

TERMS & CONDITIONS OF WU PERSONAL GMBH FOR TEMPORARY STAFF LEASING

General

wu personal GmbH holds a permit for the commercial supply of temporary staff awarded by the Federal Employment Agency in Nuremberg.

1. Subject of the contract / performance

1.1. wu personal GmbH (hereinafter referred to as the "Lending Company") will supply the Client with staff at the agreed place of deployment on the basis of temporary employment contracts subject to the following Terms & Conditions. Conflicting terms and conditions of the Client (hiring company) will only be recognised insofar as they are consistent with these Terms & Condition or have been explicitly confirmed in writing by the Lending Company.

1.2. Each commission is based on a written contract between the Client and wu personal GmbH ("Lending Company") in accordance with Section 12 of the German Temporary Employment Act (AÜG).

1.3. The Lending Company's employees do not have a contractual relationship with the Client.

2. Occupational health and safety

2.1. The Lending Company herewith declares that the contract of employment with the temporary employee is governed by the collective agreement GVP (Gesamtverband der Personaldienstleister e.V., former IGZ/DGB - General Association Personnel Service Providers), which regulates the essential terms and conditions of employment, including remuneration and any applicable industry-specific supplements.

2.2. The Client will assume the duties of care of an employer towards employees for the duration of the work assignment. It must ensure that the applicable accident prevention and occupational health and safety regulations as well as the legally permissible working time limits are complied with at the employee's place of employment and that first aid facilities and measures are guaranteed. The Client must ensure compliance with these regulations without prejudice to the Lending Company's obligations.

2.3. Working hours and break regulations are based on the Client's requirements. The Lending Company will ensure that employees undertake to work at night, on public holidays and on Sundays as required and in accordance with the provisions of the collective agreement.

2.4. The Client will be liable for any loss of wages resulting from defective or non-existent safety facilities, equipment or protective clothing if employees justifiably refuse to take up or continue the work for such reason, insofar as the Client is responsible for providing them.

2.5. Employees must be instructed in the specific hazards of the place of work by a competent member of the the Client's staff prior to the commencement of work.

2.6. The Client undertakes to notify the Lending Company without delay of any occupational accident suffered by a leased employee. The Client will also report the occupational accident to the Employer's Liability Insurance Association.

3. Authority to issue instructions, obligation of confidentiality and data protection

3.1. While working for the Client, leased employees will be subject to the Client's instructions and will work under the Client's supervision and guidance. No contractual relationship is established between the Client and the employee.

3.2. The Parties undertake to maintain secrecy about all business and trade secrets that become known during the cooperation, as well as all procedures that become known, even after termination of the contractual relationship.

3.3. The Lending Company will oblige its employees to maintain secrecy with regard to the Client's business and trade secrets as well as to comply with data secrecy pursuant to Section 53 of the Federal Data Protection Act (BDSG), the confidentiality of telecommunications pursuant to Section 3 of the Telemedia Data Protection Act, the confidentiality of social matters pursuant to Section 35 of the German Social Security Code (SGB I) as well as banking secrecy.

The Lending Company will also inform its employees that these obligations will continue to apply even after termination of the contract of employment.

4. Withdrawal by the Lending Company from a placed commission

4.1. The Lending Company will be entitled to withdraw from a commission placed without compensation, in whole or in part, or to postpone it in the event of extraordinary circumstances. This includes all circumstances that make the temporary or permanent supply of staff more difficult or impossible.

4.2. In the event of a legal industrial dispute in the Client's company, no employees may be supplied, unless deployment is to take place as part of an emergency service agreed for the Client's company and the employees consent to their deployment.

5. Rejection of an employee by the Client, replacement of the employee

5.1. If the Client deems that a temporary employee is not qualified for the position to be filled and is rejected, the Client will notify the Lending Company of this no later than at the end of the 1st working day. Sound reasons are necessary for this.

5.2. In the event of rejection as defined in section 5.1, the Lending Company will be entitled to supply another professionally qualified employee as a replacement within 3 days.

6. Prices and terms of payment

6.1. The hourly rates agreed in each case are regulated in the individual contract and depend on the activity to be performed and the qualifications of the employee.

6.2. Unless otherwise agreed with the Lending Company, prices apply without supplements for overtime, work on public holidays, night work, shift work etc. The agreed prices may be increased as a result of collectively agreed wage increases and their circumstances by the amount of the cost increases that have actually occurred.

