



GENERAL TERMS & CONDITIONS OF RECRUITMENT SERVICES

1. PURPOSE

The purpose of this document is to define the legal framework and conditions under which the relevant Brixio Group entity (the "Provider") agrees to provide recruitment services to a client (the "Client"). Within the framework of these general conditions, Brixio is defined as the "Provider" and the Client and the Provider are together defined as the "Parties" and each as a "Party".

2. DEFINITIONS:

Client: The company using the recruitment services of the Provider.

Engagement: The formal initiation of the recruitment process, marked by the Client's acceptance of the Proposal or signing of a Mission Order, which constitutes a binding contract under these General Terms and Conditions.

Recruitment Services: The services whereby the Provider receives a mission order from the Client to present candidates to the Client who meet the Client's recruitment criteria as described in the "mission order."

Candidate: The person presented by the Provider to the Client as a job candidate.

Mission Order: A document completed by the Client and submitted to the Provider, containing the details of the recruitment mission such as job title, job description, salary range, work location, contract type, and required experience and background (see Annex A). The submission of this document is required before the Provider can issue a Proposal.

Proposal: The formal document issued by the Provider to the Client, specifying the conditions, including fees, for the recruitment services based on the details provided in the Mission Order. The Proposal, once signed by the Client, forms part of the contract.

Placement Fees: The fees paid by the Client in exchange for the Provider's services, calculated as a percentage of the employee's annual remuneration at the time of hiring, as specified in the Proposal.

Annual Remuneration: The total gross compensation paid to the employee over a calendar year, including but not limited to base salary, mandatory bonuses (such as the 13th-month pay

in the Philippines), allowances (such as housing and transportation allowances in Dubai), and any other guaranteed payments or fringe benefits that are regularly provided as part of the employee's compensation package. This does not include discretionary bonuses, one-time payments, or non-monetary benefits such as health insurance coverage unless explicitly stated in the employment contract.

Service Guarantee: The three-month period after the candidate's employment begins in the Client's company, during which certain guarantees are provided as outlined in the contract.

3. CONTRACTUAL DOCUMENTS AND AMENDMENTS

3.1. Entire Agreement

These General Terms and Conditions of Recruitment Service, together with the Proposal signed by the Client, constitute the entire contract between the Parties. This agreement supersedes all prior agreements, understandings, or representations, whether oral or written, relating to the subject matter hereof, excluding any other document such as the Client's general terms and conditions, agreements, or prior discussions.

3.2. Particular Conditions

Any specific conditions or terms that deviate from these General Terms and Conditions must be clearly expressed in writing within the Proposal or any other formal document agreed upon by both Parties. Such particular conditions, once agreed upon in writing by both Parties, shall prevail over any conflicting provisions in these General Terms and Conditions and shall, together with these General Terms and Conditions, form the entire contract between the Parties.

3.3. Modifications by the Provider

The Provider may at any time, and at its sole discretion, modify these General Terms and Conditions. Such modifications will be published on the Brixio website, and the version applicable to each proposal will be referenced in the signed proposal. The modified General Terms and Conditions will apply to new proposals issued after the date of modification.

For ongoing contracts, the modified General Terms and Conditions will automatically apply thirty (30) calendar days after the notification has been sent to the Client, unless the Client objects in writing within that period. If the Client objects, the Parties may agree to incorporate the modified terms into a new proposal. If no objection is raised within the thirty (30) day period, the modified terms will be deemed accepted and will apply to the ongoing contract. No verbal agreements or understandings shall modify or override any provisions of these Terms and Conditions.

3.4. Modifications by the Provider

The Provider may at any time and at its sole discretion modify these General Terms and Conditions. The amended General Terms and Conditions will be notified to the Client by email. These modifications will be immediately applicable to new proposals and will automatically apply to ongoing contracts thirty (30) calendar days after the notification has been sent.

4. DURATION AND RENEWAL

The duration of each contract is specified in the corresponding mission order. Contracts may be renewed upon mutual agreement by the Parties, with any changes in terms or conditions to be documented in a new mission order.

Any candidate presented to you, whether orally or in writing, during the duration of the mission order will be considered the Provider's candidate for twelve (12) months from the date of presentation. If such a candidate is hired by the Client within this period, the Provider's placement fees will be immediately due.

