

General terms and conditions

1 General Information

1.1 These provisions apply to all future business relationships between TRICONNECT Consulting GmbH (lending company) hereinafter referred to as TRICONNECT and the **purchaser** (hiring company) – hereinafter referred to as **HC** under exclusion of conflicting other terms and conditions.

The contractual parties will undertake to treat as confidential and keep secret from third parties company and trade secrets that become known to them during the collaboration, particularly the content and conditions of this contract as well as business matters characterized as confidential. Companies of the respective corporate group are not classified as third parties in this sense.

The HC will undertake not to make personal data accessible generally or to third parties either orally or in writing. TRICONNECT and the HC shall observe the Federal Data Protection Act as amended.

1.2 Due to the individual contractual references of the collective bargaining agreements concluded by the Federal Association of Personnel Service Providers and the DGB trade unions. The principle of equality (Equal Treatment / Equal Pay) is deviated from § 8 para 4 AÜG (Employee Lending Law). The employer's general obligation to maintain documentation regarding the material terms of employment including compensation for comparable permanent employees in the first 9 or 15 months of work, see § 8 para. 4 p. 1, 2, § 12 para. 1 p. 4 of the AÜG (Employee Lending Law), is thereby omitted.

1.3 The HC is aware that, insofar as no industry surcharge collective bargaining agreements are relevant, the hired employee must necessarily be treated in the same way as a comparable permanent employee of the hirer at the latest after the ninth month of employment (§ 8 para. 4 p. 1, 2, § 12 para. 1 p. 4 AÜG). Against this background § 12 para. 1 p. 3 of the AÜG stipulates that it is obligatory to state in the temporary employment contract the remuneration of a permanent employee of the borrower who is comparable to the transferred employee (in addition to: clause 6.11)

1.4 The HC confirms with TRICONNECT that the employees engaged were not employees either within the company or in a legally associated company according to § 18 of the Stock Corporation Act (AktG) in the 6 months prior to commencement of their assignment. If it should be determined after conclusion of the agreement that there was in fact an employment relationship between the HC or a legally associated company according to § 18 AktG and an employee within the above mentioned 6-month period, the HC is obligated to inform TRICONNECT immediately thereof – at least in textual format. In these cases, the HC will provide in writing all relevant information regarding the material terms of employment including compensation for comparable permanent employees. The legal basis for the disclosure of this information is § 8 para. 3, 1 and § 12 para. 1 p. 4 of the AÜG (Employee Lending Law).

The reasonable adjustment of the respective hourly rate is made based on this written documentation.

1.5 Employees may only be engaged in the agreed activity and in the assignment named under item 1.

1.6 Prior to the commencement of work, the HC is to provide all necessary regulatory and/or other permits and approvals for the job site.

1.7 The transfer of employees to third parties is precluded.

1.8 In order to be effective, deviations therefrom require special written confirmation from TRICONNECT.

2 Duration of employee transfer

2.1 The duration of the employee transfer is at least one day (8 hours).

2.2 Insofar as no specific date for the end of the employee transfer is agreed upon in the transfer agreement, the contract shall be deemed concluded for an indefinite period.

2. In any case, the temporary assignment of employees shall be affected in accordance with § 1 para. 1 p. 4 in conjunction with para. 1b AÜG. The HC and TRICONNECT ensure that the assignment of a certain employee does not take place beyond the end of the temporary employment contract.

3 Billing method

3.1 Billing shall be completed based on activity reports which employees will provide to a representative of the HC for signature on a monthly basis or upon completion of the assignment.

3.2 The HC is obligated to confirm the hours of attendance by signature for employees provided by TRICONNECT. If timesheets

cannot be provided to a representative of the HC for signature at the job site, then the employees shall be entitled to make the verification instead.

3.3 Objections to hours certified by employees are to be made in writing to TRICONNECT within 8 days after submission of the billing with information regarding verifiable reasons therefor. After expiry of this period, HC expressly waives any objections regarding the accuracy of the hours billed.

3.4 Billing shall be submitted monthly based on the verified activity reports. The occupational work time model in which the employee is engaged will be exclusively authoritative for the regular working hours taking into account the set weekly or monthly working hours.

3.5 The agreed hourly rate will form the basis of the calculation. The price is to be understood categorically to have additional and statutory value-added tax. If fixed in the agreement, the agreed fees and fares will be added on for each working day.

