

GENERAL TERMS AND CONDITIONS (GTC)

I. APPLICABLE SCOPE

1. These General Terms and Conditions (GTC) apply to all business relations between JobRocker International GmbH (hereinafter referred to as "JobRocker") and the client.
2. Conflicting, deviating or supplementary terms and conditions are deemed excluded from the contract, even if known, with the exception of their validity, which is expressly agreed to in writing.
3. These GTC, as well as all legal transactions concluded with JobRocker, are subject exclusively to **Austrian law to the exclusion of all non-binding reference standards and to the exclusion of the UN Convention on Contracts for the International Sale of Goods**. For all disputes arising from contractual relationships between JobRocker and the client, the place of jurisdiction shall be the registered office of JobRocker (Vienna).
4. JobRocker advises its clients on searching for and selecting candidates from wide-ranging specialist and management areas (see point VI. 1.1). A mediation contract (order) is concluded between the searching client and JobRocker. In placing an order, the client declares their contractual offer to binding effect. JobRocker is entitled to accept the contractual offer contained in the order within two weeks. In the case of an electronic order placed, JobRocker is entitled to accept this contractual offer within three working days of receipt. JobRocker is also entitled to reject the order without citing a reason.

II. WARRANTY AND DAMAGES

1. JobRocker disclaims liability for the accuracy, completeness or timeliness of the documents or information received from candidates or the client. Candidates presented to the client are preselected by JobRocker based on the data provided by the client and the information provided by the candidate.
2. JobRocker is not liable for the accuracy of published advertisements. The client warrants that the information it provides does not violate any statutory provisions and is unencumbered by third party rights. Should JobRocker be held liable due to any such breach of law or contract caused by the client, the client is obliged to indemnify JobRocker and hold JobRocker harmless.
3. Under no circumstances shall JobRocker take on the task of screening applicants to be performed by the client. When signing an employment contract with an applicant presented by JobRocker, the client assumes full responsibility for its selection. JobRocker is not liable for any statements made by the applicant, nor for the performance of any work assigned to the applicant in the course of employment.
4. JobRocker shall only be liable in the event of intent or gross negligence and only up to the amount of the costs of the specific order (excluding personal injury). Any compensation for loss of profit by JobRocker is excluded, regardless of circumstances. The prerequisite for any claims against JobRocker is written, detailed and concrete notification of the damage within 14 days of said damage becoming apparent.
5. JobRocker is only liable for its own content on its website. Despite the fact access to other websites may be provided via links, JobRocker disclaims responsibility for the external content contained therein. JobRocker does not consider this external content to constitute part of its own content. JobRocker commits itself to removing any "linking" to such pages as soon as possible when becoming aware of any illegal content.

III. PROTECTION OF APPLICANTS / CONFIDENTIALITY

1. Dossiers of applicants remain the property of JobRocker. The client undertakes to treat all data and information which it receives within the scope of the business relationship with JobRocker as strictly confidential and to refrain from making the same accessible to third parties except with a written declaration of consent. This obligation shall also extend beyond the contractual relationship and after termination of the business relationship.
2. If an applicant presented by JobRocker is hired or employed as a freelancer by the client or by a company controlled by the client to all intents and purposes within 24 months of transmitting the applicant data to the client, JobRocker shall be entitled to the agreed placement fee. This applies regardless of how the contact between the client and applicant ensued. In such a case, the client is obliged to inform JobRocker immediately about the employment or recruitment as a freelancer. If the shortlist fee for this candidate has already been paid in accordance with Point VI, Item 3, only the second 50% of the fixed fee shall be payable. **In the event of any violations of these obligations, a contractual penalty of 200% of the agreed brokerage fee per violation shall be agreed**, which shall be paid in addition to the agreed brokerage fee. Any further claims by JobRocker concerning damages and contractual obligations remain unaffected.