5. PROVIDER'S COMMITMENTS

The Provider undertakes to implement all necessary means and diligence to propose to the Client potential candidates meeting the needs described in the mission order.

The Provider undertakes to provide written feedback to the Client if it considers that the criteria of a mission order are not in line with the market (e.g., job title not matching the job description or salary range below the market).

The Provider offers a three-month guarantee for placed candidates. If any candidate leaves the Client's company for any reason (other than termination, downsizing, change of company ownership, or breach of the employment contract, conditions, change of location or content of the position) within three months of starting, the corresponding success fees percentage will be canceled and not due by the Client, the Provider may reinstate its search for the Client under the same conditions.

The initial search and identification of potential candidates are generally conducted within one to three weeks by the Provider. The selection and interview process, resulting in the presentation of a shortlist of candidates, also takes place within

one to three weeks. Thus, most searches are completed within a period of two to six weeks. However, the final selection depends on the availability of the client and the candidate for the interview, as well as the Client's internal decision-making process. The Provider undertakes to provide, at the beginning of each mission, an estimate of the execution time.

If the Provider is unable to present suitable candidates within the estimated time frame, the Provider will inform the Client promptly, and both Parties may agree on a revised timeline or scope of work."

6. CLIENT'S COMMITMENTS

6.1. Provision of Information

The Client acknowledges that it has provided the Provider with all necessary information and details to allow the Provider to propose candidates who align with the Client's needs. This information includes, but is not limited to, job descriptions, required qualifications, salary ranges, work location, and other relevant criteria.

6.2. Collaboration and Cooperation

The Client undertakes to collaborate fully with the Provider in the provision of recruitment services. This includes timely sharing of all necessary information, feedback on candidates, and any updates to the recruitment criteria. The Client acknowledges that this commitment to cooperation is a critical factor, and any delays or lack of cooperation may result in delays or an inability to fulfill the recruitment mission.

6.3. Designation of a Contact Person

The Client agrees to designate a privileged contact person with sufficient authority to make decisions that are binding on the Client. This person will be the primary point of contact for the Provider and will be responsible for coordinating interviews, providing feedback, and making final recruitment decisions.

6.4. Commitment to Interviews

The Client agrees to review and select potential candidates proposed by the Provider within two (2) business days of receiving the candidates' profiles. Upon selecting candidates for interviews, the Client shall provide the Provider with a minimum of three (3) interview slots per selected candidate, scheduled to occur within the next ten (10) business days. Failure to adhere to these timelines may result in delays in the recruitment process, for which the Provider shall not be held responsible. Repeated failures to comply may result in the suspension of services or termination of the contract. Additionally, the success fee may be increased by 5% for repeated non-compliance, including no-shows or failure to provide interview slots within the agreed timeline.



6.5. Attendance and Punctuality

The Client is expected to attend all scheduled interviews or provide at least 24 hours' notice if a reschedule is necessary. Failure to attend without appropriate notice may result in an increase of the success fee by 5%. Repeated instances of no-shows or lack of adherence to the agreed timelines will trigger a formal warning, and if not rectified, may lead to a review of the contract, potential suspension of services, or termination of the contract. These measures ensure that both parties remain committed to an efficient and effective recruitment process.

6.6. Failure to Collaborate

If the Client fails to provide timely feedback, schedule interviews, or attend scheduled interview slots on multiple occasions without reasonable justification, the Provider reserves the right to suspend services or terminate the contract. In such cases, the Provider will provide written notice to the Client specifying the breaches and allow the Client 5 days to remedy the situation. If the Client fails to address the issues within the specified period, the contract may be terminated, and the Client may be liable for any costs incurred by the Provider up to that point.

6.7. Notification of Candidate Acceptance

The Client undertakes to promptly inform the Provider if it accepts any of the candidates proposed by the Provider. This notification should be made within 24 hours of the acceptance decision.

