

# Recruitment services agreement

v.9.3

**manfred**

# At Manfred, we aren't your average recruiters. Here's what makes us stand out.

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## **We are (very) transparent:**

Recruiting has traditionally been characterized by opacity and mistrust among everyone involved. We base our business model on building relationships of trust that go way beyond closing business deals.

**You will receive all the latest information about what we do and how we get it done.**



## **Our work revolves around people:**

We have our own database of highly qualified professionals who have trusted us to manage their careers. We're quicker than other recruiters because we don't search for candidates, we select them.

**We will present you with great candidates in under 10 days.**



## **We have technical backgrounds:**

We're not just recruiters, we're also programmers. We speak both languages. This gives us unique insight into the concerns and expectations of professionals and the technical requirements of companies.

**We aren't focused on finding a "shopping list" full of acronyms, but instead on satisfying your real-world needs.**



## **Reality check:**

Our database gives us knowledge not only about how much professionals earn, but also what they hope to gain by taking a professional leap. This helps us act as guides so companies can best adjust their salaries and conditions to the market.

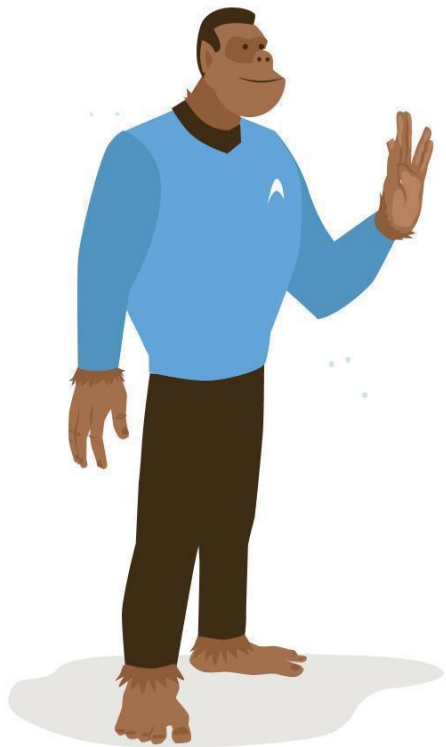
**We make sure your job offer is competitive.**

# 1. Parties

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MANFRED information	
Corporate name	MANFRED TECH S.L.U. (CIF B88364930)
Head office address	Calle Labastida 1, 28034 Madrid
Legal representative	David Bonilla Fuertes (DNI 51067585H)
Email	david@getmanfred.com
Phone number	616 536 370





COMPANY information	
Corporate name	GO4IT, SL
Head office address	Rambla Catalunya, 79 2-2
Legal representative	Oriol Tafenell Silvestre
Email*	oriol@11onze.cat
Phone number*	+34611399515

\*Of the company's legal representative.

Both parties mutually acknowledge that they have the required legal capacity to sign the present agreement.

## 2. Who's who

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**CANDIDATE:** Is the person — of legal age, with full juridical standing and who is legally able to work — who signs up with MANFRED so it can manage his or her professional career, including their participation in hiring processes that meet their professional expectations and goals.



**MANFRED:** That's us, MANFRED TECH S.L.U., the company that you want to hire so we can help you find relevant CANDIDATES for your job postings.



**COMPANY:** That's you, the Company that wants to hire MANFRED to find CANDIDATES with the right skills and experience to cover one or various job openings in your organization



**JOB OFFER and/or HIRING PROCESS:** Sometimes we'll say "job offer" and sometimes we'll talk about "the hiring process," but both terms are referring to the same thing. We like to switch it up a bit, add some pizzazz in our wording so this contract doesn't put you to sleep.

### 3. About this agreement

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The legal nature of this agreement is commercial, and does not establish any type of labor relationship between the COMPANY and MANFRED. This agreement is meant to define:

1. The conditions under which MANFRED will provide the COMPANY with professional profiles of CANDIDATES to fill certain job openings, with immediate or future incorporation.
2. The information that the COMPANY will share with MANFRED related to its hiring processes in the present or the future.

