worknow.

Terms & Conditions

(As of 01.01.2026)

Section A:

Temporary Employment & Recruitment Services

Section B:

For Employer of Record Services

A. Temporary Employment & Recruitment Services

I. General

1. Permission & Legal Basis

Since 10.1.2020, worknow GmbH – hereinafter referred to as worknow – has held a licence for commercial temporary employment from the Federal Employment Agency in accordance with Section 1 (1) of the Temporary Employment Act (AÜG).

2. Validity & Part of the Contract

These T&Cs replace all previous T&Cs; previous terms and conditions of worknow therefore no longer have any effect. These T&Cs apply to any contract. The terms and conditions of the client (customer) are only effective if worknow has agreed to them in writing, even if worknow does not expressly contradict these terms and conditions.

3. Conclusion of Contract & Ancillary Agreements

a) According to § 12 AÜG, a written contract must be concluded between the customer and worknow for each order.
b) Amendments to the contract and ancillary agreements must be in text form.
c) With the signing of the temporary employment contract, the general terms and conditions of worknow GmbH become part of the contract, even if this is not or has not been expressly confirmed separately by the customer or if different conditions may even be asserted.

4. Temporary employment

Within the framework of the AÜG, worknow makes employees available to the customer. All social security contributions and benefits for the hired out employees are duly and fully paid by worknow.

5. Working hours / minimum purchase

The number of weekly working hours regulated in the temporary employment contract represents a minimum purchase obligation of the customer, if the customer needs less than he has contractually ordered, the contractually agreed hours must nevertheless be remunerated.

6. Notices

- The leasing contract can be terminated by either party with a notice period of one week to the Friday of each week.
- After a 3-month assignment period, this period is extended to two weeks to the Friday of each week.
- After a 6-month assignment period, this period is extended to 4 weeks to the 15th or the end of a calendar month.

7. Deviating termination rights of the customer

a) Trial day (day 1):D the customer can terminate the contract on the first day of the assignment if he is not satisfied with the work performance of the assigned employee. There is no calculation of the hours worked up to that point.

b) Within the first five working days: The customer can cancel within the first five working days with a notice period of two working days to the end of the working day.

8. Termination by worknow

worknow GmbH may terminate the assignment agreement for good cause without observing a notice period.

Every termination must be in text form.

9. Pledge of secrecy

worknow GmbH and the assigned employee are subject to confidentiality with regard to all business matters of the customer.

10. Employee's duties

The hired out employee must comply with the customer's working hours and carry out the work entrusted to him in an orderly and clean manner, in compliance with all applicable legal provisions, in particular all regulations on safety and hygiene.

11. Payment Methods / Miscellaneous

a) Payments (instalments, etc.) are to be made exclusively to worknow GmbH.
b) employees of worknow are not entitled to receive money; Payments can only be made to worknow GmbH with a debt-discharging effect.
c) All contributions are exclusive of the applicable value added tax. The place of performance and exclusive place of jurisdiction for all mutual contractual and pre- and post-contractual claims is Berlin.

12. Severability clause

Should a provision or part of the provisions of these GTC be invalid in whole or in part, this shall not affect the validity of the remaining provisions.

II.   Hourly

1.   Principle

Unless expressly agreed otherwise, the hourly rates apply without surcharges for overtime, night work, work on Saturdays, Sundays and public holidays, plus VAT.

2.   Surcharges

If the employee provided by worknow is employed, the hourly rate increases as follows:

25% for night work (20:00–08:00)	50 % Sunday
25% overtime (from the 40th hour per week)	100% holiday
25 % Saturday	

3.   Activity records / accounting

a)   Billing by worknow GmbH is carried out weekly on the basis of the proof of activity signed by the customer.
b)   At the end of the working week or after the end of the assignment, the customer is obliged to immediately sign the proof of activity submitted by the assigned employee and return them to him or to worknow GmbH.
c)   By signing, the customer confirms the time and duration of the activity shown there

III.   Recruitment

1.   General

worknow GmbH is also active as a recruitment agency.

2.   Brokerage fee on takeover

If a customer or an affiliated company concludes a service or work contract with a worknow GmbH employee during the existence of the employment relationship between worknow GmbH and the employee or within twelve months of its termination, the customer must pay a brokerage fee.

3.   Calculation of the agency fee

The fee is: three times the average gross monthly salary (fixed) + proportional variable benefits (e.g. holiday payments, bonuses, bonuses, company cars or similar).

