

# Terms & Conditions

## Vality One Recruitment GmbH

### 1) Subject matter and scope of business

Vality One Recruitment GmbH (hereinafter referred to as "Vality One") provides the following services within the scope of its business activities:

- The provision of freelance services under service contracts (also referred to as "interim management"), which are provided by independent freelance subcontractors,
- the placement of independent consultants on a commission basis, and
- the placement of permanent employees on a commission basis.

For the purpose of providing services, Vality One will introduce or recommend consultants to be engaged by Vality One for the performance of service contracts and candidates to fill permanent positions (hereinafter collectively referred to as „candidates" or „applicants") to the client by providing personal data.

These terms and conditions apply to the entire business relationship between Vality One and its clients, unless individual contractual provisions have been made.

### 2) Confidentiality of applicant data

All data and information transmitted to the client (in particular, but not exclusively, resumes, profiles and contact data; hereinafter referred to as „candidate data") within the scope of the assignment, or for the purpose of initiating such an assignment, must be treated confidentially and may not be disclosed to third parties. This includes all information provided by Vality One that enables the client to identify the candidate.

### 3) Provision of services under a service contract ("interim management") and placement of independent consultants on a commission basis.

If, within a period of twelve months after the presentation of a candidate, the candidate is commissioned by the Client or a related person/affiliated company (within the meaning of Section 15 of the German Stock Corporation Act (AktG)), Vality One shall be entitled to a commission fee in accordance with the following regulations. This also applies to a commissioning of the candidate by the client through an independent third party (e.g., another personnel service provider) for whom this candidate is working.

#### Amount of the commission fee

The commission fee shall be 25% of the total compensation paid to the candidate, exclusive of any VAT. "Total Compensation" means all compensation paid to the Consultant or an independent third party (in the course of an indirect engagement) and includes all special compensation, commissions, bonuses and similar payments.

The client shall notify Vality One of the total compensations paid or expected to be paid each month no later than the 15th calendar day of the following month. Vality One will then charge a monthly placement commission fee based on the total compensation paid for the previous month.

#### 4) Placement of permanent employees on a commission basis.

The client commits to pay a commission fee to Vality One if an employment contract is concluded between the client and the candidate that has been recommended by Vality One.

If, within twelve months after Vality One's recommendation of a candidate, a verbal or written, direct or indirect employment contract is formed between the client and such candidate, the parties hereby accept that the employment contract was formed solely as a result of Vality One's recommendation. The parties agree that in such a case Vality One shall be entitled to a commission in accordance with the provisions of these terms and conditions.

#### Double application

If a candidate recommended by Vality One has applied to the client within the last six months independently of the recommendation by Vality One or has been introduced by a third party, the client is obligated to inform Vality One of this prior to the start of the interview process. In such case, Vality One shall not provide any further services regarding such candidate. However, the client may request Vality One to continue working with regard to this candidate as well. If in this case the candidate is hired, the commission fee will be due according to this contract. To the extent that it is unclear/disputed how the client first became aware of the candidate, the client shall, upon Vality One's request, provide appropriate supporting documentation within 28 days.

#### Early termination of the employment contract within the first eight weeks

If the employment contract concluded between the client and recommended candidates is terminated within eight weeks after the candidate has started working for the client due to a reason related to the person or behavior of the candidate, Vality One will refund to the client one-eighth of the commission fee paid for each full week of this eight-week period during which the candidate is not working for the client. Client will forfeit its right to such refund if it fails to promptly notify Vality One of such termination within seven days and in full or fails to comply with any payment deadline for which it is responsible.

### Amount of the commission fee

The commission fee is a percentage of the candidate's expected gross annual compensation. This includes the guaranteed annual gross compensation plus performance-related and non-performance-related additional benefits such as bonuses, premiums, vehicle usage allowances, commissions, share packages and any other benefits granted to the candidate.

The amount of the percentage commission fee is 30% with a minimum commission of EUR 15,000 net.

The entitlement to a commission fee arises upon conclusion of the employment contract between the client and the candidate. The client undertakes to inform Vality One immediately about the conclusion of an employment contract as well as the amount of the expected gross annual remuneration. In the event of a subsequent discrepancy between the actual annual gross remuneration and the anticipated annual gross remuneration, the client shall inform Vality One thereof and the commission fee shall be adjusted accordingly. Upon request, the client is obligated to provide suitable records and information from which the amount of the anticipated or actual annual gross compensation can be reconstructed.

### 5) Commercial conditions

All amounts are quoted exclusive of VAT and are to be paid within 14 days of the invoice date without deduction. If the client is in default, Vality One is entitled to interest on arrears in accordance with the legal regulations. Vality One explicitly reserves the right to claim further claims for damages caused by delay of payment.

### 6) Other

These terms and conditions are subject to German law. The place of jurisdiction is Munich. However, Vality One is also entitled to sue at the client's place of business or at the place of deployment of the employee/freelancer. The application of the German conflict of laws is excluded.

All personal terms apply equally to all genders.