

GENERAL TERM AND CONDITIONS (GTC)

*This document is a translation of the German „Allgemeinen Geschäftsbedingungen (AGB)“.
The German original is legally binding.*

§ 1 Scope of Application

These General Terms and Conditions (AGB) govern the contractual relationship between Heinz Personnel Solutions GmbH (“Agency”) and its clients (“Companies”) within the framework of the search, selection, placement, and integration of internationally trained nursing professionals.

These GTC also apply accordingly to nursing professionals and other professionals whom we support, insofar as they are in a contractual relationship with the Agency (e.g., placement agreement).

For clients, the GTC apply as business-related general terms and conditions pursuant to § 14 BGB. For nursing professionals, they apply only insofar as they concern transparency, protection, and information obligations and do not conflict with consumer protection regulations.

§ 2 Subject Matter of the Contract

The subject matter of the contract is the search, selection, placement, and integration of internationally trained nursing professionals for employment in Germany, as well as consulting in this field. The Agency provides its services in accordance with the requirements of the “Faire Anwerbung Pflege Deutschland” quality seal and the relevant legal provisions.

The following six guiding principles of the “Faire Anwerbung Pflege Deutschland” quality seal are a binding component of these General Terms and Conditions as well as of all contractual agreements with clients, nursing professionals, and business partners:

1. Written documentation for verifiability
2. No-cost recruitment process for nursing professionals
3. Limitation of economic risk for nursing professionals
4. Transparency regarding structures, services, and costs

5. Sustainability and participation
6. Overall responsibility throughout the service chain

Compliance with these guiding principles is mandatory for all contracting parties and is regularly monitored by the Agency. Further information can also be found in our Declaration of Commitment.

§ 3 Conclusion of Contract & Written Form

The contract between the Agency and the client is concluded by signing an individual placement agreement. Amendments and additions require the written form.

§ 3.1 Voluntariness of Job Acceptance

The nursing professional is free to decline any proposed job offer without giving reasons. The nursing professional is never obligated to accept a job offered through the Agency. A rejection has no adverse effect on the further placement process or on cooperation with the Agency. Matching is carried out exclusively on the basis of objective criteria (qualification, language level, professional experience) as well as the individual preferences of the nursing professional and the future employer.

§ 3.2 Retroactive Submission of Documents

The nursing professional is entitled to submit required documents (e.g., language certificates, recognition notices, official confirmations) retroactively, provided this is necessary for the continuation or completion of the procedure. Late submission does not result in any disadvantage, unless the delay was caused intentionally by the nursing professional.

§ 4 Duties of the Agency

The Agency undertakes to provide transparent written documentation of the entire placement, recognition, and integration process (Annex A). Matching is carried out based on objective criteria such as qualification, professional experience, and the preferences of the nursing professional as well as the requirements of the client. Discrimination is excluded.

The Agency ensures compliance with all legal requirements, including adherence to the ILO Core Labour Standards, the ILO General Principles and Operational Guidelines for Fair Recruitment, and the WHO Global Code of Practice.

§ 5 Duties of the Client

The client undertakes to provide the Agency with all information and documents required for the placement in a timely and complete manner, in particular job profiles, requirements, and deployment conditions. The client supports the nursing professional in integrating into the organization as well as in participating in language and professional training.

The client further undertakes to maintain a structured operational and social integration management system. This includes, in particular:

- systematic onboarding of the nursing professional based on a written onboarding concept
- provision of a qualified practice instructor throughout the entire recognition and onboarding phase
- measures for social integration within the team and the working environment (e.g., mentoring, buddy programs)
- active support for job-related language learning, including time off, internal learning opportunities, or cooperation with language course providers
- designation of a fixed contact person for professional and personal matters
- documentation of all integration, language support, and onboarding measures, as well as making such documentation available to the Agency upon request

The client shall ensure that all the above-mentioned measures and instruments are available in written form and are prepared in an accessible and target-group-appropriate manner.

§ 6 Recognition Procedure under the Nursing Professions Act and Right of Choice of Compensation Measures

(1) The Agency provides all internationally trained nursing professionals with comprehensive information on the recognition procedure in Germany in accordance with the statutory provisions of the Nursing Professions Act (PfIBG).

