

Prometheus
Medical Management GmbH
Schloßstraße 19, 82031 Grünwald



General Terms and Conditions

for clinics / hospitals / practices

PROMETHEUS Medical Management GMBH

Schloßstr. 19, 82031 Grünwald represented by
the

Managing Director: Lawyer Harald Schüttelhöfer

§1 Subject matter of the contract

On behalf of hospitals, clinics, practices, etc. (hereinafter referred to as "Principal"), PROMETHEUS Medical Management GmbH (hereinafter referred to as "PROMETHEUS") searches for suitable and available medical specialists (m/f) and experienced assistants (hereinafter referred to as "fee-based physicians/doctors") and mediates the conclusion of temporary agency agreements on a fee basis as well as employment contracts between clients and fee-based physicians. The following terms and conditions apply to the business relations between PROMETHEUS and the clients as well as between PROMETHEUS and the freelance fee-based doctors.

§2 Brokerage contract

After successful placing of the order by the client via website, e-mail, fax, letter or telephone a placement contract with PROMETHEUS is concluded. The commissioning is carried out for the client without any economic obligation. A commission claim of PROMETHEUS is performance-related, i. e. it only arises upon conclusion of a fee or employment contract.

However, the placement contract does not give rise to the client's claim to the placement of a fee-based physician; PROMETHEUS does not owe any success to PROMETHEUS. Furthermore, PROMETHEUS does not owe the brokerage of a

In the event that the physician who was initially successfully mediated does not, incompletely or inadequately perform his work for the client.



§3 Object of performance

PROMETHEUS is instructed by the client - in recognition of these General Terms and Conditions - to appoint a fee-based physician (m/f) to act as a fee-based representative or for permanent employment. The client shall inform PROMETHEUS of his ideas within the framework of the assignment at any conditions (qualification requirements, period, remuneration, accommodation, board, liability).

PROMETHEUS shall make recommendations to the client - depending on availability - after having clarified the availability and readiness of the respective candidates and, if necessary, their conditions in advance. The client is not entitled to the placement of doctors. The PROMETHEUS is only responsible for a preliminary examination of the qualification on the basis of copies of corresponding evidence.

The client is responsible for the selection of a candidate and the clarification of his or her professional and personal aptitude, as well as the responsibility for testing his or her aptitude and qualification and for inspecting the original documents. The client decides whether and with which candidate a contract should be concluded.

The placement includes the organisation and coordination of negotiations between the contracting parties, the compilation of information and the organisational preparation of the fee representative. PROMETHEUS is available as a coordinator and contact person for both the client and the fee-based physician. PROMETHEUS prepares the doctor's fee invoice on the basis of the submitted hourly statement, if desired. The physician is expressly responsible for checking the invoice details of his invoice and sending it to the client.

The physician is not entitled to placement or a minimum number of offers.

§4 Proof of qualification

The physician shall provide a copy of the following documents to PROMETHEUS immediately after registration as proof of his or her qualifications:

- curriculum vitae
- Approval - Approval
- certificate (s) from a specialist physician, if applicable
- if necessary, further proof of qualification, in particular recognition of specialisation and/or additional qualifications
- Identity card (front and back side)



- proof of professional indemnity insurance (if available)

A placement can only take place on the part of PROMETHEUS as soon as the aforementioned evidence has been provided in full. Approbation, ID card and medical certificate (s) must be presented to the clinic by the contractor at the time of commencement of work, either unsolicitedly in the original or as a certified copy at the time of the first commencement of service.

PROMETHEUS reserves the right to request further evidence, certificates or a police certificate from the contractor to prove its suitability and qualification.

§5 Fee agreement

PROMETHEUS negotiates the conditions for a fee agreement with the client and the fee-based physician. The client and the contractor undertake to inform PROMETHEUS immediately about the duration of the representation, the extension of the fee agreement as well as about the agreement of a renewed representation. After conclusion of the contract, the client sends a copy of the fee agreement to PROMETHEUS.

§6 Brokerage commission for the conclusion of a fee agreement

The client pays PROMETHEUS a commission of 6% (six percent) on the actually rendered and billed sales of the mediated fee-based physician for the placement of a fee-based physician for the assumption of a fee-based representation. The commission is net, i. e. plus the statutory value added tax of currently 19%.

The commission is usually billed monthly, for shorter periods of service the commission is billed after the expiration of these periods. The term of payment is 10 days, without deduction.

All services of PROMETHEUS are remunerated with the respective brokerage commission.

A commission is due again for a contract extension, a new edition of a contract with a fee-based physician mediated by PROMETHEUS or a renewed placement of the same fee-based physician within the binding period of 6 months (according to § 9) or another physician.



