

1. Brief note in advance

As your partner for recruiting in the field of IT, we support you by finding suitable candidates for you and workforces for hiring, as well as carrying out projects in the IT area for you in cooperation with our business partners. We offer you the following services in relation to this:

- Exact requirements analyses
- Search and selection of suitable candidates, business partners and workforces
- Compiling a video profile (if possible in terms of time and location)
- Coordination of interview dates
- Personal presentation of the candidates, business partners and workforces (if possible in terms of time and location)
- Sparring partner during and after your decision for a candidate/business partner/workforce.

We look forward to a successful and smooth cooperation with you. To ensure this, we have set out our General Terms and Conditions for you as an easily understandable overview. We kindly request that you read these attentively. We are available at any time in case of questions or comments.

Terminology: In this document, “we“ stands for DreiKreis Consulting GmbH. We address you as our client directly as „you“. We refer to people that we place in fixed employment as “candidates“ and those we appoint to carry out IT projects for you as “business partners“. If we speak of “hired workforce“, we mean persons we hire and who carry out work duties for you.

2. When our General Terms and Conditions apply

Our General Terms and Conditions apply to all contracts that we conclude with you, namely as soon as we have agreed in spoken or written form on the relevant contract content or, if this occurs sooner, as soon as you make use of our service. Your General Terms and Conditions do not apply, unless we recognise these in writing.

3. When, how and with whom a contract is concluded

A contract is concluded if you accept our offer in spoken or written form, or if we - in some cases with the help of our business partners - start carrying out the assigned project or send the appointed

workforce for hiring, as well as if you agree on a contract with the candidate or the candidate starts carrying out duties.

The contract comprises our offer, any individual agreements and these General Terms and Conditions. If any contradictions between these become apparent, they apply in the following order: individual agreement, offer, General Terms and Conditions, legal directives.

Our offer is valid for 14 days. Your orders that deviate from our offers or are not submitted until after expiry of the 14 days must be confirmed by us to be included in the contract. If you would like to modify or make additions to already concluded contracts, our explicit agreement is required.

A contract with the full remuneration entitlement for us also comes into effect if within 12 months after we have introduced you to the candidate/business partner/hired workforce, you or third parties who have received information from you about the candidate/business partner/hired workforce

- conclude a contract directly with the presented candidate/business partner/hired workforce, or in some way employ the latter (also as a freelancer) and do not include us in this, or
- the candidate/business partner/hired workforce is hired for a different position than envisaged, or
- you concluded a business with an equal purpose with the candidate/business partner/hired workforce, if their appointment is within our field of activity.

A contract with a remuneration entitlement for us does not come into effect if you prove that a candidate/business partner/hired workforce whom we recommend is already known to you through their own application, being approached by your employees or after introduction by another recruitment agency, or the application is already in process. If this process through which you have included the candidate/business partner/hired workforce in your database is older than 12 months, he/she is considered as introduced by us. This entitles us to remuneration in full.

Even if we regularly perform the service through our business partners and are not obliged to carry it out personally, we are your contract and contact partner in all cases.

4. This is your contribution

You are obliged to provide us with all information we need for our service, if possible in writing with relevant documents, as soon as you gain knowledge of it. This includes in particular

- the exact description of the position for which we are recruiting for you or the assignment we are carrying out for you;
- if, when and on what terms (start of contract, duration, agreed remuneration) you agree on a cooperation with the candidate/business partner/hired workforce suggested by us.
- whether a candidate/business partner/hired workforce we suggest had already applied to you;
- all the circumstances in your company, insofar as these affect the scope of the agreed service, the service location or the agreed remuneration;
- all circumstances regarding the projects we are carrying out for you.

Damage caused to us because you supply us with faulty, incomplete or outdated information or do not inform us of changes immediately are to be compensated by you at the already agreed conditions, or if nothing is agreed then according to our standard General Terms and Conditions. The same applies if we have undertaken activities that have become pointless due to a lack of information.

At the end of the month you compile a time log for the hours served by the business partner or the hired workforce and thereby confirm their availability as agreed. If you do not record a time log, it does not entitle you to withhold our remuneration.

5. How we invoice

We make out electronic invoices as soon as you have employed a candidate, or periodically at intervals (end of the month), when we carry out an IT project or appoint a workforce for you. For IT projects and hiring workforces, the invoice is based on the time logs confirmed by you.

The indicated sums do not include taxes and dues.

