



GENERAL TERMS AND CONDITIONS (T&C) OF THE COMPANY TALENTOR AUSTRIA GMBH

§ 1 General Aspects

1.
The following Terms and Conditions have validity for all contracts concluded between Talentor Austria GmbH (hereafter: "Talentor") and a client (hereafter: "Client"), especially such pertaining to the search for and the mediation and appointment of employees including the provision of all services connected hereto, such as the placing of advertisements or the preparing of expertises (personality profile analyses, attentiveness under stress tests and social competence tests), etc. They also have validity for all future conclusions of contracts in the scope of the business relationship, even if they should not be expressly concluded again.

2.
Talentor exclusively concludes contracts on the basis of these General Terms and Conditions and rejects provisions in General Terms and Conditions of the client that deviate from these General Terms and Conditions, in as far as Talentor does not expressly recognise these in writing.

3.
The contract is concluded with Talentor according to civil law principles; it is therefore especially the case that a contract is especially deemed to have been concluded with Talentor as a result of an offer being signed or a client confirming an offer from Talentor, as a result of an agreement having been reached by the client regarding candidates, the names of whom Talentor has provided regarding the decisive conditions of a service, work, order or other employment contact (hereafter "employment contract"), or if the candidates have commenced employment with the client or the work commissioning party respectively.

4.
Offers made by Talentor are binding for a period of two weeks after they have been submitted.

5.
Talentor is exclusively active as a consulting partner and refuses to accept search orders in cases where additional consultants are involved at the same time. Should candidates also become involved in the scope of the Talentor search mandate that result from contacts made by the client in the search process, this also does not have an effect on the fee agreed to with Talentor.

§ 2 Disclosure Obligations and Liability

1.
The client has an obligation to providing all information and documents that are required in connection with the search order without delay and complete, in addition to it keeping Talentor informed with regard to all processes and situations that could be of relevance for the handling of the order.

This especially includes all facts with regard to the client and its company, the effects that might concern the content, extent, place of the work or the remuneration. The obligation expressly also includes information that the client only gains knowledge of after the search order had been placed. Talentor is entitled to issue an invoice with the hourly rates that have validity in the company in the



event of it incurring losses or damages that result from delayed, incorrect, obsolete, or incomplete information, such losses and damages especially being with regard to additional expenditure incurred as a result of frustrated search attempts. This especially has validity for circumstances with which a candidate has already applied for employment with the client, but Talenter has not been informed of this immediately.

2.

Should nothing to the contrary be agreed to in individual contracts, Talenter does not provide a warranty for the achieving of a specific successful search, especially for it finding suitable candidates with the search order or other orders within a specified period of time.

3.

Should Talenter find suitable candidates as a result of the search order, it exclusively assumes liability for the appropriate candidates having the required qualification (= vocational training); a liability or warranty on the part of Talenter over and above the foregoing is excluded. Talenter especially does not assume liability for work results or successes provided by the appropriate candidates, nor does it do so for losses or damages incurred by such when completing his work or in connection with the same; this also has validity with regard to a lack of punctuality, a non-appearance or other misconduct. The client is also to indemnify and hold Talenter harmless with regard to any claims for compensation that are made by third parties.

4.

The client has an obligation to also validating the qualifications of the candidates and to filing a complaint without delay should this be necessary; Talenter merely assumes liability for cases of intentional or grossly negligent losses or damages; compensation for pecuniary damages is also excluded.

§ 3 Special Provisions for Personnel Placement and Executive Search Services

1.

The subject of the personnel placement performance is the search, selection and nomination (naming) of candidates by Talenter in keeping with the written order, such candidates especially being suitable when taking a job profile/job description provided by a client into account. Should additional performances (placement of advertisements, expertises, travel expenses for the candidates, etc.) be necessary, these shall be invoiced separately. Search orders can however also result from the actual needs of the client that are known to Talenter or such as it presumes

2.

The Client has an obligation to paying for the services provided by Talenter has stated in the valid offer.

3.

Should the employment of the candidate suggested by Talenter by the client be terminated on grounds other than commercial or organisational grounds, within the first three (3) months of the employment being commenced, Talenter provides an additional one-off search and selection process for the same position without costs being incurred (with the exception of any costs incurred for advertisements), as long as the order for a replacement candidate is placed in writing within a period of 2 weeks of the employment being terminated.



