



GEOMATRIA

Recruitment & Consulting

NEGOTIATION DRAFT AGREEMENT

Between

GEOMATRIA RECRUITMENT & CONSULTING
("GMRA")

and

("Client")

EXECUTIVE SUMMARY

This Agreement establishes to propose a professional partnership between Geomatria Recruitment & Consulting ("GMRA") and the Client for the provision of executive search, recruitment and talent advisory services.

Both parties acknowledge that successful recruitment requires a collaborative approach founded on transparency, mutual trust and commercially reasonable terms.

GMRA is a specialist hospitality recruitment consultancy whose consultants collectively possess more than forty (40) years of executive hospitality operational experience. Unlike volume recruitment agencies, GMRA conducts a comprehensive recruitment process that includes direct candidate engagement, behavioural interviewing, technical evaluation, reference verification and cultural alignment assessments before presenting candidates for consideration.

1. DEFINITIONS AND INTERPRETATIONS

For the purposes of this Agreement, unless the context indicates otherwise, the following terms shall have the meanings assigned to them below:

1.1 **"Agreement"** means this Service Level Agreement, including any schedules, annexures and written amendments signed by both Parties.

1.2 **"Candidate"** means any individual identified, sourced, introduced, referred, presented or recommended by GMRA to the Client for potential employment or engagement, whether directly or indirectly, regardless of the manner in which such introduction occurs.

1.3 **"Client"** means the company or legal entity entering into this Agreement with GMRA, including its holding companies, subsidiaries, affiliates, divisions, associated entities or any third party acting on its behalf in relation to a Candidate introduced by GMRA.

1.4 **"Commencement Date"** means the date on which this Agreement is signed by the last Party or such other date as may be agreed to in writing by both Parties.

1.5 **"Confidential Information"** means all information disclosed by either Party, whether written, verbal or electronic, including Candidate information, remuneration structures, recruitment methodologies, commercial information, business strategies, client data and any information reasonably regarded as confidential.

1.6 **"Fees"** means the professional recruitment, executive search and consulting fees payable by the Client to GMRA in accordance with the provisions of this Agreement.

1.7 **"Placement"** means the appointment, engagement or utilisation of a Candidate introduced by GMRA by the Client in any capacity whatsoever, including permanent employment, fixed-term employment, temporary employment, consultancy, independent contracting, freelance engagement, labour broking, secondment or any other form of remunerated engagement, whether directly or indirectly

1.8 **"POPIA"** means the Protection of Personal Information Act, No. 4 of 2013, together with any regulations, amendments or replacement legislation applicable from time to time.

1.9 **"Recruitment Services"** means the executive search, recruitment, talent acquisition, candidate sourcing, interviewing, screening, consulting and related services provided by GMRA under this Agreement.

1.10 **"Working Day"** means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.

2. SCOPE OF SERVICES

GMRA shall provide specialist recruitment and executive search services including but not limited to:

- 2.1 Executive search and talent mapping
- 2.2 Headhunting of passive candidates
- 2.3 Candidate sourcing
- 2.4 Personal interviews conducted by senior consultants (virtually or in person where practical)
- 2.5 Employment history review
- 2.6 Professional reference verification
- 2.7 Cultural and organisational fit assessment
- 2.8. Shortlisting
- 2.9 Interview coordination
- 2.10 Salary benchmarking
- 2.11 Offer negotiation assistance
- 2.12 Recruitment advisory services

3. EXCLUSIVITY & CANDIDATE INTRODUCTIONS

3.1 Candidates introduced by GMRA shall be deemed proprietary business introductions made through GMRA's recruitment process. For a period of six (6) months from the date of introduction, should the Client employ, engage, contract with, appoint or otherwise utilise the services of such Candidate, whether directly or indirectly, the agreed placement fee shall become immediately payable.

3.2 The Client acknowledges that GMRA invests substantial professional time and resources in identifying, interviewing, assessing and introducing Candidates and agrees not to circumvent GMRA through direct engagement or through any third party.

3.3 Candidate information remains confidential and shall not be forwarded to third parties without prior written consent, except where required within the Client's organisation for legitimate recruitment purposes.

4. FEES AND PAYMENT TERMS

4.1 Permanent Placements: **The Client shall pay a fee equivalent to one (1) month's gross salary of the Candidate, invoiced after 1 calendar month after commencement of employment.**

4.2 Fixed-Term (FTC)/ Contract Placements:

Fees for Fixed-Term Contract (FTC) placements are calculated as a percentage of the total remuneration package for the full duration of the contract, as outlined below:

4.2.1 Contracts up to 3 months: 20% of total contract value. Fees shall be calculated as an agreed percentage of annual Cost to Company, pro-rated for contract duration.

4.2.2 Fees shall be calculated on the highest remuneration paid or payable within the first three (3) months, including bonuses, allowances, commissions, and benefits.

