

# PLACEMENT AGREEMENT

## Digital Marketing Specialist & Related Roles

This Agreement sets out the terms on which the Agency introduces Candidates to the Client. For the Client's first three successful hires, the introductory Placement Fee is 6% of annual base salary. Each vacancy form covers one intended hire only. A 25% Campaign Deposit is payable for that vacancy before recruitment activity begins and is credited against the final fee. The remaining 75% is payable only on a successful placement.

Agency: Clear Signal Intelligence (Pty) Ltd, doing business as Digital Marketing Recruitment Agency ("Agency", "we", "us"), a

**Client:** The company or organisation that signs this Agreement, submits a vacancy, or accepts Candidate introductions under these terms ("Client", "you").

By signing this Agreement, or by submitting a vacancy after these terms have been provided and instructing the Agency to commence work, the Client confirms acceptance of these terms.

## 2. SCOPE OF SERVICES

2.1 The Agency provides specialist recruitment services for digital marketing and related roles, including SEO, PPC and paid media, social media, content, ecommerce, analytics, web, marketing automation, AI marketing, growth and digital leadership roles.

2.2 Services are non-exclusive unless a separate written schedule states otherwise. The Agency may source, screen, interview and use role-specific practical evaluation tasks where appropriate.

2.3 Candidate introductions begin only after the placement terms are confirmed and the Campaign Deposit for the relevant vacancy has been received, unless alternative written payment terms are agreed.

2.4 The Agency does not require Candidates to perform unpaid live client work as part of an assessment.

## 3. VACANCY SUBMISSION

The Client will provide accurate vacancy details, including title, internal position number where applicable, working model, location or jurisdiction, salary or budget, position description, responsibilities, must-have skills and material hiring constraints. Each vacancy covers one intended hire only. The vacancy-specific details are recorded in Addendum A - Vacancy Engagement Schedule, which forms part of this Agreement when signed or accepted. Complete a separate vacancy form and Addendum A for every additional hire.

## 4. CANDIDATE INTRODUCTION AND OWNERSHIP

4.1 An "Introduction" occurs when the Agency gives the Client identifying Candidate information in writing, including a CV, profile or equivalent details.

4.2 A Candidate introduced by the Agency remains an Agency Introduction for twelve (12) months from the date of Introduction (the "Ownership Period"), unless otherwise agreed in writing.

4.3 If the Client, an affiliate, related entity, subsidiary, parent or successor employs or otherwise engages an introduced Candidate during the Ownership Period, the applicable Placement Fee becomes due, whether the Candidate is engaged for the original role or another role.

4.4 The Client will promptly disclose any documented prior relationship with an introduced Candidate and any later engagement of that Candidate during the Ownership Period.

## 5. INTRODUCTORY PLACEMENT FEE AND CAMPAIGN DEPOSIT

**5.1 Introductory rate:** The Client's first three (3) successful hires through the Agency are charged at a Placement Fee equal to six percent (6%) of each successful Candidate's first-year base annual salary. Any rate applicable after the first three successful hires will be confirmed in writing before a further search begins.

**5.2 Campaign Deposit per vacancy:** Before advertising and active sourcing begin for a vacancy, the Client pays a Campaign Deposit equal to twenty-five percent (25%) of the estimated Placement Fee for that vacancy.

5.3 Where a salary range is supplied, the estimated Placement Fee may be calculated using the midpoint of that range solely for the purpose of determining the Campaign Deposit. The final Placement Fee is calculated on the actual base annual salary accepted by the successful Candidate.

5.4 The Campaign Deposit is credited in full against the final Placement Fee. It is not an additional fee.

5.5 The Campaign Deposit becomes non-refundable once the Agency has commenced recruitment activity for that vacancy, including advertising, sourcing, screening, outreach or related campaign work.

5.6 If no Candidate introduced by the Agency is hired for that vacancy, no further Placement Fee is payable beyond the Campaign Deposit already received.

| Fee basis                       | How it is calculated                 |
|---------------------------------|--------------------------------------|
| Annual salary                   | Actual first-year base annual salary |
| Placement Fee                   | 6% of annual salary                  |
| Campaign Deposit                | 25% of estimated Placement Fee       |
| Balance on successful placement | 75% of final Placement Fee           |

## 6. PAYMENT TERMS

6.1 The Campaign Deposit is invoiced on engagement and must be received before recruitment activity begins, unless otherwise agreed in writing.

6.2 The remaining seventy-five percent (75%) of the Placement Fee is invoiced when the Client successfully hires a Candidate introduced by the Agency. The invoice is due within fourteen (14) days, unless a different written payment term is agreed for the vacancy.

6.3 Late amounts may attract interest at the maximum lawful rate or two percent (2%) per month, whichever is lower, together with reasonable collection costs.

6.4 Replacement rights under clause 7 are conditional on all amounts due for the relevant placement having been paid in full and on time.

6.5 Banking details and the unique vacancy/payment reference will be issued directly to the Client with the relevant invoice or engagement confirmation. Banking details are not published as part of these public website terms.

## 7. REPLACEMENT GUARANTEE

7.1 If a placed Candidate voluntarily resigns or is terminated for cause or material performance reasons within ninety (90) days of starting, the Agency will, at the Client's written request, conduct a replacement search for the same or a substantially similar vacancy, subject to this clause.

7.2 The Client is entitled to **up to two (2) replacement placements** for the original vacancy after the initial placement. This means a maximum of the original placement plus two replacement placements under the guarantee. No additional Placement Fee is charged for those replacement placements, provided the guarantee conditions are satisfied.

7.3 Each replacement Candidate receives a new ninety (90) day guarantee period from that replacement Candidate's start date, subject to the overall maximum of two replacement placements.

