Steinbach & Partner
Executive Consultants

General Terms and Conditions of Steinbach Consulting AG
Hereinafter abbreviated to "Steinbach & Partner"
(As of April 2012)

1. Execution of Assignment

It is the business understanding of Steinbach & Partner to execute a consultancy assignment issued to them in a professional, dynamic, effective and cost-optimized way. For this purpose, Steinbach & Partner shall implement target-oriented processes, competent teams and an appropriate search and selection methodology. Steinbach & Partner shall always observe all statutory regulations relevant to their task, e.g. regarding data protection or equal treatment.

2. Fee

The amount of the fee is governed by the individual personnel consultancy agreement. The fee is generally fixed. The fee scale is generally determined by the anticipated complexity of the search.

3. Advertising Costs

Advertisting costs shall be generally pre-financed by Steinbach & Partner. They shall then be charged to the client in the amount of the original publishing prices without added costs and with the advertising receipts, separate from the fee invoices.

4. Consultants' Travel Costs

4.1 Steinbach & Partner is obliged to keep the consultants' travel costs as low as possible, to the extent that is feasible for the project to run optimally.

4.2 Unless stipulated otherwise in individual contractual agreements, the following regulations shall apply:

4.2.1 Public transport according to expenditure without added costs.

4.2.2 Car journeys shall be billed at EUR 0.80 per kilometre, unless agreed otherwise in the personnel consultancy agreement.

4.2.3 Overnight stays according to expenditure without added costs.

4.2.4 Food expenses in accordance with receipts, the upper limit determined by the tax expenses regulations.

5. Applicant Travel Costs

Steinbach & Partner shall check the travel expenses claims submitted by the applicants for their accuracy, pay the travel costs to the applicants and charge them to the client without added costs, providing, upon the client's request, a list with details of the applicants, appointments, locations and the project number.

6. Method of Payment

6.1 All invoices from Steinbach & Partner contain the incurred VAT and are to be paid within 10 days following the invoice date without discount deductions.

6.2 Irrespective of repayment arrangements made by the client, Steinbach & Partner shall be entitled to always offset payments against outstanding liabilities and, as the case may be, shall be obliged to inform the client of this in writing.

7. Offsetting and Retention

The client may only exercise offsetting and/or retention vis-á-vis demands by Steinbach & Partner if its counterclaims are uncontested or recognized by Steinbach & Partner or have been established as legally valid against Steinbach & Partner.

8. Additional Staffing

If the client enters into a contract of employment or a freelancing agreement regarding a different position to the one given in the original project with an applicant/candidate introduced or made known to it by Steinbach & Partner within a year following the introduction or notification, Steinbach & Partner shall charge an additional fee in the amount of 25 % of the agreed annual remuneration plus VAT.

9. Scope of Service

Project scope, details of the kind of service, project duration, fee, (additional) cost regulation and due dates shall be regulated in the individual personnel consultancy agreement (Sections 1 – 4).

10. Non-solicitation

Steinbach & Partner is obliged not to solicit employees from the client within 12 months from the end of the last personnel consultancy assignment given to Steinbach & Partner.

11. Early Termination

11.1 Both contracting parties may terminate the personnel consultancy project covered by the agreement with four weeks' notice without giving any reason.

11.2 If the client terminates the personnel consultancy project covered by the agreement, Steinbach & Partner shall be entitled to charge for incurred expenditure up to the day that the project ended. Generally and unless agreed otherwise, Steinbach & Partner shall charge in this case 50 % of the next fee installment, which shall be payable upon receipt of the termination, as well as the accrued travel costs as a flat-rate severance payment.

11.3 If the client or one of its subsidiaries or affiliated companies employs a candidate who was designated by Steinbach & Partner and named to the client for the project work, within 12 months following notice of the termination, the client shall be obliged to pay the fee agreed in the personnel consultancy agreement in full or the difference that is still outstanding.

11.4 If Steinbach & Partner terminates the personnel consultancy project covered by the agreement, no further parts of the fee shall be charged, but simply the incurred expenses.

12. Guarantee of a Repeat Search at no Fee

If the employment relationship mediated by Steinbach & Partner is ended through a termination by the Client within a period expressly laid down in the personnel consultancy agreement, Steinbach & Partner shall undertake a repeat personnel search to fill the position covered by the agreement at no fee, limited to a period not exceeding 12 months.

13. Confidentiality

13.1 Steinbach & Partner is obliged to treat all company details, internal matters, particularly business structures, market plans, future developments, and competition-relevant data and facts as confidential. All staff of Steinbach & Partner are obligated in this respect.

13.2 The entire implementation of a consultancy project shall be exercised with the greatest possible discretion vis-á-vis non-participating third parties – including on the client's premises. This also means that personal data and confidential information from the personnel consultancy agreement as well as that which Steinbach & Partner learns within the scope of working on the personnel consultancy agreement, and also all contractual components must not be disclosed to third parties.

13.3 Reports, information on applicants and candidates are intended exclusively for the client. Disclosure to third parties or persons concerned is prohibited.

13.4 Steinbach & Partner shall assure each applicant of the discreet and confidential handling of the application process. The obtaining of a reference from the current employer without the applicant's consent is prohibited.

14. Final Provisions

14.1 Amendments and/or additions to a personnel consultancy agreement must be in writing.

14.2 The contractual relationship shall be exclusively subject to German law.

14.3 The place of performance for both parties' obligations arising from the contractual relationship shall be the registered office of Steinbach Consulting AG in Althütte.

14.4 The court with exclusive jurisdiction for disputes arising from the contractual relationship shall be Stuttgart, insofar as the client is a registered trader, a corporate body under public law or a special fund under public law.

14.5 Should individual provisions of the General Terms and Conditions be or become void or contain a gap, the contracting parties shall be obliged to replace the void provision or the gap with a clause that comes as close as possible economically and legally to the intention of the parties.