

1 General Information

- 1.1 These terms and conditions shall apply to all business relations, including future business relations, between TRICONNECT Consulting GmbH (lender) - hereinafter referred to as TRICONNECT and the CLIENT (hirer) - hereinafter referred to as HC (hiring company) under the exclusion of other conflicting terms and conditions. The contracting parties shall treat all business and trade secrets, in particular the contents and conditions of the contract, as well as business matters marked as confidential, that become known to them during the cooperation, as confidential and keep them secret from third parties. Third parties in this sense are not considered to be companies of the respective corporate group. The HC shall not make personal data accessible either generally or to a third party, neither in written form nor orally. TRICONNECT and the client shall observe the Bundesdatenschutzgesetz (Federal Data Protection Law) in its current version.
- 1.2 Due to the individual contractual reference by the Bundesverband der Personaldienstleister e.V. (Federal association of the Personnel Service Providers) and the DGB trade unions, there is a deviation from the principle of equal treatment (Equal Treatment/Equal Pay) according to § 8 para. 4 AÜG (Temporary Employment Act). Therefore, the general documentation obligation of the employer regarding the essential working conditions, including the remuneration of the comparable regular employees, is no longer applicable during the first 9 or 15 months of the assignment, compare § 8 para. 4 p. 1, 2, § 12 para. 1 p. 4 AÜG.
- 1.3 The HC is aware that if no sectoral collective agreements on surcharges apply, the temporary employee must be equated with a comparable regular employee of the hirer with regard to remuneration after the 9th month of employment at the latest, compare § 8 para. 1, 4 AÜG. Against this background, there is an obligation under § 12 para. 1 sentence 3 AÜG to state the remuneration of a regular employee of the hirer comparable to the temporary employee in the temporary employment contract (cf. Section 6.11).
- 1.4 The HC shall confirm to TRICONNECT that the temporary employee(s) employed was (were) neither employed within his company nor in a company legally associated with the HC according to § 18 of the AktG (German Stock Corporation Act) in the past 6 months before the start of the assignment. Should be established that an employment relationship has actually existed between the HC or a company legally associated with the HC according to § 18 AktG and a temporary employee within the above mentioned 6 month period, the HC shall inform TRICONNECT immediately at least in text form. In these cases, the HC shall provide all relevant information regarding the essential working conditions including the remuneration of comparable regular employees in written form. The legal basis for the disclosure of this data is § 8 para. 3, 1 and § 12 para. 1 sentence 4 AÜG.
- 1.5 The employees must only be used for the agreed activity and in the company mentioned under point 1.
- 1.6 Any official and other permits and approvals that may be required for this purpose must be obtained by the HC prior to commencement of work.
- 1.7 A transfer of the employees to third parties is excluded.
- 1.8 Deviations require specific written confirmation from TRICONNECT to be effective.

2 Duration of temporary employment

- 2.1 The minimum duration of the temporary employment is one day (8 hours).
- 2.2 If no concrete termination date for the temporary employment is agreed in the temporary employment contract, the contract shall be concluded for an indefinite period.
- 2.3 In any case, the temporary employment is carried out temporarily according to § 1 para. 1 p. 4 in conjunction with para. 1b AÜG. The HC and TRICONNECT shall ensure that the assignment of a specific employee does not extend beyond the end of the temporary employment contract.

3 Billing mode

- 3.1 Accounting is based on activity reports, which the temporary employees submit to an authorized representative of the HC for signing monthly or at the end of the assignment, as well as on a digital time recording system.
- 3.2 The HC shall confirm the hours of attendance - including waiting and standby times - by signature or in a digital time recording system set up by TRICONNECT or by the HC. If an authorized representative of the client is unable to sign the time sheets at the place of work, the employees are entitled to confirm them instead.
- 3.3 Objections regarding hours certified by temporary employees must be made in written form to TRICONNECT within 8 days after invoicing, stating verifiable reasons. After expiry of this period the HC expressly waives any objections regarding the correctness of the invoiced hours.
- 3.4 Invoicing is done monthly based on the confirmed activity reports. The regular weekly working time is determined exclusively by the company working time model in which the employee is employed, taking into consideration the fixed weekly or monthly working time.
- 3.5 The basis for the calculation is the agreed hourly rate. The price is generally to be understood plus the surcharges and the statutory value added tax. If fixed in the contract, the agreed allowance as well as the fare are added per each working day.
- 3.6 The following surcharges shall be calculated on the hourly rates: Surcharges for overtime are generally calculated for hours that exceed 40 hours per week. Similarly, surcharges for overtime of part-time employees are calculated proportionately.

