



PARTNERSHIP AGREEMENT

This agreement ("Agreement") establishes a partnership ("Partnership") between the following parties:

BIGWIG HEADHUNTERS

175 Naxxar Road, Birkirkara. BKR 9045

&

THE CLIENT

ADDRESS

In that BigWig Headhunters will provide recruitment consultancy to "CLIENT" on a success basis and entered into agreement on this day "DATE"

DEFINITIONS

- 'Client' means "client name" and all its subsidiary, affiliate, or associate companies, being the company to which the Candidate is introduced.
- 'Candidate' means the person or entity (as the case may be) introduced by BigWig to the Client for an Engagement.
- 'Placement' means the engagement, employment, or other use of the Candidate by the Client or any third party on a permanent, temporary, or other basis, whether under a contract of service or for services.



CLIENT paid fees are based upon TOTAL estimated first year annual salary as agreed upon at the time of hiring as follows: + VAT

€00,000-09,999: 10% OVER TOTAL FIRST YEAR SALARY

€09,000-14,999: 12% OVER TOTAL FIRST YEAR SALARY

€14,999-19,999: 14% OVER TOTAL FIRST YEAR SALARY

€19,999-24,999: 16% OVER TOTAL FIRST YEAR SALARY

€24,999-29,999: 18% OVER TOTAL FIRST YEAR SALARY

€30,000-79,999: 20% OVER TOTAL FIRST YEAR SALARY

Above €80,000: 25% OVER TOTAL FIRST YEAR SALARY

< For Salaries up to 29,999 a minimum placement fee of €1,500 applies >

< For Salaries above 30,000 a minimum placement fee of €4,000 applies >

Total estimated annual compensation will include a reasonable estimate of bonus, commission, overtime, or other incentives. For part time, temporary, or consulting positions, total estimated annual compensation will be computed by annualizing the daily/monthly rate to be paid for said position. These estimates are not subject to reduction or increase thereafter.

A 30-day guarantee will be extended to the employer if our fee is paid within 15 days of placement confirmation. If the guarantee is validated, and the candidate either does not start work on the pre-determined date (and a new starting date cannot be negotiated) or tenders his resignation within the 30-day guarantee period, the following conditions apply:

1. BigWig Headhunters will replace the candidate at the same salary level with no further cost to "The Client".
2. BigWig Headhunters will replace the candidate at a higher salary level, at which time a prorated amount would be billed to "The Client" to cover the difference in the original fee.
3. BigWig Headhunters will replace the candidate at a lower salary level at which time BigWig Headhunters will refund a prorated amount to cover the difference in the original fee.
4. "The Client" will be entitled to a credit note in the value of placement paid invoice (only if the above three options have been exercised without success)



To redeem the guarantee, "The Client" must notify BigWig Headhunters in writing within five working days of the separation.

Our fees are due from your company in the event that within one year of date of referral, a candidate referred by us is hired or retained in any capacity, whether as an employee, consultant, or independent contractor by your company or any of its affiliates, or in the event you refer the candidate to another employer who hires or retains the candidate.

Fees will be billed when an offer is made and accepted and are due upon placement confirmations. Your acceptance of our referrals constitutes your agreement with the above terms and conditions.

GDPR

In the event that either party has access to personal data held by the other party for any reason, or is provided or supplied with personal data by the other party, such party shall comply fully with the provisions of the Data Protection Act (2018) and the General Data Protection Regulation (EU 2016/679) ("GDPR") and/or any other applicable data protection legislation.

Upon the hiring or retention of any Candidate introduced by BigWig Headhunters, the Client shall immediately assume the role of Data Controller, along with all the obligations and responsibilities assigned to the role of the Data Controller by the GDPR, in relation to any and all personal data which may arise out of the Candidate's engagement.

David Borg
Co-Founder BigWig Headhunters

Karl Chetcuti Bonavita
Co-Founder BigWig Headhunters

Client representative
Title