NEXUS WORKFORCE

EN · binding version

RECRUITMENT & SOURCING PARTNERSHIP AGREEMENT

Agreement No.: ..... · Date: .....

PARTIES

(1) RÉVÉSZ ATTILA TAMÁS, sole proprietor (Hungarian: egyéni vállalkozó), trading as NEXUS WORKFORCE

Registered seat	2461 Tárnok, Egyenlőség utca 33., Hungary
Hungarian Tax Number	42985024-1-33
EU VAT ID	HU42985024
Sole Proprietor Reg. No.	58203374
Bank / IBAN / BIC	ING Bank N.V. / NL39 INGB 0121 7974 65 / INGBNL2A
Represented by	Révész Attila Tamás, Owner

(hereinafter the "Provider")

(2) .....

Legal form	.....
Registered office	.....
Commercial Register No.	.....
VAT ID	.....
Staffing licence / registration	.....
Represented by	.....

(hereinafter the "Client")

The Provider and the Client are each referred to as a "Party" and together as the "Parties".

RECITALS

A. The Provider is a Hungarian business that sources, pre-screens and presents candidates resident in Hungary for employment opportunities in the European Union.

B. The Client is a staffing agency and/or employer established in ..... . It employs workers in its own name and places them with its own clients.

C. The Client wishes to engage the Provider as an independent sourcing partner. The Provider will identify and present suitable candidates, whom the Client may decide to employ, on the terms set out in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

In this Agreement, the following terms have the following meanings:

1.1 "Candidate" means any natural person whose CV, profile or personal details the Provider has Introduced to the Client.

1.2 "Introduction" / "Introduced" means the Provider sending a Candidate's profile to the Client in writing (including by e-mail, WhatsApp or a shared candidate portal), identifying the Candidate by name. The date and time of the written transmission is conclusive evidence of the Introduction.

1.3 "Placement" means any engagement of a Candidate by the Client, its Affiliates or its clients, in any capacity and on any contractual basis (employment, temporary agency work, secondment, freelance or otherwise), following an Introduction.

1.4 "Start Date" means the first day on which a placed Candidate actually performs work.

1.5 "Worked Hours" means the hours actually worked by a placed Candidate, as recorded in the Client's payroll and timesheet systems. This includes regular hours and overtime hours. It excludes holiday leave, sick leave, public holidays and other paid hours not worked.

1.6 "Commission" means the success-based fee per Worked Hour set out in Clause 5 and Annex A.

1.7 "Commission Period" means, for each placed Candidate, the period from the Start Date until the earlier of:

- **(a)** 52 weeks after the Start Date; or
- **(b)** the Candidate's last day of work for the Client.

1.8 "Guarantee Period" means the first fourteen (14) calendar days after a Candidate's Start Date.

1.9 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

1.10 "Business Day" means a day other than a Saturday, Sunday or public holiday in Hungary or in the Client's country of establishment.

2. SCOPE AND ROLES OF THE PARTIES

2.1 **Provider's services.** The Provider shall, on a non-exclusive basis:

- **(a)** advertise vacancies and source candidates in Hungary for the job profiles specified by the Client;
- **(b)** pre-screen candidates by interview, verification of work experience and qualifications, and assessment of language skills (English/German/Dutch) as specified by the Client;
- **(c)** present suitable Candidates to the Client with a structured candidate profile (Annex B);
- **(d)** coordinate interview scheduling between the Client and Candidates;
- **(e)** provide reasonable support to Candidates in Hungarian before departure. This includes communicating the Client's written job offer and coordinating travel logistics where agreed.

2.2 **Client's responsibilities.** The Client is solely responsible for:

- **(a)** the final selection and hiring decision for each Candidate;
- **(b)** acting as the sole legal employer of every placed Candidate. This includes concluding written employment contracts, paying salaries, and withholding and remitting all wage taxes and social security contributions;

(c) full compliance with all employment, temporary agency work, equal pay, collective labour agreement (CAO/Tarifvertrag), working time, health and safety, and immigration laws of the destination country;

(d) providing or arranging accommodation for placed Candidates that complies with applicable local housing standards (e.g. SNF in the Netherlands), at the terms communicated to the Candidate in writing before departure;

(e) giving each Candidate, before departure, a written offer stating at least the gross hourly wage, expected working hours, the accommodation and its cost, transport arrangements and the contract type.

