



General Terms and Conditions – Personnel Consultancy –

§ 1 Scope of Application

1. The following General Terms and Conditions (GTC) shall apply to all business transactions of the contractor (SYNERGIE) relating to procuring candidates for the direct conclusion of an employment contract, service contract or contract for work under German law [*Arbeits-, Dienst- oder Werkvertrag*] between the candidate and the principal. Any deviating provisions, in particular terms and conditions of purchase of the principal, shall only become a part of the contract if this is expressly agreed upon in writing.
2. If SYNERGIE and the principal have previously entered into a personnel consultancy or framework agreement and its content is contrary to the provisions of these GTC, the provisions of those previous contracts shall prevail.

§ 2 Performance of the Personnel Consultancy Services

1. SYNERGIE shall propose candidates to the principal for the establishment of an employment, service or contract work relationship between the candidate and the principal or a company legally or economically linked to the principal. Such personnel consultancy services may either have the character of procuring candidates under a contract [*Auftragsvermittlung*] whereby the description of the position to be filled and the requirements as regards the qualifications of suitable candidates shall be determined in advance in a specific consultancy contract. Likewise, these GTC shall also cover cases of procuring candidates without a contract [*Andienungsvermittlung*] whereby SYNERGIE presents a candidate for employment to the principal on their own initiative and without SYNERGIE having received a personnel consultancy contract for that purpose beforehand.
2. Any employment, service or contract work relationship shall be deemed to be brokered by SYNERGIE if the principal, or a company which is legally or economically linked to the principal, on the one side and a candidate on the other side enter into it within a period of 12 months from the date on which SYNERGIE originally passed on information regarding this applicant to the principal. This shall also apply if the principal terminates the respective consultancy contract prior to the aforementioned date. In such cases, the right shall be reserved for the principal to prove that the conclusion of the contractual relationship is not attributable to the prior provision of information by SYNERGIE regarding the candidate. If this fact is proven, the contractual relationship shall be deemed not to be brokered by SYNERGIE.
3. If the proposed applicants and the principal do not enter into a contract, the records provided by SYNERGIE to the principal shall be returned to SYNERGIE without delay.
4. The principal shall be obliged to inform SYNERGIE without delay of any contract conclusion with any applicant proposed by SYNERGIE, but at the latest within 3 working days. Upon request, SYNERGIE shall receive within a period of 10 working days a copy of the concluded contract including all additional agreements.

5. The principal shall undertake to inform SYNERGIE without delay if an applicant proposed by SYNERGIE submits or has already submitted an application irrespective of SYNERGIE's service. In such a case, SYNERGIE shall no longer provide any further services regarding this applicant, unless the principal obliges SYNERGIE to continue their work also as regards this applicant. If a contract is concluded between the principal and the applicant in such a case, the principal shall owe the performance fee without any deductions.

§ 3 Remuneration / Prohibition of Set-off / Right of Retention

1. The commission from personnel procurement shall be calculated on a percentage basis from the annual remuneration (including special payments and other earnings) that is agreed upon with the employee. The percentage shall be oriented towards the qualification of the candidate and shall be agreed upon individually (offer/candidate exposé). All prices shall be understood as not including any statutory VAT. Any possibly incurred costs for media use, foreign language tests, personality profile analyses or social competence tests shall be charged separately and the principal shall be invoiced for these.
2. Unless otherwise agreed, the commission from personnel procurement shall be due for payment upon the receipt of the respective invoice and the invoice amount shall be paid without any deductions. If the principal does not pay the complete amount subsequent to the receipt of the respective invoice, the principal shall enter into default in payment 7 days after the receipt of that invoice without a request for payment by SYNERGIE being required.
3. The principal shall be permitted to offset their own claims against claims by SYNERGIE only if the principal's claims are uncontested or have become *res judicata*. Likewise, the principal shall have a right of retention only in the aforementioned cases.
4. The information exchanged between the principal and SYNERGIE shall be treated as absolutely confidential. Both parties shall undertake to comply with the data protection provisions. The principal shall be prohibited from passing on application documents or information to third parties. The principal shall owe to SYNERGIE the performance fee if a third party and the candidate enter into an employment relationship due to the fact that records or information have been passed on in an unauthorised manner. In this case, the principal shall owe the remuneration for this procurement. Any possible claims of SYNERGIE against the third party shall remain unaffected thereof. However, any possible payments by the third party shall be offset against the principal's remuneration obligation.
5. If the proposed candidates incur travel expenses due to a job interview, the principal shall reimburse the respective candidate directly for these expenses without delay and without any deductions.