3.6 The following surcharges are to be calculated on top of the hourly rates: Surcharges for overtime hours shall be calculated for hours that exceed 40 hours in a week. For an assignment of less than 5 working days in the week, a daily overtime calculation shall be made on the basis of the daily working time.

from hour 41 to hour 45	25%
from hour 46	50 %
a) Saturday bonus	25 %
b) Rotating shift	omitted
c) Night work (11:00 PM to 6:00 AM)	25%
d) Sunday bonus	100%
e) Holiday work	150 %

3.7 The invoices are due for payment immediately without deductions. In the case of delay in payment, the statutory provisions of §§ 286 to 288 of the German Civil Code(BGB) shall apply.

4 Price adjustment clause/reporting requirement

4.1 Change in the hourly rate

Compensation corresponds to the current respective statutory standard wage and ancillary wage costs at the time of conclusion of the agreement. Standard, statutory or other changes shall entitle TRICONNECT to demand the start of negotiations concerning a new price adjustment.

4.2 HC shall immediately inform TRICONNECT regarding changes in comparable compensation. The latter will also become subject matter of the agreement. This shall also apply for future, already fixed changes in comparable compensation at the time the agreement is concluded. Breach of the reporting obligation can trigger claims for damages.

4.3 If a pay adjustment for employees is necessary due to the legally obligatory application of the principle of equality ("Equal Pay"), the hourly rate billed by TRICONNECT to the HC shall be multiplied by the factor 2.2 (In other words, the hourly rate of the employee increases by 2.50 EUR gross amount, the hourly rate agreed between the parties increases by 5.50 € plus VAT if this is due) to that same extent. In this case TRICONNECT will inform the HC immediately regarding the extent of the cost increase from the legally obligatory application of the principle of equality and will upon request verify the extent of the cost increase by submitting relevant documentation.

5 Managerial authority of the HC

5.1 The HC is entitled to issue all instructions to employees that fall within the defined field of activity according to type and scale.

6 Obligations of the HC

6.1 The HC is obligated to instruct the employees in the activity, to guide them during their work and to supervise. The HC shall ensure that all legal, official and other regulations are observed at work.

6.2 Work in which employees come into direct contact with toxic industrial substances is to be coordinated with TRICONNECT in advance. An occupational health medical examination is to be conducted prior to commencing work in these cases in particular. TRICONNECT is to be granted access to the work area of its employees at all times.

6.3 The HC is obligated to inform TRICONNECT immediately regarding ongoing or impending industrial action at the assignment company.

6.4 The Principal will not pay out or hand over any money to employees or have them demand money or collect claims.

6.5 When employees are for example assigned to continuous shift operations, for example certain agreement-based time frames or industry-specific delineated sectors, the HC is obligated to inform TRICONNECT of the payment systems that apply to comparable employees in the HC's operations.

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6.6 Within the scope of its statutory duty of care, the purchaser will take appropriate precautionary measures that protect employees from discrimination based on race or due to ethnic heritage, sex, religion or ideology, a disability, age or sexual identity with respect to their work assignment.

6.7 The HC shall undertake to inform TRICONNECT immediately if and to the extent to which employees assigned by TRICONNECT submit a statement of adherence to the HC in accordance with § 9 of the AÜG (Employee Lending Law). In doing so, the HC shall at least observe the textual form and provide TRICONNECT with a copy of the corresponding statement of adherence.

6.8 In a timely manner prior to commencement of an employee assignment from TRICONNECT, the HC will undertake to verify whether the employee has been assigned as an employee of the HC – by another recruitment agency, where applicable – in the last three months prior to commencement of the assignment and immediately inform TRICONNECT – at least in textual form - if the HC ascertains that relevant previous assignment periods have been performed. Relevant previous assignment periods have repercussions for determining the maximum assignment period (§ 1 para. 1 p. 4, para. 1b of the AÜG (Employee Lending Law)) and the mandatory application of the principle of equality (Equal Pay according to § 8 para. 4 of the AÜG (Employee Lending Law)).

