

General Terms and Conditions (GTC)

Heinz Personnel Solutions GmbH

Effective: July 2025

Section 1 Subject and Principles of Cooperation

(1) Heinz Personnel Solutions GmbH ("Agency") acts as an intermediary between healthcare employers and international nursing professionals.

(2) The Agency commits to the principles of the "Fair Recruitment Care Germany" seal and to international human rights standards, especially:

- WHO Global Code of Practice
- ILO Core Labour Standards
- UN Guiding Principles on Business and Human Rights

(3) Recruitment is free of charge for the professionals. All related costs (language courses, exams, visa, travel) are covered by the agency or the employer.

Section 2 Contract and Placement

(1) The contract is concluded by written agreement.

(2) The Agency refers candidates matching the clients profile.

(3) The client commits to provide complete and truthful requirements.

(4) The client also agrees to provide integration and onboarding support (e.g., language promotion, accommodation, social integration).

Section 3 Commission

(1) The commission becomes due upon signing of the employment contract.

(2) Amount is defined in the individual agreement.

(3) Invoicing is payable without deductions within the agreed payment term.

Section 4 Data Protection

(1) The Agency processes personal data only for the recruitment process and legal compliance.

(2) Sharing with third parties only occurs if necessary.

(3) The current data privacy statement applies.

Section 5 Use of Images and Video

- (1) Professionals may consent to photos/videos being used for public relations purposes.
- (2) Consent may be revoked at any time.

Section 6 Disclaimer

- (1) The Agency assumes no liability for suitability, qualification or retention.
- (2) Responsibility for hiring lies with the client.

Section 7 Termination

- (1) Both parties may terminate with two weeks' notice.
- (2) Documented expenses may be charged in case of early termination.
- (3) Upon termination, personal data must be deleted.

Section 8 No Repayment Obligation for Professionals

- (1) No repayment is required from the professionals for services provided.
- (2) Exceptions apply only in cases of proven abuse and must be proportionate and transparent.
- (3) Professionals must not bear financial risk.

Section 9 Complaints

- (1) An internal complaint system is available, anonymously or by name.
- (2) Complaints are reviewed and used for process improvement.

Section 10 Final Provisions

- (1) Amendments require written form.
- (2) Jurisdiction is Berlin.
- (3) German law applies exclusively.