IV. RE-ASSIGNMENT

1. Re-assignment proposal

- 1.1. Should the employment relationship with a JobRocker-acquired employee end within three months of concluding the employment contract, JobRocker shall resume the search for personnel and undertakes to ensure the client receives a free re-assignment proposal as part of an adequate shortlist.
- 1.2. The client must inform JobRocker in writing of the termination of the employment relationship within 14 days thereof, otherwise the obligation to resume searching for personnel shall no longer apply. JobRocker commits itself to doing all in its power to filling the freed vacancy. However, there is no legal entitlement to having the vacancy filled.
- 1.3. JobRocker shall not levy a separate agency fee when recommencing the search for personnel in this respect. Only costs arising under point V shall be paid.
- 1.4. When a new personnel search is carried out, the originally agreed job profile is assumed. In the event of changes to the originally agreed job profile or gross salary, the entitlement to a free re-assignment proposal shall elapse and a new placement contract shall be concluded.
- 1.5. The right to a free re-assignment proposal applies once per order and vacancy.

2. Re-assignment order

- 2.1. If the employment relationship with a JobRocker-supplied employee ends within three months of concluding the service contract, the client also has the option of placing a chargeable re-assignment order. The re-assignment order must be issued in writing within 14 days of terminating the employment relationship.
- 2.2. The fee payable by the client for the replacement order constitutes 50% of the lump-sum fee originally agreed for this position (re-assignment fee). **The re-assignment fee is only due for payment after successful replacement.** The re-assignment fee thus constitutes a performance fee. The appointment is considered successful if an applicant on the shortlist is hired by the client or by a company controlled by the client or if he/she is employed as a freelancer.
- 2.3. JobRocker may terminate the re-assignment order at any time by issuing written notice if any of the reasons stated in Section VIII, 5.1. to 5.5. applies.
- 2.4. When a new personnel search is carried out, the originally agreed job profile is assumed. In the event of any changes to the originally agreed job profile or gross salary, no re-assignment order can be placed and a new placement contract must be concluded.
- 2.5. The re-assignment order can be placed once per order and item.

V. COSTS

1. The direct costs incurred in connection with the recruitment of personnel, particularly advertising costs, are included in the agreed placement fee and will not be charged separately to the client.
2. The amount and substantiated travel and entertainment costs of the applicant will be additionally charged to and payable by the client. These costs remain payable by the client, even if no adequate shortlist is subsequently provided and no fee needs to be paid by the client.

VI. FEE

1. The **amount of the lump-sum fee per job posting** depends on the employment location and always depends on the current market situation and how rare the vacancy in question is. The amount of the lump-sum fee for each staff member shall be notified to the client before concluding the mediation contract. The search is only started after concluding the mediation contract.

Prices are differentiated as follows:

TALENT

Positions up to specialist level with common requirements.

- Austria & Germany from EUR 6,000 (six thousand Euro)
- Switzerland from CHF 9,000 (nine thousand Swiss francs)

EXPERT

Specialists and managers with complex requirements.

- Austria & Germany from EUR 12,000 (twelve thousand Euro)
- Switzerland from CHF 18,000 (eighteen thousand Swiss francs)

UNICORN

Special profiles with very special requirements and/or regional scarcity

- Austria & Germany from EUR 18,000 (eighteen thousand Euro)
- Switzerland from CHF 27,000 (twenty-seven thousand Swiss francs)

The flat fee agreed per search order in the mediation contract is a fixed fee and must be paid per posting. A fixed fee means that, with the exception of the costs mentioned in point V, no **additional costs** are incurred and all personnel search services are included.

2. JobRocker first sends a shortlist of at least two suitable applicants based on the requirements agreed in advance with the client. If the applicants on the shortlist do not initially meet the client's **expectations**, the client is obliged to justify the reasons in writing within 14 days (client feedback). In response to the client feedback, a further shortlist will be created according to the client's requirements. If no client feedback is received within this period, JobRocker is entitled to present the applicants on the shortlist sent to the client to other clients.
3. As a lump sum for search effort, candidate selection and shortlist compilation, **50% of the fixed fee is due for payment after the adequate shortlist has been sent to the client. This applies regardless of whether or not the applicant is subsequently hired.** A shortlist is considered adequate if the client conducts an interview with at least one applicant on the shortlist, if the client fails to conduct an interview with an applicant on the shortlist for invalid reasons (relevant vacancy filled by client, removal from staffing, etc.), or if the client fails to justify within 14 days why the shortlist does not meet its expectations.

Pending transmission of an adequate shortlist to the client and excluding the costs incurred in accordance with Point V, Paragraph 2, no costs shall be incurred. No downpayment is required.

