

## General Conditions for Contingency Search Services

### 1 Scope

- 1.1 These general conditions apply as between Münchener Rückversicherungs-Gesellschaft Aktiengesellschaft in Munich (hereinafter referred to as "Munich Re") and the consultant (hereinafter referred to as "Consultant") during the entire term of their business relationship and concern the placement of personnel on a contingency basis by the Consultant.
- 1.2 The placement of personnel on a contingency basis by the Consultant is subject to these general conditions. Munich Re shall not be bound by the Consultant's general terms and conditions unless this has been expressly agreed in writing.
- 1.3 These general conditions do not serve to order services from the Consultant and do not give rise to remuneration obligations on the part of Munich Re. Services will be ordered on the basis of purchase orders or e-mails placed by Munich Re and written confirmation of the orders or e-mails by the Consultant (hereinafter referred to as the "Individual Contracts").
- 1.4 Individual Contracts may be concluded between the Consultant and Munich Re, but also between the Consultant and the companies that are co-beneficiaries in accordance with item 2 (hereinafter referred to as "Co-beneficiary Companies"). In the latter case, the provisions of these general terms shall only apply to the Individual Contracts if the respective Individual Contracts make express reference to the application of these general terms.
- 1.5 These general terms shall not create a legal obligation for Munich Re, the Co-beneficiary Companies and the Consultant to conclude any Individual Contract.

### 2 Definition of Terms

In these general conditions, the following definitions shall apply:

**"Employment"** refers to the hiring of a Candidate by Munich Re on the basis of a contract of employment that is limited or unlimited in time.

**"Gross Fee"** refers to the fee payable or paid by Munich Re to the Consultant in the case of Successful Engagement, plus the statutory value-added tax (VAT).

**"Successful Engagement"** refers to the conclusion of a contract of employment between the Consultant and Munich Re or a subsidiary.

**"Candidate"** refers to any natural person in respect of whom or whose qualifications the Consultant provides Munich Re with information (e.g. CV, testimonials, etc.) or whom the Consultant proposes to Munich Re for hiring and who Munich Re regards as qualified and invites to an interview. "Candidate" within the meaning of these general conditions does not include any person who, independently of the Consultant, apply in parallel for a vacancy with Munich Re, provided that Munich Re can evidence this. Persons who already have a time-limited or unrestricted contract of employment with Munich Re or an affiliated company within the meaning of Section 15 of the Stock Corporation Act (AktG) shall not be deemed a Candidate.

**"Basic Annual Remuneration"** is the basic annual salary consisting of 12 gross monthly basic amounts contractually payable in the event of Employment by Munich Re to the Candidate placed by the Consultant, without variable remuneration components, without bonuses, without monetary or other additional benefits and without benefits in kind.

### 3 Co-beneficiary Companies

Companies affiliated with Munich Re in terms of Article 15 of the German Stock

Companies Act are entitled to avail themselves of rights accruing to Munich Re under this contractual relationship and the conditions agreed herein, particularly price agreements, in connection with Individual Contracts; however, a contract for the benefit of a third party is not intended with this.

**4 Commissioning**

The Consultant will be commissioned by Munich Re or directly by a Co-beneficiary Company. Each commissioning requires the conclusion of a separate written Individual Contract.

**5 Services of the Consultant**

- 5.1 The Consultant shall provide Munich Re with the CV and/or similar information about a Candidate for a selected position.
- 5.2 The Consultant shall perform the pre-selection and vet the suitability of each Candidate proposed to Munich Re. Upon request, the Consultant shall make available to Munich Re further information about the Candidate (e.g. testimonials, information on availability, notice terms, salary expectations, etc.), and, where required, obtain references about the Candidate or provide referrers.

**6 No Exclusivity**

Munich Re has no obligation to work on an exclusive basis with the Consultant. It shall, however, be free to seek suitable staff elsewhere also. This applies in particular to Candidates who apply to Munich Re on their own initiative or are introduced on the initiative of third parties or come from Munich Re's own network. Furthermore, Munich Re shall not have a duty to conduct interviews with a particular Candidate and/or to enter into an Employment situation with him/her.

**7 Safeguard Clause**

For a period of two years from the date of the contract of Employment, the Consultant shall not poach any staff member from Munich Re to work for another employer.

