



global human resources®

we connect IT professionals

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Agency contract

"Specialist"

between

.....
.....
.....

hereinafter referred to as "Contractor" or "Contracting Party"

and

GHR Global Human Resources AG

André van Sprundel

Blegistrasse 13

CH-6340 Baar / ZG

hereinafter referred to as "Client" or "Contracting Party"

1 Subject of this contract

The Contractor provides services as an independent broker for the Client. It brokers the conclusion of agreements between the Client and a specialist.

2 Performance conditions

2.1 Services of the Contractor

The Contractor provides the principal contact with specialists that are willing and able to act for a customer of the Client on behalf of the Client and supports the conclusion of a contract between specialist and Client.

The Contractor is free to choose its methods of acquiring specialists, i these should, however, be basically agreed with the Client and be used in accordance with the mission statement of the Contractor.

The Contractor shall check in advance with the Client, whether business relations already exist with the specialist or whether this specialist s being used by other agencies/partners of the Client. In any event, the Contractor must wait for the acknowledgement of the Client before complete information is communicated in accordance with section 3 below.

2.2 Services of the Client

The Client provides the Contractor with the necessary documents and existing work equipment (marketing materials, publications, price lists, Terms and Conditions of Business, templates of framework and work contracts) and specific tools or software requested from the Client where necessary.

The Client provides technical and personnel support for the Contractor free of charge on request. This comprises mainly, but not exclusively, sales support services by qualified personnel of the Client, company presentations and all administrative tasks related to the contract.

The Client must ensure that the Contractor has insight into quotations, orders and invoices, which are associated with the brokered specialists of the Contractor.

3 Training specialist

A specialist is defined any natural person who possesses the professional qualifications in accordance with open job profile of a customer of the Client and is willing to be used by this customer on behalf of the Client.

The specific interest of the specialist is documented by current job search efforts and / or conclusion of a use agreement or terminated work relationship of the specialist.

To qualify a specialist and register his/her claim to any commissions, the Contractor shall provide the contact details including the name, phone number and email address as well as information or documentation of the qualifications of the specialist.

6 months after receipt by the Client of the contact details of the specialist, the entitlement to commission of the Contractor shall lapse if no use agreement has been concluded with the specialist.

4 Compensation for brokerage success

4.1 Definition of brokerage success

Compensation is generally payable only upon successful placement. The placement of a specialist is successful if the specialist is working for the Client as an employee or Contractor.

4.2 Entitlement to commission

Should an employment contract or contractual relationship be established between the specialist procured by the Contractor and the Client under which services amounting to at least 520 billable hours shall be performed, the Contractor is entitled to a single commission payment.

This commission shall be equal to 1/2 of the payments received by the Client within the first 520 hours billed net margin.

The net margin is calculated in each case on the basis of payment by the Client, net

- VAT
- Wage and non-wage labour costs or fee claims for the specialist employed including any overtime and overtime compensation
- Any costs and expenses
- Any social security and private insurance contributions
- Any holiday compensation
- Any possible losses due to work stoppage (in case of accident, sickness, maternity, military or civil service, civil defence, death and justified short absences)
- Any costs for legal advice, legal representation and enforcement in connection with the contract conclusion, fulfilment and revocation
- Any contributions owed on the basis of collective agreements
- Any costs for training/continuing and further training of specialists employed
- Any costs associated with the work and residence permit of specialists employed
- Any other legal or contractual duties, which shall be incurred by the Client.

The one-time commission claim may arise for the duration of this procurement contract and for another 6 months after its termination.

Contract renewals, additional or subsequent contracts with the specialist do not qualify for additional commission claims without any other written agreement.

The entitlement to commission shall arise after the net margin has been determined by the Contractor, at the latest within 30 days after receipt of payment from the customer by the Client for the 520 billed hours. The commission payment is due 30 days after the claim arises

4.3 Outlays and expenses

Travel and subsistence expenses shall be borne by the Contractor itself unless otherwise agreed.

5 Warranty/Liability

The Contractor shall provide the services agreed with professional care.

Its liability for any damage depends on the legal regulations.

The Contractor hereby warrants that he is entitled to arrange for the services of a specialist and to the receipt of commission. He is aware of the fact that a permit is required in the case of regular brokerage services (10 or more brokered transactions within 12 months). He warrants that he is either planning to implement fewer than 10 brokered transactions, or will obtain the necessary permit without being specifically requested to do so. He also warrants that he is not a public official and does not implement official public duties as part of his activities.

6 Duration of contract

6.1 Duration of contract

Start of the contract is the date of signature of this contract.

6.2 Period of notice

The contract may be terminated at any time by either party with notice of 1 month.

Termination shall have no effect on the commission claim of the Contractor for on-going, contractual relationships brokered by the latter.

7 Miscellaneous provisions

7.1 Confidentiality

Both parties mutually undertake to preserve the confidentiality of all non-public documents and information relating to business interests of the other party that are to be made accessible in the preparation and execution of this contract. This obligation remains as long as there is a legitimate interest, even after the termination of the contract.

7.2 Privacy

If personal data is exchanged in the context of the settlement of this contract, then the Parties undertake to delete or destroy such data as soon as the contract no longer requires the retention of these data, at the the when the working relationship is terminated. Te right to store the data of the specialist by one of the Contracting Parties remains subject to the approval of the specialist..

The Contracting Parties shall ensure that the number of persons who have access to personal information is limited to those individuals who on account of their function in the organisation of the contracting party require mandatory access. The Contracting Parties also have to ensure that personal data of the affected persons can be viewed at any time and that the persons involved have the right to correct or delete the information.

8 Final provisions

8.1 Written form

All notices relating to this contract shall be sent in writing (letter or email) to the other contracting party.

8.2 Severability

If any provision or part of this agreement turns out to be void or invalid, the validity of the remaining provisions shall not be affected. In such a case, the Contracting Parties shall adjust the contract so that the objective of the invalid or void part is achieved to the best possible extent.

8.3 Assignment and Delegation

This contract or individual rights and obligations arising from it may be assigned or transferred to a third party only with the prior written consent of the other party.

8.4 Applicable Law

This contract is subject to Swiss law.

8.5 Dispute Resolution

Both parties undertake, in case of disagreement, to pursue a friendly settlement in connection with this contract in good faith, if necessary in consultation with an independent expert as arbitrator.

If, despite the efforts of the parties no agreement is reached amicably, the permanent judge at the seat of the Contractor is declared exclusively competent for all disputes arising from or in connection with this contract.

Baar, Place and Date:

Signatures

Contractor:

Client:

André van Sprundel
GHR Global Human Resources AG
CEO