

General Terms and Conditions for the Placement of Personnel

1. Object of the agreement

Akkodis Germany Tech Experts GmbH (hereinafter „Akkodis TX“) possesses expert knowledge in the recruitment of employees to fill vacant positions. In doing so, Akkodis TX looks for and introduces candidates to the Client on the basis of this agreement. The search requests are triggered in each case by electronic order placement, unless otherwise agreed. A candidate shall be deemed to be recommended by Akkodis TX as soon as information has been provided that enables the Client to identify the candidate, irrespective of whether the Client already knew the candidate. This regulation does not apply in the event that a candidate has applied to the Client for one of their current vacancies or has been introduced by another company within the last six months prior to the date of introduction, irrespective of this recommendation. However, the Client is obliged to inform Akkodis TX of this at the earliest possible time, at the latest, however, before beginning the interview process. Otherwise, the candidate shall be deemed to have been recommended by Akkodis TX.

2. Obligations of the Client

Upon request, the Client is obliged to provide Akkodis TX with all documents that it requires for the purpose of personnel recruitment, in particular job descriptions and requirement profiles. Akkodis TX shall treat these documents provided by the Client confidentially and shall not hand them over to third parties. Akkodis TX undertakes to return these documents to the client upon termination of the contract should the Client so request.

3. Fee for the services of Akkodis TX

Akkodis TX shall invoice its fee claim immediately following conclusion of the respective employment contract or after the candidate commences work, whichever is earlier. The term of payment is 7 days. If one of the two parties terminates the employment contract before the start of work or if the candidate does not take up the job, Akkodis TX's claim to the fee and reimbursement of the costs from all other agreed and provided services nevertheless remains. The fee shall also become due if a contract is concluded between the Client or with a company affiliated with the client pursuant to Section 15 of the German Stock Corporation Act and the candidate within 12 months, directly or in any other way (e.g. contracting or other agreements based on a mandate) a contract is concluded after Akkodis TX has submitted the personnel proposal. The same applies in the case of a direct or indirect placement (e.g. by passing on contact data) to a third party. In these cases, it is assumed that Akkodis TX's activity is the cause of the conclusion of the contractual relationship. Disclosure to third parties requires the express, prior consent of Akkodis TX. Akkodis TX shall also be entitled to the placement fee if the candidate was initially rejected by the Client but is hired by the Client or a company affiliated with the Client pursuant to Section 15 of the German Stock Corporation Act (AktG) within 12 months of presentation by Akkodis TX. It is irrelevant whether it is the original job profile, as long as the recommendation is causal. If no other agreement has been reached on fees, the fee shall amount to 35% of the candidate's annual target gross pay in employment by the Client, pursuant to § 14 SGB IV (German Social Security Code), but at least €15,000.00. The annual target gross pay shall be calculated from the annual basic gross pay as well as all supplements and additional benefits such as special annual bonuses, Christmas and holiday bonuses, commissions, company car, etc. Variable remuneration is based on achieving a target of 100% A company car is credited at a flat rate of €10,000.00. All fees are subject to the statutory VAT.

4. Other costs

The travel expenses incurred by the candidate, e.g. for the journey to the Client etc., shall be borne by the Client. Should personal interviews be required in advance at the Client's request, the Client shall bear the candidates' travel costs to Akkodis TX.

5. Obligations to provide information

The Client undertakes to inform Akkodis TX immediately if circumstances arise that may affect the performance of the personnel placement work. In particular, the Client undertakes to inform Akkodis TX immediately, but no later than five working days after receipt of the signed contract, of the conclusion of the employment relationship and the expected remuneration. In addition, the Client shall provide Akkodis TX with copies of the contract documents or extracts from the contract that are relevant for calculating the amount of the fee claim. If the Client does not comply with this obligation, Akkodis TX shall be entitled to a fee claim amounting 40% of the expected annual gross target salary.

6. Data protection and confidentiality

The Parties acknowledge and confirm that each Party acts independently as a controller within the meaning of the data protection laws with regard to the processing of personal data in connection with the provision and receipt of the services (recruitment services). This does not mean they are joint controllers within the meaning of Article 26, GDPR. This shall also apply to any data that Akkodis TX processes or enters onto the Client's system environment at the Client's request. The use of electronic data processing systems/programs specified by the Client for use during collaboration must be agreed with Akkodis TX in advance. Outsourcing of data processing in any form to a third country may only take place if the special requirements of Art. 44 et seq. GDPR are met, and the conditions imposed by the EU Commission and the German supervisory authorities on such outsourcing, e.g. a contract incorporating the EU standard contractual clauses in their current version, are met. The personal data exchanged between the Parties shall be treated confidentially and may not be disclosed to third parties. They serve exclusively for the purpose of the business relationship (recruitment services) and may not be used for any other purpose. Once the purpose has been fulfilled or the individual contract has expired, the Client shall immediately securely destroy or electronically delete all personal data, provided this does not contradict the statutory periods of retention. The data protection regulations shall continue to apply. Reference information may only be provided following consultation with Akkodis TX in order to protect candidates' privacy. In addition, for the purpose of credit checks and credit monitoring, data is exchanged with credit bureaus such as Allianz Trade, CRIF, Creditreform and Dun & Bradstreet in accordance with applicable laws. The Client hereby agrees to this.

7. Compliance with AI Regulations

The parties mutually agree to comply with all applicable laws and regulations governing the development, provision, and use of artificial intelligence (AI) systems, including but not limited to the EU AI Act, national AI laws, the EU General Data Protection Regulation (GDPR), and the German Federal Data Protection Act (BDSG). The client acknowledges and agrees that Akkodis TX may use AI systems in the course of delivering the contracted services. Such use shall be limited to the purposes defined in the agreement and shall be implemented in a transparent, traceable, non-discriminatory, and secure manner.

8. Warranty

Akkodis TX is not liable for the qualities, abilities, etc. of the candidates. The Client is obliged to form his own opinion of this on the basis of the applicant documents that have been passed on, which are based on information provided by the candidate or by third parties. The fee is also due if the candidate does not actually meet the qualifications described in the order placement. In all other respects, the liability of Akkodis TX is – as far as legally permissible – limited to intent and gross negligence.

9. Final provisions

Amendments and additions to the object of this agreement are subject to text form. There are no ancillary agreements. The place of jurisdiction shall be Düsseldorf.