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**General Terms of Business
 Version A (1.01.2019)**

1.0. Scope of Validity

The following General Business Terms and Conditions apply. Where terms or conditions contradict the General Business Terms and Conditions stated here or deviate herefrom, a separate written agreement shall be required for their validity. The terms and conditions specified here apply for all future orders submitted by the client without the need to make recurrent references hereto.

2.0. Subject of Contract

DESIGNERDOCK places employees, freelancers or (new) independent workers, contractors or other persons (hereafter known as workers) with the client, primarily in the areas of communication and marketing, for the purpose of employment or for carrying out of assignments.

3.0. Entry fee (for new Clients only)

When a Client hires DESIGNERDOCK for placement of a freelancer or a fixed-contract Candidate for the first time, the Client in question is liable to an initial payment of a one-off lump sum to the amount of 250.00 euros plus VAT. This one-off free shall become payable without deductions on receipt of the invoice.

4.0. Commission for employing

Should the contact initiated by DESIGNERDOCK lead to a permanent or temporary employment contact subject to social security contributions, a fee shall become payable to DESIGNERDOCK for its recruitment activities. The right to this fee arises on account of DESIGNERDOCK having established the contact. In such cases it suffices if the placement i.e. the communication of the Candidate's contact data to the Client or the referral of the Candidate to the Client, or the mutual introduction of Client to Candidate/Candidate to Client, was at minimum a contributory factor leading to the employment relationship. DESIGNERDOCK shall also be entitled to a fee if the Candidate is employed for an activity other than that for which he/she was originally recommended by DESIGNERDOCK.

4.1. Fee for permanent employment contracts

All employment contracts with a validity period of more than six months shall be regarded as permanent employment contracts. If a permanent employment contract of this type is concluded with the recommended candidate, DESIGNERDOCK shall be entitled to a fee of 1.5 times the average monthly wage or 12.5% of the annual salary agreed with the worker plus VAT. The calculation basis shall be the gross annual salary including any Christmas or holiday bonuses, any other incentive payments or financial rewards.

4.2 Fee for temporary employment contracts

All employment contracts with a validity period of up to six months shall be regarded as temporary employment contracts. Should a permanent employment contract be concluded between the Client and a Candidate recommended by DESIGNERDOCK for a period of up to 6 months, DESIGNERDOCK shall be entitled to a fee that is 0.75 times the monthly wage based on the average gross earnings paid monthly during the employment relationship. The calculation basis shall be the gross annual salary including any Christmas or holiday bonuses, any other incentive payments or financial rewards.

4.3. Subsequent extension of a temporary employment contract or changes hereto

Should a temporary employment contract be extended by the customer by a total period of more than six months or in cases where a permanent employment contract is concluded by the customer following the end of a temporary employment relationship with a worker placed at their disposal by DESIGNERDOCK, the latter shall accordingly be entitled to a further commission of 0.75 times the monthly wage (equivalent to 1.5 times the monthly wage in accordance with 4.1). Employers shall inform DESIGNERDOCK without delay following a contract extension of this nature.

4.4. Time period for fee obligation

The time period during which DESIGNERDOCK is entitled to a placement fee extends to 24 months after the first contact has been made between the Client and the Candidate. Should the Candidate pursue a permanent or freelance activity at another company and only be hired by the Client afterwards, DESIGNERDOCK shall nonetheless be entitled to its fee for organizing the initial contact if the engagement is made within the stipulated 24-month period.

4.5. Duty of disclosure of Client

The Client agrees to provide DESIGNERDOCK with information on the Candidate's annual gross salary by submitting a copy of that section of the employment contract that contains both salary information and the signatures of the contracting parties. The Client also gives permission to any Candidate who is placed in their agency by DESIGNERDOCK to supply DESIGNERDOCK with information regarding the financial conditions of their employment. The Candidate in question shall be exempt from any obligations to confidentiality in such cases. The Client's duty of disclosure as cited above applies for all employment contracts concluded within a period of 24 months starting from the initial contact, as well as for subsequent extensions to what were originally temporary employment contracts liable to a fee.

4.6. Invoicing and payment deadlines

Placement fees are payable by the employer for each contract concluded and are payable promptly following receipt of invoice.

4.7 Commission-free substitute proposals

In case the employment contract for the worker placed by DESIGNERDOCK is terminated within 12 weeks after the first working day, DESIGNERDOCK shall - as far as possible - propose up to 3 substitute candidates on a one-off basis and free-of-charge and without any subsequent claim to a fee.

5.0. Placement of freelancers or independent workers, contractors or other persons for employment or for the carrying out of assignments

Should a contract relationship for freelance work come into being between the Client and a Candidate placed by DESIGNERDOCK, the Client is obliged to inform DESIGNERDOCK about this within two weeks of concluding the contract. In addition the Client is obliged, on request by DESIGNERDOCK, to provide information about all contract relationships with freelance Candidates with which the Client was placed in contact by DESIGNERDOCK over the past 24 months. The Client shall also provide copies of all invoices arising from such freelance candidates on request. Should fixed-term employment come about within 24 months due to a freelance activity, a fee shall become payable for this fixed-term appointment in accordance with paragraphs 4.0 - 4.6.

6.0. Data protection/confidentiality of contact data

Client and worker expressly agree herewith to grant DESIGNERDOCK the right to record, save, process and use all data acquired from the client or from persons with power of representation hereof and from other specified contacts or workers, and also to communicate or otherwise pass this on to third parties, in particular for the purpose of initiating employment contracts or other contracts of this type. The client shall treat the contact data of any workers provided to them in the context of this contract by DESIGNERDOCK with confidentiality and refrain from passing it on to any third parties, including other companies within their group or any other companies with which they are closely involved or in close contact with. In cases where infringements to this prohibition on the forwarding of contact data to third parties occur and the contact data forwarded leads to a contract being concluded between the worker recommended by DESIGNERDOCK and a third party, the client shall become liable to payment of a contractual penalty that is not subject to the court's right to moderate, equivalent to the commission forfeited by DESIGNERDOCK in this regard.

Sections 4.0. - 4.6. of these general terms and conditions apply by analogy. DESIGNERDOCK also reserves the right to present claims for damages that exceed this amount.

7.0. Concluding terms

7.1. Severability clause

If one of the provisions of these General Terms is or becomes entirely and partially invalid, it will not affect the validity of the other provisions or parts thereof.

7.2. Place of jurisdiction

Solely Austrian law is to be applied to these General Business Terms and Conditions and any work based hereupon as well as the associated contracts and other types of legal relations between DESIGNERDOCK and the client to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, the Austrian International Law on Private Rights, Convention on the Law Applicable to Contractual Obligations and the reference provisions. This choice of law and jurisdiction applies for consumers in the sense of the KSchG (Austrian Consumer Protection Law) within the context of the terms of the KSchG only. Except where stated otherwise in § 14 of KSchG, the Austrian court at the location of the DESIGNERDOCK head office shall have jurisdiction *ratione loci* and *ratione materiae*.

Place

Date

Company

Signature