



**EFFECTIVE: December 1, 2019**

## **Experian Recruiting Agreement**

This Recruiting Agreement (this "Agreement") is entered into by and between Experian Services Corp., having a place of business at 475 Anton Blvd., Costa Mesa, CA 92626 ("Experian"), and the entity that has agreed to be bound by this Agreement in connection with the process of onboarding such entity as a supplier of Experian ("Agency"); each sometimes referred to hereinafter as a "Party" and jointly as the "Parties."

AGENCY'S REGISTRATION AS A SUPPLIER OF EXPERIAN SHALL BE DEEMED TO BE AGENCY'S ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. EXPERIAN RESERVES THE RIGHT TO MODIFY THE TERMS AND CONDITIONS OF THIS AGREEMENT AT ANY TIME, WHICH SHALL BE COMMUNICATED TO SUPPLIER BY POSTING AT <http://www.experian.com/corporate/suppliers.html>.

**WHEREAS**, the Parties wish to engage Agency to search and recruit job candidates for Experian and Agency wishes to provide such services. This Agreement shall not be construed as an exclusive contract. Experian may fulfill its requirements from the supplier(s) of its choice. This Agreement does not constitute a warranty, guarantee, or commitment to interview, offer, or hire any candidate presented by Agency or otherwise utilize Agency's services.

**NOW, THEREFORE**, in consideration of the Parties' mutual covenants and agreements set forth herein, and for other good, valuable and adequate consideration received, the Parties agree as follows:

1. **DEFINITIONS.** When used herein as capitalized terms, whether in singular or plural, the following terms have the following meanings:
  - 1.1 "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a Party to this Agreement.
  - 1.2 "Effective Date" means the date set forth on the first page of this Agreement, or where no date is specified the earlier of the following: (a) the date of the last signature to the signature page of this Agreement or (b) the date of the first purchase order issued pursuant to this Agreement.
  - 1.3 "Law" means any federal, local or foreign law, order, statute, rule, regulation, ordinance or other act of a legally binding nature.
  - 1.4 "Talent Acquisition Partner" means an Experian human resource member responsible for initiating engagement with an agency to augment search efforts on behalf of Experian.
2. **SERVICES.** When deemed necessary by the Talent Acquisition Partner to initiate a search, Talent Acquisition is the responsible party to engage Agency and will provide written direction to Agency to provide non-exclusive recruiting services to identify appropriate and qualified candidates for a specified position. In its request, Experian shall provide Agency with information regarding the specified position, including job title and relevant selection criteria and requirements of the position to be filled. Written directions may be via email or by other electronic means.
  - 2.2 Agency shall screen and select candidates based on Experian's selection criteria and unless otherwise expressly agreed with Experian's Talent Acquisition Partner will prior to presenting the selected candidate to Experian: (a) confirm that the selected candidate(s) have a basic understanding of the position, (b) confirm the selected candidate's(s') qualifications for the position, (c) undertake a preliminary interview of each candidate to be presented to Experian, and (d) coordinate the scheduling of interviews with selected candidate presented by Agency to Experian.
  - 2.3 All Agency referrals shall be made to the Talent Acquisition Partner set forth in the written request for services. Agency shall not refer a candidate to Experian unless it has received a written request from an Experian Talent Acquisition Partner. A candidate's referral date shall be the date the Agency presented the appropriate Talent Acquisition Partner with the candidate's resume.
  - 2.4 Agency acknowledges that this Agreement is non-exclusive and does not bind Experian to use Agency services, and Experian may, in its sole discretion, and without any limitation whatsoever, solicit candidates from other sources, including, but not limited to, other agencies. Any position submitted to Agency may be filled by Experian without notice to Agency unless Agency referred the candidate selected for employment at Experian and is entitled to payment of a placement fee pursuant to the terms of this Agreement.
  - 2.5 Agency shall not contact, nor attempt to contact, any Experian hiring leader or Experian employee concerning any current or future positions or opportunities at Experian, except as specifically authorized in writing by Experian. Experian may terminate this Agreement immediately upon notice in the event Agency contacts or attempts to



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contact Experian employee's in violation of this Section 2.5. The foregoing restriction shall exclude contact or attempted contact with Experian Talent Acquisition Partners.