2.3 **Independent contractor.** The Provider acts as an independent contractor. Nothing in this Agreement creates an employment relationship, partnership, joint venture or agency relationship between the Parties. Neither Party has authority to bind the other.

2.4 **No supply of labour.** The Provider does not employ, second, hire out or make available any worker to the Client. The Provider does not direct or supervise placed Candidates. All authority over placed Candidates rests exclusively with the Client.

2.5 **Non-exclusivity.** Unless otherwise agreed in writing, this Agreement is non-exclusive for both Parties.

3. ORDERS AND CANDIDATE PRESENTATION

3.1 **Vacancy orders.** The Client shall submit vacancy orders in writing (e-mail sufficient). Each order shall specify:

- job title and duties;
- number of positions;
- work location;
- gross hourly wage range;
- shift pattern and working hours;
- required qualifications, licences and language level;
- accommodation and transport terms;
- target start date.

3.2 **Presentation.** The Provider shall use reasonable endeavours to present suitable Candidates within 10 Business Days of receiving an order for logistics/production roles, and within 15 Business Days for technical/skilled roles.

3.3 **Client feedback.** The Client shall give feedback on each presented Candidate (accept for interview / reject / on hold) within 3 Business Days of the Introduction.

3.4 **Ownership of Introductions.** A Candidate Introduced by the Provider shall be deemed the Provider's Candidate for the purposes of this Agreement, unless the Client proves both of the following:

(a) within 2 Business Days of the Introduction, the Client notified the Provider in writing that the Candidate was already known to it; and

(b) the Client holds written evidence (e.g. a dated application or CV) that the Candidate was in an active application process with the Client within the 6 months before the Introduction.

4. NO FEES TO CANDIDATES

4.1 Neither Party shall charge, directly or indirectly, any fee, deposit or cost to any Candidate for sourcing, introduction, placement or recruitment services.

4.2 Neither Party shall make any deduction from a Candidate's wages for the benefit of the Provider.

4.3 Any deduction for accommodation, transport or similar costs shall be made only by the Client. Such deductions must be lawful, agreed in writing with the Candidate in advance, and in accordance with applicable law and collective agreements.

5. COMMISSION

5.1 **Commission rate.** For each placed Candidate, the Client shall pay the Provider a Commission per Worked Hour at the rate applicable to the Candidate's role category (Annex A).

5.2 **Accrual.** Commission accrues for all Worked Hours during the Commission Period, subject to Clause 8 (Guarantee).

5.3 **Exclusive remuneration.** The Commission is the Provider's entire remuneration. No additional fees are payable unless agreed in writing.

5.4 **Expenses.** Each Party bears its own costs. Pre-agreed travel or logistics costs that the Provider incurs at the Client's written request shall be reimbursed at cost against receipts.

5.5 **Rate review.** The Parties may review Commission rates once per calendar year. Any change requires a written amendment to Annex A.

6. TIMESHEETS, INVOICING AND PAYMENT

6.1 **Hours report.** By the 5th (fifth) calendar day of each month, the Client shall send the Provider a written report of all Worked Hours for each placed Candidate in the previous calendar month. The report shall state for each Candidate:

- full name;
- role category;
- Start Date;
- weekly Worked Hours;
- end date, if applicable.

6.2 **Weekly reporting (optional).** Where the Parties have agreed weekly invoicing, the Client shall send the hours report by Tuesday of each week for the preceding week.

6.3 **Late reporting.** If the Client fails to deliver the hours report on time, the Provider may invoice on the basis of the most recent hours report received, or a reasonable estimate. Any difference shall be corrected in the next invoice.

6.4 **Invoicing.** The Provider shall invoice the Client monthly based on the hours report, or weekly where agreed under Clause 6.2.

