

General Conditions for Contingency Search Services

1 Scope

These General Conditions for Contingency Search Services ("**General Conditions**") apply between Münchener Rückversicherungs-Gesellschaft Aktiengesellschaft in München ("**Munich Re**") and the Consultant ("**Consultant**") for the term of their business relationship.

Any placement of personnel on a contingency basis by the Consultant shall be subject to these General Conditions. Consultant's general terms and conditions do not apply, unless otherwise agreed in writing.

2 Definitions

The following words and expressions have the following meanings:

"Affiliate" means an entity, which, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with a party.

"Basic Annual Salary" means the gross basic annual remuneration consisting of 12 monthly payments contractually agreed in the Successful Engagement. The Basic Annual Salary does not contain variable remuneration components, bonuses, monetary or other additional benefits and benefits in kind.

"Candidate" means an appropriately qualified individual proposed by the Consultant for a Selected Position. Excluded are individuals who apply for an advertised position independently and without intervention of one of the parties, which has to be demonstrated by Munich Re. Also excluded are individuals who already have a time-limited or unrestricted contract of employment with Munich Re or a Munich Re Affiliate.

"Co-beneficiary Companies" means Affiliates of Munich Re.

"Compensation" means the gross fee payable or paid by Munich Re to the Con-

sultant in the case of a Successful Engagement, plus the statutory value-added tax (VAT).

"Employment" means the hiring of a Candidate by Munich Re on the basis of an employment contract, limited or unlimited in time.

"Individual Contract" means the commissioning via purchase order or e-mail placed by Munich Re and confirmed in writing or e-mail by the Consultant.

"Proposal for Hiring" means the arrangement of a contact to a Candidate related to a Selected Position and the provision of qualified information (e.g. CV, testimonials, etc.).

"Selected Position" means an advertised specific vacancy for which Munich has commissioned the Consultant via Individual Contract.

"Successful Engagement" means the Employment of a Candidate proposed by the Consultant for a Selected Position within a timeframe of 12 months from the Proposal for Hiring.

3 Commissioning

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

These General Conditions do neither give rise to remuneration obligations nor the obligation to enter into Individual Contracts.

4 Contingency Search Services

The Consultant shall make Proposals for Hiring and provide CVs and/or similar information about Candidates for a Selected Position.

Each Proposal for Hiring shall be subject to the performance of a pre-selection on qualification and suitability of the respective Candidate. Upon request, the Consultant shall make available further information about the Candidate (e.g. testimonials, information on availability, notice terms, salary expectations, etc.), and, where required, obtain references or provide referers.

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

The consultant is not entitled to represent Munich Re vis-à-vis the candidate or other third parties.

5 No Exclusivity

Munich Re has no obligation to commission the Consultant on an exclusive basis and shall be free to seek suitable staff elsewhere. In particular, Munich Re shall not refrain from contacting and hiring Candidates who apply on their own initiative, are introduced by a third party or come from Munich Re's own network.

6 Safeguard Clause

For a period of 12 months from the date of the Successful Engagement, the Consultant shall not poach a hired Candidate from Munich Re to work for another employer.

7 Notification of Employment

Munich Re has no duty to conduct interviews with a particular Candidate and/or to enter into an Employment.

As soon as a Candidate has accepted a job offer by Munich Re for a Selected Position Munich Re shall notify the Consultant without delay and provide all relevant information on the Basic Annual Remuneration.

8 Remuneration and Settlement

The Compensation in case of a Successful Engagement shall become due and payable if the Candidate was hired within 12 months from the Proposal for Hiring for the Selected Position in respect of which the Consultant has been commissioned for.

For the avoidance of doubt, no Compensation shall become due if a Candidate originally proposed by the Consultant for a Selected Position decides to apply for another position at Munich Re without conscious intervention of either party or if the Employment is made later than 12 months from the Proposal of Hiring.

The Compensation shall be calculated as a percentage of the Basic Annual Salary:

Fee (%) of Basic Annual Salary	28 %
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If the Successful Engagement is for a period of less than 12 months, the Compensation shall be calculated on a pro rata temporis basis.

Subject to Munich Re HR Team's prior consent the following shall apply in case of a particular difficult search and Selected Position:

Due to an increased difficulty of a search and position Munich Re will pay an amount of 5.000 € (First Instalment) upfront. The First Instalment can be kept by the Consultant as allowance for expenses, even in case of an unsuccessful search. However, if the search leads to a Successful Engagement, in return for Munich Re's commitment, the Fee payable to the Consultant will be

Fee (%) of Basic Annual Salary	25 %
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In addition, the First Instalment will be credited against the final amount payable for a Successful Engagement.

