

## Terms and Conditions for Recruitment & Direct Search Services, 2024

### 1. Mandate Tariffs for recruitment services

When employing a candidate via active-consulting GmbH, we raise following fees for permanent positions (based on the gross annual salary including any fringe benefits and bonuses):

- below CHF 100'000 = 27% from total compensation package
- over CHF 100'000 = 29% from total compensation package
- over CHF 130'000 = 31% from total compensation package
- over CHF 150'000 = 33% from total compensation package
- over CHF 170'000 = 35% from total compensation package
- over CHF 200'000 = 37% from total compensation package
- over CHF 250'000 = 39% from total compensation package

The above calculation rate includes the following services (all-in packages): direct search via various professional channels and networks as well as job advertisements on international and national platforms, initial interviews, forwarding and follow-up of dossiers, organization of interviews, advice for the evaluation and conduct of interviews, follow-up of open questions after interviews, obtaining relevant references, debriefings, salary comparisons, etc. The offered services depend on the client's needs in detail and are agreed in a written form.

### 2. Details of the fee

The gross annual salary is calculated from the monthly gross salary x 12, plus 13th monthly salary, bonuses, commissions and target bonus, company car and other fringe benefits like agreed continuing educations. In the case of temporary employment, the same calculation basis applies to the presumed gross annual salary. For part-time positions, the 100% gross annual salary is considered as the base salary, as all search channels are identical to those of a full-time position.

### 3. Exclusive search mandates

When placing a specific search for personnel, a lump-sum mandate fee is owed, regardless of the success of the search. The gross annual salary according to point 1 is decisive. The invoice is split by three installments.

At the same time, 2/3 of the mandate fee remains owed in any case. Active-consulting GmbH waives 1/3 of the fee if there is no employment.

### 4. Extended Warranty after successful hiring

Only for exclusive search mandates, a replacement of an adequate profile will be recruited for free one-time. This regulation does not apply to major reasons, e.g. unprofessional behavior by supervisors, bullying, company sale, relocation of workplace. The guarantee claim refers to the work done by our consultants, not to paid job advertisements.

### 5. Protective Clause/Liability

If a customer employs a candidate proposed by active-consulting GmbH before twelve months have elapsed after the application documents have been presented, active-consulting GmbH is entitled to claim the fee. The customer is obliged to maintain strict confidentiality with regard to the personal and professional circumstances of the candidates presented to him by active-consulting GmbH for reasons of privacy protection. The further use, sale, copying (and the like) of dossiers and documents is expressly prohibited. Reference information may only be obtained with the express consent of active-consulting GmbH.

The selection process carried out by active-consulting GmbH does not in any case replace the examination of the proposed candidate by the client. The client assumes joint responsibility for the choice made. Active-consulting GmbH rejects any liability or responsibility, both with regard to the statements made by the candidate, as well as with regard to the execution of work.

### 6. Terms of payment

Active-consulting GmbH will invoice the agreed fee within 30 days and without any deduction.

### 7. Additional Agreements

Deviating terms will be agreed with the client in written form.