6.8. Non-Exclusivity

The Client does not offer exclusivity to the Provider unless expressly agreed in writing. However, the Client undertakes to inform the Provider if other recruitment agencies or methods are being used for the same mission. This is to avoid duplication of efforts and ensure the efficiency of the recruitment process. Failure to notify the Provider promptly may result in the Client being liable for any costs incurred by the Provider up to the point of notification.

7. FINANCIAL CONDITIONS

7.1. Placement Fees

In consideration of the recruitment services provided, the Client undertakes to pay the Provider placement fees as specified in the proposal associated with these General Terms and Conditions. The placement fee will be calculated as a percentage of the annual remuneration of the employee at the time of hiring, with the percentage agreed upon and fixed at the time of signing the proposal.

For the purposes of invoicing, the placement fee will be based on the actual annual remuneration of the employee as stated in their employment contract. The Client agrees to provide the Provider with a copy of the signed employment agreement

within seven (7) days of its signature to verify the actual remuneration.

If the actual annual remuneration varies from the initial estimate provided in the mission order, the placement fee will be adjusted as follows:

1. **Initial Negotiation:** If the actual annual remuneration differs significantly from the initial estimate (by more than 20%) provided in the mission order, both Parties agree to engage in good faith discussions to negotiate an appropriate adjustment to the placement fee.
2. **Automatic Adjustment:** If the Parties cannot reach a mutual agreement within ten (10) business days of commencing negotiations, the following automatic adjustment will apply:
 - **Threshold for Adjustment:** If the actual remuneration is up to 20% lower than the estimate, the original success fee percentage shall apply without adjustment.
 - **Adjustment Formula:** If the actual remuneration is more than 20% lower than the estimate, the success fee percentage shall be increased by 0.5% for every 1% decrease beyond the 20% threshold.
 - **Formula:** Adjusted Success Fee Percentage = Original Success Fee Percentage + (0.5% * (Actual Percentage Decrease - 20%))
 - **Example Calculation:**
 - Estimated Annual Remuneration: \$100,000
 - Original Success Fee: 15%
 - Actual Annual Remuneration: \$65,000 (35% lower)
 - Calculation:
 - Decrease beyond the 20% threshold: 35% - 20% = 15%
 - Success Fee Adjustment: 15% + (0.5% * 15) = 15% + 7.5% = 22.5%
 - Adjusted Success Fee: 22.5% of \$65,000 = \$14,625

This amount will be increased by any applicable tax on the day of invoicing.

7.2. Payment Terms:

Invoices will be issued for the full placement fee on the start date of the selected candidate(s). The Client is required to settle the invoice within 7 days from the date of issuance, net and without any discount.



Should the Client fail to make payment within a 7-day term, the following actions will be taken:

7.2.1. Late Payment Penalty

A penalty of AED 200 or equivalent in the currency of invoicing will be charged for each day the payment is overdue, commencing from the day after the due date.

7.2.2. Service Suspension

The Provider reserves the right to suspend any ongoing services until full payment is received. This suspension does not relieve the Client of their obligation to pay the outstanding amount.

7.2.3. Legal Recourse

If the invoice remains unpaid for more than 60 days, the Provider may initiate legal proceedings to recover the debt, including any legal fees incurred during the recovery process. Additionally, the Provider may terminate the contract and demand immediate payment of all outstanding fees.

7.3. Currency of Invoicing

Invoices will be issued in the currency specified in the recruited employee's contract.

If the Client requires a purchase order for invoicing purposes, it is the Client's responsibility to provide the necessary purchase order at least 7 days before the candidate's start date. Failure to do so will not delay the issuance of the invoice.

8. LIABILITY

8.1. General Liability

The Provider shall perform the recruitment services with reasonable skill and care in accordance with these General Terms and Conditions. However, the Provider shall not be liable for any damages, losses, or costs incurred by the Client as a result of errors, omissions, or inaccuracies in the information provided by the candidates, except in cases where such errors, omissions, or inaccuracies are due to the Provider's gross negligence or willful misconduct.

8.2. Limitation of Liability

Except in cases of gross negligence, willful misconduct, or fraud, the total liability of the Provider under or in connection with this contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total amount of fees paid by the Client to the Provider under this contract. The Provider shall not be liable for any indirect, special, or consequential losses or damages, including but not limited to loss of profit, revenue, or business, arising out of or in connection with the services provided.

