



General Terms and Conditions for the Recruitment of Foreign Skilled Workers of Professional link to Germany UG (limited liability)

§ 1 Scope of Application

(I) The following General Terms and Conditions apply to the business relationships of Professional link to Germany UG (haftungsbeschränkt) (hereinafter referred to as the "Contractor") and the Client (hereinafter referred to as the "Client"). The General Terms and Conditions are accepted by the Client upon placing the order and are valid for the entire duration of the business relationship.

(II) Deviating terms and conditions, general terms and conditions of business or terms and conditions of purchase of the Client shall only apply with the written consent of the Contractor. They also do not become part of the contract if the contractor does not expressly object to them.

(III) Amendments to the contract, ancillary agreements, assurances, verbal agreements shall require written confirmation by the Contractor in order to be effective. Nor can these requirements be tacitly waived.

(IV) The interested party becomes the client by requesting a candidate profile (or exposé) or by contacting the proposed candidate.

(V) These General Terms and Conditions shall also apply to all future transactions between Professional link to Germany UG (haftungsbeschränkt) and the Client, without the need for a further reference to the General Terms and Conditions.

§ 2 Subject Matter of the Contract / Description of Services

(I) Professional link to Germany UG (haftungsbeschränkt) offers services in the field of placement of foreign skilled workers. Depending on the contractual agreement, these benefits may be the placement of a foreign candidate for the purpose of obtaining a job as a skilled worker (hereinafter referred to as the "candidate"), as well as assistance to the candidate in acquiring and proving language skills, applying for the residence permit required for the exercise of a profession in Germany and assistance in obtaining recognition of the candidate's professional qualifications in Germany, or other services. services to be agreed between the contracting parties.

(II) Professional link to Germany UG (haftungsbeschränkt) places foreign skilled workers with clients for permanent employment or for another contractual relationship on the basis of a specific requirement profile.

(III) The basis of the contract is the legally valid contract together with these General Terms and Conditions that the Client has received.

(IV) The client commissions Professional link to Germany UG (haftungsbeschränkt) with the



proof and placement of (specialist) personnel. Professional link to Germany UG (haftungsbeschränkt) provides the Client with candidate profiles, CVs, employment references, certificates and/or similar information about suitable candidates for certain positions. Before the above information is made available to the client, Professional link to Germany UG (haftungsbeschränkt) makes a pre-selection and checks the basic suitability of the candidates with regard to the requirement profile of the position to be filled (matching). On request, Professional link to Germany UG (haftungsbeschränkt) can provide the Client with further information (e.g. certificates, notice periods and salary expectations) about the candidate.

(V) Candidate or applicant profiles that the Client receives from Professional link to Germany UG (haftungsbeschränkt) remain the property of Professional link to Germany UG (haftungsbeschränkt).

Each individual profile must be treated strictly confidentially. If the candidate or applicant is not hired, the data must be deleted immediately.

(VI) The disclosure of the candidate or applicant profiles requires the consent of Professional link to Germany UG (haftungsbeschränkt).

§ 3 Duties and Services of the Client

(I) All of the information and documents required by Professional link to Germany UG (haftungsbeschränkt) that are required for the provision of the services assumed must be provided by the Client in good time.

(II) Documents, documents and information provided by Professional link to Germany UG (haftungsbeschränkt) to the Client are intended exclusively for the respective Client. The latter is not entitled to pass on the documents, documents and information about the candidates (neither in the original nor in copy) to third parties. Any disclosure requires the consent of Professional link to Germany UG (haftungsbeschränkt).

(III) After the conclusion of the contract with the candidate, the Client must inform Professional link to Germany UG (haftungsbeschränkt) in writing immediately, but no later than two weeks, that a contract has been concluded with the candidate proposed by Professional link to Germany UG (haftungsbeschränkt).

(IV) Professional link to Germany UG (haftungsbeschränkt) must be informed in writing of the details of the contract – in particular of the gross salary agreed between the client and the candidate. After the candidate's consent and upon request, the Client shall provide Professional link to Germany UG (haftungsbeschränkt) with a copy of the employment contract (or service contract).

(V) It is the Client's responsibility to carry out the final aptitude test of the candidate, in particular the examination of the candidate's information, references, certificates, certificates and other qualifications.

(VI) Travel expenses incurred for the presentation/introduction of the candidate to the client



on site are to be paid directly by the client.

§ 4 Remuneration

(I) Unless otherwise stipulated in the offer, the remuneration for the services of Professional link to Germany UG (limited liability) is made by the Client as a lump sum per candidate to Professional link to Germany UG (limited liability).

(II) The services are remunerated in two instalments. The aforementioned amounts shall be invoiced by the Contractor to the Client. The first instalment is due for payment immediately and without deduction after the contractor has placed the order by the client. The second discount is due for payment immediately and without deduction after the conclusion of the contract with the candidate.

