

1. Scope of application

The following General Terms and Conditions (GTC) apply to all contractual relationships (placement agreements, qualification agreements) and services between Hackbarth's Consulting GmbH and hospitals, hospital associations, institutions, sponsors (hereinafter: Clients), as well as nursing professionals and business partners. If the Client uses its own General Terms and Conditions, those of Hackbarth's Consulting GmbH take precedence, unless the parties expressly agree otherwise in writing.

2. Conclusion of Contract

- Nursing Professionals: After thorough examination of the application documents submitted by the nursing professional and a comparison with the requirements of Clients in Germany, the services and requirements included in the placement relationship are laid down in writing in the form of an individual contract with the nursing professional.
- Clients: Prices for the services of Hackbarth's Consulting GmbH are stated in euros and are subject to the applicable statutory VAT. The contract between Hackbarth's Consulting GmbH and the Client (clinic/medical facility) is concluded individually and regulates the modalities of the applicable fees. The service requires that the placed nurses possess at least language level B1 in accordance with the current legal provisions, which Hackbarth's Consulting GmbH ensures.

3. Fair Recruitment of Nurses

By concluding the contract, Hackbarth's Consulting GmbH, our nursing professionals, Clients, and business partners commit to compliance with the following standards:

- Compliance with the WHO Code of Practice on the International Recruitment of Health Personnel, including the prohibition of recruitment from countries that, according to the WHO, face a shortage of healthcare professionals.
- Adherence to the "Employer Pays" principle, according to which all costs related to the recruitment and immigration of international nurses are borne exclusively by the employer in Germany. This includes covering all recruitment costs so that nurses are not exposed to any financial risk. Placement and related services are free of charge for the nurses. Any direct or indirect fees or costs related to the placement (including through business partners) are borne solely by the employer in Germany. This excludes payments such as deposits, bonds, or contractual penalties.
- Compliance with the UN Guiding Principles on Business and Human Rights.
- Compliance with the general principles and operational guidelines for fair recruitment, the determination of recruitment fees, and the ILO Core Labour Standards.
- Hackbarth's Consulting GmbH undertakes not to place nursing professionals in employment contracts containing binding and repayment obligations related to placement costs.

Hackbarth's Consulting GmbH reserves the right to regularly and, if necessary, at any time verify compliance with these terms and principles by business partners through risk analyses and to request appropriate evidence. This also includes the right to terminate agreements in case of repeated non-compliance.

Hackbarth's Consulting GmbH explicitly recommends that all Clients establish measures and instruments for professional and social integration, promote German language skills, and provide support during onboarding. Hackbarth's Consulting GmbH offers support in developing and implementing these measures.

The company's principles are linked on the website.

4. Matching

- The nursing professional's application documents are compared with the requirements of our Clients in Germany. Based on the preferences and requirements of both parties, an assignment to a potential employer is made.
- The nursing professional is free to reject a job offer without providing reasons.
- If no match is achieved, a new matching process is initiated.
- All recruitment costs are borne by Hackbarth's Consulting GmbH or the employer.

5. Recognition Process

Hackbarth's Consulting GmbH assists and supports the nursing professional in the recognition of their qualifications by the competent authorities. In the case of partial recognition, a compensatory measure is implemented in accordance with official regulations, or preparation for the knowledge test is provided. The nursing professional has the freedom to choose between compensatory measures. Hackbarth's Consulting GmbH provides support throughout this process.

6. Change of Employment

Hackbarth's Consulting GmbH and its Clients agree in individual contracts that both the placed nurse and the hospital/facility may withdraw in compliance with statutory provisions (see §§ 346 ff. BGB). In such cases, Hackbarth's Consulting GmbH undertakes to place the nurse with another employer and to provide the Client with another nurse.

7. Relocation

Together with the employer, Hackbarth's Consulting GmbH undertakes to provide support with administrative procedures, visa matters, and the recognition process – so-called relocation.

8 Data Protection

- Hackbarth's Consulting GmbH treats personal data confidentially and complies with statutory data protection regulations.
- The Client consents to the electronic processing of their contractual data insofar as this is necessary for order processing and legally permissible (see "Privacy Policy").

9. Term and Termination

- Unless otherwise agreed, the contract is concluded for an indefinite period and may be terminated by either party with four weeks' notice to the end of a calendar quarter.
- The right to extraordinary termination for good cause remains unaffected (§ 314 BGB). This also includes non-compliance or repeated serious breaches of contractual standards and principles.
- Amendments or additions to this contract, including its mutual rescission or termination, must be made in writing. The requirement for written form also applies to any waiver of the written form requirement. No verbal side agreements exist.
- Placement orders still being processed at the time the termination takes effect shall continue to be processed under the terms of this contract, unless such continuation is unreasonable for one of the parties due to circumstances attributable to the other party.

10. Final Provisions

If any provision of these GTC is invalid, the remainder of the contract shall remain valid. The relevant statutory provisions shall apply in place of the invalid provision.