8.3. Client's Responsibility

The Client acknowledges that it is solely responsible for the final decision to hire or engage any candidate proposed by the Provider. The Provider shall not be held liable for any subsequent issues related to the candidate's performance, behavior, or suitability for the position once the candidate has been hired by the Client, except in cases of fraud or gross negligence on the part of the Provider.

8.4. No Liability for Indirect Damages

The Provider shall not be liable for any indirect or consequential damages, including but not limited to loss of income, loss of profits, or loss of opportunity, arising from or related to the recruitment services provided under this contract.

9. TERMINATION

9.1. Termination for convenience:

Either Party may terminate one or more mission orders for convenience by providing the other Party with a written notice of ninety (90) days. Candidates presented to the Client by the Provider up to the effective date of termination will be considered the Provider's candidates for a period of twelve (12) months from the date of presentation.

9.2. Termination for Breach:

In addition to the termination for convenience, either Party may terminate this contract immediately upon written notice if the other Party is in material breach of any of the terms and conditions of this contract and fails to cure such breach within fifteen (15) days of receiving written notice specifying the nature of the breach. Material breaches include, but are not limited to, failure to pay the Provider, failure to collaborate as outlined in section 6.6, or repeated failure to attend scheduled interviews as outlined in section 6.5.

9.3. Consequences of Termination:

Upon termination, the Client shall be liable for payment of all sums due for the services provided by the Provider up to the effective date of termination. If the termination is due to the Client's breach, the Client shall also be responsible for any additional costs or losses incurred by the Provider due to the early termination. The Parties shall agree on the services delivered during the notice period, which may be subject to a time-based quote, to be signed by the Client before any further service commencement. If any candidate presented by the Provider before termination is hired by the Client within twelve (12) months of the presentation, the Provider's placement fees will be immediately due and invoiced.



10. PERSONNEL

10.1. Personnel Assigned to the Services

The Provider undertakes to ensure that the Services are provided by qualified personnel. The Provider's personnel assigned to the execution of these shall remain under the administrative and social control and the sole hierarchical and disciplinary authority of the Provider for the entire duration of the contract.

The Provider undertakes to ensure that its employees comply with regulations on concealed work and to provide the Client, upon request, with all attestations and documents required in accordance with the provisions of the applicable labor code.

11. Non-solicitation of personnel

The Client expressly agrees not to solicit for hiring or directly or indirectly hire any employee of the Provider or its subcontractors assigned to the provision of the Services, even if the initial solicitation is made by the employee. This prohibition is valid for the duration of the provision of the Services extended by a period of two (2) years from the end of the contract, regardless of the cause. If necessary, the Client undertakes to ensure the application of this prohibition to other companies of the Group to which it belongs. In the event of non-compliance with this commitment, the Client undertakes to pay the Provider, as a penalty clause, and upon first request, compensation equal to the gross salaries, wages, and social charges of the poached employee for the twenty-four (24) months preceding their departure.

12. CONFIDENTIALITY

12.1. Confidential Information

Each Party acknowledges that during the course of the relationship, they may have access to confidential and proprietary information of the other Party, including but not limited to business plans, client lists, financial information, recruitment strategies, candidate information, trade secrets, and any other information marked or understood to be confidential ("Confidential Information").

12.2. Obligations of Confidentiality

Each Party agrees to:

1. Maintain the confidentiality of the other Party's Confidential Information with the same degree of care that it uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care.
2. Not disclose any Confidential Information to any third party without the prior written consent of the disclosing Party, except to those employees, agents, or subcontractors who have a need to know such information for the purposes of performing their obligations under these Terms and Conditions, and

who are bound by confidentiality obligations at least as stringent as those contained herein.

3. Use the Confidential Information solely for the purpose of fulfilling their obligations under these Terms and Conditions.

12.3. Exceptions

The confidentiality obligations herein shall not apply to any information that:

1. Was in the public domain at the time it was disclosed or becomes part of the public domain through no act or omission of the receiving Party;
2. Was lawfully in the receiving Party's possession before receipt from the disclosing Party without any obligation of confidentiality;
3. Is independently developed by the receiving Party without the use of or reference to the disclosing Party's Confidential Information;
4. Is required to be disclosed by law, regulation, or court order, provided that the receiving Party promptly notifies the disclosing Party to enable it to seek a protective order or otherwise prevent or limit such disclosure.

