



**Contract for Provision of Personnel Consulting Services  
("Contract")**

By and between

Matterhorn Consulting s.r.o.  
Prague Stock Exchange  
Prague  
(the "Agency")

And

xxx  
xxx  
xxx

(the "Client", together with the Agency referred to only as "Parties")

**1. Terms and Definitions**

***Agency***

The Agency is a recruiting company established under the laws of the Czech Republic seated in Prague and providing global recruiting and personnel consulting services during the selection of Candidates in particular for assistant and secretary job positions, in line with the philosophy of the Secretary Affairs trade mark. The Agency is the holder of a job-matching service license granted by the Ministry of Labor and Social Affairs of the Czech Republic.

***Secretary Affairs***

Secretary Affairs is the Agency's trade mark and philosophy under which the Agency seeks, selects and performs the assessment of Candidates for Clients with the option of signing employment or similar contracts with the Candidates suiting the philosophy of the Secretary Affairs trade mark.

***Philosophy of the Secretary Affairs trade mark***

The philosophy of the Secretary Affairs trade mark is to fill assistant and secretary positions with representative and qualified Candidates for the purpose of effective support of the Client and building image during its entrepreneurial activities.

***Client***

The Client is an entrepreneurial entity interested in the provision by the Agency of its personnel Services in terms of the Secretary Affairs trade mark philosophy.

## ***Candidate***

Candidate is an individual interested in an assistant or secretary job position.

## ***Services***

Services the meaning of which is specified in clause 3.1 of this Contract

## ***Remuneration***

Remuneration the meaning of which is specified in clause 5.2 of this Contract

## **2. Subject-matter of Contract**

- 2.1. By this Contract the Agency agrees to provide the Client with the personnel consulting services involving: recruitment, selection and assessment of Candidates and personnel consulting during the process of adaptation of the selected Candidates to the Client required assistant and/or secretary position.
- 2.2. The Client agrees to give the Agency the necessary assistance during the provision of its Services and to pay the Agency the Remuneration in the amount and on the date agreed herein for the provided services.

## **3. Rights and Duties of the Agency**

- 3.1. The Agency undertakes to exert all professional efforts to seek and select suitable Candidates complying with the required specifications submitted by the Client. The Services and activities of the Agency shall in particular include, but not be limited to, the following activities carried out by the Agency:
  - marketing recruitment,
  - targeted recruitment,
  - examination of Candidates' materials,
  - verification of Candidates' references,
  - interviews with Candidates,
  - shared interviews with the participation of the Client etc. (the "Services").
- 3.2. The Agency shall submit to the Client the results of its search and selection and the Candidate assessment reports no later than on the day of the introduction of the Candidates.
- 3.3. The Agency shall introduce each Candidate to the Client individually and the date of the introduction shall be agreed beforehand between the Agency and the Client.
- 3.4. Client's service order shall be deemed fulfilled on the day of the establishment of an employment or a similar relationship between the Client and the recommended Candidate.
- 3.5. The Agency may publish an offer of the position which the Client requires to fill.

#### **4. Rights and Duties of the Client**

- 4.1. During the term of this Contract the Client may submit to the Agency a service order for the filling of an “assistant” or “secretary” job position, or a specified number of such job positions.
- 4.2. The Client undertakes to give the Agency the necessary assistance during the provision of its Services and state in the service order complete and true information needed for the fulfillment of its intention to fill the assistant and/or secretary job position. The Client shall provide the Agency with information including in particular, but not limited to, the following:
  - Client line of business,
  - description of the assistant and/or secretary position (type of work, place of work, required working time, required professional and language qualifications etc.),
  - required work experience, education and other qualifications,
  - gross salary upon commencement of the job and other benefits
  - nature of employment contract (term of contract, termination options etc.).
- 4.3. The Client is obligated to inform the Agency of the creation and termination of an employment or a similar relationship with a Candidate within no later than 5 days from its establishment.
- 4.4. If a Candidate is accepted by the Client, the Client agrees to pay the Agency the Remuneration as specified in clause 5.2 of this Contract.
- 4.5. The Agency expressly warns the Client of the prohibition of any discrimination of a Candidate on grounds of race, ethnicity, sex, religious or political affiliation, age or sexual orientation as well as the prohibition of any harassment on these grounds.

#### **5. Remuneration and Payment Terms**

- 5.1. Upon a successful placement of a Candidate (acceptance of a Candidate by the Client and acceptance of a job position and the conditions by the Candidate) the Agency becomes entitled to the Remuneration.
- 5.2. The amount of the Remuneration is determined from the total amount of the placed Candidate’s gross annual salary, including bonuses or expected commissions, as follows:
  - a) for an annual salary up to EUR 30,000 the Agency’s Remuneration is 12% of the Candidate’s gross annual salary,
  - b) for an annual salary over EUR 30,000 the Agency’s Remuneration is 15% of the Candidate’s gross annual salary.
  - c) Remuneration is fixed in the minimum amount of EUR 1,500
- 5.3. The Agency shall issue an invoice within 5 days from the day of the delivery of a notice on a successful placement of Agency’s Candidate to a job position by the Client and shall deliver the invoice to the Client.

