

# General Terms and Conditions for Personnel Placement

## § 1 Scope of Application

(1) These General Terms and Conditions (hereinafter "GTC") shall apply to all personnel placement services provided by DIS AG to companies (hereinafter the "Client").

(2) Deviating, conflicting or supplementary General Terms and Conditions of the Client shall only become part of the contract if and to the extent that DIS AG has expressly agreed to their applicability in text form.

## § 2 Subject Matter and Scope of Services

(1) DIS AG supports the Client in the recruitment of employees to fill vacant positions by searching for and presenting suitable candidates (hereinafter "Personnel Placement").

(2) The search requests are triggered in each case by electronic order placement, unless otherwise agreed.

## § 3 Fee

(1) DIS AG's fee claim shall arise as soon as an employment contract is concluded between the Client and a candidate proposed by DIS AG or the candidate commences work with the Client, whichever is earlier. It is presumed that DIS AG's activity is the cause of the conclusion of the contract between the Client and the candidate.

(2) This regulation shall not apply if the Client demonstrates that the proposed candidate was already known to the Client prior to the transmission of the recommendation. Prior knowledge exists if the candidate was already known to the Client by name within the ongoing recruitment process for the specific position to be filled and this can be evidenced by suitable documentation. The Client is obliged to inform DIS AG without delay, at the latest, however, before beginning the interview process; otherwise, the candidate shall be deemed to have been recommended by DIS AG. The fee claim shall exist regardless of the foregoing if the candidate was last known to the Client more than six (6) months ago.

(3) If no other agreement has been reached on fees, the fee claim of DIS AG shall amount to:

- (a) 33% of the annual gross target salary if the annual gross target salary of the placed candidate is below EUR 70,000;
- (b) 35% of the annual gross target salary if the annual gross target salary of the placed candidate amounts to EUR 70,000 or more.

(4) Irrespective of the calculation pursuant to paragraph 1, the fee shall amount to at least EUR 15,000 (minimum fee). All fees are subject to the applicable statutory value added tax.

## § 4 Calculation of the Annual Gross Target Salary

(1) The annual gross target salary comprises all remuneration components pursuant to § 14 SGB IV (German Social Security Code), in particular:

- (a) the gross monthly salary multiplied by the number of contractually agreed monthly salaries (usually 12 or 13),
- (b) variable remuneration components (bonus, profit share, commission, premiums) based on achieving a target of 100%,
- (c) holiday and Christmas bonuses as well as other special annual payments,
- (d) benefits in kind and non-cash benefits (in particular company car, credited at a flat rate of EUR 10,000 unless a higher value is evidenced),
- (e) other regular supplements and allowances.

(2) The calculation of the annual gross target salary shall be based on the content of the employment contract concluded between the Client and the candidate at the time of its conclusion. If a salary corridor or salary range is agreed in the employment contract, the upper value shall be decisive.

(3) In the case of part-time employment, the salary shall be extrapolated to full-time for the purpose of applying the EUR 70,000 threshold; for the calculation of the fee, the actually agreed part-time salary shall be decisive.

(4) If the working hours of the placed candidate are increased within twelve months after commencing work, the Client is obliged to inform DIS AG thereof without delay. DIS AG shall be entitled to recalculate the fee on the basis of the new annual gross target salary and to claim the difference.

## § 5 Due Date and Payment

(1) Unless otherwise agreed, the fee shall become due upon the arising of the claim pursuant to § 3 para. 1.

(2) DIS AG shall invoice the fee without delay after it becomes due. The fee shall be payable within seven days of the invoice date, unless a different payment term has been agreed.

(3) Any travel expenses incurred by the candidate, e.g. for the journey to the Client, shall be borne by the Client. Should personal interviews on the premises of DIS AG be required in advance at the Client's request, the Client shall bear the candidates' travel costs to DIS AG.

## § 6 Obligations of the Client

(1) Upon request, the Client shall provide DIS AG with all documents required for the performance of the Personnel Placement, in particular job descriptions and requirement profiles.

