



CORRECT ■ CONSULT

The future at work

Correct-Consult Bulgaria

1680 Sofia, 19 "Doyran" str., floor 3, office 6

www.correct-consult.com

GENERAL TERMS AND CONDITIONS FOR CONSULTANCY IN HR FIELD

1. General

1.1 These General Terms and Conditions govern the offering, contracting and delivery of all consulting and support services in the areas of Human Resources from or on behalf of CORRECT-CONSULT BULGARIA ("Agency") to Client ("Client") and apply to all similar dealings between the Agency and the Client.

1.2 These General Terms and Conditions shall apply to all Contracts and/or Orders concluded with the Client and shall be an integral part thereof.

1.3 Any amendment to these General Terms and Conditions shall be allowed only when agreed upon in writing by the both Parties.

1.4 In case of discrepancies between these General Terms and Conditions and the special terms and conditions set out in a Contract and/or Order, the special terms and conditions in signed Contract shall prevail.

1.5 Statutory frame: Correct-Consult Bulgaria is a consulting agency with many years of history in the filed of human resources fully licensed by the Bulgarian Ministry of Labour and Social Policy for recruitment in Bulgaria and abroad and also for leasing of personnel.

1.6 These Conditions may only be varied by a duly executed written agreement between the Agency and the Client.

1.7 Any electronic communication between the Agency and the Client via E-mail shall be considered as "writing" and/or "in writing". The electronic communication system / Microsoft Outlook / will serve as the only evidence for the content and the time of sending and receiving messages

2. Offers, orders, communication, and confirmation

2.1 Offers, made by the Agency in whatever form, are not binding upon the Agency and merely constitute an invitation to the Client to place a confirmation of the order. All offers issued by the Agency are binding for the Agency after they are accepted by both parties in written form. All offers issued by the Agency may be revocable and subject to change without notice before accepting by the Client. All the offers accepted by the Client and by the Agency in writing are called Contract and are final and mandatory for both parties.

2.2 Price offers based on consultancy fee per hour are subject to increase in the event that actual level of the consultants' competences are higher than the estimated ones.

2.3 Statements and agreements made by the Agency's employees are not binding upon the Agency unless confirmed or made in writing by duly authorized representative of the Agency. Each contracting party shall name

one experienced person responsible for providing information and able to make or motivate decisions required for the execution of the contract between the parties.

2.4 If required by the Client, the Agency shall also render the agreed services at the Client's premises. In such cases the Agency staff shall not enter or be deemed to have entered into any employment relationship with the Client. The Client shall communicate his requests concerning services to be rendered exclusively to the contact nominated by the Agency, and shall not be entitled to give direct instructions to other members of the Agency staff.

2.5 When a member of Agency's personnel is unable to perform his duties due to illness, holiday or other reasons not attributable to the Client, the Agency shall immediately replace this person if required to do so by the Client. Moreover, the Agency shall also be entitled to replace any member of staff with another suitable to the position.

3. Remuneration and Client's credit

3.1 Remuneration for the consulting and support services is determined by the contract. In addition to this remuneration, value-added tax will be invoiced at the rate of twenty percent (20%) when Client's Company is registered in Bulgaria.

3.2 When the contract is for consulting services only, the Agency shall issue monthly invoices in arrears. The payments are suppose to be made as per 3.4.

3.3 The Customer shall reimburse the necessary additional costs, e.g. costs which are incurred for any necessary trips or any necessary overnight accommodations.

3.4 Unless expressly stated otherwise in the Agency Confirmation, payment shall be received by the Agency within 3 (three) days following the date of the Agency's invoice for the Services by means of transfer into the bank account mentioned on the invoice. All payments shall be made without any deduction on account of any Taxes.

3.5 With regard to payment of the price for Services, time is of the essence. The Agency may, without prejudice to any other rights of the Agency, charge interest on any overdue payment at the rate of eighteen percent (18%) per annum, from the due date until all amounts outstanding are paid in full.

All costs and expenses incurred by the Agency with respect to collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be for the Client's account.

3.6 Every payment by the Client shall in the first place serve to pay the judicial and extra-judicial costs and the interest owed by it and afterwards shall be deducted from the oldest outstanding claim regardless of contrary advice from the Client.

