periodically.
- 2.3 Failure to maintain tax compliance may result in withholding of payment, suspension of new mandates or termination, subject to applicable law and contract.

3. MANDATES, TURNAROUND TIMES AND RECRUITMENT PROCESS

- 3.1 Interfront will issue recruitment mandates identifying the position, requirements, closing date, required information and any position-specific conditions.

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- 3.2 The Service Provider shall comply strictly with the prescribed Interfront recruitment process and platform. A submission made outside the prescribed process shall not establish candidate ownership unless Interfront expressly confirms otherwise in writing.
- 3.3 The Service Provider shall comply with all submission deadlines. Late applications may be rejected.
- 3.4 Interfront may amend, suspend, postpone, cancel or re-advertise a vacancy at any time and shall not be liable for recruitment costs incurred by the Service Provider unless expressly agreed otherwise.

4. SUBMISSION AND SCREENING OF CANDIDATES

- 4.1 The Service Provider may submit candidates only in response to an authorised Interfront mandate.
- 4.2 Each submission must include a written, dated screening interview and/or assessment conducted by the Service Provider.
- 4.3 The Service Provider must explain the relevant job specification and material employment conditions to the candidate and obtain the candidate's informed written consent to the submission.
- 4.4 The Service Provider must not materially alter, embellish or misrepresent information supplied by a candidate.
- 4.5 The candidate's CV or profile must have been received by the Service Provider **no more than six (6) months before the date of submission to Interfront**, unless Interfront agrees otherwise in writing. The Service Provider shall ensure that the CV

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or profile submitted accurately reflects the candidate's **current qualifications, skills, experience, employment status and other material information** relevant to the applicable position. For the avoidance of doubt, this clause relates to the **currency of the CV or profile** and does not determine or limit the validity of the candidate's consent, which must be obtained separately in accordance with clause 4.3 and the applicable provisions of clause 16.

- 4.6 The Service Provider shall retain sufficient records to substantiate the date and manner in which a candidate was sourced, screened and submitted.

5. RIGHT TO WORK IN SOUTH AFRICA AND CITIZENSHIP

- 5.1 The Service Provider warrants that it will submit only candidates who are legally entitled to live and work in South Africa in respect of the position for which they are submitted.
- 5.2 Before submission, the Service Provider shall verify the candidate's identity and, where applicable, the validity and scope of the candidate's work authorisation, visa, permit or other lawful basis for employment in South Africa.
- 5.3 The Service Provider shall provide supporting evidence of work authorisation when requested by Interfront and shall immediately notify Interfront if any submitted candidate's work authorisation is expired, withdrawn, restricted or no longer valid.
- 5.4 Where a position requires South African citizenship because of a lawful security-clearance requirement, client-specific requirement, regulatory requirement, government requirement or contractual requirement, Interfront may specify South African citizenship as a mandatory eligibility criterion for that position.
- 5.5 The Service Provider shall not submit a candidate who does not meet a citizenship requirement expressly stated in the relevant mandate.

5.6 The Service Provider shall ensure that all representations regarding citizenship, permanent residence, visa status and work authorisation are accurate and capable of verification.

6. CANDIDATE INFORMATION AND VERIFICATION

6.1 The Service Provider shall provide all information reasonably requested by Interfront in respect of a candidate.

6.2 At minimum, and subject to applicable privacy law, the submission shall include full name and surname, nationality/citizenship status where relevant, identity or other lawful identifier where required, qualifications, training, skills, employment history, remuneration information, employment gaps and other information specified in the mandate.

6.3 If a candidate is shortlisted, the Service Provider shall provide two reference-check reports, unless Interfront agrees otherwise.

6.4 If a candidate is selected, the Service Provider shall provide the documents reasonably requested by Interfront, including documents required to verify qualifications, identity, employment history, references and right to work.

