

# General Terms and Conditions of Personnel Service

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By entering into a business relationship by personal conversation, letter, telephone or mail, the parties acknowledge acceptance of these general terms and conditions for any further exchange of information as well as cooperation.

## 1. Personnel Service as a mission

- 1.1. "Talent Solution GmbH" is primarily an institute for the transfer and integration of international professionals.
- 1.2. The client places an order with "Talent Solution GmbH" for consulting, assessment, placement, recruitment or language training of professionals. In addition, Talent Solution carries out the necessary official recognition procedures, document handling, certified translations and other official measures and communication on behalf of the client. All cooperation and placement activities are subject to the respective current version of the framework agreement.
- 1.3. For other fiduciary tasks like the development of joint ventures such as the construction of proprietary schools and accommodations commissioned by a client, the guidelines drawn up jointly in the project paper apply.

## 2. Offer, Receipt, Contract formation

- 2.1. Our offers are subject to change. The commission of personnel placement or other tasks by a client is considered a binding contract offer.
- 2.2. Talent Solution is entitled to accept this contract offer within 8 days of receipt unless otherwise stated in the order.
- 2.3. The acceptance of the contract offer is corroborated by commencement of the measures.

## 3. Placement of Professionals Procedure in Germany

- 3.1. The placement of existing professionals includes the placement of existing applicants or applicants to be recruited via job advertisement for vacant positions. "Talent Solution GmbH" seeks, recruits and places professionals together with local partners and offers the following possible service for this purpose, depending on the agreement:
  - 3.1.1. Preparing and placing job advertisements.
  - 3.1.2. Managing the job search on the website and other job websites.
  - 3.1.3. Preselecting applicants.
  - 3.1.4. Interviewing applicants.
  - 3.1.5. Creating reports on the applicants in accordance with the requirement profile.
  - 3.1.6. Compiling qualified applicant profiles.
  - 3.1.7. Introducing selected applicants to the client.

## 4. Our Principles for the Placement of Professionals from Abroad

- 4.1. We are working with human beings. The following statements are part of our work ethic and adhering to them is our number one priority.
- 4.2. We are committed to fair and ethical recruitment and placement practices. We pledge to align our corporate practices

with the WHO Global Code of Practice on the International Recruitment of Health Personnel.

4.3. Talent Solution pledges not to support any kind of corruption and to recruit and place professionals in third countries only in a legal and ethical way.

4.4. Talent Solution adheres to the International Human Rights Conventions of the UN, EU and the ILO Core Labor Standards, in particular the framework of the Fair Recruitment Initiative of the ILO and the IRIS standards of International Organization for Migration.

4.5. This is about promoting ethical recruitment of migrant workers by establishing standards. IRIS is a global multi-stakeholder initiative that supports governments, civil society, the private sector, and recruitment agencies to establish ethical recruitment as the standard in cross-border labor migration.

4.6. The requirements of the Skilled Workers Immigration Act (FachkräfteEinwanderungsGesetz), in its latest revision, as well as those of the ZAV and the additional requirements defined in the recognition laws of the respective state governments, as amended by the government presidiums of the states, also apply to placements from abroad.

4.7. Hiring a professional or a nurse from the Philippines is also subject to the consent and obligations of the Philippine authorities, POEA and OWWO.

4.8. In relation to the Philippines, the employer is required to undergo international notarial accreditation with the Philippine authorities, the POEA. Talent Solution will take over the corresponding coordination and implementation as far as possible by a third party.

4.9. The framework agreement also specifies the minimum requirements on human rights, migration rights and labor rights that are to be upheld by business partners, customers and clients.

4.10. All international conventions endorsed by the Federal Republic of Germany with regard to human rights, recruitment, placement and employment are in effect.

4.11. The client or in other words the employer accepts the guidelines of the Employer Pays Principle as stipulated and issued by the IHRB (Institute for Human Rights and Business) internationally.

4.12. The client or employer must ensure that the candidates' employment contracts as well as the overall extent of the employment relationships in no case include commitment and repayment clauses for international nurses that violate the legal framework for commitment and repayment clauses specified in labor law. This also applies to possible collateral agreements and/or agreements that go against the Employer Pays Principle.

