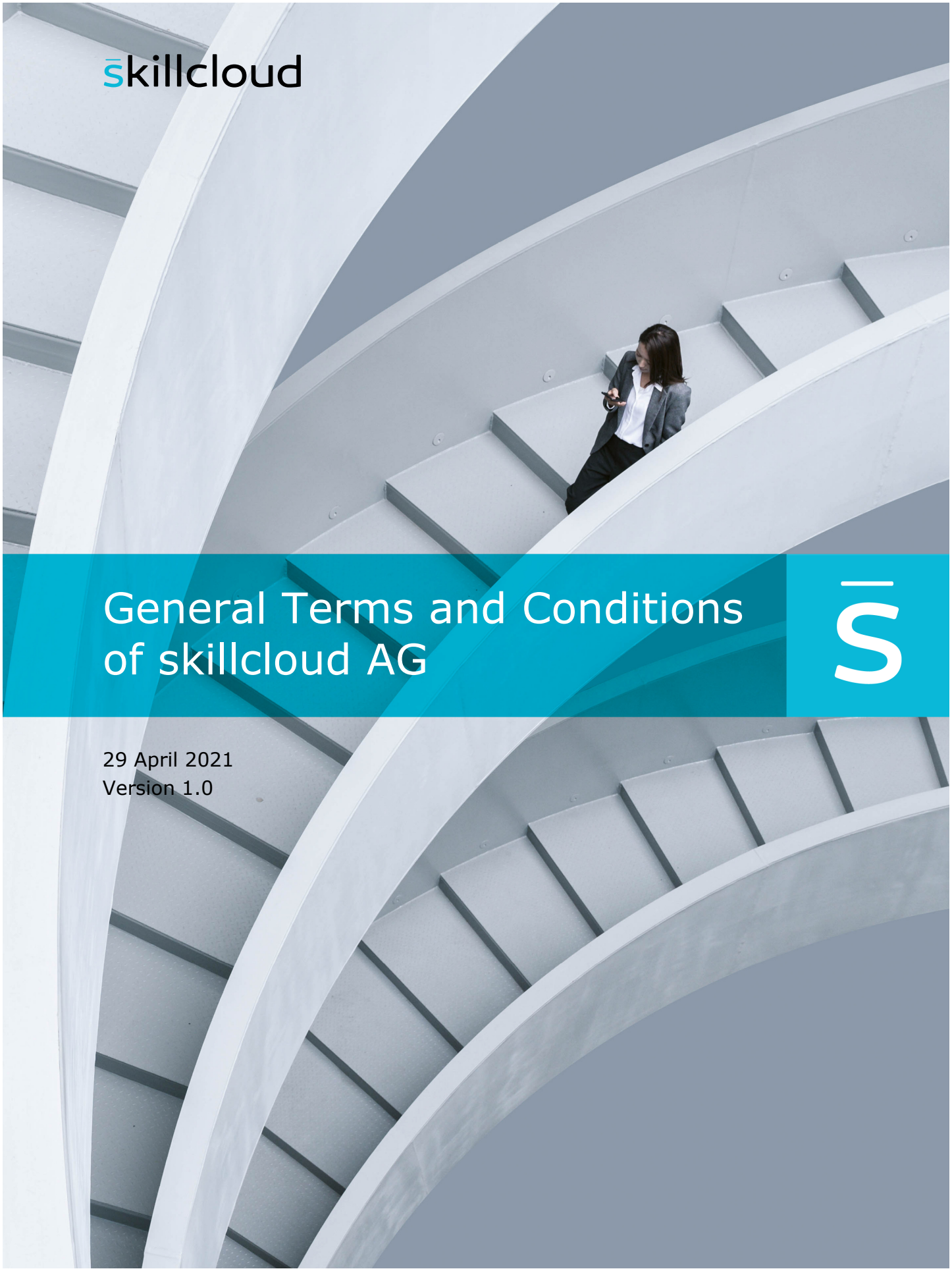
skillcloud



General Terms and Conditions of skillcloud AG

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The skillcloud AG recommends selected candidates to the company based on the received and pre-discussed job descriptions. The focus is on the customer's requirements and desires, which skillcloud AG addresses individually.

1 Introduction

The listed General Terms and Conditions (GTC) apply to all employment sectors and are based on the provisions of the Federal Act on Employment Services and Hiring of Personnel (AVG) and the Code of Obligations. Any deviations from the GTC of skillcloud AG must be formulated in writing and signed by the contracting parties. If this general provision is omitted, the general Terms and Conditions described shall be deemed tacitly accepted. These Terms and Conditions shall be deemed to have been agreed upon when dossiers of candidates are made in writing and verbally and when dossiers of candidates are received.

2 Services and fees

The fee includes the following services of skillcloud AG:

- Cooperation and consulting in the recruitment and selection process
- Elaboration of the demand analysis, creation of requirement profile and job description
- Preliminary telephone interview between candidates and skillcloud AG
- Personal interview of the candidate at skillcloud AG
- Delivery of pre-selected and reviewed dossiers of candidates supplemented with personal impressions
- Procurement of telephone and written references on request
- Conducting specific assessments and online testing to supplement the decision-making process (additional service, which is charged separately

2.1 Fees

skillcloud AG seeks suitable candidates according to the requirement profile of the customer. For the candidate the service is free of charge; for the customer the following costs arise:

2.1.1 Professional expenses of skillcloud AG (e.g. costs for advertisements, written reports, etc.) are charged to the customer at cost price.

