

1. Applicability

1.1. These General Business Terms and Conditions apply to all personnel placement requests between ARBEIT UND MEHR GmbH (hereinafter, "ARBEIT UND MEHR") and the respective client. They pertain to the placement of persons who are not in an employment relationship with ARBEIT UND MEHR and of workers of ARBEIT UND MEHR without prior provision to the client. Applicable to the personnel placement after prior provision of temporary workers are the General Business Terms and Conditions of ARBEIT UND MEHR for the Provision of Temporary Workers.

1.2. Deviating general business terms and conditions of the client that are not expressly acknowledged by ARBEIT UND MEHR in writing are not binding on ARBEIT UND MEHR, even where the use of other general business terms and conditions is not expressly objected to.

2. Obligations of ARBEIT UND MEHR

2.1. ARBEIT UND MEHR assists the client in its search for suitable personnel.

2.2. ARBEIT UND MEHR may engage third parties to perform individual (partial) services, subject to observance of the provisions of the German Federal Data Protection Act (*Bundesdatenschutzgesetz*, BDSG).

3. Obligations of the client

3.1. The client undertakes to provide ARBEIT UND MEHR with all information and data needed for the engagement.

3.2. ARBEIT UND MEHR delivers candidate profiles to the client. When these profiles are delivered to the client, each of the candidates is considered to have been verified by ARBEIT UND MEHR. The client undertakes to notify ARBEIT UND MEHR without delay if the presented candidate is already known to it. The client must explain the alleged prior knowledge and provide evidence. In such case, ARBEIT UND MEHR will not provide any further performance with respect to this candidate.

3.3. The client undertakes to give ARBEIT UND MEHR prompt notice of the establishment of a contractual relationship pursuant to Section 4 with a candidate proposed by ARBEIT UND MEHR. The client is further obligated to furnish information about whether it has not filled the position at all or has filled it with another candidate not presented by ARBEIT UND MEHR.

3.4. If an employment contract is concluded with a candidate proposed by ARBEIT UND MEHR, the client must furnish ARBEIT UND MEHR with information about the amount of the agreed gross annual income, including all monthly salary payments and all additional benefits, such as Christmas bonus, holiday pay, commissions, etc., and provide proof of same upon first demand.

3.5. Should the client fail to meet its obligation to provide proof of the agreed gross annual salary, ARBEIT UND MEHR is entitled to set a gross annual salary that is customary on the market for a candidate with those qualifications.

3.6. If, in the event of the conclusion of an employment contract with the proposed candidate, the client does not comply with his obligation to provide information in accordance with section 3.3, the client shall pay a contractual penalty of € 5,000 to ARBEIT UND MEHR. The contractual penalty shall be paid to ARBEIT UND MEHR in addition to the placement commission owed in accordance with clause 4.

4. Placement commission

4.1. The entitlement to the placement commission arises once an employment contract is concluded between the client or an enterprise in group affiliation with it under sections 15 et seq. of the German Stock Corporation Act (*Aktienengesetz*, AktG) and a candidate proposed by ARBEIT UND MEHR. An entitlement to the commission also arises if the contract is concluded within 12 months of profile presentation. The arrangement applies *mutatis mutandis* in the case of the conclusion of training, service, and other employment contracts. The candidate profiles transmitted by ARBEIT UND MEHR, including the time of transmission, will be stored for 12 months as evidence for both parties or for the assertion, exercise or defence of legal claims. The consent of the candidate has been obtained.

4.2. The placement commission for personnel placement of a worker varies from 27% to 30% of the gross annual salary agreed upon between the client and the candidate, plus value-added tax.

4.3. Gross annual salary includes all monthly salary payments and all additional benefits, such as Christmas bonus, holiday pay, commissions, etc. It is irrelevant whether the employment relationship lasts for 12 months.

4.4. If the contract is concluded between the candidate and a third party, but the candidate is hired to work at the client's business, this is also considered to be a conclusion pursuant to Section 4.1. The same applies if the client makes the candidate's data accessible to a third party and the candidate is thereupon hired to work at the third party's business.