4.13. The institute appoints an Integration Officer who acts as a mentor, supervisor or contact person and provides mentoring and integration support for the applicant. A client company without an Integration Officer is not entitled to any warranty claims.

## 5. Funding

5.1. The federal government provides funding in many ways. WEGEBAU and IQ Netzwerk are well known funding program which can be utilized to pay for parts of the recruitment process. Talent Solution advises and provides the client with the necessary data.

5.2. The quality seal initiative "GÜTESIEGEL Fair Recruitment Healthcare Germany" by the Federal Ministry of Health provides an additional funding program.

5.3. Talent Solution is currently undergoing the certification process for obtaining the quality seal.

5.4. The legal requirements state that fundings to the client/employer are, however, also dependent on requirements for agreements and procedures of the Federal Government for the recruitment and integration of nurses from third countries pursuant to § 1 Sentence 2 and § 2 Para. 1 Sentence 2 No.1, Sentence 3 of the "Gesetz zur Sicherung der Qualität der Gewinnung von Pflegekräften aus dem Ausland" (Act to ensure

the quality of the recruitment of nurses from abroad) - Article 15b of the "Gesundheitsversorgungs-Weiterentwicklungsgesetzes" (Act on further development of Health Care) dated June 11, 2021 (BGBl, S. 2754ff.)

5.5. The customer/employer is obligated to prepare and write up an operational integration management concept for its job offers as a precondition for requesting additional funding and recruiting professionals internationally.

5.6. The integration management concept must be attached to the candidate's job offer and is part of the employment contract as such.

5.7. Works or staff councils are involved in the implementation of the concept, if available.

5.8. Talent Solution will advise and assist in the preparation and publication of the integration management concept.

5.9. The integration management concept must include the following bullet points in line with the "DKF Pilotstandards" (standards issued by the DKF to further develop a more welcoming culture and integration):

- Foreword / Introduction
- Preparation after recruitment
- Arrival and the first few days
- Support with relocation management
- Establish Integration management
- Sponsorships and mentoring
- Organize the recognition process
- Adjust training
- Supervise team building
- Develop competence
- End conflicts
- Facilitate social participation
- Handle terminations and external labor piracy

5.10. The client provides the applicant with a mentor, supervisor or contact person for mentoring and integration support.

## 6. Professional Recognition

6.1. The procedure for recognition of equivalence of diplomas in nursing professions or other specialized professions acquired in third countries is carried out in the form of a preliminary exam by the relevant regional authority or responsible institution in the respective federal state of recruitment. The candidates are usually issued a partial recognition after passing the preliminary exam. They will pursue the required full recognition through an adaptation measure corresponding to the official decision after arrival.

6.2. The client also needs to provide a contact person from document management in order for Talent Solution to promptly arrange the necessary steps to be taken by the authorities.

## 7. Placement and Language Training of Professionals

7.1. The legal framework provides for several scenarios. In general, available school resources in the home country are utilized and candidates are distributed among a number of schools or are educated in independent schools up to the B1 or B2 level.

7.2. The courses, schools and their administrations are guided and supervised by Talent Solution.

7.3. The client's employees can be employed in courses held specifically for the client.

## 8. Measures and Responsibility

8.1. The state government usually requires candidates to undergo compensatory training ("Ausgleichschulungen") for full recognition of their professional degree prior to starting work. The

client must bear the costs and release of the applicant on full salary of a nurse.

8.2. The government notice first issued allows the choice between training measure or examination. The option of choosing an assessment exam ("Kenntnisprüfung") will be examined in each individual case. It is possible to complete the preparation course in Manila beforehand. The course is transferred to Manila for the duration of the waiting period until obtaining a VISA. As a last step the exam must then be taken in Germany. Funding of the course is possible under the same conditions of courses held in Germany.

8.3. If a candidate is required to take an assessment examination the following rule generally applies: the candidate may not be registered for an assessment exam without completing an external preparation course beforehand.

