

Terms of Business

The following sets out the general terms and conditions by which YOU Global Consultants, a company registered in Dubai, United Arab Emirates (hereafter referred to as YOU Global) provides recruitment services to Premedion GmbH (hereafter referred to as Premedion).

These terms apply equally to any associated entity, subsidiary or other entity with which Premedion GmbH is now or in the future connected unless the contrary is specified and agreed to in writing between Premedion GmbH and YOU Global.

YOU Global may at any time assign its rights and entitlements under this agreement to YOU Global Pty Ltd (Australian company number 123 099 838).

1. Introduction

An introduction of a candidate shall be deemed to have taken place when YOU Global provides any information relating to a Candidate to Premedion GmbH.

If a Candidate has previously been introduced to Premedion GmbH by a 3rd party, or a Candidate has contacted Premedion GmbH directly in relation to employment opportunities, it is Premedion GmbH's responsibility to notify YOU Global of this in writing within 7 calendar days of receipt by Premedion GmbH of YOU Global's introduction. If notification is not received by YOU Global from Premedion GmbH within 7 calendar days, the candidate will be deemed as having been introduced by YOU Global.

2. Placement Fees For Permanent Positions

Option 1 – Fees charged to Premedion GmbH by YOU Global for all Permanent Placements shall be 15% of the annualised Commencing Remuneration Package Amount to be paid to the successful Candidate. This is the default option if Option 2 or 3 is not elected in writing at the time of an assignment.

Option 2 – This is a quarterly billing option available upon Premedion GmbH's written election at time of requesting an assignment. The fee is 4 x 4.5% of the annualised Commencing Remuneration Package to be paid to the successful Candidate, invoiced quarterly in advance for 4 consecutive quarters. The first such invoice shall bear the date on which the Candidate accepts an offer of employment received from Premedion GmbH (or nominee), with subsequent invoices bearing the same date for each of 3 subsequent quarters. Should a Candidate's employment end as a result of the employee's earlier resignation, prior to the date of the 4th and final invoice, YOU Global shall cease issuing further invoices from and including the **date of receipt of a copy of the relevant resignation letter**. Any invoices issued prior to this date of receipt shall remain due and payable. Option 2 example:

- *Candidate accepts offer of employment on 8 Oct 2012.*
- *YOU Global issues 4.5% invoice dated 8 Oct 2012, payable by 15 Oct 2012.*
- *YOU Global issues 4.5% invoice dated 8 Jan 2013, payable by 15 Jan 2013*
- *Candidate resigns 14 Jan 2013 – Premedion GmbH pays only half of the full fee payable, ie. 9%. YOU Global is unable to issue invoices for 3rd and 4th quarters.*

Option 3 – This is a monthly billing option available upon Premedion GmbH's written election at time of requesting an assignment. The fee is 12 x 1.75% of the annualised Commencing Remuneration Package to be paid to the successful Candidate, invoiced monthly in advance for 12 consecutive months. The first such invoice shall bear the date on which the Candidate accepts an offer of employment received from Premedion GmbH (or nominee), with subsequent invoices bearing the same date for each of 11 subsequent months. Should a Candidate's employment end as a result of the employee's earlier resignation, prior to the date of the 12th and final invoice, YOU Global shall

cease issuing further invoices from and including the **date of receipt of a copy of the relevant resignation letter**. Any invoices issued prior to this date of receipt shall remain due and payable. Option 3 example:

- *Candidate accepts offer of employment on 8 Oct 2012.*
- *YOU Global issues 1.75% invoice dated 8 Oct 2012, payable by 15 Oct 2012.*
- *YOU Global issues 1.75% invoice dated 8 Jan 2013, payable by 15 Jan 2013.*
- *Candidate resigns 14 Jan 2013 – Premedion GmbH pays only one sixth of the full fee payable, ie. 3.5%. YOU Global is unable to issue invoices for Feb 2013 onwards.*

For all options, invoices issued shall be payable within 7 calendar days from date of invoice, with the initial invoice dated any time from or including the date on which an introduced Candidate accepts an employment offer from Premedion GmbH. Time is of the essence when it comes to payments being made by Premedion GmbH. In the case of Option 2 or 3, a payment received late at any point shall cause yet-to-be-issued invoices to be issued immediately and become payable within 7 calendar days. For example, if payment for the 1st of 4 invoices is not received by YOU Global's bank account by the due date, then the 2nd, 3rd and 4th invoices shall be issued immediately and payment for all invoices shall be due within 7 days.

For remuneration stated on a basis other than annual (eg. hourly, daily, weekly, monthly) then an annualised remuneration figure shall be calculated on assumption of a 40-hour working week and a 48-week working year. If part or all of a Candidate's remuneration package is non-monetary, and there is no monetary equivalent stipulated for the non-monetary aspects of the remuneration package, then a reasonable estimate of a monetary equivalent may be made by YOU Global in order to ascertain the fee payable to YOU Global.

Premedion GmbH agrees to pay only into a bank account in the name of YOU Global Consultants, or if another bank account only upon Premedion GmbH's receipt of properly authorised written instruction by and from YOU Global.

