

# TERMS & CONDITIONS FOR EMPLOYEE TRANSFER

## GENERAL INFORMATION

1. The following terms and conditions apply to every order. In accordance with § 12 of the Employee Transfer Law (AÜG), a written contract must be concluded between the Client and Jobactive GmbH - hereinafter referred to as „Contractor“ - for each assignment. Changes to the contract as well as additional agreements must be made in writing. Offers will be binding if they are accepted within 4 weeks of the offer date.

General terms and conditions of the Client are only valid, even if the Contractor does not expressly dispute these general terms and conditions, if the Contractor has agreed to them in writing.

2. The employee sent by the Contractor must observe the agreed working hours in the customer's company. He shall carry out the work assigned to him in compliance with all applicable regulations, in particular all provisions on safety and hygiene. In accordance with § 11 Para. 6 AÜG, the customer is responsible for the obligations resulting from the industrial safety law.

The technical safety checks at the place of work are carried out regularly by our safety officer(s). They allow the named persons access to the workplaces.

3. In the event of exceptional circumstances, the Contractor may either postpone the provision of temporary personnel or withdraw from the contract in whole or in part. This includes any circumstance that makes the provision permanently or temporarily difficult or impossible. However, this shall not apply in the event of a grossly negligent breach of contract by the Contractor, in the event of an intentional or grossly negligent breach of contract by a legal representative or by one of the Contractor's vicarious agents or in the event of impossibility of performance for which the Contractor is responsible.

However, as far as the Contractor is entitled to postpone the provision of temporary staff or to withdraw from the contract in whole or in part, claims for damages by the customer, for whatever legal reason, are excluded. If the Client is responsible for the impossibility of performance, the statutory provisions shall apply.

In the event of delays in the context of industrial disputes, in particular strikes and lock-outs, as well as in the event of other unforeseen obstacles which are beyond the control of the Contractor, the Contractor shall be released from the service for the duration of the obstacle, insofar as such obstacles demonstrably prevent the use of temporary personnel.

4. The Contractor and the leased employee are obliged to keep all business matters of the customer confidential.

5. The seconded employee has been examined by the Contractor for their professional suitability and has been assigned to a certain remuneration group. He is only placed at the disposal of the customer for the execution of the commissioned activity and may therefore only use or operate those devices, machines, tools etc. which are necessary for the execution of this activity.

During the assignment, our employees are subject to the work instructions of the Client and work under their supervision and guidance, whereby contractual relationships between our employees and the Client are not established.

6. If important organisational or legal reasons make it necessary, the Contractor may delegate the further execution of an assignment to another employee of equal professional standing, whereby the Contractor shall take into account the specific conditions of the customer's business and the customer's wishes. This is always done in consultation with the Client.

7. Without express written approval, the seconded employee may not be entrusted with the transport, handling or collection of money and other means of payment.

8. The activity of the employee at the customer's premises is subject to the public law regulations of the labour protection law applicable to the customer's business; the resulting obligations for the employer are incumbent on the customer without prejudice to the obligations of the Contractor. The customer shall ensure that all accident prevention and occupational safety regulations applicable at the place of employment of the employee as well as the provisions of the Working Hours Act (ArbZG) are complied with and that first aid facilities and measures are guaranteed. The Client must inform the employee about the workplace-specific dangers arising from the activities to be performed and about the measures to avoid them before the start of the employment. If the employee is exposed to chemical, physical or biological effects during their work in the customer's company or performs hazardous activities in the sense of DGUV V 6, the customer must carry out an occupational medical check-up at their own expense before beginning this work. In the event of an accident at work, the Client shall notify the Contractor immediately.

9. If the Client's company is on strike, the Contractor will not provide personnel. The Client shall remain obliged to pay the agreed remuneration, unless the operation of the Contractor's premises is affected by the strike.

## PRICES, PAYMENT AND INTEREST ON ARREARS

10. Unless otherwise expressly agreed, the prices shall apply without surcharges for overtime, night work, shift work, work on Sundays and public holidays, plus the statutory value added tax. We reserve the right to raise prices appropriately.

The increase comes into force two weeks after receipt of the announcement of a price increase. An announcement of a price increase entitles the customer to cancel the order on the date of the price increase with a notice period of one week from receipt of the announcement.

11. Invoicing shall take place on a monthly basis. Invoices are to be paid net cash when due. The Client is obliged to sign the activity certificates submitted to him by the employee in a timely manner.

If payment is not made on time, the Client shall be in default even without a reminder and shall owe interest on arrears at a rate of 4% above the respective interest rate of the European Central Bank (base interest rate), but at least 6%.

12. The remuneration of the seconded employee is exclusively carried out by the Contractor. The employee is not entitled to accept advances or any payments from customers.

## SUPPLEMENTS, TRAVEL EXPENSES, ALLOWANCES

13. The Client assumes the obligation to employ the employee only within the legally permissible working time limits. If a longer work period is needed, it is only permissible with the approval of the state industrial safety authorities, and the Client must obtain such approval.

