



General Terms and Conditions for Permanent Placements

on the part of

stratandnet GmbH

Beim Alten Gaswerk 1, 22761 Hamburg
(henceforth called "contractor" or „stratandnet GmbH“)

§ 1 Contractual Object

- 1.1 The stratandnet GmbH acts as a professional recruitment agency.
- 1.2 The client is looking for qualified staff. The stratandnet GmbH is therefore obligated to find and present the best suited personnel within the boundaries of their possibilities. As soon as personal candidate information, which may lead to the identification of said candidate, is transmitted to the client by the contractor, said candidate will be handled as a valid suggestion by the contractor.

§ 2 Commission

- 2.1 The client binds itself to pay out a commission to the stratandnet GmbH as soon as a contractual agreement (employment contract, freelance contract, participation agreement, contract with a subcontractor engaging the candidate) is arranged due to a candidate suggestion by the stratandnet GmbH. If a contractual agreement is concluded with a foreign candidate who, in order to begin his employment, needs a working permit, the contractual agreement will be treated as void until the working permit is granted.
- 2.2 The Commission agreement between contractor and the client can be either a fixed fee or a percentage share of the estimated annual salary regarding the first year of the employment contract (including both the annual gross salary and all monetary value benefits). The commission model is based on the estimated annual salary:

0 – 40.000 €	10.000 € fixed payment
over 40.000 €	35%

- 2.3 The commission amount is a net sum and will be invoiced plus value added tax, which must be paid by the client separately.
- 2.4 The client will be informing the stratandnet GmbH officially within 14 days after signing of the employment contract about the order number. If the client does not provide stratandnet GmbH with an order number within this period, the stratandnet GmbH is authorised to send an invoice without order number.
- 2.5 In case that a client withdraws an employment offer which the candidate already accepted but before the candidate starts his employment with the client, the contractor is authorised to invoice a handling fee of 5.000€.
- 2.6 The entire sum of liabilities is to be settled without deductions within 14 days after receiving the invoice. During a delay of payment, the client will be held liable for the delay with a default interest of nine percent above the base interest rate of the current year.

§ 3 Aptitude of a Candidate

- 3.1 The stratandnet GmbH is granted access to the CV's and performs qualification interviews with the candidates, to determine their aptitude. A responsibility on the part of the contractor for the correctness of statements made by the candidate is excluded.
- 3.2 Following the interview process of the contractor, the client is obligated to examine if a candidate possesses the necessary skills, expertise and experience for the tasks given by the client and if the candidate proves healthy enough to fulfil said tasks.
- 3.3 During the placement of foreign candidates, which need a working permit to exercise an employment, the employment must not start until the Federal Labour Office has granted such working permit. The necessary permits have to be applied for by the client without delay and at the client's own charge.

§ 4 Contract Duration

- 4.1 If within the first twelve months after the presentation of a candidate by the stratandnet GmbH, said candidate signs an employment contract with the client, both contract parties acknowledge that the employment contract was only achieved by the suggestion of the stratandnet GmbH. Therefore, the client agrees to compensate the contractor with the negotiated commission.
- 4.2 The commission is due even if the employment contract is signed after the termination of this contract, if the candidate was presented by the stratandnet GmbH.

§ 5 Scope of Application

- 5.1 In case the documents of a candidate are already available to the client before presentation by the contractor, this contract is only considered void if the candidate applied directly at the client and only if that happened within the last 6 months before presentation by the contractor. In this case, the stratandnet GmbH must be informed in writing by the client within 7 days of the presentation, otherwise the candidate does count as presented by the stratandnet GmbH. In all other cases, the candidate is considered a suggestion of the contractor as well.
- 5.2 Should the documents of a candidate be available to the client due to an unsolicited application or because the candidate applied for other positions as suggested from the stratandnet GmbH, the candidate does count as presented by the contractor in any case.

§ 6 Information

- 6.1 The client provides the stratandnet GmbH without delay with all the necessary information, predominant or accessory, which could in any way affect the placement of a candidate.
- 6.2 The client is obligated to inform and provide a copy the stratandnet GmbH about the signing of an employment contract and the agreed estimated annual salary (and additional information which is affecting the commission entitlement) without delay. If the client fails to provide the contractor with the relevant documents within 14 days of the signing of the employment contract, the contractor is permitted to add a contractual penalty fee of 5% above the commission percentage of the estimated annual salary of the candidate within the first year as agreed in § 2.2.

§ 7 Confidentiality

- 7.1 The client binds himself to treat all information he received due to the recruitment contract as confidential and especially do not forward said information to third parties.
- 7.2. In case the client does breach the confidentiality agreement and a third party does conclude a contract with a candidate originally presented by the stratandnet GmbH, the client is obligated to compensate the stratandnet GmbH as if the client himself has arranged an employment contract with said candidate.

§ 8 Anti-Corruption

8.1 The following is prohibited for both contractual parties:

- a. To provide an employee or representative of a contract partner with gifts or benefits of any nature, which be incentive or reward for an action or for the omission of an action regarding the fulfilment or issuing of this contract.
- b. To enter this contract if the client possesses knowledge about a payment, made or due, to a person that is in a contractual relation with either contract party. This clause is void if both partners have written information about mentioned process and still consent to enter into a contract.

§ 9 Applicable Law and Place of Jurisdiction

9.1 This recruitment contract is subject to the law of the Federal Republic of Germany.

9.2 Place of jurisdiction and governing law is Hamburg: If the client is considered a merchant, legal entity of public law or of special fund under public law by German law. The stratandnet GmbH can also file a law suit at the client's place jurisdiction.

§10 Scope of General Terms and Conditions

10.1 All business relations between the contractor and the client subject solely to these terms and conditions. Possible deviating agreements between the contractor and the client only apply to the extent that both the contractor and the client confirmed these deviating agreements in writing as part of the business relation between both parties. Other terms and conditions shall not apply even if the contractor does not expressly contradict those terms and conditions. These general terms and conditions also apply to all future business transactions between both parties, even if we do not refer to them again explicitly.

§ 11 Concluding Provisions

11.1 All arrangements, which are subject between both contractual parties due to the execution of the recruitment contract must be recorded in the recruitment contract.

11.2 In case one of the arrangements becomes void or is unfeasible, the other provisions remain untouched. The void arrangement will instead be replaced with the legal regulation.

Effective as of: 01st February 2019