

## 1.0. Subject matter/Application

- 1.1 These General Terms and Conditions apply to the area of commercial leasing of employees. They are part of all contracts regarding leasing employees of persOrange GmbH (subsequently referred to as persOrange) and are legally binding. Alternative General Terms and Conditions or purchasing regulations of the hirer apply only if the contract parties have agreed on this in writing. Subsequent agreements are valid only if they were made in writing.
- 1.2 persOrange has unlimited authorization for commercial leasing of employees. Based on the profile of requirements created by the hirer, persOrange provides carefully selected and suitably qualified employees after the order is placed. The order may be placed orally, in writing, or electronically. persOrange will then use profiles to introduce the hirer to candidates. These profiles are to be regarded as a proposal. Proposals made by persOrange are nonbinding, unless they contain a period of commitment. A proposal is regarded as accepted as soon as the hirer contacts the candidate personally, or in the event of an unmistakable approach through a third party under acceptance of these General Terms and Conditions without contradiction. The conclusion of a contract on the leasing of employees does not constitute a contract relationship between the leased employee and the hirer. In this case, persOrange is the employer and commits to fulfilling all duties of an employer; this means in particular to abide by all laws and regulations with regards to labor, social insurance, and income tax, and to make the corresponding payments in an appropriate and timely manner.
- 1.3 Upon conclusion of a leasing contract for employees, the leased personnel are subject to the authority of the hirer. The hirer commits to providing the leased employees with the statutory instructions on health and safety and regulations for accident prevention before they take up their work. This is documented accordingly. Subject to prior consent, the hirer will grant persOrange permission to access the place of work of the persOrange personnel to check that the measures for health and safety are being applied. In the event of an accident involving persOrange personnel, persOrange must be informed immediately to create the statutory notice of accident in accordance with Section 193 of the German Social Code "SGB" VII. The hirer is responsible for any required permission of overtime or work on Sundays that must be issued by the authorities. Additionally, the hirer will inform persOrange about the extraordinary reasons for the overtime or work on Sundays immediately.
- 1.4 persOrange and its employees commit to handling all emerging business matters of the hirer with confidentiality. persOrange ensures that all employees sign a declaration of commitment and commit to non-disclosure with regards to all confidential affairs of the hirer, in particular business secrets and operational secrets, strategies, customer relations, relationships to business partners, and so on, and to neither use nor access this information themselves nor use it or make it accessible for third parties. persOrange commits to confidentiality in accordance with Section 5 of the German Law on Data Protection "Bundesdatenschutzgesetz (BDSG)". persOrange declares that all employees have signed a declaration of commitment in accordance with Section 5 BDSG. This can be submitted to the hirer, if required. If a leased employee creates an invention or makes a technical improvement proposal in the context of their work for the hirer, the hirer is regarded as the employer in the sense of the legislation on employee inventions.
- 1.5 Under exceptional circumstances that make the provision of labor continuously or temporarily difficult, or render it impossible (for example, in the event of a strike, a war, or natural catastrophes), persOrange may delay the provision of labor or withdraw from the contract completely. For this case, the parties waive their mutual main duties. The payment of damages is excluded in these cases. If there is a strike in a customer's business, the leased employees are not obliged to execute the order.
- 1.6 The notice periods of the employee leasing contract during a current lease are as follows:
  - in the first week, one working day to the end of the subsequent working day
  - from the second week to the end of the fourth week, three working days to the end of the fourth working day
  - from the start of the fifth week to the end of the first year, seven days to the end of the eighth day
  - from the start of the second year, 14 days to the end of the 15th day

The right to extraordinary notice remains unaffected.

