



HSH+S LEGAL TERMS & CONDITIONS

1. These terms and conditions of business between HSH+S and the client which term includes any associated person or company of the Client) are deemed to be accepted by and binding on the Client by virtue of any interview or the use or the engagement (which includes the engagement or use whether under a contract of or for services in any capacity at any time) of any applicant by the Client introduced or supplied to the Client by HSH+S.

2. The interview by the Client of any Applicant introduced by HSH+S shall be deemed acceptance of an agreement to these terms and conditions by the Client. The Client shall notify HSH+S immediately if an offer of employment to an Applicant introduced by HSH+S is accepted.

3. The Client shall pay an introduction fee when engaging any Applicant introduced to the Client. The Fee should be calculated as a percentage of the commencement annual salary, including weightings, guaranteed bonus or commission, provision of a motor vehicle and any other taxable emoluments if HSH+S didn't agree in a fixed fee. The percentage chargeable is written in the recruitment contract.

Where the Client retains the services of an Applicant who is self-employed, or otherwise employed under a contract for service, the Fee will be calculated in accordance with the above scale on the aggregate of the sums paid by the Client to and the benefits received by the Applicant, or to whomever the Applicant directs.

4. In the event that any employee of HSH+S with whom the Client has had personal dealings accepts an engagement with the Client within 3 months of leaving HSH+S employment, the Client shall be liable to pay an introduction fee of € 20,000 Euro plus the German VAT if so. The Fee shall be payable by the Client within 14 days of HSH+S' invoice date.

5. HSH+S reserves the right to charge interest on fees overdue by more than 14 days at the rate of 6% per annum above the Spitzenrefinanzierungsfazilität (SRF) der EZB accruing from day to day from the date payment is due until payment in full is received.

6. The full fee becomes payable immediately upon the offer of Engagement being accepted by the applicant regardless of when the applicant commences work or when an invoice is delivered to the Client. The Client agrees to pay HSH+S the fee based upon the salary actually paid during the applicant's first twelve months of employment if in excess of the anticipated Salary or where the amount of the actual Salary is not known HSH+S will charge a fee calculated in accordance with clause 3 on a level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to HSH+S by

the Client and/or comparable positions in the market generally for such positions.

7. The introduction - whether by the Client's interview of an applicant in person or by telephone following the Client's instruction to HSH+S to search for an applicant or whether by the passing to the Client by HSH+S of a curriculum vitae or information which identifies the applicant of the applicant by HSH+S is confidential; to pass such introduction or any information concerning the applicant to any other party renders the Client liable to the fee set out above without refund where the passing of such introduction or information leads to an engagement of the applicant by that third party within 6 months of such introduction in any capacity and whether under a contract of or for services.

8. HSH+S endeavours to ensure the suitability of any applicant introduced to the Client by obtaining confirmation of the applicant's identity and any experience, training, qualifications and any authorisation which may be required by law or by any professional body; and supplying to the Client the applicant's confirmation as to experience, training, qualifications and that the applicant is willing to work in the position which the Client seeks to fill as outlined in the specification identified later in this section.

a. At the same time as proposing an applicant to the Client, HSH+S shall inform the Client of such matters as they have obtained confirmation of. Where such information is not given in paper form or by electronic means, it shall be confirmed by such means by the end of the third business day following.

b. HSH+S endeavours to take all such steps as are reasonably practicable to ensure that the Client and applicant are aware of any requirements imposed by law or any professional body to enable the applicant to work in the position which the Client seeks to fill.

c. HSH+S endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interest of either the Client or the applicant for the applicant to work in the position which the Client seeks to fill.

d. Notwithstanding earlier clauses above the Client shall satisfy itself as to the suitability of the applicant and take up any references provided by the applicant to it or HSH+S before engaging such applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any applicant and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the applicant is engaged to work.

e. To enable HSH+S to comply with its obligations under a.m. clauses, the Client undertakes to provide to HSH+S details of the position which the Client seeks to

fill, including the type of work that the applicant will be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client reasonably considers necessary or which are required by law or any professional body for the applicant to possess in order to work in the position and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition, the Client shall provide details of the date the Client requires the applicant to commence work, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the applicant will be entitled to give and receive to terminate the employment with the Client.

9. Once the Introduction by HSH+S has been made, and an applicant has accepted the engagement the fee shall be payable by the Client in accordance with these terms whether or not the applicant was already known to the Client prior to the introduction.

10. The engagement of the applicant by the Client, whether or not in accordance with the terms of the original specification given by the Client shall render the fee payable by the Client provided the engagement was as a result of the introduction by HSH+S.

11. HSH+S shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with HSH+S seeking an applicant for the Client or from the introduction to or engagement of any applicant by the Client or from the failure of HSH+S to introduce any applicant. For the avoidance of doubt, HSH+S does not exclude liability for death and personal injury arising from its own negligence.

12. In the event of any applicant terminating and/or the Client lawfully terminating the engagement, the fee or any part thereof will not be refundable.

13. These terms and conditions shall govern the agreement made by the parties hereto to the exclusion of any other terms and conditions and shall not be varied in any way except in writing by an authorised executive of HSH+S.

14. This terms as an agreement shall be governed by the laws of Germany. The place of fulfilment of the contract for businesspeople and for all disputes that may arise in connection with this contract is Frankenthal, Germany.

HSH GmbH Headhunters, Germany

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