

Framework Agreement for the Placement of Permanent Staff

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Recitals

The Company is a staffing firm specialising in temporary and fixed contracts. In the context of its permanent recruitment services, the Company is looking for candidates, on behalf of customers, who are eligible for temporary or fixed employment contracts. Now, therefore, the Parties make and enter into the following framework agreement for the placement of permanent staff.

§ 1

Object of agreement / commissioning

- (1) The Customer will commission the Company with recruiting suitable permanent staff meeting the (minimum) requirements on the relevant candidate(s) as communicated by the Customer. The Customer shall have no claim to actual placement or to any activities on the part of the Company.
- (2) The Customer will transmit to the Company a specific search request by telephone, in writing, by email, or through a messaging app. Upon receipt of the search request the Company will start searching for a suitable candidate. Any search request transmitted by phone shall be confirmed in writing (email will suffice) by the Customer. An order acknowledgment will be dispatched merely for documentation and evidentiary purposes and has no effect on the valid conclusion of a contractual relationship between the Parties in regard to the desired personnel search.
- (3) This Agreement is conducted according to Sections 652 et seq of the German Civil Code.

§ 2

Duties of the Parties

- (1) The Customer shall from the outset name to the Company one or more contacts authorised to make contractual declarations in the name of the Customer and to submit search requests. The Customer may at any time change the named contacts by way of a written notice to the Company (email will suffice).
- (2) On behalf of the Customer, the Company shall look for candidates meeting the Customer's requirements for the job opening(s) in question. In this process, the Company's success will essentially depend on the level of detail communicated in the Customer's (minimum) requirements on the relevant function(s), skills and personal characteristics. Hence, the Customer shall in advance inform the Company of said (minimum) requirements in as much detail as possible. The Customer shall likewise inform the Company in advance of the envisaged maximum remuneration range, comprising one minimum gross annual salary including all fringe benefits and one gross monthly salary including all fringe benefits, that the Customer is willing to pay for the relevant candidate(s) per year.
- (3) The Customer shall be solely responsible for the ultimate decision on whether or not to hire a candidate and for the contractual agreements entered into between the Customer and the candidate. The Customer shall comply with all applicable statutory requirements in regard to the protection of personal data of any candidates presented by the Company.
- (4) Upon receipt of the Customer's search request, the Company shall use its best efforts to independently look for suitable candidates and to present such candidates to the Customer, reasonably taking into account the Customer's (minimum) requirements, insofar and to the extent that these were communicated to the Company by the Customer in advance.

- (5) The Company shall endeavour to present to the Customer only candidates actually meeting the (minimum) requirements communicated by the Customer who have credibly demonstrated to the Company their interest in the relevant position and who are objectively suited to occupying such position from the Company's perspective.

§ 3 Fees

- (1) The Customer shall pay to the Company a fee for each candidate presented who is hired by the Customer. The fee also arises if the candidate presented is employed by the Client (or a company affiliated with the Client pursuant to Section 18 AktG (Stock Corporation Act)). The fee for each candidate placed in this way shall amount to **25% of the gross annual salary** of such candidate (including bonuses, commissions, the non-cash benefit of a company car, the employer's contributions to the company pension scheme, etc.; if the non-cash benefit of a company car is not quantifiable, it shall be taken into account at a flat rate of EUR 7,500 gross per year), but no less than EUR 6,000 in terms of the minimum fee.
- (2) Within 7 days from hiring a candidate, the Customer shall provide to the Company in writing (email will suffice) complete information on the candidate's actual remuneration. If the Customer fails to fulfil this obligation, the Company will calculate its fee as follows. Where the Customer communicated the remuneration range for the position, the calculation of the Company's fee will be based on the maximum annual remuneration, including all fringe benefits, as communicated. If the Customer failed to fulfil the obligation to communicate the remuneration range envisaged, the calculation of the Company's fee will be based on the maximum annual remuneration, including all fringe benefits, earned on the labour market by employees comparable to the candidate hired, whereby the Company shall present suitable evidence thereof. Upon receipt of the invoice, the Customer is in any case free to prove to the Company within 7 workdays that the remuneration agreed between the Customer and the candidate presented by the Company is in fact less than the maximum annual remuneration on which the Company based its fee calculation pursuant to this clause. Having furnished such proof, the Customer shall have to pay only the fee derived from the remuneration actually agreed. The Company reserves the right to charge an additional fee in case it turns out that the Customer agreed with the hired candidate, for the first year of employment, a remuneration exceeding the amount used for fee calculation. Sec. 655 BGB (German Civil Code) shall apply.
- (3) Once the candidate accepted the employment contract (or anytime thereafter if the remuneration is raised during the first year of employment), the Company will issue an invoice stating its fee.
- (4) If a candidate is hired for a fixed term of less than one year, the fee owed shall nevertheless be calculated under the system laid down herein, i.e. the remuneration payable to the candidate shall be extrapolated to a full annual gross basic salary including all fringe benefits. The fee shall then be determined on the basis of the aforementioned percentage. Sec. 655 BGB (German Civil Code) shall apply. This calculation method may be consensually departed from by way of a separate individual agreement, whereby the concrete terms and conditions of the individual case shall be explicitly specified and quantified.