The notice period agreed between worknow GmbH and the employee must be observed.

4. Reduction of the agency fee

The brokerage fee is reduced by 10% per calendar month in which the employee was employed exclusively by worknow GmbH at the customer.

IV. Payment

1. Invoicing & Late Payments

Invoices are due upon issue and must be paid within 10 days without deduction. If payment is not made on time, the customer is in default even without a reminder and owes default interest of 8% above the base interest rate.

2. Commitment of employees

The employee provided was carefully checked by worknow GmbH for his professional suitability and assigned to a pay group in accordance with the BAP collective agreement. It is only used for the contractually stipulated activity. The implementation or commencement of a non-contractual activity by the customer is a contract amendment and must therefore be reported to worknow GmbH in advance.

3. Work permit

If foreign employees are employed, worknow GmbH assures that all necessary work permit papers are available.

4. Failure & Replacement

If a hired-out employee is absent due to illness, worknow GmbH provides a short-term and suitable replacement.

5. Obligation to notify industry affiliation

The customer must inform worknow GmbH of his industry affiliation truthfully and without being asked to do so at least one working day before the assignment of each employee. This is necessary in order to correctly pay statutory industry-related surcharges. In the event of incorrect or missing information, the customer is liable for any resulting differential damages.

V. Liability & Occupational Health and Safety

1. Disclaimer

Since the assigned employee works under the direction and supervision of the customer, worknow GmbH is not liable for the execution of this work and not for any damage caused by the employee during his or her activities. This also applies to intentional conduct.

The customer indemnifies worknow GmbH against claims by third parties that arise in connection with the transferred activity.

2. Occupational health and safety obligations of the customer

According to § 11 para. 6 AÜG, the customer is responsible for all occupational health and safety Pflichten.Er ensures:

- Compliance with all accident prevention and occupational health and safety regulations
- Compliance with the Working Hours Act
- First aid facilities and measures

Before starting employment, the customer must inform the employee about job-specific hazards and protective measures and carry out any necessary occupational health check-ups at his own expense.

3. Accident insurance & reporting obligation

All employees of worknow GmbH are insured with the Verwaltungs-Berufsgenossenschaft.

In the event of an accident, the customer is legally obliged to report to worknow GmbH immediately.

Terms & Conditions of worknow GmbH
As of 01.01.2026

Section B:

General Terms and Conditions (GTC) for Employer-of-Record (EOR) Services
worknow GmbH – as of 01.01.2026

I. General

1. worknow GmbH ("worknow") has a licence for the commercial provision of temporary workers in accordance with Section 1 (1) of the German Temporary Employment Act (AÜG). The Employer of Record (EOR) service offered within the framework of these GTC legally constitutes a temporary employment contract in accordance with the AÜG.

2. These T&Cs apply to all contracts between worknow and the customer regarding EOR services. Deviating terms and conditions of the customer shall only apply if worknow expressly agrees to them in writing.

3. According to § 12 AÜG, a written contract must be concluded for each order. Amendments to the contract and ancillary agreements must be in text form.

4. By signing the EOR Agreement, the Customer acknowledges these T&Cs as a binding part of the contract.

II. Scope of services provided by worknow (formal employer)

As a formal employer, worknow takes on the following in particular:

1. Conclusion and administration of the employment contract

2. Payroll accounting and payment of remuneration

3. Payment of taxes and social security contributions

4. Payment of holiday, public holiday and continued wage payment pay

5. Payment of statutory levies (U1, U2, U3)

6. Reports to authorities, health insurance companies and social security institutions

7. Absenteeism management

8. Checking and securing the necessary work permits

9. Documentation under labour law and obligations to provide evidence

III. Obligations of the customer (borrower)

In accordance with Section 11 (6) of the German Temporary Employment Act (AÜG), the customer shall in particular:

1. Professional guidance and right to give instructions to the employee

2. Compliance with the Working Hours Act,

3. Carrying out all necessary safety, work and hazard instructions,

4. Provision of personal protective equipment,

5. Reporting accidents at work immediately to worknow,

6. notification of any change in activity, place of assignment or working hours before they are implemented,

7. Integration of the employee into existing work processes,

8. Proper and truthful recording of working hours and their transmission to worknow,

9. Truthful and complete information about one's own industry affiliation, including all information relevant to the application of sectoral surcharge collective agreements.