(2) The Client undertakes to inform DIS AG without delay if circumstances arise that may affect the performance of the personnel placement work.

(3) The Client shall inform DIS AG without delay, but no later than five working days after receipt of the employment contract signed by the candidate, of the conclusion of an employment relationship and the expected remuneration of the candidate. Upon request, the Client shall provide DIS AG with copies or extracts of the contract documents for the purpose of calculating the fee.

(4) If the Client breaches its obligation to provide information pursuant to paragraph 3 and an employment relationship or other engagement is concluded, DIS AG shall be entitled to a fee claim amounting to 50% of the expected annual gross target salary.

(5) DIS AG shall treat documents provided by the Client confidentially and shall return them upon request after termination of the contract.

## § 7 Fee Claim in Special Constellations

(1) DIS AG's fee claim shall also arise if:

- (a) the employment contract is concluded on terms other than those originally envisaged by the Client,
- (b) the candidate is hired for a position other than the one originally advertised,
- (c) the candidate was initially rejected but is hired within twelve months of the personnel proposal by DIS AG,
- (d) either party terminates the employment contract before the start of work or the candidate does not take up the job.

(2) The fee claim shall also exist if an employment contract, a freelance engagement, a contracting arrangement or any other form of engagement is concluded between the Client or a company affiliated with the Client pursuant to Section 15 of the German Stock Corporation Act (AktG) and the candidate within twelve months of the personnel proposal.

(3) DIS AG's fee claim shall furthermore arise if the Client directly or indirectly places or recommends the candidate proposed by DIS AG to third parties and a contract is subsequently concluded between the candidate and the third party. Disclosure of candidate information to third parties requires the express, prior consent of DIS AG.

(4) A prerequisite for the fee claim in the cases set out in paragraphs 1 to 3 is that DIS AG's activity was the cause of the conclusion of the contract between the Client and the candidate. Causation is presumed pursuant to § 3 para. 1 sentence 2.

## § 8 Data Protection and Confidentiality

(1) The Parties acknowledge and confirm that each Party acts independently as a controller within the meaning of the data protection laws with regard to the processing of personal data in connection with the Personnel Placement; they are not joint controllers within the meaning of Article 26, GDPR. This shall

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also apply to any data that DIS AG processes or enters onto the Client's system environment at the Client's request.

(2) The use of electronic data processing systems/programs specified by the Client for use during collaboration must be agreed with DIS AG in advance. Outsourcing of data processing in any form to a third country may only take place if the special requirements of Art. 44 et seq. GDPR are met, and the conditions imposed by the EU Commission and the German supervisory authorities on such outsourcing, e.g. a contract incorporating the EU standard contractual clauses in their current version, are met.

(3) Personal data shall be treated confidentially, may only be used for the purpose of Personnel Placement and shall be deleted without delay once the purpose has been fulfilled or the contract has expired, provided this does not contradict the statutory periods of retention. Reference information may only be provided following consultation with DIS AG.

(4) In addition, for the purpose of credit checks and credit monitoring, data is exchanged with credit bureaus such as Allianz Trade, CRIF, Creditreform and Dun & Bradstreet in accordance with applicable laws. The Client hereby agrees to this.

### § 9 Liability

(1) DIS AG is not liable for the qualities, abilities, etc. of the candidates. The Client is obliged to form his own opinion of this on the basis of the applicant documents that have been passed on, which are based on information provided by the candidate or by third parties.

(2) The fee is also due if the candidate does not actually meet the qualifications described in the order placement.

(3) In all other respects, the liability of DIS AG is - as far as legally permissible - limited to intent and gross negligence.

### § 10 Final Provisions

(1) Amendments and additions to the subject matter of this agreement are subject to text form. There are no ancillary agreements.

(2) Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected.

(3) The place of jurisdiction for all disputes arising from or in connection with contracts between DIS AG and the Client shall be Düsseldorf. German law shall apply.