

General terms and conditions (GTC) for personnel placement without previous labour leasing

1. Scope of application / Collision regulations

1.1. The client delegates personnel placement to Actief Personalmanagement GmbH (Actief). Requirements for candidates follow from a profile which is provided to Actief by the client. Following terms and conditions apply personnel placement without previous labour leasing in the sense of clause 1.2. of this GTC. Deviating GTC of the client will not be recognized; Actief disagrees explicitly with these if not confirmed in a written form.

1.2. Personnel Placement without previous labour leasing applies if the candidate

- has been never employed as temporary worker as part of a labour leasing contract with Actief or
- in fact was employed as temporary worker as part of a labour leasing contract with Actief, however no employment contract, free employment, agency or consulting contract or a similar contractual relationship has been concluded within 6 months after labour leasing with the client.

1.3. These GTC also apply if the by Actief recommended candidate initially is rejected from the client and is recruited by the client or by its 'affiliates within 6 months after end of personnel placement activity of Actief – at the minimum 6 months after announcing (recommendation) of the candidate for a vacancy - in terms of § 15 AktG, although the client is explicitly entitled to prove the insignificance of recommendation of the candidate by Actief. These GTC apply furthermore if the by Actief recommended candidate initially will be rejected from the client and will be recruited by the same client or by its 'affiliates upon expiry of 6 months pursuant to sentence 1 within 18 months after end personnel placement activity of Actief - at the minimum 18 months after announcing (recommendation) of the candidate for a vacancy - in terms of § 15 AktG, although the employer is explicitly entitled to prove the insignificance of recommendation of the candidate by Actief.

1.4. In case of existence of further contracts between Actief and the client, such as master contract for labour leasing with the same GTC, which also include payment regulations of Actief towards a client for a personnel placement without previous labour leasing, the payment regulations of present GTC precede in case of collision with other payment regulations of another contract between Actief and the client. In case of collision the client owes only contingency fee if the requirements are met. Regulations in clause 1.4. apply to collision cases in other GTC, if the present GTC have been included into recruitment contract or other contracts between client and Actief and deviating payment regulations apply to the case of personnel placement without previous labour leasing.

2. Agency services and special services / costs thereof

2.1. In case of Placement Actief operates alternatively or cumulatively as follows:

- Research in own employees and candidates pool,
- Online research and research in respective print media
- Pre-selection of candidates by reviewing their profiles and phone interviews or live interviews,
- Reviewing of references if favoured (with the consent of the candidate),
- Preparing and evaluating of candidate data and documents,
- Arrangement of interviews with the client
- Entire transaction of candidate correspondence.

2.2. Special services such as selection seminars, job advertisements and travels to the interviews of candidates and Actief employees to the client will only be paid after separate agreement and will be invoiced to the client separately.

2.3. Actief does owe the success of personnel placement performances.

3. Success Fee / Maturity

3.1. For a personnel placement of a candidate into an employment contract with the client, the client has to pay a fee to Actief in the amount of 30 % of yearly gross salary that was agreed between the candidate and employer including all special bonuses and payments and pecuniary advantages (e. g. private use of company car) plus VAT. The fee in terms of sentence 1 increases to 35 % if the gross salary in pre-mentioned sense amounts to 50.000 € or more including all special bonuses and payments and pecuniary advantages (e.g. private use of company car). In case of number 1.3 sentence 2 the fee halves itself in the sense of clause 3.1 sentence 1 and 2. Here it is insignificant if the employer agreed on a probation period with the candidate or entered a into temporary contract.

3.2. If the client takes over several candidates into permanent contract, the fee payments are due for each candidate according to number 3.1.

3.3. If a contractual relationship is concluded between client and candidate due to personnel placement activity by Actief, that is not an employment contract, but involves services by the candidate (e.g. free employment, agency or consulting contract, ect.), the fee amounts 30 % of the twelvefold of the average monthly salary from the first three full calendar months including VAT. If the contractual relationship does not last a full 3 calendar months, the fee will be calculated based on average weekly salary, forecast over a twelve-month period. The fee according to sentence 1 and 2 will be increased up to 35 % if the twelvefold of the average monthly salary including VAT according to sentence 1 or based on the average weekly salary (forecast over a twelve-month period) according to sentence 2 exceeds 50.000 € or more. In case of number 1.3 sentence 2 the fee halves itself in sense of number 3.1 sentence 1 and 2.

3.4. The fee also must be paid if the candidate

- Enters a contract with an affiliate of the client according to §15 AktG and not with the client itself;
- Actually acts as an employee to the client as part of labour leasing by a third party;
- Enters into an employment contract with a third party due to referral by the client.

3.5. The fee claims according to clause 3.1. emerges after conclusion of the contract between client and candidate or after actual start of employment, depending on which event occurs earlier. The fee according to number 3.3. arises after expiration of 3 full calendar months after beginning of the contract. The whole amount is to be paid to Actief within 8 days after invoice entry if the written recruitment contract does not have other regulations

3.6. The written recruitment contract can contain an additional performance-unrelated administrative fee.

4. Information duty

The client is obliged to inform Actief immediately and unsolicited about a successful referral according to number 3 and the amount of annual gross salary / salary according to number 3.1. and 3.3.

5. Fee at the expense of candidate / mediation voucher

The parties will not charge the candidate a referral fee.

6. Liability and guarantee

6.1. Actief is not liable for the suitability of the candidate and his/her integration at the site of client. The client is responsible for the review of information as well as the selection of the candidates. Actief transfers the information about the candidates to the best of its knowledge. Assurance or warranty of characteristics is not incorporated.

6.2. Insofar as main performance obligations are not affected, the liability for property damages and financial loss is limited to intend and gross negligence.

7. Data protection and confidentiality

7.1. Actief agrees to treat all information about the client as confidential, which comes to its knowledge in the context of cooperation, unless the disclosure is required in the context of the execution of the contract. The client needs to indicate which information is not allowed to be forwarded, especially business secrets.

7.2. Actief will forward personal data of candidates to the employer only with their consent. References of former employers of candidates will be obtained on request of client and only with the consent of the candidate. The client is not allowed to get in touch with current or former employers of the candidate without his/her consent.

8. Applicable law / legal domicile

8.1. Insofar as no further regulations are arranged within recruitment contract, German law applies, especially realtor law according to §§ 652 ff. BGB.

8.2. Exclusive place of jurisdiction for all direct and indirect disputes arising out of the contract is Karlsruhe.

9. Requirement of the written form

Future changes of GTC or recruitment contract not including explicit spoken individual contract accords, require written form in order to be valid. This applies to the changes of requirement of the written form as well.