7.4 The Client must notify the Agency in writing within seven (7) business days of a Candidate's separation and provide reasonable information about the reason for the separation.

7.5 The replacement guarantee does not apply to redundancy, restructuring, role elimination, loss of business, material changes to duties or compensation, relocation or working-model changes imposed after placement, an unsafe or unreasonable working environment, non-payment or late payment, or termination unrelated to cause or performance.

7.6 The guarantee is a replacement service only. Placement Fees and Campaign Deposits are not refundable merely because a placed Candidate leaves.

## 8. CLIENT OBLIGATIONS

8.1 The Client will act in good faith, provide timely feedback, protect Candidate confidentiality and not use Agency introductions to circumvent the Placement Fee.

8.2 The Client remains responsible for its hiring decision, reference checking, legal right-to-work checks, background checks and any regulatory checks required for the role or jurisdiction, unless the Agency expressly agrees in writing to perform a specified check.

8.3 The Agency cannot guarantee that a Candidate will accept an offer or remain employed for any minimum period. The replacement mechanism in clause 7 is the Client's contractual remedy for a qualifying early departure.

## 9. CONFIDENTIALITY AND DATA PROTECTION

Both parties will protect non-public Candidate and business information and use it only for recruitment purposes. The Agency will process personal information in accordance with applicable data-protection requirements, including POPIA where applicable. The Client is responsible for its own compliance when receiving and processing Candidate information.

## 10. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Agency's aggregate liability arising from a placement is limited to the Placement Fee actually paid for that placement. The Agency is not liable for indirect, incidental, special or consequential loss, including loss of profit, business or opportunity. Nothing in this Agreement excludes liability that cannot lawfully be excluded.

## 11. TERM AND TERMINATION

Either party may end an active search by written notice. Ending a search does not affect accrued rights, the non-refundable status of a Campaign Deposit after work has commenced, the Ownership Period, confidentiality obligations, or fees arising from an introduced Candidate later engaged during the Ownership Period.

## 12. GENERAL

12.1 **Governing law:** This Agreement is governed by the laws of the Republic of South Africa, with non-exclusive jurisdiction of the South African courts.

12.2 **Entire agreement:** This Agreement, together with each applicable Addendum A - Vacancy Engagement Schedule and any written fee confirmation or variation agreed by both parties, constitutes the agreement for the relevant recruitment services.

12.3 **Severability:** If any provision is held invalid or unenforceable, the remaining provisions continue in force.

12.4 **Notices:** Formal notices may be delivered using the email addresses used by the parties for ordinary recruitment communications.

SIGNATURES

The authorised representatives below confirm acceptance of this Placement Agreement and authority to bind their respective parties.

ONE HIRE PER FORM

This execution relates to one intended hire only. Complete a separate vacancy form for every additional hire, even when the job title is the same.

FOR THE CLIENT

Vacancy / Intended Hire

Internal Position Number

Company Name

Authorised Representative

Email

Signature

Date

FOR THE AGENCY

Digital Marketing Recruitment Agency

Vacancy Reference

Authorised Representative

Email

Signature

Date

Banking details and the unique vacancy reference are issued directly with the relevant engagement confirmation or invoice. Recruitment activity begins after the Campaign Deposit for that vacancy has been received, unless alternative written terms have been agreed.

# ADDENDUM A

## VACANCY ENGAGEMENT SCHEDULE - ONE INTENDED HIRE

This Addendum A forms part of and is incorporated into the Placement Agreement. It records the vacancy-specific terms for one intended hire. Complete and sign a separate Addendum A for every additional hire, even when the job title is the same.

### EMPLOYER DETAILS

Company / organisation

Company registration

Authorised representative

Email

Website

Phone / WhatsApp

### POSITION DETAILS

Vacancy / job title

Internal position number

Role category

Employment type

Working model

Location / jurisdiction

Market

Annual base salary

### COMMERCIAL TERMS FOR THIS HIRE

|                                 |                                                          |
|---------------------------------|----------------------------------------------------------|
| Placement Fee                   | 6% of annual base salary                                 |
| Campaign Deposit                | 25% of estimated Placement Fee                           |
| Balance on successful placement | 75% of final Placement Fee                               |
| Replacement cover               | Up to 2 replacement placements, subject to the Agreement |

## POSITION SPECIFICATION

A pre-filled version can be generated from the vacancy form. The Client may edit the suggested wording so the specification accurately reflects the intended hire.

## POSITION DESCRIPTION

## MUST-HAVE SKILLS

EXECUTION OF ADDENDUM A

By signing below, the authorised representatives approve the vacancy particulars in this Addendum A and confirm that it forms part of the Placement Agreement for this one intended hire.

**ONE HIRE PER ADDENDUM A** Complete a separate signed Addendum A for every additional hire, even when the job title is the same.

|                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>FOR THE CLIENT</b></p> <p>Vacancy / intended hire</p> <p>_____</p> <p>Internal position number</p> <p>_____</p> <p>Company name</p> <p>_____</p> <p>Authorised representative</p> <p>_____</p> <p>Email</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Date</p> <p>_____</p> | <p><b>FOR THE AGENCY</b></p> <p>Digital Marketing Recruitment Agency</p> <p>Vacancy reference</p> <p>_____</p> <p>Authorised representative</p> <p>_____</p> <p>Email</p> <p><b>jobs@digitalmarketingrecruitmentagency.com</b></p> <p>Signature</p> <p>_____</p> <p>Date</p> <p>_____</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Banking details and the unique DMRA vacancy reference are issued directly with the relevant engagement confirmation or invoice. Recruitment activity begins after the Campaign Deposit for this vacancy has been received, unless alternative written terms have been agreed.