



## TERMS AND CONDITIONS OF BUSINESS of MARKENPERSONAL GmbH

### Section 1 General remarks, scope

1. The Terms and Conditions of Business (T&Cs) apply to all agreements and consultancy contracts concluded by and between MARKENPERSONAL GmbH (hereinafter “Markenpersonal”) and its clients, and constitute part of the agreement in each case.
2. The T&Cs shall apply exclusively; deviating terms and conditions of the Client shall not apply. This equally applies if the terms and conditions of the Client do not contravene these T&Cs. All agreements which diverge from these T&Cs as well as supplements and amendments to agreements and collateral agreements shall only be valid if made in writing.

### Section 2 Formation and object of the agreement

1. In essence, Markenpersonal finds freelance and permanent employees for the Client within the communications and marketing sector.
2. The agreement is founded on a written quotation which shall remain valid for a period of three months from its issue date. The quotation shall be accepted in writing by letter or email.
3. The agreements concluded by Markenpersonal are service contracts. The object of the agreement is the agreed service (such as the identification and examination of candidates, the generation of analyses, presentations, workshops, training, coaching) and not the achievement of a specific commercial success or other targets. The contract shall be performed in accordance with the principles of proper professional practice. Markenpersonal is entitled to draw on the services of third parties for execution of the contract.

### Section 3 Remuneration and payment conditions

1. Unless agreed otherwise in writing, the fee agreed upon in the contract shall be subject to travel expenses and other expenses insofar as these are necessary for performance of the contract and are appropriate. Travel and overnight accommodation costs shall be charged at cost. Flight costs shall be charged on the basis of economy class for Europe. Rail costs shall be charged on the basis of first-class travel and passenger vehicle costs shall be charged at EUR 0.50 per kilometre driven, with these charges each being subject to statutory VAT. Travel costs and other expenses shall only be incurred in the course of HR consultancy contracts subject to the Client’s prior approval of absorption of the costs.
2. The agreed fee is subject to the statutory VAT as applicable.
3. The agreed fee shall be payable in full immediately upon being invoiced.
4. The Client shall be entitled to set-off rights only if its counterclaims are recognised by a declaratory judgement, are undisputed or are acknowledged by Markenpersonal. The Client may additionally exercise its right of retention only and insofar as its counterclaim relates to the same contractual relationship.

#### Section 4 HR consultancy fee conditions

1. If the Client establishes an employment relationship with a candidate proposed by Markenpersonal within twelve months of their being proposed, Markenpersonal shall be entitled to payment of the conditional fee in full. The conditional fee shall likewise be payable if the candidate is recruited by a subsidiary or a sister company of the Client.
2. In the event that a candidate is mediated who is then employed within the Client's company on a freelance basis, Markenpersonal shall be entitled to a finder's fee to be paid by the Client in the amount of 10% of the total of the freelance fee, payable within six months of the candidate being proposed by Markenpersonal.
3. The conditional fee shall be inapplicable only if the candidate applied to the Client up to six months prior to or following the contracting of Markenpersonal and the Client notifies Markenpersonal hereof immediately following Markenpersonal's proposal of the candidate.
4. Should the contract be cancelled by the Client, the full fee shall be payable insofar as at least one potential candidate (m/f/x) was invited for an interview.

#### Section 5 Fee models

##### 1. CONSULTING. BASE

Services: Research, approaching candidates, interviews and preselection of candidates suitable for permanent employment with a gross annual salary of EUR 60,000 and to work as freelancers on the basis of job profiles provided by the Client and a requirements profile drawn up by us and approved by the Client. Categorisation as A/B candidates. Provision of weekly reports.

Requirements: Three to six contracts per year, < EUR 60,000 gross annual income, six freelancer search assignments included, twelve-month term.

EUR 3,000/month

##### 2. CONSULTING. CLASSIC

Services: Research, approaching candidates, interviews and preselection of candidates suitable for permanent employment with a gross annual salary of EUR 60,000–100,000 on the basis of job profiles provided by the Client and a requirements profile drawn up by us and approved by the Client. Categorisation as A/B candidates. Provision of weekly reports.