**8 Notification of Employment**

Munich Re shall notify the Consultant without delay if a Candidate has accepted a job offer submitted by Munich Re. It shall also notify the Consultant of all relevant information on the Basic Annual Remuneration agreed with this Candidate.

**9 Salary of a Candidate**

The Consultant shall refrain from influencing a Candidate's salary in any manner.

**10 Remuneration and Settlement**

10.1 Unless otherwise agreed between the parties, Munich Re shall compensate the Consultant for its services in the case of Successful Engagement with a fee. The respective fee shall be calculated as a percentage of the Basic Annual Remuneration of the successfully placed Candidate:

Fee (%) for initial Successful Engagement	20 %
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If Munich Re has agreed with a Candidate on Employment for a period of less than 12 months, the fee shall be calculated on a pro rata temporis basis.

10.2 Munich Re reserves the right to agree project prices.

10.3 If it is necessary to advertise a vacancy, this shall be agreed in advance and in writing with Munich Re, and a quote for the advertisement submitted. In such case and with Munich Re's written consent, the advertising costs may be invoiced at the original net price against production of corresponding evidence.

10.4 The Consultant shall charge Munich Re its fee after Munich Re has entered into an Employment with a Candidate and has notified the Consultant thereof.

10.5 In the case of Successful Engagement, the Consultant shall charge

any refundable advertising costs together with its fee. To the extent that the Consultant is entitled to deduct pre-tax, it shall first deduct its reimbursable pre-tax from the gross amount of the corresponding bill for the advertising costs, and only invoice the residual amount concerned as net amount together with its net fee. From the total net amount composed of fee and advertising costs, the Consultant shall then calculate the statutory VAT and show separately on the invoice next to the gross total amount. In the event of an unsuccessful engagement, the Consultant shall invoice the reimbursable advertising costs separately.

- 10.6 Value added tax as required by law is understood to apply to all remuneration and to costs to be reimbursed by Munich Re in accordance with the applicable provisions.
- 10.7 The Consultant's invoices in due and proper form shall be payable 30 days after receipt by Munich Re.
- 10.8 If Munich Re engages a Candidate proposed by the Consultant for a job that is unrelated to the job that was originally proposed, and/or if the Candidate is not hired by Munich Re within 12 months of the contact, no fee shall be payable to the Consultant.
- 10.9 Payments made by Munich Re to the Consultant shall not imply an acknowledgement that the service rendered by the Consultant is in accordance with concluded contracts and to these general conditions.

## **11 Expenses**

The fee rendered by the Consultant shall be in full settlement of all of the Consultant's outlays, expenses and costs incurred in connection with placing a Candidate. Excepted therefrom are merely a Candidate's travel expenses to the job interview at Munich Re; Munich Re shall reimburse these directly to the Candidate.

## **12 Refund**

- 12.1 In the event that the Employment of the Candidate ends within six months of its commencement and Munich Re evidences this to the Consultant, the latter shall refund to Munich Re the gross fee paid to it and shall do so within 30 days of such notification, subject to the following conditions:
  - 1. In the event of termination in the first or second month after commencement of the Employment, 90% of the gross fee shall be refunded to Munich Re;
  - 2. In the event of termination in the third or fourth month after commencement of the Employment, 50% of the gross fee shall be refunded to Munich Re;
  - 3. In the event of termination in the fifth or sixth month after commencement of the Employment, 25% of the gross fee shall be refunded to Munich Re.
- 12.2 The refund duty shall cease to apply if Munich Re terminates the Candidate's Employment for any reason other than gross misconduct.
- 12.3 In the event that the Candidate fails to commence the Employment, the Consultant shall refund Munich Re 100% of the gross fee paid to it.
- 12.4 In the event of a refund of the fee, the Consultant shall draw up for Munich Re a correspondingly amended, due and proper invoice.

## **13 Renewed Search**

Instead of the refund, Munich Re may, in cases pursuant to above mentioned item Refund, demand that the Consultant, without further costs for Munich Re, look for new, suitable personnel for the vacancy that was originally to be filled with the Candidate.

