

General Terms and Conditions (Personnel Placement)

1. Scope and subject matter of the contract

The following terms and conditions apply to all, including future, business relations in the field of personnel placement between the companies of the group of Lorenz companies (Lorenz Projekte GmbH & Co. KG, Lorenz Office GmbH & Co. KG, Lorenz Technik GmbH & Co. KG, - hereinafter in each case only: Lorenz) as a personnel service provider and the customer (hereinafter referred to only as: customer, collectively: parties), for the purpose of Placement of an employee to fill the vacant position on behalf of the order confirmation letter, or the open position.

2. Confidentiality / data protection

Lorenz is responsible for the implementation of this personnel placement and will get all the information necessary to fill the vacancy. Lorenz will keep this information confidential and only use them within the scope of the specific placement order. After termination of this contract the respective data and the documents, which Lorenz received from the customer will be deleted.

The customer commits himself to keep all data of the job seekers made accessible to him within the scope of the personnel placement to process or use them only for the purpose for which they are intended have been duly transmitted to him. After completion the customer returns the received documents and deletes the personal data of the job seekers made accessible to him, unless legal storage obligations conflict with this.

The parties undertake to maintain secrecy with regard to all business and trade secrets of which they become aware during the term of the contract. The obligation to secrecy also extends to information provided by the other party to the agreement are explicitly marked as confidential. In all other respects, the parties undertake to provide third parties with any documents or data or other information not generally accessible in connection with the performance of this contract to keep this information confidential. The obligation to secrecy extends to not rely on such knowledge that is accessible to everyone, and the disclosure of which is not apparently of any disadvantage for one of the parties. The obligation to secrecy does not apply if any party is legally obligated to provide information or the information from legal reasons vis-à-vis authorities or to protect the interests of legal claims against the courts are necessary. The obligation to secrecy also exists after termination of the contract.

The customer obligates to process all personal data transmitted to him by Lorenz exclusively for the purposes of the execution of this contract and to observe all data protection regulations, in particular DSGVO and BDSG. The customer has to follow appropriate instructions of Lorenz for the handling of such personal data, which serve the observance of the data protection regulations. The customer shall in particular delete personal data immediately, if the purpose of the legal basis for their processing and storage is no longer required, and no other storage of legal obligations for further storage exist. If the customer would like the data to be used for another purpose the customer has to inform not only the person concerned but also Lorenz. Furthermore, the customer undertakes to take all technical and organisational measures to comply with the data protection regulations.

3. Fee

If, after presenting the personnel profile, a decision is made between the applicant and the customer, or an applicant who has been using the service or an employment contract is entered into legally within the meaning of Section 15 of the German Stock Corporation Act (Aktiengesetz) or by economically associated companies, it is irrefutably presumed that this has been initiated by the activities of Lorenz.

In this case Lorenz has a claim against the customer for payment of an agency fee of 25% of the gross annual salary of the applicant. In the case of managers, engineers and IT specialists who are expressly identified as such on the personnel profile, the following amounts shall apply: the mediation fee is 30% of the gross annual salary. The statutory value added tax is to be paid in each case plus.

The gross annual salary is the total salary paid to the applicant. The term "remuneration" means the remuneration contractually due to the customer, in particular voluntary bonuses, gratuities, royalties, 13th and 14th instalments, monthly salaries and benefits in kind.

The brokerage fee is calculated on the date of signing. The payment shall be due without deduction upon the conclusion of the contract between the applicant and the customer or, in the absence of a written contract, upon commencement of the applicant's activities with the customer.

The customer is obliged to inform Lorenz immediately of the conclusion of the service or employment contract as well as at the request of Lorenz at any time in writing information about the date of conclusion of the service or employment contract or the commencement of employment and the amount and composition of the respective gross annual salary. Fees or special conditions deviating from No. 3 paragraph 2 shall only be valid if they are agreed between the parties in writing.

4. Insertion, presentation costs

Costs for insertions will only be charged after separate agreement.

The costs of an applicant's introduction are to be borne by the customer. Lorenz shall not be entitled to take over the customer's rights, unless Lorenz has arranged for the presentation without a separate order from the customer.

5. Liability

Lorenz assumes no liability for the personal, physical, character and professional aptitude of the job holder selected by the client based on their placement. With degree of the employment relationship or with the commencement of work, the customer shall pay the sole responsibility for the selection made. Lorenz shall not be liable for any declaration made by the holder or for any acts committed by him or attributable to him.

6. Warranty

The placement of employees is always carried out under exclusion of any warranty. However, Lorenz will not be held liable without recognition of a legal obligation and solely for reasons of Goodwill if the job holder leaves the company within the applicable probationary period under the employment customer's contract, try to provide adequate replacement. Lorenz charges 50 % of the fee for this mediation, which is paid by the customer for the original job holder. This shall not apply if the termination of the employment relationship during the probationary period is due to operational reasons.

7. Establishment of other business relationships

If the customer establishes another contractual relationship with the mediated person, in particular a commercial agency contractual relationship or a free employee relationship, the remaining provisions shall apply analogously. In this case, the agency fee shall be as follows 25% of the gross annual income, whereby in the case of an exclusively performance-related remuneration and thus a lack of determinability of the fee, a lump sum of Euro 8000,- net is owed. Deviating agreements must be fixed in writing.

8. Final clause

Lorenz declares that it has received permission from the job applicant to pass on personal data to the customer. The customer declares that the employee commissioning the employment agency is authorised and authorised to sign.

No verbal ancillary agreements have been made. Amendments to these General terms and conditions require the written form in order to be effective. Should any of the above provisions be invalid the validity of the remaining provisions shall remain unaffected. In this case, the parties shall replace the invalid provision with a valid one.

9. Choice of law, place of jurisdiction

German law shall apply to the legal relationship between Lorenz and the customer.

For all contractual and extra-contractual disputes the following applies exclusive place of jurisdiction Nuremberg.

Nürnberg, 01.08.2018