6.5 The Service Provider shall be responsible for verifying information provided by the candidate to the extent reasonably expected of a professional recruitment agency and shall promptly disclose any discrepancy identified.

6.6 Interfront may independently verify candidate information and may require the candidate to complete and sign Interfront's Candidate Information Verification, Consent and Declaration Addendum.

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7. CANDIDATE OWNERSHIP AND REFERRAL RIGHTS

- 7.1 Candidate ownership shall only be recognised where the candidate has been submitted through the prescribed Interfront recruitment process and platform, and the submission complies with this Agreement and the applicable mandate.
- 7.2 Where more than one approved Service Provider submits the same candidate for the same position, the Service Provider whose compliant submission is first recorded on the prescribed Interfront process or platform shall be recognised as the preferred Service Provider for that candidate, subject to Interfront's right to verify the underlying records.
- 7.3 A candidate who previously applied directly to Interfront for the same position before being submitted by a Service Provider shall be regarded as a direct applicant for that position. No placement fee shall be payable to the Service Provider in respect of that application.
- 7.4 Interfront may determine candidate ownership by reference to its recruitment platform, time-stamped system records, application records and supporting evidence submitted by the Service Provider.
- 7.5 A Service Provider may not claim ownership merely because it has previously contacted, interviewed or placed a candidate where the candidate was not validly submitted through the prescribed process for the relevant position.
- 7.6 Candidate ownership shall be position-specific and shall not create a general or indefinite right to fees for any future employment of the candidate by Interfront.
- 7.7 Candidate ownership shall remain valid for a period of twelve (12) months from the date on which the candidate is first formally submitted by the Service Provider through the prescribed Interfront recruitment process and recruitment platform.

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Where the candidate is appointed by Interfront, whether in the originally advertised position, an alternative position, a permanent position, a fixed-term contract position, or through a conversion from contract to permanent employment within the twelve (12) month ownership period, the submitting Service Provider shall be deemed the recognised owner of the candidate and shall be entitled to the applicable placement fee in accordance with this Agreement, subject to the provisions contained herein.

8. RE-ADVERTISED, CANCELLED, SUSPENDED OR POSTPONED POSITIONS

- 8.1 If Interfront terminates, suspends, postpones or stops a recruitment process for any reason and subsequently re-advertises the same or substantially similar position within twelve (12) months, and thereafter appoints a candidate originally referred by the Service Provider during the earlier recruitment process, the Service Provider shall remain entitled to the applicable placement fee, subject to satisfactory proof of candidate ownership.
- 8.2 The Service Provider must demonstrate that the candidate was validly submitted for the earlier process through the prescribed recruitment process and platform and that the candidate remained within the applicable ownership period.
- 8.3 This clause does not apply where the candidate had applied directly to Interfront before the Service Provider's original submission or where another Service Provider has a prior valid submission for the relevant position.
- 8.4 Where the re-advertised position materially changes in nature, seniority, duties or requirements, Interfront may determine whether it constitutes a substantially similar position for purposes of this clause.

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9. PRIVATE / DIRECT APPLICANTS

- 9.1 A candidate shall be regarded as a direct applicant where the candidate independently applies to Interfront before the Service Provider submits the candidate for the same position.
- 9.2 No placement fee shall be payable where Interfront appoints a direct applicant, notwithstanding any subsequent submission by a Service Provider.
- 9.3 If a candidate was previously submitted by a Service Provider and, after the expiry of twelve (12) months, applies directly to Interfront for a different vacancy, the Service Provider shall have no ownership claim in respect of that later application unless Interfront expressly agrees otherwise.

10. GUARANTEE PERIOD

- 10.1 Permanent placements shall be guaranteed for six (6) continuous months from the candidate's commencement date.
- 10.2 Where a candidate is initially appointed on a temporary basis with a view to permanent employment, the applicable guarantee shall commence on the date of permanent appointment, unless the mandate states otherwise.
- 10.3 If a candidate leaves Interfront during the guarantee period, whether voluntarily or following disciplinary proceedings, the Service Provider shall have six (6) weeks to provide a suitable replacement acceptable to Interfront.
- 10.4 If no suitable replacement is provided within the prescribed period, Interfront may recover or set off the applicable placement fee, subject to the Agreement and applicable law.