#### 3.1 MANFRED'S OBLIGATIONS:

##### A. REVIEW THE OFFER:

Given MANFRED'S knowledge of the market and the information provided by the COMPANY, MANFRED will give the COMPANY recommendations regarding the conditions and final specifications for the job offer with the goal of ensuring that the offer is as competitive as possible so as to maximize the number of candidates it may attract.

##### B. PRESENT ONLY SUITABLE AND INFORMED CANDIDATES:

Once the needs of the COMPANY are studied and understood, MANFRED will provide the professional data and contact information of only those CANDIDATES that comply with the requirements of the job offer and are interested in participating in the hiring process.

### **C. KEEP THE COMPANY INFORMED ABOUT THE CANDIDATE'S VIEWS:**

In the case that the candidate is not interested in the job offer, MANFRED will inform the COMPANY about the situation in the spirit of providing the COMPANY with the best information possible so it may improve the job offer and make it more attractive to potential future candidates.

### **D. PROTECT THE COMPANY'S DATA:**

MANFRED is obliged to destroy/return all of the information that it holds regarding the job offer and hiring process presented by the COMPANY once the process is complete, if the COMPANY so demands. This is reflected in clause 5 of the present agreement (CONFIDENTIALITY AGREEMENT).

### **E. PROVIDE AN APPROPRIATE GUARANTEE:**

If the COMPANY hires the CANDIDATE offered by MANFRED but the labor relation comes to an end within three (3) months from the start date, MANFRED will initiate a second and final replacement process to help the COMPANY find another CANDIDATE who can fill the same or equivalent position without any additional cost.

This guarantee is in the spirit of solving a problem deriving from a lack of personnel, and therefore, will not apply if the cause of the termination of the labor relation is the cessation of the activity, department or division in which the candidate has been hired into, or team dissolutions. It will also not apply if the cause of termination is a change in corporate goals or strategy that make the position occupied by the CANDIDATE redundant. Likewise, it will not apply if the replacement process is postponed, due to economic or business interests, by more than a month from the time of the vacancy that activates the guarantee within this clause. Finally, if the COMPANY fills the vacancy with an organic or internal candidate once the replacement process has begun, this guarantee will be considered covered.

## 3.2 THE COMPANY'S OBLIGATIONS

### A. PROVIDE ALL THE INFORMATION NEEDED FOR THE HIRING PROCESS:

The COMPANY will provide MANFRED with information, via the email provided in this agreement or the email of an established MANFRED contact, about the specific conditions of the job opening that it needs to fill, paying special attention to the **requirements the candidates must meet** to fill the position. This could be, merely by way of example (this is not an exhaustive list): technological skills and knowledge, training – degrees/titles, regulated or not – past labor experience, the salary range offered, the working hours, possibility to work remotely or not, etc. It will also provide as much detailed information as possible about the various **phases, assessments, timelines and parties involved in the hiring process**.

### B. KEEP MANFRED INFORMED ABOUT THE PROGRESS OF THE HIRING PROCESS:

To honor the transparency of the hiring process, the COMPANY should keep MANFRED informed about the process of filling the opening(s), and in the case that the CANDIDATE presented by MANFRED isn't hired, the COMPANY commits to giving MANFRED the reasons for why the candidate didn't get the position in a maximum of two (2) weeks. And, if possible, the COMPANY informs MANFRED about what potential actions could help boost the CANDIDATE's possibilities of getting hired in future hiring processes.

### C. NOT TO CONTACT THE CANDIDATE DIRECTLY AND RESPECT HIS/HER PRIVACY:

The CANDIDATE signs up with MANFRED, to which he or she delegates the management of their professional career, not just direct job offers. That's why, except in the case that there has been explicit agreement to negotiate directly with the COMPANY, the COMPANY commits to dealing solely with MANFRED in terms of the negotiation and possible hiring of the CANDIDATE. In any case, if the hiring process that MANFRED is involved in does not result in the hiring of the CANDIDATE,



but in the future, an opening comes up for which his or her profile is desirable, the COMPANY will contact MANFRED only and exclusively to try to fill the job opening with the CANDIDATE.