(2) In particular, nursing professionals are provided in writing and in a language they understand with information on the compensation measures available in Germany, namely:

- the proficiency test (Kenntnisprüfung) pursuant to § 40 PflBG
- the adaptation course (Anpassungslehrgang) pursuant to § 40 PflBG

(3) The nursing professional has a legally established right pursuant to § 40 para. 3 sentence 3 PflBG to freely choose between the compensation measures. The Agency ensures that this right of choice is clearly communicated and that no contractual or factual restrictions exist.

(4) Information on the recognition procedure is provided to the nursing professional in writing and in a language they understand prior to the start of the procedure.

(5) Should additional compensation measures be listed in § 40 PflBG, such measures apply in addition to the ones mentioned above.

§ 7 Remuneration & Payment Terms

The remuneration is based on the individually agreed placement fee. All prices are exclusive of statutory VAT. Unless otherwise agreed, invoices are due for payment without deduction within 14 days of the invoice date.

§ 8 Cost Transparency & Employer-Pays Principle

No direct or indirect placement fees or costs are incurred by nursing professionals. The Employer-Pays Principle is consistently implemented.

If a certain language level is required for participation in the placement program, the nursing professional may claim reimbursement from the Agency for language acquisition costs actually incurred—including course fees, examination fees, and administrative costs—up to one year retroactively from the date of signing the German employment contract. Reimbursement is made no later than upon commencement of employment in Germany and only upon submission of appropriate payment receipts.

§ 8.1 Prohibition of Deposits, Security Payments, and Contractual Penalties

No deposits, security payments, advance payments, or any other precautionary payments may be demanded from the nursing professional at any time. Likewise, retroactive payments such as contractual penalties or fees of any kind are prohibited.

This prohibition applies to the entire service chain. The Agency contractually obliges all clients, business partners, and subcontractors to comply with this regulation. Any agreement that violates this payment prohibition is invalid. The nursing professional must not suffer any financial disadvantage as a result.

§ 8.2 Reimbursement of Self-Paid Language Course Costs

(1) Notwithstanding the prohibition of passing on any costs to the nursing professional under the Employer-Pays Principle, the nursing professional has the right to receive reimbursement for language acquisition costs they have paid themselves, up to one year retroactively from the date of signing the German employment contract.

(2) Only the following costs are eligible for reimbursement:

- fees for language courses in the country of origin
- examination fees in the country of origin
- administrative fees (translations, certifications, documents, visas, recognition procedures)

(3) Reimbursement shall be made upon submission of appropriate payment receipts, no later than upon commencement of employment in Germany.

(4) This reimbursement obligation is an integral part of the Employer-Pays Principle and applies to the entire service chain. Deviating agreements are invalid.

§ 9 Recognition Procedure and Right of Choice of Compensation Measure

The Agency ensures that all internationally trained nursing professionals are comprehensively informed about the recognition procedure in Germany under the Nursing Professions Act. In particular, candidates are explicitly informed of their statutory right pursuant to § 40 para. 3 sentence 3 PflBG to freely choose between the proficiency test and an adaptation course as compensation measures. This information is

provided in writing and in a language the nursing professional understands before the recognition procedure begins.

(1) Fundamental Principle

Repayment obligations exist exclusively in accordance with the requirements of the “Faire Anwerbung Pflege Deutschland” quality seal and only for verifiably incurred costs in the country of origin. Travel, visa, recognition, or costs incurred in Germany are expressly excluded.

(2) Eligible Cost Items

Repayments may include only the following costs:

1. actual fees incurred for language courses in the country of origin
2. examination fees in the country of origin
3. administrative fees (translations, certifications, documents, visas, recognition procedures)
4. any subsistence allowances provided during the language course

All other costs are excluded.

(3) Maximum Repayment Amount

The maximum repayment amount is EUR 2,000 and is clearly highlighted to the nursing professional before conclusion of the contract.

The maximum repayment amounts are based on the actual costs incurred for each item and may not exceed the amounts listed in the following table:

| Cost item | Amount in € |
|--------------------|-------------|
| Language Course A1 | 300,00 € |
| Language Course A2 | 300,00 € |
| Language Course B1 | 300,00 € |
| Language Course B2 | 300,00 € |
| Intensive Review | 150,00 € |
| B2 Exam Fee | 150,00 € |
| Refresher B2 | 250,00 € |
| Translations | 200,00 € |
| Authentication | 50,00 € |

(4) Repayment Exemptions

No repayment obligation exists if the language course is discontinued:

- during the first 50 teaching units
- for health reasons (with medical certificate)
- in the event of pregnancy
- due to force majeure
- in the event of the death of a family member of the 1st or 2nd degree
- in the case of visa refusal
- if the process is terminated by Heinz Personnel Solutions, the employer, or the partner agency
- in the case of a proven violation of the quality seal by partner agencies, the placement agency, or any partner
- if the nursing professional is not at fault

(5) Repayment Obligation

A repayment obligation exists only if the nursing professional prematurely discontinues the language course for reasons attributable to them. The repayment amount may relate only to the eligible costs listed in paragraph (2).

