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General Terms of Business

1.0. Scope of Validity

All placement services for which DESIGNERDOCK (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 workers as freelancers or in permanent positions as 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 300.00 euros plus VAT. Contact between the Client and the Candidate shall be established by DESIGNERDOCK. The initial fee is payable after the first briefing about the requirements profile for the worker being sought and is payable within 14 days following receipt of invoice even where the customer has cancelled the recruitment order in the meantime. The processing fee includes all expenses for DESIGNERDOCK for recruitment activities such as placement of job advertisements, newsletters, involvement of other DESIGNERDOCK sites. It will be offset in case of placement that is subject to a fee as in 4.1. and is non-refundable.

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 one-off fee of 12.5 % of the annual gross salary defined for the worker including any agreed bonuses (Total Cost Compensation), plus VAT. The client is obliged to inform DESIGNERDOCK about the gross annual salary by submitting a copy of the part of the employment contract showing the details of the salary and the signatures of the employment contract parties.

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 receive a fee amounting to 6.5% of the annual gross earnings received during the employment relationship. The calculation basis for gross earnings will be the mean value from all monthly salaries.

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 will be entitled to a further fee of 6% of the gross annual salary accordingly (equivalent to 12.5% as per 4.1).

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

Fees are due as follows: 1/3 payable on commencing the role and 2/3 payable 2 months after taking up the position.

5.0. Refunds

In cases where the worker placed by DESIGNERDOCK leaves the client company again within 2 months of commencing their role, the second rate (2/3) of the placement fee shall then be waived.

6.0. Placement of freelance Candidates

Where a contract basis comes about between a client and the worker placed by DESIGNERDOCK for collaboration as a freelancer, the client shall 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 relations with independent freelancers, contact with which was enabled by DESIGNERDOCK for the client within the past 24 months. The client is also obliged to make available to DESIGNERDOCK on request copies of all invoices submitted by freelancers. Where a permanent position comes about following freelance activities within a period of 24 months, a fee in accordance with 4.0. - 4.6. shall become payable.

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. If the disclosure of information, made in violation of this provision, results in the conclusion of a contract between the Candidate presented by DESIGNERDOCK 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 Switzerland 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.

City

Date

Company

Signature of Client