

**General terms and conditions for the provision of temporary employees and recruitment at Allgeier Experts Pro GmbH**

**General**

Allgeier Experts Pro GmbH has been in possession of the unlimited permit for the provision of temporary employees since 19.08.1998, issued by the Nuremberg Employment Agency.

All offers and contracts of Allgeier Experts Pro GmbH regarding the provision of employees or recruitment, even if not specifically referred to in individual cases, are subject to the following conditions. Alternative terms and conditions of the Customer, in particular conditions of purchase, do not apply, even if they are not explicitly contradicted.

The employee leasing agreements require the written form to be effective in accordance with Section 12 (1) sentence 1 of the German Temporary Employment Act (AÜG), Section 126 (2) of the German Civil Code (BGB), and in particular must be signed by both parties and must be concluded before the relevant start of the lease. Side agreements, changes or additions must also be made in writing.

**1. Subject matter of the contract**

- 1.1 Allgeier Experts Pro GmbH (hereinafter referred to as the "Agency") temporarily provides employees (hereinafter referred to as "temporary employees") to the Customer (hereinafter referred to as the "Host") at the agreed place of employment under the terms of the respectively applicable Temporary Employment Act (AÜG).
- 1.2 The Agency declares that for the employment relationship with the temporary worker, the industry collective agreements concluded between the Association of German Temporary Employees (Interessenverband Deutscher Zeitarbeitnehmer, iGZ eV) and the DGB Collective Temporary Employment Association and any collective agreements on industry premiums applicable to a specific sector apply for temporary employees and various company agreements which govern the essential working conditions, including remuneration.
- 1.3 Each order is based on a written individual contract in accordance with Section 12 AÜG between the Host and the Agency.
- 1.4 The provision of temporary employees does not establish a contractual relationship, in particular no employment relationship, between the temporary worker and the Host.
- 1.5 The Agency and Host declare that both will comply with their obligations under the respectively applicable AÜG (e.g. adherence to the maximum leasing period, disclosure of information to determine equal pay, payment of industry surcharges if an industry surcharge agreement applies, etc.).
- 1.6 These General Terms and Conditions (in particular the provisions in Section 9) shall also apply if Allgeier Experts Pro GmbH provides services in connection with the recruitment of personnel for the Customer. By including these terms and conditions of contract, the Customer is not expressly required to use individual recruitment services provided by Allgeier Experts Pro GmbH.

**2. Use of the temporary worker by the Host / the Host's right of instruction**

- 2.1 The Host undertakes to notify the Agency immediately prior to commencement of the assignment if a temporary worker was employed in the last 6 months prior to the leasing by the Host or an employer who forms a group with the Host within the meaning of Section 18 of the German Stock Corporation Act (AktG), in accordance with Section 3 (1) No. 3 sentence 4 AÜG. The Host is obliged to notify the Agency immediately of all essential terms and conditions of pay of a comparable employee of the Host insofar as one was employed by the Host or a group within the meaning of Section 18 AktG within the last 6 months prior to the start of the employee leasing. Insofar as

the temporary employee files claims against the Agency due to a breach of the Equal Treatment Principle, the Host is obliged to indemnify the Agency insofar as the claims are based on a breach of the Host's obligation to provide information in sentence 1 or false or missing information from the Host in relation to the essential working conditions.

- 2.2 Temporary workers may only be used by the Host for the agreed activities. Deviations in terms of the length of stay, working hours, place of work or type of activity require a corresponding agreement between the parties. The Host is not entitled to provide temporary employees provided by the Agency to third parties.
- 2.3 The Host is obliged to employ the temporary workers provided by the Agency in the amount stipulated in the employee leasing agreement. If the Host does not comply with this duty of employment, the Agency may demand the agreed remuneration for the services not provided by the temporary worker without the temporary worker being obliged to render any subsequent performance.
- 2.4 For the duration of the lease, the Host is authorised to give instructions to the temporary worker in the same way as an employer.

**3. Occupational health and safety**

- 3.1 For the duration of the lease, the Host assumes the employer's duty of care vis-à-vis the temporary worker, which results from Section 618 BGB. The Host must ensure that the applicable accident prevention and occupational health and safety regulations as well as the legal working time limits are complied with at the place of employment.
- 3.2 In the event of defective or non-existent safety devices, equipment or protective clothing, the temporary worker is entitled to refuse to take up or continue the work until the defects have been remedied. The Host remains obliged to pay the agreed fee for the provision during this time.
- 3.3 The temporary worker shall be instructed by a responsible contact person of the Host regarding the specific dangers of the place of work before starting work.
- 3.4 The Host undertakes to immediately notify the Agency of an accident at work suffered by the temporary worker. The Agency shall also report the accident at work to its employer's liability insurance association.
- 3.5 The Host shall indemnify the Agency on first request from any claims asserted by the temporary worker or third parties for a breach of the obligations of occupational health and safety incumbent on the Host.

**4. Rejection of a temporary worker by the Host**

- 4.1 If, in the opinion of the Host, a temporary worker proves not to be qualified for the position to be filled, the Host is entitled to reject the temporary worker until the end of the first working day. The Host must notify the Agency immediately and inform it of the reasons for the rejection.
- 4.2 In the case of rejection as outlined in clause 4.1 above, the Agency is entitled to provide another technically qualified temporary worker as a replacement in a timely manner.

