

## General Terms and Conditions (GTC) of Art of Work Personalberatung Ltd.

### 1. APPLICABILITY

The present General Terms and Conditions (GTC) shall apply to all contracts for staff recruitment and searches between Art of Work Personalberatung Ltd. having its domicile in Zurich, Switzerland, („Art of Work“) and the respective client. Any General Terms and Conditions of the client which diverge from or conflict with the GTC of Art of Work do not form part of the contractual relationship unless expressly approved in writing by Art of Work.

### 2. CONCLUSION OF CONTRACT

The contract for staff recruitment and searches between Art of Work and the client is concluded with the written or oral confirmation of the assignment. The written form is fulfilled by transmitting the confirmation of the assignment by telefax or by e-mail. The present GTC shall be signed by the client.

The contract for staff recruitment and searches can also be concluded tacitly without written confirmation, if the client concludes an employment contract with an employee through the agency of Art of Work and for whom Art of Work has sent a recruitment file to the client. The GTC shall apply in all cases.

### 3. CONTENT OF THE CONTRACT

Art of Work shall search for the qualified personnel on assignment and on behalf of the client. To establish the necessary qualifications Art of Work will conduct interviews, career assessments and if necessary qualification tests with candidates. Selected candidates will be proposed to the client for evaluation with a detailed recruitment file. A personal interview with the candidate shall enable the client to make a substantiated hiring decision. Additional information regarding personal impression, references etc. can be provided by Art of Work at request of the client.

### 4. FEES

If an employment contract is concluded between the client and the candidate, the following fee is due to Art of Work which is based on the gross yearly salary of the candidate as agreed in the employment contract according to the table set out below: The fee is due immediately after the conclusion of the respective employment contract.

#### 4.1. Full-time Employment

<u>Gross Yearly Salary</u>	<u>Salary in % of the Gross Yearly Salary</u>
up to CHF 50'000.--/p.a.	10% (excl. VAT)
above CHF 50'001.--/p.a.	12% (excl. VAT)
above CHF 65'001.--/p.a.	15% (excl. VAT)
above CHF 100'001.--/p.a.	20% (excl. VAT)
above CHF 150'001.--/p.a.	25% (excl. VAT)
above CHF 300'001.--/p.a.	according to special agreement

#### 4.2. Part-time Employment

The salary of any part-time employment (in percentage) will be converted to a monthly salary of a full-time employment; the fee is then calculated according to art. 4.1. above. If the part-time employment amounts to less than 75% in relation to a full-time employment, two thirds (2/3) of the fee based on the theoretical gross yearly salary of the full-time employment will be invoiced.

If the client concludes an employment contract with a candidate who has been proposed by Art of Work within a year of the written presentation, the fee as set out in art. 4 is due to Art of Work.

The client is obliged to pay the fee to Art of Work, if he transfers directly or indirectly data pertaining to a candidate to any third party or asks the candidate directly or indirectly to contact any third party.

### 5. REFUND OF FEES / GUARANTEE

If the employment contract between the client and a candidate which has been concluded through the agency of Art of Work is terminated within two months since commencement of the employment, the following percentages of the fee will be refunded:

Termination within the first month:	50%
Termination within the second month:	30%

For the purpose of establishing the termination date, the last day of employment according to the employment contract shall be relevant and not the day of the notice.

### 6. CONDITIONS OF PAYMENT

Art of Work will invoice its fee upon signing of the employment contract. The fee is payable net within 30 days.

### 7. CONFIDENTIALTY

The client is obliged to keep all information (personal and professional) about candidates proposed by Art of Work strictly confidential. The recruitment file sent by Art of Work is the sole property of Art of Work and may not be given directly or indirectly to any third party. In case of breach of confidentiality by the client, Art of Work shall have the right to demand payment of its fee according to art. 4 above. The client shall not contact any current or past employers of candidates without the written consent of the candidate and Art of Work.

### 8. LAW AND JURISDICTION

This contract is subject exclusively to the Laws of Switzerland. Regulating body for the agency business of Art of Work is the Canton of Zurich. **Place of Jurisdiction is Zurich, Switzerland.**

Place/Date: \_\_\_\_\_

Client's signature: \_\_\_\_\_