

## Terms & Conditions

### 1. Services

**Definition of the search:** Lotus Partners searches for and selects the best candidates for the position to be filled, considering the complete job description and profile of the ideal candidate provided by the client.

**Search and selection of candidates:** Lotus Partners undertakes all the necessary steps to attract candidates either through job advertisements, through our network or by direct approach. Lotus Partners then selects the candidates based on:

- personalised interview with each candidate (face-to-face or by video call depending on the location of the candidate);
- assessment of their language skills and technical competencies, in the limit of our knowledge and capabilities;
- professional references taken with the prior agreement of the candidate.

**Presentation of application files:** Except for particular cases, Lotus Partners provides for each selected candidate a complete file including a report from the interview, his resume, work certificates and education diplomas.

Lotus Partners gives support to its clients throughout the recruitment process until the candidate's hiring.

### 2. Specific conditions

Lotus Partners presents the candidates' files with the following conditions:

- The application files submitted by Lotus Partners remain its exclusive property, except for the file of the hired candidate. These files are strictly confidential and may not be given or shown to any third parties or used directly.
- The client is entirely responsible for the payment of the placement fee if he introduces to a third party any candidate who was previously introduced to him by Lotus Partners, and if an employment contract is signed between this candidate and said third party.
- The client may not re-contact a candidate introduced by Lotus Partners within 12 months of his file being submitted or receive it from another source without exception. If a candidate is hired for an employment during this period, the full placement fee for that candidate will be invoiced to the client regardless of the position within the institution.

### 3. Fees

Our fees are based on the annual full compensation of the selected candidate, including the gross annual salary, fringe benefits, allowances and bonuses (sign-on bonus, buyout bonus, or any type of contractual bonus for the current or following year), shares/options, representation fees and allowances (lunch and health insurance).

Our fees are calculated on the candidate's full annual compensation:

a) Below	CHF 120'000/year	<b>20 %</b>
b) From	CHF 120'000/year	<b>25 %</b>
c) From	CHF 250'000/year	<b>30 %</b>

Variable compensation when the variable components are part of the work contract (such as Salespersons, Relationship Managers, etc.): our conditions are identical to conditions a) to c) above. All variable components relative to the first 12 months of work are considered as well, which include fix salary, contractual commission on assets brought, contractual commission on earnings or returns, retrocession, bonuses, etc.

In the case of a candidate being hired part time, our fees are calculated on the annual base salary equivalent to a full-time activity.

Our fees do not include VAT and are invoiced once the candidate has started to work. They are payable within 30 days.

### 4. Warranty

In case of a mismatch between the hired candidate and the job description or bad performance of the candidate, Lotus Partners will reimburse the client if a break in the employment contract occurs during the first three months of activity, according to the following:

- 60% of the fees paid during the 1st month
- 40% of the fees paid during the 2nd month
- 20% of the fees paid during the 3rd month

This warranty does not apply, particularly if the job description has been modified after the signature of the contract, if it is an economic dismissal, if the reasons for the breach of contract lie with the employer or in any case if the fees have not been paid on time.

## **5. Liability**

Lotus Partners accepts no liability for the choice and hiring of the candidate introduced by Lotus Partners and for the candidate's services in his employment. The client bears sole responsibility for hiring the candidate and for the consequences resulting therefrom.

## **6. Entry into force**

The present Terms & Conditions take effect when an assignment is awarded, either orally or in writing and, in all other cases, upon receipt of an application file sent by Lotus Partners.

## **7. Applicable law / Place of jurisdiction**

These Terms & Conditions shall be governed by and subject to Swiss laws. All disputes and legal proceedings arising out of or in connection with these Terms & Conditions shall be settled exclusively by the competent courts of the Canton of Geneva, Switzerland.

Swiss law applies.