**D. DATA PROTECTION:**

The COMPANY is obliged to destroy/return all of the information that it holds regarding the CANDIDATE that was presented by MANFRED – including that which was facilitated by the CANDIDATE or MANFRED – if and when the hiring process is concluded without hiring said CANDIDATE in order to comply with the legislation in effect regarding the handling of personal data, as reflected in clause 4 of the present agreement (DATA PROTECTION).

**E. AUTHORIZE THE PUBLICATION OF THE JOB OFFER:**

To honor the transparency of the selection process, MANFRED may publish all the relevant information related to the job offer, specifically the identity of the COMPANY, the exact location of the job position and the salary range of the offer.

In the case that, under any circumstance, once the hiring process is initiated, the COMPANY decides not to make either part or the totality of the aforementioned information public, MANFRED will have the right to unpublish the offer and/or close the hiring process; and, in the case that the hiring process continues, MANFRED will charge a 5% supplement to compensate for the added difficulties of closing the process successfully.

**F. RESPECT THE ANNOUNCED SALARY RANGE:**

In the case that the COMPANY offers a CANDIDATE the job position with a salary inferior to the minimum stated in the salary range without having previously agreed to it with MANFRED, MANFRED will charge the COMPANY €500 – indirect taxes not included – which will be donated in full to a not-for-profit organization or association.

#### **G. PAYMENT FOR MANFRED'S SERVICES:**

The COMPANY will pay MANFRED, five hundred (500) euros for its consultancy and benchmarking work, to refine the requirements and conditions of the offer, as well as to write and promote the job offer, indirect taxes not included. The payment will be made within 60 days from the date of the publication of the job offer.

Likewise, in the case that one of the CANDIDATES presented by MANFRED is hired by the COMPANY – either within the hiring process or under any other circumstance, within twelve (12) months, beginning from the date that the CANDIDATE'S data were sent to the COMPANY – the COMPANY will pay MANFRED, as a commission, a single payment of **15% of the gross annual salary (fixed salary and the totality of the variable earning potential) that the contracted candidate(s) are set to receive during their first year in the COMPANY**, indirect taxes not included, within a period of no longer than 30 days from the date that the CANDIDATE accepted the job offer.

**No payment in kind will be taken into account** when calculating these commissions, particularly the potential value of the shares, stock options or phantom shares of the COMPANY that will be granted to the CANDIDATE as part of his or her remuneration package.

In the case that one of the CANDIDATES presented by MANFRED is eventually hired by the COMPANY, **the five hundred (500) euro commission for consultancy and benchmarking will be discounted.**

#### **H. ENSURE THE EXCLUSIVITY OF MANFRED'S WORK:**

From the moment that the characteristics of the job offer are provided, and up to one (1) month after said notification, the COMPANY commits to not promoting or disseminating the job offer. Promoting the job offer could take form, for example, in publishing the job offer on one or several job boards or hiring another professional recruitment company to manage the hiring processes entrusted to MANFRED.

At the same time, the COMPANY promises to inform MANFRED of the receipt of organic applications (received directly through its website or social networks, or by recommendation of third parties without financial incentives) for the job offer.

## 4. Data Protection

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MANFRED and the COMPANY commit to complying with all of the obligations imposed by the current regulations regarding the processing of personal data and the free circulation of said data, which is reflected in the EU GENERAL DATA PROTECTION REGULATION (EU) 2016/679 (GDPR) of the European Parliament and of the Council of 27 April 2016 and the ORGANIC LAW 3/2018, from December 5, 2018, regarding the Protection of Personal Data and guarantee of digital rights, which transposes the same law into Spanish legislation.

MANFRED is the data controller, responsible for the possible candidates' data and therefore has the duty to obtain their authorizations to process and share their personal data.

The COMPANY will always act as the data processor, with the aim of studying the data received by MANFRED and using it within the corresponding hiring process(es). As such, the COMPANY commits to updating or eliminating the data within a 24-hour period if it is required by MANFRED in order to comply with the regulations regarding the handling and processing of the aforementioned personal data.

