



IN2PEOPLE FIRST

Recruitment Terms & Conditions

General

1. These General Business Conditions (hereinafter referred to as "Conditions") regulate all legal relationships between IN2PEOPLE FIRST KIG (hereinafter referred to as "IN2PEOPLE") and their clients (hereinafter referred to as "Client"). The present general conditions will be applied to all mandates or assignments for personnel selection accepted and carried out by IN2PEOPLE.
2. In case of dispute, specific conditions expressly agreed in writing by IN2PEOPLE and the Client will prevail over the general conditions. In all, anything not foreseen or agreed in the specific conditions, the general conditions will apply.
3. Fees structure: our fee due is 20 % of the candidate's first year's gross annual salary. The gross annual salary is considered to be the annual earnings which is calculated as follows:

gross annual base salary, commissions, bonuses and other monetary advantages (e.g. car allowance, house allowance, etc.). For earnings based upon commission, the target earnings are determinative. For the private use of a company car, a lump sum of CHF 6,500 / GBP 5,000.00 shall be added to the gross annual earnings for the fee's calculations. This fee is success based and is payable as soon as an (employment) contractual relationship between the Client and the placed candidate is agreed, i.e. independent of the actual start date of the employment or contract.
4. For part-time positions, the base salary taken for fee calculation will be pro-rata, with a minimum of 70% or minimum fee of CHF 6,500 / GBP 5,000.00.
5. The mandate is also considered fulfilled and the Client will pay IN2PEOPLE the fees agreed on:
 - I. If the candidate presented by IN2PEOPLE is not accepted by the Client or rejects the job offer and is then later employed by the Client within a period of 12 months from the date of the CV sent to the client.
 - II. If the Client presents the candidate selected for them, to a third party linked directly or indirectly or with no link at all, and if the candidate is employed with this third party within a period of 12 months from the date of the CV sent to the client.
 - III. These claims also apply if the employment concerns a position other than the one originally contemplated, and independent of the reasons that led to entry into the contract, in particular if the candidate applied to the Client or the Client had contacted the candidate or the candidate was brokered by a third party.

The Client agrees that it will notify IN2PEOPLE within 14 calendar days of entry into the contract with the Candidate.
6. If the Client decides to employ more candidates than those originally foreseen by contract, the Client must pay IN2PEOPLE the corresponding fees for each one of the candidates employed as agreed paragraph 3 above.



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7. If the mandate is cancelled by the Client, any outstanding costs incurred as a consequence of the mandate must be paid without damages to the corresponding conditions.
8. With prior agreement by the Client and within the framework of the recruiting order, IN2POEOPLE shall produce and implement a recruiting advertisement. Once the advertisement has been published, the advertisement order cannot be cancelled by the Client. The costs for the text, design and sensible placement shall be invoiced separately to the Client, regardless of its success. The costs shall be due for payment within 30 days after invoicing (default date). After expiration of the payment period, interest shall accrue without notice at 5%.
9. IN2POEOPLE must receive confirmation from the client for any candidate expenses before these can be considered. The expenses actually incurred by a candidate in connection with the participation in interviews will be borne by the Client. If the Client wants IN2POEOPLE to assume these expenses, IN2POEOPLE will pay the candidate, in the name of, and at the expense of the Client. These outlays will be invoiced separately to the Client and are due for payment within 30 days after invoicing (default date). After expiration of the payment period, interest shall accrue without notice at 5%.
10. IN2POEOPLE commits to review carefully and analyse precisely the suitability of a candidate to fulfil the anticipated role. However, IN2POEOPLE services in no event replace the thorough examination of the candidate by the Client. The Client is solely and exclusively responsible for the selection of the candidate, the performance of the duties transferred to the candidate, to arrange for any necessary medical examinations and for obtaining all employment, residency or other permits and for carrying out all of the duties that are assigned to the new co-worker in the course of his employment. The Client will hold IN2POEOPLE completely harmless from all claims by candidates, applicants and brokered co-workers as well as by third parties that are connected with the selection and brokering of candidates and co-workers.
11. If, for whatever reason, the brokered co-worker fails to start work, IN2POEOPLE cannot be held liable for any damages/additional expenses incurred as a consequence. All liability claims by the Client are excluded.
12. The Client acknowledges that the introduction of a candidate or the transmittal of a candidate's data occurs on a highly confidential basis. Personnel files that are provided to the Client through IN2POEOPLE remain the property of IN2POEOPLE, with the exception of the file of the applicant hired by the Client. All application files are to be handled completely confidentially. If the applicant is not hired, the file is to be returned to IN2POEOPLE without the need for a request. Within the framework of all applicable privacy and data protection laws, including the General Data Protection Regulation 2016/679, the upcoming ePrivacy Regulation and any laws implementing, supplementing or replacing the aforementioned regulations, in no event may these documents be stored, processed, submitted to third persons as well as directly or indirectly used. If the Client intends to obtain an internal or external opinion of a prospective candidate, this requires the prior written consent of the candidate and IN2POEOPLE.



