CLIP Executive Select

CLIENT TERMS & CONDITIONS

These Terms apply when a company requests, receives or proceeds with an introduction to a professional represented by CLIP Training & Consultancy N.V. (“CLIP”). By requesting or accepting an introduction, the Client agrees to these Terms.

1. Service

CLIP Executive Select is a curated talent representation service for senior professionals, executives and scarce specialists. CLIP screens and presents selected talent and controls the introduction process. A profile or introduction does not constitute a guarantee of availability, suitability or appointment.

2. Request for Introduction

A Client may request an introduction to a listed professional. CLIP may first verify the Client, role, compensation, location and other relevant conditions. The professional will be informed of the opportunity before any personal introduction is made. CLIP may decline an introduction at its discretion.

3. Introduction Fee

Where a Client requests an introduction, CLIP will first present the opportunity to the selected professional. No Introduction Fee is payable where the professional declines the opportunity or does not wish to proceed. Where the professional confirms that they wish to engage in a conversation with the Client and CLIP proceeds with the formal introduction, the Client shall pay CLIP an Introduction Fee. The applicable amount shall be communicated by CLIP and agreed with the Client in writing before the introduction proceeds. Where the introduced professional is subsequently engaged by the Client and a Placement Fee becomes payable, the Introduction Fee shall be credited in full against the Placement Fee. If no placement results after the formal introduction has taken place, the Introduction Fee remains payable and is non-refundable.

4. Placement Fee

For a permanent placement, the Client shall pay CLIP a placement fee equal to 20% of the professional’s agreed gross annual income. The fee becomes payable when the professional accepts an offer or otherwise agrees to be engaged by the Client. Any Introduction Fee already paid in relation to that professional shall be deducted in full from the Placement Fee. CLIP will invoice the Client in accordance with the payment terms stated on the invoice.

5. 18-Month Introduction Protection

A formal introduction made by CLIP is protected for 18 months from the date of introduction. If, during that period, the Client or any affiliated, related or associated entity hires, contracts, appoints or otherwise engages the introduced professional, directly or indirectly, the applicable CLIP placement fee remains due. This applies even if the engagement occurs for a different role or under a different contractual structure.

6. Interim & Consulting Engagements

Where a professional is engaged on an interim, consulting, project or hourly basis, CLIP will agree the commercial structure separately with the Client. This may include an hourly margin, markup, brokerage fee, Talent on Demand arrangement or another agreed structure.

7. Confidentiality & Non-Circumvention

Public profiles may be anonymous. Information provided by CLIP about a professional is confidential and may only be used for evaluating the relevant opportunity. The Client shall not use CLIP information to identify, approach or engage a professional outside the CLIP process in order to avoid CLIP’s fee or involvement.

8. Client Responsibility

The Client remains responsible for its own interviews, reference checks, background checks, work-permit requirements, employment decisions and contractual due diligence. CLIP relies partly on information supplied by the professional and does not warrant that every statement is independently verified unless expressly stated.

9. Data & Privacy

The Client shall handle personal data received through CLIP confidentially and only for the recruitment or engagement purpose for which it was disclosed. Personal information may not be shared with third parties without a legitimate business need or the professional’s/CLIP’s consent, as applicable.

10. Governing Law

These Terms are governed by the laws of the Republic of Suriname. Any dispute should first be addressed in good faith between the parties before formal proceedings are initiated.