If incorrect or incorrect information leads to additional payments of remuneration or social security contributions, the customer is fully liable for the differential damage incurred and indemnifies worknow from this.

IV. Selection and deployment of the employee

1. The customer determines independently which person should hire worknow. worknow does not carry out personnel selection.

2. The employment contract is concluded exclusively for the purpose of making it available to the customer.

3. Changes to the employee's job, working hours or place of employment require the prior consent of worknow.

V. Term and Termination

1. Runtime

The EOR contract is valid for the duration of the employment relationship between worknow and the employee. If the employment relationship ends, the EOR contract ends automatically.

2. Termination by the Customer

The Customer may terminate the EOR Agreement at any time. worknow then terminates the employee's employment relationship in compliance with the notice periods stipulated in the employment contract:

3. Notice periods (worknow to the employee):

a) Probationary period (6 months):

- 2 weeks

b) from month 7:

- 4 weeks to the 15th or the end of the month

4. Costs during the notice period

The customer bears all costs of the employment relationship until the last day of the notice period - regardless of whether the employee works during this time.

VI. Remuneration, downtime and minimum purchase

1. The agreed weekly working hours or the hourly quota represent a minimum purchase obligation. Unused hours are to be remunerated in full.

2. The customer bears the remuneration risk for all downtime of the employee, in particular:

- Illness
- Holiday
- public holidays,
- official or private impediments,
- other reasons for which worknow is not responsible.

3. All employer ancillary costs such as social security contributions, levies, holiday and holiday pay as well as continued wage payment costs are borne in full by the customer.

4. A reduction or reduction of the agreed remuneration due to downtime is excluded.

VII. No entitlement to replacement staff

1. Since the customer chooses the employee himself, there is no entitlement to compensation in the event of his or her absence (e.g. illness, vacation).

2. If the customer wishes to have a replacement, he must appoint a suitable person who can hire worknow – if possible.

VIII. Terms of payment

1. One-time prepayment

At the beginning of the contract, the customer pays an advance payment of:

- 1.5 Gross monthly salary of the employee
- 25 % lump sum for non-wage labour costs

This advance payment will be offset against the last payslip.

2. Monthly prepayment

- worknow pays the salary on the third last working day of a month.
- The customer pays the total monthly fee (gross salary + employer costs + EOR fee) in advance by the 15th of the month at the latest.

3. Payments exclusively to worknow

Payments – including instalments – are to be made exclusively to worknow. Employees of worknow are not entitled to receive money.

4. Delay

In the event of late payment, worknow is entitled:

- default interest at the rate of 8% above the base rate,
- discontinue benefits,

- terminate the EOR contract for cause.

IX. Liability and indemnification

1. Since the employee works at the customer's site under the direction and control of the customer, worknow is not liable for:

   o Results
   o breaches of duty or mistakes by the employee,
   o damage to the customer's property,
   o Consequential financial losses, production losses or data loss,
   o intentional behavior of the employee.

2. The customer indemnifies worknow from all claims by third parties that arise in connection with the employee's work.

3. worknow is only liable for intent or gross negligence and up to a maximum of one gross monthly salary of the employee.

X. Occupational health and safety and accident reports

1. The customer must fulfil all obligations arising from occupational health and safety law and ensure that all accident prevention and safety regulations are complied with at the place of use.

2. The customer carries out all necessary hazard, machine and safety instructions.
3. Accidents at work must be reported to worknow immediately.

XI. Intellectual Property (IP)

All work results of the employee, including software, code, documents, concepts, developments and other services, are the exclusive property of the customer.
worknow does not claim any rights to it.

XII. Data Protection & Confidentiality

1. For personal data that the employee processes at the customer's site, the customer is the controller within the meaning of the GDPR.

2. worknow obliges the employee in writing to maintain confidentiality and to comply with all data protection and secrecy regulations.

3. worknow itself treats all of the customer's business and trade secrets confidentially.

4. worknow processes personal data exclusively for the purpose of carrying out the employment relationship.

XIII.   Final provisions

1. All prices are exclusive of the applicable statutory value added tax.

2. The place of performance and exclusive place of jurisdiction is Berlin.

3. If any provision of these GTC is invalid, the remainder of the contract shall remain valid. The invalid provision shall be replaced by a provision that comes closest to the economic purpose.

Terms & Conditions for EOR Services
worknow GmbH
As of 01.01.2026