

# General Terms and Conditions for Recruiting Services



As of: 01.10.2007

## 1. SUBJECT OF THE CONTRACT

- 1.1. The agent is obligated to the principal to place coworkers for a fee (employee hiring contract).
- 1.2. These general trading terms and conditions apply for all employee recruitment contracts under the exclusion of opposing conditions from the principal, even then when the agent does not explicitly contradict these.
- 1.3. The principal expresses the will to make all information available that is required for the recruitment contract. This applies in particular for the job description and requirements profile.
- 1.4. As far as nothing else materializes from these business terms, the regulations on the broker's appointment agreement according to §§ 652 ff. GCC will apply.

## 2. FEE FOR TAKING OVER WORKERS / EXPENSES

- 2.1. The claim to a fee for taking over workers exists when a work contract was entered into between the principal and / or an economically or legally connected partner company, subsidiary or parent company of the principal. The fee for taking over workers is regardless as to whether a limited or unlimited work contract is entered into and whether the employer-employee relationship is cancelled later. This regulation also applies to training, service and other occupational contracts.
- 2.2. The fee for taking over workers depends on the type, scope and difficulty of the work and is generally individually agreed before the contract is placed. In the case where such an agreement is lacking the fee amounts to 20 % of the annual income of the temporary employee hired.
- 2.3. The annual income according to 2.2. and 3.1. is calculated from the gross monthly income multiplied by 12 plus all additional benefits (e.g. bonuses, Christmas pay, commission, holiday pay etc.) regardless of whether the work relationship lasts for 12 months.
- 2.4. Expenditure and costs for job advertisements, suitability tests, travel or postal expenses of the applicant will be separately charged to the principal. The agent is entitled to demand advance payments.
- 2.5. The principal is only entitled to make counterclaims or withhold and/or reduce benefits of the agent when the claims were made and legally acknowledged in writing.
- 2.6. All invoices are due immediately on receipt without deducting allowances.
- 2.7. All prices are the net value plus the respective legal VAT.

## 3. HIRING AND FREELANCING

- 3.1. Should the principal enter into a working relationship with a freelancer during a freelancing period directly after or within three months after the end of the freelance work period then the agent charges the principal a take-over fee of 20 % of the annual income of the coworker.

## 4. LENGTH OF THE CONTRACT / NOTICE

- 4.1. The recruitment contract is for an unlimited period. It can be cancelled by both contracting parties at any time and without giving notice.
- 4.2. The principal is obligated to reimburse the expenses of the agent even when recruitment did not materialize.

## 5. DATA SECRECY / SECRECY

- 5.1. The agent has obligated its coworkers by contract to data secrecy and therefore also to secrecy. It is forbidden for them without authorization to give or make protected customer-related data available for others to use apart from those belonging to the respective work task or to give or make these accessible to third parties. The obligation of the data secrecy also exists after the employer-employee relationship is over.
- 5.2. The applications that the principal receives from the agent remain the property of the agent. Each application is to be treated confidentially. It is to be returned to the agent immediately when the applicant is not contracted. Passing on the application to a third party or copying it for one's personal use is not permitted.

## 6. AGENT'S LIABILITY

- 6.1. The agent is liable for the careful selection of coworkers in due form (cardinal obligation). If the agent violates a cardinal obligation without being accused of intent or gross negligence, then the liability will be limited to the amount covered by the liability insurance taken out by the agent, which can be proven on request.
- 6.2. For other obligation violations, which do not concern cardinal obligations, the lender is only liable in the case of intent or gross negligence. In all other respects liability is excluded.
- 6.3. The limitations of liability in accordance with point 6.1 and 6.2 apply in favor of all coworkers of the agent.

## 7. FINAL CONDITIONS

- 7.1. If a part of these terms and conditions should be null and void, when in doubt this does not affect the effectiveness of the remaining regulations. The contracting parties will make an appropriate regulation in place of the ineffective regulation for the intended purpose in a permissible way.
- 7.2. Changes and modifications to these general terms as well as all contracts between the lender and the hirer require the written confirmation of effectiveness by the lender.
- 7.3. Any male definitions used in these general terms and conditions are only used for better reading purposes but apply to both sexes.
- 7.4. The place of delivery and area of jurisdiction are Fulda for both contracting parties. This applies for all disputes resulting from the contractual agreement, including documents, cheque and bill transactions, if the hirer is a purchaser, a legal entity of the civil service or special assets under public law.
- 7.5. The law of the Federal Republic of Germany applies.

Herewith we confirm the acceptance of your General Terms and Conditions on the hiring of personnel and accept the content of these.

Stamp and legal signature of principal