

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
FON 089-542-644-0 | FAX 089-542 644-99
ZMM@ZMM.DE | WWW.ZMM.DE

GESCHÄFTSFÜHRER
DR. ANSELM GÖRRES
ANTJE LENK

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

RENT A MANAGER | RENT A CONSULTANT | QUICKHIRE®

QuickHire® job offer –

Dear Mr Xxxxx,

..... .., we are pleased to propose the following contract for the brokerage of a ZMM expert for full-time employment. Please keep in mind that our QuickHire® for fast employment service expressly excludes employment terms shorter than two years. If you have such a request, please see the information on our Rent a Manager and Rent a Consultant offers.

- 1) ZMM provides you with assistance in finding the right person to fill a full-time position in management or a project. Generally, we will be able to propose the first candidates within 48 hours. The search criteria can be narrowed down on the basis of these proposals and additional people proposed. Usually, your ZMM project manager can arrange for personal interviews with the first candidates after a week. ZMM executes its tasks with due diligence and complete confidentiality.
- 2) You provide us with your requirements in writing (keywords for your company, the position to be filled, tasks, required and desirable qualifications, reporting hierarchy). We check whether our pool has potential candidates for the positions. Please let us know if the offer is too confidential for a tender within our pool of experts.
- 3) If we propose candidates, you provide us some initial feedback, generally within one week. ZMM does not expect exclusive contracts, but we do appreciate a rough idea about which other service providers or in-house searches have also been included.
- 4) A one-time fee of euros (excluding VAT) is immediately payable when you and an expert proposed by ZMM sign a contract and no later than when the expert begins work.
- 5) The no-circumvention rule in our General Standard Terms and Conditions (see item 3) also applies if no contract is signed for full-time employment.

The ZMM team and I look forward to working with you. We also look forward to receiving your response by

Contract last revised on July 1, 2006

<p>Best regards,</p> <p>xxx Profilmanger</p>	<p>CUSTOMER CONSENT</p> <p>..... Location Date Company stamp/signature</p>
---	--



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