

**GENERAL TERMS OF TRADE (GTT) FOR THE CLIENT
MELT. MEDIA BERLIN (dated 2018)**

1. SCOPE OF APPLICATION

These General Terms of Trade (GTT) shall apply at the respective time as valid for all contracts with MELT. MEDIA BERLIN (hereinafter referred to as MELT.) to provide recruiting and business services to the respective company that has a vacancy to fill (hereinafter referred to as the CLIENT). These General Terms of Trade shall apply exclusively, unless the parties have explicitly agreed otherwise in writing for individual instances, to all placement and consultancy contracts within the personnel search and selection. MELT. does not recognise deviations from the conditions by the CLIENT, unless MELT. has given its express written consent.

2. OBJECT OF AGREEMENT

MELT. offers services in the area of personnel consultancy, personnel search and management consultancy particularly for the media industry. MELT. advises its CLIENTS by consulting, possibly involving expert-opinions, during the search and selection for full-time employees or project-related freelance workers.

3. CONCLUSION OF THE CONTRACT

A contract with MELT. is also already validated before the completion of a formal contract, if MELT. implements a client's order in which MELT. has set up the first contact between the CLIENT and the CANDIDATE.

4. TRANSFER OF RIGHTS AND COPYRIGHT

4.1. When placing the order, the CLIENT transfers all rights necessary to carry out the object of the contract (e.g. for the production of advertisements, etc.) to MELT.. The CLIENT expressly declares he can freely have access to all of the data, documentation and information provided by him and an effective transfer of rights to MELT. does not conflict with in particular any copyright, intellectual property rights or other third party rights.

4.2. MELT. is authorized to use the the name and logo of the CLIENT for self-display in electronic and physical form.

5. OBLIGATIONS OF THE CONTRACTING PARTIES

5.1 The CLIENT agrees to provide MELT. with truthful and complete information on his business and on the vacancy to be filled. The CLIENT will respect the provisions of the General Equal Treatment Act (ETA) as well as other mandatory legal regulations.

5.2 The CLIENT is responsible for providing the requested contents in full for creating the search profile and any advertisements. MELT. is not accountable for delays caused by the late delivery of contents.

5.3 MELT. will only return physical documents supplied by the CLIENT at the latter's written request and at the expense of the CLIENT.

5.4 Both parties agree to respect the terms of Data Protection and Confidentiality.

5.5 The CLIENT is entitled to enlist the services of other personnel consultants and/or work agents. He is, however, obliged to inform MELT. as soon as another personnel consultancy is commissioned with a search for positions that MELT. is also attending to, or if a vacancy is otherwise filled. If the CLIENT does not fulfil this obligation, he has to reimburse MELT. for the losses incurred therefrom.

5.6 The CLIENT will only use the services from MELT. for the purpose of initiating specific official service or employment contracts concerning free vacancies available. Any use outside of this framework is not permissible, unless MELT. has expressly agreed in writing to the specific use. MELT. reserves the right to cease its services to the CLIENT in the event of their non-compliance. This thereby negates any claim by the CLIENT for the reimbursement of payments already made.

6. ADMISSION INTO THE POOL OF CLIENTS AND CHANGES

6.1 MELT. reserves the right not to implement orders that have already been accepted if the contents in the documents supplied by the CLIENT infringe on legal or official prohibitions or are immoral.

6.2 MELT. will only accept the data, documents and information provided by the CLIENT into the pool of clients at its own discretion. Data that is strictly confidential is to be marked as such in writing.

6.3 MELT. is entitled to remove contents that have already been accepted at any time without prior notification. The CLIENT is informed of such measures.

7. FEES, INFORMATION AND TERMS OF PAYMENT

7.1 The CLIENT pays MELT. an immediately payable lump-sum for expenses to the sum of 450 EUR plus VAT, which has to be renewed every three months in the case of a consecutive privacy of contract. The expenses lump-sum is respectively payable within a period of 14 days after the renewal date.

7.2 When a candidate is placed into a free employment relationship (freelancer) the amount of commission lies at 12% plus VAT of the freelance daily rate. When a CANDIDATE is employed as a freelancer, the CLIENT does not receive a separate commission fee invoice from MELT., as long as the commission was included in the raised daily rate of the freelancer. If the commission fee is not included in the freelance invoice, MELT. will charge the CLIENT separately and directly. The CLIENT is obliged to provide MELT. with copies of these invoices immediately upon their receipt from the CANDIDATE and pay the invoices completely and within 14 days of the deadline.

