

# General Terms and Conditions of persOrange GmbH - Direct Placement

## 1.0. Subject matter/Application

- 1.1. These General Terms and Conditions apply to the area of direct placement of qualified employees by persOrange. Alternative General Terms and Conditions of our customers apply only if the contract parties have agreed on this in writing. Subsequent agreements are valid only if they were made in writing.
- 1.2. Based on the profile of requirements confirmed in writing by the customer, persOrange introduces carefully selected and suitably qualified employees after the order is placed. The order may be placed only in writing (letter or fax), or electronically (e-mail). persOrange will then use anonymous dossiers to introduce the customer to candidates. These dossiers are to be regarded as a proposal. Proposals made by persOrange are nonbinding, unless they contain a period of commitment. As soon as the customer contacts the candidate or requests and receives personified dossiers or application documents of the candidate, these General Terms and Conditions or the written proposal conditions of persOrange are in any case regarded as accepted by the customer.

## 2.0. Liability / Set-Off / Withholding / Reduction

- 2.1. persOrange is not liable for incorrect information provided by the candidates in their applications. persOrange will check the submitted documents to the best of their knowledge and judgment, and will, if required, obtain further information if this is possible with the use of sensible means and resources.
- 2.2. The parties are entitled to set-off, withholding, or reduction of receivables only if the claims are confirmed in writing or acknowledged as legally binding.

## 3.0. Fees / Prices

- 3.1. All fees and prices are without the statutory value-added tax that applies respectively. Invoices are to be paid without deduction after accounting within the agreed payment period.
- 3.2. The fee is 25 percent of the gross annual income agreed with the placed candidate. However, at least EUR 5,000.00. It consists of 12 monthly wages, vacation allowance, Christmas bonus, 13th wage, guaranteed annual bonus, and other guaranteed benefits agreed in the contract. Alternative regulations require the written form to be valid.
- 3.3. The fee is considered as earned when the candidate concludes a contract with the customer. This contract may be an employment relationship with liability to social insurance, a part-time employment, a freelance activity, a contract for work and labor, or similar. An actual commencement of the activities is not required for a successful placement. The same applies for an employment in a company that is commercially linked with the customer.
- 3.4. The entitlement to the fee applies also if the candidate enters into an employment contract, any other employment or service relationship, or a freelance relationship with the customer or a company that is commercially linked with the customer within a period of 12 months after persOrange first introduced the candidate to the customer in a dossier.

## 4.0. Mutual Duties

- 4.1. The customer will contact the candidate only after prior personal consultation of persOrange. All data and information material provided by persOrange as well as any other information will be handled by the customer with absolute confidentiality and serve exclusively the placement activity required for filling the vacant position.
- 4.2. Neither the customer nor persOrange are entitled to forward any mutually provided data to third parties.
- 4.3. After the conclusion of a contract or an agreement with the candidate recruited by persOrange, the customer will prove this by submitting a copy that shows the conclusion of the contract and the financial agreement.
- 4.4. Regardless of persOrange's efforts, the customer remains entitled to perform additional recruitment measures.

## 5.0. Expense allowance for the candidates

- 5.1. Any travel expenses of the candidates for personal job interviews with the customer are reimbursed directly by the customer.

## 6.0. Final Clause

- 6.1. If these General Terms and Conditions should not include a regulation, the regulations of the German Civil Code ("Bürgerliches Gesetzbuch", BGB) apply. Side agreements must be in written form. Oral agreements, including an oral agreement on waiving the written form, are invalid.  
  
If provisions of this agreement should be or become partly or completely invalid, this does not affect the validity of any other provisions of this agreement.
- 6.2. Place of fulfillment and jurisdiction is the main domicile of persOrange direct GmbH in Frankfurt am Main, Germany.