2.1.2 A contingency fee, which is due when an employment contract or other employment relationship is established between the customer and the candidate selected by skillcloud AG. The customer will hand over the employment contract concluded with the candidate to skillcloud AG at any time upon request. The contingency fee is calculated based on the first gross annual salary. The rates are fixed as follows:

	Gross annual salary		Fees
Up to	CHF	59’999.-	10%
From	CHF	60'000.-	12%
From	CHF	80'000.-	14%
From	CHF	90'000.-	16%
From	CHF	100'000.-	18%
From	CHF	120'000.-	20%
From	CHF	150’000.-	22%
From	CHF	175’000.-	Individual fee (upon consultation)

Example: Gross annual salary CHF 78'000.- (12% of CHF 78'000.-) = fee CHF 9'360.-

Gross annual salary is the contractually agreed annual salary, which is made up as follows: Gross monthly salary x12, plus 13th month's salary, gratuities, commissions, bonuses and other benefits according to the client's internal company regulations.
For part-time contracts (workload 80% to 100%) skillcloud AG charges a fee based on the gross annual salary based on an employment level of 100%. For part-time contracts (less than 80% of the full time in the customer company) skillcloud AG charges the theoretical gross annual salary based on a degree of employment of 80%.

3 Guarantee of success

If an employment relationship between the customer and the selected candidate mediated by skillcloud AG is terminated after the conclusion of the employment contract until the end of the agreed probation period, the customer is entitled to a refund in form of a credit note of the paid contingency fee, according to paragraph 2.1, as follows:
50% if the employment contract is terminated by the end of the 1st month of probation
25% if the employment contract is terminated by the end of the 2nd month of probation
10% if the employment contract is terminated by the end of the 3rd month of probation
If an immediate follow-up order is made after termination, a 15% reduction on the follow-up fee will be granted in addition to the guarantee refund, which will be offset against the new fee.

3.1 Due date of the fee

The employer is obliged to pay the contingency fee if he/she concludes an employment contract with a candidate selected by skillcloud AG within 12 months from the first presentation by us.

3.1.1 "Indirect" mediation

If an application or a vacancy is withdrawn after negotiations have been initiated and an employment of a candidate of skillcloud AG is still made within one year after the first presentation, it is considered to have come about through the mediation of skillcloud AG and the fee is due, even if it concerns a different position than the one originally intended.
The fee claim of skillcloud AG towards the customer also exists if the candidate presented by skillcloud AG concludes a contract with another company, especially a company close to the customer (e.g. subsidiary), and this conclusion of contract was demonstrably effected by the customer, regardless of whether the customer received written documents of the candidate or whether the customer got to know the candidate e.g. through a work assignment.

4 Application documents

The customer undertakes to treat application documents sent to him/her with absolute confidentiality. skillcloud AG does not assume any liability for the correctness of the content of the documents provided by the candidates (completed personnel forms, copies of certificates, photos etc.). All application documents sent to the customer remain the property of skillcloud AG until the conclusion of the contract, if any. They may neither be copied nor made available to third parties. If the candidate does not find interest with the customer, all documents must be returned to skillcloud AG or deleted according to data protection laws.

4.1 Reservation of the intermediate mediation

The skillcloud AG is free to submit the application documents of a candidate to third parties until notification of the conclusion of an employment contract.

5 Publication of job offers

The skillcloud AG supports the customer in the search for personnel and takes over the professional copywriting, design and the sensible placement of job offers within the framework of an advertising budget that is fixed in advance and accepted by the customer. Planned advertisement campaigns are discussed with the customer in advance.

5.1 Advertisement costs

The customer shall pay exclusively the net prices including VAT for the advertisements, i.e. prices which are invoiced by the corresponding print or online media of skillcloud AG. These costs are charged to the customer regardless of the achieved result.

6 Terms of payment

The invoices of skillcloud AG are to be paid within 20 calendar days net and without deduction. All amounts are exclusive of VAT.

7 Liabilities

The skillcloud AG categorically rejects any liability in connection with the provision of services as described above and can at no time be prosecuted. The skillcloud AG commits itself to the customer for its careful examination of the professional requirements of the candidate and his objective ability to fulfill the agreed service. The services of skillcloud AG regarding the search and selection of candidates can in no case replace a thorough analysis by the customer. By employing the proposed candidate, the client assumes full responsibility for his choice. Any other claims for damages, in particular for compensation for indirect or consequential damages, namely for compensation for lost profit or other financial losses, are excluded.

8 Confidentiality

The customer allows skillcloud AG to exchange data, which are necessary for the conclusion or processing of the declaratory contract, with authorities or companies, if and as far as this is necessary for the processing of the contract or credit information.

9 Place of jurisdiction and applicable law

The place of jurisdiction for all disputes between skillcloud AG and a customer concerning the existence, interpretation or fulfillment of a contract for fixed-term placements is the registered office of skillcloud AG. The present contract is subject to Swiss law.

Basel, April 2021