

General Terms and Conditions

of worknow GmbH for Personnel Services, Employee Leasing, Employer-of-Record Services and
Recruitment Services
Status: April 2026

§ 1 Scope of Application

(1) These General Terms and Conditions ("GTC") apply to all services provided by worknow GmbH, Schlüterstraße 37, 10629 Berlin ("worknow"), to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.

(2) The services provided by worknow may include, in particular, employee leasing, temporary agency work, employer-of-record services, employment administration, personnel administration, payroll accounting, onboarding and offboarding services, as well as recruitment services.

(3) These GTC apply in addition to master agreements, employee leasing agreements, recruitment agreements, individual orders, pricing agreements and other agreements between worknow and the customer. In the event of contradictions, the order of precedence set out in the relevant agreement shall apply. If no such order of precedence is agreed, individual agreements shall prevail over these GTC.

(4) Deviating, conflicting or supplementary terms and conditions of the customer shall apply only if worknow has expressly agreed to their application in text form. This shall also apply if worknow performs services without reservation in knowledge of such terms and conditions.

§ 2 Definitions

(1) "Customer" means worknow's contractual partner that commissions or uses worknow's services.

(2) "Employees" means persons employed by worknow and leased to a customer for the performance of work or deployed in connection with other personnel services.

(3) "Employee Leasing Agreement" means the separate employee leasing agreement to be concluded for a specific employee leasing assignment.

(4) "Candidate" means a person named, proposed, introduced or placed by worknow, irrespective of whether that person is already an employee of worknow.

(5) "Assignment" means the work performed by an employee at or for the benefit of the customer.

§ 3 Conclusion of Contract and Scope of Services

(1) Offers made by worknow are non-binding unless expressly designated as binding.

(2) The type, scope, start, duration, place of assignment, activity, remuneration, charge-out prices, recruitment fees, fees and other details shall be governed by the relevant master agreement, Employee Leasing Agreement, recruitment order, individual order, offer or separate pricing agreement.

(3) worknow is not obliged to provide, propose or place any specific employee or candidate unless expressly agreed otherwise.

(4) To the extent the customer selects, proposes or confirms employees or candidates, worknow assumes no responsibility for their professional suitability for the tasks intended by the customer, unless worknow is responsible for its own culpable breach of duty.

§ 4 Employee Leasing, Temporary Agency Work and AÜG Compliance

(1) To the extent worknow's services constitute employee leasing within the meaning of the German Employee Leasing Act (Arbeitnehmerüberlassungsgesetz, "AÜG"), such services shall be provided exclusively on the basis of a valid employee leasing permit and a separate Employee Leasing Agreement concluded before the assignment begins.

(2) worknow warrants that it holds a valid, permanent employee leasing permit under the German Employee Leasing Act.

(3) Before the start of the employee leasing assignment, the parties shall expressly designate the assignment as employee leasing and identify the leased employee in accordance with statutory requirements.

(4) During the assignment, the customer assumes the professional and operational management of the employee within the framework of the relevant Employee Leasing Agreement. The employment-law right to issue instructions remains with worknow.

(5) The customer fulfils the obligations incumbent upon it as hirer, user undertaking and party authorised to issue professional instructions, in particular with regard to occupational health and safety, working time, assignment organisation, professional instruction, equal pay, equal treatment and the provision of accurate information.

(6) The parties shall comply with the applicable maximum leasing period. The customer shall provide worknow with all information required to review and comply with the maximum leasing period, in particular information on previous assignments of the same employee with the customer, affiliated companies or through other lessors.

§ 5 Employer-of-Record and Administrative Employer Services

(1) To the extent worknow provides employer-of-record or administrative employer services, this term describes the assumption of employment-contractual and administrative employer functions by worknow. The legal classification of an assignment as employee leasing remains unaffected.

(2) worknow may in particular assume employment administration, payroll accounting, employer notifications, personnel administration, onboarding, offboarding and the provision of billing and cost overviews.

(3) worknow does not provide legal, tax or business advice to the customer unless expressly agreed separately.

(4) worknow is not liable for the professional work performance, work results or commercial success of the employee's activity for the customer, unless worknow is responsible for its own culpable breach of duty.

