



Noroutine GmbH

a company incorporated in Munich, registered under company number HBR 243905 in District Court of Munich at Berg-am-Laim Str., 64, 81673, Munich, Germany

Standard Terms of Business Introduction of Candidates to Clients for Direct Employment/Engagement

1. Definitions

In these Terms -

1.1 "Client" means the person, firm or corporate body together with any subsidiary or associated companies to whom the Agency Introduces a Candidate;

1.2 "Candidate" means the person Introduced by the Agency to the Client for an Engagement including, but not limited to, any officer or employee of the Candidate if the Candidate is a limited company, any member or employee of the Candidate if the Candidate is a limited liability partnership, and members of the Agency's own staff;

1.3 "Agency" means Noroutine GmbH incorporated in Munich, registered under company number HBR 243905 in District Court of Munich at Berg-am-Laim Str., 64, 81673, Munich, Germany.

1.4 "Engagement" means the engagement, employment or use of the Candidate by the Client or by any Third Party to whom or to which the Candidate was Introduced by the Client (whether with or without the Agency's knowledge or consent) on a permanent or temporary basis, howsoever engaged (whether directly or indirectly) and "Engages" and "Engaged" shall be construed accordingly;

1.5 "Introduction" means

- a) the interview of a Candidate in person or by telephone; or
- b) the passing of a curriculum vitae or information about the Candidate.

The time of the Introduction shall be taken to be the earlier of (a) and (b) above; and "Introduced" and "Introduces" shall be construed accordingly;

1.6 "Data Protection Legislation" means the General Data Protection Regulation (EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, and any successor legislation to the GDPR.

1.7 "Remuneration" includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, shift allowances, location weighting and call-out allowances, the benefit of a company car and all other payments or emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of €5000 will be added to the salary in order to calculate the Employment Agency's fee;

1.8 "Terms" means these Terms of Business as further defined with clause 2;

1.9 "Third Party" means any company or person who is not the Client. For the avoidance of doubt, subsidiary and associated companies of the Client are included in this definition.

2. These Terms

2.1 These Terms constitute the entire agreement between the Agency and the Client in relation to the subject matter hereof and are deemed to be accepted by the Client and to apply by virtue of (a) an Introduction to the Client of, or the Engagement by the Client of, a Candidate or (b) the passing of information about the Candidate by the Client to any Third Party or (c) the Client's interview or request to interview a Candidate or (d) the Client's signature at the end of these Terms or (e) any other written expressed acceptance of these Terms. For the avoidance of doubt, these Terms apply whether or not the Candidate is Engaged by the Client for the same type of work as that for which the Introduction was originally effected.

2.2 The Terms supersede all previous agreements between the parties in relation to the subject matter hereof.

2.3 These Terms prevail over any other terms of business or purchase conditions put forward by the Client.

2.4 The Client authorises the Agency to act on its behalf in seeking Candidates and, if the Client so requests, shall advertise for such Candidates through such methods as are agreed with the Client.

2.5 In order to attract Candidates and for the purposes of successfully representing the Client whilst providing the recruitment services, the Client permits Noroutine GmbH to use the client's trademarks, logos and/ or brand names for any marketing and or promotional purposes, unless otherwise agreed in writing.

3. Obligations of the Agency

3.1 The Agency shall use reasonable endeavours to introduce one or more suitable Candidates to meet the requirements of the Client for any particular vacancy. The Agency cannot guarantee to find a suitable Candidate for each vacancy. Without prejudice to clause 3.2 below, the Agency shall use reasonable endeavours to ascertain that the information provided by the Agency to the Client in respect of the Candidate is accurate.

3.2 The Agency accepts no responsibility in respect of matters outside its knowledge and the Client must satisfy itself as to the suitability of the Candidate.

4. Client Obligations

4.1 The Client shall satisfy itself as to the suitability of the Candidate. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, and satisfying other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.

4.2 To enable the Agency to comply with its obligations under clause 3 the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks.

4.3 The Client shall provide details of the date the Client requires the Candidate to commence work, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.

4.4 The Client shall inform the Agency of any information it has that suggests it would be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position which the Client seeks to fill.