6.5 **VAT – reverse charge.** All amounts are exclusive of VAT. The services are business-to-business services supplied to a taxable person established in another EU Member State. Under Articles 44 and 196 of Council Directive 2006/112/EC, the place of supply is the Client's Member State and the VAT is due from the Client. Invoices shall bear the notation "Reverse charge / Fordított adózás" and state both Parties' valid EU VAT identification numbers. The Client confirms that its VAT ID stated above is valid, and shall notify the Provider immediately of any change.

6.6 **Payment terms.** Invoices are payable within fourteen (14) calendar days of the invoice date, by direct bank transfer in EUR to the Provider's account stated above. Each Party bears its own bank charges.

6.7 **Late payment.** If payment is late, the Provider is entitled, without notice, to:

(a) statutory interest for late payment in commercial transactions under Directive 2011/7/EU and its implementing law;

(b) a fixed compensation of EUR 40 per late invoice; and

(c) reimbursement of reasonable recovery costs.

If any invoice remains unpaid more than 30 days after its due date, the Provider may suspend presenting new Candidates until payment is received.

6.8 **Disputed invoices.** The Client shall notify the Provider in writing, with reasons, of any disputed invoice item within 7 calendar days of receipt. The undisputed portion shall be paid on time.

6.9 **Audit.** Once per calendar year, and within 10 Business Days of a written request, the Client shall provide payroll extracts or other reasonable evidence verifying the Worked Hours reported for placed Candidates. Personal data shall be limited to what is necessary for this purpose.

7. NON-CIRCUMVENTION

7.1 **Obligation.** For twelve (12) months from the date of each Introduction (the "Non-Circumvention Period"), the Client shall not, directly or indirectly, engage that Candidate in any capacity without paying the Provider the Commission under this Agreement. The same applies to engagement through its Affiliates, its clients, any other staffing agency or recruiter, or any third party. "Engage" includes hiring, contracting, placing or otherwise employing the Candidate.

7.2 **Scope.** Clause 7.1 applies regardless of:

(a) whether the Candidate was rejected, put on hold or not interviewed at the time of the Introduction;

(b) the role, location or contractual form of the engagement; and

(c) whether the Client obtained the Candidate's details from another source after the Introduction.

7.3 **Disclosure to third parties.** The Client shall not disclose any Candidate's details to any third party except to its own clients for the purpose of a Placement under this Agreement. The Client remains liable for any circumvention by such third parties.

7.4 **Remedy.** If the Client breaches Clause 7.1, the Client shall pay the Provider:

(a) the Commission for all hours worked by the Candidate within the Commission Period, as if the Placement had been made under this Agreement; and

(b) a fixed amount of EUR 1,000 per circumvented Candidate as liquidated damages. The Parties agree this is a genuine pre-estimate of the Provider's sourcing costs and loss.

The Provider may claim further proven damages.

7.5 **Information duty.** The Client shall notify the Provider in writing within 5 Business Days if it engages any Candidate Introduced within the preceding 12 months.

7.6 **Candidate freedom.** This Clause binds the Client only. It does not restrict any Candidate's freedom to accept employment with any employer, and no Party shall impose such a restriction on a Candidate.

8. GUARANTEE / EARLY DEPARTURE (14 DAYS)

8.1 **Guarantee.** If a placed Candidate leaves or is dismissed within the Guarantee Period (14 calendar days from the Start Date) for a reason other than those listed in Clause 8.3, then:

(a) no Commission is payable for the hours worked by that Candidate. Any Commission already invoiced for that Candidate shall be credited by credit note in the next invoice (clawback); and

(b) at the Client's request, the Provider shall use reasonable endeavours to present a replacement Candidate within 10 Business Days at no additional charge. The replacement Candidate is subject to the standard Commission from their own Start Date.

8.2 **Notification.** To rely on Clause 8.1, the Client shall notify the Provider in writing within 5 Business Days of the Candidate's departure, stating the reason.