from the 41 st hour to the 45 th hour	25%
from the 46 th hour	50%

a) Saturday surcharge	25%
b) Rotating shift	not applicable
c) Night work (11 pm – 6 am)	25%
d) Sunday surcharge	100%
e) Holiday surcharge	150%

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- 3.7 The HC shall ensure that the temporary employee achieves the contractually agreed weekly working hours. In the case that the temporary employee does not reach the contractually agreed weekly working time for a reason for which the HC is responsible, TRICONNECT has the right to invoice the HC based on the contractually agreed weekly working time.
- 3.8 Invoices shall be due for remuneration without deduction within 8 days. In the case of default of remuneration, the statutory provisions of §§ 286 to 288 of the Bürgerliches Gesetzbuch (German Civil Code) shall apply.

4 Price escalation clause/Information obligation

4.1 Change of the hourly billing rate

The remuneration shall correspond to the status of the respective statutory and collectively agreed wage and ancillary wage costs at the time of conclusion of the contract. Tariff, legal or other changes entitle TRICONNECT to demand the commencement of negotiations about a new price adjustment.

- 4.2 The HC shall inform TRICONNECT without delay of any changes in the comparison remuneration. The latter shall also become objects of the contract. This shall also apply to future changes in the comparison remuneration that are already fixed at the time of the conclusion of the contract. Violation of the obligation to notify may cause claims for damages by TRICONNECT.

- 4.3 If an adjustment of the employee's remuneration is necessary, due to the legally binding application of the principle of equal treatment ("Equal Pay"), the hourly rate invoiced by TRICONNECT to the HC will change by the same amount multiplied by the factor 2.2 (i.e. if the employee's hourly wage increases by EUR 2.50 gross, the hourly rate agreed between the parties increases by EUR 5.50 plus VAT, if applicable). In this case TRICONNECT shall immediately inform the HC of the extent of the increase in its costs due to the legally binding application of the principle of equal treatment and, on request, provide evidence of the extent of the increase in costs by submitting suitable documents.

5 Right of instruction of the HC

- 5.1 The HC is entitled to issue all instructions to the employee that fall within the defined field of activity in terms of type and scope.

6 Obligations of the HC

- 6.1 The HC shall instruct the employees in the activity, guide and supervise them during the work. The Principal shall ensure that all legal, official and other regulations are observed during the work.
- 6.2 Work involving direct contact with hazardous substances must be agreed with TRICONNECT in advance. Before starting work, especially in such cases, an occupational health examination must be carried out. TRICONNECT must be allowed access to the area of activity of its employees at any time in short-term consultation with the HC.
- 6.3 The HC shall inform TRICONNECT immediately of any industrial action that is taking place or is about to take place in the company where the work is carried out.
- 6.4 The HC shall not pay out or hand over any money to employees or demand money from them or have claims collected.
- 6.5 If the employees are deployed, for example, in continuous shift operations or at other time periods

determined by collective agreements or in sectors defined by the industry, the HC shall inform TRICONNECT of the remuneration systems applicable to comparable employees in the company of the HC.

- 6.6 Within the framework of his statutory duty of care, the HC shall take suitable preventive measures to protect the employee against discrimination on the grounds of race or ethnic origin, gender, religion or ideology, disability, age or sexual identity.
- 6.7 The HC shall immediately inform TRICONNECT if and to the extent that an employee provided by TRICONNECT to the HC has issued a declaration of detention to the HC pursuant to § 9 AÜG. The HC shall at least comply with the text form and shall provide TRICONNECT a copy of the corresponding detention order.
- 6.8 The HC shall check timely before the start of the assignment whether the employee provided by TRICONNECT has been employed by the HC in the last three months prior to the start of the assignment - possibly also by another personnel service provider - and shall inform TRICONNECT immediately - at least in text form - if the latter ascertains that previous assignments have been carried out in that way.
- 6.9 If the identity of the temporary employee is not known at the time of the conclusion of the temporary employment contract or the beginning of the assignment, the HC and TRICONNECT shall name the respective employee timely before the beginning of the assignment, in particular by stating the first name and surname and with reference to the temporary employment contract (concretisation obligation according to § 1 para. 1 p. 6 AÜG). This also applies to the exchange of employees. The HC shall cooperate in the necessary concretisation and, prior to the commencement of the transfer, undertake the actions required for the concretisation and make the necessary declarations or accept the declarations made by TRICONNECT. The HC is aware that in individual cases TRICONNECT authorises the employees assigned to the client to make and receive the necessary declarations to ensure the proper concretisation of the employee prior to his assignment (§ 1 para. 1 sentence 6 AÜG). The HC shall name contact persons to TRICONNECT who are entitled to make or receive the necessary declarations in connection with the concretisation or to take the necessary actions for the HC.
- 6.10 The HC shall timely provide TRICONNECT all details and information necessary to determine the relevant maximum transfer period (§ 1 para. 1 sentence 4, para. 1b AÜG) and its interruption as well as the period of assignment relevant for a mandatory equal pay claim (§ 8 para. 4 AÜG). The HC shall provide TRICONNECT the necessary documents and hand over corresponding photocopies and confirm the correctness of the information in written form. This shall also apply to the information and documents required to determine the comparison remuneration applicable to the temporary employee, if and insofar as § 8 para. 4 AÜG is relevant (mandatory Equal Pay). To this extent, the HC shall submit to TRICONNECT the representative statements of comparable employees in anonymous form for the determination of the relevant comparison remuneration. TRICONNECT shall be entitled to make copies of such statements.

