

Specific Purchasing Conditions for Personnel Placement and Recruitment Agencies (SPC Personnel)

1. Scope of application

The following Specific Purchasing Conditions (SPC Personnel) supplement the General Terms and Conditions of Purchase of ista SE or ista Customer Service GmbH (hereinafter referred to as "ista") and apply to all services provided to ista by the agency in the category of personnel placement and recruitment. Any General Terms and Conditions of the agency deviating herefrom shall not apply.

2. Compensation models

The compensation model shall be defined alongside the agency as part of the commission. The compensation to be paid to the agency by ista includes all ancillary costs (such as placing job advertisements, database searches, etc.) incurred by the agency. The wages of the candidate used to calculate the fee is the candidate's gross wages. The gross wages are defined as follows:

- gross monthly wage times 12 months
- plus vacation and Christmas bonus
- plus bonus payments (maximum 80% of the target bonus wages to be reached)

Company car, travel expense subsidies and other special payments are not part of the gross wages and therefore should not be taken into consideration when calculating compensation. When choosing the compensation model, the following three compensation models are differentiated before the commissioning:

2.1) Success-based staff recruitment (contingency model): the fee is paid only after successful recruitment (meaning ista has a signed employment agreement).

2.2) Fee-based staff recruitment (retainer model): three advance payments are invoiced for each search contract, and are linked to achieving partial objectives (milestones). The advance payments are compensated as follows:

- 1. Instalment (25% of the agreed fee): paid after the order is issued
- 2. Instalment (25% of the agreed fee): paid after ista has met at least two potential candidates (job interviews have been conducted).
- 3. Instalment (50% of the agreed fee): paid after the candidate has signed a contract (Meaning ista has a signed employment contract).

2.3) Fixed price model: compensation based on a fixed price defined before the contract begins. Three advance payments will be invoiced for each search contract, and these shall be linked to the achievement of partial goals (milestones). The advance payments are compensated as follows:

- 1. Instalment (25% of the agreed fee): paid after the order is issued
- 2. Instalment (25% of the agreed fee): paid after ista has met at least two potential candidates (job interviews have been conducted).
- 3. Instalment (50% of the agreed fee): paid after the candidate has signed a contract (meaning ista has a signed employment contract).

If ista cancels the personnel search, then only the advance payments due up to this time shall be compensated. ista shall incur no further fees. If a second person, or multiple people are hired based on an ongoing search contract, then the agency shall be entitled to a maximum additional fee of 30% of the agreed fee per additional recruitment.

The agency shall only be entitled to payment of a recruitment fee if ista hires a candidate suggested by the supplier within the first 12 months from the first time candidate documents are received (such as a CV).

3. Data transfer

The agency shall provide ista applicant data (last name, first name, e-mail address and telephone number of the candidate) via the ista applicant management tool (Lumesse), or via e-mail.

Candidate profiles and references shall be transmitted via the applicant management tool or via e-mail in accordance with data protection law requirements, and in compliance with the GDPR. The agency shall ensure that it has obtained the candidate's consent to the type of data transmission in advance.

4. Collaboration

Discussions between the agency and ista shall be conducted exclusively via the central contact persons in ista's Corporate HR department. The agency may only directly contact the departments with the prior approval of the ista Corporate HR department.

If a candidate is successfully recruited, the employment agreement shall be concluded directly between the candidate and ista. The agency shall not have access to the contract documents.

The agency shall prepare regular (weekly) reports according to ista requirements (Reporting Template) regarding the quality of collaboration.

5. Consequences if the employment relationship does not come about or is terminated prematurely, and claim to replacements

a.) If the candidate terminates their employment relationship with ista before beginning work, or if the candidate does not begin the position at ista despite having concluded an employment agreement, then two thirds of the recruitment fee shall be discounted or reimbursed.

b.) If the employment relationship is terminated by either side within the first three months after the agreed start date due to any personal reason related to the candidate themselves, then 50% of the original recruitment fee shall be discounted or reimbursed. If the employment relationship is terminated by either side between the 4th and 6th month after the agreed start date due to any personal reason related to the candidate themselves, then 25% of the original recruitment fee shall be discounted or reimbursed. Whether the document cancelling the employment relationship is received by the recipient during the period in question shall be used to determine whether the above time limits are observed.

c.) In the cases of a.) and b.), ista is furthermore entitled at its discretion to require a one-time free replacement candidate from the agency; this shall not be linked to any other conditions.

6. Non-solicitation agreement

The agency hereby undertakes not to contact any ista employees in the course of a search contract and attempt to solicit them to leave their positions, for as long as the agency is working for ista and for a period of 6 months after the end of the last search contract.

7. Travel expenses

Agency travel expenses and per diem rates shall only be charged after prior agreement with ista and then according to expenditure and in accordance with the ista General Condition for Billing Travel Expenses of Contractors.