8.4. Talent Solution only works with clients who comply with the above-mentioned conditions and who are also willing to finance the preparatory course for the assessment exam.

8.5. Failed knowledge tests are usually due to poor preparation, especially if both tests are failed. Talent Solution will draw attention to these parameters in advance and monitor the implementation of the preparations and support the candidates, but accepts no liability for the failure.

8.6. If the knowledge test is failed twice, Talent Solution reserves the right to investigate the circumstances and possible damage limitation at the expense of the institution. The institution must also be liable for any further costs incurred and any return flight of the candidate to the home country.

8.7. The employer is responsible for filing funding applications for the course, travel and accommodation costs and for covering the expenses during the completion of compensatory training.

8.8. Until the nurses are officially recognized by the state they are allowed to work as nursing assistant in Germany with the appropriate work permit.

8.9. It must be clearly stated in the employment contract or letter of intent that the candidate must be employed as a nurse upon official state recognition.

## 9. Confidentiality and Documents

9.1. All parties are obligated to maintain confidentiality with regard to documents and information they have received about the respective other party or an applicant during the placement or direct application process and not to disclose them to third parties. This obligation holds true even beyond the termination of the contract.

9.2. If no employment contract is formed between the client and the professional proposed by "Talent Solution GmbH" the client is obliged to return or destroy the provided documents.

## 10. Noncontractual Application

10.1. In the event that a candidate proposed by "Talent Solution GmbH" should already be known to the client by direct application or due to competition the client is obligated to inform "Talent Solution GmbH" about this immediately.

10.2. If the client carries out the order with a candidate or with a competitor or if a contract is concluded between the candidate and the client without consultation with "Talent Solution GmbH", the client is obliged to pay "Talent Solution GmbH" the placement fee.

## 11. Remuneration

11.1. If an employment contract or another form of agreement is concluded with an applicant proposed by "Talent Solution GmbH" then "Talent Solution GmbH" receives remuneration corresponding to the rates specified in the respective current cost catalog.

## 12. Third Party Costs

12.1. There are many benefactors involved in the processes. Such as travel agencies for the flights, Philippine agencies, Philippine Employment Office, the POEA, and other institutional service providers such as insurance companies.

12.2. Talent Solution GmbH diligently processes all costs in a fiduciary manner including proof of payment where possible.

Third country schools' invoicing is usually limited as opposed to agencies and authorities.

12.3. The fees for third parties stated in agreements or framework contracts are always rough estimates. Agencies in particular often change their fees. If possible, proof of payment will be provided for continuous payments upon request.

12.4. Third party receivables for example from authorities and agencies are often to be paid in advance. The corresponding invoices are sent in advance. The client is liable for late payment to Talent Solution's account if it leads to a delay in third party processes.

## 13. Travel Expenses and Disbursements

13.1. Further disbursements beyond the normal process are always stipulated in writing.

13.2. Any disbursements costs incurred which were agreed upon as part of the placement contract will be invoiced separately to the client.

13.3. Advertising costs associated with the search for applicants in Europe will be invoiced separately to the client upon providing proof of expenses.

13.4. Travel expenses for foreign applicants, such as transfer, flight and transportation to the target facility must be covered by the client. Talent Solution cooperates with travel agencies. The costs will be charged as a lump sum.

13.5. If a candidate has expenses that are the responsibility of the employer under the terms of the rights and obligations of the framework agreement, these must be repaid to the candidate.

## 14. Payment and Default

14.1. The total placement fee is due at the latest upon conclusion of the employment contract between the client and the candidate. Partial payments are agreed upon in accordance with the framework agreement.

14.2. Payment is generally arranged so that one third of the sum is allocated to the candidate when the contract is provided. The rest of the fee is to be paid 14 days after the arrival of the candidate at the facility.

14.3. Invoices from "Talent Solution GmbH" are to be paid immediately without deductions, no granted period of payment.

14.4. The client may only offset charges owed to "Talent Solution GmbH" against undisputed and legally established claims that have been confirmed by a court of law.