You settle our invoice within 14 days without deductions.

7 days after you have received the invoice, it is considered acknowledged and approved, unless you object to the invoice in writing with reasons. You are nevertheless obliged to pay the due invoice and to subsequently clarify any open questions with us.

If you pay our remuneration later, we are entitled to 1.5% of default charges per month from the due date, as well as € 12,- in fees per reminder.

We exclude the set-off of your claims against us with our claims against you.

6. How your data is handled

You are obliged to treat all information you receive from us in spoken or written form as strictly confidential. This applies in particular to our offers, contractual agreements and information about candidates/business partners/hired workforces. You handle all information about candidates/business partners/hired workforces responsibly and in compliance with all data protection regulations.

Information that you receive from us may be used exclusively to carry out or initiate a contract with us. You may not pass this on to third parties or use it directly or indirectly elsewhere. If we request information about it, you will explain to us how you protect our data and ensure its confidentiality.

You are obliged to indemnify us from third-party claims raised against us because you, in contravention of the agreement, have not safeguarded information sufficiently or not treated it confidentially.

On our part, we treat all secret information received from you with strict confidentiality. We oblige candidates/business partners/hired workforces to confidentiality about your information. Even so, we are not liable for their compliance.

7. No headhunting from the contract partner

For a period of 1 year after we have put forward a candidate/business partner/workforce, or if the latter takes on a position for a period of 1 year after the position has ended, you and associated companies may employ this candidate/business partner/workforce exclusively through us. If you would like to appoint a candidate/business partner/workforce directly, or if we find out that they were headhunted by you or your employees, our standard agency fee is due.

On our part, we will not headhunt your employees actively. However, we will include your employees in our process if they approach us of their own accord.

8. How long our agreement is valid for

We conclude contracts for an individually agreed time period. If, as an exception, we would like to terminate a project or workforce appointment earlier, we reserve the right to do so with a notice period of 1 month. After expiry of the time period, our candidate/business partner/workforce is withdrawn;

up until this point the agreed fee is due (pro rata). You have no further claims against us due to or after premature termination.

You can end assignments for carrying out projects at any time with a notice period of one month.

You can end the hiring of workforces, after the expiry of the minimum contract period (point 5. Additional clauses), with a notice period of 6 weeks to the end of each calendar month.

In certain cases, we reserve the right to immediate contract termination. In particular, we will terminate our service immediately if you infringe duties pertaining to our contractual relationship significantly or repeatedly. If you do not make due payments to us punctually or are restricted in your solvency, we can make our service dependent on your paying our fee in advance. You are not entitled to damage compensation claims in this case.

9. This is what we stand for

We set high service standards. We therefore select candidates/business partners/workforces hired for you very carefully and only suggest sufficiently qualified and competent persons of whom we are convinced that they fulfil your requirements. We trust that you have provided us with all important information in advance and that you consider thoroughly on your behalf whether you wish to appoint a person.

If you decide on a person and have reached an agreement with them, you also have sole responsibility for their selection, suitability (also in relation to necessary work and residence permits), work ethic and work results. We assume no guarantee for this, nor for the accuracy of the statements of the candidate/business partner/hired workforce in the documents or interview, nor that he/she will achieve certain results at work.

We do not guarantee either that we will be able to present you with a suitable candidate/business partner/workforce within a specific time period.

We are not contractually bound to the persons we introduce to you and do not receive compensation or other benefits from them.

10. Who is liable for what

We are only liable for damage we cause to you if you can prove at least gross negligence. We are liable legally for personal damage. For all claims pertaining to our business relationship with you, we are liable to a maximum of the coverage total of our business liability insurance, but no more than 1 million €.

We are not liable for damage that a candidate/business partner/hired workforce has caused.

You are obliged to indemnify us from claims that third parties raise due to the activity of the candidate/business partner/hired workforce or due to unlawful actions you have committed.

Protective effects in the interest of third parties resulting for you from the work of a hired workforce are to be exercised by you while indemnifying us and holding us harmless.

We exclude the set-off of your claims against us with our claims.

11. Also important

Austrian law is applied to the legal relationships. UN Sale of Goods Law is excluded.

Any disputes will be resolved before Viennese courts that have jurisdiction *ratione loci* and *ratione materiae*.

If it emerges that one or several agreements are invalid, ineffective or unfeasible, we will find a substitute agreement with you that corresponds the closest to the meaning and purpose of the obsolete agreement. All other clauses of these General Terms and Conditions continue to apply unmodified.