- 2.6 Agency shall cause its employees, subcontractors, agents and other personnel to abide by the terms of this Agreement, including, but not limited to, the "Ethical Standards" set forth in Section 8.

### **3. TERM/TERMINATION.**

- 3.1 Term. This Agreement shall be effective upon the Effective Date and will remain in effect until terminated by either party as set forth herein.
- 3.2 Termination. Either Party may terminate this Agreement immediately for any reason, or for no reason, without liability to the other, and without prejudice to its other rights, by giving notice to the other Party in writing.
- 3.3 Effect of Termination. Agency shall be paid at the rates set forth in the Agreement for charges incurred through the date of termination, which shall be Agency's sole remedy resulting from such termination. If Experian has made payments in advance, Agency shall refund to Experian within thirty (30) days of the date of termination of this Agreement any amount in excess of the fees due for the services. Agency shall not continue to refer candidates to Experian after the effective date of termination. Notwithstanding any termination of this Agreement, the terms and conditions of this Agreement shall remain in full force and effect with respect to any Agency Referral received by Experian from Agency prior to the date of termination.

### **4. FEES.**

- 4.1 Where a candidate is referred to Experian by Agency as a result of a search engagement and in accordance with the terms of this Agreement, and the candidate is employed by Experian within three hundred sixty-five (365) days of the date of the initial referral by Agency, then Experian will pay Agency a fee of twenty percent (20%) of the hired candidate's first year starting base salary as a referral fee. If Experian identifies a candidate for hire in its database that has been previously referred by Agency within 365 days of being submitted to Experian by Agency, then the fee to the Agency will be ten percent (10%) of the hired candidate's first year starting base salary as a referral fee. For the purposes of this Agreement, a candidate shall be deemed employed by Experian on the first day the candidate reports for work.
- 4.2 Payment shall be due forty-five (45) days from the date of receipt of an invoice in iSupplier at [https://appsext.unify.uk.experian.com:443/OA\\_HTML/AppsLocalLogin.jsp](https://appsext.unify.uk.experian.com:443/OA_HTML/AppsLocalLogin.jsp) or as otherwise provided on the applicable Purchase Order and shall be made electronically (i.e., ACH only). iSupplier is an internet-based, secure and self-serve portal for Supplier to establish a means of communication with Experian in connection with invoices, Purchase Orders, and payments. Supplier shall enter all necessary information in iSupplier for registration. Once registered, Supplier is responsible to maintain supplier record, including banking information and upload and match all invoices to the applicable Experian-issued Purchase Orders. Invoices provided in any other manner will be subject to delay. Supplier may review further details regarding iSupplier features at <http://www.experian.com/corporate/isupplier.html>.
- 4.3 In the event that a candidate hired by Experian pursuant to this Agreement resigns or is terminated within ninety (90) calendar days from the candidate's first day of employment, then the Agency shall refund the fee associated with such candidate. In addition, at Experian's option exercised in writing, Agency may replace the candidate in lieu of refunding the applicable fees.
- 4.4 If Agency refers a candidate to Experian without first receiving a written request from an Experian Talent Acquisition Partner for the position for which the candidate is referred, or if Agency refers a candidate to a department other than the one designated in the written request for services, Experian will not be obligated to pay the Agency any fee or other compensation whatsoever if such candidate is employed by Experian, unless otherwise expressly agreed to in writing by Experian.
- 4.5 Candidates already known to Experian from other sources will not be eligible for a placement fee or other compensations whatsoever will be paid by Experian to Agency regarding the same candidate, for a term of one (1) year from the date of the most recent contact made by Experian to candidate.
- 4.6 Experian is not responsible for any expenses incurred by Agency, unless otherwise agreed in writing.

### **5. CONFIDENTIALITY.**

- 5.1 Agency shall keep all Confidential Information of Experian and/or its Affiliates strictly confidential and shall protect such Confidential Information from any use, reproduction, publication, disclosure, or distribution except as specifically authorized by this Agreement.
- 5.2 Agency shall disclose such Confidential Information of Experian and/or its Affiliates to its employees, agents and subcontractors solely on a need-to-know basis for the purpose of discharging its obligations to Experian hereunder.