§ 6 Recruitment Services

(1) In the area of recruitment services, worknow supports the customer in the search, selection and introduction of suitable candidates. A successful placement exists in particular if the customer or an affiliated company enters into an employment contract, service agreement, freelance agreement, consulting agreement or any other employment or engagement relationship with a candidate introduced by worknow.

(2) The entitlement to a recruitment fee also arises if the contract with the candidate is concluded within twelve months after the introduction of the candidate, irrespective of whether the specific contract is concluded without further involvement by worknow.

(3) The customer is obliged to inform worknow without undue delay of the conclusion of a contract with a candidate introduced by worknow and to provide worknow with all information required for the calculation of the recruitment fee in full and accurately.

(4) Unless expressly agreed otherwise, the recruitment fee amounts to 25% of the agreed gross annual target remuneration of the candidate, but not less than EUR 7,500.00 net. For blue-collar, operational or simple commercial positions, the recruitment fee amounts to 20% of the agreed gross annual target remuneration, but not less than EUR 4,500.00 net. For management positions, executive search mandates, particularly difficult-to-fill positions or exclusive search mandates, the recruitment fee amounts to 30% of the agreed gross annual target remuneration, but not less than EUR 12,500.00 net.

(5) Gross annual target remuneration includes in particular fixed annual gross salary, variable remuneration, bonuses, commissions, benefits in kind, sign-on bonuses, guaranteed special payments and other remuneration components. Company cars, equity, virtual participations or other ancillary benefits shall be taken into account to the extent this has been agreed or is economically equivalent to remuneration.

(6) The recruitment fee is earned and due upon conclusion of the contract between the customer or an affiliated company and the candidate. Invoices for recruitment fees are payable within seven calendar days from the invoice date without deduction.

(7) If the candidate terminates the contractual relationship within the first eight weeks after commencement for reasons not attributable to worknow, or if the customer terminates the contractual relationship within this period for reasons relating to the candidate's person or conduct, worknow shall perform one replacement search for the same position free of charge. There shall be no claim for reimbursement, reduction or deferral of the recruitment fee.

§ 7 Information, Cooperation Obligations and Customer Commitments

(1) The customer shall provide worknow in a timely, complete and accurate manner with all information required for employment, leasing, placement, billing, remuneration, equal pay, equal treatment, occupational health and safety, working time, social security, tax, data protection and legal classification.

(2) The customer shall notify worknow without undue delay of any changes to such information.

(3) For as long as required information, documents or approvals are missing, incomplete or contradictory, worknow is entitled to postpone the start of an assignment, suspend an ongoing assignment to the extent legally permissible, issue invoices based on the information available or require an adjustment of the contractual basis.

(4) The customer is not entitled to make legally binding declarations with effect for worknow vis-à-vis employees or candidates, or to make commitments regarding remuneration, bonuses, special payments, vacation, working time, place of work, home office, promotion, extension, termination or other employment terms, unless worknow has expressly approved this in advance.

§ 8 Equal Pay and Equal Treatment

(1) Unless an applicable collective bargaining agreement permits a lawful deviation, the leased employee shall receive the essential working conditions, including remuneration, of a comparable employee of the customer in accordance with statutory requirements.

(2) Before and during the assignment, the customer shall provide worknow with all information required to review and comply with equal pay and equal treatment. This includes in particular information on comparable employees or comparison groups, remuneration, bonuses, commissions, allowances, supplements, special payments, benefits in kind, benefits, working time, working time model, vacation, company practices, collective bargaining commitments, works agreements and other essential working conditions.

(3) worknow is entitled to rely on the information provided by the customer unless obvious inaccuracies are apparent.

(4) The customer shall indemnify worknow against all claims, additional payments, fines, supplements, damages, costs, legal enforcement costs and other financial disadvantages arising from customer-provided information on equal pay or equal treatment being incorrect, incomplete, late, not updated or misleading, unless the relevant disadvantage was caused by wilful intent or gross negligence on the part of worknow.