Requirements: One contract, EUR 60,000–100,000 gross annual income, three-month term.

EUR 5,000/month

##### 3. CONSULTING. EXECUTIVE

Services: Research, approaching candidates, interviews and preselection of candidates suitable for permanent employment with a gross annual salary of at least EUR 100,000 on the basis of job profiles provided by the Client and a requirements profile drawn up by us and approved by the Client. Categorisation as A/B candidates: max. five A/B candidates supplied (at least one A candidate); 15% upon being contracted, 25% upon delivery of the candidates, 60% upon contract conclusion.

Requirements: One contract, > EUR 100,000 gross annual income.

30% of the gross annual income

##### 4. FREELANCE-RECRUITING. NOW

Services: Research, approaching candidates, selection/recommendation of freelancers suitable for a temporary contract (starting at one-day bookings) on the basis of a job description provided by the Client, categorisation as A/B candidates

Requirements: Starting at one contract (concluded at least one week prior to project start date).

Booking amount of up to EUR 20,000: 7.5% of the net amount (min. EUR 300)

Booking amount of up to EUR 70,000: 6% of the net amount

Booking amount of up to EUR 200,000: 4.5% of the net amount

##### 5. FREELANCE-RECRUITING. FLAT

Services: Research, approaching candidates, selection/recommendation of freelancers suitable for a temporary contract (starting at one-day bookings) on the basis of a job description provided by the Client, categorisation as A/B candidates, twelve-month term.

10 freelancers per year, EUR 600/month

20 freelancers per year, EUR 1,100/month

40 freelancers per year, EUR 2,000/month

#### Section 6 Obligation to pay commission for employment contracts

If Markenpersonal's recruitment activities lead to a permanent or temporary contract of employment subject to social security contribution payment, a commission sum shall be due to Markenpersonal. Entitlement to commission is subject to Markenpersonal having mediated contact. In this regard, it is sufficient for the mediation, i.e. the transfer of the worker's contact details to the Client or a referral of the worker to the Client or the mutual introduction of the Client and worker, to have been at least a contributory factor to the establishment of an employment relationship. Markenpersonal shall likewise have entitlement to commission if the worker is hired for a position other than that for which Markenpersonal originally proposed the worker.

#### Section 7 Mediation of freelance workers

If a contractual relationship for freelance work is concluded by and between the Client and the worker found by Markenpersonal, the Client and the freelancer are obliged to notify Markenpersonal hereof within two weeks of conclusion of the contract. The Client and the freelancer are further obliged at Markenpersonal's request to divulge to Markenpersonal information regarding all contractual relationships concluded by and between both parties in the previous 24 months on the basis of contact with Markenpersonal. The Client and the freelancer are additionally obliged to, at Markenpersonal's request, furnish Markenpersonal with copies of all the invoices issued by such freelance employees. If freelance employment leads to a permanent position with the Client within twelve months, the permanent employment shall be subject to commission in the amount of 25% of the gross annual income.

#### Section 8 Duration of the obligation to pay commission

Above and beyond the contract of employment originally mediated, commission shall likewise mandatorily apply to all other employment contracts concluded by and between the Client and the worker within 24 months of their first contact being mediated. This shall equally apply if the worker initially accepts permanent or freelance employment with a different company, and collaboration between the Client and the worker is only subsequently established within the aforementioned 24 months.

#### Section 9 Right to rectification

If the employment relationship concluded with a candidate proposed by Markenpersonal is terminated by the Client within six months of the employment start date for reasons of professional shortcomings and not for operational reasons, Markenpersonal shall undertake to propose a suitable substitute candidate within the specialist field of the position originally filled at no extra charge.