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Agency shall cause such employees, agents and subcontractors to become bound by the obligations of confidentiality that bind Agency hereunder and Agency shall be liable for any failure by such employees, agents and subcontractors to maintain such confidentiality.

- 5.3 The above-stated obligations of confidentiality do not apply to the extent such information is (a) already in the public domain or becomes publicly available through no breach of this Agreement by the recipient; or (b) required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body; provided that immediately upon receiving any such request Agency promptly notifies Experian in writing of such requirement to enable Experian to seek a protective order to protect the confidentiality of such information, take action to assure confidential handling of the Experian Confidential Information, or take such other action as it deems appropriate to protect the Experian Confidential Information.
- 5.4 In the event of any disclosure or inability to account for any Experian Confidential Information, Agency shall promptly notify Experian and shall assist Experian in remedying same. Agency's rendering of assistance does not alleviate any obligation of Agency hereunder, nor does acceptance of such assistance constitute a waiver by Experian of any breach hereunder.
- 5.5 Agency acknowledges that any unauthorized disclosure or use of the Confidential Information shall be a material breach of this Agreement and would result in irreparable harm and significant injury to Experian, the degree of which may be difficult to ascertain. Therefore, it is agreed that, in addition to any other remedies that may be available to Experian upon any such violation or threatened violation hereof, Experian shall have the right to enforce this Agreement by seeking specific performance, injunctive relief or by any other means available to Experian at law or in equity and Agency hereby waives any requirement for the security or posting of any bond in connection with such enforcement.

**6. EXPERIAN EMPLOYEES.** Agency agrees that it shall not directly or indirectly solicit any employee of Experian, either for itself or for any other person or entity, which Agency comes in contact with as a result of any recruiting efforts done pursuant to this Agreement. This clause shall remain in effect for the duration of this Agreement, and for one (1) year following the termination of this Agreement. Breach of this provision shall be immediate cause for termination of the Agreement and Experian reserves the right to pursue all other legal or equitable remedies that may be available to Experian. For the purposes of this provision, "solicit" shall not be deemed to include broad based recruiting efforts, including, but not limited to, help wanted advertising and posting of open positions on a Party's Internet website.

**7. MUTUAL INDEMNITY.** Each party shall indemnify and hold harmless the other and their respective successors, assigns, officers, directors, agents, affiliates, subsidiaries, parent company, and employees from and against all liabilities, losses, damages, costs, expenses, actions, claims and demands whatsoever, including reasonable attorneys' fees, suffered or asserted against the other Party which result directly or indirectly from any negligent, willful, reckless or wrongful act or omission of the other Party, its employees, representatives or agents, under this Agreement, or from any breach of its representations and warranties or its obligations of confidentiality herein. These obligations shall survive the termination or expiration of the Agreement.

**8. ETHICAL STANDARDS.**

8.1 Agency shall conduct their business activities in such a manner to advance social and environmental responsibility and business ethics in compliance with all Applicable Law. In furtherance of the foregoing Agency shall: (i) not employ any person under the age of 15 (or 14 where the Applicable Law of the country permits) or under the age for completing compulsory education, or under the minimum age of employment, whichever is greatest; (ii) use forced labor or involuntary labor in any form (e.g. bonded, indentured, or involuntary prison labor), nor shall personnel be required to lodge papers or deposits; (iii) provide a safe and healthy workplace environment and shall take effective steps to prevent potential occupational accidents; (iv) respect the rights of all personnel to form and join trade union(s) and bargain collectively without negative consequences or retaliation from Agency; (v) not discriminate in hiring or employment practices on grounds of race, nationality or territorial or social origin, gender, sexual orientation, family responsibilities, marital status, political affiliation, age, pregnancy, disability or any other condition that could give rise to discrimination; (vi) treat all personnel with dignity and respect and shall not engage in or support the use of corporal punishment, mental or physical coercion or verbal abuse of personnel; (vii) comply with collective bargaining agreements (where applicable) and industry standards on working hours, breaks and public holidays; (viii) comply with all applicable wage and hour laws and regulation, and provide legally mandated benefits; (ix) act in such a way to protect and preserve the environment, including complying with all industry standards; and (x) shall comply with all Applicable Law on bribery, corruption, and prohibited business practices.