12.4. Duration of Confidentiality Obligations

The obligations under this Confidentiality clause shall continue in full force for a period of two (2) years after the termination or expiration of these Terms and Conditions, regardless of the reason for such termination.

12.5. Return or Destruction of Confidential Information

Upon termination or expiration of these Terms and Conditions, or upon the disclosing Party's request, the receiving Party shall promptly return or destroy all Confidential Information of the disclosing Party in its possession, including any copies, notes, or other materials derived from or containing Confidential Information, and shall certify in writing to the disclosing Party that it has complied with this obligation.

12.6. Remedies

The Parties acknowledge that damages alone may not be an adequate remedy for any breach of this confidentiality clause, and the non-breaching Party shall be entitled to seek injunctive relief and any other legal or equitable remedies available under law.

13. SUBCONTRACTING

The Client expressly authorizes the Provider to substitute or subcontract part of the Services to any company within the Brixio Group, provided that the subcontractor complies with the same standards and obligations regarding data security and



confidentiality as the Provider. The Provider remains fully responsible, towards the Client, for the performance of the subcontractor's obligations under the contract concluded with the subcontractor. The Provider undertakes to inform the Client of any failure of the subcontractor to fulfill its contractual obligations.

14. PERSONAL DATA

In the provision of the Services, the Provider may have access to personal data relating in particular to the Client's employees (the "Personal Data").

14.1. Instructions

a) The Provider processes personal data only on documented instructions from the data controller. Depending on the case, the term "data controller" refers to the Client. Instructions may also be given subsequently by the data controller during the entire duration of the processing of Personal Data. These instructions must always be documented.

b) The Provider shall immediately inform the data controller if, in its opinion, an instruction given by the data controller constitutes a violation of Regulation (EU) 2016/679 or other provisions of Union law or the law of the Member States relating to data protection.

14.2. Limitation of Purpose

The Provider collects Personal Data for the purpose of managing the client relationship (billing, assistance and maintenance of Services, business management, archiving, telephony, improvement of quality, security and performance of Services, debt collection, etc.).

Data processed for the management of the relationship between the Parties consist of information such as name, surname, professional postal address, professional email address, professional telephone numbers of the Client's employees and are kept by the Provider in accordance with applicable rules.

The Provider processes Personal Data only for the specific purposes of the processing, as defined above or in the mission order or the attached special conditions, unless additional instructions are provided by the data controller.

14.3. Duration of Personal Data Processing

The processing by the Provider takes place only during the term of the contract.

14.4. Security of Processing

The Provider implements at least the technical and organizational measures specified in the security assurance plan made available to the Client to ensure the security of

Personal Data. Among these measures is the protection of Personal Data against any security breach resulting, accidentally or unlawfully, in the destruction, loss, alteration, unauthorized disclosure of Personal Data, or unauthorized access to such Data (Personal Data breach). When assessing the appropriate level of security, the Parties duly take into account the state of knowledge, implementation costs, and the nature, scope, context, and purposes of the processing, as well as the risks to the data subjects.

The Provider grants its staff access to Personal Data undergoing processing only to the extent strictly necessary for the execution, management, and monitoring of the contract. The Provider ensures that authorized persons processing Personal Data undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality.

14.5. Sensitive Data

If the processing concerns Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, as well as genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a person's sex life or sexual orientation, or data relating to criminal convictions and offenses ("Sensitive Data"), the Provider applies specific limitations and/or additional safeguards.

14.6. Documentation and Compliance

The Parties must be able to demonstrate compliance with these clauses.

The Provider promptly and adequately addresses requests from the data controller regarding the processing of Personal Data in accordance with these clauses.

The Provider makes available to the data controller all necessary information to demonstrate compliance with the obligations set out in these clauses and arising directly from Regulation (EU) 2016/679. Upon request of the data controller, the Provider also allows audits of the processing activities covered by these clauses and contributes to them at reasonable intervals or in the presence of indications of non-compliance. When deciding on a review or audit, the data controller may take into account relevant certifications held by the Provider.