8.3 **Exclusions.** The guarantee does not apply if the departure results from any of the following:

(a) the Client's or its client's termination for redundancy, lack of work, reorganisation or any reason unrelated to the Candidate's conduct or capability;

(b) a material deviation from the terms communicated to the Candidate under Clause 2.2(e). This includes wage, working hours, accommodation and its cost, and transport;

(c) the Client's breach of employment, health and safety or housing obligations;

(d) the Candidate being assigned to a substantially different role or location than offered;

(e) illness, injury, family emergency or force majeure affecting the Candidate.

8.4 **One-time replacement.** The replacement obligation applies once per original Placement.

9. CANDIDATE DATA AND GDPR

9.1 **Roles.** Each Party acts as an independent data controller for Candidate personal data it processes, in accordance with Regulation (EU) 2016/679 (GDPR) and applicable national data protection law.

9.2 **Lawful transfer.** The Provider shall transfer a Candidate's personal data to the Client only after informing the Candidate and obtaining the Candidate's consent, or on another valid legal basis.

9.3 **Client obligations.** The Client shall use Candidate data solely for evaluating and engaging the Candidate. The Client shall:

- not further disclose the data except as permitted in Clause 7.3;
- implement appropriate technical and organisational security measures;
- delete the data of non-placed Candidates when no longer necessary, and in any event within 12 months of the Introduction, unless the Candidate has consented to longer retention.

9.4 **Breaches.** Each Party shall notify the other without undue delay, and in any case within 48 hours of becoming aware of it, of any personal data breach affecting data received from the other Party.

10. CONFIDENTIALITY

10.1 Each Party shall keep confidential all non-public information received from the other Party, including Candidate data, rates, client lists and business methods, and use it solely for the performance of this Agreement.

10.2 This obligation does not apply to information that:

(a) is or becomes public other than through a breach of this Agreement;

(b) was lawfully known to the receiving Party before disclosure; or

(c) must be disclosed by law or by order of a competent authority.

10.3 This Clause survives termination for three (3) years.

11. WARRANTIES AND COMPLIANCE

11.1 The Provider warrants that:

(a) it is duly registered under Hungarian law and holds all registrations and permits required for the services it performs under this Agreement;

(b) it will present Candidates in good faith and accurately, based on the information available to it.

The Provider does not guarantee the performance, conduct or continued availability of any Candidate.

11.2 The Client warrants that:

(a) it holds, and will maintain throughout the term of this Agreement, all registrations, certifications and licences required in its country to employ and/or place temporary workers. This includes, where applicable, Chamber of Commerce registration as a temporary employment agency, NEN 4400-1/SNA certification, a licence under the Dutch WTTA from its effective date, and/or a German AÜG permit;

(b) it will employ all placed Candidates lawfully, with written contracts and correct wage and social security administration.

11.3 Each Party shall promptly inform the other of any loss, suspension or revocation of a registration, certification or licence relevant to this Agreement.

11.4 **Anti-bribery.** Each Party shall comply with applicable anti-bribery and anti-corruption laws.

11.5 **Indemnity.** The Client shall indemnify the Provider against all claims, fines and liabilities arising from the Client's role as employer of placed Candidates, including claims under Clause 2.2.

12. LIABILITY

12.1 Neither Party is liable for indirect or consequential loss, loss of profit or loss of business, except in cases of wilful misconduct or gross negligence.

12.2 The Provider's total liability under this Agreement in any calendar year is limited to the total Commission paid to it in the twelve (12) months preceding the event giving rise to the claim.

12.3 Nothing in this Agreement limits liability that cannot be limited by law, including liability for wilful misconduct, gross negligence, or death or personal injury caused by negligence.

13. TERM AND TERMINATION

13.1 **Term.** This Agreement takes effect on the date of the last signature and continues for an indefinite period.

13.2 **Ordinary termination.** Either Party may terminate this Agreement by giving 30 calendar days' written notice.

13.3 **Termination for cause.** Either Party may terminate this Agreement with immediate effect by written notice if the other Party:

- **(a)** materially breaches this Agreement and fails to remedy the breach within 10 Business Days of written notice; or
- **(b)** becomes insolvent, enters liquidation or bankruptcy, or ceases business; or
- **(c)** loses a registration or licence required for performing this Agreement.