**5. Remuneration / Billing / Payment conditions**

- 5.1 Unless otherwise agreed, the Host is entitled and obliged to employ the temporary employee provided with working hours of 40 hours per calendar week and 8 hours per calendar day. The Agency may request additional compensation and reimbursement of additional expenses in the event that the Host is in default with acceptance of the above-mentioned work or violates other cooperation obligations.
- 5.2 The Host shall pay the Agency the hourly rate specified in the respective employee leasing agreement, plus statutory sales tax, for each hour worked by the temporary worker. In the case of overtime, work at night, on Sundays or public holidays or shift work by the temporary worker, the hourly rate shall be increased by the supplements in accordance with the

provisions of the iGZ / DGB collective agreements. Transport, travel and accommodation costs shall be reimbursed by the Host upon presentation of a receipt.

- 5.3 In the event of cost increases after the conclusion of the contract (in particular an increase in pay in the collective labour agreement, introduction of new salary components, introduction or increase of a statutory minimum wages, wage adjustments based on the equal pay principle, etc.), the Agency is entitled to increase the agreed hourly rates accordingly. At the request of the Host, the Agency is obliged to provide evidence of the cost increases. However, the Host is entitled to withdraw from the contract with effect from the entry into force of the price adjustment if the price increase exceeds 10%. In the case of a withdrawal, the Host remains obliged to pay for the services already provided. The right of withdrawal shall expire if it is not exercised within one month of notification of the price increase.
- 5.4 The temporary worker shall record the hours worked at the Host in a timesheet and make this available to the Agency at the end of each month. Based on the timesheets, the Agency shall issue monthly invoices to the Host. All invoices are due for payment within 21 days of receipt.
- 5.5 The Host shall be obliged to pay the statutory default interest in the amount of 9 percentage points above the base interest rate, if he falls into arrears with a payment. With the 2<sup>nd</sup> reminder, there is a claim to payment of the lump sum in the amount of € 40,00 in accordance with § 288 (5) sentence 1 BGB. We reserve the right to claim further damages.
- 5.6 The Agency reserves the right to assign all claims from the temporary employment to a factoring company. Insofar as this is the case and the Host receives no other notification, payments with debt-discharging effect with respect to the Agency are only possible to the factoring company.
- 5.7 The temporary workers are not entitled to receive payments from the Host.
- 6. Liability**
- 6.1 The Agency is in principle only liable for the proper selection of temporary employees (selection errors).
- 6.2 For the remainder, the Agency is liable:
- for damages resulting from injury to life, limb or health, regardless of the degree of fault; this liability is unlimited in terms of the amount.
  - for intentional conduct; this liability is unlimited in terms of the amount.
  - for grossly negligent conduct of the executive bodies and senior executives; this liability is limited to foreseeable, typically occurring damage.
  - for breaches of duties, the fulfilment of which enables the proper execution of the contract in the first place and on whose compliance the Host can regularly rely ("cardinal obligations"); this liability is limited to foreseeable, typically occurring damage, but at most to the applicable sum insured under the liability insurance of the Agency at the time of the occurrence of the damage. This currently amounts to EUR 5,000,000.00 per insured event for personal injury, property damage and pecuniary loss, limited to EUR 10,000,000.00 per insurance year.
- 6.3 For the remainder (especially in the case of slight negligence), the liability of the Agency is excluded.
- 6.4 The Agency is not liable to the Host for the execution of the work by the temporary employee or for any damage caused by the temporary employee in the exercise of his duties, insofar as the Agency does not make a selection fault.
- 6.5 The Host is obliged to indemnify the Agency against all claims asserted by third parties as a result of the activity of a temporary worker provided to the Host if and insofar as the liability of the Agency is excluded in accordance with the above provisions.
- 6.6 The Host shall indemnify the Agency against all claims that arise against the Agency from a breach by the Host of the assurances

and obligations arising from these general terms and conditions, the statutory provisions of the AÜG or an individual leasing agreement concluded between the parties (e.g. inspection and notification obligations).

**7. Termination of the employee leasing agreement**

- 7.1 Unless stipulated otherwise in the employee leasing agreement, the respective individual contract may be properly terminated by either party subject to a notice period of 14 working days to the end of each calendar week.
- 7.2 The right to extraordinary termination remains unaffected. In particular, there is just cause if the Host rejects a temporary worker in accordance with clause 4.1 and the Agency does not exercise its right to appoint a replacement worker in accordance with clause 4.2. Furthermore, just cause exists for an extraordinary termination by the Agency
- if the Host does not fulfil its obligation to employ temporary workers,
  - if the Host defaults on a payment.
- 7.3 Any termination requires the written form to be valid.

