

Additional Provisions for Human Resources Services provided to Serrala

§ 1 Definitions

In addition to the definitions set in the General Terms and Conditions of Procurement of Serrala (the "**Procurement Terms**"), the following definitions shall apply only within these Additional Provisions for Human Resources Services provided to Serrala (the "**HR Service Terms**"):

"Brokerage Fee": means the success-dependent brokerage fee Supplier can earn as defined in § 6 below.

"Candidate": means a person that has been, named and specified as potential candidate for a Search Position, to Serrala by Supplier.

"Comprehensive Candidate Material": means a file containing all documents in paper or digital format required to identify a Candidate and to provide a comprehensive impression of the Candidate's qualifications, skills and experience and Candidate's ability to work on the Search Position, including a recent curriculum vitae, as well as all relevant diplomas and certificates, and, depending on the individual case, further documents such as job references, certificates of good conduct, performance records etc.

"Employment": means Serrala engages the services of the Candidate in any capacity, including as an employee, independent contractor, consultant, or other representative.

"Preexisting Candidate": means a Candidate who, (i) is already in Serrala's database, (ii) has already been contacted about or interviewed for the Search Position within the past 12 months, (iii) Serrala has found or contacted through its own internal recruiting resources, including through the posting of Serrala's public job advertisements, without the aid of Supplier, (iv) has been introduced by any other supplier, in particular search firms within the last twelve months.

"Search Order": means Serrala's commission to Supplier in text form and for the individual case to introduce candidates for a specific Search Position.

"Search Position": means the individual open employment, freelancer, manager, or similar position with Serrala Group.

"Serrala Contact": means the person at Serrala specified to Supplier either in advance or in the Search Order as the contact person and addressee for profiles of Candidates.

§ 2 Applicability

1. This HR Service Terms shall apply to any Contract related to the placement or other procurement of employees, freelancers, or other personnel, in particular recruitment, head-hunting, talent acquisition, staffing agency or agency contracts on the recruitment of personnel, from Supplier to Serrala and shall be incorporated together with the Procurement Terms in every Contract concerning such aforementioned subject matter; and to every Contract referring or linking to these HR Service Terms.
2. These HR Service Terms shall take precedence over the Procurement Terms.

§ 3 Commissioning of Supplier's services

1. Serrala commissions job placements only on a case-by-case basis. This means that Serrala decides for each vacancy whether Supplier's services should be used to find a candidate for a Search Position, and if so, Serrala will inform Supplier and send a Search Order. The Search Order will include the job profile, as well as details of the salary, work location, previous experience required and any other specifications to the extent Serrala considers such as relevant. In case information provided by Serrala is not sufficient, Supplier will request Serrala for additional details.
2. Supplier must not commence a search process until Serrala has send the Search Order. Without a Search Order for the individual search case, Supplier must not introduce a Candidate for the Search Position.
3. The unsolicited sending of Candidate profiles or the sending of Candidate profiles without approval in accordance with § 3(1) and (2) above does not constitute any remuneration claim on behalf of Supplier, even in case of a Candidate's Employment with Serrala.

§ 4 Supplier's placement service

1. Supplier must present only such Candidates that are suitable for the Search Position and fulfill all requirements specified by Serrala. If a Candidate does not meet all requirements, Supplier shall explicitly point this out when presenting the Candidate.
2. Supplier shall provide Serrala with the Comprehensive Candidate Material for each Candidate at the time when Supplier introduces the Candidate for the first time.

3. Supplier will assist and support in the communication with Candidates, arrange introduction calls and interviews and collect and present information and data on each Candidate on Serrala's request for no additional fee.
4. Supplier will work in the interest of Serrala and will not ask or accept any compensation from Candidates or a third party for placements at Serrala.
5. Supplier must inform Candidate adequately about Serrala and the Search Position and must not make and wrong or misleading statement about Serrala or the Search Position.

