

# General Terms and Conditions

## Page Executive

Page Executive, a company of PageGroup  
Michael Page International (Deutschland) GmbH

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### 1. Scope of the General Terms and Conditions

The business relationships between Page Executive, a company of Michael Page International (Deutschland) GmbH (hereinafter also referred to as "PAGE EXECUTIVE") and the customer (hereinafter referred to as "Customer"), (hereinafter referred to collectively as "Parties") are subject exclusively to these General Terms and Conditions. Any deviating agreements between PAGE EXECUTIVE and the Customer shall only apply insofar as they are confirmed in writing by PAGE EXECUTIVE and the Customer as part of the agreements concluded between them. Otherwise, the validity of deviating or supplementary terms and conditions of the Customer is expressly excluded, even if PAGE EXECUTIVE should not separately object to them. These General Terms and Conditions shall also apply to all future transactions between the Parties, even if they are not referred to again.

### 2. Services of PAGE EXECUTIVE

The services of PAGE EXECUTIVE with regard to these General Terms and Conditions are

- 2.1 the verification of an employee presented by PAGE EXECUTIVE for hiring, as well as
- 2.2 other services that serve towards the fulfilment of the assignment concerned.

### 3. Services of the Customer

- 3.1 The Customer must ensure that PAGE EXECUTIVE is provided in good time with all information and documents required for the provision of the services taken on.
- 3.2 The Customer bears the responsibility for checking the professional or academic qualifications and will verify the suitability of a candidate presented by PAGE EXECUTIVE himself or have a representative do so.
- 3.3 The Customer must notify PAGE EXECUTIVE immediately in writing if he submits an offer of employment to a presented candidate.

### 4. Remuneration

- 4.1 The remuneration to be paid by the Customer for services by PAGE EXECUTIVE shall be based on the fee rates agreed with the Customer in the assignment concerned.
- 4.2 If the Customer and PAGE EXECUTIVE have not separately agreed on remuneration in accordance with the above Para. 4.1 and the Customer hires a person presented by PAGE EXECUTIVE, PAGE EXECUTIVE shall be entitled to a fee in accordance with the following provision:

The fee for hiring is 35% of the first gross annual salary of the hired applicant, plus the applicable statutory VAT. The calculation of the first gross annual salary takes into account all remuneration components, including in particular those components that are paid independently of and/or dependent on performance. Non-performance-related salary bonuses, such as non-cash benefits (e.g. company cars), overseas allowances, housing allowances or representation allowances, are recognised at their taxable value. A lump sum of EUR 10,000.00 is added to the gross annual salary for private use of a company car. Performance-related salary bonuses, such as royalties, bonuses or profit shares, are recognised at their expected or customary value; payment in kind is recognised as a non-cash benefit.

- 4.3 In the event of the presentation of an employee for hire, if, within twelve months, depending on whichever event occurs first:

- after the first receipt of documents concerning the employee
- after the first interview or other establishment of initial contact

a person proposed by PAGE EXECUTIVE is permanently employed by the Customer, the fee due in accordance with Section 4 (Para. 4.1 - 4.2) must be paid. The Customer's payment obligation shall also apply if the person presented should be hired within twelve months by affiliated companies of the Customer (Section 15 et seq. of the Companies Act (AktG)) – for example by another group company – regardless of whether the employee presented is hired for the job originally intended or any other job (possibly also for another position).

- 4.4 The fee is due when the employment relationship is established, i.e. when the contract is signed, and is payable within five working days of the signing of the contract. In the event of non-signature or later signing of a contract, the fee shall be due at the latest at the beginning of the actual employment. The Customer must inform PAGE EXECUTIVE

immediately after conclusion of the contract or after hiring in writing that he has hired an applicant presented by PAGE EXECUTIVE as an employee and must inform PAGE EXECUTIVE immediately of the annual gross income (including the amount of the remuneration to be paid by the Customer including incidental costs, such as travel expenses and remuneration agreements, etc.) by sending appropriate written evidence. The right to remuneration exists irrespective of whether the Customer approaches the person presented or whether the person presented applies to the Customer or a group company himself. Furthermore, PAGE EXECUTIVE's right to remuneration shall also exist irrespective of the position in which the person presented by PAGE EXECUTIVE is hired or deployed by the Customer, in particular even if the person is hired or deployed in a position other than that for which he was originally proposed by PAGE EXECUTIVE.