8.2 Agency will comply with the above standard of conduct ("Code of Conduct") and shall implement processes and procedures which demonstrate how Agency manages compliance with the Code of Conduct. Agency shall maintain



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all documentation as necessary to demonstrate compliance with the Code of Conduct, and will provide Experian with access to such documentation upon Experian's written request (or alternatively provide clear and accurate responses to requests from Experian regarding Agency's compliance with the Code of Conduct, regulatory requirements, and business or employment practices).

- 9 ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous letters of intent, agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee, or representative of either party relating to the same subject matter, including without limitation any standard terms and conditions of Agency. No amendment or modification of this Agreement shall be valid or binding unless it is made in writing and signed by an authorized representative of each Party. A waiver of any breach or provision of this Agreement shall only be effective if it is made in writing and signed by an authorized representative of the Party who is waiving the breach or provision. Any waiver so given shall not be deemed a waiver of that provision generally or any subsequent breach and shall not affect the enforceability of any other term of this Agreement. To the fullest extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable Law. If any provision of this Agreement is finally determined to be invalid or unenforceable such provision shall be deemed to be severed from this Agreement and every other provision of this Agreement shall remain in full force and effect.
- 10 INTERPRETATION.** Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. Wherever the words "including", "include", "includes", or "included" are used they shall be deemed to be followed by the words "without limitation" unless the context otherwise requires. The headings and pronouns contained herein are for convenience and ease of reference only and shall not affect the construction or interpretation of this Agreement. No Party shall be deemed the drafter of this Agreement for purposes of construing the provisions of this Agreement, and all provisions of this Agreement shall be construed in accordance with their fair meaning, and not strictly for or against any Party.
- 11 RELATIONSHIP OF THE PARTIES.** Agency is an independent contractor and is not an employee, agent, partner, joint venture, or legal representative of Experian. Nothing in this Agreement is intended to, or shall, operate to create a partnership or joint venture of any kind between Agency and Experian, nor authorize either Party to act as agent for the other. Neither Party has the authority to act in the name or on behalf of, or otherwise bind, the other Party in any way.
- 12 PUBLICITY.** Agency shall not publicly disclose, including in any advertising or marketing materials or any press release or statement (i) the existence or terms of this Agreement or (ii) the existence of any services or provided hereunder, without prior written consent from Experian's Vice President of Global Sourcing and/or Vice President of Public Affairs, which may be withheld in Experian's sole discretion.
- 13 COMPLIANCE WITH LAW.** The services performed by Agency shall comply with applicable Law. Agency shall be solely responsible for any and all fees, penalties and interest, which result from Agency's failure to comply with such applicable Law.
- 14 ASSIGNMENT.** Agency shall not assign, delegate, or otherwise transfer this Agreement or any of its rights under it, or purport to do any of these things, or any interest relating to this Agreement without the prior written approval of Experian. Any attempted assignment, delegation or transfer by Agency without such approval shall be null and void ab initio. Experian may assign, transfer, sub-license or deal in any other manner with this Agreement or any of its rights under it to its Affiliates or subsequent owner without the prior written consent of Agency. This Agreement is binding upon and inures to the benefit of the parties and their permitted successors and assigns.
- 15 COUNTERPARTS.** Either the originals or copies, including facsimile transmissions, of this Agreement, may be executed as counterparts, each of which is deemed an original and all of which constitute one and the same agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Party to this Agreement.
- 16 GOVERNING LAW.** This Agreement shall in all respects (including without limitation in respect of its validity, interpretation, construction, performance and enforcement) be governed by and construed in accordance with the laws of



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the State of California in the United States of America, without regard to its conflicts of law doctrine. The Parties hereby submit and agree to the exclusive jurisdiction and venue of the federal and state courts of the State of California located in the County of Orange. Agency shall maintain a registered agent for service of process with a street address in the state of California or the state of its primary location. The prevailing Party shall be entitled to all expenses, including attorneys' fees and costs, incurred in connection with any dispute hereunder.

