

# Terms and Conditions (AGB)



## 1. Scope

- 1.1. These Terms and Conditions (AGB) govern all business relationships between IT Recruiting.pro (hereinafter "IT Recruiting.pro") and its respective client (hereinafter "Client").
- 1.2. These AGB apply to all services provided by IT Recruiting.pro, including the introduction and placement of candidates for permanent employment or freelance assignments, both domestically and internationally, including within the European Union.
- 1.3. Deviating or supplementary terms and conditions of the Client shall only apply if expressly confirmed in writing by IT Recruiting.pro.
- 1.4. These AGB shall also apply to all future business relationships without the need for renewed reference.

## 2. Services Provided by IT Recruiting.pro

- 2.1. IT Recruiting.pro offers the following services:
  - Introduction or placement of candidates for permanent employment with the Client,
  - Introduction or placement of freelancers (independent contractors),
  - Search, pre-selection, and preliminary assessment of suitable candidates and freelancers,
  - Consulting and other HR-related services as agreed upon in each assignment.
- 2.2. Services are provided for clients and projects in Germany, within the European Union, and worldwide.
- 2.3. For international placements, IT Recruiting.pro will support the Client upon request regarding compliance with country-specific legal requirements but does not assume liability for compliance with foreign laws and regulations.

## 3. Client Obligations

- 3.1. The Client shall provide IT Recruiting.pro with all information and documents required for service delivery in a timely manner.
- 3.2. If a candidate or freelancer introduced by IT Recruiting.pro is already known to the Client or already in a business relationship, the Client must immediately notify IT Recruiting.pro in writing and provide corresponding evidence. If this is not done, a fee claim arises in accordance with Section 4.
- 3.3. The Client is solely responsible for verifying the qualifications and suitability of the candidates or freelancers.
- 3.4. The Client shall inform IT Recruiting.pro in writing if a candidate or freelancer is to be employed in a position of special trust (e.g., handling of money or valuables).

- 3.5. The Client is responsible for obtaining any necessary work permits, visas, residence permits, and other official authorizations in the respective country of assignment.
- 3.6. When engaging freelancers, the Client must ensure that no employment relationship within the meaning of the applicable social security law arises and that the freelancer acts independently. Internal company guidelines must be communicated to the freelancer in writing.
- 3.7. The Client undertakes to comply with all statutory and internal company regulations and to inform freelancers accordingly, especially in the case of cross-border assignments.

#### **4. Fees and Remuneration**

- 4.1. The fees for the services of IT Recruiting.pro are determined by the rates agreed upon in the assignment.
- 4.2. Unless otherwise agreed, the following rates apply:
  - Permanent Placement: For the successful placement of a candidate in permanent employment, IT Recruiting.pro is entitled to a **fee of 25%** of the candidate's first gross annual target salary (including all fixed and variable components, fringe benefits, and bonuses), but at least EUR 10,000 plus VAT.
  - Freelancer Placement: For the successful placement of a freelancer, IT Recruiting.pro is entitled to 25% of the net remuneration invoiced by the freelancer to the Client for the entire project duration, but at least EUR 5,000 plus VAT.
- 4.3. The fee claim arises as soon as an employment or service contract is concluded between the Client and the candidate/freelancer, regardless of whether the contact occurred directly or indirectly via IT Recruiting.pro.
- 4.4. The Client is obliged to promptly inform IT Recruiting.pro in writing about the conclusion of a contract and the agreed remuneration, providing appropriate documentation.
- 4.5. If a candidate initially placed as a freelancer is permanently employed within 12 months after the project ends, a fee claim arises in accordance with Section 4.2 (Permanent Placement).
- 4.6. In case of violation of the duty to inform or unauthorized direct employment/engagement, IT Recruiting.pro is entitled to claim a contractual penalty of up to EUR 10,000.
- 4.7. The fee claim exists regardless of whether the candidate is employed in another position, in another country, or by an affiliated company of the Client.
- 4.8. All fees are subject to the applicable statutory VAT, where applicable. For international placements, additional taxes, fees, or levies in the respective country may apply and are to be borne by the Client.

#### **5. Replacement Guarantee in Case of Termination During the Probationary Period**

- 5.1. Guarantee Period:  
Should the employment relationship with a candidate placed by IT

Recruiting.pro be terminated by either the candidate or the client within the first six months (probationary period) after the employment commences, IT Recruiting.pro undertakes to present a suitable replacement candidate for the same position once, free of charge.

5.2. Conditions for Claiming the Guarantee: The client has paid the full placement fee properly and on time.

- The client notifies IT Recruiting.pro in writing of the termination within seven calendar days after the end of the employment relationship and requests the replacement.
- The position and the job requirements remain unchanged.
- The termination is not due to restructuring, closure of the location, elimination of the position, or similar operational reasons, but solely due to reasons related to the candidate's person or conduct, or due to the candidate's own resignation.