§ 9 Working Time, Occupational Health and Safety and Assignment Conditions

(1) During the assignment, the customer is responsible for compliance with the working-time requirements at the place of assignment. The customer shall provide worknow with all working-time data relevant for billing, remuneration and documentation in a timely, complete and accurate manner.

(2) Overtime, additional work and night, Sunday and public holiday work are permissible only if legally permitted, operationally required, ordered or approved by the customer and coordinated with worknow. Remunerable overtime, additional work, supplements or time off in lieu shall be charged to the customer separately unless expressly included in the charge-out price.

(3) During the assignment, the customer assumes the occupational health and safety obligations at the place of assignment. In particular, the customer shall ensure that the workplace is safe and legally compliant, required instructions are conducted and documented, necessary protective equipment is provided and special risks are communicated before work begins.

(4) worknow is entitled to suspend the assignment to the extent legally permissible or refuse commencement of work if there are substantial indications that working-time, occupational health and safety or other safety-related requirements are not being complied with.

(5) Work accidents, near misses, material breaches of duty, compliance incidents, official objections or other assignment-related events must be reported to worknow without undue delay.

§ 10 Remuneration, Prices, Fees and Additional Costs

(1) The customer shall pay worknow the agreed charge-out prices, service fees, recruitment fees, additional costs and other remuneration.

(2) Charge-out prices for employee leasing or other assignments shall, unless expressly agreed otherwise, apply only to the specifically named employee and the specifically agreed assignment.

(3) Employer ancillary costs, levies, contributions, charges and other payroll ancillary costs may be shown on a calculated basis. The decisive costs are the employer costs actually incurred by law, collective bargaining agreement, official requirement or social security law. Deviations, subsequent charges or recharges may be reflected in the monthly billing or in a separate subsequent invoice.

(4) Variable remuneration components, bonuses, commissions, allowances, supplements, special payments, expenses, travel costs, disbursements, benefits in kind, benefits, work equipment, official fees or other additional costs caused by the customer or attributable to the assignment shall be charged to the customer additionally unless expressly included in the agreed price.

(5) Additional administrative activities outside the usual scope of services may be charged separately after prior agreement or after prior information on the costs expected to arise.

§ 11 VAT, Billing and Payment Terms

(1) All prices are net amounts. Statutory VAT, where owed, shall be charged additionally. To the extent the reverse-charge procedure applies under applicable law or the service is to be invoiced without German VAT, invoicing shall be carried out without German VAT.

(2) If it is subsequently determined that German VAT was or is owed, worknow is entitled to charge such VAT additionally to the agreed net remuneration. The customer shall reimburse worknow for the subsequently charged VAT as well as any resulting interest, surcharges and reasonable costs, unless the subsequent charge was caused by wilful intent or gross negligence on the part of worknow.

(3) Invoices issued by worknow are payable no later than within seven calendar days from the invoice date without deduction, unless expressly agreed otherwise.

(4) worknow may request advance payments, instalment payments or security deposits to the extent agreed or objectively justified due to the scope of services, payment risk or assignment risk.

(5) The customer may set off only undisputed or legally established claims. Rights of retention exist only to the extent they are based on the same contractual relationship.

§ 12 Absences, Illness, Vacation and Cost Risk

(1) The customer shall inform worknow without undue delay of all absences, sick notes, vacation periods, public holidays at the place of assignment, other absences and other circumstances known to it that may be relevant for the billing or remuneration of an employee.

(2) As between the parties commercially, the customer bears all assignment-related costs and risks unless these are based on a culpable breach of duty by worknow.

(3) Any reduction, retention or refusal of payments owed to worknow due to non-performance, poor performance, illness, vacation, public holidays, default of acceptance, lack of deployment possibility or other periods of absence of the employee is excluded, provided worknow has duly fulfilled its contractual obligations.

§ 13 Termination, End of Assignments and Takeover

(1) Master agreements and ongoing contractual relationships may be terminated in accordance with the respectively agreed provisions. Termination of a master agreement does not automatically terminate ongoing Employee Leasing Agreements, ongoing assignments or existing employment-contractual obligations.

(2) If the customer terminates an assignment or no longer uses the employee's work performance, the customer shall bear all resulting costs until the legally effective end of the employment relationship between worknow and the employee or until another assignment of the employee, whichever occurs first, unless expressly agreed otherwise.

