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## Terms and Conditions AI-Shortlist Plan

This agreement ("Agreement") is made between Newcruitment AI (hereinafter referred to as "Service Provider"), and **Client Name and City** (hereinafter referred to as "Client") on **date** for the purpose of providing recruitment services to the Client.

### 1. Service Description

This is an AI-powered hands-off talent acquisition system that generates smart and precise shortlists of qualified candidates for the client. The service provides a shortlist of the best candidates who precisely match the Client's job requirements and are ready for an interview with the Client, it also provides unlimited talent pools, unlimited hires, and candidate profile ownership, fast and reliable shortlisting, and an extremely competitive fee structure.

### 2. Services Fees

#### ● Option 1: Single Search

The activation of the search requires the Client to pay an activation fee €/CHF 1,000. The search process will commence only upon confirmation of funds received in the Service provider's bank accounts. Upon presentation of the first shortlist of candidates, an invoice amounting to €/CHF 2,000 will be issued, which the Client agrees to settle within 15 days from the date of receipt. In the event of late payment, the Client will be subject to a penalty of 1% per month on the outstanding balance.

#### ● Option 2: Volume discounts

- 2 searches for €/CHF 5,000 (upfront activation fee of €/CHF 2,000 and a shortlist fee of €/CHF 1,500 per search)
- 3 searches for €/CHF 6,000 (upfront activation fee of €/CHF 3,000 and a shortlist fee of €/CHF 1,000 per search)
- 4 searches for €/CHF 7,500 (upfront activation fee of €/CHF 4,000 and a shortlist fee of €/CHF 875 per search)
- 5 searches for €/CHF 8,500 (upfront activation fee of €/CHF 5,000 and a shortlist fee of €/CHF 700 per search)

The validity of purchased searches is valid for 12 months.

#### ● Option 3: Monthly Subscriptions

- 2 monthly searches for €/CHF 3,000 (for a 12-month contract, payable on the 1st of each month)
- 5 monthly searches for €/CHF 6,000 (for a 12-month contract, payable on the 1st of each month)
- 10 monthly searches for €/CHF 10,000 (for a 12-month contract, payable on the 1st of each month)
- 15 monthly searches for €/CHF 12,000 (for a 12-month contract, payable on the 1st of each month)
- 20 monthly searches for €/CHF 14,000 (for a 12-month contract, payable on the 1st of each month)

**White label service.** Under this service, outreach to candidates can be carried out using the Client's domain name, and the service can be white-labelled. This entails that all communication and correspondence with candidates will give the impression of originating directly from the Client, without disclosing Newcruitment AI involvement to candidates.

An addendum outlining the specific terms and conditions for monthly subscriptions will be incorporated into this contract.

### 3. Service Guarantees

The Service Provider guarantees to present a shortlist of at least 3 (up to 15) qualified and interested candidates ready for an interview for the specific job role. In the event that the Service Provider is unable to present a minimum of three qualified candidates for each search, the shortlist fee will not be considered payable and the corresponding portion of the activation fee that has already been transferred shall be retained for the purpose of starting another job search.

#### 4. Delivery of Candidates

Delivery of a shortlist typically takes 15 days and may vary based on role complexity and candidate availability. The maximum duration of the search for qualified candidates for one position will not exceed 30 days.

#### 5. Client Ownership and Satisfaction

The Client can make an **unlimited number of hires** and keep ownership of all candidate profiles upon search project completion. The Client may request a refund or additional services if they are not satisfied with the quality of presented candidates.

#### 6. Quality of Candidates

The Service Provider ensures the quality of candidates who pass the custom job-specific screening questions and confirm their interest in the position. However, the Service Provider cannot guarantee the availability or interest of candidates beyond their confirmation of interest. Additionally, the Service Provider does not assess candidate attitude or personality via phone screening, nor will they measure any other unmeasurable soft skill of the candidate.

Upon request, we can provide competency and behavioral assessments for an additional fee.

#### 7. Non-Compete

The service provider shall not engage in any form of employee poaching from the company during the term of this Agreement and for a period of 1 year following the termination of this Agreement. Additionally, the service provider shall not offer its services, directly or indirectly, to any of the final clients of the Client using the service during the aforementioned period.

#### 8. Intellectual Property

The intellectual property rights in any reports, assessments, or analyses produced by the Service Provider for the Client shall be jointly owned by both parties. The Client shall have the right to use such intellectual property for their own internal recruitment purposes only. The Service Provider shall have the right to use such intellectual property for their own marketing and promotional purposes, subject to obtaining the Client's prior written consent.

#### 9. Confidentiality

Both parties agree to keep confidential all information relating to this Agreement and the recruitment service provided, including the personal information of candidates, unless disclosure is required by law.

#### 10. Data Privacy and GDPR

Compliance Both parties agree to comply with all applicable data protection laws and regulations, including the EU General Data Protection Regulation (GDPR), with respect to the processing of personal data under this Agreement. The Service Provider shall only collect, use, and disclose personal data for the purpose of providing the recruitment services, and shall take appropriate technical and organizational measures to ensure the security of personal data. The Client shall provide all necessary consents, notices, and disclosures to candidates as required by applicable data protection laws and regulations. Any breach of data protection laws or regulations by either party shall be promptly reported to the other party.

#### 11. Termination

Either party may terminate this Agreement by providing written notice to the other party. The Service Provider reserves the right to terminate the Agreement if the Client breaches any of its obligations under this Agreement.

## 12. Liability

The Service Provider is not liable for any indirect, incidental, or consequential damages arising from the provision of the recruitment service. The liability of the Service Provider for any claim arising from the provision of the recruitment service is limited to the amount paid by the Client for the service.

## 13. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of [Switzerland / Zurich Canton]. Any dispute arising from this Agreement shall be resolved through mediation, failing which, the dispute shall be referred to arbitration under the rules of [Arbitration Association]. The decision of the arbitrator shall be final and binding on both parties.

In the event of a dispute, the number of arbitrators shall be defined at three, and the location shall be in Zurich with the language being German or English. Any damages awarded shall be limited to the amount paid by the Client for the service.

By signing below, the parties acknowledge that they have read and understood the terms and conditions of this Agreement and agree to be bound by them.

## Selected Plan

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### Newcruitment AI

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Authorized Signature

### Client Name

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Authorized Signature