

General Terms and Conditions
Imagos TalentMining - Business Clients

§ 1 General

(1) These General Terms and Conditions (GTC) apply exclusively to talent referral services (TRS) offered by Imagos UG (haftungsbeschränkt) to business clients. These services support clients in their efforts to recruit qualified personnel for specific tasks, projects, positions, or career paths.

(2) These GTC are an explicit part of all - also future - offers, orders and agreements of Imagos in the field of personnel referrals. Agreements that deviate from these GTC, and contract additions, modifications and supplementary agreements, shall be in writing.

(3) By placing an order for the referral of candidates with Imagos, the Client accepts these GTC as the sole basis for the contractual relationship between him and Imagos. Any GTC of the Client shall not be effective, even if Imagos has not expressly rejected them.

§ 2 Duties of Contracting Parties

(1) Imagos TRS involves the following activities:

- Identification, consultation and implementation of appropriate methods for candidate selection
- Development of candidate profiles
- Scientific capability assessment (Valuando)
- Interviews, background and reference checks
- Assessment of candidates against profiles
- Development of resumes
- Presentation of candidates to Client
- Consulting Client on selection methods

(2) Imagos shall forward to the Client the details of only such candidates that meet the Client's requirements.

(3) The Client shall designate a qualified contact person for Imagos, who shall be able to make binding decisions on the Client's behalf during the term of performance of the contract (project manager).

(4) The Client undertakes to provide Imagos with all data and documents required for identifying and selecting candidates that meet the Client's requirements, without solicitation on the part of Imagos.

(5) The Client's duty of information also applies to relevant documents, activities and conditions that become known to the Client after placing an order with Imagos.

§ 3 Contract

(1) Offers shall always be non-binding. A contract shall only be deemed concluded by written confirmation of an order by Imagos. If Imagos performs the service without the Client receiving a prior order confirmation,

a contract shall be deemed concluded on commencement of performance of the service.

(2) A referral order is considered fulfilled, as soon as a bid, for which the Client included a candidate referred to him by Imagos, wins, or if a contractual relationship is concluded between the Client and a candidate referred to him by Imagos - whichever occurs first. It is not relevant for the fulfilment of the contract, when these events occur.

§ 4 Fees

(1) The Client undertakes to inform Imagos immediately, if conditions justifying the claim of the fee, as defined above, are fulfilled.

(2) Once the referral order has been fulfilled, the Client shall pay Imagos a referral fee. Unless otherwise agreed, if multiple candidates concluded contracts as a result of referrals made by Imagos, or multiple candidates were presented in a winning bid as a result of referrals made by Imagos, a fee is due for each candidate contracted or proposed.

(3) If the Client concludes a contract with a candidate referred to him by Imagos within 12 months after termination or expiration of the referral order, the referral fee is due on the date of signature of the contract.

(4) If a candidate proposed by Imagos has already applied for a position independently without involvement of Imagos, the Client is obliged to inform Imagos immediately after receipt of the application documents from Imagos. In case the Client omits to inform Imagos without delay, and the application results in the conclusion on a contract between the Client and the applicant, or the award of a tender, Imagos is entitled to claim the referral fee in full.

(5) If a contract is concluded for purposes other than specified in the original terms, this circumstance shall not affect the fee claim of Imagos. For the claim to be justified, it is sufficient that the efforts of Imagos have, among other factors, contributed to the winning of a bid, and a contractual relationship is concluded between the Client and a candidate referred to him by Imagos, respectively (contributory cause).

(6) If a third party concludes a contract with a candidate referred by Imagos, or presents a candidate referred by Imagos in a winning bid, as a result of documents or information forwarded by the Client, the Client owes Imagos the full referral fee.

(7) The service shall be performed on the basis of the prices and special terms and conditions defined in the specific service contract. The fee rates specified therein shall be binding.

(8) Where applicable, the Client shall notify Imagos of the parameters relevant for determining the fees due (e.g. selling price, number of billable days) without delay. If the Client does not disclose these parameters in full or without delay, Imagos is entitled to determine a market rate matching the applicant's qualifications.

(9) If a monthly fee is agreed between the Client and the candidate, the candidate's daily fee is pro-rated at an average of 22 working days per month.

(10) The use of special services, such as advertisement based recruitment through print or online media, or specific skills and personality tests, shall be agreed upon in writing between Imagos and the Client. Expenses for such services, as well as expenses incurred by Imagos for travel on the Client's request shall be invoiced separately.

§ 5 Payment

(1) Unless otherwise agreed in writing, all payments shall be due without deductions within seven calendar days from the invoice date.

(2) A payment shall only be deemed effected, if it has been credited to one of the bank accounts of Imagos. All amounts are net plus VAT, if applicable.

§ 6 Liability

(1) The referral of candidates by Imagos does not exempt the Client from verifying the candidates' qualifications. By including the candidates in his bids, or concluding contractual agreements with candidates referred to him by Imagos, the Client bears the sole responsibility for the selection decision.

(2) The information provided by Imagos on a candidate is based on information supplied by the candidate or by third parties. Imagos cannot assume warranty for the accuracy and completeness of the given information provided by candidates or third parties. No assurances can be made that a proposed candidate will not be referred to another Client.

(3) Imagos shall not be liable for circumstances or damages caused by referred candidates in the course of their activities. Imagos does not guarantee that candidates meet the Client's expectations toward their performance. Any recourse claims to that effect are excluded.

§ 7 Contract termination

(1) The Client may terminate the referral order at any time.

(2) The Client shall reimburse Imagos for any costs incurred up to the time of termination.

§ 8 Miscellaneous

(1) The Client and Imagos declare to treat confidentially and not to pass on to third parties, such data and information they have received about the other party, or a candidate.

(2) This obligation shall continue beyond the completion of the referral process. The contract partners shall also impose these obligations on their staff members and possibly on employed third parties.

(3) The Client and Imagos are aware that electronic and unencrypted communication (e.g. by e-mail) entails security risks. For this kind of communication neither the Imagos, nor the Client, shall therefore seek to enforce claims caused by a lack of encryption, unless encryption had been agreed in advance.

(4) Imagos performs advertising and market and opinion research in accordance with the Federal Data Protection Act (BDSG). The Client has, at any time, the right of objection in accordance with § 28 BDSG (4) against the use of his personal data for these purposes.

(5) All documents drawn up by Imagos are copyrighted. They are intended solely for personal or commercial use of the Client and may not be reproduced and distributed or shared with third parties.

§ 9 Final provisions

(1) If any provision of these GTC, or parts thereof, should be ineffective, the validity of the remaining clauses stays untouched. The invalid provision shall be replaced by a valid regulation with which the economic purpose of the invalid provision is achieved in the best possible way, in terms of contractual interpretation.

(2) Unless otherwise agreed in writing, the Client shall not hire or solicit the employment of Imagos' personnel without mutual consent during the period of agreement and 12 months thereafter.

§ 10 Applicable Law, Place of Performance, Jurisdiction

(1) These GTC are governed by the laws of the Federal Republic of Germany.

(2) The place of performance is the seat of Imagos. Jurisdiction for all disputes arising from a referral request is the seat of Imagos.

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