

TERMS AND CONDITIONS of IAM Global GmbH

State: 01.06.2018

Article 1: Basics

- 1.1 These terms and conditions apply to all offers / requests for offers and contracts regarding the performance of services by IAM Global GmbH and all affiliated companies (hereinafter: contractor) based on the order agreement – signed at the end of page 3 with the signature under this document - and, in particular, to any agreement with the contracting party (hereinafter: client) and any other legal relationship arising out of these contracts and all non-contractual relations between the parties, in particular tort.
- 1.2 The terms and conditions are based on the following definitions:
 - **Candidate:** the natural person recruited and selected by the contractor to fill an open position within the client company.
 - **Gross annual salary:** the salary on the basis of a full year and a full-time employment relationship (forty hours) in the first year of service with the employer. This gross annual salary also includes a (possibly) thirteenth monthly salary, holiday pay, holiday allowances, on-target earnings (OTE), mobility budget (car / travel allowances), relocation allowances, all other primary and secondary conditions and benefits which are agreed between the candidate and the client. A car provided by the client for private and business use is equated in this context with a gross annual salary of nine thousand euros.
 - **Presentation:** the presentation of the candidate's data by the contractor to the client. It does not matter if the client already knows the candidate.
 - **Agreement:** an agreement between the candidate and the client on the assumption of a temporary or permanent employment relationship or on the conclusion of a contract for the performance of services in the broadest sense of the word for the client.
 - **Contract:** the contract between the contractor and the client.
 - All amounts stated in these terms and conditions and in offers of the contractor are **exclusive of VAT**.
- 1.3 **Any regulations deviating from these terms and conditions** - including possibly the general and special terms and conditions of the client - shall **only apply if** and insofar as they have been **expressly accepted in writing by the contractor**. More detailed information on individual conditions can be found under point 4.1.
- 1.4 These general terms and conditions are made available on the contractor's website and, if they have not already been handed over, sent to the client on first request. The version valid at the time of the conclusion of the contract applies in each case.
- 1.5 The client reserves the right to unilaterally modify these general conditions. An amendment will also apply to contracts that were concluded prior to the change. A change will come into force at the earliest fourteen days after notification of this change to the client or the candidate. The announcement is informal. If the client or candidate does not agree to the change, the previously valid regulations will continue to apply.
- 1.6 The contract is concluded **without any exclusivity clause**, unless the parties agree otherwise in writing, which is confirmed in writing by the contractor. If the parties agree on exclusivity and the client breaches the agreed exclusivity, the client shall immediately owe a compensation equal to the minimum commission according to Article 4 of these conditions, unless the principal proves a lower or the contractor a higher damage.

Article 2: Conclusion of the contract

- 2.1 The way of placing the order by the client to the contractor for the performance of services is informal. The contract is concluded by the acceptance of the order for a service of the client by the contractor (order confirmation) or by the actual start with the performance of the service by the contractor.
- 2.2 After the conclusion of the contract, the contractor is entitled to use the name and / or the logo of the client to support the execution of the services and to promote the contractor.

Article 3: Contract

- 3.1 If there is agreement between the client and all affiliated companies and the candidate proposed by the contractor within one year of the first presentation, the client is obliged to inform the contractor in writing within five working days after the agreement has been reached – this includes the sending of the contract with all relevant the information accessible to view. For the question whether there is an agreement, it does not matter whether the conclusion of a contract of employment between the client and the candidate was dependent on a good completion of a **probationary period**, or that the candidate occupies a **position other than for which he or she was presented** by the contractor.

In case of further questions regarding this document or interest in other consulting projects in the fields of restructuring / compensation consulting / digitization you can reach us via phone +49 (0) 211 17425316 or via E-Mail info@iam-global.de.

Exatron® Nobel Dirac® Saint Vitesse® are Business Units of IAM Global GmbH, Chlodwigstraße 90, 40225 Düsseldorf, GER

This document has been checked for legal applicability and is up to valid and latest laws and standards. Our operational basics as well as well as our data protection law guidelines are sent to you on demand.

Article 4: Commission

4.1 From the time of agreement between the client and the candidate, the client owes the contractor a commission, the amount of which can be found in the table under point 4.2. Written **individual conditions** (letter or e-mail) granted by the contractor that deviate from the conditions listed under point 4.2 apply with priority. The individual conditions must be clear from the written correspondence between the client and at least one of the contractor's managers and must be either

- **Actively presented...**

or

- **Expressly confirmed...**

by at least one of the managing directors of the contractor. The managing directors of IAM Global GmbH are listed in the imprint of the website at www.iam-global.de and can also be found via the relevant sources of the Federal Gazette.

