

# General Terms and Conditions of Recruiting Services

## §1. Purpose of his Terms and Conditions

1) This General Terms and Conditions come into effect between the **International Services Cooperative EXPATEAM seated in Zgorzelec, Poland** [recruiter] and the clients, who takes advantage of its recruiting services.

2) This General Terms and Conditions is the basic regulation of cooperation between contracting parties which object shall be searching for suitable candidates for the position(s), which will be particular specified by the Client in separate *recruiting orders* or are known from earlier cooperation between contracting parties.

## §2. Undertaking of Recruiter

1) Recruiter agrees to use his best efforts to find suitable candidates for the above named positions. Recruiters goal is to save valuable Client time, assist in successful hiring processes, and provide Client access to suitable candidates. Recruiter will actively source, recruit and screen candidates. Recruiters work normally includes, but is not limited to the following:

- a) Initial needs assessment with Client to formulate criteria for candidate selection, position, salary, and location specifics.
- b) Identification of potential candidates through resume database review, networking calls, direct contacts with competitors, receipt of resumes through mail and fax, advertising and leads.
- c) Candidate screening through resume reviews and direct telephone interviews.
- d) Referral of screened and interviewed candidate resumes to Client.
- e) Verification of candidate references, when requested by Client.
- f) Assistance with the coordination and acceptance of job offers.

## §3. Candidate Referrals

- 1) Recruiter will provide screened and interviewed resumes directly to the hiring authority of Client's organization. It is understood that Client will not disclose or share any names or information which would identify candidates or cause candidates to be referred to any third parties.
- 2) All referred candidates are considered to be valid referrals from Recruiter to Client unless Client immediately notifies Recruiter of recent and prior employment conversations which Client has conducted with a specific candidate within the 90 days preceding Recruiter's referral of candidate.
- 3) Referred candidates are considered active Recruiter's candidates for a period of two years from the date of initial referral to Client. Should Client hire or employ a referred candidate in any job during this period, the fees as described below are considered to be due to Recruiter.

## §4. Fee Calculation and Payment Schedule

- 1) Client is not responsible to Recruiter for any reimbursements for expenses incurred by Recruiter to conduct employee searches for Client.
- 2) Client understands that Recruiter incurs recruiting expenses on contingency basis and will be remunerated through payment of a recruitment fee upon successful hire of a referred candidate.
- 3) Client agrees to pay

a) For recruiting of skilled personnel (annual remuneration above gross 12.000 EUR) a fee equal to 20% of a first year remuneration of a validly referred and hired candidate's. This fee basis is derived from expected annual gross remuneration including holiday pay, overtime pay and any guaranteed portion of bonus. The fee is due and payable upon following conditions:

4% of the expected annual pay, if the employee is hired and starts the job

5% of the expected annual pay after completion of the trial period of 30 calendar days

5% of the expected annual pay after completion of employment period of 6 months

6% of the effectively paid annual pay after completion of employment period of 1 year

b) For recruiting unskilled/semiskilled personnel like helpers, labourers (annual remuneration not more than 12.000 EUR) the recruiting fee is 15% (payable in rates as above 3%, 4%, 4%, 4%)

4) In event that the employment of candidate terminates before the period of 12 months the remaining fee will be reduced proportionally to the period remaining to the completion of 1 year. However in event if the candidate would be employed by the Client after an interruption again within the period mentioned in §3.3) the remaining part of the fee is due to the Recruiter.

5) Client is committed to inform the Recruiter when the by him referred candidates terminate jobs or are employed again within the above mentioned period and is committed to disclose information about their remunerations for the purpose of fee calculation.

6) The first rate of fee is payable within 14 calendar days from the employee's starting date, if contingency. Following rates are payable within 14 calendar days after expiration of deadlines mentioned above or after completion of work assignment, whichever occurs first.

#### **§5. Guarantee & Substitutions**

1) In event that the candidate definitively resigns or is fired during the period of trial the Recruiter will provide an substitute candidate without any additional costs.

2) If the above mentioned situation occurs after the period of trial but during the first 6 months since starting job the Recruiter will provide substiyution for a fee which will be reduced to 50% related to the space of time for which the fee for the previous candidate was paid.

3) Above mentioned rules of guarantee and substututions can be applied only if the candidate was employed on the same position and not worse conditions as specified in recruiting order and the Client orders substitution without delay.

4) As option to the providing substitution Recruiter can refund to the Client the 1-st rate of the recruiting fee, if the candidate terminates during the trial or the 2-nd rate, if it occurs after the trial.

#### **§6. Final Assignations**

1) This agreement may be terminated at any time by either party without cause upon written notice. However, this agreement will continue to be binding beyond termination if a referred candidate supplied by Recruiter is subsequently hired within one year of the date of termination notice or two years of initial referral date, whichever occurs first.

2) Any amendment of this Agreement shall be in writing.

3) Signatures received by fax shall be deemed as fully valid as if they were original signatures.

4) This Agreement is also binding and valid, if the contracting parties decided so in a separate contract or document, which is signed by both of them.

Zgorzelec, Poland, May 2008