

§ 1 Placement Terms

1.1

If the recruiter successfully places an employee (the placed candidate) with the employer, the recruiter receives a one-time fee from the employer.

The fee amounts to 100% of one month's gross salary

of the placed candidate, plus VAT.

The first payment in the amount of **EUR 1,000 net** is due after **7 calendar days**.

*If the employment relationship ends before the **seven calendar days** have elapsed, the first payment is not due.*

The **final payment** in the amount of the **gross monthly salary** is due after **37 calendar days**.

The advance payment of EUR 1,000 net **will be offset and deducted from the final payment**.

*If the employment relationship ends before the **thirty-seven calendar days** have elapsed, **the final payment is not due**.*

The placement is considered successful once the employment relationship has existed for **seven calendar days**.

1.2

The fee becomes due in two payments.

For the recruiter's entitlement to payment, the decisive factor is not the actual end of the employment relationship but the moment of the unilateral or mutual declaration aimed at terminating the employment relationship (such as a resignation or termination agreement).



The period begins on the first working day or trial day.

If the employment relationship is terminated before the **seven calendar days** have elapsed (regardless of the legal grounds), the recruiter is not entitled to any fee.

1.3

The recruiter's service is free of charge for the placed candidate.

§ 2 Invoicing

2.1

Invoicing is carried out **directly by the sole proprietorship "Christian Hoh."**

2.2

Invoicing takes place immediately after the recruiter's claim becomes due

(i.e., after the employment relationship has existed for seven or thirty-seven calendar days).

The payment term is 7 calendar days.

§ 3 Conditions for Collective Bargaining and Employment Contracts

3.1

The employer undertakes to employ the placed candidate in accordance with the



terms and conditions of the applicable collective bargaining agreements and employment contracts, and in particular to remunerate them accordingly. If no collective agreement applies, the employer undertakes to pay the placed candidate a customary and appropriate remuneration within the meaning of § 612 (2) BGB.

3.2

The placed candidate receives the following information about the employer from the recruiter (in accordance with the job description):

- *Job and requirement profile*
- *Cost of staff accommodation*
- *Working hours / vacation*
- *Monthly gross salary*

§ 4 Employment as Skilled Worker / Acceptance of International Qualifications

Employment is carried out according to the standard of a skilled worker, provided that the relevant qualifications are submitted. If international employees from the EU or EEA are placed, the employer accepts the respective qualifications or diplomas (certificates) in accordance with legal regulations, i.e., insofar as they are comparable with the corresponding certificates.

If an employee has submitted falsified or incorrectly translated documents, the legal responsibility lies solely with the employee. The recruiter bears no legal responsibility for any incorrectly translated or falsified diplomas (application documents).

§ 5 Support, Administration & Management

The employer is responsible, in relation to the recruiter, for ensuring that all registration, social security, and other legal requirements in connection with the employee's commencement of employment are complied with (e.g., main residence, bank account, health insurance, tax number, etc.).

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§ 6 Staff Accommodation

The employer provides the employee with staff accommodation, if necessary. The costs for the staff accommodation are communicated to the recruiter in advance.

§ 7 Disclaimer / Limitation of Liability

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

§ 8 Subsequent Successful Placement

A placement is also considered successful within the meaning of § 1 if the employer establishes an employment relationship with one of the candidates proposed to them within 36 months from the date the candidate was presented. The employer undertakes to inform the recruiter without delay—at the latest upon specific inquiry—whether or not they have established an employment relationship with a candidate proposed by the recruiter within the specified period.

Final Provisions

Agreements that deviate from this placement contract must be made in writing. This also applies to any amendment or waiver of this written form requirement. The place of performance for all obligations under this contract is Konstanz. As far as legally permissible, the agreed place of jurisdiction is also Konstanz.

The governing law for the interpretation of this contract and for all related legal disputes is the law of the Federal Republic of Germany. In particular, the provisions of the German Civil Code (BGB) and the legal regulations regarding personnel placement shall 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 are obliged to negotiate a valid replacement provision that comes as close as possible to the economic purpose pursued by the parties with the invalid provision.

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Professional chamber to which the service provider belongs:

Chamber of Industry and Commerce

Professional title:

Private recruiter

VAT identification number:

DE 267 88 39 02

Company registration number:

241 970 35