

# Terms and Conditions of ENIT HR OÜ for Clients

## 1. Definitions

1.1. In these Terms and Conditions (hereinafter referred to as "T&C"), unless the context requires otherwise:

- "ENIT HR" and "Agency" refers to ENIT HR OÜ, a recruitment agency located at Tartu mnt 67/1-13b, Tallinn, Estonia.
- "Client" refers to any individual or entity engaging the services of ENIT HR for recruitment purposes.
- "Candidate" refers to any individual identified and presented to the Client by ENIT HR for employment opportunities.
- "Services" refer to the recruitment, outsourcing, and HR solutions provided by ENIT HR to the Client.

## 2. Scope of Services

2.1. ENIT HR offers recruitment services including but not limited to direct placement, remote employee recruitment, formation of remote teams, outsourcing services, and custom HR solutions. The scope of services may vary depending on the specific needs and requirements of the client as outlined in the service agreement.

2.2. ENIT HR acts solely as an employment mediator and does not employ candidates directly.

## 3. Fees and Payment Terms

### 3.1. Direct Placement Services

- **3.1.1. Fee Structure:**

The fee for direct placement services is set at 20% of the employee's first annual gross salary. This fee is incurred on the day the selected candidate commences employment.

- **3.1.2. Definition of Employment:**

For the purposes of this agreement, "employment" includes any formal engagement between the Client and the Candidate, such as:

- An employment contract (indefinite or fixed-term),
- An agreement on work activity,
- A contract for work,
- A management contract,
- A contract with a self-employed individual based on a trade license, or
- Any other contract or document confirming the acceptance of a job offer.

- **3.1.3. Payment Options:**

The Client may choose to pay the fee either as a lump sum or in monthly installments, as mutually agreed upon with ENIT HR.

- **3.1.4. Lump Sum Payment:**

If the Client opts for a lump sum payment, the total fee is due within 14 days from the Candidate's start date.

- **3.1.5. Monthly Installments:**

If the Client selects the installment plan:

- The fee starts at 24% and is subject to negotiation between ENIT HR and the Client.
- The total fee will be divided into 12 equal installments, payable over one year.

- **3.1.6. Payment Schedule for Installments:**

The first installment is due within 14 days of the Candidate's start date. Subsequent installments are payable every 30 days thereafter.

- **3.1.7. Employment Contract Submission:**

The Client agrees to provide ENIT HR with a copy of the Candidate's employment contract. This contract must include the Candidate's annual gross salary.

- **3.1.8. Discounts and Promotions:**

Other discounts and promotions may be available and will be discussed on a case-by-case basis.

### 3.2. Other Services:

3.2.1. Fees for services other than direct placement will be determined individually based on the specific project requirements and scope of services.

3.2.2. ENIT HR will provide a customized payment plan outlining the terms, schedule, and method of payment for these services, which will be mutually agreed upon by both parties before the commencement of the project.

### 3.3. Payment method

3.3.1. The only acceptable payment is a SEPA or SWIFT bank transfer.

3.3.2. The client is obliged to cover all incurred bank transfer fees and thus using the OUR payment instruction.

3.3.3. The only exception is using ENIT HR's Revtag (payment option provided by Revolut Bank UAB and Revolut Ltd.) provided in the Client's invoice.

### 3.4. Late Payments:

3.4.1. In case of late payment, the Agency will be entitled to charge the Client interest on late payment of 1% per day.

3.4.2. ENIT HR may suspend its services if payment is not received within the agreed-upon timeframe, without prejudice to any other rights or remedies available under the contract or at law.

## 4. Guarantee Period

4.1. Direct placements come with a three-month guarantee period from ENIT HR. This applies for indefinite employment contracts only.

4.2. If the selected candidate is terminated or has voluntarily resigned within this period, ENIT HR will provide the Client with another Candidate without any additional charges.

## **5. Client Protection Measures**

5.1. Candidate Screening and Evaluation: ENIT HR agrees to conduct thorough screening and evaluation of candidates to ensure they meet the client's specified requirements, including qualifications, skills, and cultural fit. Educational background: Authenticity of diplomas must be confirmed by the issuing institution. Working and technical experience: Must be confirmed by the employer or traceable on a platform such as GitHub.

5.2. ENIT HR agrees to provide accurate information about Candidate's qualification, including educational background and working experience.

5.3. Timely Candidate Presentations: ENIT HR commits to presenting qualified candidates to the client in a timely manner, adhering to agreed-upon timelines and deadlines outlined in the service agreement.

5.4. Client Consultation and Collaboration: ENIT HR agrees to consult with the client to understand their unique needs, preferences, and organizational culture, facilitating collaborative decision-making throughout the recruitment process.

5.5. Candidate Representation: ENIT HR pledges to represent candidates accurately and ethically to clients, providing transparent and comprehensive information regarding their qualifications, experience, and suitability for the role.

5.6. Conflict Resolution: ENIT HR agrees to address any conflicts or disagreements that may arise during the recruitment process in a professional and constructive manner, seeking mutually beneficial resolutions to ensure client satisfaction.

5.7. Continuous Improvement: ENIT HR is committed to continuous improvement and innovation in its recruitment practices, leveraging feedback from clients and candidates to enhance the quality and effectiveness of our services.

5.8. Fee Transparency: ENIT HR commits to providing a clear and transparent fee structure, outlining all costs and charges associated with our services upfront, and ensuring that clients fully understand their financial obligations.

## **6. Fraud Protection Measures**

ENIT HR takes proactive measures to protect itself from potential fraudulent activities perpetrated by clients.

### **6.1. Non-Solicitation Period:**

Clients agree not to directly hire or approach candidates presented by ENIT HR for employment opportunities without engaging our services for the recruitment process for a period of 12 months from the date the candidate was last presented by ENIT HR.

### **6.2. Non-Solicitation Agreement:**

Clients are bound by a non-solicitation agreement, prohibiting them from approaching candidates presented by ENIT HR for employment opportunities without our involvement during the 12-month period. This ensures fair compensation for our efforts in sourcing and presenting qualified candidates.

### 6.3. Exclusive Representation:

ENIT HR retains exclusive rights to represent candidates to clients during the recruitment process. Clients are prohibited from engaging with presented candidates independently or through other channels without our consent during the 12-month period.

### 6.4. Breach of Agreement:

Any attempt to circumvent the agreements in sections 6.1 through 6.3 will result in the client compensating ENIT HR for any damages caused. ENIT HR reserves the right to take legal action against the client.

### 6.5. Liquidated Damages and Legal Fees:

In the event that the Client breaches the non-solicitation agreement and hires a candidate presented by ENIT HR without authorization, the Client agrees to pay ENIT HR a liquidated damages fee equivalent to 37% of the candidate's first-year gross salary. The Client also agrees to reimburse ENIT HR for any legal fees, court costs, and associated expenses incurred in pursuing the claim for liquidated damages.

### 6.6. Fraudulent Payment Practices:

Any attempts by clients to withhold payment or engage in fraudulent payment practices will result in legal action to recover owed fees.

### 6.7. Dispute Resolution:

In the event of a dispute related to client engagements, ENIT HR reserves the right to seek legal recourse and pursue damages for breach of contract or fraudulent behavior, including recovering fees for services rendered and seeking compensation for any damages incurred.

### 6.8. Ongoing Monitoring and Compliance:

ENIT HR conducts regular audits and compliance checks to ensure clients adhere to the terms and conditions outlined in this agreement. Any deviations or breaches of contract will be addressed promptly to protect the interests of ENIT HR.

## **7. Confidentiality**

### 7.1. Processing of Personal Data:

The Agency and the Client pledge that the personal data of all Candidates, including potential candidates, will be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and free movement of such data and repealing Directive 95/46 / EC (General Regulation on the protection of personal data) and Act No. 110/2019 Coll., on the processing of personal data, as amended.

### 7.2. Maintenance of Confidentiality:

The Agency shall ensure that any confidential information or material obtained during the scope of this T&C or in negotiation thereof is kept confidential, including but not limited to the details of the Position and the proposed salary thereof.

### 7.3. Client Obligations:

The Client shall ensure that the details of the Candidate are kept confidential at all times and undertakes not to share this information with any third parties.

#### 7.4. Client Confidentiality:

ENIT HR agrees to treat all client information and data with confidentiality and will not disclose it to third parties without prior consent, except as required by law.

#### 7.5. Exceptions to Confidentiality:

The Agency shall not expose any confidential information except:

- a) Communicating information to Candidates so that the Agency is able to fulfill its obligations under this T&C;
- b) Acting with the prior written consent of the Client; or
- c) If directed to do so by a competent Court or a State authority.

### **8. General Notifications**

8.1. Both parties agree to promptly notify each other of any material developments, concerns, or changes that may affect the provision of services or the fulfillment of obligations under these terms and conditions.

8.2. Both parties acknowledge that timely communication is essential for effective collaboration and decision-making throughout the recruitment process.

### **9. Candidate Status Updates**

9.1. ENIT HR agrees to provide regular updates to the Client regarding the status of candidate applications and the progress of the recruitment process.

9.2. ENIT HR shall promptly inform the Client of any significant developments or changes that may affect the recruitment process, including candidate availability, interview schedules, and feedback from candidates.

9.3. ENIT HR commits to providing timely notification to the Client in the event that a presented candidate becomes unavailable or withdraws from consideration.

### **10. Termination**

10.1. Termination of this agreement is permissible only before the commencement of the agreed-upon activity, which refers to the provision of services as outlined in the scope of work.

### **11. Dispute Resolution Mechanism**

11.1. Negotiation: Any dispute arising under or in connection with these Terms shall first be subject to negotiation between the parties in good faith in an attempt to resolve the matter amicably within 7 business days.

11.2. Mediation: If the parties are unable to resolve the dispute through negotiation within the specified timeframe, either party may initiate mediation proceedings by providing written notice to the other party. The parties shall then endeavor to resolve the dispute through mediation conducted by a mutually agreed-upon mediator. If the parties cannot agree on a mediator within 7 business days, the mediator shall be appointed by Vienna International Arbitral Centre.

11.3. Arbitration: If mediation does not result in a resolution of the dispute within the specified timeframe, or if either party elects not to participate in mediation, the dispute shall be referred to and finally resolved by arbitration under the rules of Vienna International Arbitral Centre by one or more arbitrators appointed in accordance with the said rules. The place of arbitration shall be

remotely (online) or in Vienna, Austria. The language to be used in the arbitral proceedings shall be English.

11.4. Legal Proceedings: If arbitration is unsuccessful or is not agreed upon by both parties, either party may initiate legal proceedings in the courts of Estonia, which shall have exclusive jurisdiction over any disputes arising out of or in connection with these Terms.

11.5. By engaging ENIT HR's services, you acknowledge that you have read, understood, and agree to these dispute resolution mechanisms.

## **12. Indemnification**

12.1. The Client agrees to indemnify and hold ENIT HR harmless from any claims, damages, or liabilities arising from the Client's use of ENIT HR's services.

## **13. Client Responsibilities**

13.1. Clients are responsible for providing accurate job descriptions, timely feedback, and cooperation with ENIT HR's efforts throughout the recruitment process.

## **14. Regulatory Compliance**

14.1. ENIT HR reaffirms its commitment to compliance with all relevant laws, regulations, and industry standards governing the provision of recruitment services in the Client's country of origin and in Estonia

## **15. Governing Law**

15.1. These terms and conditions shall be governed by and construed in accordance with the laws of Estonia and the European Union or the country of Client's origin.

## **16. Severability**

16.1. If any provision of these terms and conditions is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **17. Entire Agreement**

17.1. These terms and conditions constitute the entire agreement between ENIT HR and the Client, superseding any prior agreements or understandings, whether written or oral.

## **18. Amendments**

18.1. Any amendments to these terms and conditions must be made in writing and signed by both parties.

## **19. Waiver**

19.1. The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of that provision or any other provision.

## **20. Force Majeure**

20.1. ENIT HR shall not be liable for any failure or delay in performing its obligations under these terms and conditions due to circumstances beyond its reasonable control.

## **21. Notices**

21.1. Any notices or communications required under these terms and conditions shall be sent to e-mail addresses provided by each party.

## **22. Acceptance**

22.1. By engaging ENIT HR's services, the Client agrees to abide by these terms and conditions.

22.2. By providing its services, ENIT HR agrees to abide by these terms and conditions.

## **23. Assignment**

23.1. Neither party shall assign, transfer, or subcontract any of its rights or obligations under these terms and conditions without the prior written consent of the other party.

## **24. Application of the T&C, contract conclusion**

24.1. We would like to point out that we operate exclusively on the basis of the following General Terms and Conditions of Business (hereinafter "T&C").

24.2. These T&C shall also apply to all future business relationships between us and the Client, even if they are not expressly agreed again. The current version of the T&C at the time of conclusion of the contract shall apply.

24.3. These T&C apply exclusively; counter-confirmations or general terms and conditions of the client are expressly rejected. This shall also apply if the Client submits or accepts an offer with reference to the overriding validity of its own T&C or if we perform the service without reservation in the knowledge that the Client's terms and conditions conflict with or deviate from these T&C.

24.4. The inclusion of these General Terms and Conditions in the contractual relationship between the parties shall be effected by reference to their validity prior to the conclusion of the contract by ENIT HR in text form or in the course of registration and confirmation on our website. Orders placed verbally shall only be binding if they are confirmed by us in text form and the customer does not object in text form immediately upon receipt.

24.5. The services of ENIT HR are exclusively available to companies or organizations that have hired staff or intend to hire staff (B2B). ENIT HR does not conclude contracts with consumers (B2C). ENIT HR may request appropriate evidence from the client if required.

## **25. Contact Information**

25.1. For inquiries or communication regarding these terms and conditions, ENIT HR can be contacted at [info@enithr.com](mailto:info@enithr.com)

25.2. ENIT HR reserves the right to communicate in English language only.

By engaging ENIT HR's services, you acknowledge that you have read, understood, and agree to these Terms and Conditions.

Last update: 11th August 2024