- 7.3 When a candidate introduced by MELT. enters a permanent employment with the CLIENT, the partially success-based fee for all related activities to be paid to MELT. by the CLIENT lies at 1,5 monthly salaries plus value-added tax. In the case of an employment of a CANDIDATE in a position with an annual salary of 65.000 EUR (incl. bonus) or higher (so-called executive search) the fee is increased to 2 monthly salaries plus value-added tax. When searching through direct approach, the CLIENT pays - the foregoing provisions notwithstanding - , a partially success-based fee of 25% of the gross annual salary of the CANDIDATE plus VAT to MELT. In the event that a MELT.-introduced CANDIDATE introduces further CANDIDATES to the CLIENT and an employment contract with a recommended CANDIDATE occurs, the CLIENT is obliged to pay a commission in the amount of 8% of the gross annual salary to MELT. as defined by clause 7.4.
- 7.4 The gross annual salary is considered to be the income before taxes and inclusive of all agreed success-related and other special payments, as for example the 13th or 14th month's salary. The monthly salary is considered to be one twelfth of the annual salary incl. special payments. If the parties of the employment contract agree on a contract term of less than 12 months, then the full annual salary - on the basis of the respective projected month's salary - serves as an assessment basis all the same.
- 7.5 The CLIENT is committed to give MELT. information about the gross annual salary of the employee by presenting the salary agreement showing the salary components and the signature of the parties to the employment contract.
- 7.6 If the employee is taken on in a permanent position after the freelance, project-related job, then the CLIENT must pay a commission under clause 7.3. The CLIENT will inform MELT. immediately about such an employment of a freelance worker and inform them of the gross annual salary by submitting the salary agreement.
- 7.7 The commission claimed by MELT. becomes payable, so long as not agreed otherwise by both parties, upon the completion of a written or oral employment contract with the candidate placed by MELT.. In the case where a contract is only finalised retrospectively, the payment date commences on the date employment commences. If the CLIENT cancels the employment contract before the commencement of employment, then MELT. keeps its claim to the accrued commission under clause 7.3.
- 7.8 All invoices are payable within 14 days after billing. Starting from the delayed commencement date interest is charged at 8% above the respective basic rate plus the statutory VAT. MELT. is entitled, in the case of delay, to suspend the execution of contractual obligations until the monies owed are paid in full. A claim for reimbursement on the part of the CLIENT for payments already made is not justified in such a case.
- 7.9 The CLIENT is only entitled to compensation if the argued counterclaim has already been established as legally valid.

8. CONFIDENTIALITY

- 8.1 The CLIENT is not permitted to contact the CANDIDATE's previous or current employers, without the written consent of the CANDIDATE.
- 8.2 The contracting parties are obliged to immediately inform the other parties as soon as they learn of the fact that classified data, documents or information are lost or are in the possession of an unauthorised third party.
- 8.3 If the CLIENT's violation of the obligations of confidentiality incumbent on him leads to a completion of the contract with third parties, a full commission claim, which is payable immediately, can be lodged on the part of MELT. against the CLIENT, and has to be paid within a period of 14 days.

9. GUARANTEE

- 9.1 MELT. is not responsible for the content, the up-to-dateness, accuracy, completeness or availability of the data, documents or information provided. This applies in particular with regard to data, documents and information provided by the CANDIDATES, CLIENTS or another third party.
- 9.2 MELT. is not responsible for losses that contractual partners of third parties incur from an employment contract initiated or completed by MELT.. MELT. in particular does not assume any guarantee with regard to the quality of the CANDIDATES put forward or their work.
- 9.3 MELT. guarantees the usual respective technical standard for the appropriate availability of data. The CLIENT is aware that according to the current state of technology, it is not possible to create a programme free from errors and that the data and services appointed cannot also be available at any time independent of negligence from MELT..
- 9.4 MELT. can only guarantee proper proceedings during the search and selection of candidates. MELT. does not assume any liability for whether a CANDIDATE selected or recommended by MELT. fulfils the CLIENT's expectations or achieves certain results. MELT. does not guarantee that there will be contact with the CANDIDATES. MELT. also does not guarantee any minimum number or minimum quality of applications and is therefore not liable for the investments made by the CLIENT in the course of the contract with MELT.

10. LIABILITY AND EXEMPTION

- 10.1 MELT. is liable for every culpable breach of essential contractual obligations as well as with the assumption of a condition guarantee to always be in accordance with the legal regulations.
- 10.2 In all other cases, MELT. is only liable in so far as the losses incurred were caused deliberately or due to gross negligence. Deviating from this, MELT. is then also not liable for services provided free of charge if the losses were caused through slight negligence.
- 10.3 The duty to compensate for losses from injuries to life, body or health as well as the liability as per the product liability law remains unaffected by the preceding regulations in every case.
- 10.4 As long as there is no intent, gross negligence or injuries to life, body or health, then the compensation for losses for the violation of essential contractual obligations is restricted to the foreseeable losses and those coherent with the contract.
- 10.5 The CLIENT releases MELT. from all claims that third parties lodge against MELT. because of inadmissible contents or other violations, which are to be represented by the CLIENT. The exemption also covers the appropriate costs of the legal action or defence claims. The CLIENT will support MELT. or their legal successor during judicial or out of court assertions of the acquired rights versus third parties and in particular inform them of the necessary information, provide the required documents and also, as far as necessary, undertake the transfer of rights to MELT. and/or work towards such a transfer.

11. CHANGES TO THE GTT

- 11.1 MELT. reserves the right to change the General Terms of Trade at any time, these changes will be effective on the contractual relationships entered into from the moment a change is made.
- 11.2 In addition, MELT. reserves the right to change the General Terms of Trade, these changes will be effective on ongoing contractual relationships. In such a case, the contracting partner has the right to contest the change within two weeks of the changed Terms of Trade.
- 11.3 In the case of an objection all other regulations still apply. The right to cancel under clause 9 remains unaffected.