(III) All amounts mentioned are plus the applicable statutory value added tax, should the services be subject to VAT. Amounts offered are always net amounts.

(IV) Unless a different fee has been agreed between Professional link to Germany UG (haftungsbeschränkt) and the client, the fee is 25% of the gross annual salary agreed with the candidate plus the applicable VAT. The first advance payment amounts to 5000€ (according to § 4, para. (II)) and is due for payment immediately and without deduction after the contractor has placed the order by the client. The assignment is deemed to have been given when the client gives the candidate an employment contract; a separate, written assignment of the order is not mandatory.

(V) Unless otherwise agreed, the annual gross salary shall be used to calculate remuneration. The annual gross salary is calculated from all remuneration components, in particular from the performance-related components (such as one-off payments, non-cash benefits or allowances) and/or performance-related components (such as royalties, bonuses, profit shares).

(VI) The non-performance-related salary commitments are assessed at their tax value. Performance-related components are recognised at their normally expected or usual value.

(VII) In the case of contractual relationships other than contracts for permanent employment, the gross salary is calculated on the basis of the normally expected or customary remuneration.

(VIII) If within 12 months

- after initial receipt of documents about the candidate from Professional link to Germany UG (limited liability), or
- if the Professional link to Germany UG (haftungsbeschränkt) has presented a candidate, or
- if Professional link to Germany UG (haftungsbeschränkt) has arranged a job interview, or
- if Professional link to Germany UG (haftungsbeschränkt) has established contact between the client and the candidate,



a contract for permanent employment or another service contract has been concluded by the client with the candidate, a fee claim of Professional link to Germany UG (limited liability) against the client arises. The fee claim arises regardless of whether Professional link to Germany UG (haftungsbeschränkt) has received written confirmation of the sending of documents, introductions or establishment of contact by the client. The fee claim arises regardless of the position in which the candidate was hired.

(IX) If the candidate is hired by the client's group within 12 months, a fee claim also arises. The position of the candidate hired is irrelevant. This provision applies regardless of whether the brokerage contract has already expired, terminated or otherwise terminated at that time.

(X) There is also a claim to fees if the employment/service relationship has been terminated, terminated, contested, terminated, restructured internally or terminated in any other way by the client before the start of work. This does not apply in the event of rejection or non-appearance of the candidate for work or application. In these cases, the client does not incur any further costs.

§ 5 Liability and Warranty

§ 5.1 Liability

(I) In principle, the Contractor shall not be liable for any damage caused by a Candidate in the course of or in the course of his or her work.

(II) The Contractor assumes no responsibility for the actual personal and professional suitability of the candidates, the successful completion of the language examinations by

the candidates, the receipt of a residence permit in Germany or the successful completion of a professional recognition procedure. Furthermore, the Contractor does not assume any responsibility for the performance of the employment contract concluded between the Client and a Candidate.

(III) Service descriptions of the contractor contained in brochures, advertisements, websites, etc. are non-binding and do not become part of the contract.

(IV) The liability of the Contractor and its vicarious agents is limited to property damage in the event of intent and gross negligence.

§ 5.2 Warranty

(I) The Contractor does not guarantee that a candidate recommended by him will also actually meet all the personal and professional expectations placed by the client in the candidate or can achieve certain results.

(II) The Contractor does not guarantee the actual qualification or suitability of a placed candidate, their quality of work, way of working, ability to work under pressure or personal reliability.

(III) Untrue or incomplete information provided by the Candidates or by the Client excludes a



guarantee on the part of the Contractor.

§ 6 Data protection

(I) When initiating, concluding and processing the contractual relationship, the contractor collects, stores and processes personal data of the client within the framework of the statutory provisions. By submitting an application, signing the offer, signing the contract or placing an order, the Client expressly agrees to this.

(II) Personal data of the Client shall be used exclusively within the scope of the operations necessary for the activity owed. Other types of use outside the actual activity require the express consent of the client.

(III) The storage and processing of all personal data is carried out in compliance with the General Data Protection Regulation (GDPR) in the applicable version.

§ 7 Severability clause

Should a provision of the contract be or become incomplete or ineffective, the validity of the contract and the other provisions shall not be affected. Such a provision is then deemed to have been agreed that comes as close as possible to the expressed contractual intention in a permissible manner.

§ 8 Written form

Apart from the contractual provisions set out in writing in the offer and these General Terms and Conditions, no further agreements have been made. Changes

and additions to this contract require a written agreement in order to be effective. The written form requirement can only be waived in writing.

§ 9 Choice of Law and Place of Jurisdiction

(I) The business relationships between the Contractor and the Client shall be governed exclusively by the law of the Federal Republic of Germany.

(II) The place of jurisdiction is Heilbronn. This expressly also applies to disputes in the deed proceedings.

As of 02.5.2024

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