The data controller may decide to conduct the audit itself or to appoint an independent auditor. Audits may also include inspections at the premises or physical facilities of the Provider and, if necessary, are conducted with reasonable notice.

The Parties provide the competent supervisory authority/supervisory authorities, upon their request, with the information set out in this clause, including the results of any audit.



14.7. Use of Subsequent Subcontractors

The Provider specifically notifies the data controller in writing of any project to add or replace subsequent subcontractor(s) at least seven (7) days in advance, thus giving the data controller sufficient time to oppose these changes before the recruitment of the relevant subsequent subcontractor(s). The subcontractor provides the data controller with the necessary information to enable it to exercise its right of opposition.

At the request of the Client or the data controller, the Service Provider provides a copy of this contract concluded with the subsequent subcontractor and any subsequent amendments made to it. To the extent necessary to protect trade secrets or other confidential information, including Personal Data, the Service Provider may redact the text of the contract before disclosing a copy.

The Service Provider remains fully responsible, with respect to the data controller, for the performance of the obligations of the subsequent subcontractor in accordance with the contract concluded with the subsequent subcontractor. The Service Provider informs the data controller of any breach by the subsequent subcontractor of its contractual obligations.

The Service Provider agrees with the subsequent subcontractor on a third-party beneficiary clause whereby – in the event that the Service Provider materially disappears, ceases to exist in law, or becomes insolvent – the data controller has the right to request termination of the contract concluded with the subsequent subcontractor and to instruct the subsequent subcontractor to erase or return the Personal Data.

In accordance with applicable regulations, the data controller has the right to access, rectify, and delete the aforementioned information concerning them. They may exercise this right and obtain communication of said information from the Service Provider's Data Protection Officer via email at the following address: dpo@brixio.io

14.8. Assistance to the data controller

- a. The Service Provider promptly informs the data controller of any request received from the data subject. It does not respond to this request itself unless authorized by the data controller.
- b. The Service Provider assists the data controller in fulfilling its obligation to respond to requests from data subjects to exercise their rights, taking into account the nature of the processing. In carrying out its obligations under points (a) and (b), the subcontractor complies with the instructions of the data controller.
- c. In addition to the obligation of the Service Provider to assist the data controller under clause VIII, point (b), it also assists the data controller in ensuring compliance with the following obligations, taking into

account the nature of the processing and the information available to the Service Provider:

- i. the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of Personal Data ("data protection impact assessment") when a type of processing is likely to present a high risk to the rights and freedoms of natural persons;
 - ii. the obligation to consult the competent supervisory authority/supervisory authorities prior to processing where a data protection impact assessment indicates that the processing would result in a high risk if the data controller does not take measures to mitigate the risk;
 - iii. the obligation to ensure that Personal Data is accurate and up to date, promptly informing the data controller if the Service Provider becomes aware that the Personal Data it processes is inaccurate or has become outdated;
 - iv. the obligations provided for in Article 32 of Regulation (EU) 2016/679.
- d. The parties define in the security assurance plan the appropriate technical and organizational measures by which the subcontractor is required to assist the data controller in implementing this clause, as well as the scope and extent of the assistance required.

14.9. Notification of personal Data Breaches

In the event of a Personal Data breach, the Service Provider cooperates with the data controller and assists them in complying with their obligations under Articles 33 and 34 of Regulation (EU) 2016/679, taking into account the nature of the processing and the information available to the Service Provider.

14.10. Data breach relating to data processed by the data controller

In the event of a Personal Data breach relating to data processed by the data controller, the Service Provider assists the data controller:

- a. for the purpose of notifying the personal data breach to the competent supervisory authority/supervisory authorities, as soon as possible after the data controller becomes aware of it, if applicable (unless the Personal Data breach is unlikely to result in a risk to the rights and freedoms of natural persons);
- b. for the purpose of obtaining the following information which, in accordance with Article 33(3) of Regulation (EU) 2016/679, must be included in the data controller's notification, and include, at least:
 - i. the nature of the Personal Data breach, including, where possible, the categories and approximate number of data subjects concerned by the breach