## **14 Confidentiality and Data Protection**

- 14.1 The Consultant undertakes to use all information, documents and other aids received in connection with this agreement and performance of the Individual Contracts solely to fulfil its duties to Munich Re. In addition, the Consultant undertakes to preserve the confidentiality of all information of which it gains knowledge in connection with this master agreement and performance of the Individual Contracts as well as of the conclusion, subject matter and content of this master agreement and of the Individual Contracts, and to take such measures as may be necessary to prevent acquisition and use of same by third parties. The Consultant may disclose information to such persons directly involved in the performance of this master agreement or of the Individual Contracts only to the extent that is necessary for performing such duties. This also applies with regard to candidates, to whom the Consultant may only disclose such information as is necessary for filling a vacancy. The Consultant shall ensure that the candidate refrains from passing on this information to any third parties. Furthermore, the Consultant undertakes to ensure that his/her employees, freelancers, and other persons employed by it in the performance of its obligations also comply with these confidentiality obligations.
- 14.2 Munich Re shall treat in confidence the CV or other information about a candidate received from the Consultant and the documents to be produced by the Consultant.
- 14.3 The obligation to maintain confidentiality shall continue to apply even after this master agreement and the Individual Contracts have terminated.
- 14.4 Upon the master agreement and Individual Contracts coming to an end or even earlier upon request, the Consultant shall return to Munich Re all written records and other data carriers received from Munich Re under this master agreement or an individual contract. This shall be confirmed in writing should Munich Re so request. The Consultant is not obliged to return these items if it is subject to a legal or official retention requirement.
- 14.5 The duty of confidentiality in accordance with this article confidentiality and data protection shall not apply to information
- which is generally available to the public or becomes available through no fault of the Contractor;
  - which can be shown to have been in the Contractor's possession prior to disclosure;
  - which was independently developed by the Contractor; or
  - whose disclosure is required on the basis of a legal or official regulation or court ruling.
- 14.6 The Consultant undertakes to respect the relevant data protection laws, and in particular to ensure staff members and other persons employed by it in the performance of its obligations give an undertaking in respect of data confidentiality in accordance with the General Data Protection Regulation. Upon demand, the Consultant shall provide Munich Re with evidence thereof.
- 14.7 The Consultant undertakes to fulfil the information duties of Munich Re stipulated in Art. 14(1), (2) of the General Data Protection Regulation 2016/679 (GDPR) towards the candidates. Munich Re will provide an information template to the Consultant. The Consultant will forward this template to each of the potential candidates within one month (Art. 14 (3a) of the GDPR) after submitting their personal data to Munich Re.
- 14.8 The Consultant confirms that candidates have given consent according to GDPR for the transfer of their personal data to Munich Re and will demonstrate this consent if requested by Munich Re. The consent of the

candidate must also cover the notification according to item 8 of this agreement.

## **15 General Equal Treatment Act**

The Consultant, its employees, freelancers, and other persons employed in the performance of its obligations undertake to comply with the provisions of the General Equal Treatment Act (German AGG). By means of appropriate agreements with the Consultant's employees, freelancers, and other persons employed in the performance of its obligations, the Consultant shall ensure observance of the requirements of the AGG by these persons as well. Furthermore, the Consultant confirms herewith that it and its employees, freelancers and other persons employed in the performance of its obligations have been informed of the contents of the AGG. If Munich Re is held liable for a violation of the AGG by the Consultant, it shall hold Munich Re harmless in respect of any third-party claims made in connection with such violation.

## **16 Corporate Responsibility**

Munich Re is a member of the UN's Global Compact initiative, thus committing itself to protecting human rights, preventing forced, compulsory and child labour, promoting environmental protection, and combating corruption. As a prerequisite for cooperation, Munich Re also expects its business partners to comply with the principles laid down in the UN's Global Compact. In the event of breaches of these principles, Munich Re reserves the right to cancel the contractual relationship by way of extraordinary termination for good cause.

## **17 Miscellaneous**

17.1 The Consultant shall not, even after termination of the contractual relationship, cite Munich Re as a client for reference purposes or otherwise name Munich Re in the context of publications or promotional measures without the latter's prior written consent, such consent being revocable at any time. The same shall apply to use of Munich Re's logo.

17.2 Any amendments and supplements to concluded contracts and to these general conditions shall not be valid unless made in writing. The same shall apply to any agreement between the contracting parties in respect of a waiver of the written form.

17.3 The contractual relationship between Munich Re and the Consultant, the performance of the agreed services and any claims arising therefrom shall be governed solely by German law to the exclusion of any rules of law designating another legal system as being applicable.

17.4 Munich shall be the place of performance and venue.