

Terms and Conditions

The conclusion of this contract of temporary employment does not constitute any labour law-related relationships between the employee and the customer.

Within the scope of our managerial authority we shall have the right to transfer the execution of the order also to another employee with the same qualification.

The employee will be equipped with work clothing and occupational safety equipment that are customary in the profession.

The employee has the professional aptitude and is able to carry out the specific customer's order. Hence he/she may only perform work which is in compliance with his/her occupational profile and is only allowed to use or operate such devices, machines and tools that are necessary and permitted for the performance of this work. In the event that the order changes (e.g. by relocation of the employee, change in the work to be performed etc.), the customer shall undertake to immediately inform us so that any necessary safeguarding measures (e.g. additional personal protective equipment, occupational health check etc.) can be clarified and implemented. However, we must be allowed to access the employee's area of work at any time.

The customer shall procure and shall convince itself on an ongoing basis that any and all applicable accident prevention and occupational safety regulations that are in place at the employee's place of employment as well as the provisions of the German Working Hours Act (ArbZG) are complied with and that the risk assessment within the meaning of the German Occupational Safety and Health Act (ArbSchG) is carried out and documented. Upon request, the customer shall provide us with this information. First aid facilities and measures must be ensured.

Before the start of employment, **the customer** must inform the employee about all work place-specific hazards that may arise when performing his/her work and their preventive measures. Insofar as the employee - at the customer's premises - is exposed to work with hazardous substances, biological working materials (including genetic work with human pathological organisms) or physical agents or carries out hazardous work within the meaning of the Ordinance on Occupational Health Care (ArbmedVV), the customer will inform us about occupational health checks to be carried out prior to the start of the work. The respectively necessary occupational health check for the work to be carried out will be stipulated in the contract of temporary employment.

In the event of an occupational accident we must be informed immediately. An occupational accident governed by statutory reporting measures will be investigated jointly and will be reported immediately in writing to the administrative employer's liability insurance association by the customer. A copy of the accident report must be sent by the customer to the employer's liability insurance association that is responsible for its company.

In the first week, this contract of temporary employment may be terminated with a notice period of one working day; until expiry of the fifth month of assignment with a notice period of five working days to the end of the calendar week; and from the sixth month of assignment onwards with a notice period of 14 working days to the end of the calendar week. Saturdays, Sundays and holidays are not deemed to be working days.

If the customer **establishes** an employment relationship with a candidate suggested by us without a preceding employee assignment, it shall be agreed that this employment relationship has come into existence by placement or information that led to the placement via personnel service provider and shall result in a fee for the placement or the information that led to the placement that is customary in the industry.

Prior to the start of the assignment, **the customer** must provide us in writing with all information that is necessary to comply with the statutory and collective stipulations for the work and the remuneration of the employees to be assigned, such as the determination of the permitted maximum assignment period pursuant to § 1b AÜG and the application of the principle on equality pursuant to § 8 AÜG. In particular and prior to the start of the assignment, the customer must inform us in writing fully and truthfully about all collective agreements, works agreements and their content, the industry the customer belongs to as well as all prior employment relationships of the employee at the customer's company or at a company which is affiliated with the customer pursuant to § 18 German Stock Corporation Act (AktG). Regarding possible prior employment relationships, the customer must, in particular, inform us if the employee to be assigned resigned from an employment relationship with the customer or a company which is affiliated with the customer within the meaning of § 18 AktG within six months prior to the assignment and/or if the employee was already assigned to the customer as a temporary worker within three months prior to the start of the assignment. If a collective agreement or a works agreement that is based on a collective agreement applies to the customer and if this collective agreement or works agreement provides a deviating maximum assignment period with a deviating prior employment relationship check, the customer undertakes to inform us according to these deadlines. Deviating stipulations must be proven by the customer by way of presenting the collective agreements/works agreements.

