

General Terms and Conditions of ZALVUS GmbH / for Companies

1. Scope

- 1.1 These General Terms and Conditions (hereinafter "GTC") shall exclusively be applied to all offers and services provided by Zalvus GmbH (hereinafter "Zalvus"). They also apply to all future offers or services of Zalvus to the customer, even if they are not specifically agreed to again.
- 1.2 The exact content of the contract shall be determined primarily according to the offer prepared by Zalvus, supplemented by these GTC. Any deviating stipulations communicated by the customer shall only become effective if expressly confirmed by Zalvus. This applies in particular to the general terms and conditions of the customer. These shall not become part of the contract even if Zalvus provides services without expressly contradicting the previously referred to GTC of the customer.
- 1.3 A contract is entered into when the customer accepts Zalvus's offer in writing within the specified period.
- 1.4 In case of doubt, the customer shall provide proof of the authority of representation of the agent.

2. Subject Matter of the Contract

- 2.1 Zalvus provides the customer with various recruiting services, in particular the development and placement of an ad for vacant positions, as well as the pre-qualification of candidates exposed to ads. The exact procedure of the recruiting measures results from the information provided in the offer.
- 2.2 In addition, Zalvus shall provide further consulting and training services upon request in accordance with Section 6.
- 2.3 In case of doubt, Zalvus shall provide the service on the basis of a contract of service. In particular, Zalvus does not owe the submission of a suitable candidate under this contract.
- 2.4 If a concrete performance success is to be owed, this requires an express agreement. The creation of an advertisement for the customer's vacancy may represent such a performance-related success. This will be made available to the customer for the purpose of approval.
- 2.5 In all other respects, Zalvus is generally free to provide its recruiting services and carries them out according to its own criteria and parameters. If the services are based on a certain concept agreed upon by the parties, Zalvus will take this concept into account to a reasonable extent.

3. Approval and Change Requests

- 3.1 Zalvus shall provide the customer with services that contain an explicit request for approval by the customer. Approval shall be deemed granted if it has not been explicitly rejected by no later than ten days after the provision by Zalvus.
- 3.2 The customer is entitled to demand changes to the scope of services at any time until acceptance. Zalvus shall hand over to the customer the additional costs caused thereby and any necessary changes in the schedule. If the customer accepts the offer within 7 days, the changes become part of the contract. Otherwise, Zalvus will implement the advertisement in accordance with the original concept. Within this timeframe, Zalvus will not incur any expenses that would be avoided if the changes were accepted.

4. Handling Candidates

- 4.1 Zalvus accepts any incoming candidate enquiries and requests and is responsible for the communication with and supervision of candidates during the qualification phase. Zalvus considers the jointly developed minimum requirements for the candidates. Otherwise, Section 2.5 shall apply.
- 4.2 Candidates who have been identified as potentially suitable after the qualification phase shall be provided to the client in a standardised profile, including relevant application documents. The qualification and placement of interested parties will be carried out up to 30 days after completion of the project.
- 4.3 The client is not entitled to receive documents from rejected candidates, regardless of whether they have been rejected by Zalvus on the basis of jointly agreed minimum requirements or its own criteria.

5. Customer Obligations

- 5.1 The parties shall jointly agree on the essential basic concept of a recruiting campaign, in particular the design of the advertisement and the minimum requirements for pre-qualification of the candidates. Accordingly, the provision of services by Zalvus in all service phases is dependent on the active cooperation of the client. The client must promote the success of the recruitment process in every phase through active and appropriate cooperation. In particular, in each individual phase he must provide Zalvus with all information, specifications, documents and feedback required for a successful campaign in a timely manner.
- 5.2 If the performance of certain services cannot take place within the agreed period due to the customer's lack of or insufficient cooperation, Zalvus shall be entitled to terminate the contract within the framework of the legal regulations.