5. Guarantee

As part of personnel placement, ARBEIT UND MEHR offers a guarantee in the event that a candidate placed pursuant to Section 4.1 and 4.2 is dismissed for professional reasons within the first six months. Other reasons that lead to a termination of the employment relationship do not constitute a guarantee case. When the candidate leaves the client's employ, the client must give written notice of a guarantee case and substantiate it. In the event the candidate leaves the client's employ in the

1st month	ARBEIT UND MEHR will refund 60% of the placement commission,
2nd month	ARBEIT UND MEHR will refund 50% of the placement commission,
3rd month	ARBEIT UND MEHR will refund 40% of the placement commission,
4th month	ARBEIT UND MEHR will refund 30% of the placement commission,
5th month	ARBEIT UND MEHR will refund 20% of the placement commission,
6th month	ARBEIT UND MEHR will refund 10% of the placement commission.

The guarantee payment is no longer due after six months.

6. Special services and ancillary costs

Special services and ancillary costs are provided and charged by separate agreement.

7. Payment terms, due date, default

7.1. The placement commission in connection with personnel placement is due for payment upon conclusion of the contract establishing an employment relationship.

7.2. The costs for separate services are due for payment when they are provided, irrespective of whether an employment contract or other employment relationship has been established with legal effect.

7.3. Invoices are immediately due for payment without deduction upon receipt.

7.4. If the client is a merchant, then the following applies: Pursuant to sections 352 and 353 of the German Commercial Code (HGB), the amount of the invoice bears interest from the due date at the rate of 5% p.a. Pursuant to sections 286 (3) and 288 (2) of the German Civil Code (BGB), the interest rate increases thirty days after the invoice date to nine percentage points above the base interest rate.

8. Liability

8.1. In connection with personnel placement, ARBEIT UND MEHR provides no guarantee or warranty for successful personnel placement during the contract term.

8.2. ARBEIT UND MEHR does not assume any liability or provide any warranty for the quality of the placed candidate's work performance beyond the guarantee described in Section 5.

8.3. The client is solely responsible for verifying the information provided by the candidate. For instance, ARBEIT UND MEHR is in particular not obligated to check the accuracy of work papers, including certificates, or to obtain criminal record extracts. The characteristics or qualifications of the candidate, the quality of the work performance, and the written and verbal information of the candidate are not assurances by ARBEIT UND MEHR.

8.4. ARBEIT UND MEHR is also not liable for damages that placed employees cause in performance of or on occasion of their work.

9. Contract term, termination

9.1. The personnel placement contract may be terminated in writing by either of the contracting parties without notice.

9.2. ARBEIT UND MEHR remains entitled to the commission for candidates presented up to the end of the contract if it is demonstrated that a contract was concluded with them pursuant to Section 4 within 12 months.

10. Confidentiality, data protection, property rights

10.1. All data and informational material provided to ARBEIT UND MEHR, as well as other information of the client, are treated in strict confidence, are used and stored solely for the purpose of personal placement work and are not disclosed to third parties.

10.2. The client must maintain the personal, professional, and economic circumstances of candidates in strict confidence. Documents about candidates, including candidate profiles, certificates, or exposés, may not be made accessible to third parties, or duplicated, are to be treated in strict confidence, and must be promptly returned to the candidate or the contractor if an employment relationship is not established.

10.3. ARBEIT UND MEHR and the client are jointly responsible for the processing of personal data with regard to the application process in certain case constellations. If applicable, the rights and obligations are concluded in the agreement on the DSGVO/GDPR Art. 26, which is attached to the GTC.

11. Set-off/right of retention

The client is not entitled to set off against ARBEIT UND MEHR or to assert a right of retention against it, unless the counterclaim is uncontested or has been reduced to an enforceable judgment.

12. Final provisions

12.1. Side agreements and contract amendments must be made in writing in order to be effective. The same applies to a departure from the written-form requirement.

12.2. If the client is a merchant, Hamburg is the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.

12.3. If individual provisions of the personnel placement contract should be or become ineffective, this does not affect the effectiveness of the other provisions. In such case, the contracting parties undertake to reach an agreement in place of the ineffective provision that most closely approximates in economic and legal terms the contractual intention that was expressed.

12.4. Purely for reasons of better legibility, this text does not contain specific references to male and female persons; only one form is used instead.

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