4.

Should our work result in the Client employing additional persons, we shall invoice the Client a customized fee for each of the candidates that is employed, the minimum fee being 70% of the original fee, however. Should an appointing of numerous employees be planned (e.g. in the event of a company expansion), we would be pleased to make you an offer that is adapted to your situation.

§ 4 Data Protection and Discretion

1.

The client undertakes itself to complying with the EU Data Protection Regulation (GDPR). The client has an obligation to handling all information regarding candidates that have been suggested by Talentor in confidence and to not forwarding such to third parties. The client undertakes to delete the data and information concerning proposed candidates after completion of the search project or after the expiration of the statutory retention periods.

2.

The client agrees to Talentor storing and automatically internally processing the data it obtains in connection with the business relationship, subject to the terms of the issued data protection declaration; this is used for the preparation of employment contracts or the like in connection therewith and for the passing of information to the Client and candidates on commercially or legally relevant themes (newsletter).

3.

Talentor assures clients and candidates confidential treatment of all information made available to them but it is entitled to transfer this confidentiality obligation to expert third parties for the purpose of the fulfilment of the contract.

§5 Fees; Offsetting Prohibition

1.

We invoice our fee in three equal instalments with one-third being due when the order is placed, one-third is due after presentation of the candidates and the last third is due when a contract is signed with the candidate. The fees are payable net within a period of 14 days after receipt of the invoice. In the event of there being a payment default, Talentor is entitled to assert a claim for default interest of 1% per month. The offsetting against claims asserted by Talentor is excluded.

2.

Regardless of the grounds, Talentor is entitled to issue an invoice for a total of 80% of the agreed fee should the client cancel the search order. Any partial payments that have been made shall be taken into account.

3.

Should a client or a company affiliated to it, or a company that has close personal or commercial connections to it, conclude a contract with a candidate nominated by Talentor within a period of two years from receipt of his data or within a period of one years from termination of (another) employment contract, the client has an obligation to also paying the success fee to Talentor that is due conform with the conditions that had validity at the time the contract was concluded. The client or the commissioning party respectively, is to inform the company that has close personal or



commercial connections to it that a duty to compensate exists, in that Talenter is entitled to such a fee should employment be entered into.

4.

In all cases, the client and candidate are to notify Talenter of an employment contract with it or a company stated in Para. 2 and the situation that serves as a basis for the calculation of the remuneration without delay and completely, by two months after conclusion of the agreement at the latest or, should a contract not have been concluded, after the date of commencement of the employment. In the event of the client being in default of the foregoing, Talenter is entitled to charge the success fee in addition to a contractual penalty of 8% of the gross annual target salary of the candidate or the anticipated gross annual fee respectively, whereby the candidate and the client are jointly liable for this.

5.

Talenter is entitled to issue an invoice for expenses and extraordinary additional costs (travel expenses for the candidates, external interviews, or selection interviews, etc.) as long as these have been clarified with the client in advance.

§ 6 Termination of the Contract

1.

The search order can be terminated by either of the contractual parties or contractual partners respectively in writing, subject to a period of notice of 14 days to the end of the month, but without adherence to a period of notice should important grounds exist.

§ 7 Final Provisions

1.

Should nothing to the contrary be expressly stated in notifications and information provided by Talenter or in contracts concluded with it, all payment amounts are deemed to be exclusive of the taxes and duties that are payable on the ground of statutory provisions.

2.

The place of jurisdiction for all disputes arising from and in connection with contracts concluded between the client and Talenter is Vienna. Austrian law has validity.

3.

Agreements with which provisions in these Terms and Conditions are amended or supplemented, require the written form. This also has validity for an amendment to this written form clause. Written notifications can be made by means of a letter sent by registered mail, a fax or an email sent to the email address that was last notified by Talenter.



4.

Should a provision in these Terms and Conditions be invalid or should this be the case in the future, this has no effect on the general and legal validity of the other provisions. The invalid provision is to be replaced with one that comes as close as possible to achieving the commercial purpose intended with the invalid provision and that is legally effective.

5.

Differentiation between a female and a male form has been dispensed with in these T & Cs for improved legibility with the male form being used throughout; the word concerned related to both sexes, however.