4.2.3 Conversion to Permanent: If the company decides to hire the fixed-term contractor permanently, the agency will usually charge the remaining balance of a standard permanent placement fee (typically bringing the total fee to 8.3 % of the first year's annual salary)

4.3 Invoices are payable within seven (7) calendar days of invoice.

4.4 Late payments shall attract interest at the South African Prime Lending Rate plus two percent (Prime +2%), calculated daily and compounded monthly from the due date until payment is received.

4.5 Failure to make any instalment when due shall render the outstanding balance immediately payable.

Boutique Consultancy Model Payment terms

The Client acknowledges that GMRA operates as a specialist executive recruitment consultancy rather than a high-volume recruitment agency.

The agreed payment terms reflect the substantial investment of professional time incurred by GMRA prior to placement, including executive search, interviewing, reference verification, candidate assessment and ongoing recruitment management.

5. SERVICE LEVEL AND DELIVERY

GMRA undertakes to:

- 5.1. Personally interview all shortlisted candidates.
- 5.2. Verify employment history where reasonably possible.
- 5.3. Conduct professional reference checks.
- 5.4. Assess cultural compatibility.
- 5.5. Provide honest recruitment recommendations.
- 5.6. Exercise reasonable skill and care

6. RECRUITMENT ASSURANCE

6.1 GMRA offers a three (3) month assurance period from the Candidate's start date, subject to full and timely payment of Fees.

6.2 One (1) replacement Candidate may be provided at GMRA's discretion.

The assurance period reflects GMRA's confidence in the quality of its recruitment methodology.

No replacement applies in cases of:

- (a) Operational restructuring, redundancy, or business changes;
- (b) Breach of contract or unfair labour practices by the Client;
- (c) Candidate resignation due to Client-related factors;
- (d) Engagement of alternative agencies or internal hires.

7. CLIENT OBLIGATIONS

7.1 The Client warrants that all remuneration and employment terms disclosed are accurate and complete.

7.2 The Client shall comply with all labour, immigration, and occupational legislation.

7.3 The Client shall not misrepresent remuneration to reduce Fees.

8. POPIA

Both parties shall comply with POPIA.

Candidate CVs remain confidential.

Candidate information shall only be used for genuine recruitment purposes.

9. LIABILITY

GMRA exercises reasonable professional care but cannot warrant future employee performance, conduct or continued employment

10. DEFAULT AND RECOVERY RESOLUTION

10.1 Outstanding invoices not settled within seven (7) days shall become overdue.

10.2. Accounts remaining unpaid after thirty (30) days are in default.

10.3. The Client shall remain liable for reasonable legal costs on the attorney-and-client scale together with collection costs and interest.

- a. The Client shall be liable for all reasonable legal costs, collection fees, and interest incurred by GMRA in enforcing this Agreement.

11. DISPUTE RESELUTION

Dispute Resolution AFSA arbitration in the Western Cape unless otherwise mutually agreed.

12. TERM AND TERMINATION

12.1 Commencement

This Agreement shall become effective on the Commencement Date and shall remain in force until terminated in accordance with the provisions of this clause.

12.2 Ordinary Termination

Either Party may terminate this Agreement by providing the other Party with not less than thirty (30) calendar days' written notice.

Termination shall not affect any recruitment assignment already in progress unless otherwise agreed in writing by both Parties.

12.3 Termination for Material Breach

Either Party may terminate this Agreement with immediate effect by written notice should the other Party commit a material breach of this Agreement and fail to remedy such breach within fourteen (14) calendar days after receiving written notice requiring the breach to be remedied.

12.4 Rights Accrued Prior to Termination

Termination of this Agreement shall not affect any rights, obligations or liabilities that accrued before the effective date of termination.

Without limiting the generality of the above, the Client shall remain liable for all Fees due in respect of any Candidate introduced by GMRA prior to termination where such introduction subsequently results in a Placement within the Candidate protection period specified in this Agreement.

12.5 Surviving Obligations

The following provisions shall survive termination of this Agreement and remain binding upon both Parties:

- Confidentiality obligations;
- Candidate introduction and exclusivity provisions;
- Outstanding payment obligations;
- POPIA and data protection obligations;
- Limitation of liability;
- Non-solicitation obligations;
- Dispute resolution provisions; and
- Any other provision which by its nature is intended to survive termination.

12.6 Return of Confidential Information

Upon termination of this Agreement, each Party shall, upon written request, return or securely destroy any confidential information belonging to the other Party, subject to any legal or statutory record retention obligations

13. GOOD FAITH

Both parties agree to act in good faith and to use reasonable commercial endeavours to resolve disputes before instituting formal proceedings.

14. NON-SOLICITATION

For twelve (12) months the Client agrees not to solicit or employ any GMRA employee or consultant directly involved in providing services under this Agreement.

15. FORCE MAJEURE

Neither party shall be liable for delays caused by events beyond reasonable control.

SIGNATURES

For the Client:

Name: _____
Title: _____
Company: _____
Date: _____
Signature: _____

For Geomatria Recruitment & Consulting:

Name: Jenine Ferreira
Title: Operations Manager
Date: _____
Signature: _____

