

Anrede
Name
Firma
Straße etc.
ggf. zweite Adresszeile
00000 Stadt
Land (mehr ist nicht an Platz vorgesehen)

ZMM ZEITMANAGER MÜNCHEN GMBH
BRIENNER STR. 21 | D-80333 MÜNCHEN
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GESCHÄFTSFÜHRER
DR. ANSELM GÖRRES
ANTJE LENK

ZMM GMBH | BRIENNER STR. 21 | D-80333 MÜNCHEN

RENT A MANAGER | RENT A CONSULTANT | QUICKHIRE®

Interim assignment of ZMM expert for job ... – Xxxxx

Dear Mr. Xxxxx,

..... we are pleased to make the following proposal for a temporary assignment contract. The no-circumvention rule in our General Standard Terms and Conditions (item 3) applies even if no contract is signed.

Basic conditions of agreement between client and ZMM (table has same content for client and expert)

ZMM expert(s)		Beginning of assignment	
		Minimum no. of days of assignment/ week	
Location	At client's location unless otherwise specified. Disclosure also possible in our office.	End of assignment*	<input type="checkbox"/> Probable
			<input type="checkbox"/> Fixed
		Period of notice	One month to the end of the next month.
*If no fixed termination is agreed, the contract is automatically extended by one month until terminated. A contractual notice of termination is required to terminate this agreement.			
Role of expert in company			
Most important tasks for expert	- Coordination of procedures, dates, and focal points with customer and ZMM - (Further details: optional)		
Brief report days/activities	At the end of each billing period, the expert shall provide a table (when/where/what) to the client and ZMM for the days on the job and the most important duties performed.		
Expert's expenses	To be directly agreed and invoiced between client and expert. Unless otherwise specified, the generally accepted conditions on the market are applied: Economy Class on planes, 1 st class on trains, 0.50 €/km with own car, appropriate lodging, and daily tax rates.		
Invoicing	Fees, expenses, and value-added tax are invoiced each month. All invoices are payable immediately.		
Role of ZMM	As the contractor, ZMM manages the project, especially concerning the provision of services and supervision. To the extent necessary, the expert may report to ZMM about tasks and client data.		
Net daily rate (client to ZMM)	€	Security for payment	(Advance payment, guarantee, etc. -- only required in critical situations)
Special rules	-		



During this project or upon its completion, ZMM shall perform quality assurance with the client; in this review, we assess collaboration with the client and discuss any criticism or suggestions for improvements.

Mr. and the ZMM team look forward to working with you.

We also look forward to receiving your reply by

Contract as of July 1, 2006

Best regards to you and

Consent of client

.....
Town

.....
Date

.....
Company stamp / client's signature

Next page: General Standard Terms and Conditions for the assignment of a ZMM expert



GENERAL STANDARD TERMS AND CONDITIONS FOR THE ASSIGNMENT OF A ZMM EXPERT

1. Assignment contract, client involvement, confidentiality

In our interim services Rent a Manager and Rent a Consultant ZMM is the client's and the expert's contracting party. ZMM provides its services in coordination with the client (customer). The expert is not currently employed by the client.

The client will support ZMM and the expert by all means to enable successful completion of the job and provide all of the necessary information and documents. The client shall provide ZMM and the expert with all of the stipulations (company bylaws, rules of procedure, etc.) needed to perform the task. Neither ZMM nor the expert is responsible if any errors that occur if such documents are not provided.

ZMM and the expert shall treat all of the information gained about the client's company during collaboration confidentially and will not reveal such information to third parties without the client's consent even after the contract has been terminated. ZMM may, however, name the client as a reference.

2. Termination, duty to examine and lodge complaint, default in payment

The client can terminate the contract without notice if he can prove that the expert made material mistakes or if the expert interrupts his work for more than 20 calendar days for reasons he or ZMM is responsible for. The client can demand that the expert be replaced by another capable expert.

ZMM is entitled to terminate the contract without notice if instances outside of its sphere of influence that were not known at the time the contract was signed occur that make a continuation of the project unbearable or that would violate business ethics. Notice must be given in writing.

Demurs against ZMM's service quality must be raised immediately.

For organizational reasons, ZMM has the right to send invoices up to three workdays before the end of the billing period. Any days incorrectly invoiced will be corrected in the following billing period.

If the client is in default of payment, ZMM may withdraw the expert without prior notice without terminating the contract. ZMM can invoice in full the days on which the expert offers professional services but does not perform them due to a default on payment.

3. No-circumvention rule, fees

The no-circumvention rule applies: Agreements for work reached between you and companies brokered, either directly or indirectly, by ZMM are subject to our consent from the point of contact between you and the party brokered by ZMM until 24 months after a project is launched or completed.

If ZMM usually as part of our QuickHire® for fast employment acts as a classic human resource agent, our fees are based on the common annual salary on the market for the position filled full-time (excluding ancillary services). Generally, our fee is a third of that amount plus expenses.

Even with interim assignment, the client may subsequently employ the interim manager on a permanent basis in special cases with ZMM's consent, which will only be given after appropriate duration of the interim assignment, after payment of a fair head-hunting fee, and after a contract of more than two years has been signed.

In both cases, the agency fee for non-interim assignment is payable when the agreement is signed, but no later than when the expert takes up work.

If an assignment contract between the client and the expert is signed *without the consent of ZMM*, either directly or indirectly, each of the parties shall pay ZMM 50,000 euros as a penalty for nonperformance of contract.

4. Liability and venue for the settlement of all disputes

ZMM is liable for losses only if they were caused by ZMM, its employees or authorised persons acting willfully or wantonly negligent in the fulfillment of this agreement. For losses due to negligence, ZMM is only liable if material contractual duties were violated (cardinal duties). ZMM is not liable for the attainment of a certain profit target. Regardless of the legal grounds, ZMM's liability is limited to five of the expert's agreed daily rates.

German law applies, and the venue for the settlement of all disputes is Munich (including for private parties residing outside Germany).

5. Expenses

Travel and other expenses incurred by the expert will be reimbursed directly between the client and the expert based on an individual agreement unless otherwise agreed.

Contract as of July 1, 2006

