

## **TERMS AND CONDITIONS OF PAYMENT**

### **Personnel recruitment by LOGISTIC PEOPLE**

Note:

The following applies to the German version only: In order to improve legibility, we have avoided simultaneous use of the language forms male, female and diverse (m/f/d). All references to people apply equally to all genders.

#### **(Component of the General Terms & Conditions)**

A fee is only paid to LOGISTIC PEOPLE (Deutschland) GmbH upon successful personnel procurement and is due with the candidate's signing of a contract with the client. We do not charge any administrative fees or request advance payments. The invoice is payable immediately.

The contractor is entitled to decide on the fees when assigning jobs. Insofar as an option (Version 1 with employment guarantee or Version 2 without employment guarantee) is not chosen at the time the contract is awarded, Version 1 is deemed stipulated. This fee option can be indicated informally via email/fax or in any other form of writing. Verbal agreements are explicitly excluded to rule out future disputes.

Our fees are based on the annual revenue of the upcoming year including **all** special bonuses, such as holiday and Christmas bonuses, royalties/commission (expected average value), non-cash benefits (company car (according to the 1% rule)), company pension or subsidisation of public transport costs.

Payments are made in strictly net cash.

#### **Version 1**

A fee amounting to 25% of subsequent annual revenue, plus 19% VAT, is charged for the personnel recruitment services.

- The first instalment, amounting to 50% of the total fee, is charged upon the finalisation and signing of the contract. after which instalments of 12.5% are charged.
- The second instalment of 12.5% adds up to 50% of the total fee once the candidate has been employed for three months.

#### **Our guarantees for fee version 1.**

In the event that the employee recruited by LOGISTIC PEOPLE needs to leave the company at the request of the employer or the employee within three months due to inadequate performance or character, or that the employee quits the role within the first three months, the second instalment of the total fee will be credited. A refund of the previously due first instalment of the fee amounting to 12.5% is excluded.

## Version 2

A fee amounting to 20% of subsequent annual revenue, plus 19% VAT, is charged for the personnel recruitment services.

- Full commission upon contract conclusion and signing of the contract amounting to 100% of the fee.
- No splitting of fees

## Our guarantees for both abovementioned versions

If the future employee, recruited by LOGISTIC PEOPLE, does not take up employment or quits of his or her own accord prior to employment beginning, the total fee will be credited and no longer be due. Other employment guarantees, other than the case of failing to take up employment, are excluded.

The agent is not obligated to resume a free search for a replacement.

The claim under guarantee is only provided for by LOGISTIC PEOPLE if the client routinely informs LOGISTIC PEOPLE of the development of the new employee and asserts the claim under guarantee with LOGISTIC PEOPLE within one week after the termination or failure to take up employment. A termination of the contract effected by the client for economic reasons is not deemed covered by the guarantee. Furthermore, a revocation or termination of the contract based on illness is also not covered by the guarantee.

## Additional general stipulations:

The contractor is obligated to inform LOGISTIC PEOPLE as soon as possible, and no more than three days after being presented with the profile, of whether an applicant profile suggested by LOGISTIC PEOPLE was submitted by the applicant independently or had already been suggested by another personnel service provider. This obligation extends to speculative profile presentations, not included in awarded mandates, for vacancies advertised publicly by the client. The same applies if filling the vacant position is no longer relevant or the vacant position is to be otherwise filled.

## Charges for additional expenses

The following expenses are additionally charged on a time and material basis:

- Trips are only made by the agency after prior approval by the client. Settlement of travel expenses based on submitted receipts.
- Candidates' travel expenses are only reimbursed after prior approval by the client. The amount of reimbursement complies with the client's current travel policy; in any case with the legal provisions.
- Advertisements in print media such as DVZ, etc. or in other print media. However, these are only made in coordination with the contractor.

### 3. Recruitment during the term of a labour leasing agreement

For a recruitment order that initially starts via personnel leasing and results in the employee receiving an employment contract, the fee amounts to 25% of the year's revenue. If the duration of the personnel leasing is extended, LOGISTIC PEOPLE will allow special conditions as outlined below. If the employee is taken on within

- the first two months - 25% of annual revenue
- the third month - 20% of annual revenue
- the fourth month - 17.5% of annual revenue
- the fifth month - 15% of annual revenue
- the sixth month - 12.5% of annual revenue (equivalent to 50% discount)
- the seventh month - 7.5% of annual revenue
- the eighth month - 5% of annual revenue
- the ninth month - 2.5% of annual revenue

After nine months have elapsed in full, recruitment fees no longer apply. The date the employee is taken on is the date of the new contractual relationship.

### 4. Recruitment following a labour leasing agreement

If a temporary employee initially terminates employment with LOGISTIC PEOPLE or if this employment ends based on a time limitation and if an employment relationship is established in the course of the following six months with the client or a company economically or legally linked to the client, both parties mutually agree, that this new employment relationship was established by the procurement or substantiation of LOGISTIC PEOPLE. This also applies in the event that the temporary employee merely interviewed with the client but was not leased, as well as in the event that the temporary employee/candidate is employed for a position other than the initially intended one.

In cases such as this, a fee amounting to 25% of annual revenue shall be deemed as agreed.

Depending on the previous duration of the personnel leasing, LOGISTIC PEOPLE will allow special conditions as outlined below. If the employee is taken on

- after two months of leasing - 25% of annual revenue
- after three months of leasing - 20% of annual revenue
- after four months of leasing - 17.5% of annual revenue
- after five months of leasing - 15% of annual revenue
- after sixths month of leasing - 12.5% of annual revenue (equivalent to 50% discount)
- after seven months of leasing - 7.5% of annual revenue
- after eighth months of leasing - 5% of annual revenue
- after nine months of leasing - 2.5% of annual revenue

Once 9 months of prior labour leasing have elapsed in full, a recruitment fee is no longer charged.



5. All fees listed here apply to personnel recruitment services within the Federal Republic of Germany. The fees for recruitment services within European and non-European countries are subject to prior negotiation.

6. Furthermore, solely the current General Terms and Conditions of LOGISTIC PEOPLE apply, which can be viewed at any time on the website or upon request, be sent to you.

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