If the Customer hires an applicant originally verified or presented to him by PAGE EXECUTIVE without the prior written consent of PAGE EXECUTIVE, or enters into a contract with the applicant in any other form, the Customer shall pay a contractual penalty of EUR 25,000.00. Furthermore, the Customer shall pay the applicable fee in this case, in accordance with the above provision in Section 4. The other rights to which PAGE EXECUTIVE is entitled, in particular compensation for damages, remain unaffected by this. The contractual penalty shall be offset against any compensation for damages.

## **5. Invoicing, Payment and Default**

- 5.1 Invoicing for services shall take place
  - in the event of a hiring, at the time of the conclusion of a contract between the Customer and the applicant,
  - in the event of advertisements in print and/or online media, at the time of the placement/hiring,
  - in the event of other services, upon conclusion of the contract concerned.
- 5.2 Invoices shall be due on receipt of the invoice without deduction; the prices and fees quoted are subject to statutory VAT.
- 5.3 The Customer shall be in default at the latest 30 days after receipt of the invoice. This shall not affect the right to justify default by means of a separate reminder. During the default by the Customer, PAGE EXECUTIVE shall be entitled to demand default interest in the amount of four percentage points above the base interest rate. The base interest rate is available from the Deutsche Bundesbank. The assertion by PAGE EXECUTIVE of further claims for damages caused by default remains expressly unaffected by this.
- 5.4 The Customer may only offset against claims that have been acknowledged by PAGE EXECUTIVE in writing or that have been legally established.

## **6. Claims for Defects / Hindrance to Performance**

- 6.1 The Customer's claims for any defects in the services shall be governed by the statutory provisions. The Customer must assert claims for defects against PAGE EXECUTIVE in writing immediately after becoming aware of the defect. Claims for defects expire twelve months after the service concerned is provided.
- 6.2 If PAGE EXECUTIVE is unable to provide the services, in full or in part, for the Customer due to circumstances for which PAGE EXECUTIVE is not responsible, PAGE EXECUTIVE has the right to withdraw from the contract. In this case, PAGE EXECUTIVE expressly does not have any obligation to provide compensation for damages.

## **7. Termination**

- 7.1 Each party is entitled to terminate the contract without notice if the other party breaches essential contractual obligations.
- 7.2 Furthermore, PAGE EXECUTIVE is entitled to terminate the contract without notice if
  - the Customer is insolvent
  - insolvency proceedings are filed against the Customer's assets
  - the Customer is in default of payment
  - the Customer is in default regarding the acceptance of services of PAGE EXECUTIVE, or
  - the Customer does not fulfil his contractual obligations to cooperate.
- 7.3 The other rights to which PAGE EXECUTIVE is entitled, in particular compensation for damages, remain unaffected by this.

## **8. Replacement Efforts**

- 8.1 If a person presented to the Customer by PAGE EXECUTIVE for employment and employed by him gives his notice within six months after commencement of work with the Customer, or if the Customer serves notice to such a person within six months after commencement of work, PAGE EXECUTIVE shall endeavour to find an appropriate replacement for the contractually agreed position. However, this requires the payment of a retainer (a first instalment) of an amount to be agreed between the Parties. If the assignment was purely on a success basis, the period is reduced from six months to two months. PAGE EXECUTIVE expressly does not assume any guarantee for the successful placement of a replacement person.
- 8.2 This does not apply if the termination of the contract was caused
  - by the Customer due to an internal reorganisation measure with the consequence of the loss of need, the job or similar
  - due to a change to the job description/task
  - due to other reorganisation measures
  - due to the takeover of the Customer by another company, or
  - due to a merger of the Customer with another company.
- 8.3 Section 8 shall also not apply if the Customer fails to pay the invoice issued by PAGE EXECUTIVE for the placement of the person leaving the company within 30 days after receipt of the invoice.
- 8.4 The replacement efforts by PAGE EXECUTIVE are independent of PAGE EXECUTIVE's right to remuneration. The Customer is therefore expressly not entitled to any right of retention regarding PAGE EXECUTIVE's right to remuneration in the event of a replacement effort.