§ 4 Procurement of Training Contracts

The commission from personnel procurement for the procurement of training contracts shall, deviating from the provisions of §3, amount to EUR 1,000 plus the statutory VAT for each trainee procured.

§ 5 Lump Sum Commission from Personnel Procurement / Damages

1. If the principal does not comply with their obligation in accordance with § 2, section 4 or if SYNERGIE may, for any other reason, not charge the commission from personnel procurement that SYNERGIE is entitled to, SYNERGIE shall be permitted to claim from the principal for each procured candidate the payment of a lump sum commission from personnel procurement amounting to EUR 12,000 plus the statutory VAT. For the principal, the right shall be reserved to prove that SYNERGIE is entitled – in accordance with §3, section 1 – only to a lower commission from personnel procurement.
2. If the principal does not or not in due time comply with any obligation arising from § 2, section 5, the principal shall reimburse SYNERGIE for the costs and unnecessary expenses that SYNERGIE incurred in reliance upon the continuing procurement opportunities.

§ 6 Data Protection / Copyright and Property Rights

1. The contracting parties shall treat any significant matters of the respective other contractual partner that are not publicly known with the level of confidentiality that is usual in business life.
2. The contractual partners shall process and use personal data of the respective other contractual partner only for purposes that are contractually agreed upon. They shall protect this data in particular from unauthorised access and pass it on to third parties only with the consent of the respective other contractual partner. This obligation shall apply even subsequent to the termination of the respective contract. In other respects, the data protection provisions shall apply.
3. All application documents that the principal is provided with in the context of the personnel consultancy shall remain the ownership of SYNERGIE and shall be returned if an employment relationship is not established.

§ 7 Suitability and Qualification of the Candidates

SYNERGIE shall examine the information provided by a candidate exclusively as regards the conformity with the job description and candidate profile or with other requirements of the principal. SYNERGIE shall not be obliged to examine whether the information provided by a presented candidate is true or whether the documents provided by the respective candidate are authentic ones. SYNERGIE shall not perform any suitability assessment or tests of the candidates' work for a specific position. The principal shall be responsible for assessing the suitability and qualification of any candidate.

§ 8 Limitation of Liability

1. SYNERGIE shall be liable for the infringement of any obligation arising from a contract or under the law only if SYNERGIE, a statutory representative of SYNERGIE or a performing agent [Erfüllungsgehilfe] of SYNERGIE has infringed the obligation

intentionally or with gross negligence; any no-fault liability shall be excluded. In the case of infringements of essential contractual obligations or injury to life, body or health, the parties shall also be liable for other types of negligence. "Essential contractual obligations" shall be obligations the compliance with which enables in the first place the due performance of the contract, the infringement of which jeopardises the achievement of the purpose of the contract, and the compliance with which the respective contractual partner therefore usually relies on.

2. The liability of SYNERGIE shall be limited to the foreseeable damage that is typical for the respective contract; this limitation shall not apply if statutory representatives or executive staff members of SYNERGIE have caused that damage intentionally or with gross negligence or if the damage has occurred as a result of the infringement of essential contractual obligations or an injury to life, body or health. Section 1, sentence 3 shall apply with the necessary modifications.

§ 9 Place of Performance / Jurisdiction

The place of performance and exclusive place of jurisdiction for all legal disputes shall be Karlsruhe, Germany. By means of awarding a contract to SYNERGIE, the principal shall be deemed to have acknowledged these General Terms and Conditions as the basis of that contract. The acceptance of the Terms and Conditions shall be deemed to be a declaration of the principal that the principal is a businessperson, unless the principal objects to this within three weeks from the date on which the contract was awarded.

§ 10 Final Provisions

1. The law of the Federal Republic of Germany shall exclusively apply to the legal relationship between the principal and SYNERGIE; any references to international legal provisions shall be excluded.
2. Any supplements as well as changes and amendments to the contracts concluded on the basis of these GTC or to the GTC themselves shall only be valid when made in writing. The revocation of the requirement of the written form as defined by sentence 1 shall also be required to be made in writing.
3. Should individual provisions of these GTC be or become invalid or unenforceable or should these GTC contain a regulatory gap, the validity of the other provisions shall remain unaffected thereof. In such a case, the contracting parties shall agree upon a provision instead of the invalid or unenforceable provisions that is equivalent to the greatest extent possible to the economic purpose of the respective original provision. Any regulatory gaps shall be filled by the parties by means of an additional provision that is equivalent to the economic purpose of the GTC to the greatest extent possible.
4. The provisions set out in section 3 shall apply with the necessary modifications to any invalid provision or any regulatory gap in any contract concluded on the basis of these GTC.