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- 10.5 For temporary placements, if the candidate leaves before the agreed placement term ends, Interfront's obligation to pay the placement fee shall cease in respect of the uncompleted period, subject to the applicable mandate.

11. APPOINTMENT AND NON-EXCLUSIVITY

- 11.1 Interfront appoints the Service Provider on a non-exclusive basis.
- 11.2 Nothing in this Agreement creates an employment relationship, partnership, joint venture, agency or authority for either Party to bind the other.
- 11.3 Interfront may appoint other recruitment agencies and may recruit directly at any time.
- 11.4 The Service Provider remains free to provide services to other clients.

12. JOB SPECIFICATIONS

- 12.1 Interfront will provide the relevant job specifications, competencies and other material requirements for each mandate.
- 12.2 Interfront may invite the Service Provider to briefing sessions for complex or specialist requirements.

13. PLACEMENT FEES AND PAYMENT

- 13.1 A placement fee is payable only where the Service Provider's compliant submission materially contributed to Interfront appointing the candidate and the Service Provider is recognised as the candidate owner under clause 7.
- 13.2 For permanent placements, the placement fee shall be calculated on the candidate's annual CTC salary, excluding incentives and bonuses, as follows:

- 13.2.1 IT-related scarce skills, administration and non-technical skills:
16% of annual CTC salary in excess of R450 000;
14% of annual CTC salary below R450 000;
- 13.2.2 Executive Placements: the percentage stated in the applicable mandate or otherwise agreed in writing for specialized C-level/Executive-level positions as specified by Interfront.
- 13.3 For temporary placements, the placement fee shall be 15% of the employee's monthly salary, unless the mandate specifies otherwise.
- 13.4 Temporary-placement fees shall be payable for twelve (12) months or until termination of the temporary placement, whichever occurs first.
- 13.5 If a temporary candidate becomes permanently employed before the twelve-month period expires, the permanent placement fee calculated under clause 13.2 shall be reduced by amounts already paid under clause 13.3.
- 13.6 The Service Provider shall invoice on or after the candidate's commencement date. Interfront shall pay valid, undisputed invoices within thirty (30) working days of receipt, subject to applicable public-sector payment requirements.
- 13.7 No fee is payable for direct applicants, duplicate submissions not recognised under clause 7, unsuccessful candidates, or candidates appointed outside the circumstances giving rise to a fee under this Agreement.

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14. TERM

This Agreement commences on the date of signature and remains in force for five (5) years, unless terminated earlier in accordance with this Agreement or applicable procurement requirements.

15. CONFIDENTIALITY

15.1 Each Party shall keep confidential information received from the other Party confidential during and after the term of this Agreement.

15.2 Confidential information may only be used for purposes of performing this Agreement and may be disclosed where required by law, regulation, court order or where reasonably necessary to perform the Agreement subject to appropriate confidentiality protections.

15.3 The confidentiality obligations do not apply to information lawfully in the public domain, lawfully received from a third party without restriction, or required to be disclosed by law.

16. PROTECTION OF PERSONAL INFORMATION

16.1 Each Party shall comply with the Protection of Personal Information Act 4 of 2013 (POPIA) and all other applicable privacy and data-protection laws.

16.2 Each Party is responsible for the lawful processing of personal information within its own processing activities. The Parties shall not assume that one Party is automatically the Operator or Responsible Party merely because personal information is exchanged under this Agreement.

16.3 The Service Provider shall obtain the candidate's lawful consent or establish another lawful basis, where applicable, for collecting, verifying and disclosing personal information to Interfront for recruitment purposes.

