

General terms and conditions of trade, personnel recruitment

These general terms and conditions of trade for recruiting services are applicable to all business relations, including future ones, between ENTERPRISE IT EXPERTS - OWNER RØDIGER MOHNE (hereinafter also referred to as "ENTERPRISE IT Experts" or the agent) as agent and the customer, under exclusion of other opposing terms and conditions of trade. Any deviations require the written confirmation of ENTERPRISE IT EXPERTS in order to be effective.

- 1. Within the context of personnel recruitment, the customer commissions ENTERPRISE IT EXPERTS to seek a candidate with specific qualifications for a certain activity. ENTERPRISE IT EXPERTS shall conduct the search for personnel in accordance with its own professional judgement. Advertisements by the agent (paper press / online media) shall be placed upon consultation. A written agreement, inclusive of these general terms and conditions of trade, shall be concluded regarding the task commissioned.**
- 2. The customer undertakes to inform ENTERPRISE IT EXPERTS immediately if a candidate suggested by ENTERPRISE IT EXPERTS has already been suggested by another personnel recruiter, and the same is the case if occupation of the professional vacancy is no longer tenable or the vacancy is occupied by other means.**
- 3. The job profile discussed as a component of the contract between ENTERPRISE IT EXPERTS and the customer and the documents delivered with the placing of the order form the basis of the personnel search. If ENTERPRISE IT EXPERTS suggests candidates to the customer whose qualifications vary from those of the predefined job profile, they shall be deemed accepted by the customer if an employment contract is concluded.**
- 4. The customer undertakes to inform ENTERPRISE IT EXPERTS immediately in writing if an employment relationship comes about with candidates who are presented and to inform it of the conditions of said relationship, and also if such a relationship does not come about. Moreover the customer undertakes to immediately return the application documents of all candidates with whom no employment relationship is concluded when requested to do so by ENTERPRISE IT EXPERTS.**
- 5. ENTERPRISE IT EXPERTS is an agent in the hiring of a candidate by the customer. The formalisation of an employment contract is therefore exclusively within the sphere of responsibility of the customer. As a result ENTERPRISE IT EXPERTS is not liable for events that occur upon formalisation of the employment contract between the customer and the recruited candidate, such as erroneous information on the part of the candidate, poor performance, inconsistencies, damages to the customer, cancellation of the employment contract before and after commencement of work and others. The claim of ENTERPRISE IT EXPERTS to the agreed recruitment commission and reimbursement of costs shall remain unaffected by this. Any right of retention on the part of the customer is excluded.**
- 6. ENTERPRISE IT EXPERTS is liable only in cases of malice and gross negligence. Liability exclusions or limitations are not applicable to**

damages arising from injury to life, body or health based on a deliberate or negligent breach of duty on the part of ENTERPRISE IT EXPERTS.

7. ENTERPRISE IT EXPERTS will treat all data it receives on the customer and the candidate in relation to the recruitment confidentially in accordance with data protection. Said data shall be used exclusively for the purposes of the personnel recruitment and not be passed on to unauthorised third parties.
8. The customer undertakes to use the application documents and candidate details ceded to it by ENTERPRISE IT EXPERTS exclusively for the purposes of candidate selection and hiring, if applicable, and to not reproduce them or pass them on to third parties. In this regard any data on excluded candidates saved must be deleted after the professional vacancy is filled. References on the candidates from their previous or current employers may only be obtained with the express written authorisation of the candidate in consultation with the agent.
9. Supplementary verbal agreements require the written confirmation of ENTERPRISE IT EXPERTS to become effective.
10. Unless otherwise agreed or offered, the following conditions and modalities apply to the recruitment mediation:
 - 10.1.1.1. The basis for the agent's fees is the agreed gross annual salary of the hired candidate including all special payments, bonuses, commissions, pecuniary advantages etc.
 - 10.1.1.2. The amount of the fee is measured in accordance with the currently-valid fee conditions of ENTERPRISE IT EXPERTS
 - 10.1.1.3. Any costs and expenditures of the candidate, e.g. for aptitude tests or travel, shall be charged to the customer separately by agreement.
 - 10.1.1.4. If a contract is concluded between the customer or a company associated to it and an employee as a result of the arrangements or the recruitment activities of ENTERPRISE IT EXPERTS, a fee shall accrue, for which it shall suffice that we have been an agent of joint or concurrent causality. If the job seeker should accept an employment relationship that was initially declined, and which was arranged or mediated through ENTERPRISE IT EXPERTS, but on or including different terms and conditions, within a period of twelve months, this shall be deemed an arrangement or mediation in an employment relationship through ENTERPRISE IT EXPERTS, and a claim to a fee shall therefore arise.
 - 10.1.1.5 . The fee is also payable if the candidates are employed by the customer as freelancers, independent professionals or consultants.
 - 10.1.1.6. The fee is also payable if a contract is concluded with a person involved in the customer's company circle (partners, co-shareholders, subsidiary companies, industrial locations, etc.).
 - 10.1.1.7. The fee for personnel recruitment which begins as temporary work and has as its consequence the admission of the employee is clearly stated in the current fee conditions.
 - 10.1.1.8. All professional fees are applicable for personnel recruitment within German federal territory. The fee for personnel recruitment abroad, both within and outside of Europe, must be agreed upon prior to recruitment.
 - 10.1.1.9. The customer undertakes to make all documents necessary to establish the claim to the fee, such as employment contracts, wage and salary slips etc.

available to ENTERPRISE IT EXPERTS. The customer is obliged to provide information on demand.

- 11. The drafting of an advertisement for personnel recruitment supported by advertising is free of charge. Placement of advertisements in the media agreed upon with the customer and preparation of print templates etc. is governed by the conditions arranged with the customer.**
- 12. ENTERPRISE IT EXPERTS shall have a claim to a fee upon formalisation of the employment contract between the customer and the candidate. Value added tax at the legal rate shall be charged on top of all amounts. The invoices are payable immediately upon receipt. If payment is not received when the amounts are due, ENTERPRISE IT EXPERTS may assert a claim to interest for delay amounting to 9 percent above the currently-valid basic interest rate. The agreed reimbursement of costs shall be invoiced when they are incurred. The provisions above apply for both time of payment and interest for delay.**
- 13. If any individual provisions of these general terms and conditions of trade and/or fee conditions should be rendered ineffective, the remaining general terms and conditions of trade or fee conditions shall not be affected. The parties undertake to replace the ineffective provision with an effective one that comes as close as possible to the economic and legal purpose of the ineffective provision.**
- 14. The place of jurisdiction for all complaints by ENTERPRISE IT EXPERTS or against ENTERPRISE IT EXPERTS is Düsseldorf (Germany)**
- 15. The place of jurisdiction is also Düsseldorf for any procedures concerning bills of exchange, cheques and deeds. With the aim of making the German text easier to read, only male pronouns are used. With due regard to the German general law on equal treatment (AGG), the text is valid for both male and female persons. ENTERPRISE IT EXPERTS (Germany)**