

A Bergmannstraße 102 10961 Berlin  
 T (030) 69 59 66 - 0  
 F (030) 69 59 66 - 12  
 EM berlin@designerdock.com  
 WEB www.designerdock.com

GF Alexander Dewhirst  
 GF Kristin Louis  
 HRB 113300B  
 RF GmbH

Berlin München  
 Düsseldorf Stuttgart  
 Frankfurt Wien  
 Hamburg Zürich

## General Terms of Business

### 1.0. Scope of Validity

All placement services for which DESIGNERDOCK Berlin GmbH (hereinafter referred to as DESIGNERDOCK) is hired by the Client shall be provided under the General Terms of Business described below. Any conflicting business terms or those differing from the General Terms of Business set out here shall require a written declaration in cases of doubt otherwise they shall not be recognized.

### 2.0. Subject of Contract

DESIGNERDOCK places copywriters, graphic designers, consultants, events professionals and specialists (hereafter referred to as Candidates) with Clients.

### 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. Contact between the Client and the Candidate shall be established by DESIGNERDOCK. The fee is incurred from the moment DESIGNERDOCK informs the Client of the contact data of the Candidate concerned or when a Candidate placed by DESIGNERDOCK makes contact with the Client. The fee is payable within 14 days after receiving the invoice.

### 4.0. Obligation to fee for employment contacts

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 equivalent to 2 times their monthly wage plus VAT based on gross earnings in the first year of the employment relationship. The calculation basis for gross earnings shall be the mean value of the 12 monthly wages (incl. bonuses and other non-pecuniary benefits).

### 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 (incl. bonuses and other non-pecuniary benefits).

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 1 times the monthly wage based on the average gross earnings paid monthly during the employment relationship. The calculation basis for the gross earnings shall be the mean value for all monthly wages.

### 4.3. Subsequent extension of a temporary employment contract

Should a temporary employment contract be extended by the Client to a total time of more than six months or where a permanent employment contract is concluded by the Client with a Candidate placed by DESIGNERDOCK following the end of a temporary employment relationship, DESIGNERDOCK shall be entitled to a further fee of 1 times the monthly wage (in accordance with 2 times the monthly wage in paragraph 4.1).

### 4.4. Time period for fee obligation

The time period during which DESIGNERDOCK Berlin GmbH 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 Berlin GmbH 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 Berlin GmbH to supply DESIGNERDOCK Berlin GmbH 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

All fees are due when a contract or a fee-relevant extension of a temporary employment contract is concluded and payable within 14 days after receipt of the invoice from DESIGNERDOCK.

### 5.0. Reimbursements

Should the employment relationship with the Candidate placed by the contractor be terminated within 6 months of commencing work, providing this termination is not initiated by the company, the placement fee shall be reimbursed in part based on the following terms:

- prior to or within 1 week after commencement of employment 100 %
- from 1 week to 1 month after commencing employment 75 %
- from 1 month to 3 months after commencing employment 50 %
- from 3 months to 6 months after commencing employment 25 %

In such cases, the date when the resignation becomes effective rather than the resignation statement itself shall be used as the basis for the calculation.

### 6.0. Placement of freelance Candidates

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.

### 7.0. Confidentiality of contact data

The Client is not authorized to disclose to third parties any knowledge that, in connection with this contract, the Client has acquired about the Candidate presented by DESIGNERDOCK Berlin GmbH. If the disclosure of information, made in violation of this provision, results in the conclusion of a contract between the Candidate presented by DESIGNERDOCK Berlin GmbH and a third party, the Client is obliged to pay the placement fee equivalent to the fee lost by DESIGNERDOCK (para. 4.0. - 4.3.). DESIGNERDOCK also reserves the right to make claims for damages that exceed this amount.

### 8.0. Concluding terms

#### 8.1. 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.

#### 8.2. Place of jurisdiction

In cases where the Client's place of general jurisdiction is outside the Federal Republic of Germany or where the Client is a businessperson, a legal entity under public jurisdiction or a separate estate under public jurisdiction, the sole place of jurisdiction shall be the premises of DESIGNERDOCK. DESIGNERDOCK also reserves the right to bring legal action against the Client at its place of general jurisdiction.

Date

Place

Company

Signature\*

\* I hereby confirm that I am authorised to sign for the above company.