- 16.4 Before submission, the Service Provider shall inform the candidate of the purpose of the processing, the categories of recipients, the candidate's rights and any other information required by POPIA.
- 16.5 The Service Provider warrants that it has the lawful authority to disclose the candidate's personal information to Interfront and shall provide evidence of consent or other lawful basis when reasonably requested.
- 16.6 Interfront shall process candidate information only for lawful recruitment, employment, verification, governance, audit, statutory and related purposes and shall apply appropriate safeguards.
- 16.7 The Service Provider shall immediately notify Interfront of any actual or suspected data breach relating to candidate information supplied under this Agreement where notification is required by law or reasonably necessary to mitigate risk.

17. WARRANTIES, ACCURACY AND INDEMNITY

- 17.1 The Service Provider warrants that it will perform the services with the skill, care and diligence reasonably expected of a professional recruitment agency.
- 17.2 The Service Provider warrants that information supplied by it to Interfront is to the best of its knowledge after reasonable verification, accurate, complete and not misleading.
- 17.3 The Service Provider shall promptly correct any inaccurate information and notify Interfront of any material discrepancy discovered after submission.
- 17.4 The Service Provider shall be responsible for consequences arising from its unlawful submission of candidate information, material misrepresentation or failure to verify

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information where verification was expressly required by this Agreement or the mandate, subject to the liability provisions applicable to the Agreement and any superior General Conditions of Contract.

18. TERMINATION AND BREACH

- 18.1 If a Party commits a material breach and fails to remedy it within ten (10) business days after written notice, the aggrieved Party may claim specific performance and/or cancel the Agreement, with or without damages, subject to applicable law and the General Conditions of Contract.
- 18.2 Interfront may terminate for material non-performance, including persistent non-responsiveness or no candidate submissions for six (6) months, after giving the Service Provider an opportunity to provide a remedial plan.
- 18.3 Interfront may suspend new mandates immediately where there is a reasonable concern regarding fraud, misrepresentation, unlawful processing of personal information, invalid work authorisation or other material compliance failure, pending investigation.
- 18.4 Clauses intended by their nature to survive termination, including confidentiality, privacy, ownership disputes, accrued payment rights and remedies, shall survive termination.

19. NOTICES AND DOMICILIA

- 19.1 The Parties select the physical addresses recorded in the signature section as their domicilia citandi et executandi.
- 19.2 Formal notices shall be in writing and in English and delivered in accordance with the Agreement.

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- 19.3 Operational correspondence may be conducted by email, but formal amendments and notices shall comply with the Agreement.

20. GOVERNING LAW AND JURISDICTION

- 20.1 This Agreement is governed by the laws of the Republic of South Africa.
- 20.2 Interfront may institute proceedings in any Magistrates' Court having jurisdiction, notwithstanding the amount claimed, to the extent permitted by law. The Service Provider consents to such jurisdiction.

21. GENERAL

- 21.1 This Agreement constitutes the entire agreement between the Parties concerning its subject matter, subject to the applicable General Conditions of Contract.
- 21.2 No amendment, variation, deletion or cancellation is effective unless reduced to writing and signed by authorised representatives of the Parties, subject to applicable procurement requirements.
- 21.3 No waiver is effective unless recorded in writing.
- 21.4 Each provision is severable. If any provision is unenforceable, the remaining provisions remain in force.
- 21.5 Neither Party may cede, delegate or assign its rights or obligations without the prior written consent of the other Party, subject to applicable law.

22. SIGNATURE

Signed by duly authorised representatives of the Parties.

Initial Interfront:

Initial Service Provider

SIGNATURES

For and on behalf of **INTERFRONT**

Name: Leilanie Janse van Rensburg

Designation: Acting Managing Director

Signature: _____

Date: _____

Place: _____

For and on behalf of **THE SERVICE PROVIDER**

Full registered name:

Name of signatory:

Designation:

Signature:

Date / Place:

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