

TERMS AND CONDITIONS OF SERVICE

The following constitutes the standard terms and conditions applicable to all Recruitment Agencies ("the Agency") contracting with companies ("the Company") or any subsidiary thereof.

NOW WHEREAS

1. ONYXX Human Capital , is a Recruitment / Placement Agency conducting its primary business at 1st Floor, Block P, Crystal Park 1, 249 Basden Ave, Centurion;
2. and whereas the Company secures the services of the Agency from time to time to conduct placements for the Company; and
3. the Agency charges a placement fee in return for its services.

NOW THEREFORE

The Agency, through its acceptance of the standard terms and conditions of service and fee structure as detailed herein is recognised by the Company as a non-exclusive preferred supplier of job applicants to the Company.

This agreement constitutes the whole agreement between the parties relating to the subject matter hereof. No amendment or consensual cancellation of this agreement or any provision or term thereof and no settlement of any disputes under this agreement and no extension of time or waiver of any of the provisions or terms of this agreement shall be binding unless recorded in the written document signed by the parties.

1. GENERAL TERMS

The Agency hereby undertakes that:-

- 1.1. It shall select candidates for placement within the Company based on the specifications set out in the Agency Brief.
- 1.2. It shall ensure that Reference Checks are conducted on all job applicants forwarded the Company for interview as indicated in the Agency Brief.
- 1.3. It shall ensure that designated employees are sourced for all job vacancies for which the placement services of the Agency have been secured.

The Company hereby undertakes that:-

- 1.4. A placement is deemed to have been completed once a candidate of the Agency has commenced employment with the Company.
- 1.5. The fee will become payable once a candidate introduced to the Company or Associated group commences employment in any capacity (either permanent or temporary). An introduction means: -
 - 1.6.1. A telephonic referral of the candidate to the Client.
 - 1.6.2. Receipt of a Curriculum Vita by any means whatsoever.
 - 1.6.3. Scheduling of an interview between the Client and Candidate by the Agency within a twelve (12) month period.
- 1.7. The placement fee is equivalent to 15% (fifteen percent) of the successful Candidate's annual package, excluding VAT.
- 1.8. In determining the quantum of the placement fee, the following amounts shall be included:-
 - 1.8.1. Monthly allowances,
 - 1.8.2. Guaranteed bonuses and
 - 1.8.3. Guaranteed thirteenth cheques offered in addition to a fixed basic salary;
 - 1.8.4. etcBut shall exclude the following:-
 - 1.8.5. Any performance bonuses payable to the employee;
 - 1.8.6. Any amounts paid to the employee to allow the employee to perform his or her work;
 - 1.8.7. etc
- 1.9. In the case of employees whose earnings package is based on commission only, fees will be based upon expected earnings.
- 1.10. The Company remains the final arbiter of the candidate's remuneration package.

2. CONFIDENTIALITY

- 2.1. The confidentiality of all information received by the Agency from both the Company and job candidates will be fully respected by the Agency.
- 2.2. As the Candidate details and references are forwarded on a strictly confidential basis, you are requested not to contact the Candidate in any way, without prior consent.

3. INVOICING AND PAYMENT

- 3.1. The Agency will invoice the Company on the starting date of the recommended Candidate.
- 3.2. Payment is due within 14 days of date of invoice.
- 3.3. A 2.5% discount will be given for payment on presentation of invoice. These fees shall prevail unless otherwise arranged in writing.

4. GUARANTEE

- 4.1. The Agency offers a three-month guarantee in respect of Candidates placed by them with the Company. The guarantee period commences on the starting date of the Candidate with the Company.
- 4.2. The Agency's guarantee is validated by making payment within 14 days of date of invoice. Should the Client not qualify for the guarantee, full payment of the fee shall be payable.
- 4.3. If a candidate leaves the employ of the Company within the guarantee period for any reason recognised in law as sufficient, the Agency will locate a replacement Candidate at no charge to the Company concerned.
- 4.4. If the Agency is unable within 15 (fifteen) working days exclusively to replace the Candidate, the Agency will repay the placement fee to the Company on the following basis:-

Period of employment Percentage of Placement Fee refundable to the Company in cash

30 days	80%
60 days	50%
90 days	40%.

- 4.5. If there is a salary difference between the first Candidate and the replacement Candidate, the original invoice will be credited and a new invoice, based on the salary package of the replacement candidate, will be charged.
- 4.6. The guarantee period of the replacement Candidate shall be as per clause 4.1.
The guarantee may not be relied upon in circumstances where the Candidate's employment with the Company is terminated for reasons beyond the control of the Candidate such as restructuring, company closure, redundancy or retrenchment, or owing to conduct of the Company amounting to breach of its employment agreement which causes the Candidate to resign. In such circumstances, the full placement fee is