

## **General Terms and Conditions (GTC) of Human Ease GmbH for the placement of international nursing professionals**

### **§1 Scope and subject matter of the contract**

(1) These GTC govern the legal relationship between Human Ease GmbH (hereinafter referred to as the "Agency") and nursing professionals from abroad (hereinafter referred to as "Participants") who are participating in the placement and integration program for taking up employment in the nursing sector in Germany. The scope of the GTC also applies to all companies and cooperation partners involved in the service chain.

(2) The Agency concludes a contract with Participants for the organization, preparation, and support of linguistic, professional, and social integration into the German labor market, particularly in the nursing sector. In addition, the Agency concludes a cooperation agreement with all cooperation partners, which regulates and ensures joint processes and obligations.

(3) The employment contract is concluded directly between the participating nursing professional and the respective employer in Germany. The employment contract is provided in German. The agent explains the contents to the participant and answers any questions.

### **§2 Principles of cooperation**

(1) The agency and all companies and cooperation partners involved in the service chain undertake to comply with the guiding principles of the RAL quality mark "Fair Recruitment Care Germany" and to uphold human rights, in particular in accordance with:

- WHO Global Code of Practice on the International Recruitment of Health Personnel,
- ILO core labor standards,
- ILO General Principles and Operational Guidelines for Fair Recruitment
- UN Guiding Principles on Business and Human Rights.

The intermediary and all companies and cooperation partners involved in the service chain—both in the countries of origin and in Germany—expressly undertake to comply with the following six principles for the fair and ethical recruitment of nursing staff:

- Written documentation and traceability
- No fees for placement
- Limitation of economic risk
- Transparency regarding structures, services, and costs
- Sustainability and participation
- Overall responsibility for the service chain

(2) The employer pays principle applies: Participation in the placement program is free of charge for nursing staff. No direct or indirect placement fees, deposits, or contractual penalties may be charged.

(3) The company's policy statement applies to all processes and all companies involved in the service chain.

(4) The placement agency reserves the right to carry out general and ad hoc checks to verify compliance with the terms and conditions and the policy statement by all companies and partners involved in the process. In the event of non-compliance with the terms and conditions and the policy statement, there is an extraordinary right of termination.

### **§3 Language qualifications and scholarships**

(1) The agency organizes language courses and, if necessary, qualification measures in the country of origin or online. These are free of charge for participants.

(2) Any costs incurred for language courses and language exams (including teaching materials, exam fees, and certificates) will be reimbursed to the participant no later than the date on which they actually start work in Germany.

(3) Reimbursement shall be made upon presentation of suitable proof of payment (proper invoices and payment receipts), at the latest at the start of employment in Germany, converted into euros and paid into a German bank account.

(4) There is no obligation for the nursing professional to provide advance financing.

### **§4 Placement process and information**

(1) Upon inclusion in the applicant database, the agent shall provide the participant with the information brochure of the German Senior Citizens' Aid Association (KDA) in the appropriate language no later than 7 days before the conclusion of the contract.

(2) Participants will also receive all necessary information about the job offer 7 days before the employment contract is concluded. The agency will follow the guidelines set out in § 299 SGB III (Social Security Code III).

(3) The agency shall provide transparent written information about all relevant stages of the placement process, including the contact persons at the agency. The contact person at the future employer, including their contact details, shall be provided to the participant at the latest after the employment contract has been signed.

(4) The participant has the right to reject a job offer without giving reasons. The participant also has the right to choose the respective recognition measure in accordance with §40 PflBG. In the context of job offers, the agency informs the participants in advance about the planned recognition measures.

(5) The future employer undertakes to implement a company integration management system. This includes measures for structured induction, social integration into the team, and support with language acquisition. The nursing professional will be informed about contact persons, content, and the procedure for the measures.

## **§5 Complaint management**

(1) The agency operates a transparent, freely accessible complaints system.

(2) Complaints are processed within a maximum of three weeks. The responsible contact persons are named to the participants.

## **§6 Data protection**

The collection and processing of personal data is carried out in accordance with the General Data Protection Regulation (GDPR). Further information can be found in the privacy policy.

## **§7 Withdrawal and termination**

(1) The nursing professional and the intermediary may terminate the contractual relationship extraordinarily for good cause in accordance with § 314 BGB (German Civil Code). Good cause shall be deemed to exist in particular if one of the contracting parties persistently breaches its obligations or if circumstances arise that make it unreasonable to continue the contractual relationship.

(2) In the event of fraudulent misrepresentation (e.g., falsification of application documents, multiple employment contracts), the participant must reimburse the costs incurred by the agent.

(3) Withdrawal from the contract is possible in accordance with §§ 346 ff. BGB (German Civil Code), provided that no significant services have yet been rendered by either party. If significant services have already been rendered, the provisions of the individual scholarship and participation agreement apply.

(4) Termination or withdrawal must be made in writing. In the event of termination, the contractual relationship ends upon receipt of the declaration.

(5) Statutory rights of withdrawal, in particular in the case of consumer contracts, remain unaffected.

## **§8 Final provisions**

(1) Side agreements must be made in writing. Verbal side agreements are not valid.

(2) Should individual provisions of these General Terms and Conditions be wholly or partially invalid, the validity of the remaining provisions shall remain unaffected.

(3) German law applies. The place of jurisdiction is the registered office of the agent.

Hessisch Oldendorf, July 1, 2025

signed Management of Human Ease GmbH