



# General Terms and Conditions of the company Talentor Austria GmbH (hereafter: “Talentor“)

## § 1 GENERAL; OBLIGATORY EXCLUSIVITY

1.

The following Terms and Conditions have validity for all contracts concluded between Talentor International GmbH (hereafter: “Talentor“) and a client (hereafter: “Client“), especially such pertaining to the search, 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 excludes 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.

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

4.

A legally binding commissioning only exists if Talentor has received the written commission from the client within the time limit stated in paragraph 3

5.

Talentor is exclusively active as a consulting partner for a defined project and places the client under an obligation to not commissioning other persons with the search orders that are the subject of the order other than Talentor, this having validity for both within and extraneous to the company. In the event of a contravention and/or appointment of another candidate, Talentor is entitled to terminate the commissioning unilaterally on important grounds without adherence to deadlines or time limits; it also being entitled to issue an invoice for the agreed payment.

## § 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 the information as to which applications for the position that is the subject of the search have been received by the client and generally 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, in addition to information in the meaning of §2 paragraphs 4 and 5. 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.

2.

Should nothing to the contrary be agreed to in contracts, Talentor 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 Talentor 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 Talentor over and above the foregoing is excluded. Talentor 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.

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; Talentor merely assumes liability for cases of intentional or grossly negligent losses or damages; compensation for pecuniary damages is also excluded. The client is to reach agreement with the candidates with regard to the working of a probationary month in the meaning of Section 1304 of the Austrian civil code (ABGB).

5.

The client has an obligation to providing Talentor with notification of the reaching of an agreement on employment and the actual commencement thereof by a presented candidate without delay.

### **§ 3 SCOPE OF PERFORMANCE**

1.

The subject of the personnel placement performance is the search, selection and nomination (naming) of candidates by Talentor 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 at the standard conditions in the meaning of §§ 1002 et seq.. Search orders can however also result from the actual needs of the client that are known to Talentor or such as it presumes.

2.

Should the employment of the candidate suggested by Talentor by the client be terminated on grounds other than commercial or organisational grounds, within the first six (6) 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 DATA PROTECTION AND DISCRETION

1.

As a client, you undertake to comply with the EU Data Protection Regulation (GDPR). The client has an obligation to strictly adhere to data protection law provisions and agreements concluded with Talenter concerning all information provided about the candidates suggested by Talenter. 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 Talenter's storing and automatically processing of 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 provision of information (newsletter).

3.

Talenter assures clients and candidates confidential treatment of all information made available to them but 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.

Should nothing to the contrary be stipulated in contracts, fees are due net within a period of 14 days after receipt of the invoice. In the event of there being a payment default, Talenter is entitled to assert a claim for default interest of 1% per month. The offsetting against claims asserted by Talenter is excluded.

2.

The client has the right to discontinue the ordered search work at all times and with no grounds being given. In this case, Talenter is entitled to a fee of 85% of the agreed total fee, taking § 6 into account, net of the costs incurred in the meaning of §3 para. 1, partial payment that has already been made shall be set off against this payment. Should Talenter terminate the continued cooperation with the search order on important grounds, it is entitled to a fee of the same amount.

3.

In accordance with the provisions of the data protection law, a forwarding of candidate data to third parties is strictly prohibited, even if this should be forwarded to a company that is affiliated with the client. Should the data nevertheless be forwarded, the client obligates itself to transferring the rights and obligations that arise from the search order, especially the payment obligations, to the receiver of the forwarded data. The client assumes liability towards Talenter, together with the third party for all claims, especially such as are based on unjust enrichment. The client also obligates



itself to paying a contractual penalty of 8% of the gross annual target salary of the candidate or the anticipated gross annual target fee respectively, net of 2% interest per month.

## **§ 6 EXTRAORDINARY TERMINATION OF THE CONTRACT**

1.  
As a deviation from § 5 para. 2, Talenter is entitled to a reasonable remuneration for its previous efforts should the client terminate the search order on an important ground for which Talenter is responsible.

## **§ 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 legal venue 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 as a scan attachment to an email sent to the email address from which the parties contract send emails last.

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 the German original text of these terms and conditions.