

## General Terms and Conditions (GTC) – GVO Personal GmbH

### Section 1 Applicability

(1) The GVO Personal GmbH (lender) is the holder of an indefinite personnel leasing permit under Section 1(1) of the German Temporary Employment Act [Arbeitnehmerüberlassungsgesetz, AÜG], issued on 14 May 1996 by the German Federal Employment Agency, Baden-Württemberg Regional Office, based in Stuttgart, Germany.

(2) Personnel leasing is performed exclusively on the basis of these General Terms and Conditions (GTC) that also apply to all future personnel leasing agreements (PLA) with the lender, even if they are not expressly included. Contrary conditions or GTC of the borrower must be expressly recognized in writing by the lender. These GTC also apply if the lender unconditionally accepts a contractual offer of the borrower in knowledge of contrary terms and conditions of the borrower.

### Section 2 Personnel Leasing

(1) The lender shall temporarily provide temporary employees to the borrower for work services on the basis of the German Temporary Employment Act, the conditions of the PLA and these GTC. PLAs must be prepared in written form and must regulate the details of the deployment, such as the commencement and location and the name of the temporary employee.

(2) The temporary employees have been selected according to professional requirement profiles of the lender and may only be tasked accordingly. Changes to deployment times or locations or to the activities to be performed must be coordinated between the lender and the borrower.

(3) The borrower will announce any personnel requirements in time to allow the borrower to notify the temporary employees to be deployed at least 4 workdays prior to their scheduled deployment. If a request is made at a later date, the lender will strive to fulfill the personnel requirements to the best of his ability.

(4) The borrower must confirm the hours worked by the temporary employees through his signature on activity documentation templates when their deployment ends, though, at the latest, weekly. Subsequent objections to signed activity documentation are excluded.

(5) Orders may only be cancelled free of charge up to 21 days prior to deployment. For cancellations between 8 and 20 days prior to deployment, 50% of the hourly rate for the scheduled duration will be charged. For cancellations up to 7 days prior to deployment, 100% of the hourly rate for the scheduled duration will be charged.

### Section 3 Exchange

If the borrower notices that a temporary employee does not possess the required professional qualifications within up to 3 hours of the commencement of work, the borrower may demand that the temporary employee be replaced. The lender will try to provide a replacement on short notice which the borrower must accept if suitable. Up to 3 work hours and the arrival and departure costs of the temporary employee will not be charged to the borrower in such cases.

(1) The borrower may reject the temporary employee effective for the next workday in case of a reason that would justify ordinary termination by an employer due to personal and/or conduct reasons. The borrower may reject the temporary employee with immediate effect in case of a compelling reason that would justify extraordinary termination by an employer. On the borrower's demand, the lender must provide an equivalent employee.

(2) In case of a one-day deployment, the borrower has the right to end the temporary employee's deployment through an according oral declaration. If the rejection was justified because of a compelling reason due to the person or conduct of the temporary employee, the borrower may only invoice the actual deployment of this temporary employee. Otherwise, he will be entitled to full payment without deductions. The borrower may not demand the replacement of a temporary employee for the same one-day deployment.

(3) During deployment, the lender may dismiss the temporary employee with an appropriate notice period if the lender replaces the temporary employee with another equally suitable temporary employee at the same time.

### Section 4 Fees

(1) The hourly rate to be paid by the borrower to the lender and any travel costs to be repaid follow the framework PLA or the offer. The same applies to surcharges for additional, nighttime, Sunday and holiday work or work on Christmas Eve or New Year's Eve.

(2) Unless regulated otherwise by the framework PLA, the following surcharges will be charged for the hourly rates:

a) For additional work (as of the 41st hour of weekly deployment)	25%
For nighttime work (11 PM to 6 AM)	25%
For Sunday work	50%
b) For work on holidays, Christmas Eve and New Year's Eve (from 2 PM to 6 AM)	100%

In case of several surcharges, only the highest rate will be charged. This does not apply to nighttime work surcharges. On-call hours and travel times of temporary employees will be invoiced at the agreed hourly rate.

(3) Unless regulated otherwise by the framework PLA or the offer, daily minimum working times of 8 hours apply. The borrower must settle the agreed minimum working time, even if the temporary employee is hired for a shorter period. Any quarter of an hour that started will be invoiced at 25% of the agreed hourly rate.

(4) Invoicing will be performed after the deployment ends. If a deployment lasts longer than one week, the borrower may prepare invoices weekly. Invoices will become due 10 days after the invoice date. The borrower may not provide direct payments, especially remuneration for additional work or tips, to temporary employees.

(5) The borrower may only use counterclaims for offsetting or exercise rights of retention or reduction for claims of the lender if the borrower's claims are not contested or have been legally established.

#### **Section 5 Prior Employment at the Borrower's**

(1) The borrower must notify the lender without delay if a temporary worker is provided to the borrower under the PLA with whom an employment relationship existed with the borrower during the last six months before the deployment. This notification obligation also applies if, during the last months before the deployment, the temporary employee was in an employment relationship with a company that forms a group in the sense of Section 18 of the German Stock Corporation Act [Aktengesetz, AktG] with the borrower. If an employment relationship existed with the borrower or with an affiliate in the sense of Section 18 of the German Corporation Act of the borrower's during the last six months before the deployment, the borrower must state the primary working hours and remuneration conditions of a comparable employee to the lender without delay.