7 Obligations of TRICONNECT

- 7.1 Upon request TRICONNECT shall provide proof of qualification of the named employee (e.g. journeyman's certificate, skilled worker's certificate, driver's license).
- 7.2 The employees provided to the client shall be selected according to the requirement profile and the activity described by the client.
- 7.3 If in exceptional cases it should turn out that a temporary employee is not suitable for the intended work, the client can demand within the first four hours after the start of work without charging for this working time that the unsuitable employee be replaced by a suitable one.
- 7.4 TRICONNECT's performance obligation is limited to the named employee. If this employee is prevented from carrying out the work without TRICONNECT being responsible for this (e.g. due to illness or accident), TRICONNECT shall be released from its performance obligation for the duration of the obstacle.
- 7.5 Should the client be affected by an industrial dispute, TRICONNECT is not obliged to hire out employees, compare §11 paragraph 5 AÜG. Rather, the hiring out of employees is generally excluded, unless TRICONNECT states that the requirements of the exemption clause in §11 para. 5 sentence 2 AÜG are fulfilled. The same applies in case of impossibility and in cases of force majeure.
- 7.6 TRICONNECT shall oblige its employees to comply with the work regulations applicable at the client and to maintain the same confidentiality as towards an employer.
- 7.7 The HC may expel the employee from the assigned workplace during the work assignment and demand suitable replacement if there is a reason that would entitle the employer to extraordinary termination in accordance with § 626 para. 1 BGB.

8 Personnel Placement (also following a previous assignment)

- 8.1 For direct personnel placement, a placement fee of 26% of the taxable annual gross salary of the placed candidate applies. The respective fee is due upon conclusion of the employment contract between employee and employer.
- 8.2 A placement is given if an employment relationship is established without the prior transfer of the employee who has the status of an applicant. This includes any kind of employment (fee basis, employment contract, mini-job, temporary or permanent, etc.). TRICONNECT is entitled to payment of a placement fee corresponding to 26% of the taxable annual gross salary plus the applicable value added tax, which the HC agrees with the employee, but at least 8,000 euros net placement commission, irrespective of the agreed gross annual salary of the placed candidate.
If TRICONNECT and the HC agree that in the case of premature termination of the employment relationship within a period of 6 months (e.g. termination of the employment relationship during the trial period) the HC can demand that the candidate be replaced free of charge (i.e. placement of a candidate without a new placement fee becoming due) within a period of 4 weeks, TRICONNECT is entitled to payment of a placement fee corresponding to 30% of the taxable annual gross salary plus the applicable value added tax, which the HC agrees with the employee.