(3) A takeover of an employee or candidate by the customer may trigger a recruitment or takeover fee if this has been agreed or follows from the relevant order, Employee Leasing Agreement, recruitment agreement or pricing agreement.

(4) The right to extraordinary termination for good cause remains unaffected.

§ 14 No Entitlement to Replacement Staff

To the extent the customer selects, proposes or confirms the relevant employee, the customer has no entitlement to replacement staff from worknow in the event of illness, vacation, other absence, underperformance, termination of the employment relationship or termination of the assignment. If the customer wishes to use a replacement person, this requires a separate agreement.

§ 15 Data Protection and Confidentiality

(1) The parties undertake to comply with the applicable data protection laws, in particular the GDPR and the German Federal Data Protection Act (BDSG).

(2) Each party is independently responsible for the processing of personal data carried out by it, unless a deviating data protection role allocation is expressly agreed.

(3) To the extent required by law, the parties shall conclude a separate data protection agreement, in particular a data processing agreement or an agreement on joint controllership.

(4) The parties shall treat all confidential information obtained in the course of the cooperation as strictly confidential and use it only for the purposes of performing the contract.

(5) The confidentiality obligation does not apply to information that is publicly known or becomes publicly known without breach of contract, was already lawfully known to the receiving party, was lawfully disclosed by a third party, or must be disclosed due to statutory, official or court obligations.

(6) The confidentiality obligation continues after termination of the contractual relationship.

§ 16 Intellectual Property and Work Results

(1) To the extent employees create work results in connection with an assignment, worknow shall, to the extent legally permissible, ensure that the customer is granted the rights of use required for contractual use.

(2) Rights of use are granted only to the extent the work results were created within the scope of the agreed assignment and worknow can dispose of such rights.

(3) Pre-existing rights, open-source components, third-party software, standard tools, templates, know-how and general skills of the employee are not transferred. Their use is governed by the respectively applicable licence or terms of use.

§ 17 Indemnification

(1) The customer shall indemnify worknow against all claims, costs, damages, fines, additional payments, interest, surcharges, legal enforcement costs and other disadvantages arising from or in connection with a breach of duty by the customer.

(2) The indemnification includes in particular claims in connection with incorrect, incomplete, late or not updated information provided by the customer, equal pay or equal treatment, working time, occupational health and safety, instructions, operational breaches of duty by the customer and terminations or changes of an assignment initiated by the customer.

(3) The indemnification does not apply to the extent the relevant claim is based on an intentional or grossly negligent breach of duty by worknow.

§ 18 Liability

(1) worknow has unlimited liability in cases of wilful intent and gross negligence as well as in the event of injury to life, body or health.

(2) In the event of slightly negligent breach of material contractual obligations, worknow is liable only for the typical, foreseeable damage. The liability is limited in amount to the net service fees paid by the customer during the last three months before the event giving rise to the damage.

(3) In all other respects, worknow's liability for slight negligence is excluded.

(4) worknow is not liable for the professional work performance, work results, business decisions, operational integration or commercial success of the activity of an employee or candidate at the customer, unless worknow is responsible for its own culpable breach of duty.

(5) Liability for indirect damages, consequential damages, production downtime, business interruption, loss of data, lost profit, lost savings and reputational damage is excluded to the extent legally permissible.

(6) Mandatory statutory liability remains unaffected.

§ 19 Subcontractors and Service Providers

worknow may use subcontractors and service providers to the extent this is required or expedient for the fulfilment of the contractual obligations. worknow remains responsible to the customer for the proper fulfilment of the contractual obligations. Data protection requirements remain unaffected.

§ 20 Final Provisions

(1) Amendments and supplements to these GTC or to contracts concluded on their basis require text form unless a stricter form is required by law.

(2) The laws of the Federal Republic of Germany apply, excluding private international law and the UN Convention on Contracts for the International Sale of Goods.

(3) The place of jurisdiction is Berlin, to the extent legally permissible.

(4) Should any provision of these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall apply in place of the invalid or unenforceable provision unless the parties validly agree on a supplementary provision.