

GENERAL TERMS AND CONDITIONS REGARDING EXECUTIVE SEARCH

1. PREAMBLE

- 1.1 This document sets out the General Terms and Conditions (hereinafter “GTC”) of **Hotel Talent Search** (Raoul Gransier, Gransier & Associates, e.U.), from now on referred to as “HTS”, located in Austria, AT-1170 Vienna, Rudolf Bärenhartgasse 13b5, Company registration: FN369444a, VAT registration: ATU66849529, regarding HTS providing Executive Search service to its Clients (hereinafter “the Client”).
- 1.2 HTS is specialised in recruiting skilled management employees in the hotel and gastronomy sector.
- 1.3 These GTC as well as [HTS Privacy Policy \(https://www.hoteltalentsearch.com/en/privacy-policy/\)](https://www.hoteltalentsearch.com/en/privacy-policy/) regulate the conditions, under which Work Orders are handled. The Work Orders by these conditions are referred to HTS either personally, by phone or in writing by the Client according to its requirements.
- 1.4 Legal GDPR regulations apply, which when not respected, ignored or abused, can lead to substantial legal consequences including significant financial penalties for which the Client is fully liable, including legal Fees incurred by HTS as claiming party.

2. LEGAL RELATIONSHIP

- 2.1 The purpose of HTS is to present suitable managerial employment seekers to the Client, by HTS providing Executive Search services to the Client.
- 2.2 The establishment of the employment relationship is, however, solely between the Client and the employment seeker.
- 2.3 The Client is responsible for observing all work-related laws, to comply with the Labour Code and legislation in force in the Agreement territory. These laws are not the subject of HTS business area or the order for assignment.

3. CLIENT DATA PRIVACY

When a Client accepts the GTC of Hotel Talent Search, it also gives consent that HTS may, from time to time, contact the Client about our products and services, either via phone or by e-mail, as well as other content that may be of interest to the Client.

Hotel Talent Search is committed to protecting and respecting its Clients privacy, and we'll only use Clients personal information to administer the Client account and to provide the products and services the Client requested from us.

Clients may unsubscribe from these communications at any time. For information on how to unsubscribe, as well as our privacy practices and commitment to protecting your privacy, Clients must visit HTS Privacy Policy online on www.hoteltalentsearch.com/en/privacy-policy

4. COMPLIANCE WITH PROVISIONS OF ARTICLE 12 OF THE LOPD

For such purposes and in compliance with the provisions of Article 12 of the LOPD, HTS and its Client expressly states and undertakes to:

- 3.1 Both HTS and the Client use and treat the Candidate's Data with the sole and exclusive purpose of the Work Order.
- 3.2 Both HTS and the Client mutually agree on strict confidentiality and privacy of the Personal Data provided by the Applicants regarding their processing and neither discloses any confidential Data regarding HTS and the Client.
- 3.3 HTS and the Client accept and confirm that the confidentiality obligations regarding Personal Data set up in these GTC shall be of unlimited duration and in force after the termination, for whatever reason, of the relationship between the Client and HTS.
- 3.4 Both HTS and the Client will expressly refrain from using the Data for a different purpose than that agreed upon, and especially from altering them.
- 3.5 Both HTS and the Client are responsible for restricting access to Candidate's Data to its employees or its external HR contractors, who absolutely need to have access and knowledge of them in order to carry out the purpose of this Agreement, undertaking to impose on them the confidentiality and prohibition of use obligations regarding the Data, and committing to respond to any breach of the obligations mentioned by any of their employees above mentioned.
- 3.6 Both HTS and the Client will inform their personnel, associates and contractors of the obligations set up in this confidentiality obligation, issuing as many warnings and documents necessary to their personnel and associates to ensure compliance with such obligations.

The Client confirms that it will destroy all Applicants CV's and additional documents (except the hired Candidate) after the completion of the Search.

5. HTS OBJECTIVE

- 4.1 The object of HTS is Searching for qualified Professional Experts and Management Staff in hotel keeping and restaurant management, who are interested in a job offer.
- 4.2 HTS is commissioned through a Work Order based on the GTC, by the Client to Search Professional Experts and Management Staff through its offices in Vienna (Austria) for employers in the hotel and gastronomy industry located worldwide.
- 4.3 The assignment has as its goal the establishment of gainful employment of Management Staff, respectively of establishing pre-conditional relationships for employment of these persons. The object of the Agreement is merely the initiation, not, however, the completion of Employment Agreement in the name of the Client.