- and the categories and approximate number of personal data records concerned;
- ii. the likely consequences of the Personal Data breach;
- iii. the measures taken or proposed by the data controller to remedy the Personal Data breach, including, where applicable, measures to mitigate any negative effects;
- iv. Where, and to the extent that, it is not possible to provide all the information at the same time, the initial notification contains the information available at that time, and additional information is provided as soon as it becomes available;
- c. for the purpose of fulfilling, in accordance with Article 34 of Regulation (EU) 2016/679, the obligation to promptly communicate the Personal Data breach to the data subject, when the Personal Data breach is likely to result in a high risk to the rights and freedoms of natural persons.

14.11. Data Breach Related to Data Processed by the Service Provider

In the event of a Personal Data breach related to data processed by the Service Provider, it informs the data controller as soon as possible after becoming aware of it. This notification includes at least:

- a) a description of the nature of the breach (including, if possible, the categories and approximate number of individuals affected by the breach and the records of the Personal Data involved);
- b) contact details for a point of contact from which further information about the Personal Data breach can be obtained;
- c) the likely consequences and the measures taken or proposed to remedy the breach, including measures to mitigate any potential negative consequences.

Where, and to the extent that, it is not possible to provide all the information at the same time, the initial notification contains the information available at that time, and additional information is provided as soon as it becomes available.

The parties define in the security assurance plan all other elements that the Service Provider must communicate when assisting the data controller in fulfilling the obligations incumbent upon it under Articles 33 and 34 of Regulation (EU) 2016/679.

14.12. Non-Compliance with Clauses and Termination

- a. Without prejudice to the provisions of Regulation (EU) 2016/679, in the event of a breach by the Service Provider of its obligations under these clauses, the data controller may instruct the Service Provider to suspend the processing of Personal Data until it complies with these clauses or until the contract is

terminated. The Service Provider promptly informs the data controller if it is unable to comply with these clauses, for any reason.

- b. The data controller (or, where applicable, the Client at the request of the data controller) has the right to terminate the contract to the extent it concerns the processing of Personal Data in accordance with these clauses if:
 - i. the processing of Personal Data by the Service Provider has been suspended by the Client on behalf of the data controller in accordance with point (a) and compliance with these clauses is not restored within a reasonable period and, in any case, within one month from the suspension;
 - ii. the Service Provider is in serious or persistent breach of these clauses or the obligations incumbent upon it under Regulation (EU) 2016/679;
 - iii. the Service Provider fails to comply with a binding decision of a competent court or supervisory authority/authorities regarding the obligations incumbent upon it under these clauses or Regulation (EU) 2016/679.
- c. The Service Provider has the right to terminate the contract to the extent it concerns the processing of Personal Data under these clauses when, after informing the data controller that its instructions violate applicable legal requirements in accordance with clause 14.1, point (b), the data controller insists that its instructions be followed.
- d. Following the termination of the contract, the Service Provider deletes, at the choice of the data controller, all Personal Data processed on behalf of the data controller and certifies to the data controller that it has carried out this deletion, or returns all Personal Data to the data controller and destroys existing copies, unless Union law or national law requires them to be retained for a longer period. The Service Provider continues to ensure compliance with these clauses until the deletion or return of the Personal Data.

15. GOVERNING LAW AND JURISDICTION

These General Terms and Conditions shall be governed by and construed in accordance with the laws of the country where the Brixio Group company that issued the proposal is incorporated. Any disputes arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts in that country.



16. FORCE MAJEURE

16.1. Definition

Neither Party shall be liable for any failure or delay in performing its obligations under these Terms and Conditions if such failure or delay is due to a Force Majeure event. For the purposes of this clause, a Force Majeure event is defined as any event or circumstance beyond the reasonable control of the affected Party, including but not limited to natural disasters (such as earthquakes, floods, or hurricanes), war, acts of terrorism, civil unrest, strikes, lockouts, pandemics, governmental actions, or any other event that could not have been reasonably foreseen or prevented by the affected Party.

16.2. Notice and Mitigation

The Party affected by a Force Majeure event shall promptly notify the other Party in writing of the occurrence of the event, providing sufficient details of its nature and likely duration. The affected Party shall use all reasonable efforts to mitigate the effects of the Force Majeure event and resume performance of its obligations as soon as possible.