MANFRED and the COMPANY mutually authorize one another to include the other party's data in their corresponding databases. The data will be used solely and exclusively for the execution of this agreement.

## 5. Confidentiality Agreement

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The parties agree that in order to execute this agreement, they each must facilitate or reciprocally reveal certain information and documentation that may be considered confidential information. This may include, amongst other data, information about client lists, financial information, employees, know-how, contractual relations, etc.

MANFRED and the COMPANY, mutually authorize the inclusion of these data in their corresponding databases. Said data will be used solely and exclusively for the execution of this agreement.

The information received by both parties will be protected in compliance with the security measures that the parties demand, and upon the termination of this agreement, returned and/or destroyed, informing the other party that said information has been returned/destroyed. In the case that one of the parties does not voluntarily comply with this obligation within a reasonable timeframe, compliance may be required at their expense, as well as payments to compensate corresponding harm or economic damage.

## 6. Partial invalidity

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Any provision of this contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

## 7. Termination

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This agreement will be terminated under the following situations:

1. By agreement of both parties.
2. By the signing of another agreement of similar nature between the parties.
3. Due to cessation of activity or the dissolution of either party.
4. Due to the supervening impossibility of carrying out this agreement.
5. Due to noncompliance of either party with their contractual obligations.
6. By a unilateral decision made by either party.

In the case that the COMPANY makes the unilateral decision to terminate the agreement, it must:

- Respect the obligations of clause 3.2 derived from the hiring process(es) initiated while this agreement was valid and in effect.
- Pay MANFRED the relevant commissions at the moment of termination.

In the case that MANFRED makes the unilateral decision to terminate the agreement, it must respect the obligations of clause 3.1 derived from the hiring process(es) initiated while this agreement was valid and in effect.

## 8. Applicable law, jurisdiction and competence

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This agreement is regulated by the legal system of Spain.

## 9. Conflict resolution

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The parties submit to arbitration to resolve any controversies derived from this agreement, which will be resolved by the Official Chamber of Commerce, Industry and Services of Madrid's Court of Arbitration, and subsidiarily within the jurisdiction of the courts and tribunals of Madrid.

## Who you'll be working with

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[Leonardo Poza](#)



[Marta Lora](#)



[Raúl Cotrina](#)



[Juan Antonio del Río](#)

Para conocer al resto del equipo, [haz click aquí](#)

## A few of our clients:

**BIMBA Y LOLA**



**orange™**

**Aplazame**

**holaluz**



**MANGO**

**coches.com**

**metricool**



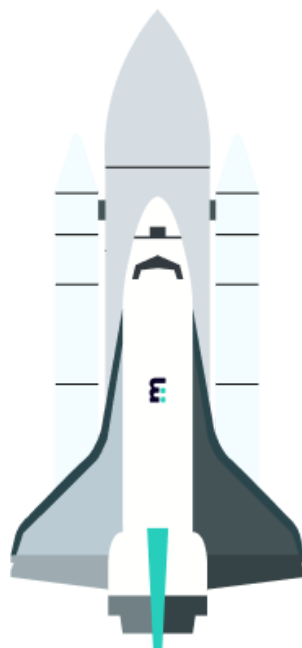
**badi**

**manfred**

The signing of this agreement terminates any agreement of a similar nature previously signed by the parties. As evidence of conformity with the content of this agreement, it is signed by:

**MANFRED**

**The COMPANY**



In Madrid, on 09/11/2021

**manfred**



# Signature Certificate

Document name:

**V9.3\_ENG\_Agreement\_Manfred\_11ONZE**

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## Signatories



**Raul Arribas**

11Onze

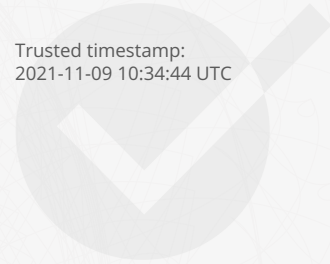
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# Audit log

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