6.9 If the person of the transferred employee is still unknown at the time of the conclusion of the temporary employment contract or the beginning of the temporary employment contract, the respective employee of the HC and TRICONNECT is to be named in good time before the start of the employment period, in particular by stating his or her first name and surname and referring to the temporary employment contract (clarification in accordance with § 1 para. 1 p. 6 AÜG). This also applies to the exchange of employees. The HC undertakes to cooperate in the necessary for the concretization and to carry out the actions necessary for the concretization and to make the necessary declarations or to accept the declarations made by TRICONNECT before the commencement of the assignment. On a case-by-case basis, the HC is aware that TRICONNECT authorizes those employees assigned to the HC to submit and receive the required declarations to ensure the proper ascertainment of the employee prior to the assignment (§ 1 para. 1 p. 6 of the AÜG (Employee Lending Law)). HC will name contact persons on its part for TRICONNECT who are entitled to submit or receive for the HC the declarations required for this ascertainment or to conduct the activities necessary therefor. The parties agree that this ascertainment should be made exclusively according to the enclosed sample. Employees shall sufficiently identify themselves by submitting an TRICONNECT power of attorney or a corresponding copy thereof.

6.10 The HC undertakes to timely provide and submit all information to TRICONNECT required to determine the relevant maximum assignment period (§ 1 para. 1 p. 4, para. 1b of the AÜG (Employee Lending Law)) and the discontinuance thereof as well as the assignment period relevant for a mandatory equal pay claim (§ 8 para. 4 of the AÜG (Employee Lending Law)). The HC will submit to TRICONNECT the documents required therefore and submit the corresponding copies and will confirm the accuracy of the information in writing. This also applies for the information necessary and documents required to confirm the relevant comparable compensation for the assigned employees if and to the extent to which § 8 para. 4 of the AÜG (Employee Lending Law) is concerned (mandatory equal pay); in this respect, the HC undertakes to submit to TRICONNECT the representative statements of account for comparable employees in an anonymized form to confirm the relevant comparable compensation; TRICONNECT is authorized to make copies thereof.

7 Obligations of TRICONNECT

7.1 Upon request, TRICONNECT shall undertake to submit proof of qualification with respect to the employees named (e.g. journeyman's certificate, trade proficiency certificate, driver's license).

7.2 The employees provided to the HC shall be selected according to the requirements profile and the activity described by the HC.

7.3 Should it turn out in exceptional cases that an employee assigned to the intended work intended is not suitable, the HC may demand, within the first four hours following commencement of work, that the unsuitable employee be replaced with a suitable employee without being charged for this working time.

7.4 TRICONNECT's obligation of performance is limited to the employee named. If this employee is impeded from carrying out his work without TRICONNECT being responsible therefor (e.g. due to accident or illness), TRICONNECT will be free from its performance obligation for the duration of the impediment.

7.5 Should the HC be affected by a labor dispute, TRICONNECT is not obligated to assign employees with respect to § 11 para. 5 of the AÜG (Employee Lending Law); on the contrary, the assignment of

employees is generally excluded unless TRICONNECT demonstrates that the requirements of the exemption clause in § 11 para. 5 p. 2 of the AÜG (Employee Lending Law) are met. The same shall apply in the case of impossibility and in cases of force majeure.

7.6 TRICONNECT requires its employees to observe the work rules that apply at the HC as well as to maintain secrecy as they would with respect to an employer.

7.7 During the work assignment, the HC may expel employees from the assigned workplace and demand a suitable replacement if a reason exists that would entitle the employer to extraordinary termination pursuant to § 626 para. 1 of the German Civil Code (BGB).

8 Personnel placement/ also following a previous assignment

8.1 A placement fee of 25% of the taxable annual gross salary of the mediated candidate applies to direct recruitment. The respective remuneration is due upon conclusion of the employment contract between employee and employer.

8.2 A placement is deemed to be satisfied if an employment relationship materializes absent the previous assignment of an employee with applicant status. Any type of employment counts here (on a royalty basis, employment contract, mini-job, fixed or indefinite, etc.). TRICONNECT is entitled to a recruitment fee equivalent to 25% of the taxable gross annual salary plus the currently applicable value-added tax that the HC stipulates with the employees. A recruitment is always considered successful if the client/ purchaser does not establish permanent employment with the candidate but rather a related company of the client company, e.g. a holding company, subsidiary, affiliate or other group company, associated company or other related companies, e.g. companies with identical majority shareholders, provided the permanent employment with the related company cannot be traced back to reasons other than the recruitment by sample or a previous activity within the context of the employee assignment or within the scope of the interim management.

8.3 The fee is due for payment after the conclusion of the employment contract with a proposed applicant with invoicing. Other costs are to be paid immediately after invoicing without deduction. The fee is also due if a contract of employment is concluded with an applicant proposed by TRICONNECT up to twelve months after submission of the proposal list. All fee rates and prices are net plus the statutory value added tax.

