

STANDARD TERMS AND CONDITIONS (STCs)

These Standard Terms and Conditions ("STCs") govern all Services (as defined below) provided, made available, or facilitated by HRExec Recruitment Specialists, a division of ASM Global Logistics Limited, with registered address at Suite G1, Ground Floor, 57 Ebene Mews, Rue du Savoir, Cybercity, Ebene 72201, Mauritius (hereinafter referred to as "HR Exec").

These STCs apply to and bind:

- (a) a specific customer engaging HR Exec;
 - (b) any parent company, subsidiary, affiliate, associated entity, successor-in-title, employer-of-record, public entity, or third party to whom a Candidate is introduced or ultimately engaged; and
 - (c) any other party engaging HR Exec for any other reason
- (with (a) to (c) hereinafter collectively referred to as the "Customer").

By requesting, instructing, or accepting any Services from HR Exec or by engaging HR Exec in any other way, whether verbally, electronically, or in writing, the Customer agrees to be bound by these STCs. These STCs constitute a standing reference document and are published on HR Exec's website.

1. Definitions and Interpretation

1.1 "**Associated Entity**" includes any parent company, subsidiary, affiliate, related entity, public body, or agent of the Customer.

1.2 "**Candidate**" means any individual whose details are disclosed or made known to the Customer by HR Exec.

1.3 "**Introduction**" means the communication of a Candidate's identity, directly or indirectly, whether orally, electronically, or in writing.

1.4 "**Placement**" means the engagement of a Candidate by the Customer on any basis, including permanent, temporary, fixed-term, contract, consultancy, executive search, employer-of-record, or through any third party.

1.5 "**Recruitment Services**" means those Services relating specifically to the sourcing, evaluation, introduction, and potential Placement of Candidates, as further described in clause 3.

1.6 "**Services**" means any and all services, activities, interactions, engagements, communications, content, or functionality provided, made available, or facilitated by HR Exec, whether directly or indirectly, including (without limitation):

- (a) Recruitment Services, including with limitation, recruitment, placement, executive search, talent sourcing, and staffing services;
- (b) advisory, consulting, HR-related, talent strategy, or ancillary services;
- (c) access to or use of HR Exec's website(s), portals, platforms, databases, job advertisements, content, or digital tools;

- (d) submission of CVs, applications, enquiries, or information to HR Exec;
- (e) attendance at meetings, interviews, assessments, or events organised or facilitated by HR Exec;
and
- (f) any other service or engagement with HR Exec, whether commercial or non-commercial, paid or unpaid.

2. Status and Application

2.1 These STCs constitute a binding framework agreement and do not require signature.

2.2 Engagement with HR Exec in any manner whatsoever, including access to or use of the Services, constitutes acceptance of these STCs.

2.3 These STCs apply to all Services provided by HR Exec unless expressly varied by a written agreement signed by HR Exec.

2.4 No proposal, quotation, email, or correspondence shall vary these STCs unless expressly stated in writing.

3. Recruitment Services (Non-Exhaustive)

3.1 HR Exec may provide Recruitment Services which may include, without limitation, without limitation:

- (a) identifying, sourcing, attracting, and introducing one or more Candidates for potential Placement with the Customer;
- (b) conducting executive search assignments and targeted headhunting in respect of specific Candidates;
- (c) screening, interviewing, and assessing Candidates;
- (d) presenting shortlisted Candidates to the Customer for consideration in connection with a potential Placement;
- (e) coordinating interviews, meetings, assessments, and negotiations between the Customer and Candidates;
- (f) assisting with onboarding processes following a Placement;
- (g) providing ancillary or advisory services related to the sourcing, evaluation, or engagement of Candidates, and
- (h) any other services provided.

3.2 HR Exec does not guarantee the availability, suitability, performance, or continued engagement of any Candidate, nor that any Recruitment Services will result in a Placement.

3.3 HR Exec is not obliged to provide all the Recruitment Services listed above, and the scope of Recruitment Services for each assignment shall be determined by agreement between the parties.

4. Service Levels

4.1 HR Exec shall use reasonable endeavors to respond to recruitment requests within twenty-four (24) hours.

4.2 HR Exec shall use reasonable endeavors to present suitable candidates within approximately ten (10) business days, subject to market availability.

4.3 Any timelines or response times contained in this clause 4 or elsewhere in these STCs are indicative only and do not constitute guarantees or legally enforceable obligations.

5. Customer Obligations

5.1 The Customer shall provide accurate and complete job specifications, remuneration details, and role requirements.

5.2 The Customer shall maintain open, timely, and constructive communication with HR Exec to facilitate an efficient recruitment process.

5.3 The Customer remains solely responsible for all decisions relating to the selection, engagement, employment, supervision, and termination of any Candidate.

5.4 The Customer remains solely responsible for compliance with applicable employment, labour, tax, and immigration laws in respect of the Placement.

6. Fees and Payment

6.1 Recruitment fees shall be calculated as a percentage of the Candidate's total guaranteed cost-to-company remuneration, whether for permanent, temporary, or contract placements, as negotiated and agreed in the applicable Service Level Agreement.

6.2 Fees become due and payable immediately upon the occurrence of a Placement, whether or not the Candidate commences employment. A Placement shall be deemed to occur on the date the Customer makes an offer which is accepted by the Candidate.

