

TERMS & CONDITIONS FOR PERSONNEL PLACEMENT

§ 1 RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

(1) The Contractor shall act as an intermediary for the Customer with employees (hereinafter also referred to as „employees“ or „candidates“) for permanent employment in accordance with an agreed requirement profile.

(2) For this purpose, the Contractor shall make available to the Client all personal data and applications of candidates which he considers suitable based on the Client's specifications. The Contractor shall be entitled to make a preliminary selection of the considered candidates and, if necessary, to arrange and conduct interviews. In this case, only the data remaining after the pre-selection will be forwarded to the client.

(3) For the selection of suitable candidates, the Contractor may use the company's own data bank and common personnel recruiting instruments (such as print media or Internet databases) at its own discretion and without accountability to the Client.

(4) The Contractor shall initially only act in his own name. Advertisements placed in the name of the Customer or other externally effective measures which reveal the identity of the Customer require the prior consent of the Customer.

(5) The Contractor shall, if possible and prior to consultation, use special selection procedures requested by the Client.

(6) The Contractor reserves the exclusive right to place all proposed candidate for 12 months from the date of proposal.

§ 2 RIGHTS AND OBLIGATIONS OF THE CLIENT

(1) In order to enable the contractor to prepare an applicant / requirement profile, the employer is obliged to provide the contractor with a precise, written job description of the sought-after candidate(s) as well as the desired qualifications, if necessary in the form of an existing advertisement.

(2) After a successful interview, the Client shall initiate and take over all steps necessary for the recruitment of a candidate in the company independently without the involvement of the Contractor.

(3) Should a candidate be hired by the Contractor, all rights and obligations arising from this contractual relationship are the sole responsibility of the Client.

(4) The Client shall be obliged to inform the Contractor immediately of the establishment of an employment relationship with a candidate placed by the Contractor and to provide the Contractor with all data relevant to the present personnel placement contract. This includes, for example, the beginning and duration of the contract and any agreed probationary period and the remuneration structure of the employment contract already concluded or to be concluded with the candidate.

(5) The Client further undertakes to inform the Contractor if a candidate nominated by the Contractor applies to the Client on his own initiative. This obligation also applies in the event that the profile of the candidate is transmitted to the Client by third parties. In this case, if the Contractor wishes to initiate a contract between the Client and the candidate, the claim to the agency commission remains unaffected.

(6) If the need for mediation ceases to exist, e.g. due to the fact that the job in question is no longer occupied or no longer exists, the client is obliged to inform the Contractor immediately.

§ 3 REMUNERATION

(1) The contractor is entitled to a success-dependent placement commission amounting to 35% of the gross annual salary. The gross annual salary includes all bonuses, commissions, vacation and Christmas allowances, as well as other special payments.

(2) The placement commission becomes due upon the signing of the employment contract by the placed individual. The contractor will invoice the client for the commission, plus value-added tax. Payments are to be made within 14 days of receiving the invoice, to the specified account of the contractor.

(3) A candidate is considered successfully placed if, within 12 months of presenting the candidate profile by the contractor, an employment contract or a work-related arrangement is established between the candidate and the client. This also applies should a candidate take on a different position than originally intended.

(4) If an employment contract is concluded between a third party and a candidate provided by the contractor, based on the information supplied by the contractor and shared with the third party without the consent of the contractor, the client is also obligated to pay the agreed-upon placement commission to the contractor.

§ 4 SEPARATE BENEFITS

(1) The costs for separate services (such as the placement of advertisements and announcements or the use of internet databases) are only borne by the Client if this has been agreed on by both parties in advance and in writing or by email or if such costs are already covered by a previously agreed budget framework.

(2) Claims for reimbursement of costs which a candidate asserts in connection with an interview/presentation are assumed by the Client.

(3) The items mentioned in the above paragraphs must be replaced by the Client even if the personnel placement is not successful.

(4) The costs for separate services shall be charged plus VAT and will be invoiced to the Customer.

§ 5 TERMINATION

This agreement may be terminated by either party by giving two weeks written notice to the end of a calendar week without giving reasons. The services rendered up to the end of the notice period shall be remunerated in accordance with § 3 and 4.

§ 6 SECRECY

The parties undertake to maintain strictest confidentiality with regard to the information exchanged for the duration of this contract. This applies in particular to the personal, professional and economic circumstances of the respective candidates. Personal data or documents relating to candidate data, in particular employee profiles, certificates or exposés, may not be made available to third parties or reproduced, must be treated in strict confidence and, if no employment relationship is established, must be returned to the respective candidate or Contractor without delay. In all other respects, the provisions of the Basic Data Protection Regulation shall apply.

§ 7 ANTI-CORRUPTION

The parties undertake to comply with the relevant German, European and other regulations with regard to corruption and to make every effort to ensure that their employees and other persons or subcontractors who provide services in connection with the performance also do so.

Corruption within the meaning of this agreement includes in particular the demanding, promising, granting, offering, promising and accepting of money, as well as the making of promises or pecuniary advantages in the public and private sectors to obtain certain acts, acquiescences or omissions or to obtain undue advantages.

The parties will document all business transactions in a proper and complete accounting system. If one partner culpably violates the obligations arising from this agreement, the other partner is entitled, without prejudice to other claims, to terminate the contractual relationship for good cause with immediate effect.

§ 8 LIABILITY AND WARRANTY

(1) The Contractor is only liable for financial losses from the brokerage activity in the case of intent or gross negligence. This does not apply to the legal liability in tort.

(2) The characteristics or qualifications of a candidate, the quality and excellence of their work performance as well as written or oral information provided by the candidate do not constitute any assurances by the Contractor.

§ 9 SEVERABILITY CLAUSE

If individual provisions of this contract are or become invalid in whole or in part, or if a loophole is found in this contract, the validity of the remaining provisions of this contract shall not be affected. In such a case, the parties undertake to agree on an appropriate provision in place of the invalid provision and to fill in any gaps, which, as far as legally possible, come as close as possible to what the parties intended or would have intended according to the meaning and purpose of the contract, had they considered this point. If the invalidity of a provision is based on a given measure of performance or time (deadline or date), the legally permissible measure which comes closest to the provision shall replace it.

§ 10 PLACE OF JURISDICTION AND FINAL PROVISIONS

(1) Subsidiary agreements and amendments to the contract are required in written form.

(2) Place of jurisdiction is Leverkusen.