3.7 Any complaint with respect to the invoice must be submitted to the Agency within five (5) days after the date of invoice. Thereafter the Client shall be deemed to have approved the invoice.



4. Confidentiality, Subcontracts

4.1 The parties to this Contract shall use any documents, information, and data received and designated as confidential only for the purposes of implementing this Contract. If and so long as such documents, information and data have not become common knowledge, the parties to this Contract shall treat said documentation and information as confidential vis-à-vis third parties not involved in implementing this Contract. This obligation shall continue to apply even after termination of this Contract.

4.2 The Agency may assign subcontracts but must impose obligations which correspond to those contained in Paragraph 4.1 on his subcontractors.

5. Time for Delivery and acceptance

5.1 Any times or dates for delivery by the Agency are estimated and shall not be of the essence. The Agency is entitled to deliver the Services as stated in the Contract. In no event shall the Agency be liable for any delay in delivery. Delay in delivery of any Services shall not relieve the Client of its obligation to accept delivery. The Client shall be obligated to pay the price specified in the Agency Contract for the Services delivered.

5.2. In case of offering services of permanent placement, and acceptance of job offer by the chosen candidate, the Agency is obliged after the delivery of the service, not to make another offer to the hired candidate.

6. Cancellation

6.1 The Client's wrongful non-acceptance, rejection of Services, and cancellation of the contract shall oblige the Client to recover to the Agency eighty percent (80 %) from the consultancy fee and one hundred (100 %) if any paid jobad exists.

6.2. In case of competition from the Client or another consultancy company for the same project, the Agency may terminate the contract and the Client pays a penalty equal to one hundred and fifty percent (150%) of the price for the Services as per contract as liquidated damages.

6.3. The Client may terminate the Agency Services without any additional costs in case of 100% advance payment for Services is made.

6.4. In the case of leasing of personnel, the Client may terminate the contract only after executed payment to the leased employees of salaries and all social contributions and compensations as per law and 100 % of the monthly fee to the Agency.

7. Force majeure



7.1 Neither Party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other Party caused by any circumstance beyond its reasonable control ("Force Majeure").

7.2 Upon the occurrence of any event of Force Majeure, the Party suffering thereby shall promptly inform the other Party by written notice thereof specifying the cause of the event and how it will affect its performance of its obligations under the signed contract. However, should a Force Majeure event continue or be expected to continue for a period extending to more than one (1) month after the agreed delivery date, either Party is entitled to cancel the affected part of the contract without any liability to the other Party.

8. Waiver

8.1 Failure by the Agency to enforce at any time any provision of these Conditions shall not be construed as a waiver of the Agency's right to act or to enforce any such term or condition and Agency's rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by the Agency of any breach of the Client's obligations shall constitute a waiver of any other prior or subsequent breach.

9. Governing law and jurisdiction

The rights and obligations of the Parties arising out of or in connection with these terms and conditions shall be governed, construed, interpreted and enforced under the laws of the Republic of Bulgaria.

The Parties agree that any suits, actions or proceedings that may be instituted by any Party will be referred to the Arbitration Court of the Bulgarian Industrial Association under the rules of claim procedure, effective from the date of filing the request for arbitration by three arbitrators from the list of arbitrators, based on arbitration agreements in Sofia, Bulgaria.

10. Survival of rights

The Parties' rights and obligations shall be binding upon to the benefit of the Parties and their respective successors, permitted assigns, directors, officers, employees, agents and legal representatives. Termination of one or more of the rights and obligations of the Parties, for whatsoever reason, shall not affect the provisions of these Conditions which are intended to continue to have effect after such termination.

11. Business ethics

- Everything we do is inspired by our believe that we provide services in the HR field, which exceed customer expectations and meet the highest standards of legal, moral, and ethical behavior.



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- We trust and respect all individuals.
- We are in compliance with laws, rules and regulations.
- We work for the clients in the way we work for us!

These conditions are applicable with effect from 01.01.2018

Approved by: Dafina Damianova, Manager

The Client (name and surname of the official representative) declares that he is familiar with our General Terms and Conditions.

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/signature/

Date: