

General Terms and Conditions (GTC)

1. Subject of the Contract

1. Transcura recruits nursing professionals from third countries while adhering to fair and ethical recruitment and placement practices.
2. All business relationships with contracting parties, particularly orders from clients to the personnel service provider for the provision of personnel placement services, are executed according to these General Terms and Conditions. The General Terms and Conditions apply for the entire duration of the business relationship, even if payment is made by third parties.
3. These General Terms and Conditions apply exclusively. General terms and conditions of the client only apply insofar as the personnel service provider has explicitly agreed to them in writing.
4. The General Terms and Conditions remain binding even if individual provisions are ineffective.

2. Services

1. The client commissions the personnel service provider with the placement of trainees in the nursing profession as well as foreign nursing staff (candidates) who can be employed in Germany as nursing assistants and, after recognition of their qualifications, as registered nursing professionals.
2. The client, as the employer, will directly enter into an employment or training contract with the respective candidate as an employee. The personnel service provider will not be a party to the employment contract and is not an employer or trainer of the respective candidate.
3. The personnel service provider has notified the relevant authority of the commercial personnel placement in accordance with § 14 Abs. 1 S. 1 GewO. Furthermore, they possess a certificate from the authority confirming receipt of the notification according to § 15 Abs. 1 GewO.
4. International recruitment includes, in particular, the following services provided by the personnel service provider:
 - Job advertisement
 - Candidate pre-selection
 - Language course
 - Document management
 - Accompaniment, support, and advice

The following procedure is implemented:

- Based on a requirement profile specified by the client, the personnel service provider advertises the positions, selects suitable candidates (examination of application documents, pre-selection interviews to determine the professional suitability, motivation, personality, and potential of the applicants), and creates a candidate profile with a photo, personal data, previous qualifications, and selection justification.
- The profiles of the selected candidates are presented to the client for selection. The decision to choose a candidate lies solely with the client. The personnel service provider supports the client in conducting interviews. The interviews are conducted virtually in the presence of an interpreter or employee provided by the personnel service provider.
- After the candidate selection, the recognition procedure (partial recognition) and subsequently the visa for the respective candidates are applied for.
- The candidate participates in a language course in their country of origin and successfully completes the B1 exam there.
- The personnel service provider organizes the travel arrangements for the candidates to commence work in Germany and covers the flight costs for each candidate. Candidates are required to use the most reasonable

travel route to avoid excessive costs.

- The personnel service provider accompanies the employers and nursing professionals through the recruiting process until they obtain the professional license allowing them to work as registered nursing professionals in Germany.
- After professional recognition, the client employs the nursing professionals as registered nursing professionals.

3. Principles

The personnel service provider ensures that:

1. The guidelines in accordance with the six guiding principles of the "Fair Recruitment Nursing Germany" quality seal are applied, namely:
 - Documentation for verifiability
 - Free-of-charge recruitment process for nursing professionals
 - Limitation of economic risk for nursing professionals
 - Transparency regarding structures, services, and costs
 - Sustainability and participation
 - Overall responsibility
2. The placement of candidates is fair, transparent, and aligned with the WHO Code of Practice on the International Recruitment of Health Personnel.
3. International human rights and standards are always adhered to, especially:
 - The ILO core labor standards
 - The general principles and operational guidelines for fair recruitment
 - The UN Guiding Principles on Business and Human Rights
 - The international UN human rights treaties
4. The Employer-Pays Principle is applied throughout the entire service chain, meaning that the employer is obliged to cover all costs of the recruitment process, language training, integration, recognition process, and all examination and application fees. Candidates are not charged for recruitment services, even in case of an unsuccessful placement. The nursing professional is free to decline additional services not directly related to the placement process.
5. Candidates are protected from adverse repayment obligations, and the personnel service provider commits to:
 - Generally waiving binding and repayment obligations in the placement contracts with nursing professionals, considering the permitted exceptions. Repayment obligations in the event of early termination of the language course in the country of origin are only permissible if the termination is due to reasons attributable to the nursing professional and no serious reason, such as force majeure or the death of a close family member, exists.
 - Not facilitating employment contracts containing binding and repayment obligations related to placement costs.
6. The IRIS standards for promoting ethical and fair recruitment are applied.

4. Additional Principles

1. The information brochure of the DKF in the common language is generally presented to the candidate before concluding a placement contract, at the latest with the employment contract.
2. The respective placement contract and placement conditions must be formulated in the respective common language.
3. The placement conditions must be permissible under German law and also under the local law of the countries of origin from which the international professionals come.
4. An integration management concept according to the DKF

pilot standard must be presented to the international professional with the job offer and in the common language.

5. The personnel service provider supports the candidate's assurance in language acquisition and the recognition process. Here, the personnel service provider refers to available compensatory measures that the candidate can freely choose from.
6. Our agency ensures that both our clients and the international nursing professionals are proactively informed about verified and quality-assured offers for language acquisition and supportive measures within the recognition process. We guarantee that the preferences of the nursing professionals regarding the choice of specific offers are considered and implemented. Our goal is to support the international nursing professional in every phase of the process by ensuring they have access to the best available resources for their language acquisition and professional advancement in Germany.
7. We accompany the international professionals and our clients throughout the entire recruitment and placement process, are constantly available for inquiries, and offer solutions for conflict situations.

