

THE RULES AT THE OUTSET FOR CUSTOMERS AND EXPERTS

We are pleased that you are interested in working with us. Please take note of the following rules:

- 1 The no-circumvention rule applies even before a contract is signed: Work agreements reached between parties brought together, either directly or indirectly, by ZMM are subject to our consent from the point of contact between the expert and the customer brokered by ZMM until 24 months after a project is launched or completed.
- 2 Experts appointed by us act ad interim in the ZMM's RentaManager® and RentaConsultant® services. The contracting party for customers and experts is thus ZMM. We enter into an Interim Customer Agreement with the client and an Expert Agreement with the expert.
- 3 A direct contract is only admissible under our QuickHire® offer. The customer enters into a QuickHire® Customer Agreement with ZMM and signs an employment contract with the expert (with a term of over two years or indefinite) if successful. No Expert Agreement is required. Our fee for successful head hunting is based on the rates common among professional human resource consultants. It is due when an employment contract is signed or no later than when the expert begins work.
- 4 A direct contract between customer and expert is also possible in sequel of an interim project, but not without our consent and only after an appropriate minimum period has elapsed, a contract of employment has completed for more than two years and an appropriate brokerage fee has been paid.
- 5 ZMM welcomes and facilitates telephone interviews between clients and candidates before a personal meeting takes place. Within Germany we do not charge a fee or any travel expenses for personal interviews with experts, which ZMM generally also attends.
- 6 In interim projects (RentaManager®, RentaConsultant®), the commercial aspect of collaboration (daily rates and other terms) are only discussed by the customer and ZMM. The customer and expert may, however, discuss salaries for employment.
- 7 All project information that we or ZMM experts get from customers or from ZMM is strictly confidential.
- 8 If the customer and the expert collaborate *without the necessary consent of ZMM*, ZMM has the right to claim a penalty of 50,000 Euros from each party. If our brokerage results in a similar type of cooperation, ZMM shall receive the customary share of the economic advantages for the cooperation partners.
- 9 Newsletters and information on current project advertisements are included in the ZMM service.
- 10 German law applies, and the venue for the settlement of all disputes is Munich (including for private parties residing outside Germany).
- 11 *[The following rules only apply for expert.s]* ZMM charges a Registry Fee for inclusion in our pool and for the detailed recording of expert qualifications. In accordance with Section 4 of the German Data Protection Act, the expert consents to have his personal data stored in a database. ZMM can then provide anonymous documents (photo profiles, CVs, etc.) to customers on request without having to contact the expert beforehand.
- 12 Neither ZMM nor the expert will charge a time-based fee for acquisition. ZMM does not cover any travel costs for experts.
- 13 Before a project begins, experts may contact clients known through us only *with the consent of ZMM*. After an interview with the client, the expert may only refuse the client's offer within a reasonable reaction time for justifiable reasons.

Rules last revised on July 1, 2006

We look forward to working with you!

<p>Best regards,</p> <p>- Your ZMM team -</p>	<p>I have read and understood this document:</p> <p>.....</p> <p>Name in print (company), place, date, signature</p>
--	--

