

## GENERAL TERMS AND CONDITIONS

These general terms and conditions (hereinafter referred to as GTC) shall apply to the entire business connections between the client (hereinafter referred to as the principal) and MYSKILL BT. (referred to hereinafter in short as MYSKILL). The provisions set out in agreements negotiated in writing with the client shall be deemed to have priority. Oral arrangements and information must be confirmed in writing to be valid.

### **Personnel / Recruitment consultation and Search & Selection**

F1. The scope of MYSKILL'S performance shall be set out in the written proposal and/or confirmation of order for the particular order concerned. The principal shall be entitled to all consultation services fixed in the written offer or written confirmation of order and, furthermore, to amplify to a continuing order.

F2. The costs and/or fee for the search and/or selection of personnel shall be determined according to the type and scope of performance of the order, whereby the costs and/or fee shall be defined in writing in the offer and/or confirmation of order. As a rule, offers shall be binding for a period of one month.

F3. MYSKILL shall provide a success guarantee. The offered guarantee period shall be stated in the written offer. Should the employment relationship be terminated within this time, MYSKILL shall undertake to refill the vacancy without charging a new fee. Only ad-placement costs, which may be incurred, shall be invoiced. Corresponding subsequent billing shall be made upon substantial change to the job profile or annual gross salary. The guarantee shall apply once only per order and vacancy. Any and all deviations from the guarantee can be seen in the offer.

F4. Personnel dossiers, which MYSKILL provides to the principal, shall remain MYSKILL'S property. Applicant dossiers are to be treated confidentially returned to MYSKILL if not used and may not be passed on to third parties. Should an applicant presented by MYSKILL be employed within a period of 1 year by the principal himself or an enterprise over which he has influence or as a freelance employee, MYSKILL shall be entitled to the fee negotiated according to the confirmation of order.

F5. MYSKILL'S personnel search and selection shall in no case replace comprehensive evaluation of the candidate by the principal. By signing a work contract with a candidate recommended by MYSKILL, the principal shall assume all responsibility for his choice. MYSKILL shall accept no responsibility both as regards the candidate's statements and with respect to the execution of work assigned to him in his new employment relationship.

F6. MYSKILL shall undertake to handle confidentially all data provided by the principal and the results of consultation, and to bind its employees to corresponding confidentiality obligations. Advisory opinions and information on applicants are intended for the principal only; forwarding such to third parties is impermissible.

### **Mutual provisions**

F1. Invoices issued by MYSKILL shall be payable within 30 days upon receipt. All transfers shall be at the principal's risk and shall be made such that the invoice sum is credited to an account named by MYSKILL by no later than 8 days following receipt of invoice. All bank charges shall be borne by the principal without exception. In cases of default, default interest in the amount of prevailing bank rate, due immediately, shall be billed for the entire duration of default. In particular, current or further orders from the debtor in arrears may be laid aside until the sums due have been paid. In a case of arrears, the principal shall be obligated to pay all costs of dunning, expenses and cash outlays of whatever type incurred by MYSKILL for following up claims. Furthermore, apart from any and all costs determined by a court, the principal must effect restitution of all pre-litigation costs of an attorney [and/or] collection agency, as well as, however, the collection costs of. Payments received shall initially be accounted against interest and charges and finally to invoiced sums. Objections to invoices must be made in writing and will only be acknowledged within a period of 8 days from date of invoice.

F2. Ineffectiveness of individual provisions set out in these general terms and conditions shall not alter the effectiveness and binding nature of the remaining provisions. Such ineffective provision is to be replaced by an effective one, which comes closest in sense and purpose to the ineffective one.

F3. The contractual partners shall be obligated to bind any and all legal successors over to the present provisions. Hungarian law shall apply. Place of fulfillment is Budapest. The local court competent shall expressly be agreed to have jurisdiction on any and all disputes arising in connection with the contractual relationship.

Effective date: 03.01.2022, Budapest