- 5.3 The content to be provided by the customer shall include all texts, images, graphics and tables to be used for the advertisement and the desired advertising measures, in particular the information and specifications necessary to determine the minimum requirements.
- 5.4 The customer must ensure that the information, specifications and documents provided for the creation of an advertisement or the minimum requirements do not violate applicable law, other government specifications, the rights of third parties or the specifications of Zalvus.
- 5.5 In the case of recruiting services, the customer is responsible for ensuring that the advertisements placed on his behalf:
- do not violate the General Equal Treatment Act (AGG),
 - do not advertise freelance work, self-employment, paid jobs or memberships without this being expressed explicitly.
- 5.6 The customer must inform Zalvus immediately if there are any changes to the information provided in the job advertisement or if the position has been cancelled or filled within the project period.
- 5.7 The data described in Section 5.3. shall be made available to Zalvus in digital form.
- 5.8 The customer shall indemnify Zalvus from all claims asserted by third parties against Zalvus due to a breach of its obligations under section 5, in particular sections 5.4. and 5.5., through content provided by the customer or accepted by him. This also includes court and settlement costs as well as the costs of the necessary legal advice. The customer must proactively support Zalvus in defending against such claims and provide the required information and documents in appropriate time.
- 5.9 Zalvus is entitled to reject participation services of the customer, in particular information, specifications and documents provided by him, as well as deactivate already placed advertisements if it believes that these violate valid legislation, other state specifications or rights of third parties.

6. Consulting and Training Services

- 6.1 Zalvus provides additional consulting and training services if agreed to in a contract with the customer.
- 6.2 If the training services are carried out at the customer's office, the customer shall ensure that premises with sufficient capacity and previously agreed upon technical infrastructure are available.

7. Rights of Use

- 7.1 For all contents in accordance with section 5.3 to which industrial property rights exist, in particular trademarks, company names and copyrighted works, the customer grants Zalvus a simple, worldwide right of use, limited to the duration of the contractual relationship between the parties and to the purpose of the contract. This granting of rights also includes the right to store, reproduce, publish, digitize and edit the content, insofar as this is necessary for the execution of the contract.
- 7.2 Zalvus shall be exclusively entitled to intellectual property rights arising from the conception, systematic and methodical arrangement, accessibility, procurement, verification or presentation by Zalvus of the information transmitted by the Customer within the framework of its website. The customer waives all rights that may arise from this.
- 7.3 Zalvus grants the customer a non-exclusive, unlimited and non-transferable right of use for internal use in the customer's company for works provided as part of the training and consulting services. Any exploitation vis-à-vis third parties is excluded.

8. Compensation

- 8.1 The compensation owed for the services according to this contract as a fixed price as well as the time of invoicing shall result from the offer. Payment is due immediately upon conclusion of the contract.
- 8.2 If further expenses subject to payment pursuant to Section 2.4 are incurred within the scope of the provision of services, these shall be invoiced after complete fulfilment of the contract. Payment shall be due immediately upon invoicing.
- 8.3 Unless explicitly stated otherwise, the prices quoted are net prices plus value added tax.

9. Liability and Warranty

- 9.1 The following provisions on the liability of Zalvus shall apply to all claims for damages or other claims for damages of the customer arising from or in connection with the performance of this contract and liability cases regardless of the legal basis on which they are based (e.g. delay, impossibility, any breach of duty, existence of an obstacle to performance, tort, etc.).
- 9.2. For claims of the customer
- damages resulting from injury to life, limb or health,
 - in the case of fraudulent concealment of a defect by Zalvus or due to the absence of a quality for which Zalvus has granted a guarantee,
 - those which are based on intentional or grossly negligent conduct on the part of Zalvus, its executive bodies or executive employees, and

- those liable to the Product Liability Act

the legal regulations apply.

- 9.3 Zalvus and its vicarious agents shall only be liable for material damage and financial loss caused by negligence in the event of a breach of a material obligation, i.e. an obligation which must be fulfilled in order for the contract to be properly performed and on the observance of which the customer may regularly rely, but limited to compensation for the typical damage foreseeable at the time the contract was concluded.
- 9.4 Typical and foreseeable damages according to 9.3 are only damages up to an amount of EUR 120,000.
- 9.5 Otherwise, Zalvus's liability for slight or simple negligence is excluded.
- 9.6 The strict liability of Zalvus for errors in the area of tenancy law and similar usage relationships already existing at the time of conclusion of the contract is explicitly excluded.
- 9.7 The customer's warranty rights under this contract expire one year after acceptance. This does not apply to claims for which Zalvus is liable without limitation pursuant to Section 9.2.