§ 5 Limited warranty and liability

1. Supplier is not obliged to find or present Candidates for the Search Position. Supplier is entitled to present any Candidate to its other clients at any time. Supplier can at any time and without reason, refrain from introducing further Candidates. Supplier is not responsible for any delay or damage to Serrala caused by a delay in the search or in the presentation of Candidates and any liability of Supplier hereto is excluded. § 4(6) of the Procurement Terms is excluded.
2. Serrala can stop or change the recruiting process for the Search Position at any time, and without stating any reasons. The engagement of supplier is non-exclusive, and Serrala is free to engage other search firms.
3. If Supplier breaches its obligations under § 4(4) or (5), § 6(3)(e) or § 8, and such breach causes Serrala Group to be exposed to a claim by a Candidate or a third party, Supplier shall indemnify and hold Serrala Group harmless and bear all costs and expenses (including reasonable attorney's fees) necessary for Serrala Group's defense in and out of court.

§ 6 Supplier Brokerage Fee

1. Supplier earns the Brokerage Fee for the introduction of Candidates. Serrala shall pay the remuneration agreed in the Contract to Supplier in case of Candidate's Employment with Serrala Group. The Brokerage Fee is calculated based on the Candidates base salary, any benefits or bonuses are not considered for the calculation.
2. In case Supplier's remuneration is not defined in the Contract or otherwise, the following shall apply:
 - a. Supplier shall receive a Brokerage Fee in case of the Candidate's Employment with Serrala in the amount of 25% of such Candidate's annual compensation.
 - b. If Supplier is commissioned for more than one Search Position at a time or in succession (within 6 months), or if Serrala employs more than one Candidate introduced for one Search Position, Supplier's remuneration is reduced from 25% to 23% for the second Candidate and to 20% for the third and any successive Candidate.
3. The Brokerage Fee is subject to the following conditions and obligations of Supplier, and if one or more of these conditions are not fulfilled, Supplier is not entitled to any remuneration:
 - a. Serrala must employ the Candidate on the Search Position or a similar position. (A similar position is one that requires comparable education, skills, or experience)
 - b. Serrala must employ the Candidate within 12 months of Suppliers first introduction of the Candidate.
 - c. The Candidate must not be a Preexisting Candidate.
 - d. The introduction of the Candidate must be causal to the Candidate's Employment. This is not the case, if Supplier has not sent the Comprehensive Candidate Material to the Serrala Contact.
 - e. Supplier must not intentionally or grossly negligent provide Serrala with wrong or misleading information on the Candidate.
 - f. **The Candidate must be employed with Serrala for at least 12 months (for any employment in the USA or subject to US law 6 months). Any termination of employment by Serrala, or termination agreements between Serrala and Candidate, are not considered if Serrala ends the employment for reasons unrelated to the Candidate's person or performance.**
4. The Brokerage Fee shall be invoiced in two half installments. The first installment is due within 60 days of the Candidate's actual start date, and the second installment is due when the Candidate is employed by Serrala for the period in accordance with § 6(3)(f). In case a condition pursuant to § 6(3) lapses subsequently, in particular in case of an early termination (§ 6(3)(f)), Supplier shall refund the overpaid portion of the Brokerage Fee within 60 days.

§ 7 Non-solicitation

1. During the term of the Contract and for one year thereafter, Supplier shall not encourage or solicit any employee, independent contractor, vendor, or client of Serrala Group to leave or terminate his or her relationship with Serrala Group, or to enter into an employment or similar relationship with Supplier or any third party, for any reason.

2. In the event of a breach of Supplier's non-solicitation obligation, Serrala is entitled to claim a penalty payment from Supplier in the amount of the concerned employee's annual salary at Serrala. Such penalty payment shall constitute a minimum entitlement and shall not prevent Serrala from claiming any further damages.

§ 8 Fair recruiting and employment

1. In accordance with applicable law, Supplier has to:
 - a. Ensure equal opportunity and must not discriminate of potential candidates and will refer all qualified candidates regardless of race, color, religion, sex, marital status, national origin, age, sexual orientation or identity, handicap or disability, special status (e.g., as war veteran), or other protected class status.
 - b. Introduce and select Candidates, and communicate on salary expectation, in accordance with all laws on equal payment.
 - c. Respect Candidates potential non-disclosure and confidentiality obligations towards previous employers and inform Candidates respectively to prevent and infringement of such obligations.
2. Serrala will not disclose any Candidate's identity to any third-party entity, including the checking of references with colleagues or associates who might know the Candidate but have not been submitted as references.