Further, Munich Re reserves the right to agree project prices.

Any active public advertisement of a Selected Position shall be agreed in advance

and in writing, including a quote for the advertisement submitted. Upon such prior consent, the advertising costs shall be invoiced at the original net price against corresponding evidence.

The Consultant shall charge agreed 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.

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.

The Consultant's invoice in due and proper form shall be payable 14 days 2% discount, 60 days net after receipt by Munich Re.

Payments by Munich Re do not constitute an acknowledgement of proper performance.

9 Expenses

Except as otherwise provided in Clause 8, the Compensation constitutes a full settlement and covers all of the Consultant's outlays, expenses and costs incurred in connection with placing a Candidate.

A Candidate's reasonable travel expenses to attend a job interview at Munich Re shall be reimbursed directly to the Candidate.

10 Refund

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 Compensation paid and

shall do so within 30 days of such notification, subject to the following conditions:

- a) In the event of termination in the first or second month after commencement of the Employment, 90% of the Compensation shall be refunded;
- b) In the event of termination in the third or fourth month after commencement of the Employment, 50% of the Compensation shall be re-funded;
- c) In the event of termination in the fifth or sixth month after commencement of the Employment, 25% of the Compensation shall be refunded.

No refund shall take place if the Employment is terminated by Munich Re for any reason other than gross misconduct.

In the event that the Candidate fails to commence the Employment, the Consultant shall refund Munich Re 100% of the Compensation.

A proper statement of account/corrected invoice must be provided for each refund.

11 Renewed Search

Instead of a refund, Munich Re may require the Consultant to search a new Candidate for the Selected Position, under crediting of the refund amount.

12 Confidentiality and Data Protection

The Consultant undertakes to use all information and documents received within the business relationship with Munich Re, including these General Conditions, solely to fulfil its duties under these General Conditions and the Individual Contracts and shall keep such information strictly confidential. The Consultant shall take appropriate measures to prevent acquisition and use of confidential information by third parties. The Consultant may disclose information to such persons directly involved in the performance of 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 Selected Position. The Consultant shall ensure that the Candidate refrains from passing on this information to 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.

Munich Re will treat confidential the CV and other information about a Candidate received from the Consultant and the documents to be produced by the Consultant.

The obligation to maintain confidentiality shall continue to apply even after the business relationship and the Individual Contracts have terminated.

Upon termination of the business relationship or earlier at any time upon request, the Consultant shall return to Munich Re all written records and other data carriers received from Munich Re and confirm this in writing upon request, unless the Consultant is subject to a legal retention requirement. In the latter case, the Consultant shall provide copies.

Information will not be considered confidential if a party can prove that:

- a) it already lawfully possesses the information,
- b) the information is being lawfully made available to it by a third party,
- c) it developed the information independently, or
- d) the information is or becomes publicly available other than as a result of any action the party.

The Consultant undertakes to comply with all 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.

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.

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 Clause 7 of these General Conditions.

13 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 German General Equal Treatment Act (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.

14 Corporate Responsibility

The Consultant acknowledges that the Munich Re Group is subject to the German Supply Chain Due Diligence Act (GSCDDA) and is obliged to ensure human rights, environmental standards and good corporate governance along its entire supply chains. As a compulsory prerequisite for the contractual cooperation with the Consultant, Munich Re expects the Consultant's adherence to Munich Re Group's Supplier Code of Conduct and the principles of the United Nations Global Compact. In particular, the Consultant shall

- a) comply with the expectations communicated by Munich Re in Munich Re Group's Supplier Code of Conduct and to address them within the supply chain;
- b) inform Munich Re about any material compliance violations in the Consultant's own area of responsibility and the supply chain that come to its attention;
- c) properly select and monitor its supply chain partners;
- d) grant Munich Re appropriate inspection and audit rights in order to enable Munich Re to determine if the Consultant is in compliance with these obligations.

The Consultant's duties set forth in this clause are principal contractual obligations and any relevant violation shall be good cause for extraordinary termination for Munich Re.

15 Final Provisions

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.

Any amendments and supplements to these General Conditions and to Individual Contracts 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.

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.

Munich shall be the place of performance and venue.