10. Secrecy

- 10.1. The parties shall maintain secrecy with regard to all confidential information. "Confidential information" refers to all information and documents provided by the other party which are marked as confidential or are to be regarded as confidential under the circumstances, in particular information on operational processes, business relationships and intellectual property.
- 10.2. This obligation shall not apply to information which
- were either known to the receiving party at the time of conclusion of the contract or
 - were publicly known,
 - become known before knowledge by the receiving party due to independent discovery or creation,
 - are communicated by a third party after conclusion of the contract without the breach of a confidentiality obligation or become publicly known, or
 - must be disclosed due to legal obligations by order of a court or an authority - are used or disclosed,
 - would obstruct the exercise of freedom of expression and information, in accordance with the Charter of Fundamental Rights of the European Union, including respect for freedom and plurality of media,
 - are needed to investigate an unlawful act or professional or other misconduct when the person obtaining, using or disclosing the trade secret acts with the intention of protecting the general public interest,
 - are within the framework of disclosure by employees to the employee representative body, if this is necessary for the employee representative body to be able to fulfil its tasks.

10. The parties shall also obligate all persons (in particular employees and subcontractors) to whom they provide access to information in accordance with this clause within the scope of this contract to maintain confidentiality.

11. Data Protection

- 11.1. Zalvus alone decides on the purposes and means of its processing of candidates' personal data. Zalvus only aids with regard to data processing by the customer after transmission.
- 11.2. In its area of responsibility, Zalvus processes personal data exclusively in accordance with the applicable legal requirements, in particular in accordance with the Data Protection Basic Regulation (DSGVO) and the Federal Data Protection Act (BDSG).
- 11.3. All employees of Zalvus are obliged to respect the confidentiality of personal data.

12. Contract Duration and Termination

- 12.1. The contract begins with the receipt of the offer confirmation by the customer and ends after the term agreed in the offer without the need for termination. The performance period ends with the conclusion of the qualification. This takes place within 30 days after the end of the advertisement placement.
- 12.2. Each contracting party is entitled to terminate the contract without notice if there is an important reason. An important reason for Zalvus is in particular if the customer
- violates its obligations under clause 5.4. or 5.5.
 - is more than 10 days in arrears with his acts of cooperation,

The extraordinary termination has to be in written form.

- 12.3. Zalvus shall delete all candidate data of a project 6 months after the end of the contract according to clause 12.1, provided that in individual cases there is no need for further storage.
- 12.4. An important reason also exists, in particular, if the advertised vacancy no longer exists or is filled by the customer himself. Zalvus's claim to the agreed remuneration is not affected by this. Within the scope of offsetting saved expenses, this claim to remuneration shall be reduced by 2/3 in the event of termination prior to approval of the advertisement.
- 12.5. The client can pause the distribution of the online advertisements for up to 2 months at any time within the project period by sending an informal message (e.g. because of the filling of the position). The project period will be extended accordingly. Zalvus may also pause the distribution in consultation with the customer to contact the customer regarding possible optimization options.

13. Other

- 13.1. Zalvus is entitled to advertise with the customer in a factually correct manner as a reference. The customer may object to the reference advertisement at any time with effect for the future. Advertising material created at this time may still be used.
- 13.2. The customer may only set off claims which are undisputed, have been legally established or confirmed by Zalvus in writing as well as claims to which the customer is entitled to in accordance with the warranty for defects.
- 13.3. The legal relationship between the contracting parties is subject exclusively to the law of the Federal Republic of Germany. The provisions of the Vienna UN Convention on Contracts for the International Sale of Goods of 11 April 1980 and the provisions of international private law leading to the application of foreign law shall not apply.
- 13.4. All disputes arising out of or in connection with the contractual relationship shall be settled exclusively by the state courts competent for the domicile of the Principal. The Contractor shall remain entitled to sue the Contractor at its general place of jurisdiction. This shall not apply if a deviating, statutory and exclusive place of jurisdiction exists.
- 13.5. Should individual or several provisions of these GTC be or become invalid, this shall not affect the validity of all other provisions or agreements in the case of doubt.

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