We transmit names, first names and dates of birth of the employees to be assigned to the customer so that the customer can fulfil its duties to verify pursuant to the contract of temporary employment. If no assignment comes into existence, the customer will ensure that this data is deleted immediately. Otherwise a deletion of data must take place four months after the assignment has ended unless a longer retention period is justified by other statutory bases. If a collective agreement with deviating maximum assignment period and deviating prior employment check exists, the customer is allowed to store this data during this period and for 1 month after the

assignment has ended unless a longer retention period is justified by other statutory bases.

If a duty to equal treatment of the employee arises pursuant to § 8 paragraph 4 sentence 1 AÜG, the customer shall undertake to immediately provide in writing any information regarding remuneration of its employees in a comparable position. If § 8 paragraph 3 AÜG applies, the customer's duty shall comprise the essential employment provisions including remuneration. If and insofar as the customer does not provide any information or provides incomplete or incorrect information, we shall have the right to terminate the concluded contracts without notice and for exceptional reasons and the customer shall be liable towards us for all damages that we suffer from due to the information not being provided or provided in an incorrect way.

If the customer does not **provide** the information to be provided or provides it in an incomplete and/or inappropriate way prior to the start of the assignment and if the hourly cost rate agreed upon consequently leads to an incorrect assumption of the salary to be paid to the employee, we shall be entitled to redetermine and retrospectively adjust the hourly cost rate by applying the actual facts. In general, the adjustment shall be in a percentage proportion in which the hourly wage to be paid to the employee is in respect to the hourly wage it was initially based on. The same shall apply if - after the start of the assignment - there are statutory provisions or provisions of the collective agreements, specific collective industry agreements, minimum wage provisions or other provisions and agreements that are relevant to remuneration and/or other amendments that are relevant to remuneration such as an employee must be equally treated pursuant to law or on the customer's request within the meaning of § 8 AÜG with the customer's employees in a comparable position. If there are corresponding changes, the customer must indicate them immediately.

A liability for all damages caused by the employee within the scope of his/her work at the customer's shall be excluded to the extent that this is permitted by law and to the extent that the liability is not covered by the third-party liability insurance of EUR 5.5 m concluded for our company by us. For damages to persons and property, the insurance amount is a lump sum.

As for the rest, we shall in any case be liable for statutory and contractual liabilities only in the event of wilful or grossly negligent cause of the damage. In this case as well, our liability shall also be limited to the damage that was foreseeable by us. The customer shall indemnify us against all possible claims that third parties could raise in connection with the execution or the performance of the work assigned to the employee.

If the employee is assigned to a position of trust and if the employee has access to money and articles of value, any tort liability for the employee's behaviour shall also be excluded in particular.

Our hourly cost rates are net and subject to statutory value added tax.

Invoicing shall usually be monthly on the basis of the customer's signed performance records. Supplements for overtime, public holidays, shifts and other supplements that are customary in the industry shall be invoiced with the respective surcharge rate on the hourly cost rate. The invoice amounts shall be payable directly after receipt of invoice and without deductions unless a payment period is agreed upon in the contract of temporary employment. The employee shall not be entitled to receive payments.

In the event of a default in payment, we reserve the right to cease our services until payment has been made in full. In addition, we reserve the right to assert claims pursuant to § 288 German Civil Code (BGB).

Within the scope of the business relationship, personnel service provider will only store the data that is necessary for electronic data processing. In addition and within the scope of the applicable laws, data will be exchanged for the purpose of credit scoring and credit rating monitoring with credit agencies such as EULER HERMES, Bisnode Deutschland, Creditreform and Bürgel Wirtschaftsauskunftei. The customer hereby agrees to this.

We advertise and carry out market research and opinion polls pursuant to the German Federal Data Protection Act (BDSG). Pursuant to § 28 paragraph 4 BDSG, the customer shall at any time have a **right of objection** regarding the use of its personal data for these purposes.

The place of performance and jurisdiction shall be the respective location of our commissioned branch office.

DIS AG