

TERMS & CONDITIONS OF WU PERSONAL GMBH FOR STAFF RECRUITMENT

General

wu personal GmbH provides staff recruitment services. It recruits and places suitable candidates for employment with the Client (customer).

1. Subject of the contract / performance

1.1 wu personal GmbH provides the aforementioned services exclusively on the basis of these Terms & Conditions (T&Cs). Conflicting terms and conditions of the Client will only be recognised insofar as they are consistent with these Terms & Conditions or have been explicitly confirmed in writing by the Provider (wu personal GmbH).

1.2 These T&Cs also apply if the Provider performs the service for the Client without reservation in the knowledge of terms and conditions of the Client that conflict with or deviate from its Terms & Conditions. In such cases, the acceptance of services by the Client will be deemed to be an acknowledgement of these T&Cs with the simultaneous and hence previously accepted waiver of the validity of the Client's own T&Cs.

1.3 wu personal GmbH recruits on an assignment basis for the Client and supplies the Client with possible candidate profiles with particular qualifications for a specific position. The candidate will then be introduced in person upon request.

1.4 The requirements profile discussed between wu personal GmbH and the Client as well as the documents provided with the commission form the basis of the recruitment process. If wu personal GmbH introduces qualified candidates to the Client who deviate from the specified requirements profile, these candidates will be deemed to be acceptable to the Client, provided that the Client invites them to an interview or concludes a contract of employment.

1.5 wu personal GmbH undertakes to use all the expertise and experience at its disposal within the scope of its services and to maintain the highest level of confidentiality.

1.6 wu personal GmbH is entitled to make use of expert third parties for the performance of the commission.

1.7 The Client undertakes to submit the documents required in connection with the placement commission in a timely and complete manner and to inform wu personal GmbH of any events and circumstances that may be of significance for the commission. This also applies to documents, events and circumstances that only become known in the course of the activities of wu personal GmbH. The particular decisions regarding or arising from the consulting services are to be made by the Client at its own responsibility.

2. Quotations and prices

2.1 The service is provided at the prices and special conditions of the specific quotation for staff placement. Quotations are always made subject to change without notice. An agreement will only be concluded in the absence of a written agreement upon written confirmation of the quotation by the Provider.

2.2 Where appropriate, the amount of the fee and the recruitment modalities can be set out in a framework agreement.

2.3 Unless otherwise agreed or offered, the following terms and arrangements apply to the recruitment process: The basis for the fee is the future annual remuneration including all special payments, royalties, commissions, car etc.

2.4 The Client undertakes to provide wu personal GmbH with all documents required for determining the amount of the commission, e.g. contracts of employment, wage and salary statements, etc. The Client has an obligation to provide information upon request.

2.5 The placement fee is 20% of the candidate's budgeted annual target salary, of which 5% must be paid by the client to wu personal GmbH on awarding the recruitment commission. Payment must be made upon award of the commission.

2.6 wu personal GmbH's entitlement to a fee will not be affected if the contract of employment is concluded on terms other than those that were offered or if the proposed candidate is earmarked for a job that differs from the requirements profile.

2.7 All fee rates and prices are net and subject to the statutory rate of value added tax.

3. Dates and deadlines

3.1 The fee becomes due upon conclusion of the contract of employment (whether self-employed or employed) with any proposed applicant. Invoices are payable immediately upon receipt. wu personal GmbH may claim interest on arrears in the amount of 5 percentage points above the applicable base interest rate if payment has not been received by the due date. Reimbursement of agreed expenses will be invoiced when they are incurred. The aforementioned applies with regard to the due date and default in payment.

3.2 The fee will also due if, within a period of twelve months, the candidate subsequently accepts an initially rejected contract of employment (whether self-employed or employed), which was established or arranged through wu personal GmbH, on the same terms or on other terms; this will be deemed to be the establishment or arrangement of a contract of employment by wu personal GmbH, meaning that an entitlement to a commission exists.

3.3 The Client undertakes to notify wu personal GmbH of the conclusion of a contract of employment with a candidate proposed by wu personal GmbH within one week of the conclusion of such contract.

3.4 If a candidate proposed by wu personal GmbH has already applied to the Client independently of the placement commission awarded, the Client is obliged to inform wu personal GmbH immediately upon receipt of the application documents by wu personal GmbH. In this case, wu personal GmbH will not provide any further services with regard to this candidate. wu personal GmbH will also continue to provide services with regard to this candidate at the Client's request. wu personal GmbH will be entitled to invoice the placement fee in full if a contract of employment is concluded in this case

4. Applicant data / data protection

4.1 The information provided by wu personal GmbH about an applicant is based on the information provided by the candidate or on the information provided by third parties. For this reason, wu personal GmbH cannot provide any guarantee for the accuracy and completeness of the information provided.

4.2 Similarly, no guarantee can be provided that a proposed candidate will not be placed elsewhere.

4.3 The Client is obliged to treat all knowledge gained in connection with this agreement as confidential and, in particular, not to disclose the information provided to it to third parties. Should the Client violate this provision, and should the third party thereupon conclude a contract with the candidate presented by the wu project team, the Client will owe the fee as if it had concluded this contract itself.

4.4 The Client must surrender the documents supplied by wu personal GmbH at the latter's request. This does not apply to documents provided relating to a candidate with whom the Client has concluded a contract.

4.5 wu personal GmbH will treat all data of the Client and the applicant that comes to its knowledge in connection with the placement confidentially in terms of data protection.

5. Liability

5.1 All recommendations and forecasts are made to the best of our knowledge and belief. The service of wu personal GmbH for staff placement does not release the Client from its obligation to check the suitability of the candidate. The Client will bear sole responsibility for the selection decision upon conclusion of the contract of employment with the candidate. wu personal GmbH and any of its vicarious agents will not be liable for any claims and damages resulting from the possible unsuitability of the candidate (e.g. detection of incorrect information provided by the candidate, poor performance, inconsistencies, loss or damage, termination of the contract of employment prior to and following the commencement of work).

6. Termination of the placement commission

6.1 The Client may terminate the placement commission awarded at any time.

6.2 The placement commission will be deemed to have been completed and fulfilled when a contract of employment has come into being between the Client and the candidate placed by wu personal GmbH.

7. Miscellaneous

7.1 Subsidiary agreements and amendments to the agreement must be made in writing in order to be effective. Any form of text (Section 126b of the German Civil Code (BGB)) will satisfy this requirement for the written form. A simple text will not suffice if the written form or any other qualified form requirement (e.g. registered letter with acknowledgement of receipt or registered letter sent by registered mail) has been explicitly agreed upon in the agreement.

7.2 Verbal agreements are only valid if they are confirmed in text form by the Provider within seven calendar days.

7.3 All contractual relationships between the Parties are subject exclusively to the laws of the Federal Republic of Germany.

7.4 The place of jurisdiction for all disputes is Munich.

7.5 If any provision, or portion of a provision, of these Terms & Conditions is invalid in whole or in part, this will not affect the validity of the remaining provisions. Any agreements concluded between the Parties must be made in writing.

7.6 The masculine form of speech is used in the text for better readability. The text applies to male and female persons alike with due consideration of the German Anti-Discrimination Act (AGG).