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General Terms of Business

1.0. Scope of Validity

All placement services for which DESIGNERDOCK Düsseldorf, Birgit Bischoff (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 freelance or a fixed-contract Candidate for the first time, the Client is liable to an initial payment of a one-off lump sum to the amount of 250.00 euros plus VAT as soon as the first contact between the Client and the Candidate is 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 contracts

Should the contact initiated by DESIGNERDOCK lead to a permanent or temporary employment contract 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 salary 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 12 monthly salaries (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.

Should a temporary 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 of 1 times the monthly salary 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 (incl. bonuses and other non-pecuniary benefits).

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 a permanent employment contract 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 salary (in accordance with in paragraph 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 by DESIGNERDOCK to supply DESIGNERDOCK with information regarding the financial conditions of the employment relationship. 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 permanent employment contracts concluded within a period of 24 months starting from the initial contact, as well as for fee-relevant subsequent extensions of temporary employment contracts to a total time of more than six months.

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 DESIGNERDOCK be terminated within 6 months of commencing work, providing this termination was not based on operational reasons, 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 %

Decisive is always the date upon which the termination becomes effective and not the date of its declaration.

6.0. Placement of freelance Candidates

Should a contract relationship for a freelance cooperation 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 which were placed by DESIGNERDOCK with the Client for the past 24 months. The Client shall also provide copies of all invoices made out by those freelance Candidates upon request of DESIGNERDOCK.

Should a freelance assignment lead to an employment contract subject to social security contributions, a fee becomes due 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 contact information about Candidates that were presented by DESIGNERDOCK on the basis of this agreement. 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 a placement fee equivalent to the fee lost by DESIGNERDOCK according to paragraphs 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.