

**LEGALIS TERMS AND CONDITIONS OF BUSINESS 2024  
FOR THE INTRODUCTION OF IN-HOUSE LEGAL ROLES**

Fees are expressed as a percentage of Remuneration as defined below:

<b>V.P. Legal, General Counsel, Head of Legal</b>	<b>28%</b>
<b>Counsel - all levels</b>	<b>25%</b>
<b>Assistant Counsel, Staff Attorney, all other</b>	<b>22%</b>

1. In these Terms:

**"The Candidate"** means the individual introduced to the Client by Legalis;

**"The Client"** means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act of 1985 to whom the Candidate is introduced;

**"Contingent Introduction"** means the Introduction of a Candidate to the Client by Legalis other than a Retained Introduction. No prior specific instruction from the Client is required to affect a Contingent Introduction;

**"The Engagement"** means the engagement, employment or use of the Candidate by the Client, whether under a contract of service or for services, partnership or otherwise;

**"The Fee"** means the percentage of the Remuneration set out in these Terms relating to the services provided by Legalis to the Client for the Introduction of a Candidate;

**"Legalis"** means Legalis Global Kft., with its registered address at 1026 Budapest, Virág árok utca 11., Hungary, EU Tax ID: HU13016225;

**"Introduction"** means the passing to the Client of a CV, resume, biography, profile or other information which identifies the Candidate and "Introduce" and "Introduced" shall be construed accordingly;

**"Remuneration"** means the aggregate gross annual taxable emoluments payable to or receivable by the Candidate pursuant to the Engagement with the Client, including salary, bonuses, profit share, commission, allowances, profit-related pay and any signing-on payment or equivalent (contractual or otherwise and whether guaranteed or not) paid to the Candidate during the first year of the Engagement or attributable to such period and paid subsequently. Bonus/profit share which is not guaranteed will be determined on the projected values. Any car, housing and/or relocation allowance shall be treated as part of the Candidate's taxable emoluments. Where the salary or any other element of the package offered to the Candidate is expressed to be net (i.e. after deductions) then for the purposes of calculating the Remuneration, this will be grossed up to reflect the value prior to tax or other deductions, by a percentage based upon the relevant tax rate of the country in which that Candidate is to be based; and

**"Retained Introduction"** means a specific instruction to identify and introduce a suitable Candidate for the Client's vacancy and will involve the payment of an up-front retainer to be agreed;

Unless the context otherwise requires, references to the singular include the plural and vice versa.

2. These Terms regulate the basis upon which Introductions are affected by Legalis and shall be accepted by signature and return of the Terms by the Client to Legalis or upon the Client's request for details of Candidates or interview with Candidates (whether by telephone, videoconference or in person). Services may be performed by Legalis or any associated company of Legalis.

3. Unless otherwise agreed in writing, the Fee shall be payable as follows:

(a) Retained Introductions – Payable in a number of installments to be agreed upon in writing between Legalis and the Client, with the final installment reflecting the actual Remuneration of the relevant Candidate.

(b) Contingent Introductions - Unless otherwise agreed in writing, the Fee will be payable upon the Candidate's commencement of the Engagement.

(c) 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 an additional fee which shall be calculated by applying the percentage to the excess amount of the Remuneration.

(d) Where no Remuneration has been agreed or an amount is not readily ascertainable, the Fee will be calculated based on the Candidate's last Remuneration for the preceding 12 months.

(e) The Fees will be invoiced, and will be payable, in EUR unless otherwise agreed by Legalis and the Client. Where the Remuneration is expressed in a different currency, the Fee will be based on the EUR equivalent, calculated according to the exchange rate of the European Central Bank on the date of issuance of the relevant invoice.

(f) Expenses such as advertising, research, travelling expenses, interview expenses and other exceptional expenses shall be reimbursed by the Client as agreed in advance.

(g) All amounts will be payable within 14 days of the date of the relevant invoice.

4. (a) The Client will be liable to pay a Fee in respect of any Candidate engaged by the Client as a consequence of an Introduction by or through Legalis, whether direct or indirect, which takes place within 12 months.  
(b) All Introductions are confidential. The passing of an Introduction by the Client to a third party which results in an Engagement of the Candidate by that third party within 12 months of the date of the Introduction will result in a fee being due from the Client in respect of that Candidate.  
(c) If the Client engages a Candidate on a temporary, locum, consultancy or freelance basis, the Fee payable 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 to the Client by Legalis is already under consideration by the Client as a result of direct contact or contact through another employment agency, the Client shall notify Legalis of that fact in writing within 5 working days from the Introduction by Legalis, failing which the Client will be liable to pay the Fee in the event of its Engagement of that Candidate.
5. In the event that the Client terminates a Retained Introduction before its conclusion, the Client shall pay a cancellation fee equivalent to one third of the Fee to Legalis in addition to any sums already paid or incurred by the Client prior to termination.
6. In the event of the Engagement of any Candidate terminating on or before the expiry of 8 weeks from the date of commencement, Legalis will refund 50% of the Fee. If termination of the Engagement 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. Refunds will only be made where (i) the termination is not for redundancy nor is the result of a restructure or reorganisation 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. There is no entitlement to a replacement Candidate unless agreed in writing. The refund provisions in these Terms shall only apply where all Fees have been paid in accordance with clause 3 (g) above.
8. 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 before the date of payment. Legalis may assign the right to render invoices and receive payment to a third party.
9. Legalis shall endeavour to ensure the suitability of any Candidate and to maintain a high standard of service and integrity but gives no warranty as to a Candidate's suitability. The Client shall take such steps as it deems necessary to satisfy itself as to the suitability of the Candidate and the Client shall be responsible for taking up any references provided by the Candidate to it or Legalis before engaging such Candidate. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.
10. Legalis shall not be liable to the Client for any loss, liability, damages, costs, claims or expenses suffered or incurred by the Client as a result of the negligence, dishonesty or misconduct of the Candidate or arising from, or connected with, the Engagement of a Candidate or the failure to introduce a suitable Candidate.
11. No variation of these Terms shall be valid unless approved in writing by an authorised representative of Legalis.
12. All invoices are subject to Value Added Tax, where applicable.
13. These Terms of business are governed by English law and all disputes arising from these Terms shall be subject to the exclusive jurisdiction of the English Courts.
14. These Terms are the entire agreement of the parties concerning the subject matter contained in these Terms and supersede any prior such terms or agreements.

**Duly authorized for and on behalf of (insert Client)**

**Duly authorized for and on behalf of Legalis Global Kft.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Ellen Hayes

Date: \_\_\_\_\_

Date: \_\_\_\_\_