



Core Corp Holdings LTD Standard Terms of Business for Permanent Placements (Germany)

These standard terms of business are deemed to be accepted, concluded and ratified in accordance with the German Civil Code not limited to 242 of the German Civil Code, and sections 311(2) and 241(2) of the German Civil Code by the Client by virtue of its request for interview (face to face or by telephone) with a Candidate, its actual interview (face to face or by telephone) with a Candidate or its Engagement or employment of a Candidate within 12 months of either the Introduction date or last related communication date, whichever the later. Core Corp Holdings LTD ("Core") of Bramhall House, 14 Ack Lane East, Bramhall, Stockport, United Kingdom, SK7 2BY.

Definitions

"Candidate"	means the person introduced by Core to the Client.
"Associated Company"	one is a company of which the other (directly or indirectly) has control, or both are companies of which a third party (directly or indirectly) has control.
"Client"	means the person, firm or corporate body together with any subsidiary or associated company to which the Applicant is introduced
"Engagement"	means the engagement, employment or use of the Candidate by the Client, an Associated Company or third party on a permanent or temporary basis, whether under a contract of employment or contract for services, under an agency, license, franchise or partnership agreement, or any other engagement or association, whether directly or through a limited company of which the Candidate is, or becomes, an officer, shareholder or employee; and "Engages", "Engaged" or any other derivative of "Engagement" shall be construed accordingly.
"GDPR"	means The General Data Protection Regulation (GDPR) (EU) 2016/679 enacted in EU law and any subsequent revision, amendments or enactment into UK law.
"Data Controller"	means (i) "data controller" in the Data Protection Act 2018; and (ii) "controller" in accordance with the General Data Protection Regulation (EU) 2016/679;
"Introduction"	means:(i) the Client's request for an interview or actual interview of a Candidate in person or by telephone; or (ii) the passing to the Client of a curriculum vitae or other information which identifies the Candidate. "Introduced" or any other derivative of "Introduction" shall be construed accordingly.
"Placement"	occurs if a Candidate is Engaged in any way within 12 months of either the introduction date or last related communication date, whichever the later. "Placed" or any other derivative of "Placement" shall be construed accordingly.
"Remuneration"	includes base salary, 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 work (or for services where applicable) to be rendered to or on behalf of Client. Where Client provides a company car, a notional amount of €6,000 will be added to the salary in order to calculate Employment Agency's fee.



1. This Agreement

1.1 These terms constitute the entire Agreement between the parties and unless otherwise agreed in writing by a Director or authorized signatory of Core the terms prevail over any terms of business or purchase conditions put forward by the Client.

1.2 No variation or alteration to these terms shall be valid unless the details of such variation(s) are authorized in writing by a Director or authorized signatory of Core. A copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply. Variations in standard terms of business for a specific engagement will not constitute a precedent for future engagements, unless stated otherwise. Any variations to these terms agreed by Core are rendered null and void if the Client fails to adhere to clause 6.1. For the avoidance of doubt if the Client does not adhere to clause 6.1 then only standard terms apply.

1.3 The terms of this Agreement shall be deemed to be accepted by the Client and to apply by virtue of its request for interview (face to face or by telephone) with a Candidate, its actual interview (face to face or by telephone) with a Candidate or its Engagement or employment of a Candidate within 12 months of either the Introduction date or last related communication date, whichever the later. This clause 1.3 shall survive the termination of this agreement howsoever caused.

2. Client Obligations

2.1 In the event of the receipt of the Candidate's curriculum vitae or profile information by another recruitment agency, providing that Core provided the CV first, the Client shall reject it unless the agency furnishes the Client with a declaration from the Candidate that they were appointed to act on the Candidate's behalf.

2.2 If the Client seeks to engage a Candidate on a temporary or contract basis, the Client agrees to notify Core before any such offer is made to the Candidate; so that terms of business for temporary or contract Engagements can be agreed. In the event the Client fails to notify Core or rejects the relevant terms and engages a Candidate on a contract or temporary basis, then the Client accepts a one-off recruitment fee calculated as follows:

- Anticipated Candidate day rate x 260 x 40% = Estimated Fee.

3. Core's Obligations

3.1 Core warrants that it has been appointed to act on behalf of the Candidate.

3.2 In relation to each Candidate, Core shall be acting as an employment agency for the introduction of Candidates to be engaged for the benefit of or by the Client.

4. Fees

4.1 A fee is owed by the Client to Core if an Introduction of a Candidate is made and the Candidate is thereafter Engaged in any way within 12 months of either the Introduction date or last related communication date, whichever the later.

4.2 Fees are calculated as a percentage of the Candidate's first-year Remuneration Package. All fees are exclusive of VAT. VAT will only be charged when and where applicable, as Core is a UK entity, in most cases it is not applicable.

Permanent Placement Fee of 30%

4.3 No variation of the above fees shall be valid unless authorized by written letter from a Director or authorized signatory of Core. Any variation will be strictly subject to the terms of the variation letter.

5. Engagements

5.1 In situations when a Candidate is introduced by Core and subsequently Engaged by the Client in any way, a standard introduction fee of €20,000 in instances where: no reliable Remuneration information is made available by the Client, and (ii) no reasonable estimate of the first-year Remuneration package can be made.

6. Fees & Invoices

6.1 The fee becomes owed by the client to Core on the day the Candidate accepts an offer of Engagement or employment and is payable in full to Core within 30 days upon receipt of an invoice, into the bank account communicated by Core. Set offs against counterclaims shall be excluded, except in the case of counterclaims that are undisputed and or have been confirmed by a final and unappealable judgement.

