

vonGammCom Global

Executive Search and Consulting

Dr. Christoph v. Gamm

General Terms and Conditions (GTC)

Executive Search

Contact persons	
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1 Scope

The present general terms and conditions ("Terms") apply to all contracts for the recruitment on Search and Recruitment Services for Leadership personell (Executive Search) between the client and vonGammCom Global Institute for Change Dr. Christoph von Gamm ("vonGammCom"). Status of these Terms is May 2015. They replace any previously applicable terms and conditions.

2 Definitions

In these Terms and Conditions means:

a) "Gross annual salary" means the first year's salary of the recruited candidate plus all promised fringe benefits (such as bonuses and incentive payments, gratuities, employee shares, other employee participation, use of a company car or pay for use of the private car charged EUR 10'000, health or pension premiums etc). "Gross annual salary" might also be described as On-Target Earnings (OTE) plus fringe benefits.

b) "Services" means the services provided by vonGammCom for customer services in the direct search for staff (Executive Search), namely

(i) the search for and contacting suitable candidates or candidates ("candidates") on the basis of descriptions of the client and on the basis of job or job profiles,

(ii) to review the files and personal interviews with candidates in order of interest and aptitude test and

(iii) the recommendation of one or more candidates by means of a selection list.

3 Fees

a) The client pays for the services vonGammCom 35% of the gross annual salary (or 50% for international search and fill an outside of Germany), plus bonuses and other cash benefits for the occupation of the vacancy.

b) **Terms of payment:** The fee according to Sec. 3a) is due for payment as follows:

i) One third of the fee is charged to the client after signature of contract between the client and vonGammCom Global.

ii) Another third is billed to the client by vonGammCom Global at the time of handing over a shortlist of suitable candidates.

iii) As soon as the contract between the candidate and the client is made, vonGammCom Global calculateds the fees payable based on the actual gross annual salary. vonGammCom will invoice to the client the remaining amount (minus the fee in advance payments received).

c) In addition to the fee in accordance with Fig. 3 a) above, the client undertakes to pay the following, separately billed line items:

i) **Advertising:** In the event that advertisements and listings are especially necessary and agreed with the client, the client reimburses all expenses related to advertisements in regards to the respective search. A handling fee of 5% will be charged on top.

ii) **Expenses:** expenses will be paid on an expense fee of 8% of the fee for domestic and 14% international searches. Extraordinary expenses, if not covered by this expense percentage will be made only with the prior consent of the client into account.

d) **VAT:** the price is exclusive of VAT. In addition to the fees, the VAT is payable at the applicable rate in the invoice unless a tax exemption applies, i.e. at international services.

e) **Invoices:** The invoice amount is due within 14 days of the invoice date (due date) to pay. If the invoice amount is not paid in full and on time, vonGammCom reserves the right to discontinue the further provision of services until full payment of the outstanding invoice amount plus any default interest of 5%. The Client is obliged to discharge vonGammCom for all damage (costs, losses, costs and expenses) arising out of the suffers as a result of late or missing payment. For the sake of completeness it should be noted that the client is obligated to pay all outstanding bills, which, even if the client according to the order numbers 3 g) or 3 h) changes.

f) Honorary claim / claims

i) When a candidate was assessed by vonGammCom at any stage of the selection process and the client is hiring these candidates, the full fee is in accordance with Fig. 3 a) owed by the client. This is irrespective of whether the (internal or external) customer internal job candidate or mediated by a third party.

ii) If the client passes information to a third party of a candidate and hiring these candidates instead of the client for any location or function required the client is obliged to pay to vonGammCom the full fee according to Sec. 3 a) above (or to pay the balance) immediately.

iii) Even if initially an employment contract between the candidate and the client cannot be closed, yet the the client (or an affiliate) hires within the following 12 Months hires the candidate since the last interview with vonGammCom for any location or function, the client obliges vonGammCom the full fee in accordance with Fig. 3 a) above (or to pay the balance) immediately.

iv) In order to avoid misunderstandings, the following should be noted: If a candidate has signed an approved job offer and the client is withdrawing from any signed job offer without the fault of the candidate, the client is obliged vonGammCom the full fee in accordance with Fig. 3 a) to pay above (or to pay the balance) immediately.

g) **Changes:** In the event that the client changes the contents of the job description, vonGammCom is entitled at its discretion to either terminate the contract or to continue the engagement. In the case of the continuation of the mandate, vonGammCom reserves the right to charge the client an additional fee, additional advertising costs and fees and expenses charged. In the event of termination by the provisions vonGammCom come according to Sec. 3 h) to the application.

h) Termination: The client agrees, in the following cases to pay a lump-sum compensation (in the amount of the fee for the next invoice in accordance to Fig 3 b), plus accrued but unpaid advertising costs and expenses):

- i) the client terminates the contract;
- ii) the client delays the fulfillment of more than 30 days;
- iii) an (internal or external) candidate, which has not been evaluated by vonGammCom, of the body takes, for which vonGammCom a corresponding order was issued;
- iv) vonGammCom announces the contract due to changes to the contract in accordance with Fig. 3 g) above;
- v) there occur events which are beyond the control of vonGammCom and reveal the termination of the contract unrealistic and / or pointless. Such

Events are namely: reorganization / restructuring and acquisition / disinvestment of the client's business that may affect job performance dramatically.