- 8.3 A placement is always considered successful if not the client establishes a permanent position with the candidate, but also a company legally related to the client company, e.g. a holding company, a subsidiary, sister or other group company, a holding company or other related companies, e.g. companies with identical majority shareholders, provided that the permanent position with the related company is not due to causes other than the placement by TRICONNECT, or a previous activity within the scope of temporary employment or interim management.
- 8.4 The placement fee is due for payment upon conclusion of the employment contract with a proposed candidate and invoicing. Other costs are to be paid immediately after invoicing without deduction. The placement fee is also due if an employment contract is concluded with an applicant proposed by TRICONNECT up to 12 months after the submission of the proposal list. All fee rates and prices are net plus the statutory value added tax.
- 8.5 Annual gross income within the meaning of section 8.1 is the annual gross income including all special payments, e.g. bonuses, provisions, Christmas bonus, vacation bonus, company car (valuation basis 5.000,- Euro etc.) of the employee that he/she earns after employment by the client in the first year since the beginning of this employment. Decisive is the remuneration which the client intends to pay at the beginning of the employment relationship in the first year of employment.
- 8.6 If the client or a company legally or economically associated with it takes over the employee from the temporary employment contract, this shall be deemed to be a placement within the meaning of section 8.2. In the case of a previous temporary employment, the placement fee shall be reduced by 1/12 for each completed month of temporary employment. No placement fee will be charged after a total of 12 months.
- 8.7 If TRICONNECT introduces a candidate to the client for the purpose of concluding a temporary employment contract and the client employs the candidate within six months of TRICONNECT's introduction, TRICONNECT shall also be entitled to a placement fee. A placement fee shall also be paid if the contractual relationship with the temporary employee is established within 6 months after the end of the assignment of the temporary employee to the client. In both cases, the placement fee amounts to 16% of the taxable gross annual salary agreed between the AG and the employee, plus the applicable VAT. The claim is due upon conclusion of the contract between the client and the employee taken over, at the latest, however, upon the actual commencement of his activities in the company of the client, unless the client can prove that a previous transfer or presentation of the candidate by TRICONNECT was not the cause of the employment.

9 Liability

- 9.1 Since the employees are instructed and supervised by the HC, the liability of TRICONNECT GmbH for the actions, conduct and performance of the employees is excluded. Rather, TRICONNECT shall be liable exclusively for the selection of the employees, namely with its own customary care. Liability shall be limited to damages caused by intentional or grossly negligent violation of the selection obligation. The maximum liability of TRICONNECT shall be limited to five times the remuneration of the employees provided for 40 hours per week.
- 9.2 If third parties assert a claim on the grounds of or in connection with the activity of a temporary employee, the HC shall be obliged to indemnify TRICONNECT and the employee from the claims to the extent that their liability is excluded under the above provisions.
- 9.3 Prohibited poaching (§ 1 UWG, § 826 BGB) obliges to pay damages.
- 9.4 If as a result of incorrect, incomplete and/or missing information (e.g. information on the comparison remuneration) provided by the client, the employee is economically disadvantaged, TRICONNECT shall correct this after receiving the correct, complete and/or previously missing information and settle any subsequent claims of the employee and/or other third parties entitled to claim, in particular social insurance carriers and tax authorities. TRICONNECT shall have the right, irrespective of any applicable limitation periods, to make compensation for all claims concerning the employee and/or other third parties entitled to claim, provided that the claims in question have not yet become statute-barred. The client shall reimburse TRICONNECT for the payments made to the employee or other third parties entitled to claim on these claims in the amount of the gross remuneration (including social security contributions and any taxes payable on it).
- 9.5 The client also undertakes to indemnify TRICONNECT from all obligations and claims arising from the omitted, incorrect and/or incomplete information provided by the client with regard to the correct determination of the maximum transfer period and its interruption or the duration of use in accordance with § 8 para. 4 AÜG and its interruption as well as the proper determination of a mandatory equal pay (clause 6.11) in relation to third parties, in particular employees. Any damages incurred by TRICONNECT as a result of a culpable breach of duty by the client in this context (subclause 6.11) shall be compensated by the client.

10 Termination

- 10.1 The contract can be terminated within the first 5 working days with a notice period of 2 working days and after this period with a notice period of 7 calendar days to the weekend.
- 10.2 The right to terminate the contract without notice for good cause remains unaffected.
- 10.3 Notice of termination must be given in written form.

11 Contract clauses

- 11.1 Oral collateral agreements require written confirmation by TRICONNECT to be effective. This shall also apply to the cancellation of the requirement of written form.
- 11.2 Should individual regulations of this contract be invalid, the rest of the contract shall nevertheless remain valid. The parties shall replace the invalid regulations by a valid regulation that comes as close as possible to the invalid regulations in economic and legal terms.
- 11.3 The client can only assert a set-off or a right of retention against claims of TRICONNECT if the claims are indisputable or legally established.
- 11.4 Place of jurisdiction for all legal disputes arising from this contractual relationship is: Cologne, Germany

Data status: 07|2021

Signature | Date
TRICONNECT

Signature | Date
client