6.3 Invoices are payable within fourteen (14) days of invoice date.

6.4 Fees are exclusive of VAT or similar taxes, which shall be payable by the Customer where applicable.

6.5 No withholding or deduction may be made from Fees. Where withholding is required by law, Fees shall be grossed up.

7. Introduction, Validity, Guarantees and Replacements

7.1 Any Introduction remains valid for twelve (12) months from the date thereof (the "Introduction Period").

7.2 Fees are payable where a Placement of a Candidate occurs during the Introduction Period, whether such Placement is direct, indirect or by any Associated Entity.

7.3 A replacement or rebate shall apply only where a Placement terminates as a direct result of the Candidate resigning or being dismissed solely on technical competency grounds and all of the following conditions are met:

- (i) the Fee was paid within fourteen (14) days of commencement;
- (ii) HR Exec is notified in writing within three (3) days of termination; and
- (iii) HR Exec is granted thirty (30) days' exclusivity to source a replacement.

7.4 Any replacement candidate's suitability shall be determined at the sole and absolute discretion of HR Exec.

7.5 If HR Exec is unable to provide a replacement within thirty (30) days, the following rebates shall apply:

- i. Month 1: 70%
- ii. Month 2: 50%
- iii. Month 3: 25%

7.6 No rebate or replacement shall apply where the Candidate leaves for any reason other than those set out in clause 7.3, including (without limitation) where the Candidate leaves as a result of retrenchment, termination for operational reasons, death, disability, force majeure, or material changes to employment terms.

7.7 The Customer shall not avoid payment of Fees by engaging a Candidate through an Associated Entity, third party, alternative contractual structure, delayed engagement, or materially altered role, title or remuneration.

8. Confidentiality and Data Protection

8.1 Both parties shall comply with applicable data protection laws, including GDPR, POPIA, and Mauritian data protection legislation.

8.2 All information relating to a Candidate, including personal data, assessment results, interview notes, and reference information, shall be treated as confidential and used solely for the Services.

9. Liability and Disclaimers

9.1 HR Exec shall not be liable in any form whatsoever for any loss or damage, howsoever arising, suffered by the Customer arising from, as a result of or in connection with these STCs, including (without limitation) the provision of Services, the Introduction of a Candidate, the Placement of a Candidate, any act or omission of a Candidate or HR Exec, any misinformation or false information supplied by a Candidate, or any conduct of a Candidate whether before, during, or after employment.

9.2 Employment references, credit checks, qualification checks, and/or criminal clearances ("Various References") may be arranged on specific request and are conducted using third-party information. HR Exec does not warrant the accuracy or truthfulness of any Various References and shall not be liable for failure to obtain them or where such references are inaccurate, misleading, or untrue.

10. Intellectual Property

All recruitment methodologies, databases, assessment tools, and materials remain the intellectual property of HR Exec.

11. Indemnity

The Customer indemnifies and holds harmless HR Exec against all claims, losses, damages, liabilities, and costs as a result of any act or omission of the Customer arising from or in connection with the Services, including, without limitation, employment decisions, legal non-compliance, or use of Candidate information.

12. Termination

12.1 Either party may terminate the provision of Recruitment Services on thirty (30) days' written notice.

12.2 Termination of Recruitment Services shall not affect any accrued rights or obligations, including (without limitation) HR Exec's right to Fees arising from any Recruitment Services performed, any Introduction made, or any Placement occurring prior to or after termination where such Placement results from Recruitment Services provided before termination.

12.3 Clauses relating to Fees, Confidentiality, Liability, Indemnity, Intellectual Property, Governing Law and Jurisdiction shall survive termination.

13. Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under these STCs (other than payment obligations) where such failure or delay arises from any event, circumstance or cause beyond its reasonable control, including any act of God, natural disaster, war (declared or undeclared), terrorism, civil unrest, labour disputes or industrial action, epidemic or pandemic, public health emergency, governmental or regulatory act, order or restriction, failure or disruption of utilities, telecommunications, transport networks or information technology systems, cyber incidents, system failures, third-party platform outages, delays or failures caused by Candidates, background-checking providers, immigration authorities or other third parties, or any other event which could not reasonably have been anticipated or avoided. The affected party shall be relieved from performance of the impacted obligations for the duration of the force majeure event and for a reasonable period thereafter, and for the avoidance of doubt such event shall not constitute a breach of these STCs nor give rise to any right of termination, refund, rebate or damages claim against HR Exec.

14. Governing Law and Jurisdiction

These STCs are governed by and construed in accordance with the laws of the Republic of Mauritius. The courts of Mauritius shall have exclusive jurisdiction.

15. Updates

HR Exec may amend these STCs from time to time. The version published on HR Exec's website at the time Services are requested shall apply.

16. Entire Agreement

These STCs constitute the entire agreement between HR Exec and the Customer in relation to the subject matter hereof and supersede all prior discussions, representations, negotiations, understandings or agreements, whether written or oral. The Customer acknowledges that it has not relied on any representation or warranty not expressly set out in these STCs.

17. Assignment and Subcontracting

HR Exec may assign, transfer or subcontract any of its rights or obligations under these STCs to any group company or third party without the Customer's consent. The Customer may not assign or transfer its rights or obligations without the prior written consent of HR Exec.

18. Counterparts and Electronic Acceptance

These STCs may be accepted electronically and shall be deemed binding upon the Customer by conduct, including by requesting the Services, issuing instructions, or engaging any Candidate introduced by HR Exec.