- 17 NOTICES.** Any notices (including requests, demands or other communication) to be sent by one Party to the other in connection with this Agreement shall be in writing and shall be delivered personally, by reputable overnight courier, by special delivery post (or equivalent service offered by the postal service from time to time), by facsimile transmission or by electronic mail, to the addresses of each Party as set out on the first paragraph of the first page of this Agreement or as otherwise notified in accordance with the provisions of this section. Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above. Notice shall be deemed to have been duly given as follows: (a) upon delivery if delivered personally or by reputable overnight courier; (b) five (5) days after the date of posting if sent by post; (c) if sent by facsimile transmission or electronic mail (to Experian at: [NAProurement@experian.com](mailto:NAProurement@experian.com) and to Agency at the email address on Agency's supplier record) upon electronic confirmation of receipt.
- 18 THIRD PARTY RIGHTS.** Persons or entities who are not a Party to this Agreement (other than Experian's Affiliates, as applicable) shall not have any rights under this Agreement and the parties hereby agree that nothing in this Agreement shall be construed as creating a right that is enforceable by any person or entity that is not a Party to this Agreement or a permitted assignee of such Party.
- 19 ADVICE OF LEGAL COUNSEL.** Each Party acknowledges, represents and warrants that it has consulted with and has obtained the advice and counsel of its attorney and that each has executed this Agreement voluntarily after careful and independent investigation, free from any fraud, duress, coercion or undue influence of any kind, without relying upon any statements, representations or warranties, written or oral, as to any law or fact made by any other party, not expressly set forth herein.
- 20 AUDITS.** Agency shall maintain complete and accurate records relating to its performance under this Agreement. During the Term of this Agreement and for a period of five (5) years following termination hereof, Experian or its designated agent shall, during normal business hours, have reasonable access and the right to conduct reviews and inspections of Agencies to assess compliance with this Agreement. As a condition of such audit, Experian shall provide reasonable notice to Agency and shall keep, and ensure that its designated agent agrees to keep, Agent's Confidential Information in confidence and shall not disclose any Confidential Information obtained solely through the audit without the express written consent of Agency.
- 21 SERVICE LEVEL AGREEMENT (SLA'S).**
- 21.1 Agency representative(s) will:
    - 21.1.1 Participate in kick-off call initiated by Talent Acquisition Partner and Hiring Manager to start the search.
    - 21.1.2 Participate in a weekly update call with Talent Acquisition Partner to discuss status of search, candidates in the pipeline, etc.
    - 21.1.3 Provide market data and research during recruiting process relevant to the search.
    - 21.1.4 Ensure all candidate submissions are made via Experian's applicant tracking system unless the search is deemed confidential by the Talent Acquisition Partner.
    - 21.1.5 Each candidate submission will include a summary of candidate's attributes and how they align to the job. In addition, submissions will include but are not limited to the following information:
      - a. Candidate's familiarity with Experian;
      - b. Explanation of each career move and reasons why they moved/changed/left the company;
      - c. Describe their strengths or what differentiates them from others in the field;
      - d. Proof of authorization to work in the US; and
      - e. Current Compensation details, to include specifics on bonus target vs. actual payout received, timing of bonus pay out, stock or stock options, other compensation or perquisites, salary history (especially for sales candidates) and vacation.



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**22 KEY PERFORMANCE INDICATORS (KPI'S).**

- 22.1 KPI's will be evaluated and reviewed with Agency on a bi-annual basis and will include the following:
  - 22.1.1 Average satisfaction with the overall services received based upon survey data of a minimum of 4.0 (5 point scale).
  - 22.1.2 A minimum of 80% of candidates presented accepted by hiring manager for interviews.
  - 22.1.3 Target Time to Fill of <50 days from the kick off meeting to offer acceptance.
  - 22.1.4 99% successful search engagements ending in a placement (excluding searches cancelled by Experian).
  - 22.1.5 100% adherence to the terms of this Agreement.