## 15. Liability of Talent Solution

15.1. "Talent Solution GmbH" is liable for the placement process to the extent that all measures were duly carried out in a fiduciary manner to the best of our knowledge and belief timely within the authorities' deadlines, using all necessary measures, employees, submissions and applications.

15.2. Talent Solution adheres to the 48 hour rule. This means that all staff are required to ensure that any request or processing of a document or application relating to a placement or integration case is completed within 48 hours.

15.3. Talent Solution is responsible for the observance of the compulsory attendance of candidates during the language training, for exam attendance and for the registration of candidates for recognition, as well as registration and supervision for VISA appointments including the fulfillment of formal requirements.

15.4. Talent Solution assumes no warranty and no liability for the ultimate qualification or suitability of the proposed candidates.

15.5. If in the course of the profession recognition procedure it is determined by the state government that the applicant principally and irrevocably has no right of adjustment, and as a result they are not eligible for admission, they will be replaced with another applicant upon consultation if no other solution is possible.

15.6. If an applicant who is still in their home country drops out of the process they will be replaced with another applicant at no cost to the client.

15.7. If a case proves to be infeasible due to gross negligence or violations of the bilateral conditions between the states and said infeasibility is not Talent Solution's fault, the recruitment agreement may be terminated by Talent Solution with immediate effect. Any employment contracts, agreements or written commitments already issued to the candidate or governmental authorities will remain in effect. Services already paid for cannot be reclaimed.

15.8. Under no circumstances may candidates, especially those from third countries be charged with costs or recourse claims, not even retrospectively or after successful relocation. Except for when candidates violate the contracts themselves. In this case, the procedure as prescribed by the Philippine Government through the POEA, as amended from time to time, shall apply.

15.9. Talent Solution primarily represents the candidates and will always decide in favor of the candidates' well-being and on the basis of compliance with the legal basis between the countries.

15.10. Essential and indispensable are also the legal requirements from the country of origin, especially the Philippines. The laws on recruitment published on the website of the POEA in the Philippines apply.

15.11. Eine über die vorgenannten Punkte hinausgehende Haftung ist ausgeschlossen.

## 16. Client Liability

16.1. Each request for decisions or actions is subject to a deadline. The client is given sufficient time to comply with each request. The client must comply with the requests within the deadlines in order not to jeopardize the process.

16.2. The client is held responsible for any consequences caused by delays on the client's part.

16.3. The integration process must be actively supervised by the client by naming a responsible contact person who can also be reached in emergencies.

16.4. Full liability lies with the client for any occurring undesirable developments resulting from insufficient support, lack of active contact person, late or missing documents at Talent Solution or at the corresponding authorities.

16.5. If, as a result of the above, VISA appointments are cancelled, registrations for the necessary recognition measures are not possible or flights had to be canceled, the client and the signatory of the corresponding contracts will be held liable for all costs.

16.6. In all cases where the delays can be traced back to the client or the signatory, they will be held liable for all damages and failures up to the amount of the costs incurred and the agreed service fee.

16.7. Any commitments to applicants in the form of employment contracts or letters of intent are legally binding because of immigration law issues. Candidates from third countries and their state representatives as well as the German Embassy and the ZAV must be able to rely on commitments by the client. Therefore, commitments of any kind to authorities are absolutely legally binding.

16.8. If the Institution terminates the Framework Agreement for whatever reason, the agreements between the institution and the candidate persist.

16.9. The written agreement between the institution with the candidates is independent of any contractual commitment to Talent Solution.

16.10. Clauses in employment contracts and commitments that would make the admission of the candidate subject to internal considerations or approvals, or that would seek to limit the candidate's right to the job are generally invalid.

16.11. If the Federal Agency has already issued the VISA or further commitments to the German Embassy, the client is fully liable for all consequential costs that a termination entail.

16.12. If an institution terminates the framework contract, all claims and remuneration as well as the costs incurred for all existing contracts between the institution and candidates are due for payment in full, even if the candidates are not accepted.

16.13. If candidates enter Germany with valid documents, a valid employment contract and a VISA provided by and issued to the client but are not accommodated or/and picked up at the place of arrival, the client is liable for all costs incurred until a solution is found in the form of employment in another company.