13.4 **Effect of termination.** Termination does not affect:

- **(a)** Commission for Placements made before termination, which continues to accrue and be payable for the remainder of each Commission Period;
- **(b)** the Non-Circumvention obligations for all Candidates Introduced before termination; and
- **(c)** Clauses 4, 6, 7, 8, 9, 10, 11.5, 12 and 15, which survive termination.

14. NOTICES

14.1 Notices under this Agreement shall be in writing and sent by e-mail with confirmation of receipt, or by registered post, to:

Provider	Révész Attila Tamás (Nexus Workforce) · E-mail: info@nexusworkforce.hu · Phone / WhatsApp: +36 20 543 4920
Client	_____, _____ · E-mail: _____ · Phone: _____

14.2 Day-to-day operational communication (orders, Introductions, feedback) may take place by e-mail or WhatsApp.

15. GOVERNING LAW AND DISPUTES

15.1 This Agreement is governed by the laws of Hungary, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

15.2 The Parties shall first try to resolve any dispute amicably within 30 days of written notice of the dispute.

15.3 If the dispute is not resolved amicably, the competent courts of Budapest, Hungary have exclusive jurisdiction.

16. GENERAL PROVISIONS

16.1 **Entire agreement.** This Agreement, including its Annexes, constitutes the entire agreement between the Parties on its subject matter. It supersedes all prior agreements and understandings, including any terms and conditions of either Party.

16.2 **Amendments.** Amendments are valid only if made in writing and signed by both Parties.

16.3 **Severability.** If any provision is held invalid or unenforceable, the remaining provisions remain in force. The invalid provision shall be replaced by a valid provision that comes closest to its economic intent.

16.4 **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Either Party may, however, assign its right to receive payment.

16.5 **Waiver.** No failure or delay in exercising any right constitutes a waiver of that right.

16.6 **Language.** This Agreement is available in English, Hungarian and German. The English version is the binding version and prevails in case of any discrepancy.

16.7 **Counterparts and electronic signature.** This Agreement may be executed in counterparts and signed electronically, including by qualified or advanced electronic signature under Regulation (EU) No 910/2014 (eIDAS). Each counterpart constitutes an original.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorised representatives.

PROVIDER

Révész Attila Tamás e.v.
(Nexus Workforce)

Signature

Name: Révész Attila Tamás

Title: Owner / Sole Proprietor

Place:

Date:

CLIENT

Signature

Name:

Title:

Place:

Date:

ANNEX A – COMMISSION SCHEDULE

Commission per Worked Hour, in EUR, excluding VAT (reverse charge):

Category A – General / Production / Packaging	Production line workers, packers, order pickers (manual) · EUR 0.80 per Worked Hour
Category B – Logistics / Material Handling	EPT operators, reach truck / forklift drivers, warehouse operators · EUR 1.00 per Worked Hour
Category C – Technical / Skilled Trades	Electricians, HVAC / building services technicians, other qualified tradespeople · EUR 1.50 per Worked Hour
Commission Period	52 weeks from each Candidate's Start Date (Clause 1.7)
Invoicing cycle	Monthly (weekly where agreed under Clause 6.2)
Payment term	14 calendar days from invoice date
Liquidated damages (Clause 7.4(b))	EUR 1,000 per circumvented Candidate

Additional role categories or project-specific rates may be agreed in writing and added to this Annex.

ANNEX B – STANDARD CANDIDATE PROFILE

Provided with each Introduction:

- Candidate name and Introduction reference number
- Role applied for / role category (A / B / C)
- Relevant work experience (employers, roles, duration)
- Qualifications, certificates and licences (e.g. trade certificate, forklift licence, VCA, driving licence)
- Language level: English / German / Dutch (self-declared and Provider-assessed)
- Availability / earliest start date
- Shift and accommodation preferences (e.g. travelling as a couple, shared room acceptable)
- Provider's screening notes and interview summary
- Confirmation of the Candidate's consent to the transfer of personal data to the Client