**8. Hiring of temporary workers by the Host**

- 8.1 The Agency is entitled to a transfer fee if the Host or a company affiliated with the Host within the meaning of Section 15 of the German Stock Corporation Act (AktG) establishes a service or employment relationship with the temporary employee provided during the term of the lease. The conclusion of a preliminary contract aimed at the subsequent establishment of a service or employment relationship is equivalent to the establishment of a service or employment relationship.
- 8.2 The Agency is also entitled to the transfer fee if, within six months of the date of termination of the last provision of a temporary worker, a service or employment relationship is established, unless the Host proves that the service or employment relationship is not attributable to the previous provision of the worker by the Agency.
- 8.3 The amount of the transfer fee depends on the duration of the preceding transfer as follows:
- if an employee is hired by the end of the third month 25%
  - if an employee is hired after 3 months 20%
  - if an employee is hired after 6 months 15%
  - if an employee is hired after 9 months 10%
- in each case based on the annual gross income, which the temporary employee receives after being hired by the Host in the new employment relationship. For the purposes of this provision, gross annual income is the gross salary received by the employee as consideration for the work performed, including any benefits in kind, premiums and performance-related remuneration components. Voluntary special services as well as payments, whose purpose is aimed at the remuneration of the company loyalty, in particular bonuses, are not considered here.
- 8.4 After a leasing period of 12 months, there is no longer any claim to payment of a transfer fee.
- 8.5 The transfer fee is exclusive of value added tax due by law and is due for payment to the Agency upon conclusion of the brokered service or employment contract.
- 8.6 The Host is obliged to notify the Agency immediately in writing of the establishment of a service or employment relationship with a temporary employee and to provide the Agency in writing with information on all data essential for the calculation of the transfer fee, in particular the gross annual salary.
- 9. Special conditions for in the case of a direct placement**
- 9.1 Allgeier Experts Pro GmbH is entitled to payment of a commission if, within 12 months after the presentation of a candidate's profile, an employment relationship is established between the candidate and the Customer or a company affiliated with the Customer pursuant to Section 15 AktG,

without a preceding provision as a temporary employee (direct placement).

- 9.2 The commission shall amount to 30 % of the first gross annual income of the candidate, but at least EUR 15,000.00, plus VAT. The consulting fee includes separate partial services for the requirements analysis amounting to 20 %, recruiting, conducting initial interviews and coordinating follow-up interviews after assessing the professional suitability of the candidates amounting to further 30 % as well as the placement of suitable candidates amounting to 50 % of the total fee. The gross annual income is based on variable salary components with 100% target achievement, as well as bonuses, profit sharing, commissions and other allowances. If a company vehicle is provided, this shall be taken into account with a value of EUR 10,000.00.
- 9.3 The fee for the respective partial services arises after conclusion of the separate partial services and will be invoiced at the latest after conclusion of the employment contract in form of the total fee. If, in consultation with the client, partial services are invoiced before the contract of employment is concluded, the minimum fee, alternatively at least EUR 15,000.00, shall form the basis for calculating the respective partial services. If payments have already been made for partial services, these shall be deducted from the total fee.
- 9.4 Should a candidate be recruited or otherwise used for a position other than originally notified, Allgeier Experts Pro GmbH shall also be entitled to a fee in accordance with the aforementioned principles.
- 9.5 The same applies in the event that an employment relationship is established between a company affiliated with the Customer in accordance with Section 15 AktG and a candidate presented by Allgeier Experts Pro GmbH.

#### **10. Right of data use / Personal data / Data security**

- 10.1 The Agency is entitled to process personal data of the Host, insofar as this is necessary for the establishment, implementation or termination of the employee leasing agreement.
- 10.2 The Agency is entitled to process information and data about the Host and to pass it on to third parties in the context of assigning claims.
- 10.3. The temporary worker is contractually bound to maintain secrecy about all business secrets of the Host.
- 10.4. The Host undertakes to treat personal information regarding the temporary worker that becomes known to it within the framework of the assignment of the temporary worker as confidential and to ensure that this information is not disclosed to third parties.
- 10.5 The documents and personal data of the proposed candidates sent to the Host may only be used for the purpose of selecting candidates. After completion of the selection process, all personal data of the offered and non-commissioned candidates must be properly deleted or destroyed in accordance with Article 17 of the European General Data Protection Regulation (right to delete).

#### **11. Non-disclosure agreement**

The contracting parties undertake to maintain secrecy and not to disclose to third parties any business or trade secrets which become known during the cooperation even after termination of the contractual relationship. At the latest 6 months after termination, the information and documents provided must be destroyed by the Host and deleted from all data carriers

#### **12. Prohibition of offsetting and retention**

Offsetting by the Host is only permissible given legally established claims, undisputed claims or claims that are ready for a decision. This also applies to the assertion of rights of retention.

#### **13. Miscellaneous**

- 13.1 German law shall apply.

- 13.2 The place of performance for the services of the parties is the registered office of the Agency.
- 13.3 The exclusive place of jurisdiction for all disputes with merchants in accordance with Section 38 (1) of the German Code of Civil Procedure (ZPO), with legal entities under public law and with special funds under public law is Munich. The Agency is, however, entitled to sue the Host at its general place of jurisdiction.
- 13.4 The invalidity of individual provisions does not affect the validity of the remaining provisions. Ineffective provisions shall be replaced by provisions that come closest to the intended purpose.