16.3. Steps in Case of Disruption

In the event of a Force Majeure that disrupts the recruitment process, both Parties shall engage in good faith discussions to either reschedule the recruitment process or agree on a mutually acceptable termination of the affected mission order. Any decision reached through these discussions shall be documented in writing.

16.4. Suspension of Obligations

Upon the occurrence of a Force Majeure event, the obligations of the affected Party under these Terms and Conditions shall be suspended for the duration of the Force Majeure event. The affected Party shall not be considered in breach of its obligations during this period, provided that it has complied with its obligations under this Force Majeure clause.

16.5. Termination

If the Force Majeure event continues for a period of more than sixty (60) days, either Party may terminate these Terms and Conditions by providing written notice to the other Party. In the event of such termination, neither Party shall have any liability to the other except for obligations that had accrued prior to the Force Majeure event.

17. INTELLECTUAL PROPERTY RIGHTS

17.1. Ownership of Intellectual Property

All intellectual property rights, including but not limited to copyrights, trademarks, patents, trade secrets, databases, and proprietary information (collectively referred to as "Intellectual

Property"), created, developed, or provided by the Provider during the provision of the Services, shall remain the exclusive property of the Provider.

17.2. Usage Rights

The Client is granted a non-exclusive, non-transferable, and revocable license to use the Intellectual Property solely for the purposes of the recruitment services as agreed upon in these Terms and Conditions. The Client shall not reproduce, distribute, modify, or create derivative works from the Intellectual Property without the prior written consent of the Provider.

17.3. Candidate Data and Reports

The Client acknowledges that all intellectual property rights related to candidate data, assessments, and reports provided by the Provider shall remain the property of the Provider. The Client is granted a limited license to use such data solely for the purpose of evaluating and recruiting candidates. The Client agrees not to share, sell, or otherwise distribute this data to any third party without the Provider's prior written consent.

17.4. Third-Party Intellectual Property

If the Provider uses any third-party intellectual property in the provision of the Services, the Client acknowledges that the ownership of such intellectual property remains with the third-party, and the Client agrees to comply with any licensing terms or usage restrictions imposed by the third-party.

17.5. Protection of Intellectual Property

The Client agrees to take all necessary steps to protect the Intellectual Property of the Provider, including maintaining the confidentiality of any proprietary information and ensuring that its employees, agents, or subcontractors do not infringe upon the Provider's Intellectual Property rights.

17.6. Infringement and Indemnification

The Client agrees to promptly notify the Provider of any infringement or suspected infringement of the Provider's Intellectual Property. The Client agrees to indemnify and hold the Provider harmless from any claims, damages, or expenses (including legal fees) arising from the Client's unauthorized use of the Intellectual Property.

17.7. Return or Destruction of Intellectual Property

Upon termination or expiration of these Terms and Conditions, or upon the Provider's request, the Client shall promptly return or destroy all Intellectual Property in its possession, including any copies, and shall certify in writing to the Provider that it has complied with this obligation.

End of Document



APPENDIX A : MISSION ORDER

Field	Details
Mission Order Date:	
Job Opening Date:	
Maximum Recruitment Date:	
Client:	
Future Company Name of Employer:	
Work Location:	Specify if remote or provide the office address.
Number of Possible Home Office Days:	
Type of Contracts:	(e.g., Permanent, Temporary, Full-time, Part-time)
Preferred Start Dates:	(Specify per position if different)
Special Requirements:	(e.g., specific skills, certifications, languages)
Other Comments:	

Position	Department	Annual Gross Salary (Low Range - High Range)	Variable Salary	Interview Contact (N+1)	Link to Job Description/Job Qualification Form
Position 1				Name:	
				First Name:	
				Email:	
				Position:	
Position 2				Name:	
				First Name:	
				Email:	
				Position:	
Position 3				Name:	
				First Name:	
				Email:	

****Note:**** Each position or candidate listed in this mission order shall be treated as an individual recruitment mission with its own corresponding terms, unless otherwise specified in the proposal or agreed in writing by both Parties.

