

Recruitment Services Terms & Conditions

FOGS Consultants – Recruitment & Talent Acquisition

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These Terms & Conditions govern the recruitment and talent acquisition services provided by FOGS Consultants to client organisations engaging us for permanent hiring, staffing, RPO, campus hiring, international recruitment or related HR consulting. They apply generally to every recruitment Assignment unless expressly varied in writing for that Assignment.

■ These are general Terms — not your specific commercial agreement

Commercial terms are confirmed separately in the applicable proposal, quotation, engagement confirmation or client agreement. These general Terms & Conditions should be read together with that document. Where specific written commercial terms apply, those terms govern the relevant Assignment to the extent stated therein.

1. Scope of Services

FOGS Consultants (“FOGS”, “we”, “us”) provides recruitment and talent acquisition services to client organisations (“Client”), including permanent recruitment, executive search, contract and temporary staffing, recruitment process outsourcing (RPO), campus hiring, international recruitment and related HR consulting, as more particularly described in the applicable proposal, quotation or engagement confirmation issued for a specific assignment (an “Assignment”). These Terms & Conditions (“Terms”) set out the general basis on which FOGS provides such services and apply to every Assignment unless expressly varied in writing.

2. Client Responsibilities

Client shall:

- Provide accurate and complete information about the role(s) to be filled, including job description, required qualifications, experience, compensation range, work location and reporting structure;
- Respond to candidate submissions, feedback requests and interview scheduling within a reasonable time;
- Conduct interviews and communicate hiring decisions promptly; and
- Ensure that any offer extended to a candidate introduced by FOGS is made in good faith.

3. Candidate Submission & Introduction

A candidate is deemed “introduced” by FOGS when their profile, resume or details are shared with Client in writing (by email, platform notification or otherwise) for a specific Assignment, or when FOGS arranges an interview or interaction between Client and the candidate. FOGS maintains records of the date and manner of each introduction.

4. Candidate Ownership / Protection Period

A candidate introduced by FOGS for an Assignment is treated as FOGS's candidate for that Client for a protection period stated in the applicable proposal or engagement confirmation (the “Protection Period”). If Client hires an introduced candidate — directly or through another channel — within the Protection Period, the Recruitment Fee becomes payable in accordance with these Terms.

5. Recruitment Fee & Taxes

A Recruitment Fee is payable by Client for each successful hire arising from a FOGS introduction, calculated as agreed in the applicable proposal, quotation or engagement confirmation. All fees are exclusive of applicable taxes (including GST), which are charged additionally as per prevailing law. Specific fee amounts, percentages and structures are confidential commercial terms and are not published in this document.

6. Fee Trigger & Payment

The Recruitment Fee becomes due on the candidate's date of joining (or such other trigger event stated in the engagement confirmation, such as offer acceptance). Invoices are payable within the payment period specified in the applicable commercial terms. Late payments may attract interest and/or suspension of ongoing search activity for the Client, at FOGS's discretion.

7. Replacement / Guarantee

Where a replacement guarantee is offered for an Assignment, and the placed candidate resigns, is terminated for cause, or does not complete probation within the guarantee period stated in the engagement confirmation, FOGS will use reasonable efforts to source a suitable replacement candidate at no additional Recruitment Fee, subject to the exclusions in Section 8 and to Client fulfilling its responsibilities under Section 2.

8. Exclusions from Replacement Guarantee

The replacement guarantee does not apply where:

- The candidate's exit results from a change in role, compensation, reporting structure or work location not disclosed at the time of the Assignment;
- Client materially changes the job requirements after placement;
- The candidate is made redundant, retrenched, or the role is eliminated;
- Client fails to pay the Recruitment Fee within the agreed payment period; or
- The vacancy is not re-opened with FOGS on substantially the same terms.

9. Direct Hiring & Non-Circumvention

Client agrees not to circumvent FOGS by engaging a candidate introduced by FOGS through a different entity, subsidiary, staffing vendor or individual for the purpose of avoiding the Recruitment Fee. Any such engagement within the Protection Period will be treated as a hire under Section 4, and the Recruitment Fee shall apply.

10. Existing Candidate Exception

The non-circumvention obligation in Section 9 does not apply where Client can demonstrate, with documented evidence predating the FOGS introduction, that the candidate was already known to Client, already in Client's own recruitment pipeline, or was independently sourced by Client prior to FOGS's introduction.

