

AGB (General Terms and Conditions)

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§1 SCOPE OF APPLICATION

Digilents GmbH (hereinafter referred to as "Digilents") provides personnel services and places qualified specialists and managers on behalf of a company seeking personnel (hereinafter referred to as "Customer"). Contracts between Digilents and the Customer are created by written acceptance of the offer by the Customer. Digilents reserves the right to refuse orders without giving reasons.

These General Terms and Conditions (hereinafter "GTC") apply to all orders during the entire term of the business relationship between the Customer and Digilents without, that it requires a renewed reference to the GTC. Deviating provisions in order agreements made with the Customer (hereinafter referred to as "Agreement") shall prevail. Deviations from these terms and conditions are only valid if they have been agreed in writing. If individual points of the General Terms and Conditions are changed contractually, the other points of the General Terms and Conditions remain unaffected and continue to be valid. Amendments to the General Terms and Conditions shall become legally valid for all current and future business relations of the Customer with Digilents at the beginning of the month following the relevant information to the Customer, unless Digilents receives a written objection from the Customer within 14 days.

§2 DIGILENTS SERVICES

Digilents supports the customer in filling positions for specialists and executives (in the following: "candidates") and recruits suitable candidates for this purpose who correspond to the jointly determined requirement profile. Digilents will provide the client with selected candidate profiles, which best match the criteria specified by the client. Furthermore Digilents will inform the client about the salary expectations and the temporal availability of the candidate and give a subjective assessment of the candidate's personality. Testimonials and/or reference providers of the candidates may also be added upon request. Digilents does not assume any responsibility for the accuracy of the information provided in the candidate profiles.

§3 SERVICES AND OBLIGATIONS OF THE CUSTOMER

The Client will provide Digilents with all information/documents necessary for a successful filling of the Client's vacancies, in particular such information that Digilents may disclose to in the process with the candidates to this (e.g. PR/Media Kit, job descriptions, budgets/salary levels, employer portraits etc.). Similarly, Client will inform Digilents via of any items that may not be disclosed under any circumstances. The Client will inform Digilents via the companies associated with it whose employees may not be put forward as candidates. The Client will provide Digilents with qualified feedback on the proposed candidate profiles within 5 business days. The final review and suitability of candidates in

particular the review of references, testimonials and other qualifications is the responsibility of the Client. If the Client is pre-acquainted with a candidate presented, the Client shall immediately notify Digilents and Digilents will not provide any further services with respect to that candidate, except at the express request of the Client. If a vacancy has been filled through other sources or has been eliminated, the Client is required to notify Digilents within 3 business days. In case of a successful placement, the Client will inform Digilents without delay as soon as a proposed candidate signs a service or employment contract with the Client. He will provide Digilents with all relevant documents (in copy) for the calculation of the amount of the fee claim. The Client shall inform Digilents immediately in writing of any changes in the company name, legal form, address and invoicing.

Contact persons and data protection: The customer guarantees that his employees as contact persons of Digilents have been informed about the Digilents data protection declaration and agree to the processing of their personal data for the purpose of fulfilling the contract with Digilents (job placement). The Customer shall indemnify Digilents and hold Digilents free and harmless.

§4 CONFIDENTIALITY

Digilents is according to the Federal Data Protection Act and contractually bound to data secrecy and thus to confidentiality. A passing on of customer-related data and information does not take place, as far as not necessary and co-ordinated for the fulfilment of its order. Digilents guarantees its customers absolute confidentiality. About information, which one contracting party of the other in the context or in connection with the execution of this contract learns or to the knowledge takes, is in principle silence opposite third to be kept. This obligation does not end with the termination of the contract. The customer commits himself opposite Digilents and in the interest of the candidate to the confidential treatment of the left candidate profiles. The customer assures not to pass on or make accessible the profiles and documents provided to him to third parties or employees of the customer who are not involved with the contractual services. The direct contact to the applicants presented by Digilents as well as their references may only take place after prior approval by Digilents. The Customer shall fully indemnify Digilents from any claims and claims of candidates or third parties arising or asserted against Digilents in connection with any violations of data protection regulations on the part of the Customer.

§5 FEES

In the event of a successful placement of a candidate presented by Digilents, the Customer undertakes to pay the remuneration agreed in the individual contract. All fees are payable plus VAT. The fee claim arises as soon as a candidate is hired by the client within 24 months after presentation by Digilents by service or employment contract and is due immediately upon conclusion of the contract between client and candidate. This claim remains valid even if the contract between the client and Digilents is terminated in the meantime. The fee claim of Digilents arises equally if a service or employment contract has been concluded for a position other than the one commissioned. In this case, the fee for the position that was filled by the candidate applies. Digilents does not bear any travel expenses. Should another recruiter or personnel consultancy propose the same candidate to the client as Digilents, the service provider who demonstrably first approached the candidate to the client will be entitled to the fee.

§6 INVOICING

The Customer will receive for the services rendered in principle per order from Digilents a fee invoice, if necessary also several, after temporally separated due dates. Each invoice is a clear and serious request for payment. All payment obligations are to be settled within 14 days. After the expiry of the 14 days, Digilents will be in default without any further notice, including but not limited to a reminder. Digilents is entitled to charge, in addition to the statutory interest on arrears, from the day of expiry of the payment deadline, a further 0.05% of the respective open invoice amount per day, limited to a maximum of 5% of the total amount. This does not apply if the customer proves that he did not culpably miss the payment deadline.

General Terms and Conditions of Digilents GmbH

As of: 18.06.2021

Digilents GmbH is referred to as "Digilents" in the following text



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§7 LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

Both parties are only liable for intent and gross negligence on the part of their own employees. Digilents assumes no liability and/or warranty for the legal or actual possibility of the activity of the candidate for the customer, in particular, but not exclusively, with regard to any notice periods or non-competition clauses from previous employment relationships or activities of the candidate with or for third parties. The same applies for any liability for fault of the candidate in the context of his future activity for the customer.

§8 FINAL PROVISIONS

The GTC are subject to the law of the Federal Republic of Germany. The place of jurisdiction is Stuttgart. Should one of the provisions of these General Terms and Conditions be wholly or partially invalid, this shall not affect the validity of the remaining provisions. Subsidiary agreements, amendments and supplements must be in writing in order to be valid.

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Geschäftsführer: Markus Fost

Wir verweisen auf unsere Allgemeinen Geschäftsbedingungen, abrufbar unter www.digilents.com/agb. Auf Wunsch senden wir Ihnen diese auch gerne zu.