§ 4 Duties of the Customer

- (1) The Customer shall provide to the Company any and all information that is relevant, or may be relevant, to the staffing of the position(s). The Customer shall update such information whenever any changes occur.
- (2) The Customer shall notify the Company without delay of the hiring of a candidate or the use of any candidate-related information provided by the Company and shall thus immediately inform the Company, without being solicited, of the conclusion of an employment or freelance contract with the candidate by transmitting the key data (e.g. commencement of work, duration of probationary period) from the contract signed by both parties.
- (3) In the course of the search process the Company shall provide to the Customer reference letters and other information pertaining to candidates who are suitable for the position from the

Company's perspective. The Customer shall examine such documentation and shall comply with all applicable data protection regulations in this context. The Customer shall also examine whether the candidate(s) presented may be deployed in Germany, notably whether a residence and work permit is required for deployment in Germany and whether the candidate(s) has/have the requisite qualifications (such as completed vocational training or a recognised university degree). The Customer is aware that the Company does not perform such examinations and relies solely on the candidates' statements in this regard.

- (4) The Customer recognises that the Company is not responsible for checking the correctness of the information, documents, references, residence permit etc. provided to the Company by a candidate and that the Company will use best endeavours to ensure a candidate has not provided false, inadequate or incomplete data or documentation submitted by a candidate.

§ 5

Non-solicitation clauses

- (1) For a duration of **12 months** from the date of the first presentation, the Company shall not, and shall not attempt to, solicit into a contract with the Company or with a third party any candidate presented by the Company and directly hired by the Customer.
- (2) During the performance hereof and for **12 months** thereafter, the Customer shall not, and shall not attempt to, solicit into a contract with the Customer any employees of the Company or of the Company's contracting partners with whom the Customer had contact during the performance hereof. If the Customer breaches this clause, the Customer shall pay to the Company an amount corresponding to a one off Fee for the worker concerned, which shall be calculated pursuant to § 3.1 hereof.

§ 6

Data protection

- (1) Each party shall comply with the General Data Protection Regulations (GDPR) (EU) 2016/679 is a regulation in EU law on data protection and privacy for all individuals within the European Union, the terms "Data Controller" ("The Agency") and "Data Processor" ("The Client") will have the meanings given to them under the GDPR. To the extent that any data or information provided by one party to the other party contains personal data within the meaning of the Act or equivalent legislation, the party deemed to be the Data Processor will: (i) process such data and information only in accordance with the Data Controller's instructions; (ii) not transmit such data and information to a country or territory outside the European Economic Area without the Data Controller's prior written consent unless at least one of the permitted derogations set out in the GDPR ; and (iii) take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate.
- (2) The Customer warrants and represents that the processing of the candidate's personal data by the Customer will not violate any data protection legislation.
- (3) The Company warrants and represents that it is legally entitled to communicate all the personal data actually provided to the Customer during the performance hereof and that the processing of the candidate's personal data by the Company for the purpose of the performance hereof will not violate any data protection legislation.

§ 7

Terms of payment

- (1) Any and all fees charged to the Customer by the Company are exclusive of VAT and shall be due and payable in EUR, within 14 days from the invoice date, into the bank account communicated by the Company. Set-offs against counterclaims shall be excluded, except in the case of counterclaims that are undisputed or have been confirmed by final and unappealable judgment.
- (2) The Company's claims shall bear interest at 8 % percentage points above the applicable base rate. The Company reserves the right to assert any additional damages caused by default.

- (3) The Company's claims shall remain due and payable regardless of the termination of this agreement or of the performance hereunder.

§ 8 Termination

- (1) This agreement may be terminated by either Party, without giving any reasons therefor, by giving one month's notice to the end of the month.
- (2) The right of termination for cause shall remain unaffected.
- (3) Any termination hereof shall be in writing to be effective.

§ 9 Final Provisions

- (1) **TBC** shall be the legal venue for any and all disputes arising from or in connection with this agreement.
- (2) The legal relationship between the Company and the Customer shall be subject solely to this written agreement, which comprises all arrangements between the Parties at the time of conclusion hereof. Any oral or written arrangements or terms or conditions agreed prior to the conclusion hereof, as well as any other pre-contractual correspondence and proposals, shall be superseded by this agreement unless it is clearly evident from each of those that they continue to be effective and binding.
- (3) No side agreements hereto have been made. Any changes or additions to this agreement which do not rely on an individual arrangement between the Parties shall be in writing to be effective.
- (4) Should one or more provisions herein be invalid, this shall not affect the validity of the remaining provisions hereof. In such a case the Parties shall agree a valid provision coming as close as possible to the economic intent and purpose of the invalid provision. The same shall apply in the case of any gaps in this agreement.
- (5) This agreement shall be governed by German law. The sole binding language of this agreement is German. The English translation is for information purposes only and has no legal force whatsoever.