(2) On first request, the borrower must release the lender from such claims asserted by a provided temporary employee due to a violation of the "equal treatment" principle under Section 9(1) Number 2 of the German Temporary Employment Act if these claims are based on (i) violations of the above-stated notification obligations, (ii) false or missing information by the borrower regarding the primary working hours and remuneration conditions in the sense of Section 9 Number 2 of the German Temporary Employment Act.

#### **Section 6 Authority to Issue Directives, Instruction Obligations**

(1) The borrower may only task provided temporary employees with the work specified by the PLA. Changes to the deployment must be coordinated with the lender.

(2) The borrower may issue directives on how to perform the work to provided temporary employees and must monitor their work performance. The borrower must instruct provided temporary employees about the required work processes and use of technical devices.

#### **Section 7 Protection Obligations of the Borrower**

(1) During their deployment, temporary employees are subject to the employment law regulations at the borrower's company. The borrower is subject to any resulting employer regulations under Section 11(6) of the German Temporary Employment Act. The borrower must ensure that temporary employees can use the company's work safety facilities unhindered. In accordance with Section 12(2) of the German Act on Occupational Safety and Health [Arbeitsschutzgesetz, ArbSchG], the borrower must instruct temporary employees about any safety and health hazards and measures and facilities for averting such hazards before their deployment begins and in case of changes at their workplace.

(2) The borrower must inform the lender about any essential characteristics of the activities to be performed by the temporary employees and the necessary qualifications, protective gear and/or health examinations. Any personal safety gear or first aid measures that may be required must be provided by the borrower free of charge. Should employees refuse to continue their activities due to insufficient or non-existent safety facilities or equipment or gear, the borrower will be liable for the wage costs incurred by the lender.

(3) The borrower must report any work or commuting accidents suffered by a temporary employee to the lender in writing without delay and must, within three workdays, submit a written report that meets the requirements of Section 193 of Book VII of the German Social Code [Sozialgesetzbuch, SGB]. The borrower must report any such accidents and any information required for investigating these accidents to the lender.

(4) The borrower may only employ the temporary employees within the limits specified by the German Working Time Act [Arbeitszeitgesetz, ArbZG] and must ensure that the legally required break times are taken. If work hours beyond those specified by law require official permits for work on Sundays or holidays, these permits must be obtained by the borrower.

#### **Section 8 Obligations of the Borrower to Provide Information**

(1) The borrower must notify the lender about any agreements that include remuneration for temporary employees at the company to which temporary employees of the lender are to be deployed.

(2) The hourly rates of the lender are based on the collective wage agreement for temporary employment. If equal pay under Section 8 of the German Temporary Employment Act applies after 9 months of deployment to the same borrower, the hourly rate will be re-determined based on comparable wages at the borrower's company.

#### **Section 9 Acquisition of Temporary Employees / Brokerage Commission**

(1) If the borrower establishes a full employment relationship with a temporary employee during an existing temporary employment relationship, the lender may charge a brokerage fee of 200 times the agreed hourly rate. This fee will be reduced by 1/12th for each full month of temporary employment. After twelve months of temporary employment, the borrower will not be required to pay a brokerage fee. However, the borrower must pay the brokerage fee if he establishes a full employment relationship with a temporary employee within six months of the last deployment and if the establishment is due to the deployment. The borrower may produce counterevidence.

(2) The brokerage fee is plus VAT and due upon the conclusion of a full employment agreement between the temporary employee and the borrower.

(3) Remuneration regulations also apply if the principal forwards applicant profiles and/or personal documents provided by the broker to third parties and if this transfer of information is partly responsible for the conclusion of a service, work or works agreement between the third party and the freelancer. In such cases, the brokerage fee will be owed by the employer. Any claims of the broker against third parties will remain unaffected. Any payments by the third party will be credited to the remuneration obligations of the principal under Sentences 1 and 2.

#### **Section 10 Confidentiality**

The lender subjects any provided temporary employees to confidentiality requirements regarding the temporary employee's activities at the borrower's company, unless countered by legitimate interests of the lender.

#### **Section 11 Liability**

(1) The lender provides diligently reviewed temporary employees who have been selected according to the agreed characteristics. The borrower is responsible for confirming the suitability of the provided temporary employees for the tasks to be performed.

(2) The lender is only liable for the orderly selection and providing of temporary employees in case of intent or gross negligence. Liability of the lender is limited to the insured amount of his liability insurance policy which he must state to the borrower on request. This liability limitation applies accordingly to temporary employees.

In consideration of the fact that temporary employees are active at the sites and workplaces of the borrower under the borrower's directives, the lender shall especially not be liable for damages caused by the temporary employees to objects used for work performed by them. If objects or persons are damaged or injured by temporary employees of the lender during their activities for the borrower, the borrower must release the lender from any third-party claims.

(3) Furthermore, the lender shall not be liable if his temporary employees are tasked with financial matters, such as cash management, money storage and management, or with securities or other valuables.

(4) If temporary employees refuse to continue their activities due to insufficient or non-existent safety facilities or equipment or gear, the borrower will be liable for the wage costs incurred by the lender.

#### **Section 12 Final Provisions**

(1) The invalidity of individual or partial regulations of these GTC or of a PLA will not invalidate these GTC or the PLA as a whole. Invalid regulations or partial regulations shall be replaced by regulations that most closely approximate the parties' intent.

(2) Changes or additions to these GTC or to a PLA must be issued in written form. This also applies to any waiver of this written form requirement.

(3) The place of fulfillment is the place of the locally competent branch of the borrower. The place of jurisdiction for any disputes under a PLA is Osnabrück, Germany.