

LEGALIS TERMS AND CONDITIONS OF BUSINESS

PRIVATE PRACTICE

2024

THIS AGREEMENT is dated on [●] 2024.

PARTIES

(1) [FULL COMPANY NAME] incorporated and registered in [●], whose registered office is at [●], EU Tax ID: [●] (Client).

(2) LEGALIS GLOBAL KFT. incorporated and registered in Hungary, whose registered office is at Virág árok utca 11., 1026 Budapest, EU Tax ID: HU13016225 (Legalis).

This contract sets out the standard terms and conditions which part of any contract for services entered into with Legalis for the identification and introduction to the Client of permanent legal professionals and business support staff in private practice. Client will be deemed to have accepted these terms and conditions by instructing Legalis to provide Client with profiles of candidates or by accepting and/or acting upon profiles sent by Legalis.

I. SERVICES

- a. This contract with Legalis is a contract for services under which Legalis undertakes to introduce candidates based on specifications provided by the Client, in consideration for a professional fee.
- b. The contract is completed by the introduction of candidate(s) (the "Candidate(s)") to the Client by Legalis. The obligation to pay Legalis its professional fee and expenses is subject to a condition, namely that one of the Candidates introduced to the Client by Legalis commences employment (with the Client or another employer to whom the Client referred the Candidate) as a result of the introduction.
- c. The obligation of Legalis under the contract is to use its best endeavors to introduce potentially suitable Candidates to the Client. Legalis does not guarantee to introduce a successful Candidate, nor to introduce only Candidates who satisfy every criteria stipulated by the Client.

II. VALIDITY OF INTRODUCTIONS

- a. The Client will be liable to pay a fee (the "Fee") in respect of any Candidate engaged as a consequence of an introduction by Legalis (the "Engagement") which takes place within 12 months (or 24 months in the case of a partner) of either the introduction or the Candidate's final interview, whichever is later.
- b. Where the introduction of a Candidate by Legalis results in the Engagement of additional individuals (as in the case of a team move or merger), Legalis will be deemed to have introduced all individuals involved and will be entitled to a Fee for each individual coming with the original Candidate (subject to any fee caps).
- c. If the Client engages a Candidate on a temporary, locum, consultancy or freelance basis, the Fee shall be calculated monthly based on the compensation paid to the Candidate during that time. If at any time subsequently an Engagement of the Candidate by the Client takes place, a further fee will be payable in accordance with these terms,
- d. Where any Candidate introduced by Legalis to the Client is already under consideration by the Client, the Client shall notify Legalis of that fact in writing within 5 working days from the introduction.

III. FEES

- a. **The Fee for introductions is as follows: Partners - 25%, Associates - 22%, All Other Staff - 20%.**
- b. In case of a group placement/team move, the following shall apply: Individual Equity Partner ("EP") - 25%, 1st FTE Associate – 18%, 2nd FTE Associate – 15%, 3rd FTE Associate – 10%, 4th and onwards FTE Associate – 5%. Where the team comprises of more than 1 EPs, the following Fees shall be applicable: 1st EP – 25%, 2nd EP – 20%, 3rd EP – 18%, 4th EP onwards – 16%, 1st FTE Associate – 18%, 2nd FTE Associate – 15%, 3rd FTE Associate – 10%, 4th FTE Associate – 5%. In any case, all Fees on concurrent placements are subject to a fee cap of EUR 450,000.
- c. The Fee shall be paid in Euros, unless otherwise agreed and will include expenses (including travel, advertising expenses, etc.), with all amounts payable within 14 days of the invoice, which is subject to a Value Added Tax where applicable.
- d. Any retained fees shall be agreed on a case-by-case basis. In case of successful placement, the retainer is deductible from the Fee, provided that Client fully paid the aforementioned retainer to Legalis.

- e. "Remuneration" means the aggregate gross annual taxable income agreed with the Candidate pursuant to the Engagement with the Client.
- f. Where no Remuneration has been agreed or an amount is not readily ascertainable, the Fee will be calculated based either on the Candidate's last Remuneration (if data is available for the preceding 12 months) or a higher amount as agreed between Legalis and the Client.) Where the Candidate's actual Remuneration is higher than the figure upon which the Fee has been calculated, the Client shall provide details of the Remuneration to Legalis within 3 months of the expiry of the first year of the Engagement and Legalis shall be entitled to charge a further fee which shall be calculated by applying the applicable percentage to the excess amount of the Remuneration.
- g. Unless otherwise agreed, the fee will be payable upon Candidate's start date.
- h. Failure to pay any amount due within the time stated for payment will entitle Legalis to charge interest at 4% per annum above EURIBOR or any rate that may succeed or replace EURIBOR from the due date until the date of payment.
- i. Legalis may assign to a third party the right to render invoices and receive payment.

IV. OBLIGATIONS

- a. The Client acknowledges that all information provided by Legalis about a Candidate is confidential information. This means, among other things, the Client must not disclose the information to any other person or, under any circumstances, conduct reference checks on any Candidate without the express written authority from Legalis and the Candidate.
- b. Legalis shall endeavor to maintain a high standard of service and integrity but gives no warranty as to suitability of any Candidates. The Client shall take such steps as necessary to ensure the suitability of the Candidate, including checking references, arranging work permits, and all employment other requirements.
- c. Legalis makes no warranty of, takes no responsibility and accepts no liability for, the accuracy or truthfulness of information given to us by a potential Candidate. Under no circumstance shall Legalis, in servants or agents, have any liability in negligence or any other tort, or in contract, for any loss, damage or other costs suffered or incurred by the Client no matter how caused, which arise from the introduction to the Client by Legalis of a Candidate. The Client acknowledges that they have not entered into this contract on reliance on any representation, warranty, promise, or statement made by Legalis or any of its servants or agents.

V. REFUND

- a. Should the employment of any Candidate end before the expiry of 8 weeks from the date of commencement, Legalis will refund 50% of the fee. If termination occurs after 8 weeks but on or before the expiry of 13 weeks from the date of commencement, Legalis will refund 7.7% of the Fee for each complete week that falls after such termination of the Engagement, but before the expiry of such 13-week period.
- b. Refunds will only be made where (i) the termination is not for redundancy nor is the result of a restructure or reorganization of the Client's business and is otherwise lawful and in accordance with any applicable code of practice or the Candidate leaves of his or her own volition; (ii) the Client notifies Legalis in writing within 7 days of termination; and (iii) all monies due from the Client have been paid in accordance with these terms.

VI. VARIATION

- a. Any variation of the contract (including these terms and conditions) must be in writing and signed by the parties prior. Otherwise, these terms comprise the entire agreement.

Duly authorized for and on behalf of the Client

Duly authorized for and on behalf of Legalis Global Kft.

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____