

§ 1 Placement Terms

1.1

If the recruitment agency successfully places an employee (the placed person) with the employer, the recruitment agency shall receive a one-time fee from the employer.

The fee amounts to EUR 1,500.00 net

per successful placement.

The invoice will be issued as a net invoice (small business scheme, Czech Republic)

The **payment of EUR 1,500.00 net**
is due after **3 calendar days** have passed.

*If the employment relationship ends before the expiry of **the three calendar days (trial days)**,
no payment shall be due either.*

1.2 30-Day Warranty

A **30-day warranty** is granted.

**If the employment relationship ends within 30 days (irrespective of the legal grounds),
a free replacement will be provided at no additional cost.**

In the event of a warranty claim, **one free replacement placement**
will be granted per successful placement.

The placement is successful once the employment relationship has lasted
three calendar days.



1.2

Accordingly, what determines the due date of the recruitment agency's claim is not the actual end of the employment relationship, but the time of the unilateral or mutual declaration directed at terminating the employment relationship (such as, for example, a notice of termination or a termination agreement).

The period begins on the first working day or trial day, as applicable.

Accordingly, if the employment relationship ends before the expiry of **the three calendar days** (irrespective of the legal grounds), the recruitment agency shall have no claim to a fee.

1.3

For the placed person
the services of the recruitment agency are
free of charge.

§ 2 Invoicing

2.1

Invoicing will be carried out

directly by the Czech sole proprietorship "Christian Hoh".

2.2

The invoice will be issued directly once

the recruitment agency's claim becomes due.

*(That is, after the employment relationship has existed for **three calendar days**).*

The payment term is 5 calendar days.



§ 3 Conditions for Collective Bargaining and Employment Agreements

3.1

The employer undertakes to employ the placed person in each case in accordance with the terms of the collective bargaining and employment agreements applicable to it, in particular to remunerate the placed person accordingly. Should no collective bargaining agreement be applicable, the employer undertakes to pay the placed person the customary and reasonable local rate of pay within the meaning of Section 612(2) of the German Civil Code (BGB).

3.2

The placed person will receive the following information about the employer from the recruitment agency (in accordance with the job description):

- · *Position and requirements profile*
- · *Cost of staff accommodation*
- · *Working hours / vacation*
- · *Monthly gross salary*

§ 4 Hiring as a Skilled Worker / Acceptance of International Training Certificates

Hiring takes place in accordance with the skilled-worker standard, provided that the relevant training certificates are submitted. If international employees from the EU or the EEA are placed, the employer shall accept their respective training certificates or diplomas (certificates) in accordance with the applicable statutory provisions, i.e. provided that these are comparable to the corresponding certifications. Should an employee have falsified or incorrectly translated their documents, sole legal responsibility for this shall lie with the employee. The recruitment agency accepts no legal responsibility whatsoever for any incorrectly translated or falsified diplomas (application documents).

§ 5 Support, Administration & Management

As between the parties, the employer shall be responsible for ensuring that the registration, social security, and other regulations in connection with the employee's commencement of

employment are complied with. (*Primary residence / bank account / health insurance / tax number, etc.*)



§ 6 Staff Accommodation

The employer shall provide the employee with staff accommodation (if necessary).

The costs of the staff accommodation will be communicated to the recruitment agency in advance.

§ 7 Exclusion of Liability

The recruitment agency assumes no liability towards the employer

for any property damage, personal injury, or financial loss caused by the employee in connection with their employment relationship.

It is not a party to the contractual relationship between the employer and the employee; in particular, the employee is not a vicarious agent of the recruitment agency.

§ 8 Subsequent Successful Placement

A placement shall also be deemed successful within the meaning of § 1 if the employer enters into an employment relationship with one of the persons proposed to it within 12 months of the day on which that person was proposed to it. The employer undertakes to notify the recruitment agency without delay – but at the latest upon specific request – as to whether it has entered into an employment relationship with a person proposed by the recruitment agency within the aforementioned period.



Final Provisions

Agreements deviating from this placement agreement shall require written form (email shall suffice).

This shall also apply to any amendment or waiver of this written-form requirement.

The place of performance for all services under this agreement is the Czech Republic / Prague.

Insofar as legally permissible, the Czech Republic / Prague is likewise agreed as the place of jurisdiction.

The governing law for the interpretation of this agreement and for all disputes connected therewith shall be the law of the Czech Republic.

In particular, the provisions and legal bases governing personnel placement shall apply to this placement agreement.

Should any provision of this agreement be wholly or partially invalid, this shall not affect the validity of the remaining provisions.

The parties shall, in the event of an invalid provision, negotiate a valid substitute provision that most closely reflects the economic purpose pursued by the parties with the invalid provision.

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