

§ 1 Terms and conditions of placement

1.1.

If the recruitment agency successfully introduces an employee (the referred person) to the employer, the recruiter shall receive a one-time fee from the employer.

The fee amounts to 100% of one month's gross salary of the referred person, plus VAT.

The commission is due in four instalments of 25% each.

The **first payment** of 25% is due after **7 calendar days**. *If the employment relationship ends before the **seven calendar days** have passed, the first 25% instalment is not payable.*

The **second payment** of 25% is due after **37 calendar days**. *If the employment relationship ends before the **thirty-seven calendar days** have passed, the second 25% instalment is not payable.*

The **third payment** of 25% is due after **67 calendar days**. *If the employment relationship ends before the **sixty-seven calendar days** have passed, the third 25% instalment is not payable.*

The **final payment** of 25% is due after **97 calendar days**. *If the employment relationship ends before the **ninety-seven calendar days** have passed, the final 25% payment is not payable.*

The placement is considered successful if the employment relationship lasts for **seven calendar days**.

1.2.

The fee is payable in four instalments ($4 \times 25\%$), each amounting to **25% of one month's gross salary of the referred person**.

The **four payments of 25% each become due** when the employment relationship between the employer and the referred person has lasted **without termination**:

seven (7) calendar days	1st payment of 25%
thirty-seven (37) calendar days	2nd payment of 25%
sixty-seven (67) calendar days	3rd payment of 25%
ninety-seven (97) calendar days	4th payment of 25%

The decisive factor for the recruiter's entitlement is therefore not the actual end of the employment relationship, but the moment of the unilateral or mutual declaration aimed at terminating the employment relationship (e.g., notice of termination or termination agreement).

The period begins on the first day of work or probationary day.

If the employment relationship ends before the **seven calendar days** have passed (regardless of the legal reason), the recruiter has no entitlement to a fee.

1.3.

The service of the recruiter is free of charge for the referred person.

§ 2 Invoicing

2.1

Invoicing shall be carried out

directly by the sole proprietorship „Christian Hoh“.

2.2

Invoicing shall be issued immediately upon the due date of the recruitment agency's claim (i.e., after the employment relationship has lasted **seven calendar days**).

Once the employment relationship of the placed candidate has lasted **seven calendar days**, the recruitment agency's service shall be considered fully performed.

The payment term shall be seven (7) calendar days.

2.3

Should a warranty case occur pursuant to Clause 1.3, this shall have no effect on the due date of the claim.

The invoice shall still be settled.

§ 3 Conditions for Collective Agreements and Employment Contracts

3.1

The employer undertakes to employ the placed candidate in accordance with the terms of the collective bargaining and employment agreements applicable to the employer, in particular to remunerate the candidate accordingly.

If no collective agreement is applicable, the employer undertakes to pay the placed candidate a customary and reasonable remuneration in accordance with Section 612(2) of the German Civil Code (BGB).

3.2

The placed candidate shall receive from the recruitment agency the following information provided by the employer (in accordance with the job description):

- Job and requirements profile
- Cost of employee accommodation
- Working hours / vacation
- Monthly gross salary

§ 4 Employment as a skilled worker / Recognition of international qualifications

Employment shall be in accordance with the standard of a skilled worker, provided that the respective qualifications are submitted. If international employees from the EU or EEA are placed, the employer shall recognize the respective qualifications or diplomas (certificates) in accordance with the legal provisions, i.e., to the extent that they are comparable with the corresponding official documents. Should an employee submit falsified or incorrectly translated documents, the legal responsibility lies solely with the employee. The recruitment agency shall bear no legal responsibility for any incorrectly translated or falsified diplomas (application documents).

§ 5 Support, Administration & Management

The employer shall be responsible vis-à-vis the recruitment agency for ensuring that all registration, social security, and other applicable regulations related to the commencement of the employee's employment are complied with (*e.g., primary residence, bank account, health insurance, tax number, etc.*).

§ 6 Employee accommodation

The employer shall provide the employee with staff accommodation, if necessary. The costs for the staff accommodation shall be communicated to the recruitment agency in advance.

§ 7 Disclaimer

The recruitment agency assumes no liability towards the employer for any property, personal, or financial damages caused by the employee in the course of their employment. The agency is not a party to the contractual relationship between the employer and the employee; in particular, the employee is not an agent or assistant of the recruitment agency.

§ 8 Subsequent successful placement

A placement shall also be deemed successful within the meaning of Clause 1 if the employer establishes an employment relationship with one of the candidates proposed to them within twelve (12) months from the date on which the candidate was proposed. The employer undertakes to inform the recruitment agency without delay—and at the latest upon specific request—whether they have established an employment relationship with a candidate proposed by the recruitment agency within the aforementioned period.

Final Provisions

Any agreements deviating from this placement contract must be made in writing. This also applies to any amendment or cancellation of this written form requirement.

The place of performance for all obligations under this contract shall be Konstanz. The place of jurisdiction shall also be Konstanz, to the extent legally permissible.

The governing law for the interpretation of this contract and for all related legal disputes shall be the law of the Federal Republic of Germany.

The provisions of the German Civil Code (BGB), as well as the legal regulations applicable to recruitment, shall in particular apply to this placement contract.

Should any provision of this contract be wholly or partially invalid, this shall not affect the validity of the remaining provisions.

In the event of an invalid provision, the parties shall be obliged to negotiate a valid substitute provision that comes as close as possible to the economic purpose pursued by the parties with the invalid provision.

Professional chamber to which the service provider belongs:

Chamber of Industry and Commerce

Professional title:

Private Recruitment Agency

VAT Identification Number:

DE 267 88 39 02

Company Registration Number:

241 970 35