4.5 The Client shall inform the Agency within 1 working day where it receives details of a Candidate from the Agency which it has already received from another agency in relation to the same vacancy. If no such notification is given by the Client then, in the event of an Engagement, the Client agrees the Agency is entitled to charge a fee in accordance with clause 5.2.

4.6 The Client agrees to,

a) notify the Agency as soon as possible (and in any event, not later than 7 days from the date of the offer or from the date the Engagement takes effect; whichever is earlier) of any offer of an Engagement which it makes to the Candidate; and

b) notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration to the Candidate; and

c) pay the Agency's fee within the period set out under clause 6.2.

4.7 The Client shall not, and shall not seek to cause the Agency to, unlawfully discriminate in relation to the services provided by the Agency to the Client in connection with these Terms and shall disclose any and all information requested by the Agency in the event a Candidate makes a complaint to the Agency.

5. Charges/Fees

5.1 Introductions of Candidates are confidential. Where the Client discloses to a Third Party any details regarding a Candidate Introduced to the Client by the Agency that Third Party subsequently Engages the Candidate within 12 months from the date of the Introduction, the Client shall pay the Agency's fee as set out in clause 5.3.

5.2 The Client shall pay the Agency a fee calculated in accordance with clause 5.3 where it Engages, whether directly or indirectly, any Candidate Introduced by or through the Agency within 12 months from the date of the Agency's Introduction.

5.3 The fee shall be calculated as a percentage of the Candidate's Remuneration applicable during the first 12 months of the Engagement (as set out in the table below). The Agency will charge VAT on the fee where applicable.

| Candidate's Remuneration (yearly salary) | Percentage payable as the Fee |
|---|--------------------------------------|
| All salaries | 25% |

5.4 Where the amount of the actual Remuneration is not known or disclosed, the Agency will charge a fee calculated in accordance with clause 5.3 on the maximum level of remuneration applicable for the position or type of position the Candidate had been originally submitted to the Client for and/or comparable position in the general marketplace.

5.5 Where the Engagement is for a fixed term of less than 12 months, the fee in clause 5.3 will apply pro-rata. Where the Engagement is extended beyond the initial fixed term or where the Client re-Engages the Candidate within 12 months from the date of planned or actual termination of the first Engagement, the Client shall pay a further fee based on the Remuneration applicable for the period of Engagement following the initial fixed term period up to the termination of the second Engagement or until the Candidate has been engaged for a total of one year.

5.6 Charges incurred by the Agency at the Client's written request in respect of advertising or any other matters will be charged to the Client in addition to the fee and such charges will be payable whether or not the Candidate is Engaged.

5.7 In case of the Candidate does not pass the probationary period, the Agency reimburses 50% of costs paid by the Client.

6. Invoices

6.1 Except in the circumstances set out in clause 5.1, no fee is incurred by the Client until the Candidate signs the contract for the Engagement; whereupon the Agency will render an invoice to the Client for its fees.

6.2 The Agency shall raise invoices in respect of the charges payable and the Client agrees to pay the amount due within 7 days of the date of the invoice.

6.3 All invoices will be deemed to be accepted in full by the Client in accordance with the payment terms stated within clause 6.2 unless the Client notifies the Agency in writing within 5 days of the amount the Client disputes and the reason the Client disputes that amount. In the event the Client does so notify the Agency that it wishes to dispute part of an invoice, the Client shall pay the undisputed part of the invoice within the agreed payment terms and shall co-operate fully with the Agency in order to resolve the dispute as quickly as possible.

7. Equal Opportunities

7.1 The Agency is committed to equal opportunities and expects the Client to comply with all anti-discrimination legislation as regards the selection and treatment of Candidates.

8. Confidentiality and Data Protection

8.1 The following definitions apply in this clause 11:

Agreed Purposes means the sharing of Candidate Personal Data in order for the Client to assess the suitability of a Candidate for an Engagement.

Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures means as set out in the Data Protection Legislation in force at the time.

Data Protection Legislation means

- a)** the General Data Protection Regulation ((EU) 2016/679) (**GDPR**) and any national implementing laws, regulations and
- b)** any successor legislation to the Data Protection Act 1998 and the GDPR, once it becomes law.

Permitted Recipients means the Agency and the Client, the employees of each party, any third parties engaged to perform obligations in connection with these Terms.