6. WORK ORDER

- 5.1 HTS requires a confirmed Work Order before starting a Search for qualified professional experts and management staff in hotel keeping and restaurant management
- 5.2 For the expediency of the assignment, the Client shall provide a most accurate outline of the requirements, describing the job title and duties, workplace, salary and benefits, (latest) starting date and divulging all information that is required for a successful placement.
- 5.3 The job information must be as clear and brief as possible for the benefit of the Applicants and the Client's image, as well as that of HTS , not to mislead Applicants.
- 5.4 The job openings announced must comply with the Labour Code and legislation in force in the Agreement territory.
- 5.5 The Client, as well as persons in Search of employment, empower HTS expressly, to transfer all data transmitted to third parties for the assignment. The Client empowers HTS expressly, to

process all personal and other published data relating to its Company and all given information electronically. The Client also agrees that this data will be if required by law, passed on to third parties, especially authorities and other institutions.

7. EXECUTIVE SEARCH PROCESS

- 6.1 HTS services are provided at its offices in Vienna, Austria.
- 6.2 HTS offers either a Contingency Search, or Flat-Fee Search, and confirms the handling of each type of search per Work-Order.
- 6.3 Search Profiles prepared by HTS for an Executive Search assignment are the ownership of HTS, and may not be used or copied by Client for self-hire and/or distribution and use by other Search agents, either during or after the hire.

8. CLIENT INTERVIEW PROCESS

- 7.1 The Client is to contact each of the Candidates shortlisted by HTS within 14-days of having received the Candidate profiles. Delay by the Client to contact a shortlisted Candidate may lead to the Candidate no longer being available.
- 7.2 HTS will handle declining of Candidates. The Client is to make the offer of hire to the final chosen Candidate, latest within 14 days of the final interview.
- 7.3 The Client may view, print or email Applicant CV's as well as additional documents related to the Applicant (cover letter, reference letters, portfolios, etc...) to its internal Associates.
- 7.4 Internal Associates are defined as, either employed with the Client, or Clients' external HR Consultants who have confirmed to work per the HTS Terms & Conditions to review applications.
- 7.5 The Client is not allowed to share Applicant's private and career information with anyone outside of its organisation, nor may it check references of the Applicant without its prior consent.
- 7.6 Upon completion of the Client Interview Process, all applications of non-hired candidates (Including CV, interview notes, assessments and correspondence) are to be removed from the Clients internal systems - including printed copies - and must be destroyed.
- 7.7 The Client is responsible for all (pre-paid) expenses incurred by the Candidate during the recruitment process, including, but not limited to interview travel costs, visa processing and medical examinations. Candidates may not be asked for advance payment for any of such services.

9. TRIAL PERIOD AND PLACEMENT GUARANTEE

- 8.1 The expression "trial period" used within the framework of this Agreement or for conducting this legal transaction is not based on the legal trial period or trial period binding in the Collective Agreement as defined in the Agreement of employment between employer and employee, but is confirmed in the agreed Work-Order.
- 8.2 Should an employee, which has been recruited as a consequence of a HTS Search, leave a placement, or be dismissed for any legitimate reason (excluding sale of the Asset and/or change in Management Agreement or Company), within the trial period then HTS guarantees – where the balance has been received by HTS latest within 14-days from the date of invoice, to provide a single (once only) replacement Search up to a maximum shortlist of 3 Candidates at no additional cost – unless the newly placed Candidate is hired at a higher salary as the originally

placed Candidate in which case the success Fee will be newly calculated, to be paid by Client upon Agreement signature of the replacement Candidate.

- 8.3 In the event of no suitable replacement provided, HTS will issue a credit note, which can be used without time limitation for one further assignment, with a maximum limit of three shortlisted Candidates per this new assignment.

10. PAYMENT

- 9.1 HTS Fees are based on the total gross salary per full year, exclusive of employer contribution and bonus/benefits, and are regardless of scalable salary agreements whereby an initial salary grows over time.
- 9.2 HTS must be informed by the Client, at once and without delay, upon Agreement signature, between Candidate and Client of the agreed Agreement conditions.
- 9.3 HTS will issue an invoice to the Client upon Agreement signature, between Candidate and Client, which is payable by the Client within 14-days from receipt of invoice (date of email sending applies).
- 9.4 Should a potential Candidate suggested by HTS at first be rejected by the Client, then the full Fee is payable if the Client nevertheless employs the Candidate who has been introduced by HTS within 12 months of introduction.
- 9.5 The appropriate Fee is also payable if a Client employs a Candidate again later after terminating the employment relationship during the trial period.
- 9.6 In the case the Client requires HTS to travel to its offices, hotel or restaurant, then travel cost are re-charged at cost for travel by train or express-bus in 1st or Business Class, local public transportation, travel by air or ferry under 4-hours at best available non-restricted fare for (Y) Economy Class (over 4 hours of travel next upgraded class), travel by car at € 0.42 per km, cost for visa, local (airport/train/ferry or bus-station) transfer, parking, and WiFi.
Single accommodation based on full board and inclusive of tax will be provided for by Client at no extra charge or will be re-charged at cost. Travel insurance is at the cost of HTS unless the Client insists on travel and lodging being booked at restricted booking conditions. If an exchange rate applies, then this will be obtained from the credit-card company by which card the service was paid for (a handling charge may apply as charged by the credit-card company).
For cash payments, the exchange rate will be used on the date of invoice, obtained from xe.com.
- 9.7 The Client shall bear the cost of all bank transfer expenses relating to the payment of all Fees.
- 9.8 Services are advised exclusive of VAT and can be changed by HTS at any time, by a minimum of the Austrian annual inflation rate.
- 9.9 A delay, or non payment of Fees is not accepted, and may lead to an incasso procedure through our Credit Agency. If so, interest and legal Fees apply for which the Client is liable.

