



Terms and conditions





## General Terms of Collaboration between :

Sparkee Luxembourg (hereunder referred as Sparkee)  
The Client (hereunder referred as The Client)

Sparkee  
Registered Office: 2, rue Eward Steichen, L-3324 Bivange (Luxembourg)  
Registration Number: B269072  
VAT: LU34139883  
Bank (IBAN): LU59 0019 7155 2339 6000  
Bank (BIC): BCEELULL

1. Sparkee offers HR services to The Client (Recruitment, Assessment and Onboarding services).  
The Client is ultimately responsible for ensuring a candidate's suitability and capability for employment.
2. Sparkee activity covers but is not limited to introducing candidates to The Client, on his demand or proactively, aiming for a work agreement being made between the parties without any difference of contract type (employee, freelance, etc.)  
5. These Terms of Collaboration will constitute the only contract between Sparkee and The Client unless a written amendment is signed by both parties.
3. If requested by The Client, Sparkee can check a candidate's references relating to his/her qualifications in the context of a working collaboration. The Client is ultimately responsible for checking and ensuring a candidate's suitability and capability for employment, and complying with any legal and medical requirements relating to a candidate.  
6. An introduction of a candidate will be considered valid as soon as Sparkee provides The Client with any information related to a named candidate either orally or in writing. Unless written agreement an introduction of a candidate counts as an acceptance of our standard conditions.
4. If requested by The Client, Sparkee can assess the candidate in matter of personality. Those information are purely indicatives and  
7. Each introduction is strictly confidential. Would the non-respect of this clause results in the hiring of the candidate by any subsidiaries, sister/mother companies or companies related to The Client, remuneration to Sparkee will be payable.

8. In the case an introduced candidate would sign a contract with The Client within 18 months of the introduction, remuneration of Sparkee will be payable.

9. A placement is deemed valid as soon as an introduced candidate confirm the job offer acceptance.

10. The Client will notify Sparkee immediately when a candidate is appointed and provide Sparkee with detailed information related to the job offer. Should The Client fail to inform Sparkee within 14 days of the start date of the candidate, an invoice will be due valued at the highest amount between 35% of candidate's first year's total remuneration and 25 000 euro.

11. The Client commits to provide Sparkee with any required Purchase Order within 14 days of the placement. Should The Client fail to do so Sparkee is authorized to invoice The Client without Purchase Order.

12.1. When it comes to recruitment services (success fee), Sparkee remuneration is 25% of an anticipated candidate's first year remuneration including but not limited to yearly salary (guaranteed and non-guaranteed bonus, on target earnings, etc.), company car (budget value), housing allowances and extra benefits such as meal vouchers, share buyouts, etc.

12.2. When it comes to executive search services (retainer fee), Sparkee remuneration is 30% of an anticipated candidate's first year remuneration including but not limited to yearly salary (guaranteed and non-guaranteed bonus, on target earnings, etc.), company car (budget value), housing allowances and extra benefits such as share buyouts, etc. The first 10% are paid at the beginning of the search, the second 10% after a first booked interview and the last 10% on the candidate start date.

13. Sparkee Invoices become established:

- Success Fee: on the first working day of the placed candidate
- Retainer Search: explained in article 12.2
- Assessment, Onboardin: when service is requested.

14. Sparkee invoices are subjected to 30 days payment.

15. Sparkee invoices are accepted by The Client if no dispute sent by registered letter stating the reasons of the rejection is receive within 8 working days.

16. Would The Client fail to pay Sparkee invoice agreed payment terms and after a registered letter being sent as final reminder, an extra of 15% of the total invoice will be due.

17. The Client will support the legal costs incurred by Sparkee if an invoice is not paid or paid after agreed payment terms.

18. In the unlikely event that a candidate would leave during the first twelve weeks of employment and at the condition that the role specification options based on but not limited to the situation, candidate supply, etc.:

- Refund of 8,33% of the invoice for each week within the first twelfth weeks the candidate did not work

- New Free of Charge Replacement covered by the remained rebated period (prorata based).

Refund or replacement will not be proceeded in the following cases:

- The candidate is made redundant
- The cause of termination is not related to the candidate's qualification, abilities or conduct

- The cause of termination is related to medical situation

- Sparkee is not notified in writing within 14 days of the termination

- Sparkee invoice is not paid with the agreed payment terms.

19. The nullity of one of the clauses to be found in the present standard conditions of sales shall, on no account, entail the nullity of the entire conditions of sales.

20. The Courts of Luxembourg shall have jurisdiction in case of non-payment or in any dispute arising here from. Likewise, Luxembourg law will apply, to the exclusion of all others.