PROVIDED ALWAYS: para. 3 f) takes precedence over the provisions of para. 3 h) and the occurrence of any events according to Para. 3 f), the client is obliged to pay to vonGammCom the full fee in accordance with Fig. 3 a).

i) Additional candidates: For recurring jobs (team hires) vonGammCom charges for each additional an additional fee of 33% of gross annual pay of the candidates, if the client wants to hire more than one candidate for the same job role (i.e. multiple sales jobs). The fee is payable at the end of each contract.

j) Nature of employment: The client agrees to pay the fees and other expenses in accordance with these terms and conditions (including fees in accordance with paragraphs 3 f) and 3 h). The debt obligation is independent of whether the client is the candidate known beforehand or not. The fee is due for payment when the client candidates signs in any function. This applies regardless of whether it is a full or part-time job to is a temporary or permanent position, or whether the appointment is made directly or through a partnership or legal entity.

k) Additional Direct Search Services: vonGammCom is prepared on request of the client to provide additional services to the direct search in para. 2 above.

These additional services are, however, noted with regard to content and fee in a separate written agreement. These services can be to give examples but not excluding to

- Strategy Services, Executive Coaching and Assessment Services, Outplacement Services, Sales Leadership Services, Big Deal Making Services, Intercultural Adoption Services. These services are charged separately.

l) information on conditions of employment: as soon as a candidate has closed an employment or similar contract with the client, the client is obliged to disclose the details of the contract (in particular the agreed salary claims) and to submit a copy of the employment contract.

4 Warranty

a) In the event that the hired candidate terminates the employment relationship with the client within three months after commencement of the employment contract, vonGammCom commits to continue the contract. **With the exception of insertion costs and further expenses, the continuation of the search contract is free of charge.**

b) The warranty in clause. 4 a) is subject to the following conditions:

i) the client must inform vonGammCom in writing within 15 days of the termination or end of work (relevant is the event that occurs first), and

ii) the warranty excludes the following types of termination: superfluity of place due to restructuring, change of organization or function change, requirement change or the content of the job, unilateral contract changes by the client, illness, death, injury or other reason for which the candidate is not at fault, and

iii) all prior bills of vonGammCom had been paid within 15 days of the billing date.

5 Data protection and privacy

The client agrees to treat all information provided by him vonGammCom to the candidate data as confidential and comply unconditionally with the legal provisions of the privacy and data protection. This duty includes in particular the principles listed below, the client will process the data only insofar as this is necessary for the occupation of his vacancy, personal data may be disclosed only to employees of the client, if they see that data to perform their duties need, the client is allowed to edit without the prior written consent of vonGammCom information about the candidates in a further extent or those of third parties, in particular to other business entities (subsidiaries, branches, etc.) forward, or make this accessible, The Client shall not, without the express prior consent of the candidate and vonGammCom transmit any information abroad and obtain any inquiries with previous employers of the candidate and reference other people.

The client is also required to destroy all data provided by vonGammCom available about the candidates immediately once it is found that there is no one hiring the candidate. This obligation applies to clients in any case, if it did not come within a year since the proposal of candidates by vonGammCom for a job. The client agrees to immediately notify this data destruction to vonGammCom in writing.

6 Liability

The Client acknowledges that the services do not replace the services of vonGammCom owns examination of the candidate by the client. The client is committed, therefore, to examine the proposed candidates in terms of their suitability for the post to be filled in detail. The client is therefore responsible for the collection of references, any possible medical investigations and, where necessary, any immigration law work permit.

vonGammCom assumes no liability for the suitability of the activity or the performance of the proposed candidates and excludes this aspect, therefore from any explicit or implicit warranty. The client guarantees and warrants that he provides a safe work environment and that

safe work and safe working conditions are available to the candidates available, and that, to his knowledge, the candidate is not exposed towards a health or safety risk.

vonGammCom is under no circumstances responsible and liable to the client or any third party for OF ANY direct or indirect damage, consequential damage, expense or damage type (including for loss of profits), which has arisen in connection with the recruitment, appointment or employment of a candidate. The liability shall be limited to all legal titles paid on the amount of vom client fee

7 Exclusivity

The client acknowledges that vonGammCom for this contract has exclusivity and that the contact information of all potential candidates from which the client receives otherwise noted must be forwarded to vonGammCom.

8 Final provisions

a) Force Majeure: In the event of force majeure (eg fire, flood, plane crash, terrorist attack, explosion, power failure, strike, state of emergency or acts of government) seek the parties to minimizing the threat of delay in the provision of contract services possible. The party, which is affected by a force majeure event, committed as soon as possible to inform the other party in writing of the entry and the expected end of such event. If within 15 days from the onset of an event of force majeure no written notice to the other party has not been made, the affected party may not rely on force majeure.

b) Severability (severability clause): If any provision of these Terms and Conditions should be void or invalid, this shall not affect the validity of the remaining provisions.

The parties undertake to replace the invalid or void provisions with new provisions which closely as possible to the invalid provisions contained in the content of business regulations in a legally permissible manner.

c) Assignment: A unilateral assignment of rights and obligations under this Agreement without the prior consent of the other party.

d) Governing Law and Jurisdiction: The legal relationship between the client and vonGammCom (including these Conditions) shall be governed by German law (with explicit exclusion of private international law Reference norms). Exclusive place of jurisdiction is the seat of vonGammCom, currently Munich, Germany.

e) Final control of the content of the contract: The contract concluded between the parties (including the present Terms and Conditions) regulate the contract conclusively and supersedes all previous written or oral agreements. There are no side agreements. Additions or changes to the contract, including these Terms and Conditions require to be in written form, which in turn can be waived only by written agreement.

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