

**EXCERPT FROM THE
GENERAL TERMS AND CONDITIONS**

DATED 1 NOVEMBER 2019

§1 SERVICES AND ORDER PROCESSING

- (1) h a y s t a x supports the client in the search for and selection of **executives**.
- (2) h a y s t a x selects candidates on the basis of the requirement profile agreed with the client and the job description.
- (3) h a y s t a x prepares a presentation of potential candidates and forwards it to the customer.
- (4) If recruitment is successful, the client gives h a y s t a x a copy of the employment contract including all appendices and additional agreements.

§2 DATA PROTECTION AND CONFIDENTIALITY

- (1) h a y s t a x is committed to the protection of both client and candidate data and abides by all relevant EU laws in connection with data protection and in particular concerned with the collection, usage, distribution and storage of all data which has been sent on a confidential basis.
- (2) The client is obligated and agrees explicitly to handle all information on a confidential basis and to strictly abide by all EU Data Protection laws in connection with candidate data which has been made available by h a y s t a x.

§3 FEES

- (1) For the recruitment of a candidate, h a y s t a x shall charge a single commission fee based on the first year's gross salary plus VAT at the applicable rate. The gross annual salary also includes special payments taxable at a lower rate or other special payments that increase the candidate's actual income.
- (2) The commission fee must also be paid if a candidate proposed by h a y s t a x accepts a different job offer in the same company and/or another part of the company and/or an associated company.
- (3) If a candidate who was proposed by h a y s t a x, but not recruited, later signs an employment contract with the client and/or an associated company, the commission fee must still be paid.

§4 ADDITIONAL COSTS AND EXPENSES INCURRED

- (1) When a recruitment service is requested, a deposit plus VAT at the applicable rate shall be charged per position. This shall be deducted from the commission fee if recruitment is successful.
If the recruitment service request is cancelled, this payment covers expenses incurred.
- (2) h a y s t a x shall not bear the cost of candidates' travelling expenses.
- (3) Travelling expenses and other business expenses incurred by h a y s t a x employees at the request of the client shall be paid by the client.

§5 PAYMENT CONDITIONS

- (1) The commission fee shall be invoiced when the employment contract has been signed and is payable within 10 working days.

§6 GUARANTEE

- (1) h a y s t a x shall perform the recruitment service professionally and with utmost care. However, it cannot guarantee that it will be able to find and integrate a suitable candidate. Damages cannot be claimed by the client in this respect.
- (2) h a y s t a x guarantees that the position shall be occupied for a minimum period of three to six months. This period starts on the first day of work.
- (3) If employment is terminated prior to expiry of the above-mentioned three or six-month period, h a y s t a x shall find a replacement for the first candidate at no extra cost (**Replacement**).
- (4) No further such guaranteed period shall be granted for the replacement.

§7 MISCELLANEOUS

- (1) Any modifications or supplements shall be recorded in writing for evidence purposes.
- (2) This shall not affect the validity of the agreement entered into by the two parties. The validity of individual provisions shall not affect the validity of the remainder of the contract. An invalid clause shall be replaced by a valid one that corresponds as closely as possible to the spirit of the provision that was removed.
- (3) All previous agreements, in so far as they have not been included in this contract lose their validity.