## **9. Liability**

- 9.1 Subject to the provisions of Para. 9.2 below, the liability of PAGE EXECUTIVE for compensation for damages is limited as follows:
  - 9.11 PAGE EXECUTIVE shall be liable for the amount limited to the damage typically foreseeable at the time of conclusion of the contract for the negligent breach of essential obligations arising from the contractual relationship, limited to an amount of max. 1 Mio. EUR (one million euro).
  - 9.12 PAGE EXECUTIVE shall not be liable for the negligent breach of non-essential obligations arising from the contractual relationship.

- 9.2 The aforementioned limitation of liability does not apply in cases of mandatory statutory liability or in cases of assumption of a guarantee or if death, physical injury or illness is caused culpably.
- 9.3 PAGE EXECUTIVE accepts no guarantee for the suitability of the employee presented for employment. This applies in particular to the checking of references and qualifications, which is finally the responsibility of the Customer in accordance with Para. 3.2.
- 9.4 The Customer shall take appropriate measures to prevent and minimise damage.

#### **10. Confidentiality Obligation**

- 10.1 The Parties mutually undertake to maintain confidentiality regarding all information that becomes known within the course of the contractual relationship.
- 10.2 Applicants presented by PAGE EXECUTIVE are contractually obliged to maintain confidentiality regarding all confidential matters and procedures of the Customer of which they become aware as well as to observe data secrecy in accordance with GDPR.

#### **11. Candidate Documents / Hiring by Third Parties**

- 11.1 The Customer is not entitled to pass on knowledge, documents or other information about the persons presented by PAGE EXECUTIVE to third parties without the prior written consent of PAGE EXECUTIVE, or to present these persons to third parties for the purpose of hiring. "Third parties" as defined by this Section 11 are any natural or legal person or majority of persons other than the Customer, including companies associated with the Customer, in accordance with Section 15 of the Companies Act (AktG).
- 11.2 If the Customer presents or otherwise introduces a person originally presented to him by PAGE EXECUTIVE to a third party for the purpose of hiring without the prior written consent of PAGE EXECUTIVE, the Customer shall pay a contractual penalty of EUR 25,000.00. Furthermore, the Customer shall pay the applicable fee in this case, in accordance with Section 4, if this person is hired by the third party or enters into a contract in any other form. The other rights to which PAGE EXECUTIVE is entitled, in particular compensation for damages, remain unaffected by this. The contractual penalty shall be offset against any compensation for damages.

#### **12. Non-Poaching Clause**

The Customer shall not poach, hire or otherwise commission employees of PAGE EXECUTIVE, either directly or indirectly, not even via any of the Customer's group companies or cooperation partners, unless the employee himself should initially and actively apply to them on the basis of a specific job advertisement. For each breach of this non-poaching clause by the Customer, PAGE EXECUTIVE may claim a contractual penalty to the amount of EUR 10,000.00. In addition to the payment of the contractual penalty, the Customer shall pay a lump-sum fee of EUR 25,000.00.

#### **13. Force Majeure**

Events that are unforeseeable, unavoidable and outside of the influence of PAGE EXECUTIVE and events for which PAGE EXECUTIVE is not responsible, such as force majeure, war, natural disasters or industrial disputes, release PAGE EXECUTIVE from its obligation to provide the service concerned for the duration of such events. Agreed deadlines shall be extended accordingly by the duration of the disturbance; the Customer shall be informed of the occurrence of the disturbance in an appropriate manner. If the end of the disturbance is not foreseeable or if it lasts longer than two months, each party is entitled to withdraw from the contract. In this case, there is no obligation for the Parties to provide compensation for damages.

#### **14. Concluding provisions**

- 14.1 Amendments and additions to these General Terms and Conditions must be in writing. Supplementary agreements shall only be valid if confirmed in writing. This also applies to the waiver of the written form requirement.
- 14.2 Should a provision of these General Terms and Conditions be invalid or lose its legal validity at a later point in time, this shall not affect the validity of the General Terms and Conditions as a whole or the remaining provisions. In place of the ineffective provision, insofar as this is legally permissible, another reasonable provision shall apply which comes closest to the economic purpose of what the Parties have agreed or would have agreed, if they had considered the ineffectiveness of the provision; the same shall apply to the closing of any loopholes in the contract.
- 14.3 The sole place of jurisdiction for all disputes arising from the contractual relationship is, as far as legally permissible, Düsseldorf. However, PAGE EXECUTIVE is entitled to bring action against the Customer at any other place of jurisdiction in Germany.
- 14.4 This Agreement shall be governed exclusively by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

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