

Formal obligation to the observance of the data protection and the secrecy according to the European General Data Protection Regulation (EU-GDPR) and the federal data protection law of Germany (BDSG)

We hereby obligate you to protect the personal data that you receive with respect to our cooperation in accordance with articles 5, 25 & 32 of the EU-GDPR. Furthermore, the candidate rights under Article 15, 17 & 20 must be maintained at all times. For this, AIMS International-Germany GmbH has the consent of the candidate according to Article 6, 7 & 8. In addition, you are prohibited from collecting, processing or using personal data without authorization.

During the course of the contract between the contractual parties, personal data about applicants will be communicated confidentially to the client. These data are strictly confidential, and in accordance with the EU-DSGVO, BDSG and IT security acc. DIN EN ISO 27001, and must not be disclosed to third parties.

A condition for the transmission of personal data of candidates is the conclusion of this formal obligation.

Provided that the parties agree as follows:

§ 1 Subject of this agreement

- (1) Confidential data according to this formal obligation are all personal data of candidates made available to the client. The form of the data does not matter. The agreement includes all written, verbal and / or electronic information, or data provided.

Specifically, these are the following data:

Name, address, telephone number, email address, marital status, bank data, religious affiliation, pay expectations, employment relationships, private interests and hobbies, certificates and certificates, etc.

- (2) Personal data shall not be considered confidential if it has already been publicly known at the time the client becomes aware (public search engine available personal data).
- (3) The client, his / her possible organs (shareholder or shareholder meeting, supervisory board, board of directors, etc.), as well as employees are to be regarded as entitled to obtain the named personal data; the latter (employees) only if they are directly involved with the recruitment. Employees are employees, so-called freelancers and temporary workers (temporary workers). Furthermore, persons who by law are subject to a duty of confidentiality (e.g. tax consultants, auditors, lawyers) shall be deemed to be entitled.

§ 2 Further duties of the client

- (1) The client will not make any copies or other copies of the data provided by our company, unless prior written consent has been given.
- (2) The client will promptly return all documents, documents and other personal data made available to him after successful recruitment, and following a request by AIMS International-Germany GmbH, alternatively destroy or delete them immediately upon request by AIMS International-Germany GmbH. The client has to provide proof of any destruction and / or deletion on request.
- (3) The client undertakes to inform AIMS International-Germany GmbH in writing, without delay, to the Federal Office for Safety in Information Technology (BSI) if it (client) has become aware that organs, employees and other confidential persons have confidential information You have communicated in breach of this agreement, and/or legal provisions on data protection.

§ 3 Damages

If a responsible body inflicts damage on the data subject through inadmissible or inaccurate collection, processing, or use of his personal data, in accordance with this act or other data protection provisions, he or the carrier is obliged to pay damages to the person concerned. The liability for compensation shall cease, as far as the responsible authority has taken due care of the circumstances according to the circumstances of the case.