



Developer Placement Agreement

Entered into between:

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

and

The Developer

Definitions

"Developer Partner" refers to prospective candidates who are seeking employment opportunities through HyperionDev.

"Employer" refers to hiring companies that have signed up to HyperionDev with the intention to recruit developers, or to the individuals who represent those companies.

"Start Date" refers to the first working day of a developer at an Employer.

"Interview Request" refers to an expression of interest sent via HyperionDev from an Employer to a Developer. An Interview Request is non-binding and does not create any contractual obligations to either Client or Candidates.

"Job Offer" is a formal, binding offer of employment from an Employer to a Developer Partner.

"HyperionDev" refers to the Company.

"HyperionDev Connect" refers to the company's portal/service.

"Confidential Information" includes, but is not limited to, any of the Company's trade secrets or technical know-how or systems and confidential information in general which relates to the Company's business, including, but not limited to, the working of any process or training method or invention or marketing technique or financial information or method or data or software or programmes or client lists or process(es) which is carried on or used by the Company, and other matters which relate to the business of the Company in respect of which information is not readily available in the ordinary course of business to a competitor of the Company. "Confidential Information" also includes any similar proprietary information of any of the Company's clients and/or suppliers to which the Developer has been exposed by virtue of his/her engagement with the Company. Confidential Information also includes any personal information of any of the Company's employees to which the Developer has been exposed by virtue of his/her Services to the Company, but excludes:

any information which is at the time of disclosure already in the public domain or thereafter becomes part of the public domain otherwise than by breach of this Agreement; and such information that the Developer is able to prove was within his/her knowledge prior to the conclusion of the Agreement and such information that the Developer is able to prove subsequently lawfully came to his/her knowledge from a third party lawfully possessing and disclosing such information.

1. HyperionDev Services

HyperionDev is now offering a way for Developers to connect with Employers, and for those Developers to express interest in specific companies.

2. Developer Partners Role

After your registration as a Developer Partner has been accepted by us, we will be able to make your profile visible to Employers. Employers will then have the opportunity to send non-binding Interview Requests to us which we will forward to you. You must respond to Interview Requests within **48 hours**, but you are not obliged to accept any Interview Request or contact any Employers that send an Interview Request to you.

Once an Employer has sent us an Interview Request and you have responded to it, you may use other means of communication other than HyperionDev Connect to communicate with the Employer. Until you have received an Interview Request from an Employer, you agree not to attempt to circumvent HyperionDev by communicating outside HyperionDev's

platform. We may remove any Developer Partner that attempts to do this.

3. HyperionDev is free for Partners

As a Developer Partner, you are required to promptly notify HyperionDev Connect within five business days if you accept an offer of employment, whether for an indefinite or fixed term. You shall also provide us with a copy of your signed offer letter or employment contract containing the key terms of the Job Offer, including your Start Date and salary.

4. Cancellation

At any time, and without cause, we may cancel or terminate your access to HyperionDev Connect at our sole discretion. You are not entitled to any kind of compensation if you request to cancel or terminate the partnership.

In the event of any of the Parties ("the Defaulting Party") committing a breach of any of the terms of this Agreement and failing to remedy such breach within a period of 7 (seven) days after receipt of a written notice from any other Party ("the Aggrieved Party") calling upon the Defaulting Party so to remedy, then the Aggrieved Party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this Agreement or to cancel this Agreement forthwith and without further notice, claim and recover damages from the Defaulting Party.

5. Confidentiality

The Developer acknowledges that any information, documents, materials, data, local code, knowledge, know-how, trade secrets, and proprietary interests in physical or electronic form, including passwords, vesting in and belonging to the Company disclosed to the Developer by or on behalf of the Company which is not in the public domain is confidential and may not be used or disclosed to any third party (whether during the negotiations preceding, during the course of and/or after the termination of this Agreement) for any reason whatsoever save as may be strictly necessary for the due and effectual rendering of the Services.

The Developer's obligations regarding confidentiality will exist both during the period of the Agreement with the Company, and thereafter indefinitely.

The Developer undertakes to take all reasonable steps and precautions to prevent the unauthorized disclosure of the Confidential Information through or by any other party.

In the event that the Developer breaches his/her obligations regarding confidentiality during the period of the Agreement, this will constitute serious breach which may give rise to immediate termination of the Agreement.

On termination of this Agreement for any reason whatsoever the Developer will immediately return to the Company all Confidential Information in his/her possession including but not limited to any sketches, briefs, documents, training manuals, notes, data, local code, tapes, memoranda, records, flash drives, hard drives or CDs, and other materials in any way relating to any of the Confidential Information or to the Company's business produced by the Developer or coming into his/her possession by or through his/her Agreement with the Company.

6. Publicity

HyperionDev may make use of the name and profile of any developer in any document or website for marketing and publicity purposes. HyperionDev will not be held liable for sharing candidate information in terms of the Protection of Personal Information Act 4 of 2013

7. Consent to Use Personal Information

Insofar as it may be necessary the Developer hereby consents to the collection and processing of the Developers Personal

Information (as defined in Protection of Personal Information Act 4 of 2013 ("POPI")) by the Company, for the purposes of securing and potentially further facilitating the provision of the Services by the Company.

Without derogating from the generality of the aforementioned, the Developer consents to the Company's collection and processing of Personal Information pursuant to this clause 7 insofar as Personal Information of the Developer is contained in relevant electronic communications.

The Developer undertakes to make available to the Company all necessary Personal Information required by the Company for the purpose of securing and potentially further facilitating the provision of the Services by HyperionDev and the HyperionDev Connect division

Without limiting the generality of the aforementioned, the developer absolves the COMPANY from any liability in terms of POPI for reasonably failing to obtain the developer's consent or to notify the developer of the reason for the processing of any of the developers Personal Information.

8. Cession and Assignment

Unless specifically provided for in this Agreement, the Developer shall not be entitled to cede, assign or delegate any of the rights and/or obligations in terms of or arising from this Agreement to any third Party without the prior written consent of the Company.

9. Indemnification

The Developer indemnifies the Company, its employees, its officers, and its agents and holds it harmless against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from your access or use of the HyperionDev Support, including legal costs on an attorney and own client scale) which arise out of or are connected in any manner whatsoever with your access or use of the HyperionDev Support rendered by the Developer and/or other employees of the Developer in terms of this Agreement, which shall include, without limiting the generality of the aforesaid, any act or omission on the part of the Developer and/or the Developer; any fault or negligence on the part of the Developer and/or the Company.

By accessing HyperionDev and the HyperionDev Connect service, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Service, our Privacy Policy and our Code of Conduct.