11. DISCLAIMERS

- 10.1 Services are provided “as is”. To the extent permitted by law, except as expressly set up in this agreement, neither HTS nor the Client makes no warranty of any kind, explicit or implicit, regulatory or of any other type, including warranties of merchantability, fitness for a particular purpose and non-infringement.

12. LIMITATION OF LIABILITY

- 11.1 Except for HTS or the Client's compensation obligations, neither party shall be liable for lost profits or indirect, special, incidental or consequential damages, exemplary or punitive, including if the party was aware or compelled to know those potential damages, and even if the direct damages do not satisfy a compensation.
- 11.2 HTS does not accept any liability for long or shortlisted Candidates or recruited Employees. It cannot guarantee that a Candidate is not assigned another placement or that a Candidate chooses to accept another placement.
- 11.3 HTS has no liability whatsoever for the professional or physical suitability of the prospective employee. Liability is also nonexistent when the prospective employee has undergone aptitude tests, tests and classification tests and the results of these have been divulged to the Client. Claims for replacement are also impossible in the case of damages committed by the prospective or hired employee.
- 11.4 Unless already governed by a local Labour Code or legislation, HTS recommends its Clients to require a mandatory health check of chosen Candidates before offering employment.
- 11.5 The Client must inform each Candidate expressly and certifiably of any possible health hazard.

13. USE OF CORPORATE LOGOS

- 13.1 Unless otherwise specified in the agreement signed offline, the Client authorises HTS to publish their logo or corporate brand in HTS's webpage, their publications or presentations to the public (sales, conferences, press releases, etc.) with the purpose of communicating the business relationship between HTS and the Client.
- 13.2 HTS agrees to use the logo or corporate brand authorised by the Client, respecting their colour and design reproduction and their appearance.
- 13.3 HTS may not use the logo or corporate brand of the Client in a misleading or wrongly manner, or that adversely reflects the name, prestige, reputation and image of the Client.
- 13.4 On occasions, the logos provided by the Client to HTS for posting job offers may not be visible enough. In these cases, HTS will request from the Client another logo, or under the express authorisation, HTS will propose an improved version to be used solely for job offer postings.

14. EARLY AGREEMENT CANCELLATION

Both HTS and the Client may cancel the Agreement or suspend its terms if:

- 14.1 One party fails to comply with the Agreement formally and does not settle the breach within 30 days from the moment of being informed in writing.
- 14.2 One party ceases trading.

15 OTHERS

- 15.1 If any clause included in these General Terms and Conditions or the Agreements signed between the parties is declared null and void or unenforceable, this nullity or unenforceability shall only affect the provision in question or the part of it that is null and void or unenforceable, while the

remaining clauses will be upheld, and such provision or the part of it affected will be considered as non-existing.

- 15.2 The validity and conditions of other parts of the Agreement are unaffected, should previously mentioned terms be invalid, ineffective or impracticable. The Agreement partners are in such a case obliged to negotiate the terms in question until clauses that correspond closest to the meaning and purpose of the finalised Agreement are found.
- 15.3 Changes or additions to the Agreement are to be made expressly in writing.
The Client will waive any reference to verbally changed or additional arrangements.
HTS is not liable for losses incurred due to faulty record taking.
- 15.4 All statements, documents and publications shall be written in the gender-neutral language regarding the General Terms and Conditions by HTS are directed at both men and women equally.
- 15.5 For the resolution of any issue or controversy that may arise in the interpretation and/or compliance with this Agreement, the parties expressly submit to the competency of the Commercial Court in Vienna (Austria), explicitly renouncing their jurisdiction area, if different.

Vienna, 01.01.2018