16.14. When candidates enter and/or are admitted in emergency situations and are temporarily released from duty with full support of the client but are not enrolled in the appropriate measures within the statutory timeframe, the client is liable for all costs incurred until a solution in the form of the completion of an appropriate measure (exam or compensatory training).

16.15. If there is no dedicated supervisor available and as a result cultural or labor issues emerge that lead to termination or excessive delays, the client will be liable for any costs incurred.

16.16. Talent Solution is also required to notify the Philippine authorities in case of an adverse event. The POEA will revoke the client's accreditation at its discretion and not issue any further exit permits to existing Filipino nursing professionals until they have relocated those affected in Germany. Negative events include:

16.17. Breach of contract are:

16.18. Excessive delay in document submission when this causes third parties to miss deadlines.

16.19. Refusing to accept new pending candidates despite contractual obligations.

16.20. Rough handling employees or neglecting integration measures as per "GÜTESIEGEL" (quality seal) guidelines.

16.21. In the event of a general breach of the requirements of the GÜTESIEGEL requirements catalogue, Talent Solution reserves the right to terminate the agreement immediately if the institution does not offer an adequate solution that is satisfactory for all parties concerned.

16.22. Any further damage claims remain unaffected by this.

## 17. Third Party Liability and Circumstances

17.1. The placement process may be significantly delayed due to regulatory contingencies. It is imperative that the hiring organization anticipate such delays.

17.2. Delays are not grounds for contract termination.

17.3. Talent Solution is not liable for delays proven to be caused by third parties like authorities, government agencies, the ZAV, the German Embassy or by governmental or intergovernmental process in Germany or in the Philippines.

17.4. In every case a solution satisfactory to all parties will be sought.

17.5. Should the process be interrupted for an unforeseeable period of time, as was the case with the pandemic measures in 2020/21 or other force majeure, both partners will work out a solution that is fair to both sides.

17.6. A disaster situation such as the 2020/21 pandemic does not justify breaking commitments and contracts with candidates.

## 18. Contract Termination

18.1. The cooperation is based on a framework contract. This agreement merely sets out the conditions of the cooperation.

18.2. The contract between the client and "Talent Solution GmbH" for personnel placement comes into force separately for each individual placement order. The implementation and agreements are subject to the conditions as agreed in the framework contract.

18.3. The clients are fully liable for each individual employment contract or a letter of intent issued by name in case of termination or cancellation of the agreements by the client at a stage when employment contracts or employment contract or a letter of intent and/or VISAS have already been issued and candidates have entered the recognition process.

18.4. The contractual agreements between the candidates and the client remain unaffected even upon termination of the framework agreement between Talent Solution and the client.

18.5. The obligation to pay the commission and disbursements for legal valid contracts between candidates and the client as well as payment obligations to authorities persist even beyond termination.

18.6. In case Talent Solution terminates the contract, the payment obligation for the commission of each existing contract persists as long as the candidate declares himself in favor of the employment relationship and actively participates in the procedures.

18.7. Advance payments will not be refunded. A potential damage claim by the applicant as well as the client's own efforts to reach an agreement with the applicant remain unaffected by this.

## 19. Data Protection

The separate data protection ordinance and the corresponding data protection guidelines agreed in the respective framework contract with the client apply to all information regarding data management.

## 20. Other

20.1. The contract parties hereby declare that verbal collateral agreements are not valid. Any amendment or addition must be made in writing.

20.2. The removal of the requirement of written form must be stipulated in writing.

20.3. If individual clauses of these general terms and conditions or parts thereof should be invalid or infeasible, the validity of the rest of the general terms and conditions remain unaffected.

20.4. The contract parties will then agree on a replacement provision corresponding as closely as possible to the intended purpose of the invalid or infeasible provision.

20.5. If the client is a fully registered trader, a legal entity or a special assets fund under public law, the sole legal venue of jurisdiction will be Munich.

Munich, 1st November 2021  
Talent Solution GmbH