



Noroutine GmbH

a company incorporated in Munich, registered under company number HBR 243905 in District Court of Munich at Berg-am-Laim Str., 64, 81673, Munich, Germany

Standard Terms of Business Introduction of Candidates to Clients for Direct Employment/Engagement

The following general terms and conditions regulate the contractual or contractual relationship between you as an applicant or a candidate actively proposed by Noroutine to another company (hereinafter referred to as "applicant", you, you or similar) and our company, Noroutine GmbH, based in Munich in Berg-am-Laim Str. 64, 81673 Munich (hereinafter referred to as "recruiter", "us", "we" or similar), who will act as a recruiter for you.

Our placement activities, advice and the use of our online offer are COMPLETELY FREE OF CHARGE for you as an applicant. You give us a free order to mediate as an applicant within the meaning of § 662 BGB.

Of course, we are also sales and profit-oriented. However, we do not receive our commission, contributions or other costs from you, but from your future employer and only provide a cost, commission or contribution calculation to companies that use our services and / or our job posting portal for publications.

§1 COMPLETENESS, AUTHENTICITY, TRUTHFUL INFORMATION

By submitting and / or uploading your application documents, photos or other data (hereinafter referred to as "application documents"), you declare that all information provided is true, complete and all certificates and references submitted are genuine.

§2 ORDER FOR FREE PLACEMENT WITH AN EMPLOYER

The services we provide as a recruiter are not to be understood as a guarantee of a successful placement, a specific place of work, desired working hours, earnings or the duration of an employment relationship. As an applicant, you are free to decide whether you want to enter into an employment contract (hereinafter referred to as "employment contract") with a potential employer or decide against one. The contract negotiations with the potential employer are your sole responsibility as the applicant. Of course, we will support you during the negotiations and share our market assessments with you. As a recruiter However, we do not provide you with any contractual, legal or tax advice. We recommend that you consult a licensed lawyer or a specialist lawyer for labor law in order to have contractual clauses checked and / or negotiated.

You only give us an order free of charge for you to compare our orders with your documents and, if there is a suitable position, to inform you about your options and, if necessary, to introduce and mediate you or use our services or the online offer as part of the recruitment contract.

§3 DAMAGES

Placement service is free of charge for you, however you may be liable for other material or intangible damages incurred by Noroutine in regard to your application, for example when Noroutine suffers reputational damages in front of client at your fault.

Therefore you are committing to present truthful information to best of your knowledge during hiring process and otherwise behave integer to best of your ability towards Noroutine and its clients

§4 NOT A PARTY TO EMPLOYEMENT CONTRACT

As a recruiter, we do not become a party to the employment contract between you and your new employer. The conclusion of an employment contract is solely the responsibility of the respective contracting parties (you and your future employer). We are not liable for or in connection with the conclusion of the employment contract between you and your future employer.

§5 DATA PROTECTION

We take data protection very seriously and treat all information related to recruitment (in particular your application documents) confidentially and will process it in accordance with the applicable data protection law. We only process your

documents for the purpose of recruiting, in particular to offer you vacancies or positions, but also to recruit them at a future point in time, as well as to operate our applications and online offers.

You entrust us with the processing and storage of your personal data for the duration of this contractual relationship. Our transparency document with the information according to Art. 13 and 14 GDPR is available on our website. Our data protection officer will be happy to answer further questions about data protection on request.

§6 GRANTING OF COPYRIGHTS TO APPLICATION DOCUMENTS AND PHOTOS

The creation of your application documents gives you copyright, ancillary copyright, personal rights or other rights.

If the human resources department of a potential employer forwards your application documents, for example by email, to the relevant specialist department, your application will be copied in a way that is relevant to copyright.

For this reason, you grant us a free, non-exclusive and transferable right of use to all submitted works (application photo, application documents, etc.) for comprehensive and worldwide use without time, content or location restrictions.

In particular, you grant us online and access rights. This is the right to make your application documents available using digital or other storage and transmission technology.

You also grant us database and telecommunications rights. This concerns the right to save the application documents, excerpts or elements in electronic databases and to feed them into data networks.

You also grant us the right of reproduction and distribution. This means the right to reproduce and distribute the application documents as required within the scope of the granted types of use - including on data carriers other than those originally used.

§7 REFERENCE INFORMATION

You place the order with us and hereby authorize the collection of references from your previous or current employers, if we consider this to be necessary. You also allow us to grant this right to potential employers.

§8 TRANSMISSION OF PERSONAL DATA TO POTENTIAL EMPLOYEES

You instruct us to pass on your personal data to potential employers for assessment and evaluation. In particular, you instruct us to disclose your personal data (e.g. CVs, certificates, notice periods, salary expectations and / or similar information) to potential employers, to transmit them to them and / or to make them accessible in another way. The transfer or disclosure will only take place after we have made a preselection and checked whether you are generally suitable for the position to be filled.

§9 TRANSFER BY EMPLOYER TO THE RECRUITER

You give us the order, after the conclusion of an employment contract with your new employer, to query or request all data and documents from your new employer that are necessary for the issue of our cost, commission or contribution invoices (e.g. date of conclusion or termination of the employment contract, annual income including all special payments, royalties, commissions, pecuniary benefits, employment contracts, wage and salary slips, etc.) and hereby expressly release your employer from all confidentiality or other contractual or statutory confidentiality obligations as well as from data protection with regard to such data required by us. This also applies if there is employment on the basis of a fee or other employment,

If no employment contract can be concluded with a proposed employer, please allow him to inform us about the non-conclusion and the reasons for it. You also allow us to request employers to destroy your application documents for reasons of data protection or to hand them over to you or us.

§10 CONTRACT DURATION AND TERMINATION

This contract is concluded for an indefinite period and can be terminated by either party at any time without observing a period of notice. A termination has no effect on granted copyrights. We delete all data in our system as soon as you have given notice of termination.

§11 FINAL PROVISIONS

(1) The law of the Federal Republic of Germany applies exclusively to this contract between us and you, provided that you are resident in the Federal Republic of Germany or in a third country at the time the contract is concluded. If you are resident in another member state of the European Union at the time of the conclusion of the contract, the law of the respective member state in which you live or work or the law of the Federal Republic of Germany applies, depending on your choice.

(2) The place of jurisdiction for all disputes arising from this contractual relationship is based on the applicable law. The applicant is free to take legal action at the company's registered office.

(3) There are no verbal side agreements. Ancillary agreements must be confirmed in writing by both contracting parties in order to be effective.

(4) If clauses of this contract have not become part of the contract in whole or in part or are ineffective, the rest of the contract shall remain effective. If provisions have not become part of the contract or are ineffective, the content of the contract is based on the statutory provisions. The contract is ineffective if adherence to it would represent an unreasonable hardship for one of the contracting parties, even taking into account the statutory provisions.

In effect since 01.03.2020