

RDC PROFESSIONAL PLACEMENTS AGREEMENT

OCTOBER 2008

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Reg. No. 2006/005048/07



RDC

Relational Database Consulting (Pty) Ltd

1 TERMS AND CONDITIONS

1.1 Professional Placements Terms and Conditions

Relational Database Consulting (Pty) Ltd (hereinafter referred to as “RDC”) shall from time to time introduce Candidates to the Client either pursuant to a direct request by the Client to RDC for such introduction, or at RDC’S sole initiative.

The Client shall be bound by the terms and conditions of this Agreement upon signature by the Client of this Agreement, however, the client shall be deemed to have immediately accepted, agreed to and be bound by the terms and conditions of business contained herein upon offering a position to the Candidate, irrespective of whether such position is permanent, temporary or on a contractual basis or on a fixed-term contract.

1.2 Placement Fees

The PLACEMENT FEE, which is due and payable by the Client upon the commencement of employment of the Candidate, is calculated as a percentage of the Candidate’s Total Cost to the Company, namely RDC. The Placement Fee per Candidate is 12% (Twelve Percent) of total cost to the company. To calculate the Total Cost to Company, RDC will include the following: the Candidate’s basic salary, 13th cheque, company benefits and the Company and individual contributions in respect of medical aid, pension and provident funds and such-like, travel allowances, subsidised housing or the provision of accommodation and billable hours.

1.3 The Guarantee

This guarantee will only be applicable in the following circumstances:

- Where the candidate is found to be technically incompetent and/or unsuitable for the position which he/she was placed to fulfill.
- In circumstances where RDC and the Client agree, in writing, that the guarantee will apply.
- RDC will offer a replacement Candidate for consideration by the client, at no extra cost, provided that it is the same position, geographical location, job description and at the same rate of remuneration.
- Within the guarantee period, written notification of the Candidate’s termination of employment and the reasons for same must be given by the Client and delivered to RDC within 14 (FOURTEEN) days of such termination.
- RDC must be afforded a reasonable period of time to procure an alternative Candidate to replace the one that has left the employ of the client. In the event that RDC is unable to procure an alternative Candidate, then the client’s account with RDC will be credited (no refund will be given) according to the schedule below. Should the termination of employment occur within:
 - ► 60 days of commencement of employment – 100% credit shall be granted
 - ► 90 days of commencement of employment – 50% credit shall be granted

- All credits (as above) must be utilized by the Client within 6 (SIX) months of the date of being granted, failing which it will automatically be forfeited.
- To enjoy the benefits of our guarantee and for the guarantee to become effective, the client is required to effect payment to RDC within 14 (FOURTEEN) days of the commencement of the Candidate's employment by the client.

1.4 Additional Terms and Conditions of Business

- If the Candidate that was introduced to the Client by RDC commences employment, within a period of 12 (TWELVE) months from the date of such introduction, irrespective of whether the employment of the Candidate arose directly or indirectly from the introduction of the Candidate by RDC, then the employment of the Candidate by the Client shall be deemed to have come about as a result of RDC'S introduction and RDC'S placement fee, payable in terms hereof by virtue of such introduction, shall be paid by the Client to RDC within fourteen days from the date of receipt by the Client of RDC'S invoice.
- If RDC introduces a Candidate to the Client, who has been interviewed by such Client on an occasion prior to the introduction of the Candidate to the Client by RDC, and such Candidate becomes employed by the Client subsequent to such introduction, then the employment of the Candidate shall be deemed to have come about as a result of RDC'S introduction and RDC'S placement fee payable in terms hereof, by virtue of such introduction, shall be paid by the Client to RDC within fourteen days from date of receipt by the Client of RDC'S invoice.
- If the Client furnishes any third party with any information relating to a Candidate introduced to the Client by RDC, or in the event that a Client refers or introduces a Candidate introduced to the Client by RDC to any third party and in either of these events, the third party elects to employ the Candidate, or causes the Candidate to be employed by any other party within a period of twelve months from the date of the furnishing of such information or referral or introduction by the Client, then the Client shall be liable to pay to RDC such placement fee as would have been payable to RDC in terms hereof, had the Client employed the Candidate.
- Any late payment by the Client to RDC shall attract interest.

1.5 Confidentiality

Until the Candidate is employed by the Client, the Client agrees not to approach any of the Candidate's past and present employers without the prior written approval of RDC. The Client shall be liable to RDC in the event that the Client commits a breach of this clause

1.6 Indemnity and Waiver

RDC shall not assume any responsibility and shall not be liable for any loss or damage whatsoever that may occur as a result of false or untrue information contained in any of the candidates' curriculum vitae's. RDC shall endeavour to take all reasonable measures to ensure that the candidates referred to the client meet the client's requirements. However, the final decision to employ a candidate, rests solely with the client, and RDC will therefore not be held responsible or be liable for any damages caused directly or indirectly by a candidate introduced by RDC. RDC does not accept any liability whatsoever for any information supplied and/or representation made expressly or implied by a candidate who has been introduced to a client, which proves to be untrue, unfounded or inaccurate.

1.7 General

No variation, alteration or cancellation of these terms and conditions shall be of any force or effect unless reduced to writing and signed by RDC and the client or their duly authorised representatives. No relaxation or indulgence which RDC may show a Client shall in any way prejudice or be deemed to be a waiver of RDC'S rights hereunder. RDC and the Client consent to the jurisdiction of the Magistrate's Court in respect of any matters incidental to or arising out of the provisions hereof notwithstanding that the value of the matter in question may exceed the jurisdiction of such Court. RDC may, however, at its sole option, institute action out of any appropriate division of the High Court of South Africa. All legal costs and disbursements on the Attorney and Client scale incurred by RDC in inter alia tracing a Client and in collecting or endeavouring to collect all or any amounts payable but outstanding by the Client to RDC in terms hereof or otherwise, and all collection commission and all other fees and charges, shall be for the account of the Client. A certificate signed by any Director of RDC in respect of the indebtedness of the Client to RDC, or in respect of any other fact, shall be prima facie evidence of the Client's indebtedness to RDC and prima facie evidence of such other fact. In the event that any amount payable by a Client to RDC is not paid promptly on due date (30 days from date of invoice, where applicable), then, in addition to any other remedies afforded to RDC, such amount shall attract interest at a rate equal to two percent over the prime rate charged by RDC'S bankers


2 CLIENT ACCEPTANCE OF THE ABOVE TERMS AND CONDITIONS

Signed at _____ on _____ 200

Client Name:

Representative Signature:


3 CONTACT INFORMATION



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