



1. DEFINITIONS

In this Agreement (unless the context requires otherwise):

“The Company” means Cerebro Search Ltd.

“The Client” means the company in receipt of the terms.

of

“Introduction” or **“Introduce”** means the submission any candidate Curriculum Vitae or other professional profile to the Client by the Company via email, traditional mail or through a proprietary or third-party Applicant Tracking System (ATS).

“Employment” or **“Employ”** means the employment or use, whether under a contract for service or for services, or under an agency, consultancy, licensee, franchise or, LLP or partnership agreement of an individual, applicant, or candidate submitted as an Introduction by the Company.

“Recruiting Fee” means the fee due pursuant to this Agreement for the Employment of a candidate submitted as an Introduction by the Company.

“Start Date” means the date on which a candidate begins Employment by the Client.

This Agreement is deemed to be accepted by the Client by virtue of the Employment of an individual, applicant, or candidate submitted as an Introduction by the Company.

2. PURPOSE

This Agreement aims to structure a collaborative, long-term partnership for the provision of recruitment services and Introduction of candidates for Employment by the Client. Both parties enter into this Agreement with the intention to act in good faith and deal fairly with the other party in support of this aim.

3. The Company agrees to:

a) **Introduce suitable candidates to the Client for consideration.**

The Company will introduce suitable candidates to the Client for consideration, based upon the position or positions the Client seeks to fill. The Client understands that the Company makes no promise or guarantee as to the quantity or quality of the candidates to be referred pursuant to this Agreement. Although the Company attempts to ensure the suitability of all candidates presented to the Client for consideration, the Client is responsible for determining the suitability of each candidate, including performing background investigations and checking references, examining work permits, medical compliance and adhering to all other legal employment requirements. The Client shall have the sole and absolute discretion to elect to employ a candidate referred by the Company and accepts responsibility for the decision to hire.

b) Introduce replacement candidates free of charge within 60 days or provide a discount against the Recruiting Fee due. The Company will use commercially reasonable efforts to present replacement candidates to the Client for any candidate whose Employment is terminated by the Client for any reason, other than a redundancy, within the first 60 calendar days of Employment, provided the Client has paid the Company the full Recruiting Fee at the time of termination of Employment.

At the Client's request, the Company will instead offer a discount against the Recruiting Fee due in accordance with the below scale:

If Employment is terminated within:

Employment Duration	Discount against Recruiting Fee
1 – 4 weeks	100%
4-8 weeks	50%
8-12 weeks	25%

If the Client has not paid the full Recruiting Fee at the time of termination of Employment, the Company will offer a discount against the fee due in accordance with the above scale and will not offer replacement candidates.

c) **Respect the confidentiality of the Client** the Company recognizes that during the recruitment process it may have access to confidential information pertaining to the Client, including information relating to the Client's business and employees. The Company agrees not to utilize, disclose or permit access to any aspect or section of the information identified as confidential by the Client to third parties except in the case of prior written consent from the Client.

4. The Client agrees to:

a) **Pay the Company a Recruiting Fee of 30% of the candidate's first-year guaranteed earnings, if employed. VAT will be charged in addition to the Recruiting Fee.**

The client agrees that the fees paid on candidates who are hired as Portfolio Managers and team moves will be negotiated on a case-by-case basis

“Guaranteed earnings” includes all salary, guaranteed bonus payments, non-retractable or non-returnable draws and other taxable emoluments payable to or receivable by the candidate for services rendered to or on behalf of the Client. The Recruiting Fee does not include bonuses or commissions which are specifically identified as performance-dependent. The Recruiting Fee is deemed to become due when a candidate Introduced by the Company, or any member of the Company’s own staff, is Employed by the Client directly, or by any agency, licensee, franchise, affiliate, associated company, parent organization, subsidiary organization or partner associated with the Client. The Client agrees to provide the Company with written confirmation of the candidate's first-year remuneration or compensation structure, signed by both the Client and candidate.

Any subsequent submission(s) or Introduction of the candidate to the Client by additional third-party agencies shall have no effect on the Client’s legal obligation to pay the Recruiting Fee due to the Company under this Agreement.

b) Pay the Recruiting Fee to the Company within 14 days of receipt of invoice. The Company reserves the right to charge interest at 5% above variable base rate on all payments not received within 30 days of the invoice date.

c) Respect the confidentiality of Introductions The Client agrees to keep all candidate referrals confidential, and not to disclose candidates or referrals to any third party and further to comply with the provisions of all relevant privacy laws, rules and regulations, including without limitation, the UK Data Protection Act 2018 and the EU General Data Protection Regulation (Regulation (EU) 2016/679), in receiving and processing personal data of Candidates Introduced by the Company and will keep such personal data confidential and not divulge personal data to any third party. If the Client discloses a candidate Introduction to a third party and such candidate is hired or Employed by the third party, the Client agrees to pay the Recruiting Fee as set forth herein.

d) Respect the duration of Introductions If the Client hires or employs a candidate presented by the Company within 12 months from the date of the most recent Introduction of the candidate to the Client by the Company, the Client agrees to pay the Recruiting Fee as set forth herein.

5. Term and Termination. This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by either party for any or no reason, upon written notice to the other party; provided, however, that any obligation of the Client to pay Recruiting Fees to the Company pursuant to Paragraph 2 shall survive any termination of this Agreement. Upon termination of this Agreement the Company shall cease presenting candidates to the Client.

6. No Employment Relationship; Indemnification Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Company and any candidate. No candidate is a party to this Agreement. The Company hereby disclaims, and Client holds the Company harmless from, any liability due to the intentional or negligent acts or omissions of any candidate or

replacement candidate presented by the Company and Employed by the Client. The Client shall hold the Company and its directors, owners, officers, employees and agents harmless from any and all liabilities, losses, damages, payments, costs or expenses of any kind whatsoever, which may be imposed on, incurred by, or asserted against the Company or such parties as the result of the services provided by the Company pursuant to this Agreement. The Client represents and warrants it will interview and investigate each candidate prior to the hiring of the candidate or the payment of the Recruiting Fee, and will Employ each candidate based on the Client's own assessment and due diligence of the candidate.

7. Amendment No amendment or modification of this Agreement shall be deemed effective unless and until it is executed and agreed in writing by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

Cerebro Search Ltd

A handwritten signature in black ink, appearing to be 'M Stevens', written over a rectangular box.

Signature:

Name: Michael Stevens, Director

Title:

Director

Client:

Signature: