



Terms of use for the career counseling and placement service for candidates by Tech Punk GmbH.

Status: 01.04.2022

Tech Punk GmbH (hereinafter referred to as "**Tech Punk**") is a recruitment consultancy and placement agency specializing in the permanent career counseling of "candidates" and their placement with "IT companies". The present Terms of Use govern the contractual relationship between Tech Punk and the Candidate.

§ 1 Definitions

If any of the terms below are used in these Terms of Use, they shall have the meaning defined below for the respective term.

"Candidates" are persons who have registered with Tech Punk or who have applied for a job described in more detail in an IT company.

"IT Companies" are Fintech, E-Commerce, Health, Logistics, Media/Web Development, Software Development. (SaaS), Software Development (IaaS), Software Consultancy, Web Marketing, Software Agency / In-house Development, IT Product Development and other IT companies that have contracted with Tech Punk for the recruitment of candidates.

"Jobs" means the following positions to be filled in an IT company: Frontend Engineer, Fullstack Engineer, Backend Engineer, Software Architect, Big data Engineer, Data Science Engineer, Data Scientist, AI/KI Specialist/Engineer, IT Support, System Administrator, IT System Engineer, IT Project Manager, Product Owner, Project Manager, Scrum Master, Software Consultant, Team Lead Engineering, Lead Developer, Head of Development, Head of Technology, CTO and other positions in IT companies.

The term "**job**" includes employment as well as freelance activities (e.g. as a freelancer) with an IT company.

"Placement" means establishing contact between the candidate and an IT company with the aim of, to enable the candidate to find employment or freelance work with the IT company in question. The placement for a specific position ends when a contract for employment or freelance work is concluded between the candidate and the IT company. The candidate and the IT company for employment or freelance work for this position or if the candidate or the IT company have finally rejected an employment relationship.

"Career counseling" means the ongoing counseling of the candidate on his/her professional career, goals and the possibilities of placement with an IT company.

§ 2 Subject of the Agreement and Services of Tech Punk

Tech Punk's offer of contracts and services is directed exclusively at candidates within the meaning of § 1 who are interested in employment or freelance work with an IT company.

Tech Punk is committed to candidates and IT companies alike. Tech Punk wants to find a job for the candidate that matches his or her wishes and goals. At the same time, Tech Punk receives information on job vacancies from the IT companies themselves and would like to place suitable candidates for the respective vacancy. Tech Punk accompanies and supports the application and recruitment process and is available as a contact for both the candidate and the IT company.

Tech Punk offers candidates long-term career counseling and the possibility of a job placement with an IT company.

There is no entitlement to the provision of these services described in more detail below. The provision of services by Tech Punk is **on a voluntary basis**.



1. Career counseling by Tech Punk

In order to be able to offer the candidate a position that matches his or her requirements and skills, and at the same time to offer the IT company a candidate who is suitable for the position to be filled, Tech Punk will usually give the IT company a suitable candidate for the position to be filled. Tech Punk will usually review the candidate's application and discuss the candidate's ideas and goals (e.g. position, place of work, salary expectations, etc.) with the candidate, salary expectations, etc.) and then advise on the possibilities of a (job) placement. Tech Punk's range of services does not only extend to jobs that are described in detail on the Tech Punk website. Tech Punk also analyses the job market and makes contact with the IT companies or the contact persons there and tries to find a job in this way and in this way tries to obtain additional information about the positions that are not publicly advertised and the possibilities of placing a candidate.

Where Tech Punk, in **its sole discretion**, considers it appropriate for a candidate to apply for a vacancy, it will suggest to the candidate that vacancy and the submission of the candidate's application to the relevant IT Companies.

Even after a successful initial placement, Tech Punk will continue to advise the candidate on his/her career planning or professional goals and, if requested, on the possibilities of a further placement, provided that the candidate does not terminate the contract with Tech Punk - as described under § 7 - beforehand.

2. Placement service by Tech Punk

If the candidate is interested in a position proposed by Tech Punk and wishes to apply for it, Tech Punk will prepare an application based on the documents/information provided by the candidate. Tech Punk prepares an application on the basis of the documents/information provided by the candidate and, as a rule, sends it to the IT companies in anonymised form first. If the IT company is interested in an interview, the candidate receives a notification and has the option of consenting to the transmission of his/her complete, non-anonymised application documents by Tech Punk. With the candidate's consent, Tech Punk can also send the IT companies immediately with the candidate's non-anonymised application documents.

If the candidate agrees to the transfer of his or her application documents, Tech Punk will transfer them to the IT companies and accompanies or supports the application process. Tech Punk provides only a mediation service and does not become a party to a contract and does not become a contracting party to a contract that a candidate and an IT company enter into for a position placed by Tech Punk. The parties to the aforementioned contract are solely responsible for the implementation and execution of the contractual relationship between the candidate and the IT company.

3. No claim for benefits against Tech Punk

Since Tech Punk's counseling and placement services are provided on a voluntary basis, the candidate has no right to be offered one or more positions, or to have his or her application forwarded by Tech Punk to an IT company or to disclose more detailed information about a job.

Tech Punk also does not guarantee that a position that is described in more detail on the Tech Punk website or for which the candidate wishes to apply is actually to be filled and has the content described by the IT company. Similarly, the candidate is not entitled to be the only candidate to whom Tech Punk proposes a vacancy. Tech Punk proposes a position and/or whose application is forwarded by Tech Punk to the IT Companies.

Furthermore, the candidate has no claim against Tech Punk to be employed by an IT company or to work freelance.



Tech Punk also does not guarantee the establishment of a contractual relationship between the candidate and the IT company.

Rather, the IT companies themselves decide whether they wish to invite a candidate proposed by Tech Punk for an interview and conclude a contract (Employment or freelance) with the candidate. The candidate himself is also not legally obliged to accept a contract offer from an IT company.

§ 3 Conclusion of contract

The candidate can conclude the present contract with Tech Punk both via a website and by email. The conclusion of the contract shall be made in German.

1. Conclusion of the contract via a website

The Candidate has the possibility to conclude the contract with the content described above via a website by accepting the Tech Punk's offer of contract associated with the deposit of the relevant form by registering and/or applying for a position described in more detail and pressing the "Submit" button. Before the final submission of the information entered by the candidate, he/she has the opportunity to check his/her details and, if necessary, change them. After submitting the form, the candidate will receive a confirmation email to the email address he/she has provided. Tech Punk stores the text of the contract as well as the messages aimed at the conclusion of the contract and provides the customer with a copy of the documents on request.

2. Conclusion of contract by email

Alternatively, the candidate can also conclude the contract by email. In this case, Tech Punk makes a legally binding offer (§145 BGB) for the conclusion of the contract by sending the documents required for the registration with Tech Punk as well as these terms of use. The conclusion of the contract is affected by the candidate accepting the offer by sending his application documents to Tech Punk.

§ 4 Duties of the candidate

Within the framework of the present contractual relationship, the candidate has to fulfill the following duties of cooperation, information and confidentiality obligations within the framework of this contractual relationship:

1. Duties to cooperate

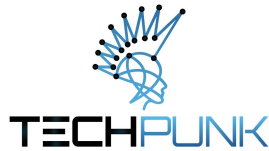
In order to be able to provide the services described under § 2, Tech Punk requires the following proof of the professional qualifications of the candidate:

- Tabular curriculum vitae

The candidate assures that the information he/she has given himself/herself is true. In particular, he/she must not provide Tech Punk with falsified or otherwise incorrect application documents.

2. Information obligations

During an ongoing placement, the candidate is obliged to inform Tech Punk of the conclusion of an (employment or freelance) contract with the IT company. Since the amount of Tech Punk's commission claim against the IT company is determined by the remuneration agreed between the candidate and the IT company and the amount of the commission claim. Tech Punk is obliged to inform the IT company of the conclusion of the contract agreed between the candidate and the IT company and the content and scope of the candidate's activities. The candidate is obliged to disclose the agreed amount of remuneration upon Tech Punk's request. In this case, the candidate who has signed a contract with an IT company for a permanent position, is obliged to inform Tech Punk of the gross annual target salary agreed with the IT Company. In the event of the successful placement of a contract, the candidate is obliged, upon Tech Punk's request, to disclose to Tech Punk the agreed basic salary and the



hours worked. The Candidate may comply with the foregoing obligation by simply notifying Tech Punk or by submitting a copy of the employment contract or the freelance contract, including a copy of the timesheet.

3. Duties of confidentiality

The candidate undertakes with regard to confidential information which has become known to him/her within the scope of this contract to keep it secret, not to disclose it to third parties and not to use it for his/her own, direct or indirect purposes.

Confidentiality, not to disclose it to third parties and not to use it for the purpose of his own, direct IT companies by circumventing Tech Punk. Confidential information is in particular the identity of the IT companies and the names of the contact persons there (e.g. CTO or managing director). The aforementioned obligations shall also apply after termination of the contractual relationship.

§ 5 Invoicing for freelancers

Tech Punk prepares for candidates who have concluded a freelance contract with an IT company after the placement by Tech Punk and have performed their (services) there on a self-employed basis, the invoice for the services performed within the scope of the contract and transmits the candidate's invoice to the IT companies concerned. This does **not incur any financial costs for the candidate**.

In order for Tech Punk to be able to issue the invoice, the Candidate must provide Tech Punk with his/her tax number and bank details and send a corresponding (work) record of the services rendered in each case. The candidate is in this respect obliged to inform Tech Punk about the number of hours he has worked within a certain period of time and as proof of this and to provide a copy of the timesheet signed by the IT company and the candidate as proof of this. The candidate must provide the aforementioned proof at the end of the month in which the services were rendered in the IT company. Afterwards Tech Punk will prepare the invoice on behalf of the candidate based on the information provided by the candidate and send it to the IT company concerned together with a copy of the invoice. The candidate will receive a copy of Tech Punk's copy of the invoice. The candidate is entitled to the full amount of the invoice. Should the IT company - contrary to Tech Punk, Tech Punk undertakes to transfer the invoice amount to the candidate without any deductions.

Tech Punk will then prepare the invoice on behalf of the candidate based on the information provided by the candidate and send it to the IT company concerned together with a copy of the invoice. The candidate will receive a copy of the invoice. The candidate is entitled to the full amount of the invoice. Should the IT company - contrary to the Tech Punk, Tech Punk undertakes to transfer the invoice amount to the candidate without deductions.

§ 6 Remuneration; Commission; Travel Expenses

The (consulting and placement) services provided by Tech Punk under this contract are free of charge for the candidate. The candidate therefore owes Tech Punk in particular no commission for the successful placement with an IT company.

The candidate is not entitled to reimbursement from Tech Punk for any travel expenses that may be incurred for an interview arranged by Tech Punk with an IT company.

§ 7 Term and termination of the contract, post-contractual obligations

This contractual relationship is concluded for an indefinite period. It can be terminated by the candidate and Tech Punk at any time without observing a period of notice. The termination can be declared in writing, orally or in text



form. Alternatively, the candidate may also notify Tech Punk that he/she will not receive any consulting and/or placement service(s) for a certain period of time. Tech Punk will take this into account and implement it accordingly.

The Candidate undertakes for a period of 24 months from the date on which the Candidate was first informed of the interest of the relevant IT Companies, to notify Tech Punk of the conclusion of any employment or freelance contract with the IT Company concerned and, in the case of a permanent position IT Companies which is based on a placement service provided by Tech Punk and, in the case of permanent employment, to pay the agreed gross annual target salary or, in the case of freelance work, the services rendered per month in the relevant period. This obligation to notify the conclusion of a contract with an IT company also applies to freelancers who, after successful placement with an IT company, within a period of 24 months after the contract with the IT company for permanent employment.

Tech Punk requires the information presented above in order to determine the existence and amount of the commission claim against the IT Company. The Candidate may fulfill the above obligation by simply notifying Tech Punk or by submitting a copy of the employment or freelance contract, including the hourly invoice.

§ 8 Exclusion and limitation of liability

Tech Punk is liable to the Candidate without limitation for damages caused intentionally and by gross negligence, for damages injuries to life, body or health, due to fraudulently concealed defects, in accordance with the provisions of the Product Liability Act, as well as for damages based on a breach of duties the fulfillment of which is essential for the proper performance of the contract in the first place and on the observance of which the candidate may regularly may rely on ("cardinal obligation"). In the event of a breach of cardinal obligations, the liability of Tech Punk shall be limited to the amount of the foreseeable and contract-typical damage.

Unless otherwise stipulated above, Tech Punk shall not be liable to the candidate for slightly negligent breaches of duty.

The provisions on liability made in this § 8 shall apply accordingly to vicarious agents, executing aides and executive employees of Tech Punk.