4.2 Basis of the commission calculation:

Gross Annual Salary	Commission
Up to € 40.000	€12.500,-
From € 40.001 to € 60.000	€15.000,-
From € 60.001 to € 75.000	27,5 %
From € 75.001 to € 100.000	30 %
From € 100.001	35%
From € 150.000	Executive Search

4.3 Starting with a planned gross annual salary over € 150,000, our separate terms and conditions "Executive Search" apply.

Article 5: Payment

- 5.1 The commission described in Article 4 of these terms and conditions shall be charged to the client by the contractor on the next working day as soon as a candidate from the contractor has signed an employment contract offered by the client.
- 5.2 **Invoices** must be paid **within 14 calendar days** from the invoice date. If this period of payment is exceeded, the customer is legally in default and he owes default interest in the amount of the then applicable statutory provisions. The client has no right to set-off or the assertion of a right of retention, unless the counterclaims are legally established or recognized by the contractor.
- 5.3 If the client does not protest in writing against the contents of the invoice within five calendar days of sending an invoice, it is assumed that the client agrees to the invoice.
- 5.4 Payment may only be made with a legal tender in cash or by **bank transfer to the contractor's bank account** as specified on the invoice.
- 5.5 If the payment term is **repeatedly exceeded** (no settlement of the invoice within 14 days after the first reminder, which occurs on the first working day after expiration of the normal payment term), the client loses all **claims to goodwill**.
- 5.6 The client is not entitled to a suspension or set-off of any payment obligation under the contract. This does not apply if the counterclaim or the right of retention is recognized or legally established. The same applies to the contractor.

Article 6: Liability

- 6.1 The contractor is in no case liable for damage caused or caused by a candidate. The client must check himself whether the candidate has any required (work) permits, employee or independent status and / or other required documents. The contractor is under no circumstances party to the contract between the client and a candidate. The candidate is not a vicarious agent of the contractor. All documents and information are to be requested and checked independently by the client.
- 6.2 The contractor shall not be liable for any damage, loss or delay resulting from an attributable negligence, tort or other cause whatsoever, except in cases of intent or gross negligence, as well as the breach of a principal obligation to perform trust - or injury to life, limb or health on the part of the contractor. In the event of a breach of a principal obligation, liability is limited to the damage typically expected.

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Article 7: End of employment of a candidate / Goodwill Regulation

- 7.1 If the employment contract with a candidate is concluded, but the candidate **does not start the job or terminates the contract prior to commencement**, the contractor will receive **full reimbursement of the paid commission**. This goodwill regulation does not apply if the client has already committed significant misconduct before the start date and the attractiveness of the position for the candidate has deteriorated significantly (insults, public scandals of the client, demonstrable false statements of the client in the communication with the candidate).
- 7.2 If a contract of employment with a candidate **ends within eight weeks** of commencement because the candidate terminates the contract himself or the client terminates the contract with the candidate during this period or by mutual agreement with the reason that the candidate is not working properly – which has to be backed up with relevant documents by the client - the contractor will use the goodwill policy to try to **replace the vacant position of the leaving candidate** for a period of up to three months. Should the replacement not be successful after the application of various recruitment activities (switching of vacancies, database contacts, active sourcing), no claims will be made for the client in the form of damages, reimbursements or ongoing recruitment activities by the contractor. In case of success, the claim for succession does not entitle the client to demand equal professional qualifications, equal willingness to travel, salary expectation or other candidate-specific attributes. This goodwill regulation does not apply if the candidate's defective work or the reason for termination of the candidate is attributable to the client (missed salary payments, workplace bullying, temporary work notwithstanding the employment contract, etc.).
- 7.3 The client shall inform the Contractor in writing within five calendar days from the date of termination or from the date of signing of a Termination or Termination Agreement by mutual agreement stating the cause or termination of the candidate in accordance with paragraph 7.1 and 7.2.

Article 8: Applicable law and disputes

- 8.1 Substantive **German law** is applicable to all contracts between the contractor and the client, even if the contract has an international character.
- 8.2 The place of jurisdiction for all disputes - including those which are considered as such only by one of the parties - which should arise between the client and the contractor on the basis of this contract or the resulting contracts, is **Düsseldorf**.

Company / Client

Place / Date

Signature

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