



DATAHEAD

Bridging the gap between talent & innovation

UK | EMEA | US

PERMANENT RECRUITMENT TERMS OF BUSINESS

These Permanent Recruitment Terms of Business (the “Terms”) are entered into between DATAHEAD RECRUITMENT LIMITED, a specialist technology recruitment agency, and the company or entity engaging with DATAHEAD RECRUITMENT LIMITED for recruitment services (“Client”). Each shall be referred to as a “party” and collectively as the “parties.”

1. SERVICES

DATAHEAD RECRUITMENT LIMITED will introduce individuals seeking employment (each a “Candidate”) to the Client. In the event of Employment (as defined below), the Client shall pay a Fee (as defined below) to DATAHEAD RECRUITMENT LIMITED in accordance with these Terms.

2. CLIENT OBLIGATIONS

To facilitate an effective recruitment process, the Client shall provide DATAHEAD RECRUITMENT LIMITED with the necessary and accurate information regarding its vacancies, including but not limited to:

- Job title, start date, and role requirements;
- Qualifications, certifications, and experience required;
- Salary and benefits package;
- Notice period requirements or known health and safety risks.

DATAHEAD RECRUITMENT LIMITED will pre-screen Candidates based on the Client’s search criteria, but the Client is ultimately responsible for ensuring a Candidate’s suitability for employment.

3. ACCEPTANCE OF TERMS

If the Client employs or retains a Candidate, these Terms shall be deemed accepted by the Client, whether formally signed or not.

4. REFERRALS

A referral is deemed to have taken place upon DATAHEAD RECRUITMENT LIMITED providing the Client with any identifying information about a Candidate (“Referral”).

5. FEE DISPUTES

A Fee may not be considered payable if, within five (5) days of the Referral, the Client provides satisfactory evidence that:

- (i) Another recruitment source introduced the Candidate to the Client prior to DATAHEAD

RECRUITMENT LIMITED's Referral; or

(ii) The Candidate applied directly to the Client and was in reciprocal communication with the Client within the 14-day period preceding the Referral.

6. EMPLOYMENT AND FEES

If the Client, or any affiliated entity, hires a Candidate, whether on a permanent, temporary, or contract basis ("Employment"), within 12 months of the most recent Referral of the Candidate, the Client shall pay the Fee to DATAHEAD RECRUITMENT LIMITED.

7. LATE NOTIFICATION

If the Client fails to notify DATAHEAD RECRUITMENT LIMITED in writing within 14 days of a Candidate's Start Date or engages the Candidate under a different arrangement (e.g., contractor), the Client shall pay a fee equal to 40% of the Candidate's Total Compensation or \$30,000, whichever is greater.

8. CONFIDENTIALITY

The Client shall maintain the confidentiality of any information provided by DATAHEAD RECRUITMENT LIMITED, including Candidate details and proprietary data. Any unauthorized disclosure, access, or breach must be reported immediately to DATAHEAD RECRUITMENT LIMITED. The Client shall ensure compliance with data protection laws, including the UK GDPR and the Data Protection Act 2018.

9. ADMINISTRATIVE FEES

If the Client rescinds a written or electronic offer to a Candidate within two weeks prior to the Start Date, the Client shall pay DATAHEAD RECRUITMENT LIMITED an administrative fee of \$5,000.

10. SALARY DISCLOSURE

Before the Start Date, the Client must provide DATAHEAD RECRUITMENT LIMITED with a signed offer letter detailing the Candidate's total compensation, including salary, bonuses, and any additional guaranteed payments.

11. FEE STRUCTURE

(a) The Fee for services shall be calculated as follows:

- \$20,000 – Access to Candidate Search Engine and hiring of 1 junior-level AWS professional.
- \$25,000 – Access to Candidate Search Engine and hiring of 1 mid-level AWS professional.
- \$30,000 – Access to Candidate Search Engine and hiring of 1 senior-level AWS professional.
- Customized Credits (as per Section 11(b)).

(b) The Client shall select the Fee tier (or Credits) via AWS Marketplace. Credits are available at \$1,000 per Credit.

(c) Credits must be applied before any other payment method. Credits have no cash or surrender value and are non-transferable without DATAHEAD RECRUITMENT LIMITED's written consent.

(d) Unused Credits automatically expire on the Termination Date and are non-refundable.

(e) If the Client wishes to upgrade their selected Fee tier, the additional amount shall be charged via AWS Marketplace. If the Client opts for a lower tier, a credit for the difference will be issued, subject to the same terms as Section 11(b).

12. PAYMENT TERMS

On or before the Start Date, DATAHEAD RECRUITMENT LIMITED will notify AWS of the Fee due. AWS will charge the Client's AWS account. Any payment issues must be resolved within 7 days of notification. Late payments are subject to 1.5% per month interest or the highest allowable rate by law.

13. GUARANTEE PERIOD

If Employment is terminated within eight (8) weeks, DATAHEAD RECRUITMENT LIMITED will refund 12.5% of the Fee per full week remaining in the Guarantee Period, unless:

- Termination is unrelated to the Candidate's qualifications or conduct;
- The Client fails to notify DATAHEAD RECRUITMENT LIMITED within 7 days of termination;
- The Client has not paid the Fee in full;
- Termination occurs due to layoffs or restructuring.

14. CLIENT RESPONSIBILITY

The Client is solely responsible for assessing a Candidate's suitability and verifying their credentials. DATAHEAD RECRUITMENT LIMITED shall not be liable for a Candidate's actions or performance.

15. LIMITATION OF LIABILITY

DATAHEAD RECRUITMENT LIMITED's total liability shall not exceed the amount paid by the Client within the preceding six (6) months. Under no circumstances shall DATAHEAD RECRUITMENT LIMITED be liable for indirect, punitive, or consequential damages, including loss of profits, reputation, or business opportunities.

16. TERM AND TERMINATION

These Terms commence upon the Client's acceptance via AWS Marketplace and shall remain in effect for the selected term (e.g., monthly, annually). The agreement automatically renews unless terminated with 15 days' written notice.

17. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of England and Wales. Each party submits to the exclusive jurisdiction of the courts of England and Wales for

any disputes arising from these Terms. The Client's use of DATAHEAD RECRUITMENT LIMITED's Candidate Search Engine is subject to additional Terms and Privacy Notices.

18. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance due to events beyond their reasonable control, including but not limited to natural disasters, government restrictions, strikes, or technical failures.

19. ENTIRE AGREEMENT

These Terms constitute the entire agreement between the parties and supersede any prior agreements or understandings. No amendment shall be valid unless agreed upon in writing by both parties.