11. Candidate Information & Confidentiality

Candidate resumes, profiles and personal information shared by FOGS are provided solely for evaluation of the candidate for the specific Assignment. Client shall not share candidate information with third parties, use it for any other role without FOGS's consent, or retain it beyond a reasonable evaluation period without the candidate's consent.

12. Candidate Data & Privacy

FOGS collects and processes candidate personal data (including resumes, contact details and interview feedback) for the purpose of matching candidates to roles and facilitating the recruitment process, in accordance with FOGS's Privacy Policy (available at recruitment.fogsconsultants.com). Client, as a recipient of candidate data for

evaluation purposes, agrees to handle such data securely and in compliance with applicable data protection law, and to use it only for the purpose for which it was shared.

13. Background Verification & Hiring Decision

Where background verification (BGV) services are part of an Assignment, they are conducted on the basis of information provided by the candidate and available third-party sources, and are subject to the limitations described in the applicable BGV report. The final hiring decision, and responsibility for it, rests solely with Client.

14. No Guarantee of Selection

FOGS uses professional judgement, AI-assisted screening and market expertise to identify and present suitable candidates, but does not guarantee that any candidate will be selected, that a role will be filled within a specific timeframe, or that a specific number of candidates will be sourced, unless expressly agreed in writing for a particular Assignment.

15. Offer, Joining & Candidate Withdrawal

Client shall promptly inform FOGS of any offer extended, accepted, declined or withdrawn, and of the candidate's actual date of joining. FOGS is not liable for a candidate's decision to withdraw from an offered role, negotiate independently with Client, or not join after acceptance, provided FOGS has acted diligently in the introduction and coordination process.

16. Changes to Assignment

Any material change to the scope, level, compensation band or requirements of an Assignment after work has commenced should be communicated to FOGS in writing, and may result in a revised timeline, fee structure or Protection Period, to be agreed between the parties.

17. Confidential Searches

Where Client designates an Assignment as confidential, FOGS will take reasonable steps to protect the identity of Client and the nature of the search when approaching candidates, subject to what is reasonably necessary to attract suitable candidates.

18. Limitation of Liability

To the maximum extent permitted by law, FOGS's aggregate liability arising out of or in connection with an Assignment shall not exceed the Recruitment Fee actually paid by Client for that Assignment. FOGS shall not be liable for indirect, incidental or consequential loss, including loss of business, profits or opportunity, arising from a candidate's performance, conduct or continued employment after joining.

19. Termination

Either party may terminate an ongoing Assignment by written notice, as specified in the applicable engagement confirmation. Termination does not affect fees already accrued for candidates introduced or hired prior to the effective date of termination, nor does it affect obligations under Sections 9–12 (Non-Circumvention, Confidentiality and Data Privacy), which survive termination.

20. Dispute Resolution & Governing Law

These Terms, and any Assignment governed by them, shall be governed by the laws of India. The parties shall first attempt to resolve any dispute amicably through good-faith discussion. Failing resolution within 30 days, disputes shall be subject to arbitration under the Arbitration and Conciliation Act, 1996, seated in Ernakulam, Kerala, with the courts at Ernakulam, Kerala having exclusive jurisdiction over matters not subject to arbitration.

21. Amendments & Precedence

FOGS may update these general Terms from time to time; the version and effective date in force at the time an Assignment commences shall apply to that Assignment unless expressly superseded. Where a specific, signed commercial proposal, quotation, engagement confirmation or client agreement conflicts with these general Terms, the specific written document shall govern to the extent of the conflict.

22. Acceptance

Formal acceptance of these Terms for a specific Assignment occurs when Client signs, digitally accepts, or otherwise confirms in writing an applicable proposal, quotation or engagement confirmation referencing these Terms — not merely by viewing this document. Continuing to engage FOGS's recruitment services for an Assignment after receiving a proposal referencing these Terms constitutes acceptance of these Terms for that Assignment.

■ Public information vs. formal acceptance

This document is provided for general public information and reference. It does not, by itself, constitute a signed agreement or formal acceptance of a client-specific recruitment engagement. Formal acceptance takes place through the applicable signed or written engagement process for that Assignment.

Contact — Questions about these Terms can be sent to hire@fogsconsultants.com. FOGS Consultants, Recruitment & Talent Acquisition, 19/274, Beth Shalom, Kongorpilly, Kerala – 683518. License No.: BFIF01-G070203-00047-2026 | Udyam: UDYAM-KL-02-0111828 | GSTN: 32AVFPT5755K1Z4.
recruitment.fogsconsultants.com/recruitment/terms-and-conditions