



Company Placement Agreement

Entered into between:

**K2014266944 SOUTH AFRICA (PTY) LTD
t/a HYPERIONDEV**

and

The Company

ENGAGEMENT

Upon execution of this contract, The Company is immediately tasked with sourcing candidates from our current network for the positions provided by the Client. Hyperion Development retains “consent to represent” otherwise known as “ownership” and or credit for engaging any given Client prior to any form of engagement with the Client itself. Meaning, if Hyperion Development finds and interacts with any given Candidate, that Candidate is a represented Candidate of Hyperion Development and if hired, will be a billable Candidate in terms of this agreement.

This engagement clause guarantees that any Candidate that applies or otherwise engages with Hyperion Development prior to the Client is the material property of Hyperion Development for the purposes of representation, candidacy, hire-ability, and fee collection. The opposite and equal terms remain true for the Client. If a Candidate engages with and or applies with the Client prior to application or engagement in any format with Hyperion Development, the Candidate will be classified as material ownership of the Client for purposes of representation, candidacy, and hire-ability and ultimately a non-fee collection upon their potential hiring.

Engagement and interaction resulting in candidate “ownership” or “rights to the candidate” include but are not limited to the initial digital conversation (emails, texts, phone calls, in-person interactions such as face to face interviews and express application via any form of advertisement online or elsewhere).

This clause, if necessary is to be qualified by either party (Hyperion Development or Client), providing genuine proof via any evidence necessary of whom engaged with any given candidate first.

PERMANENT PLACEMENTS

The permanent placement fee is a success fee independent of the employee’s total annual Cost to Company which includes total salary remuneration, car allowance, guaranteed bonuses, shares and/or any pension and medical aid benefits that represent cash in alternative forms as a Total Cost to Company. Commissions and non-guaranteed bonuses are also not included.

CONTINGENCY SEARCH FEE EXCL.VAT GUARANTEE PERIOD Permanent Placements 10 % of the CTC per annum with 3 Months guarantee period.

Payment Schedule: This payment is due within 7 days of the Company raising an invoice to the client via email, at the agreed on amount excluding VAT fee upon successful acceptance of a job offer to a candidate.

Guarantee: Hyperion Development offers a replacement guarantee, subject to receiving the full payment within 7 days of the Candidate commencing employment. Should the Candidate resign or be dismissed after disciplinary action within a guarantee period, the Client will be entitled to a replacement Candidate to fill the same position within 40 days from the termination date.

In the event Hyperion Development cannot provide a suitable replacement Candidate within a reasonable time frame, we offer our Clients the following pro-rata credit rebate as a percentage of the placement fee. This rebate is redeemable against any services offered by Hyperion Development including permanent or

contract placements:

PERIOD OF EMPLOYMENT % REBATE Up to 4 weeks 80%
Up to 8 weeks 20% Up to 5 weeks 50% Up to 9 weeks 20% Up to 6 weeks 40% Up to 10 weeks 15% Up to 7 weeks 20% Up to 12 weeks 10%

Should a Client, its subsidiaries, group or associates subsequently re-employ a replaced Candidate within 12 months or directly employ a Candidate interviewed and declined after submission by Hyperion Development, a full placement fee becomes due and payable.

The Client hereby agrees to:

- Notify Hyperion Development in writing via the connect@hyperiondev.com email address immediately of the details of any offer of employment which it makes to a Candidate.
- Notify Hyperion Development immediately that its offer of employment has been accepted; and
- Pay Hyperion Development's fee within 7 days of the invoice from the day the Candidate commences employment or within 7 days of invoice being raised, whichever is sooner
- Notify Hyperion Development immediately should any Candidate resign or be dismissed.

While all reasonable steps will be taken to match Candidates to Client requirements, Hyperion Development cannot accept liability for the performance of a Candidate once employed or accept liability for any potential loss or damage suffered by the Client. The final decision and responsibility to employ or decline the Candidate remains with the employing Client.

The replacement guarantee is valid provided that:

- The Candidate is not terminated as a result of operational requirements/restructuring, an unfair labor practice or a breach of agreement with the Candidate which causes the said Candidate to leave.
- Hyperion Development is informed accordingly within 7 days of the termination of the employment.
- The placement fee due was paid within 7 days of the Candidate commencing employment.

The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of the Republic of South Africa.

The Client hereby confirms and warrants that he/she is duly authorized to accept this document and that he/she has read and understood the contents hereof and consents thereto.