

## **Azara Talent Placement Terms and Conditions**

### **1. Placement Fee**

- The Client agrees to pay Azara Talent a placement fee equivalent to **12% of the Candidate's annual Total Cost to Company (TCTC)** upon successful placement.
- TCTC includes basic salary, annual bonuses, allowances, employer contributions (medical aid, pension/provident fund), and other quantifiable benefits.

### **2. Payment Terms**

- The placement fee becomes payable upon the Candidate's formal acceptance of an employment offer.
- Payment must be made within **14 days** of invoice date unless otherwise agreed in writing.

### **3. Guarantee Period**

- Azara Talent provides a **90-day guarantee period** from the Candidate's start date.
- If the Candidate resigns or is terminated for cause within this period, Azara Talent will provide a replacement Candidate at no additional fee.

### **4. Confidentiality**

- Both parties agree to maintain strict confidentiality regarding Candidate and Client information.
- Candidate details may not be shared with third parties without prior written consent.

### **5. Client Obligations**

- The Client agrees not to bypass Azara Talent by hiring Candidates introduced by Azara Talent without paying the agreed placement fee.
- Any direct employment of Candidates introduced by Azara Talent within **12 months** of introduction will trigger the placement fee.

### **6. Liability**

- Azara Talent shall not be liable for any losses, damages, or costs incurred by the Client arising from the employment of a Candidate.

### **7. Governing Law**

- These Terms and Conditions shall be governed by and construed in accordance with the laws of **South Africa**.

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**Acknowledgement:** By engaging Azara Talent's services, the Client acknowledges and agrees to the above Terms and Conditions.