The basis for the calculation of the following surcharges is the regular weekly working time agreed in the temporary employment contract or applicable in the company of the Client, including part-time work. Accordingly, the overtime surcharge shall be paid from the first hour of overtime after the contractually agreed weekly working time has been exceeded.

The following surcharges apply for overtime, shift work, night work, Sunday and holiday work:

a)	Overtime Monday – Saturday	25%
b)	Hours worked on Sundays	50%
c)	Hours worked on public holidays	150%
d)	Hours worked from 22.00 to 06.00 hours (night work)	25%
g)	Shift allowances and deviating allowances (a-d) require a separate agreement.	

In the case of contracts that begin and/or end during a week, overtime shall be paid on a daily basis.

## WARRANTY AND LIABILITY

14. In view of the fact that the posted worker carries out their work under the direction and supervision of the contracting authority, the Contractor shall not be liable for the performance of such work or for any damage caused by the worker in the course of or as a result of their work.

The contracting authority shall indemnify the supplier against all claims raised by third parties in connection with the execution and performance of the work assigned to the posted worker.

The liability of the Contractor for the careful selection of the leased employees remains unaffected by the above provision.

15. In the event of the deployment of foreign employees, the Contractor assures that the necessary work permit documents are available. However, the Customer undertakes to comply with any restrictions of the work permit with regard to the industry or place of work. In the event of violations of the aforementioned restrictions, the Customer shall indemnify the Contractor against claims of the employment authorities.

## TERMINATION

16. If the customer does not consider the services of an employee sent by the Contractor to be sufficient and he informs the Contractor of this within the first four hours after commencement of service, the Contractor will provide him with a replacement as far as possible. These four hours will not be charged to the customer.

In addition, the Client has the right to terminate the agreement within the first five working days. The employee will then work for two days after receipt of termination notice. In this case, the hours worked shall be paid for. After this period, the Client may terminate the agreement and must pay for five days for an agreement term of up to six months, pay ten working days' for an agreement term of up to twelve months and pay one month's work for an agreement term of more than twelve months.

## TRANSFER OF POSTED WORKERS

17. The customer is entitled to offer an independent employment contract to an employee provided by the Contractor, i.e. to take over the employee. If the employee is taken over, a placement fee is due from the customer to the Contractor for the transfer. This fee is calculated on the basis of the future gross year-end remuneration (including special payments) of the taken over temporary worker with the following scale

a)	Immediate acquisition	30%
b)	Acquisition after 1st month	29%
c)	Acquisition after 2 months	28%
d)	Acquisition after 3 months	27%
e)	Acquisition after 4 months	26%
f)	Acquisition after 5 months	25%
g)	Acquisition after 6 months	23%
h)	Acquisition after 7 months	21%
i)	Acquisition after 8 months	19%
j)	Acquisition after 9 months	17%
k)	Acquisition after 10 months	15%
l)	Acquisition after 11 months	13%
m)	Acquisition after 12 months	11%
n)	Acquisition after 13 months	9%
o)	Acquisition after 14 months	7%

p)	Acquisition after 15 months	5%
q)	Acquisition after 16 months	3%
r)	Acquisition after 17 months	1%
s)	Acquisition after 18 months	0%

The customer is obliged to send the Contractor a copy of the section of the contract concluded with the employee, in which the salary components are listed and confirmed by the corresponding signatures.

## EMPLOYMENT OF FORMERLY LEASED EMPLOYEES

18. Jobactive GmbH is entitled to claim commission from the customer if the customer has given a permanent position to employees who have been provided by Jobactive GmbH and who have been deregistered by the customer and have not been under contract with Jobactive GmbH for less than 12 months. The amount of the provision demand depends on the duration of the hiring period (see 17.)

## ANTI-CORRUPTION

19. The parties undertake to comply with the relevant German, European and other regulations with regard to corruption and to make every effort to ensure that their employees and other persons or subcontractors who provide services in connection with the performance also do so.

Corruption within the meaning of this agreement includes in particular the demanding, promising, granting, offering, and accepting of money or monetary benefits in the public and private sector in order to effect certain actions, toleration or omissions or to obtain unjustified benefits. The parties will document all business transactions in proper and complete accounting.

If one partner culpably violates the obligations arising from this agreement, the other partner is entitled, without prejudice to other claims, to terminate the contractual relationship for good cause with immediate effect.

## PLACE OF JURISDICTION

20. The place of jurisdiction - also in proceedings involving bills of exchange, cheques and documents - is Leverkusen.

Jobactive GmbH is in possession of an unlimited permit from the Federal Employment Office (Bundesanstalt für Arbeit) issued by the State Employment Office of North Rhine-Westphalia, Düsseldorf, in accordance with Art. 1 § 2 Para. 5 of the German Act on the Transfer of Employees (AÜG).