8.4 Annual gross earnings according to clause 8.1 are the employee's annual gross earnings (including all special payments, e.g. royalties, commissions, Christmas bonuses, holiday pay, company car valuation (basis 5.000 EUR), etc.) that he/she earns from the purchaser after employment from said purchaser in the first year since the start of this employment. The remuneration that purchaser intends to pay at the beginning of the employment relationship in the first year of employment is controlling. If the customer wishes to hire out employees in advance, the transfer fee will be reduced by 1/12 per completed month. No fee will be charged after a total of 12 months.

8.5 If the employer or a company legally or economically affiliated with him takes over the employee from the transfer agreement, this shall be deemed to be mediation.

8.6 If TRICONNECT presents the purchaser with a candidate/ applicant as agreed for the purpose concluding an assignment agreement and the purchaser acquires this candidate/ applicant within six months of presentation of the applicant by TRICONNECT, TRICONNECT shall also be conceded a recruitment fee. A recruitment fee is also payable if the contractual relationship is established with the temporary worker within 6 months following conclusion of the temporary worker's assignment with the HC. In both cases, the recruitment fee is 16% of the taxable gross annual salary the HC stipulates with the employee plus the respective valid value-added tax. The claim becomes due with the conclusion of the agreement between the HC and the acquired employee, but at the latest when he or she actually takes up his or her duties within the operation of the HC unless the HC can demonstrate that a previous assignment or presentation of the candidate by TRICONNECT was not causative for the engagement.

9 Liability

9.1 As assigned employees are instructed and supervised by the HC, TRICONNECT is excluded from liability for employees' actions, conduct and work performance. Rather, TRICONNECT shall be exclusively liable for the selection of employees, namely with due diligence. This liability is limited to damages through the willful or grossly negligent breach of the selection obligation. The amount of

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TRICONNECT's liability is limited to five times the remuneration of assigned employees for 40 hours per week.

9.2 If third parties assert a claim on occasion of or in connection with the activity of an assigned employee, the HC is obligated to release TRICONNECT and its employees from these claims insofar as their liability is excluded according to the above provisions.

9.3 Prohibited poaching (§ 1 UWG, § 826 BGB) imposes an obligation of compensation.

9.4 If the employees become financially disadvantaged as a consequence of false, incomplete and/or missing information (e.g. information regarding comparable compensation) from the HC, TRICONNECT shall correct this following receipt of the correct, complete and/or previously missing information and compensate any additional claims from employees and/or other rightful third part claimants, particularly social insurance agencies and financial authorities. On this occasion, TRICONNECT has the right to pay compensation for all claims concerning employees and/or other rightful third part claimants independently of applicable time limits insofar as the claims concerned are not yet legally time-barred. The HC shall compensate TRICONNECT for the payments made to employees or other rightful third part claimants for these claims in the amount of the gross payment (including social security contributions and any taxes to be paid).

9.5 Furthermore, the HC undertakes to release TRICONNECT from the commitments and demands that arise from the missing, erroneous and/or incomplete information from the HC with respect to the correct determination of the maximum assignment period and the discontinuation thereof or the duration of the assignment pursuant to § 8 para. 4 of the AÜG (Employee Lending Law) and the discontinuation thereof as well as the correct determination of mandatory equal pay (clause 6.11) in relation to third parties, particularly to employees. Any damages that TRICONNECT incurs due to a culpable breach of the HC's duty in this context (clause 6.11) shall be compensated by the HC.

10 Termination

10.1 The agreement may be terminated within the first 5 days worked with 2 business days' notice and with seven calendar days' notice after this period.

10.2 The right to termination of the Agreement without notice for good cause shall remain unaffected.

10.3 Notice must be given in writing.

11 Contractual clause - offset

11.1 Oral ancillary agreements require written confirmation from TRICONNECT to be valid. This also applies for the revocation of the written form requirement.

11.2 Should individual clauses of this agreement be invalid, the remainder of the agreement shall otherwise remain valid. The Parties shall undertake to replace the invalid clause with a valid one that economically and legally comes closest the invalid clause.

11.3 The HC may only assert a claim to compensation or a right of lien with respect to claims by TRICONNECT if the claims are undisputed or legally determined.

11.4 The place of jurisdiction for all legal disputes arising from this contractual relationship is: Cologne

We expressly note that all claims are assigned to Valuta Factoring GmbH. Consequently, all payments are to be made with discharging effect only to the account of Valuta Factoring GmbH, IBAN DE28 4765 0130 0046 1386 57 BIC: WELADE3LXXX.

Signature | Date TRICONNECT

Signature | Date Kunde