

GTC Shortlist Service

This Agreement ("Agreement") is a formal contract between talAints, referred to as the "Service Provider," and [Client Name and City], referred to as the "Client" or "Customer". Its purpose is to outline the terms and conditions under which the Service Provider will deliver recruitment services to the Client.

1. Signing of contract

Upon request of the Customer, Talaints will submit an individual Offer (hereinafter referred to as "Offer") to the Customer, and said Offer is fully governed by these GTCs unless otherwise stated. The Offer will refer to these GTCs and is valid up to and including the deadline specified therein.

The contract (hereinafter referred to as "Contract") is concluded when Talaints receives a dated acceptance of the Offer. Should the acceptance be accompanied by amendments or received post-deadline, it constitutes a new offer. Talaints can accept explicitly or tacitly said new Offer by starting to provide Services.

The contract period begins once the Customer orders one of the services described on the Talaints website and under the conditions to be agreed upon and confirmed by way of a telephone conversation between the Parties.

The rights and obligations of the Customer under this Contract cannot be transferred to third parties without the prior written consent of Talaints.

The Customer accepts that Talaints is not bound by non-competition clauses and can therefore possibly also work for companies that have a direct competitive relationship with the Customer.

2. Service Description

This service delivers a shortlist of the top candidates who exactly meet the job requirements and are prepared to interview with the client. A "shortlist" is defined as a list of candidates that meets the Client's specified criteria and preferences for a particular job opening enriched with analytics, delivering insights about the candidates' behavioral patterns as well as his wished environment and leadership-culture. The shortlist will consist of 1 to 3 qualified candidates and will be delivered within a time frame of 14 to 30 days from the commencement of the search process.

3. Service Fees

Activation Fee: To initiate our services, the Client is required to submit an activation fee of CHF 2,000 per search.

Shortlist Fee: The Shortlist fee is calculated at CHF 3,600 per shortlist with 3 candidates (CHF 1,200 per candidate), which covers the cost of curating and delivering the qualified candidate shortlist.

Additional Candidate Fee: If the Client requests the inclusion of more than three (3) additional candidates in the shortlist, an extra charge of CHF 950 per each additional candidate introduced will apply, in addition to the Shortlist Fee mentioned earlier. This fee will be invoiced upon the client's request.

Commencement of Search: The search process will commence only upon confirmation of the received funds in our bank accounts. The search phase will have a maximum duration of 30 days from this point.

4. Search Extension and Shortlist Fee Clause

In relation to search outcomes and timeframes, the following conditions are in effect:

If, within the initial 30-day search period, less than 3 qualified candidates are identified, we will automatically extend the search for an additional 30 days.

The Client retains the choice to decline the search extension, and, in such case, will only be responsible for paying the activation fee and CHF 1,200 per candidate on the short-list. Should the search be unsuccessful, and no candidates be found, no fees for candidates are billed to the client.

5. Talent Mapping Initial Results

As part of our service, the Client is responsible for specifying up to five essential skills or criteria that candidates must possess for each job opening. In addition, the Client may choose to designate two of these criteria as flexible, allowing them to be temporarily omitted if it aids in broadening the initial talent mapping efforts, thereby increasing the likelihood of finding suitable candidates.

6. Candidate Quality Assurance

Definition of a Qualified Candidate: A "qualified candidate," within the context of our agreement, is someone who meets the specific qualifications, skills, and criteria outlined by the Client for a particular job opening. This includes satisfying the criteria designated as "must-have" by the Client. Furthermore, a qualified candidate is an individual who has displayed genuine interest in the company, the job itself, its location, and the offered salary.

Quality Assurance for Screened Candidates: We guarantee the quality of candidates who successfully navigate the job-specific screening process and confirm their interest in the position. However, it's important to note that we cannot guarantee that these candidates will remain available or interested in the position beyond their initial confirmation of interest.

Behavioral Assessment Included: The shortlist automatically includes behavioral assessment and analytics as part of our standard service.

Additional Assessments: If the Client wishes to receive more comprehensive team and leadership assessments, these can be provided for an extra fee, upon their request.

Cancellation Clause After Search Initiation: If the Client decides to cancel the search after the initiation of the search process, the activation fee will not be refunded. This fee covers the effort and resources expended in the recruitment process up to that point and is non-refundable in such cases.

