

General Terms and Conditions for Mandate Assignments and Personnel Placement

Fee

Mandate assignments are carried out on a flat-fee basis (total fee), unless otherwise defined in the mandate assignment.

Upon signing of the mandate, an advance payment of at minimum one-quarter of the total fee is required. Upon the conclusion of an employment contract, the total fee minus the advance payment is due.

Personnel placements are carried out on a success-fee basis. The success fee is due upon the conclusion of an employment contract. It is calculated as 26% of the first gross annual salary (including guaranteed sign-on bonuses, commissions, "golden hellos," and other salary-like benefits). For performance-based salaries, the target salary is decisive.

Expenses will be billed separately based on prior budgeting and receipts. The value-added tax (VAT) is shown separately on the invoice. Invoicing occurs upon the verbal or written conclusion of the contract and is to be paid within 10 days, net, without any deduction.

If, for any reason, the employment in a mandate assignment cannot be realized through Blockstaff Solutions GmbH, or in the event of withdrawal of the assignment, we will charge for the actual work performed. Advance payments will be credited accordingly.

Protection Provisions

Personnel files provided to the client by Blockstaff Solutions GmbH remain the property of Blockstaff Solutions GmbH, except for the file of the candidate hired by the client. All application dossiers are to be treated confidentially and deleted if not used.

Under no circumstances may these documents be presented to third parties or used directly or indirectly. References may only be obtained with the explicit consent of the candidate and Blockstaff Solutions GmbH.

Candidates submitted by Blockstaff Solutions GmbH are subject to candidate protection for 12 months from the submission of the candidate dossier. If an employment relationship is established within this period, the fee according to the mandate agreement is due, even if it is for a position other than the original one.

Guarantee

If an employment contract is terminated within the first three months (unless not defined otherwise in the mandate agreement) after the commencement of employment, Blockstaff Solutions GmbH will undertake a renewed search at no cost for the fee, provided the reasons are due to a breach of our duty of care.

This regulation does not apply if the termination of the employment relationship is related to bankruptcy, business closure, sale of the company, restructuring, or changes in the reporting structure.

Liability

The services provided by Blockstaff Solutions GmbH do not, in any case, replace the client's thorough examination of the candidate. Blockstaff Solutions GmbH has no contractual relationships with candidates and does not receive any compensation or other payments from them. Therefore, Blockstaff Solutions GmbH disclaims any responsibility, both concerning statements made by the candidate and the performance of duties entrusted to them in their new employment relationship.

Jurisdiction and Applicable Law

The place of jurisdiction is the registered office of Blockstaff Solutions GmbH. Swiss law is applicable.

These terms and conditions are effective as of April 1, 2024, and remain valid until the next version is issued.