3. Placement Fees For Temporary Positions (usually less than 6 months)

Temporary employees shall be paid directly by Premedion GmbH. The placement fee for Candidates employed on a temporary basis is 25% of the gross amount (including allowances and benefits) to be paid to the employee, subject to a minimum fee of USD 400 (or currency equivalent), for each calendar month during which the Candidate is employed on a temporary basis.

If a temporary employee is offered a permanent position by Premedion GmbH, which the employee accepts, YOU Global's terms for permanent positions shall come into effect, and the relevant fee for a permanent placement shall apply in addition to the fees payable whilst the employee is employed on a temporary basis.

4. Copy of Documents

Premedion GmbH agrees to provide YOU Global with a copy of the final employment offer (whatever form that may take) issued by Premedion GmbH to the Candidate, within 7 calendar days of execution by both parties, and prior to the Candidate's start date. Premedion GmbH agrees to confirm that the Candidate has commenced employment, and this confirmation will be in writing and within 7 calendar days of the Candidate's start date.

In the case of temporary employees, if hours worked are irregular from month to month, Premedion GmbH agrees to provide YOU Global, by the 7th calendar day of each month, a copy of the employee time sheet or similar evidence of the employee's work schedule for the immediate past calendar month. Should such evidence not be provided, YOU Global may assume that the employee worked 8 hours each day, Monday through Friday inclusive, and issue its invoice based on this assumption.

5. Other Costs

- YOU Global shall cover the costs of usual advertising and marketing involved with attracting Candidates. Any specially requested or non usual advertising and marketing campaigns shall be for Premedion GmbH's account, but shall not be incurred without Premedion GmbH's permission.
- Costs associated with facilitating physical meetings between Candidates and Premedion GmbH, eg. travel costs, meals and accommodation, shall be for Premedion GmbH's account, but shall not be incurred without Premedion GmbH's permission.
- Costs associated with processing a Candidate, eg. behavioral assessments, psychometric testing, applying for visas, and any other out-of-pocket expenses, shall be for Premedion GmbH's account, but shall not be incurred without Premedion GmbH's permission.
- Costs associated with and/or caused by the need for YOU Global to employ or engage collection activity for debts owed to it by Premedion GmbH, due to Premedion GmbH's failure to pay debts as and when due, shall be for Premedion GmbH's account.

6. Other Services

Behavioral assessments and psychometric tests are recommended as an aid in making the best choice of Candidates. YOU Global's in-house psychologist can provide Premedion GmbH access to a wide range of such tests, not just for Candidates who YOU Global introduces, but for Premedion GmbH's entire workforce. YOU Global can help Premedion GmbH decide which tests are most suitable depending on the industry, the position, the profile of Premedion GmbH, or the profile of the Candidate sought. YOU Global can also provide skills based testing, for instance computer-based skills.

General HR Consultancy & Advice and Outsourcing. YOU Global can provide a full HR service to Clients who see the value in outsourcing. Consultancy services and advice can be provided ad hoc on an hourly basis, part time, or full time.

7. Hiring of YOU Global Employees, Licensees, or Employees of Licensees

Premedion GmbH understands that people are a valuable asset of YOU Global, and employment by Premedion GmbH of people representing YOU Global, or employment by a 3rd party to which Premedion GmbH introduced the YOU Global representative, would damage YOU Global's business. If Premedion GmbH does employ or engage, or causes to be employed or engaged by a 3rd party, any YOU Global representative, YOU Global will be considered as the introducer and as such a placement fee in line with the above arrangements would be payable by Premedion GmbH.

8. Confidentiality

All information provided to Premedion GmbH concerning the Candidate must be treated with the strictest confidence. Premedion GmbH agrees not to contact in any way a Candidate's past or present employers without written consent of YOU Global.

This agreement itself is strictly confidential between Premedion and YOU Global.

9. Disclaimers

Although great care is taken by YOU Global to screen Candidates, YOU Global shall not be held responsible for any conduct by the Candidate which directly or indirectly results in financial or other loss or detriment for Premedion GmbH.

Premedion GmbH shall be ultimately responsible for the verification of references as to the Candidate's qualifications, capabilities, integrity, medical history and suitability to meet the position requirements. YOU Global

will endeavour to obtain references about the Candidate, but this will be done upon Premedion GmbH's request.

YOU Global may at times pay commissions or referral fees to introducers of business, and/or partly or wholly to its Consultants as remuneration. Such commission is for the account of YOU Global, and is not for the account of Premedion GmbH.

10. Effective Date & Term

These terms are effective from the date that the last signature (below) is applied, or the date on which YOU Global first receives a request to provide a Candidate(s). The terms will continue indefinitely unless cancelled by either party in writing at any time, or an amendment or amendments are agreed to in writing by both parties.

These terms will apply to any or all Candidates introduced by YOU Global to Premedion GmbH within the 12 months prior to the employment of the Candidate by Premedion GmbH, irrespective of whether these terms are cancelled before the date on which the relevant employee starts work.

11. Governing Law

This Agreement, and all non-contractual or other obligations arising out of or in connection with it, is governed exclusively by the laws of either England & Wales, United Arab Emirates, Australia or Germany at YOU Global's discretion, unless mutually agreed otherwise.

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**Signed by an authorised signatory
for and on behalf of Premedion GmbH**

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Date of signing

Signed by an authorised party for and on behalf of

Signed Oct 2012