These General Terms and Conditions or individual agreements can only be modified in writing.

In addition, the following applies if we supply you with a candidate for fixed employment:

For successful placement in fixed employment, we receive a fee amounting to 25% of the gross annual salary agreed with the candidate, but at least 10,000€.

The basis for calculating the fee is the gross annual salary agreed with the candidate, including 13th and 14th monthly salary, bonus payments and other benefits with a remuneration character, including the expected fixed and variable commissions, special bonuses and pay rises in the first year of service.

If the candidate in fact receives a higher salary than originally agreed, we receive in addition 23% of the difference between the agreed and the actual salary upon closing of the first year of service.

The fee is due in full when you conclude a contract with the candidate, at the latest when the candidate starts work.

The following applies in addition if we supply workforces for you:

We hire workforces on your request which we appoint to perform your company assignments. We confer to you the management and supervision of the appointed workforces, as well as the right to issue instructions to them.

1. In return, we receive

We agree an hourly rate with you individually, which includes our fee as well as all salary and ancillary wage costs and legal dues that we must pay as the supplier.

When invoicing, we base it on at least the agreed working hours, or if none is agreed then the rate for standard working hours. If the hired workforce works beyond the agreed or standard working hours (including on-call duty), we charge for these working hours in addition. We charge for extra work and overtime according to the collective contract.

If the salary or ancillary wage costs, or any special bonuses, anniversary payments etc. increase, because this is determined in the collective contract or elsewhere, we adjust the hourly rate individually agreed with you in line with the day of the increase.

You bear the costs of the induction, further training and exceptional costs, such as expenses and travel expenses, as well as anniversary payments, bonuses or other special benefits, as well as the legal employer contributions.

2. Employee protection

During the hiring, you are responsible for complying with the employee protection regulations and duty of care, especially personal occupational safety, such as working hours protection and personal safety. In this respect, we have pointed out all relevant circumstances.

You declare explicitly that through the use of hired workforces, neither the wage or work conditions of your employees are compromised nor are workspaces threatened.

You ensure that the legal, collective contractual and other binding regulations of a general nature relating to working hours and holiday applicable to comparable employees within your company are complied with also for the hired workforce. You inform us of these when issuing a contract.

In accordance with § 10 AÜG, you treat the hired workforce the same as other fixed employees in your company. We point out § 10 Par. 1a AÜG. If a payment obligation arises for you from this, it does not affect the fee agreed between us.

If you do not comply with employee protection and duty of care obligations, or other obligations of these General Terms and Conditions, you will indemnify us and hold us harmless regarding claims by the hired workforce and third parties.

3. What you contribute

We must fulfil a range of duties when supplying a workforce. To do so, you must inform us of all circumstances relevant to the appointment before it starts. In particular, we must know what qualifications the supplied workforce is supposed to have and how the workforce is classified within your company in terms of the collective agreement, in addition the binding regulations of a general nature within your company (e.g. company agreements, corporate practices), including the relevant work and employment conditions with regard to working hours, holiday and remuneration.

You must also inform us immediately if occupational and employee protection law regulations pertaining to AÜG, including individual employee protection or contractor law, are not (or no longer) ensured, in addition of any breaches of occupational law duties or occupational accidents of the supplied workforce. You will report any occupational accidents immediately to the responsible authorities.

We are obliged to terminate the supply immediately if we discover that you are not complying with employee protection and duty of care obligations despite requests. In this case, you will indemnify us against claims by third parties and the supplied workforce.

You are obliged to inform us immediately in writing about the emergence of strikes within your company. If you neglect to do this, you will indemnify us and hold us harmless from any financial penalties in relation to this.

4. Further points for you to note

You bear the sole responsibility for employments that contravene the contract or law and free us from any liability.

You may only make use of the supplied workforce for the services agreed between us and not for supplying elsewhere (outsourcing). You will indemnify us and hold us harmless in this regard.

If claims arise during or after termination of the work by the supplied workforce, especially regarding patent or employee liability matters, or because confidentiality obligations or competition clauses have been contravened, you will deal with these exclusively and directly against and with the supplied workforce.

5. Minimum contract term

We invest a lot of time and resources into selecting the workforces that we supply for you. Each contract is therefore considered agreed for at least 12 months. If you order our services for a shorter period or would like to terminate ahead of time, we nevertheless charge the agreed monthly fee until the 12 months have expired.