6.2 All invoices will be raised on the day the Candidate accepts an offer of Engagement or employment and will be deemed to be accepted in full by the client 7 days after receipt of the invoice unless the client notifies Core in writing within those 7 days of the amount the client disputes and the reason the client disputes that amount. In the event the client does notify Core that it wishes to dispute part of an invoice, the client shall pay the undisputed part of the invoice within 30 days of receipt of the invoice and shall cooperate fully with Core in order to resolve the dispute as quickly as possible.

6.3 Core reserves the right to charge interest on overdue amounts at the rate of 8% per month above the European Central Bank ("**ECB**") base rate in force at that time in accordance with the Directive 2011/7/EU. It is agreed that this is substantial enough remedy for compensating Core for not having the overdue amount available as working capital.

6.4 For the purposes of clause 6.3, an amount is overdue if it has not been received by Core within the period specified in these terms or other written terms agreed with Core.

7. Notification of Engagement of a Candidate

7.1 Where the Client Engages a Candidate within 12 months of either the Introduction date or last related communication date, whichever the later, the Client shall remain liable to pay any fees as set out under these terms.

7.2 The Client agrees to notify Core within 7 days of an offer of Engagement made to a Candidate and provide the details of the first-year Remuneration Package offered.

7.3 The Client agrees to notify Core within 7 days of a Candidate's verbal or written acceptance of an offer of Engagement and to provide Core with full details of the Candidate's agreed first-year Remuneration Package and start date. The Client also agrees to notify Core within 7 days of any changes to either the first-year Remuneration Package or start date.

7.4 In the event of a breach of Clause 7.2 or 7.3, the Client agrees Core's estimate of the first year equivalent Remuneration Package for the purposes of calculating the fee due to Core.

7.5 Where a first year equivalent Remuneration Package cannot reasonably be estimated, a fee in accordance with Clause 5 (Engagements) shall be due to Core for work carried out in the sourcing of the Candidate. Note that this clause 7 is subject to the definition of Client as set out in clause 1.3.

7.6 All introductions are confidential. If a Candidate is passed to any third party by the Client resulting in the Engagement of the Candidate, then the Client shall be liable to pay the relevant fee as if the Candidate was engaged directly by the Client.

8. Refunds

8.1 In the event a Candidate leaves the Engagement following lawful termination by either the Client or the Candidate (except in the case of redundancy) within 10 weeks of its commencement, provided the Client (i) notifies Core in writing within 7 days of such termination, and (ii) the fee related to the engagement has been paid within 30 days of the Candidate's acceptance date as stated in clause 6.1, then Core shall pay the Client a pro-rata refund of the fee based upon the Candidate's last day of Engagement, up to a maximum of 10 weeks from the start date. For the avoidance of doubt, if the fee remains unpaid after the 30 days stated in clause 6.1 and the Candidate leaves the Engagement in line with clause 8.1, the fee is due in full to Core



- 0 -1 weeks - 25%
- 2 - 5 weeks - 20%
- 6 - 10 weeks - 10%

In any event a minimum administration fee of €400 Euro will be charged.

8.2 No refund shall be payable in relation to fees not paid within the payment terms set out in clause 6.1 or where the termination is through no fault of the Candidate.

8.3 In the event that the Client subsequently offers the Candidate an Engagement within a 6-month period from their leave date (irrespective of whether the Candidate accepts), then the full amount of the refund shall be immediately repayable by the Client to Core.

8.4 In the event that the Candidate does not commence employment, and provided the Client has paid the fee in accordance with clause 6.1, the Client may request either a full refund or a free Candidate replacement. Where a refund is due, the Client and Core may agree that Core shall not have to pay the refund provided that Core provides the Client with a suitable replacement Candidate at a reduced rate or at no charge as may be agreed.

9. Liability

9.1 Core accepts no liability for any loss or expense incurred arising directly or indirectly from the introduction of a Candidate. The Client is responsible for satisfying themselves as to the suitability of a Candidate, any work permits that may be required for the Candidate to be Engaged in Germany in accordance with the immigration laws of Germany and to the validity of all statements and information given prior to making an offer of Engagement including taking up Candidate references.

10. Law

10.1 These Terms are governed by the law of Germany and are subject to the exclusive jurisdiction of the Courts of Germany.

11. Bribery Confidentiality and General Data Protection Regulations

11.1 Each party shall comply with the General Data Protection Regulations (GDPR) (EU) 2016/679 is a regulation in EU law on data protection and privacy for all individuals within the European Union and the terms "Data Controller" and "Data Processor" will have the meanings given to them under the Act. To the extent that any data or information provided by one party to the other party contains personal data within the meaning of the Act or equivalent legislation, the party deemed to be the Data Processor will: (i) process such data and information only in accordance with the Data Controller's instructions; (ii) not transmit such data and information to a country or territory outside the European Economic Area without the Data Controller's prior written consent unless at least one of the permitted derogations set out in the GDPR ; and (iii) take such technical and organizational measures against unauthorized or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate.

11.2 Core is a recruitment business who comply with all applicable laws, statutes, directives and/or regulations relating to anti-bribery and anti-corruption including but not limited to the German Criminal Code, Sections 299 to 301 and 331 to 335. We do not engage in any activity, practice or conduct which would constitute an offence under the code; including but not limited to; to offer, promise, give, request, agree, receive or accept bribes. You will comply with German law for Anti-Bribery or equivalent (as amended from time to time), a copy of which is available from our website, including but not limited to implementing 'adequate procedures' in line with the guidance issued by the German government; promptly report to Agency any request or demand which if complied with would amount to a breach of either this Agreement or the Agency's Anti-Bribery Policy; ensure that any person associated with it who is performing services and/or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the [ClienUCandidate] in this clause. Any breach of this clause shall be deemed a material breach of this Agreement entitling Agency to terminate it immediately.

