

## **1. Object of Agreement and Definitions**

Dres.Connect GmbH, among others, focuses on placing physicians with or without specialisations in part- and full-time permanent employment or locum positions within the healthcare system, in doctor's surgeries, medical treatment centres, or clinics / medical practices.

## **2. Services Dres.Connect GmbH**

Among others, Dres.Connect GmbH offers Medical Management Consulting and human resource executive search.

### **2.1 Medical Management Consulting & Coaching**

As part of its medical management consulting and coaching activities, Dres.Connect GmbH offers individual career planning and development plans and advice from experienced medical experts.

The remuneration of Dres.Connect GmbH is commission-based and is calculated based on the amount and type of services required. It is agreed upon individually between both contracting parties.

## **2. Medical Executive Search**

The services offered by Dres.Connect GmbH include the supply of physicians for part- or full-time permanent employment, locum positions, or other medical positions in the healthcare sector.

### **2.1.Services for employers**

In the case of a **temporary or permanent employment** executive search contract, the relevant medical institution contracts Dres.Connect GmbH the task of finding a suitable candidate for their vacancies.

In general, a typical Dres.Connect GmbH contract to provide a candidate for a job placement includes the drafting of a job profile in accordance with the requirements provided by or drafted in cooperation with the employer, candidate search, collection and evaluation of the submitted application documents, the analysis of a candidate's qualifications, candidate pre-selection, the organization of initial talks with applicants, drafting an applicant profile for a potential employer, establishing an initial contact between applicant and employer and, if

required, participation during the interview. In addition, further tailored services can be arranged.

For the successful placements of a physician in full- or part-time or permanent employment, Dres.Connect GmbH charges a commission liable to VAT; this commission is borne by the employer. This commission is to be agreed between both parties prior to the assumption of Dres.Connect GmbH services. The amount of this commission is to be determined according to the scope of services requested.

Dres.Connect GmbH can also locate freelance physicians for a temporary locum contract. The employer pays a salary to the physician which is to be negotiated individually and directly between employer and physician. All services rendered for the concerned employer are charged for directly by the physician to the employer. The assigned physician agrees to submit a copy of all charged invoices to Dres.Connect GmbH.

Services offered by Dres.Connect GmbH include the negotiation of a contract between employer and a freelance physician and the provision of all required information for the successful realisation of the locum contract. Throughout the duration of the contract, Dres.Connect GmbH is available to both contracting parties – employer and physician – as a contact partner. The assignment of the physician takes place through the employer directly. The employer submits a copy of the contract agreed between both parties immediately following agreement by both parties.

For successful placement of a physician in a paid temporary locum position Dres.Connect GmbH charges a remuneration liable to VAT (consisting of an administration fee and commission), which is to be borne by the employer as the principal party.

The employer is obliged to contact the recommended physician within 5 days upon receipt of his contact details. If this stipulation is not met, a penalty of 25% of the agreed commission in favour of Dres.Connect GmbH is to be paid to Dres.Connect GmbH.

Dres.Connect invoices are due for payment upon presentation, the invoiced value to be settled within 30 days of receipt with the indicated bank account.

## **2.2.Services for physicians**

Physicians interested in temporary or permanent employment or locum positions are invited to register their contact data, qualifications, specialisations and location on a database run by Dres.Connect GmbH. In the event of a job profile matching a vacancy, these data are – initially anonymously – forwarded to interested employers.

Costs resulting from the placement of a physician in a permanent or temporary employment or locum contract are solely borne by the employer (see 2.2.1).

## **3. Disclaimer**

Dres.Connect GmbH cooperates with medical experts in various specialisations. These medical experts assess, to their best knowledge, the professional and personal qualifications of each candidate based on the applicant's submitted documents (license to practice medicine, certificates of specialisations, doctoral and postdoctoral certificates, etc.). Dres.Connect GmbH explicitly reserves the right to verify a candidate's license to practice medicine by consulting relevant original documents. This, however, does not free the employer concerned of his own duty of assessment towards the proposed candidate. Dres.Connect GmbH is not liable for the physician's availability and quality of provided services. Indemnity claims, for example, due to completely or partial non-fulfilment of agreed services by the recommended physician, his medical activity or negative / erroneous performance are excluded by Dres.Connect GmbH.

#### **4. Forfeiture of Claims**

Both contract parties need to assert their claims towards the other contracted party within six months of their due date. In a case where the other contract party does not respond to or rejects the asserted claim completely or partially, the rejected claim needs to be asserted judicially within a further six months upon receipt of the written rejection.

#### **5. Application of Law**

Contracts are applicable to German law (unless agreed differently).

#### **6. Court of Jurisdiction**

As long as admissible by law (and not agreed differently), both contract parties agree on the city of Bonn as the court of jurisdiction.

#### **7. Data Protection Regulations**

Data are stored according to §33 of the Federal Data Protection Act.

Stored data are only accessible by the executive board and employees of Dres.Connect GmbH.

No data are transferred to third parties without the written consent of the other contracted party.

#### **8. Written Form**

Changes to the General Terms and Conditions agreed to by both contracted parties are to be settled in writing.

This also refers to changes to the previous paragraph regarding "written form" regulations.

Dres.Connect GmbH reserves the right to change the company's General Terms and Conditions.

#### **9. Severability Clause**

In case one of the above mentioned General Terms and Conditions should be invalid or ineffective due to a judicial loophole, the effectiveness of the remaining regulations remains unaffected. In this case, the ineffective General Term and Condition will be replaced in the interest of both parties and the concerned loophole closed accordingly.

Both contract parties agree that the General Terms and Conditions were negotiated individually.