6.3. The Lending Company will invoice the hours worked by employees on a monthly basis at the end of the month against proof of performance. This proof of performance serves as the basis for billing.

6.4. The Lending Company will be entitled to declare all claims against the Client due and payable if the Client is more than 14 days in arrears with one or more payments.

6.5. The Client is not entitled to set off against other claims or to exercise a right of retention unless these are undisputed or have been legally established.

6.6. The Lending Company's employees are not authorised to collect payments.

6.7. Unless otherwise agreed, all claims are payable immediately upon receipt of the invoice. The date of receipt of payment will be decisive.

7. Liability

7.1. The Lending Company is only liable for the proper selection of the temporary employees for the contractually agreed activity. It will not be liable for the performance of work by employees or for damage caused by them in the course of their work. In particular, liability is excluded for any loss or damage that might occur due to the sudden absence of employees from the Client's premises, e.g. due to a stoppage or restriction of production. The Client will indemnify the Lending Company against all claims asserted by third parties in connection with the execution and performance of the activities assigned to temporary employees.

7.2. The Lending Company will only be liable for any other loss or damage in the event of its own fault for wilful intent and gross negligence. Liability for slight/normal negligence is excluded. This applies both to liability for fault on the part of employees during the selection process and to all other cases, in particular default, impossibility, positive breach of contract, fault during the conclusion of the contract etc.

7.3. The Client must demonstrate and prove that the Lending Company is responsible for a breach of obligation if the Lending Company breaches an obligation arising from the employee leasing contract.

8. Previous employment of a temporary worker

The Client will inform the Lending Company immediately if an employee of the Client was employed by the Client or by an affiliate of the Client's group of companies within the meaning of Section 18 of the German Stock Corporation Act (AktG) in the last 6 months prior to deployment in accordance with Section 3 (1) (3) sentence 4 of the German Temporary Employment Act (AÜG). In this case, the Client undertakes to pay the resulting additional obligations with regard to the affected employee of the Lending Company.

9. Placement, non-competition, non-solicitation

9.1. A temporary worker can be taken on without charge after 9 months. It is possible to agree an earlier transfer with the Lending Company, subject to a charge. This option is available after 3 months at the earliest.

9.2. The placement fee will be calculated on the basis of the following principles. The Lending Company will be entitled to charge a placement fee if the Client concludes a contract of employment with a temporary employee during the existing temporary employment relationship or immediately thereafter. A fee of 20 % of the annual gross salary plus statutory VAT will be charged for an immediate placement. 10 % of the annual gross salary of the placed employee plus statutory VAT will be charged after 6 months of temporary employment. Placement incurs no fee after 12 months of temporary employment. The placement fee will be agreed individually for periods of temporary employment that differ from the above.

9.3. The Lending Company undertakes not to approach the Client's customers and not to compete with them during the term of this agreement with regard to projects in which the Lending Company's employees are deployed by the Client. Should the Client's customers approach the Lending Company with regard to the implementation of projects for which the Lending Company is working for the Client under individual contracts, the Lending Company will notify the Client of this and a joint solution will be worked out regarding the course of action.

9.4. The Client undertakes not to poach any of the Lending Company's employees during the performance of the commission and for a subsequent period of 9 months, irrespective of whether this is done at the instigation of an employee or the Client. This will apply unless an individual agreement is made with the Lending Company in accordance with 9.1, 9.2.

10. Data usage rights

The Lending Company is entitled to collect, store, process, use and pass on information and data about the Client to third parties in connection with the assignment of claims for payment.

11. Termination

11.1. Either Party may terminate the agreement by giving 10 working days' notice to the end of a week unless otherwise specified in individual agreements.

11.2. The agreement may be terminated by either Party without notice if the Lending Company does not make use of its right to replace an employee in the cases set out in section 5.

11.3. The right to extraordinary termination remains unaffected. The Lending Company may in particular terminate the agreement without notice if the Client is in default of payment.

11.4. Any notice of termination must be made in writing in order to be valid.

12. Miscellaneous

12.1. Subsidiary agreements and amendments to the agreement must be made in writing in order to be effective.

12.2. German law will apply.

12.3. The place of jurisdiction for all disputes is Munich.

12.4. If any provision, or portion of a provision, of these Terms & Conditions is invalid in whole or in part, this will not affect the validity of the remaining provisions.