5. Obligations of the Client

1. The client provides the personnel service provider with the necessary documents or data required for the placement or ensures they are made available to the candidate. This particularly applies to job descriptions and the requirement profile.
2. If the need for placement ceases, especially due to alternative staffing or the elimination of the vacant position, the client must inform the personnel service provider at least six weeks before the planned start of work.
3. The client is obliged to present a written, operational integration management concept according to the DKF pilot standard with the job offer and ensure its implementation to guarantee a qualitative, transparent, and fair onboarding period.
4. The integration management concept must, at a minimum, cover the following contents according to the DKF pilot standard:
 - Foreword / Introduction
 - Preparation after recruitment
 - Arrival and the first days
 - Support in relocation management
 - Structurally anchoring integration management
 - Sponsorships and mentoring
 - Organizing the recognition process
 - Adjusting onboarding
 - Accompanying team building
 - Expanding competencies
 - Managing conflicts
 - Enabling social participation
 - Dealing with resignations and poaching
 - Making the recruiting process transparent
 - Promoting language development
 - Considering family aspects

The respective concept is presented to the candidates with the job offer and is considered part of the employment contract.

6. Remuneration

1. Agreed remunerations are subject to the applicable statutory VAT unless explicitly agreed otherwise. The remuneration consists of a placement fee per placed candidate.
2. The salary or training allowance of the respective candidate, as well as the costs for any necessary

professional or recognition courses and official fees in Germany, are not covered by the remuneration. These are to be borne separately by the client.

3. Even after the termination of a personnel placement contract, the client owes the personnel service provider the agreed remuneration upon concluding an employment contract between a candidate proposed by the personnel service provider and the client or a third party.

7. Liability, Warranty

1. If a referred candidate does not commence their employment, the personnel service provider is entitled to offer up to three equivalent nursing staff within a period of eight weeks from the originally intended start date of the employment. In this case, the payment obligation remains.
2. The personnel service provider is not a party to the employment contract between the client and the respective candidate. The candidate is neither a vicarious agent nor an auxiliary person of the personnel service provider. Therefore, the personnel service provider is not liable for any damages or other obligations of the candidate arising from their employment and breaches of duty towards the client.
3. The exclusion of liability also applies in cases where the candidate does not commence their employment for reasons not attributable to the personnel service provider. In particular, there is no liability for delays in the commencement of employment resulting from the prolonged issuance of visas or work permits.
4. The personnel service provider will verify the identity, the presence of the professional permit, and the professional qualifications of the candidate to the best of their knowledge and belief. However, the client must also verify the identity, the presence of the professional permit, and the professional qualifications of the candidate themselves before the commencement of the candidate's employment.
5. For damages resulting from grossly negligent breaches of duty by the personnel service provider, their legal representatives, or agents, the personnel service provider is liable according to statutory provisions, but with the stipulation that liability is limited to typical and foreseeable damages.
6. For damages resulting from simple negligent breaches of duty by the personnel service provider, their legal representatives, or agents, liability is excluded, unless the breach concerns a cardinal obligation, which is essential for the proper execution of the contract and upon whose compliance the contracting party relies and may rely. In these latter cases, liability is limited to typical and foreseeable damages.
7. The personnel service provider is not liable for damages arising from changes in legal or regulatory requirements occurring after the conclusion of the contract.
8. The aforementioned exclusions and limitations of liability also extend to any non-contractual claims and claims for reimbursement of expenses.
9. In cases of intent and for damages arising from injury to life, body, or health, which are based on an intentional or negligent breach of duty by the personnel service provider, their legal representatives, or agents, the personnel service provider is liable according to statutory provisions. This provision takes precedence over the previous limitations of liability in clauses 5 to 8.

8. Payment, Due Date, Offset, Retention

1. The fee is due in full upon receipt of the invoice by the client. The client will be in default without further declaration by the personnel service provider 14 days after the due date, provided they have not paid.
2. The client may only offset payment claims of the personnel service provider with undisputed or legally established claims or assert a right of retention. Claims of the client based on their entitlement to defect-free performance, which are mutually related to the respective payment claim of the

personnel service provider, are excluded from this restriction on offsetting.

3. The client may not assign or pledge claims without the consent of the personnel service provider.

9. Termination, Withdrawal

1. The personnel service provider reserves the right to terminate the business relationship in the event of a serious breach or repeated non-compliance with the General Terms and Conditions or the declaration of principles.
2. The client is obliged to provide supplementary performance and will remedy the defect.
3. The personnel service provider has the right to verify compliance with the terms of the business conditions and to request corresponding proof.
4. The client may withdraw from the contract in accordance with statutory provisions.
5. In the event of breaches of duty, the client must declare within a reasonable period of time after being requested by the personnel service provider whether they intend to withdraw from the contract due to the breach of duty or insist on performance. In the case of defects, the statutory provisions regarding withdrawal apply.
6. In the event of termination due to the withdrawal of a candidate, the position will be refilled by a new candidate. Each candidate may withdraw from the job offer at any time without further consequences and without stating reasons, provided the employment contract has not been signed.
7. Termination for reasons not attributable to the personnel service provider or the selected candidate. In this case, the personnel service provider has the right to invoice the services provided up to the time of termination. The services provided must be proven in an appropriate form by the personnel service provider. If candidates have already received a commitment, a compensation fee amounting to 50% of the total remuneration will be charged for each terminated position.

10. Place of Performance and Jurisdiction

1. If the client is a merchant, a legal entity under public law, a special fund under public law, or a person who has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship between the personnel service provider and the client is the registered office of the personnel service provider. The personnel service provider may also sue at the general place of jurisdiction of the client. Mandatory statutory provisions regarding exclusive jurisdictions, e.g., for judicial dunning procedures, remain unaffected by this provision.
2. The legal relationships between the client and the personnel service provider are exclusively governed by the law of the Federal Republic of Germany.