§7 Brokerage commission for the conclusion of an employment contract

PROMETHEUS shall be entitled to commission payment from the client for arranging a fee-based doctor for employment. The amount amounts to 2 months gross wages, unless individually agreed upon.

The entitlement to commission arises upon conclusion of an employment contract. This shall also apply if the employment contract is concluded as a fixed-term employment relationship. This provision shall also apply if the employment results from a fee representation mediated by PROMETHEUS or subsequently.

The commission is to be paid no later than 10 days after invoicing without deduction.

The brokerage commission covers all services provided by PROMETHEUS.

All commissions are understood to be plus the statutory value-added tax at the time of performance of the service.

§8 Remuneration of the fee representative

The amount of the remuneration shall be negotiated between the client and the contractor and agreed in the fee agreement or employment contract. For on-call duty periods, a different fee rate can be agreed upon if necessary. In addition, the fee agreement should contain agreements on the type and scope of accommodation and meals provided free of charge by the client as well as an agreement on liability.

The fee-based physician is responsible for the declaration and taxation of his or her fee income as well as the payment of social security contributions.

§9 Conservation of assets

For a period of 6 months after the end of the last activity mediated by PROMETHEUS, the client undertakes not to commission the mediated fee-based physician with a fee-based activity under exclusion or circumvention of PROMETHEUS, not to contact, to employ, to commission, to pass on, to take over into a permanent position or to pass on the data to third parties for this purpose.

Similarly, each registered fee-based physician undertakes not to enter into such an assignment. In case of adversity, the subsequent collection of the corresponding commissions takes place, plus statutory VAT. Client and fee-based physician are jointly and severally liable as joint and several debtors.



The client shall be liable for ensuring that the companies associated with him/her, if you enter into contracts with the doctor, also fulfil the cease and desist, information and commission obligations arising from this contract. Affiliated companies are companies in which the Principal has a direct or indirect interest, either directly or indirectly, in the Principal's company, or in which the Principal has a direct or indirect interest, as well as those private or legal persons with whom the Principal has cooperation or partnership agreements.

§10 Warranty

The PROMETHEUS verifies the identity, the existence of the licence of the fee representative, medical certificate (if available) on the basis of provided copies. However, this does not release the clinic expressly from the obligation to check the existence of the legal, professional and personal prerequisites for a medical activity, at the latest at the beginning of the activity.

The physician must be requested by the clinic to present his original documents or certified copies of them at the latest upon taking up his duties for the first time.

PROMETHEUS shall not be liable for any compensation obligations and other liability risks arising from the medical work of the fee representative.

Unless otherwise agreed, the client shall take out his own liability insurance to ensure that the liability risks within the scope of the medical work of the fee representative are fully covered. The fee-based physician is responsible for covering any additional liability risks. The agreements made between the doctor and hospital in the respective fee contract are decisive.

PROMETHEUS does not assume any liability for the availability, professional qualification and performance of the fee representative.

§11 Cancellation and termination

The contracting parties (client and fee-based physician) may terminate their contract at any time and without notice in the absence of an important reason, unless otherwise agreed in the contract. If the doctor is unable to provide the service for an important reason (e. g. illness, death of a close relative), the doctor must inform the client and PROMETHEUS immediately. Proof of important reasons can be requested from PROMETHEUS and/or the client.



The client may also terminate the doctor's contract for good cause. An important reason is in particular the non-suitability of the fee representative. Notice of termination must be given in writing and must be justified. The notice of termination must be given to PROMETHEUS immediately. If possible, PROMETHEUS will propose alternative candidates.

There is no obligation to provide services through PROMETHEUS.

§12 Data protection

Both the client and the contractor agree to the electronic storage of the data in a data processing system and to PROMETHEUS passing on the data to the respective other contractual partners - taking into account any blocking notices - by PROMETHEUS. This consent can be revoked at any time in writing by e-mail, fax or post. It is ensured that the data will be treated confidentially in compliance with statutory provisions and will only be used for the intended purpose in accordance with §§ 13,14 of the Federal Data Protection Act. In accordance with § 33 of the Federal Data Protection Act, it is pointed out that the data are stored in a data processing system and that it is ensured that the data are not disclosed to unauthorized persons.

§13 Forfeiture of claims

Claims from the placement contract must be asserted in writing to PROMETHEUS within a period of 3 months after termination of the representation. After expiry of this period, the claims shall be deemed forfeited.

§14 Final provision, severability clause

All changes to these General Terms and Conditions must be made in writing. Should one of the aforementioned provisions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

§15 Applicable law, place of jurisdiction

The laws of the Federal Republic of Germany shall apply. The place of jurisdiction is Grünwald near Munich.

Last update: June 19th, 2017