#### Section 10 Confidentiality

1. Markenpersonal shall observe the strictest confidentiality regarding all the information to which it becomes privy as well as all company and trade secrets following termination of the agreement unless the Client explicitly releases Markenpersonal from its duty of confidentiality in specific cases.
2. Markenpersonal shall oblige its employees and any third parties involved in performance of the contract to observe confidentiality.
3. Markenpersonal is authorised to process or have processed by third parties the personal data with which it is entrusted within the context of the purpose of the contract, subject to the observance of data protection regulations.
4. The Client undertakes to refrain from sharing data and information regarding candidates with third parties and to use said data and information solely for the purpose of examination with a view to establishing an employment relationship. Training documents produced by Markenpersonal or other concepts, documents or process descriptions produced by Markenpersonal as part of projects may only be shared with third parties or used in any other way with the explicit approval of Markenpersonal. All copyrights remain with Markenpersonal.
5. The Client is not authorised to share with third parties the contact details of workers with which it is furnished by Markenpersonal within the context of this agreement. If a disclosure of contact details which is in violation of this provision leads to the conclusion of a contract by and between the worker proposed by Markenpersonal and a third party, the Client shall be obliged to pay damages in the amount of the commission missed out on by Markenpersonal (Section 4). Markenpersonal reserves the right to assert claims for damages above and beyond this.

### Section 11 Liability

1. Markenpersonal shall be liable for willful or grossly negligent damage for which it or its employees is responsible.
2. Liability shall not be accepted insofar as claims of intent and gross negligence cannot be demonstrably asserted. Liability shall generally be limited to direct or indirect damages which were identifiable at the time of the conclusion of the contract. The contractor's liability shall be limited to the contract fee.
3. The Client must notify Markenpersonal in writing of claims for damages on the part of the Client against Markenpersonal within two months of the termination of the contract. If the Client fails to fulfill this obligation, it cannot derive claims from this relating to possible defective performance on the part of Markenpersonal. Any claims for damages against Markenpersonal shall be subject to a limitation period of six months from the time of the notification in writing of the claim.

### Section 12 Client's obligation to cooperate and information obligations

1. The Client undertakes to afford Markenpersonal all the assistance it requires free of charge, in particular to provide the information needed for performance of the agreement in good time and to establish within its sphere of operation all the parameters needed for proper performance of the agreement.
2. Further, the Client undertakes at the request of Markenpersonal to arrange appropriate work opportunities at the project site and shall give Markenpersonal insight into all the documents, processes and circumstances which may be of significance to performance of the contract without specifically being requested to do so.
3. The Client undertakes to notify Markenpersonal of the agreed gross annual salary within two weeks of the conclusion of an employment contract and to furnish it with a copy of the section of the employment contract featuring the salary components and the signatures of the parties to the employment contract. The Client additionally grants Markenpersonal the right to enquire about the employment relationship's salary conditions directly from the mediated worker and releases the worker from any non-disclosure obligations. The aforementioned information obligations on the part of the Client shall apply to all employment contracts concluded within the period of 24 months from initial contact to which commission applies as well as to subsequent extensions of employment contracts which were originally temporary to which commission applies.
4. Notwithstanding the aforementioned information obligations pursuant to Section 6, the candidate (freelancer) is obliged to truthfully provide Markenpersonal with all the information needed for successful mediation. The candidate (freelancer) shall notify Markenpersonal without undue delay if they were already aware of freelance employment offered by Markenpersonal as per Section 6 from another source. The candidate (freelancer) is obliged to handle confidentially all the knowledge they acquire in the course of mediation, in particular the vacancies or hourly wages of which they are informed, and to not share these with third parties.

### Section 13 Final provisions

1. There shall be no collateral agreements. Amendments and supplements to this agreement and to the T&Cs must be made in writing. This equally applies to a change in the requirement of the written form.
2. The place of jurisdiction shall be Markenpersonal's place of business, this currently being Hamburg. The laws of the Federal Republic of Germany shall apply, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
3. Should individual provisions of this agreement be or become invalid either wholly or in part, this shall not affect the validity of the remainder of the agreement. In this instance and in the event that the agreement contains a legal gap, the parties shall eliminate the invalid provisions or shall replace the existing gap with a suitable arrangement which most closely approximates the parties' original intentions.