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13. The mutual duty of confidentiality applies to any information about IN2POEOPLE or the Client that is not publicly available and is exchanged among the Client and IN2POEOPLE in the course of performing the contract.
14. Guarantee: If the Client or the candidate terminate the employment contract during a period of 3 months after the starting date, IN2POEOPLE shall find a replacement candidate without any additional cost. The replacement is subject to the following conditions:
If IN2POEOPLE does not find a replacement candidate for the contractually agreed position within a reasonable period, then the following reimbursement of the fee is agreed:
 - The Client gives IN2POEOPLE notice in writing of the end of the employment relationship within seven days of the termination
 - The end of the employment relationship is not attributable to a reduction in personnel or any other (general) redundancy measure
 - 100% of the fee if the placed candidate does not start
 - 75% of the fee if notice of termination of the employment agreement is given during the first month; 50% in the second month and 25% in the third month.
15. Only Swiss law shall be applied to the contractual relationships between IN2POEOPLE and the Client. Legal disputes between IN2POEOPLE and the Client are subject to the jurisdiction of the courts of Switzerland. In addition, IN2POEOPLE has the right to call upon the responsible court in the jurisdiction of the Client's domicile or legal seat.
16. The services provided by IN2PEOPLE are free of charge for the job seekers at any time during the process. No advance payment, or any other form of fee will be imposed upon job seekers.

Specific for temporary employment

17. If the service rental contract stipulates an indefinite duration, each party may cancel the contract provided the following notice periods are respected:
 - At any time with a term of 2 working days during the probationary period
 - 2 working days during the first three months (13 weeks) of continuous employment
 - 7 calendar days between the fourth and seventh months (14 and 26 weeks) of continuous employment from the seventh month of continuous employment the work contract can be terminated subject to a notice period of one month for the same day of the following month.
18. Our coefficient for delegating candidates from IN2PEOPLE to the client will be 1.6 based on the salary of the candidate including legal provision for holidays and public holidays.
19. The service rental contract with maximum duration terminates automatically at the expiry of the period defined. The contract can nevertheless be cancelled under the conditions set out in paragraph 16 above.



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20. The service rental contract with definite duration terminates at the expiry of the period defined.
21. IN2PEOPLE is obliged to respect the same notice periods with regard to the temporary employee. The user company commits to alerting IN2PEOPLE on the same day in good time (before 4.00 p.m., GMT) in written of any intention to terminate an assignment or when already terminated. The user company is authorised to rescind the employment relationship directly with the temporary employee.
22. The temporary employee presents the statement of hours worked to the user company which the latter checks, signs and returns to the temporary employee. The statement of hours worked is used as the basis for invoicing. If the candidate is ordered by the user company to work outside normal working hours and if the user company approves those hours, IN2PEOPLE shall have the right to invoice the extra hours including a supplement of 25% or 50% respectively.
23. If the assigning company is subject to a generally binding collective working agreement, the respective regulations with regard to working hours shall be applied to the temporary employee. The assigning company must inform IN2PEOPLE in writing before placing the order if it is subject to a generally binding collective working agreement. In particular, the assigning company must inform IN2PEOPLE regarding the provisions in the General Working Agreement (GAV) concerning salary and working times. If the assigning company does not provide this information and if an action is brought against IN2PEOPLE on the basis of the differences from the GAV, the outstanding difference due to the temporary employee plus the margin resulting from the hiring agreement and the working agreement (plus VAT) in favour of IN2PEOPLE will be subsequently charged to the assigning company.
24. The temporary employee is bound by an employment agreement to IN2PEOPLE and not to the assigning company. The temporary employee has no right of collection for fees. Payment of salary is made directly by IN2PEOPLE. The temporary employee is not authorised to accept payments from the assigning company.
25. The services provided by IN2PEOPLE are free of charge for the job seekers at any time during the process. No advance payment, or any other form of fee will be imposed upon job seekers.

Zurich, January 2020