7. Duty to cooperate

To enable Talaints to provide its Services in accordance with the contract, the Client acknowledges and agrees to cooperate in the prompt response to applications. The duty to cooperate includes the obligation to inform Talaints immediately of updates to circumstance or information that the Provider has no direct control over and is, therefore, unable to intervene autonomously.

Every research is done according to client definition and information. Should circumstances within the clients' organization change that have an impact on search parameters the client is asked to inform TalAints accordingly with immediate effect before the search starts. Once a search is activated no amendments can be made without additional cost.

8. Intellectual Property

The intellectual property rights for any reports, assessments, or analyses produced by TalAints for the Client will be jointly owned by both parties. The Client has the right to use this intellectual property for their internal recruitment purposes only, while TalAints have the right to use it for marketing and promotional purposes, provided TalAints obtains the Client's prior written consent.

9. Confidentiality

Both parties commit to maintaining the confidentiality of all information related to this Agreement and the recruitment service provided. This includes safeguarding the personal information of candidates unless disclosure is mandated by law.

10. Data Privacy and GDPR Compliance

Both parties pledge to adhere to all applicable data protection laws and regulations, including the EU General Data Protection Regulation (GDPR), regarding the processing of personal data under this Agreement. We will only collect, use, and disclose personal data for the purpose of providing recruitment services and will implement appropriate technical and organizational measures to ensure data security. The Client is responsible for providing necessary consents, notices, and disclosures to candidates as required by data protection laws and regulations. Any breach of data protection laws or regulations by either party will be promptly reported to the other party.

11. Termination

Both Parties have the right to terminate the contract with a notice period of three (3) months. In the event of serious violations of this contract, Talaints reserves the right to an extraordinary Termination. An extraordinary Termination is effective immediately and foregoes any Customer's claim to a three (3) month notice period.

12. Liability

We are not liable for any indirect, incidental, or consequential damages arising from the provision of the recruitment service. Our liability for any claim arising from the provision of the recruitment service is limited to the amount paid by the Client for the service. In no event shall Talaints be liable for damages more than the total value of fees paid by the Customer to Talaints within the last twelve (12) or fewer months of service prior to the occurrence of the damage.

Talaints commits to its customers to check potential candidate profiles for fulfillment of the essential criteria. In doing so, Talaints is dependent on the respective candidate information, statements, and evidence ("Information") provided. However, Talaints has neither the possibility nor the obligation to verify the accuracy and completeness of such information. Talaints therefore assumes no liability for the correctness of the information provided in candidate profiles.

In particular, the Customer expressly acknowledges that Talaints is only responsible for establishing the initial contact between the Customer and the candidate. Talaints, however, does not act as employer, vicarious agent, representative, or authorized representative of the mediated candidate. The candidates themselves are exclusively responsible for all information appearing on their profiles, as well as for all declarations, decisions, or other actions made within and during the application process.

Talaints undertakes to provide its Services in compliance with the highest possible standards of quality and care. However, in case of force majeure, including but not limited to temporary interruptions of the Services due to technical problems, Talaints shall not be liable.

13. Miscellaneous

Amendments and supplements to these GTC and/or other contractual Agreements concluded by the Parties must be made in writing. The same shall apply to any waiver of the written form requirement.

In the event of a breach of contract by the Customer, Talaints reserves the right to terminate the contract without notice and for good cause as well as reserves the right to assert claims for damages against the Customer. Further claims for damages by Talaints remain unaffected by this stipulation.

If any provision of these GTC is invalid or unenforceable, the remaining provisions shall remain unaffected. The Parties shall use their best efforts to replace the invalid or unenforceable provision with a valid and enforceable provision that best corresponds to the contractual scope.

14. Governing Law and Dispute Resolution

This Agreement is governed by [Swiss Law / Zurich Canton Law]. In the event of a dispute, the parties will first attempt mediation. If that proves unsuccessful, arbitration under [Arbitration Association] rules in Zurich will be the next step, with German or English as the language of proceedings. Any damages awarded will be limited to the amount paid by the Client for the service.

By signing below, both parties acknowledge understanding and agreement with these terms and conditions.

TalAints by Growithy AG

Client

Date, authorized signature

Date, authorized signature