Shared Personal Data means the personal data to be shared between the parties under these Terms. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject: name and contact information; qualifications and employment experience; remuneration and financial details; entitlement to work in the UK.

8.2 All information contained within these Terms shall remain confidential and the Client shall not divulge it to any Third Party save for its own employees and professional advisers and as may be required by law.

8.3 The Client shall not without the prior written consent of the Agency provide any information in respect of the Candidate to any Third Party whether for employment purposes or otherwise.

8.4 This clause 11 sets out the framework for the sharing of personal data between the Agency and the Client as data controllers. Each party acknowledges that one party (the **Data Discloser**) will regularly disclose to the other party (the **Data Recipient**) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

8.5 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.

8.6 Each party shall:

a) ensure that it has all necessary legal bases in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;

b) give full information to any data subject whose personal data may be processed under these Terms of the nature such processing. This includes giving notice that, on the termination of these Terms, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

c) process the Shared Personal Data only for the Agreed Purposes;

d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by these Terms;

f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and

g) not transfer any personal data outside of the European Economic Area unless the transferor:

h) complies with the provisions of Article 26 of the GDPR (in the event the third party is a joint controller); and

i) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or (iii) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.

8.7 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

a) promptly inform the other party about the receipt of any data subject access request;

b) provide the other party with reasonable assistance in complying with any data subject access request;

c) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;

d) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

e) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;

f) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of these Terms unless required by law to store the personal data;

g) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

h) maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for audits by the other party or the other party's designated auditor; and

i) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

8.8 The Client indemnifies and shall keep indemnified the Agency from and against any and all fines, losses, costs, liabilities, expenses and damages (including, but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all fines, interest, penalties and legal fees and expenses (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by the Agency arising out of or in connection with the Company's breach of this clause 11 or the Data Protection Legislation.

9. Consequences of termination

9.1 Termination or expiry of this Agreement, however caused, shall be without prejudice to any obligations or rights of either of the parties which may have accrued before termination or expiry and shall not affect any provision of this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.

9.2 Upon the termination or expiry of this Agreement each party shall promptly return any property of the other which it has in its possession or control.

10. General

10.1 Any failure by the Employment Business to enforce at any particular time any one or more of these Terms shall not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.

10.2 Headings contained in these Terms are for reference purposes only and shall not affect the intended meanings of the clauses to which they relate.

10.3 No provision of these Terms shall be enforceable by any person who is not a party to it pursuant to the Contract.

10.4 If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of these Terms shall remain in full force and effect to the extent permitted by law.

10.5 Any reference to legislation, statute, act or regulation shall include any revisions, re-enactments or amendments that may be made from time to time.

11. Notices

11.1 Any notice required to be given under these Terms (including the delivery of any information or invoice) shall be delivered by hand, sent by facsimile, e-mail or prepaid first class post to the recipient at its fax number or address specified in these Terms (or as otherwise notified from time to time to the sender by the recipient for the purposes of these Terms).

11.2 Notices shall be deemed to have been given and served,

a) if delivered by hand, at the time of delivery if delivered before 5.00pm on a business day or in any other case at 10.00am on the next business day after the day of delivery; or

b) if sent by facsimile or e-mail, at the time of despatch if despatched on a business day before 5.00 p.m. or in any other case at 10.00 a.m. on the next business day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the recipient informs the sender that the facsimile or e-mail message was received in an incomplete or illegible form; or

c) if sent by prepaid first class post, 48 hours from the time of posting.

12. Force Majeure

12.1 Neither the Client nor the Agency shall be liable for any breaches of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

12.2 Client accepts that the Agency shall not be liable for any breaches by the Consultancy of the obligations to the Client under this Agreement resulting from causes beyond the Consultancy's reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

13. Variation

13.1 No variation or alteration of these Terms shall be valid unless approved in writing by the Client and the Agency.

14. Applicable Law

14.1 The place of jurisdiction for all disputes arising out of or in connection with this agreement and its termination is Munich.

14.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Germany over any claim or matter arising under or in connection with this agreement.

Client Signature:

Print name:

_____ Date:

For and on behalf of **Client**

Noroutine GmbH Signature:

Print name:

_____ Date:

For and on behalf of **Noroutine GmbH**