4. **The remaining 50% of the fixed fee is due if the appointment is successful.** The appointment is considered successful if an applicant on the shortlist is hired by the client or by a company controlled by the client or if he/she is employed as a freelancer.
5. The client undertakes to inform JobRocker within five days in writing if a vacancy has been filled as defined by Point VI, Item 4 and to announce the nature of the vacancy filled by the applicant. **For breaches of this obligation, a contractual penalty in the amount of 200% of the agreed brokerage fee per breach shall be agreed,** which shall be payable in addition to the agreed brokerage fee.
6. The recruitment is also considered successful if the candidate is hired for a position other than that originally planned. If the position for which the applicant is ultimately hired is higher qualified as defined by point VI number 1 than the originally intended vacancy, JobRocker is entitled to charge the next higher price level in accordance with point VI number 1. The same applies if the applicant is promoted within three months of employment to a higher qualified position as defined by point VI number 1. The client undertakes to inform JobRocker in writing of any such promotion within 5 days. Downgrading to a lower price level is no longer possible once the mediation contract is concluded.
7. If several candidates on a shortlist are each successfully placed, the agreed fixed fee for each successfully placed candidate must be paid in full.
8. Should the client find a suitable candidate of its own accord during the term of the contract and hire said candidate, the client must immediately inform JobRocker in writing of the same. Invoices for completed placements cannot be cancelled and must be paid for by the client.

VII. PAYMENT TARGET

1. Invoices issued by JobRocker are due for payment within 10 days of receipt. In the event of default, interest on arrears due immediately and amounting to 8% per annum shall be charged for the entire default period. Current or further orders of the defaulting debtor may be postponed pending payment in full of the due amounts. In the event of any default, the client undertakes to pay JobRocker's reminder fees and all costs incurred in pursuing the claims, as well as cash expenses regardless of how they are incurred. In addition, the client must also reimburse all pre-litigation costs of a lawyer or debt collection agency as well as any court costs. Incoming payments shall initially be credited against interest and expenses and finally against the pure invoiced amounts. In addition, in the event of any default, the guarantee pledge in accordance with point IV shall no longer apply.
2. Any complaints about invoices must be made in writing and will only be accepted within eight days of the date of issue of the invoice.

VIII. TERMINATION OF THE CONTRACTUAL RELATIONSHIP

1. The personnel search ends with the successful filling of the vacancy or the termination of the mediation contract.
2. The client may terminate the mediation contract in writing at any time. Invoices for completed placements cannot be cancelled and must be paid for by the client.
3. **No costs will be incurred until an adequate shortlist has been sent to the client in accordance with point VI paragraph 3, with the exception of costs incurred in accordance with point V paragraph 2.**
4. If an order is cancelled by the client after receipt of an adequate shortlist, a cancellation fee of 40% of the agreed total fee according to the signed order is due regardless of circumstances.
5. JobRocker may terminate the mediation contract in writing at any time and without giving reasons, prior to payment of the fee in accordance with Section VI, paragraph 3. After payment of the fee according to point VI number 3, JobRocker is entitled to terminate the agency contract in writing at any time if any of the following reasons applies:

- 5.1. At least two adequate shortlists as defined by point VI.2 have been submitted to the client.
- 5.2. The client is more than 14 days in arrears with a payment, despite having issued a reminder.
- 5.3. Despite an intensive search over a period of two months, no suitable applicants can be found to compile a second shortlist.
- 5.4. The client behaves unprofessionally towards the applicant during the application process and in a manner not in accordance with the usual practices, hence the applicant refuses to continue the application process with the client.
- 5.5. The client selects an applicant from a third country but does not conduct the necessary measures to issue a Red White Red Card promptly.

IX. MISCELLANEOUS

1. Any invalidity of individual regulations of these general trading conditions shall not impair the effectiveness and mandatory nature of the remaining regulations. The invalid provision shall be replaced by a valid provision which most closely approximates the originally intended meaning and purpose.
2. Unless expressly stated otherwise in JobRocker's notices, contracts and information, all amounts stated are exclusive of taxes and duties payable under applicable laws and regulations.
3. Agreements which result in amendments or supplements to these GTC provisions must be made in writing. The same applies to any amendment of the current written form clause. Written notifications may be sent by registered letter, fax or email to the email address most recently provided by JobRocker.
4. With readability in mind, the distinction between female and male genders has been omitted in these General Terms and Conditions, but where the male form is used, the content in question applies to both genders.

Valid as of 12/2018 (until further notice)