- 5.4. The Remuneration shall be paid by wired transfer to the Agency's bank account IBAN xxxx xxxx xxxx xxxx and shall be payable within 10 days from the delivery of the invoice to the Client.
- 5.5. In the event of an early termination of the employment relationship between the Client and a Candidate within the period of 8 weeks from the commencement of the Candidate's employment, the Client shall be entitled to the reduction or, more precisely, the refund of the Remuneration paid to the Agency up to the following extent:
- |    |  |       |
|----|--|-------|
| a) | Termination of employment in the 1st and 2nd week: | 100%, |
| b) | Termination of employment in the 3rd week:         | 60%,  |
| c) | Termination of employment in the 4th week:         | 50%,  |
| d) | Termination of employment in the 5th week:         | 40%,  |
| e) | Termination of employment in the 6th week:         | 30%,  |
| f) | Termination of employment in the 7th week:         | 20%,  |
| g) | Termination of employment in the 8th week:         | 10%.  |
- 5.6. In the event of termination of the employment in the 1st and 2nd week the Agency becomes entitled to the payment of an administrative fee of EUR 200 which shall not be refunded to the Client from the paid Remuneration.
- 5.7. The Client shall not be entitled to any reduction or refund of the Remuneration if the employment is terminated for reasons arising on part of the Client, if the Client fails to fulfill its obligations towards the Candidate (employee) required by law or contract, or for organizational reasons (cancellation of a job position).
- 5.8. The Client shall inform the Agency on the termination of an employment or a similar relationship with a Candidate within 5 days from the termination of the relationship with the concerned Candidate (employee). The information on the termination of an employment or a similar relationship must include the statement of true reasons for the termination of the relationship with the Candidate (employee).
- 5.9. In the event of a delay with the payment of an invoice by the Client the Agency shall become entitled to a contractual penalty in the amount of EUR 80 for each commenced 10 days of the delay and a statutory late payment interest for each day of the delay.
- 5.10. The amount of the Remuneration may be adjusted before the acceptance of a Candidate by the Client by a written amendment to this Contract.

## **6. Liability of the Agency**

- 6.1. The Agency shall not be liable for any damage or incurred expenses due to the potential unsuitability of a Candidate.
- 6.2. The Agency shall not be liable for the content of the documents and the references provided by the Candidate.

6.3. Any potential claims (e.g. damages) vis-à-vis the Agency arising from the contractual relationship shall be limited to the amount of the paid Remuneration.

## **7. Protection of Data**

7.1. The Agency undertakes to process the data provided by the Client exclusively for the purpose of successful filling of the Client's job position, that is, to process data exclusively during the Candidate selection process as well as for the internal needs of the Agency and not to make it accessible to third parties.

7.2. The Parties have agreed that any and all information provided between the Parties in connection with the entry into and the performance of this Contract and information constituting the content hereof as well as information provided during or ensuing from the performance of the Contract shall remain, based on the will of the Parties, confidential.

7.3. The Parties undertake to refrain in connection with the protection of the data under this Contract from acts by which they might cause damage to the other Party, if there was a reason to believe that the other Party might incur such damage.

7.4. The Parties have agreed not to disclose such information to any person and to adopt such measures which will ensure that such information will not be accessible to third parties. The provision of the previous sentence shall not apply where:

- a) the Parties have a contradictory obligation stipulated by law; and/or
- b) such information is provided to natural/legal persons who are bound by a non-disclosure obligation given by law; and/or
- c) such information becomes known or available to the public in a manner other than by the breach of the obligations arising under this article.

## **8. Notices**

8.1. Any notice (or other communication) between the Parties concerning this Contract or which is to be given under this Contract must be in writing and shall be deemed duly delivered if delivered by the relevant Party to the other Party which is the addressee in any of the following manners:

- a) in person
- b) by registered mail; or
- c) by a courier service.

8.2. Ordinary communication between the Parties may take place by phone, e-mail messages or in the form of videoconferences.

8.3. Notices under clause 9.1(a) and (c) above are considered delivered upon their acceptance or refusal of acceptance. Notices under clause 9.1(b) above are considered delivered on the tenth (10th) day following their documented sending, unless their sooner due delivery is proven.

- 8.4. To prove the delivery it is sufficient to substantiate that the delivery has taken place or that the envelope containing the notice or other document was duly addressed and deposited to a post office as a pre-paid registered mail or that a fax message was duly addressed and the transfer was successful.
- 8.5. Notices under clause 9.1 shall be delivered to the addresses of the Parties specified in the heading of this Contract or, in the event of a change in the address of the registered office, to such address of the relevant Party's registered office which is stated in the companies or a similar register and announced to the other Party in writing.

## **9. Miscellaneous**

- 9.1. This Contract constitutes the entire agreement of the Parties concerning the subject-matter of this Contract and supersedes any and all other written or oral agreements made in relation to the subject-matter of this Contract.
- 9.2. Should any of the provisions of this Contract become invalid or unenforceable, the validity and enforceability of the other provisions of this Contract shall not be affected. The Parties undertake to substitute the invalid or unenforceable provision with a new provision which will correspond to the objective expressed by the original provision and this Contract as a whole.
- 9.3. The Parties have agreed that any dispute arising from or in connection with this Contract which cannot be settled amicably shall be resolved before the state courts of the Czech Republic and shall be subject to the legal order of the Czech Republic.

## **10. Final Provisions**

- 10.1. This Contract becomes effective on the day of its signing by both Parties.
- 10.2. Any and all changes in this Contract must be made in writing in the form of numbered amendments approved and signed by both Parties.
- 10.3. This Contract is drawn up in two counterparts, of which each of the Parties shall receive one counterpart.
- 10.4. The Parties declare that they have entered into this Contract on the basis of their free will, the Contract was not entered into in duress or under noticeably disadvantageous conditions, they have read and understood the content of this Contract, and in witness of their approval they sign the Contract without any objections.

### **SIGNATURES OF PARTIES**

Date

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Agency

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Candidate