

## **General Terms and Conditions – Personnel Placement**

### **1 General**

The following General Terms and Conditions (T&Cs) are valid for all agreements on personnel placement between Cichon Personalmanagement GmbH (hereinafter called Cichon Personalmanagement) and the client. Deviating T&Cs of the client, which have not been explicitly accepted by Cichon Personalmanagement, remain non-binding for Cichon Personalmanagement even if use of these T&Cs has not been expressly rejected.

### **2 Performance duties of the contractual parties**

Cichon Personalmanagement supports the client in acquiring personnel. In doing so, Cichon Personalmanagement performs a consulting, searching and supplying role for the client. This includes indentifying suitable candidates, contacting candidates, preparation of a qualification profile as well as testing the candidates for their suitability based on their oral and written statements. The client provides Cichon Personalmanagement with all papers necessary for the search for suitable candidates, e.g. job description or profile of requirements. The profiles of qualification which the client receives from Cichon Personalmanagement remain the property of Cichon Personalmanagement. Each candidate profile will be treated as strictly confidential. Transfer to a third party or any use for purpose it was not intended for is not permitted. Has the suggested candidate at an earlier stage or at the same time applied at the client's, then the client is obligated to inform Cichon Personalmanagement about this. Should the client refrain from this, then the full amount of the commission (article 4) becomes due when signing the contract.

### **3 Non-disclosure / confidentiality**

The contractual parties oblige themselves to handle as confidential all trade and business secrets or information on a candidate which become known to them during the period of cooperation. The obligation of secrecy exists for three further years after the end of contractual relations. Pursuant to §5 of the Federal Data Protection Act, Cichon Personalmanagement has bound its employees to observe data secrecy and to observe the trade and business secrets. After a placement, the client has to hand over or destroy the candidate's papers which Cichon Personalmanagement has provided, should they wish so.

### **4 Remuneration of personnel placement**

4.1 A claim for remuneration arises from signing of the work/service contract with a candidate introduced by Cichon Personalmanagement and the client as well as an enterprise linked to the client. Remuneration for the personnel placement is 25% of the gross annual salary (fixed and variable remuneration, e.g. holiday pay and Christmas bonus, special payments, share of the profit, premium, commission, financial benefits resulting from the provision of a company car, etc.), the client has agreed upon with the candidate. Is a candidate at first rejected by the client but then hired by the client within the twelve months following the completion of the agency work of Cichon Personalmanagement, then Cichon Personalmanagement has a claim or remuneration (according to clause 4) for its agency work. This holds also true should the candidate introduced by Cichon Personalmanagement be hired using a different personnel placement agency within the framework of temporary work or direct letting take place.

4.2 The agency fee includes the following services:

- Creation of advertising material and job offers
- Implementation of ad placement state wide
- Examining the pre-selection of application documents
- Preparing and conducting the job interviews
- Presenting the applicants in meaningful reports
- Introducing the applicant and taking part in the selection interviews
- Cancellation of the introduced but not chosen applicants

Special services by Cichon Personalmanagement, e.g. advertisement-based recruitment, administering aptitude tests, implementing selection seminars or travel expenses of candidates, which result from the wishes of the client, will be charged separately by arrangement.

Should the client terminate the agency agreement and hire a candidate introduced by Cichon Personalmanagement within a time frame of 12 months after termination, himself or an enterprise linked to him, then the agency agreement is also considered fulfilled in this case and the service fee becomes due.

An employment contract is also seen as concluded if the client or an enterprise linked to him according to §15 German Corporation Act rejects the employee for the advertised job but hires that same employee for another position.

### **5 Agency agreement**

The agency agreement is considered over and fulfilled if employment has come into effect between the client or an enterprise linked to him in the sense of §15 German Corporation Act and the candidate introduced by Cichon Personalmanagement.

The agency agreement terminates furthermore by cancellation. It can be cancelled by either contractual side in writing with a notice period of 4 weeks.

The costs incurred up to the effective date of the termination subject to clause 4 (special benefits) – so long as they have been induced before receipt of termination – as well as any service fees are to be paid.

In case of termination, agency fees subject to clause 4 become due if, based on the work of Cichon Personalmanagement, employment enters into effect.

Cichon Personalmanagement is entitled to demand ample information from the client about whether he or an enterprise linked to him has entered into any work contract with the candidate introduced by Cichon Personalmanagement under their agency agreement.

Furthermore, the client is obligated to supply Cichon Personalmanagement with the data necessary for invoicing.

Should the client not meet this obligation, then Cichon Personalmanagement is entitled to send an invoice based on the estimated salary.

## **6 Terms of payment**

All amounts are charged with the in each case current value added tax (VAT). Invoices are to be paid without any deductions within eight days after receipt. The claim of remuneration for agency work according to clause 4 is due immediately when signing the work/service contract.

## **7 Setoff or right of retention**

Setoff or a right of retention can only be claimed if the corresponding counterclaims are undisputed or have legal force.

## **8 Liability**

8.1 The services of Cichon Personalmanagement regarding personnel placement do not release the client from checking the suitability of the employee. The client holds the sole responsibility for the choice he has made when signing the work contract with the candidate.

8.2 Liability of Cichon Personalmanagement for compensation for damages, regardless of legal grounds, in particular due to impossibility, default, defective or incorrect deliveries, breach of contract, infringement of duties during contract negotiations and/or tort, insofar as it is at fault in all cases, shall be restricted in accordance to this clause 8.

8.3 The limitations in this number 8 shall not apply for Cichon Personalmanagement's liability on account of intentional conduct and gross negligence, for guaranteed characteristics, on account of injury to life, limb or health.

8.4 Cichon Personalmanagement is not liable –subject to the previous clause 8.3- in case of minor negligence by its management bodies, legal representatives, employees and other vicarious agents, insofar as it does not concern a breach of duties which are significant for the agreement. Essential contractual obligations shall be obligations for conscientiously examining the applicant's papers as well as information requirements, which shall facilitate the client's choice or the protection of life and limb of personnel of the client or any third party or the property of the client from serious damage.

8.5 Insofar as Cichon Personalmanagement is liable according to the previous parts of this clause, this liability is limited to damages, Cichon Personalmanagement foresaw as possible consequences of an infringement of contract during conclusion of the contract or should have foreseen taking into consideration the circumstances known to it or which it should have known, applying due diligence. Indirect or consequential damage shall also only be eligible for compensation to the extent to which such damages may typically be expected when signing the contract.

8.6 The aforementioned exclusions and limitations of liability apply to the same extent to the benefit of the management bodies, lawful representatives, employees and other agents of Cichon Personalmanagement.

## **9 Jurisdiction and place of fulfilment**

Place of fulfilment is the registered office of Cichon Personalmanagement. As jurisdiction Viersen is agreed upon. This is valid for all disputes arising from the agreement, including document, bill of exchange and cheque proceedings. Cichon Personalmanagement is also entitled to pursue legal actions at the client's headquarters.

## **10 Final clauses**

Should any part of these terms and conditions be or become incomplete, invalid, void or unenforceable or these terms and conditions contain an omission, then this shall not affect the validity of the remaining clauses. Both contractual parties are obligated to agree, instead of the invalid or impractical clause, such a clause which comes as close as possible to that which was originally intended in its economic and legal intention. Oral amendments require a written confirmation by Cichon Personalmanagement to become effective. The law of the Federal Republic of Germany shall be applicable excluding the regulations of the German Private International Law.

Contract status: May 2018  
All references are used in the generic masculine form

This translation is provided for convenience only. In the event of any discrepancy between the translated version and the German version, the German version shall prevail.