

General Terms and Conditions for Recruitment

Stand 01.02.2022

1. General The

following General Terms and Conditions regulate the rights and obligations of B&B Austria eU, based in 1230 Vienna, Haymogasse 92 Building 2, hereinafter referred to as "B&B", and of the contractual partner, hereinafter referred to as "client", in connection with the Provision of services from the "personnel placement". For reasons of better readability, these general

Terms and Conditions denote persons with the masculine form.

This always refers to both female and male persons at the same time.

2. Recruitment B&B

conducts the search and selection of personnel for the client on the basis of the job description of the position to be filled that has been drawn up together with the client or made available by the client, as well as the requirement profile of the candidate.

The scope of a specific brokerage order is contractually agreed on a case-by-case basis.

3. Obligations of the customer to provide

information The customer ensures that B&B is provided with all the documents necessary for the fulfillment and execution of the order in a timely manner, even without being specifically requested to do so, and that B&B is informed of all processes and circumstances that are important for the execution of the order . This also applies to all documents, processes and circumstances that only become known during the activities of B&B. If B&B forwards a candidate as part of a search request who has previously applied independently to the client for this position, the client must inform B&B immediately. If this information is not provided and the client makes use of other services in connection with the candidate (e.g. obtaining references, coordinating appointments, etc.), this candidate is deemed to have come from B&B

suggested.

The customer must inform B&B immediately in writing of any changes to his name, company name, address, payment office, company register number or legal form. Documents are deemed to have been received by the customer when they are sent to the last address or payment office given by the customer.

4. Duration of the

contract The placement contract comes into force upon acceptance of the offer, at the latest with the first necessary step that is taken by B&B for the personnel search and selection on the basis of the job description and the requirement profile.

In principle, this contract ends with the completion of the project.

If the customer is in default of payment in the case of interim billing, if composition or bankruptcy proceedings are opened against him or if he is otherwise grossly in violation of the contract or the law, B&B entitled to terminate the contract with immediate effect without observing a period of notice.

5. Protection of intellectual property

The copyrights of B&B and employees of B&B

The works created (in particular offers, reports, analyses, expert opinions, organization charts, programmes, specifications, drafts, calculations, drawings, data carriers, etc.) remain with B&B. They may only be used by the client during and after the end of the contractual relationship for purposes covered by the contract. In this respect, the client is not entitled to reproduce and/or distribute works without the express consent of B&B. Under no circumstances will B&B be liable for unauthorized duplication/distribution of the work -

in particular for the correctness of the work - towards third parties.

The breach of these provisions by the customer entitles B&B to terminate the contractual relationship immediately and prematurely and to assert other legal claims, in particular for injunctive relief and/or damages.

6. Fee

Unless otherwise agreed, the following regulations apply with regard to the fee: The fee to be agreed with the client covers B&B's workload for the search

and selection as well as the presentation of suitable candidates and will be invoiced by B&B (success fee) after the conclusion of the (free) service contract between client and candidate - thus at the latest when starting work. B&B is entitled to issue interim accounts corresponding to the progress of work and to request advance payments corresponding to the respective progress. Depending on the agreement reached, the fee comprises a certain percentage of the gross annual salary for full-time employment.

The calculation of the fee is based on the gross annual salary for full-time employment (in the case of part-time employment, the gross annual salary is to be extrapolated to full-time) of the worker placed by B&B. The gross annual salary consists of the gross annual salary (fixed amount) promised or agreed with the worker placed by B&B plus overtime allowances and pro rata special payments as well as the average of any commissions, bonuses and allowances in the first year of service. The fee is commercially rounded to the nearest ten.

The fee is due for payment immediately after invoicing without deduction and will be charged plus 20% VAT. Invoicing is done electronically. The customer expressly agrees to the sending in electronic form and undertakes to disclose his e-mail address, which is to be used for this purpose. In the event of a delay in payment, the statutory interest rate of 9.2% plus the applicable base interest rate will be charged. As compensation for the operating costs, the client will be charged a reminder fee of €40 per reminder run.

If the order is not terminated for reasons on the part of the customer or due to a justified premature termination of the contract in accordance with point 4 and/or point 5 of the present General Terms and Conditions, B&B
the right to payment of the entire agreed fee minus the saved expenses.

The customer is not entitled to offset his own claims against the invoice amount or to withhold payments due for any reason whatsoever.

7. Liability and compensation

for damages B&B is liable to the client for damages - except for Personal injury - only in the case of gross negligence (intent or gross negligence).

Claims for damages by the client can only be asserted in court within six months of becoming aware of the damage, but at the latest within three years of the event giving rise to the claim.

If the client enters into a (free) service contract with a candidate named by B&B within 2 years after the name was first announced, the client undertakes to inform B&B of this in writing within 2 weeks after conclusion of the (free) service contract and will do so. The fee agreed in the mediation contract is due for payment immediately. If the communication is delayed or if the customer fails to communicate, he must pay twice the fee agreed in the order confirmation.

8. Confidentiality, secrecy and data protection

The contractual partners undertake to mutual loyalty and secrecy.

The client undertakes to treat all names of the candidates and all information received about them as strictly confidential. In particular, he undertakes not to pass these on to third parties under any circumstances or even to name them. If the client acts contrary to this obligation, a no-fault penalty, not subject to the judicial right of reduction, in the amount of twice the fee agreed in the order confirmation shall be deemed to have been agreed.

B&B undertakes to maintain strict confidentiality about all business matters of the client that B&B learns about in the course of processing the order, in particular about business and trade secrets as well as any information about the type, scope of operations and practical activities of the client.

This confidentiality obligation continues even after the business relationship has ended. Exceptions to this exist in the case of statutory obligations to provide information.

B&B is entitled to process entrusted personal data within the scope of the purpose of the contractual relationship. The customer guarantees B&B that all necessary

Measures have been taken, in particular those within the meaning of the Data Protection Act, such as declarations of consent by those affected.

9.

Miscellaneous The customer expressly consents to offers and information being sent electronically or to B&B being contacted by telephone.

10. Final Provisions In the

event that individual provisions of these General Terms and Conditions should be and/or become invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on their basis. The ineffective provision is to be replaced by an effective provision that comes closest in meaning and economic purpose.

All agreements that deviate from these terms and conditions must be made in writing. This also applies to deviating from the written form. Verbal collateral agreements do not exist.

Substantive Austrian law is applicable to this contract, to the exclusion of the reference norms of international private law.

11. Jurisdiction

The place of jurisdiction is Vienna.