

## General Terms and Conditions

ReSus Consult GmbH

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Personalberatung

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### I. General

1. ReSus Consult GmbH - **in the following called RSC** - provides services in personnel HR consulting exclusively to these terms and conditions and supports the client - **in the following called customer** - at his recruitment project and order
2. Special agreements (for example in executive search) as well changes and additions must be in writing. These also applies to the waiver of the written form requirement
3. RSC undertakes to comply with the Data Protection Regulation (DSGVO) in its current version and therefore personal data (name, contact details) will only be forwarded to customers in different stages with the explicit approval of the candidate
4. Documents and information on candidates (profiles, certificates, contact details) are only intended for the respective customer and must not be passed on in the original or in copy or digital form
5. Customer agrees to provide RSC with all data or records necessary for any order or to allow RSC to create them. This applies to documents needed to search for suitable candidates, such as writing a job description or determining a requirement profile
6. If an applicant proposed by RSC has already applied to the customer irrespective of the placement order placed, the customer is obliged to inform RSC immediately after receipt of the application documents by RSC. If the customer omits to inform and, in this case, concludes the contract with the applicant, RSC is entitled to charge the agency fee in full
7. It is also taught by RSC, such candidates in a period of 24 months from the first presentation by RSC to conclude a contract with the customer

### II. Placement fee

1. The **placement fee is 25%** of the future gross annual income agreed with the proposed candidate or there is a different individual contract arrangement. For the start phase, we will take a deposit of € 5,000 for the media campaigns initiated by RSC
2. The **gross annual income** on which the calculation is based includes all monthly salaries, Christmas bonus, holiday pay and variable salary components. If bonuses or similar is only agreed from the second year of employment, half of the maximum premium of the second year is added to the annual gross salary of the first year.
3. In the event of a project termination (serious changes to the search parameters, termination of the search activities by the customer, self-employed recruitment of candidates, etc.), a termination fee of 50% of the next invoice (projected gross annual income minus any starting invoices) are due
4. If gross annual salaries are below € 40,000, the minimum commission of € 10,000 will be invoiced here.

5. The claim arises if a contract of employment or another agreement establishing an employment relationship has been concluded between the customer or an affiliated company and the candidate proposed by RSC (Contingency Search Model). If a contract is concluded on conditions other than those offered, or if the proposed candidate for provided a job other than the requirement profile, this does not affect the claim of RSC.
6. The customer agrees to RSC the conclusion without delay a fee claim based on clause II para agreement to prove. Here the customer has opposite RSC the amount of the agreed gross annual income including all monthly salaries, Christmas bonuses holiday pay and variable salary components
7. If the customer does not fulfill his obligation from clause II paragraph 6 RSC is entitled to qualify for the qualification applicant's usual gross annual income to lay.

### **III. Executive Search**

1. Here, according to item 1.2, a special and separately agreement in the sense of the third-party provision (Retained Search Model) is agreed

### **IV. Interim & Contract Management**

1. In addition to clause I para. 2, according to which a special agreement is also made on this, RSC is not liable for the work results in the interim or contract management
2. As a rule, a fee of 25% of the amount invoiced monthly is also paid as a commission to RSC.

### **V. External Costs**

1. The travel expenses and expenses of the candidates are borne by the customer
2. The travel expenses and expenses of the RSC within Germany are borne by RSC itself
3. Travel expenses incurred by RSC in the context of an order at the request of the customer shall be invoiced separately to the customer
4. Special services such as advertisement-based recruitment in print media, aptitude tests or expert reports must be agreed separately between RSC and the customer in writing and must be invoiced separately

### **VI. Confidentially**

Customer and RSC declare that they do not disclose any information or data obtained through the other party or applicant in connection with the referral or promotion and that they will not disclose it to third parties. This obligation continues even after termination of the mediation order. The customer must provide the documents provided by RSC on request or destroy them against proof. This does not apply to documents provided by an applicant with whom the customer has concluded a contract

## **VII. Payment conditions**

1. The invoices are due for payment immediately upon receipt and within a maximum of 14 calendar days without deduction
2. Payments are considered credited to the account of RSC. Checks are accepted only on account of performance
3. All amounts are net plus statutory VAT if they are in-between Germany

## **VIII. Liability**

1. The information provided by RSC on an applicant is based on the information and communication of the candidate or of third. A guarantee for the correctness and completeness therefore, RSC cannot take over the given information. Likewise, no guarantee can be given that a proposed candidate is not taught otherwise
2. RSC is liable for damages for itself and its vicarious agents contract and / or law only if RSC or their vicarious agents a contractual obligation (cardinal obligation) culpably in one violate the purpose of the contract or the damage due to gross negligence or intent on the part of RSC or its vicarious agents.

## **IX. Contract termination**

The customer can terminate the granted placement order at any time. The up Costs incurred at the time of termination are RSC without deduction refund. This is especially true for job listings that are already commissioned given but not yet published

## **X. Final clause**

Additional agreements require the written form. If individual provisions of these general terms and conditions or parts thereof should be ineffective, this will not affect the validity of the general terms and conditions. The invalid provision shall, in the sense of the supplementary contract interpretation, be replaced by a valid provision with which the economic purpose of the invalid provision is achieved in the best possible way

## **IX. Miscellaneous**

1. The law of the Federal Republic of Germany is used
2. Place of fulfillment and jurisdiction is DE-53721 Siegburg

Valid from January 2023