

### Lorem Terms and Conditions

These terms and conditions are subject to the German legal regulations concerning job placement agencies "Arbeitsvermittlungsgesetz" (AVG), the German law concerning rights and obligations "Obligationsrecht" (OR), as well as the German civil laws "Zivilprozessordnung" (ZPO).

A. These terms and conditions are an integral part of our job placement contracts. They automatically come into effect with the completion of the contract. The company involved accepts these terms and conditions as binding. In case of queries, it is obligated to contact us immediately. In such cases, the staff we have recruited will be withdrawn, and the contract will be cancelled immediately.

B. Our radiology staff has been carefully selected and must only be employed for the activities agreed on in our contract. The customer is responsible for occupational safety and must comply with the rules and regulations of occupational laws. The customer has to inform us in the process of negotiating a mandate if he or she is bound by a general overarching work contract. General rules concerning work time which apply in the customer's company must also apply for the staff supplied by our agency.

C. Staff provided through our agency is obliged to respect the internal codes of conduct of the customer's company. He or she is bound by contract to secrecy about all affairs and procedures proceeding in the customer's company. Temporary staff is subject to the customer's commands and instructions. He or she is also subject to the company's supervision and responsibility. We categorically decline all liabilities for damage caused by temporary staff. The regulations of OR – especially OR 55, 100 and 101 – are binding.

D. Qualified radiology staff is bound to comply with the work times which are common in the customer's company. Hours exceeding the work time agreed on in the contract are to be considered overtime and must be compensated in agreement with the rules and regulations applying in the customer's company. They must be listed separately on the work rapport, together with the percentage surcharge which is due. The customer is responsible to comply with the legal obligations and directions concerning occupational safety and health protection.

Worktime from the 46th through the maximum 50th hour per week will be counted as overtime and will be compensated by a bonus payment of 25% for overtime on workdays and of 50% for overtime on Sundays.

E. Before putting the applicant to work, the customer has to verify the his or her aptness for the requirements he or she will meet at his or her workplace. We have to be informed immediately if the applicant does not meet these requirements. The customer will then not be charged for the first four workhours and, if possible, we will provide a replacement.

F. We pay our staff based on the weekly work rapport which has to be provided in printed version. The worked hours have to be validated by signature on this form. The worker is in no way entitled to receive any payment from the customer directly. Any agreements between staff supplied by us and the customer are illegal and are not binding for our side.

G. Any complaints concerning invoiced work hours have to be submitted within eight days after placing the invoice. Invoices have to be paid netto within ten days. In case of a debt collection procedure, a default interest of 10% will be charged.

H. After completing the allocated time, the customer may employ the worker directly. Taking on a former customer is generally free of charge. We will charge, however, in one of the following cases:

1. if the worker has been allocated by means of our agency for less than three months
2. if the worker is employed less than three months after his or her allocation.

In these cases, the amount of compensation we charge will be the amount the customer would have been due for administration and profit during the three months' term, reduced by the amount already paid for management and profit.