(6) Repayment Modalities

Repayments will be made only upon submission of appropriate proof of payment. Installment payments are possible at any time upon request of the nursing professional. Salary deductions are not permitted.

(7) Transparency Obligation

Before the conclusion of the contract, the Agency provides the nursing professional with a written, understandable, and language-appropriate overview of all potential repayment costs and the maximum repayment amount.

(8) Termination Right During the Language Course

The nursing professional has a monthly termination right throughout the entire language course.

§ 10 Responsibility in the Service Chain

The Agency ensures compliance with these AGB and the RAL requirements throughout the entire service chain. Partner agencies and subcontractors are contractually obligated

to adhere to the same ethical, legal, and quality standards. The Agency regularly reviews compliance and terminates cooperation in case of violations.

General Audit Reservation

The Agency reserves a general audit right. This means that all clients, business partners, and involved organizations are regularly reviewed regarding compliance with the AGB, the Declaration of Commitment, and the guiding principles of the “Faire Anwerbung Pflege Deutschland” quality seal.

Case-Related Audit Reservation

If a notice, complaint, or suspicion of rule violations arises, a case-related audit reservation applies. In such cases, the Agency immediately conducts an examination of the affected processes or partners and initiates necessary measures.

§ 11 Provision of Documents & Language

All relevant documents, contracts, and information are provided to nursing professionals in a timely manner, in writing, and in a language they understand.

§ 12 Complaint Mechanism

The Agency provides a low-threshold complaint mechanism for nursing professionals and clients (e.g., email address, online form, telephone contact). Submissions are acknowledged within five working days and processed within 30 days. Whistleblowers are protected from disadvantage or retaliation. Complaints and their processing are documented and used for internal audits.

§ 13 Data Protection

The processing of personal data is carried out in accordance with the GDPR and the Agency’s internal data protection policy. Data is processed exclusively for the intended purpose and in compliance with confidentiality requirements.

§ 14 Liability & Warranty

The Agency is liable only for damages resulting from intent or gross negligence, as well as for the breach of essential contractual obligations. In the latter case, liability is limited to the typical and foreseeable contractual damage.

§ 15 Contract Term & Termination

The contract is concluded for the term agreed in the individual placement agreement. Termination requires written form. The right to extraordinary termination for good cause remains unaffected.

Right of Termination in Case of Non-Compliance

In the event of repeated or serious non-compliance with the AGB, the Declaration of Commitment, or the guiding principles by clients, nursing professionals, or business partners, the Agency is entitled to terminate the contractual relationship extraordinarily and without notice.

This applies particularly in cases of violations against the Employer-Pays Principle, transparency obligations, the prohibition of unlawful fees, and the principles of fair and ethical recruitment.

15.1 Extraordinary Termination Right for Violations of § 10

In the event of violations against central principles of the “Faire Anwerbung Pflege Deutschland” quality seal—particularly the Employer-Pays Principle, the prohibition of deposits and retroactive payments, the prohibition of contractual penalties, as well as the obligation to limit the economic risk for nursing professionals—the Agency or the respective other contracting party is entitled to terminate the contract extraordinarily and without notice.

15.2 Right of Withdrawal pursuant to §§ 346 ff. BGB

In addition to termination, the statutory right of withdrawal pursuant to §§ 346 ff. BGB remains expressly unaffected. Withdrawal is particularly permissible if violations occur against the Employer-Pays Principle, against the prohibition of unlawful fees, or against

other provisions of Criterion 3.4 of the “Faire Anwerbung Pflege Deutschland” quality seal or other central components of the quality seal.

15.3 Protection of the Nursing Professional

Withdrawal or extraordinary termination must not result in impermissible financial disadvantages for the nursing professional; the Employer-Pays Principle is preserved in all cases.

§ 16 Final Provisions

Should individual provisions of these AGB be invalid or become invalid, the validity of the remaining provisions shall remain unaffected. Amendments and additions to these AGB require written form.

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