



## **Terms of Service**

The company Your Future Europa GmbH - hereinafter referred to as "YFE" - provides support services when filling vacancies with customers. We are committed to the WHO Code of Conduct for the International Recruitment of Health workers that we do international recruitment fair, transparent and sustainable and designed in such a way that negative effects on the health systems of developing countries are avoided and the rights of migrants are protected. Bearing in mind that we do not restrict professionals' rights to international mobility. For this purpose, the customer and YFE agree to work together on the following special conditions for recruitment.

### **§ 1 Scope**

The following conditions are part of all offers, order confirmations and contracts between YFE and the customer in the field of personnel placement. Special agreements in mediation and framework contracts replace the conditions mentioned below.

### **§ 2 Services**

- (1) YFE will search for potentially suitable candidates for the position to be filled by the customer and, after a pre-selection, bring them to the attention of the customer. YFE carries out pre-qualifying interviews independently and informs the customer about the progress.
- (2) After a pre-qualification and presentation of various candidates to the customer, the customer is responsible for the sole and final decision on the person to be hired.
- (3) Interviews / appointments of the candidates with the customer are coordinated by YFE. The customer bears all the necessary costs of the candidates (such as travel costs, accommodation costs).

### **§ 3 Requirement profile, obligation of the customer**

- (1) The pre-qualification and selection of the persons to be presented is based on the requirement profile described by the customer. This is specified in cooperation and coordination with the customer and YFE.
- (2) The customer must ensure that YFE has all the information and documents required for the provision of the services assumed available in good time.
- (3) All customers are obliged to commit to the following points:

Our business partners

- are committed to responsible action, because the motto "Responsible action can only be taken by those who are aware of their responsibility" also applies to them. Compliance with law and order with the special requirements for ethical behavior should be present.
- are committed to ensuring that internationally recruited nurses are treated in a fair, transparent and sustainable manner and designed in such a way that negative effects on the health systems of developing countries are avoided and the rights of migrants are protected.
- are committed to immediately preventing discrimination in the employment relationship and profession and to taking measures to ensure harmonious coexistence.

### **§ 4 Fee**

- (1) Unless otherwise agreed, the fee is success-oriented and is calculated as a percentage of the contractually agreed gross annual salary of the placed candidate. Regulations on this are made depending on the individual order and the requirements of the individual case.
- (2) The actual, contractually agreed first gross annual salary is decisive for the calculation of the fee. When calculating the first gross annual salary, all remuneration components (special payments, bonuses, performance bonuses or other variable and fixed salary components) are included in their normally expected or promised amount.
- (3) The fee is due when the employment relationship is established, ie when both parties sign the employment contract.
- (4) The customer must submit a photocopy of the employment contract to YFE immediately, but no later than 1 week after signing, so that the fee can be calculated. After invoicing by YFE, the resulting amount is due for payment within 14 days.
- (5) YFE's claim to remuneration exists regardless of the position and activity in which the candidate presented by YFE is hired or used by the customer.
- (6) The fee does not include the applicable VAT.
- (7) The candidate receives for his activity for the entire duration of the recognition process, the Advice and support when dealing with authorities, the Apartment Search, the Mediation and integration no remuneration from the client. This also applies to possible ancillary agreements and/or arrangements that contradict the employer pays principle.

We would also like to point out that the present contract does not contain any provisions on commitment and repayment clauses for the candidate that conflict with the legal framework for commitment and repayment clauses specified in labor law.

### **§ 5 Loyalty**



(1) The customer undertakes, for a period of 12 months after sending a profile, not to enter into an employment relationship with this candidate, either directly or indirectly, nor to employ him as a freelancer, unless on the basis of a contract with YFE or their express one Approval.

#### **§ 6 Substitute Efforts**

If the employment relationship with a candidate placed by YFE is terminated within three months of starting work due to the candidate's lack of professional qualifications, YFE offers to work again at a reduced fee. Details are regulated in a separate agreement between the customer and YFE.

#### **§ 7 Liability**

(1) YFE is not liable for circumstances or damage caused by the candidate in the course of his work. No guarantee is given, in particular no guarantee is given for the quality of work, working methods and resilience of the placed candidate or his/her personal reliability. Recourse and other claims for compensation by the customer are excluded.

(2) Untrue or incomplete information provided by the mediated candidates to the YFE excludes any liability on the part of the YFE. The customer alone is responsible for checking the information provided by the candidate.

(3) YFE does not guarantee the suitability of pre-qualified job applicants. It is not liable for damage caused by unsuccessful occupations. The decision to hire a specific person is entirely up to the client. YFE has no liability for this. Liability for faulty selection is excluded.

(4) YFE's liability for damage of any kind is excluded, unless grossly negligent or intentional behavior is involved.

#### **§ 8 Hiring by Third Parties**

(1) The customer is not entitled to pass on knowledge, documents or other information about the candidates presented by YFE to third parties or to present these candidates to third parties without the prior written consent of YFE. "Third party" is any natural or legal person or majority of persons other than the customer, including companies affiliated with the customer in accordance with Section 15 AktG. (2) If the customer is a person originally assigned to him

was introduced by YFE and/or worked for him via YFE, introduces to a third party or otherwise makes known to him, the customer is obliged to pay the fee resulting from the corresponding application of § 4 if this candidate is hired by the third party.

#### **§ 9 Confidentiality**

YFE undertakes to maintain confidentiality towards the customer regarding all information that becomes known within the framework of the contractual relationship. Likewise, the customer is obliged to maintain secrecy about all information about YFE that becomes known to him within the framework of the contractual relationship.

#### **§ 10 Final Provisions**

(1) Should a provision of these terms and conditions be or become invalid, the validity of the remaining provisions shall remain unaffected. Both contracting parties are obliged to agree on a provision that comes as close as possible to what was originally intended from an economic and legal point of view in place of the invalid provision. The same applies to filling any gaps in the contract.

(2) Verbal ancillary agreements require written confirmation by YFE to be effective. This also applies to the cancellation of this written form agreement.

(3) The exclusive place of jurisdiction for all disputes arising from the contractual relationship is Hamelin.

(4) The law of the Federal Republic of Germany applies.