5.3. Exclusions:

- The guarantee does not apply in the case of termination for operational reasons (e.g., restructuring, elimination of the position).
- The guarantee does not apply if the client significantly changes the position or the job requirements.

5.4. Refund:

- If IT Recruiting.pro is unable to present and place a suitable replacement candidate within eight weeks after the client's written notification, the client may request a partial refund of the placement fee. The refund amount is 100% of the fee already paid.
- With the refund, any further claim for replacement for this position expires.

5.5. Miscellaneous:

- The replacement guarantee applies exclusively to the originally placed position and is not transferable to other positions or projects.
- The guarantee does not apply to freelancer or interim placements.

## 6. **Billing, Due Date, and Default**

6.1. Billing for IT Recruiting.pro's services occurs:

- for permanent placements, upon conclusion of the contract between Client and candidate,
- for freelancer placements, upon conclusion of the contract between Client and freelancer,
- for other services, upon assignment as agreed.

6.2. Invoices are due immediately upon receipt without deduction. All prices and fees are exclusive of statutory VAT.

6.3. The Client is in default no later than 30 days after receipt of the invoice, even without a reminder. During default, IT Recruiting.pro is entitled to charge statutory default interest. Further claims for damages remain unaffected.

6.4. For freelancer placements, billing is generally monthly unless otherwise agreed in writing. Expenses, travel costs, and other ancillary costs will be invoiced separately to the Client if contractually agreed.

6.5. The Client is not entitled to make payments directly to placed candidates or freelancers. Such payments do not release the Client from its payment obligations to IT Recruiting.pro.

- 6.6. Offsetting is only permitted with undisputed or legally established claims.

## **7. Anti-Discrimination**

- 7.1. IT Recruiting.pro and the Client undertake to comply with all applicable anti-discrimination laws, in particular the German General Equal Treatment Act (AGG), relevant EU directives, and international regulations, during the selection and placement of candidates.
- 7.2. The Client undertakes not to make selection decisions based on gender, ethnic origin, religion, belief, disability, age, or sexual identity.

## **8. Candidate Documents and Confidentiality**

- 8.1. Candidate documents and information provided to the Client are to be treated confidentially and used solely for the purpose of evaluating a potential contract.
- 8.2. Forwarding candidate documents to third parties, affiliated companies, or other persons is only permitted with the prior written consent of IT Recruiting.pro.
- 8.3. In case of violation, the Client is obliged to pay a fee in accordance with Section 4 if the forwarding results in employment or engagement.

## **9. Hiring by Third Parties / Affiliated Companies**

- 9.1. IT Recruiting.pro's fee claim also exists if the placed candidate or freelancer is not employed directly by the Client but by an affiliated company (Sections 15 et seq. German Stock Corporation Act), a subsidiary, a sister company, or a third party to whom the candidate documents were forwarded.
- 9.2. This claim applies regardless of the position or function in which the candidate or freelancer is employed or engaged.

## **10. Termination**

- 10.1. Both parties may terminate the placement assignment at any time with 14 days' notice to the end of the month, unless otherwise agreed.
- 10.2. Fees already incurred remain unaffected by termination.

## **11. Liability, Defects, and Service Prevention**

- 11.1. IT Recruiting.pro is only liable for intent and gross negligence. Liability for slight negligence is excluded unless essential contractual obligations (cardinal duties) are affected.
- 11.2. IT Recruiting.pro does not guarantee the accuracy or completeness of information provided by candidates or freelancers.
- 11.3. Defects in services must be reported in writing by the Client immediately upon discovery. Statutory defect claims apply, provided the Client first requests rectification.
- 11.4. In cases of force majeure or other circumstances beyond IT Recruiting.pro's control (e.g., illness, official orders, natural disasters), IT Recruiting.pro is released from its service obligations for the duration of the hindrance.

- 11.5. For international placements, IT Recruiting.pro assumes no liability for compliance with foreign labor, tax, or social security laws by the Client or the placed candidate/freelancer.

## **12. Data Protection**

- 12.1. Both parties undertake to treat all information received during the cooperation as confidential.
- 12.2. The processing of personal data is carried out in accordance with the applicable data protection laws of the Federal Republic of Germany and, where applicable, the European Union (GDPR).
- 12.3. For international projects, the Client is obliged to comply with the applicable data protection regulations in the country of assignment.

## **13. Final Provisions**

- 13.1. Amendments and supplements to these AGB must be made in writing.
- 13.2. Should individual provisions be or become invalid, the validity of the remaining provisions shall remain unaffected.
- 13.3. The law of the Federal Republic of Germany applies. The place of jurisdiction, as far as legally permissible, is the registered office of IT Recruiting.pro.
- 13.4. For cross-border placements within the EU and internationally, the law of the respective country of assignment may also apply if mandatory legal provisions require this.

**As of: May 2025**