## 2.0. Liability / Compensation / Withholding / Reduction

- 2.1 persOrange employees are not assistants or vicarious agents. Taking into account that persOrange employees are acting under the authority, supervision, and performance monitoring of the hirer when in the hirer's working areas and premises, persOrange cannot be liable for any damage caused by persOrange employees to objects that they work on or with, nor for any other damage caused by accident or willfully, or for bad performance of any kind by persOrange employees. If objects or persons are damaged by persOrange employees during their work for the hirer, the hirer exempts persOrange from any claims asserted by third parties. In addition, persOrange can guarantee only for the selection that the persOrange employees are suitable for the designated task and are able to perform in accordance with the specified requirements. There is no further liability. persOrange is not liable for a loss of labor of a leased employee, for example, due to illness.
- 2.2 Complaints about the suitability of a persOrange employee are to be submitted to persOrange on the day they occurred, at the latest within three working days of the occurrence of the situation that gave rise to the complaint. The hirer cannot assert any claims for delayed complaints. In the event of a timely and justified complaint, persOrange guarantees the hirer an exchange of the employee with a different suitable employee. Any further claims, in particular claims for damages, against persOrange are excluded, unless gross negligence by persOrange during the selection procedure can be proven. persOrange cannot be held liable if persOrange employees are trusted with financial matters, such as accounting, storage and administration of money, shares, and other valuables.
- 2.3 The hirer is entitled to compensation, withholding, or reduction of receivables only if the claims are confirmed in writing or acknowledged as legally binding. Leased employees of persOrange are not entitled to collections. This applies, in particular, to deductions or advance payments.
- 3.0 **Remuneration / Accounting / Due date**
- 3.1 All hourly settlement rates and prices are without the statutory value-added tax that applies respectively. Invoices are to be paid without deduction after accounting.
- 3.2 The agreed hourly settlement rates include all labor expenses and nonwage labor costs. The services are invoiced weekly, semimonthly, or monthly. Unless otherwise agreed, semimonthly settlement applies. The time sheets that are signed by the hirer or an authorized person are the basis for the invoice. The weekly working time of the customer company applies. If time sheets are delayed or not transferred within three working days, persOrange is authorized to perform settlement in accordance with the specifications of the leased employee.
- 3.3 The employment relationship between persOrange and the employee is subject to the collective agreement concluded between the German national employer's association of service providers "BAP" and the German pay scale community of the Federation of German Trade Unions "DGB Tarifgemeinschaft". If pay scales are increased after the conclusion of the respective employee leasing contract, or if additional industry payments apply, the agreed hourly settlement rate increases by the same percentage rate as the wage increase of the employee. persOrange is entitled to invoice agreed pay scale changes subsequently within three months after the order ends. Corresponding pay scale changes must be proven by persOrange.
- 3.4 The following surcharges apply for overtime, work on public holidays, and work in shifts:

Overtime	25 percent, work on Sundays and public holidays	50 percent, as of 2 PM on Christmas Eve and New Year's Eve	100 percent, work at night as of 11 PM (or customer business)
----------	---	--	---

25 percent.

If several of the listed surcharges come together, only the highest of these is invoiced respectively. Overtime is invoiced on the basis of the weekly working hours agreed in the employee leasing contract and refers to all working times that exceed the agreed number of weekly hours. All working times between Monday 0 AM and midnight on Sunday are considered part of one working week.
- 4.0 **Employee placement / Placing leased employees in a contract relationship with the hirer**
- 4.1 Beyond the commercial leasing of employees, the contract relationship between persOrange and the hirer is directed at placing the employee who is being leased by or offered for lease to the hirer in a permanent employment relationship with the hirer. The hirer expressly acknowledges that the existing contract relationship with persOrange aims at such a placement.
- 4.2 If the hirer or a company connected with the hirer in accordance with Section 15 German Corporation Law "AktG" concludes an employment contract during the leasing period or within six months after the end of the leasing period with an employee who was previously leased to the hirer, the employee is considered as placed by persOrange unless the hirer proves that persOrange has ceased to be the cause for the justification of the employment relationship with the employee leased by the hirer or offered for lease to the hirer. Sentence 1 applies if (i) the hirer or a company connected with the hirer in accordance with Section 15 AktG employs the employee before an initial lease from persOrange, or leases the employee from a third party in accordance with the German Law on Labor Leasing "AÜG", (ii) persOrange has already made a proposal toward the hirer for the lease of the employee, and (iii) the hirer has not informed persOrange in writing immediately after having received the proposal according to (ii) that the hirer or a company connected with the hirer in accordance with Section 15 AktG already has knowledge of this employee as a candidate or employee to be leased of a third party.
- 4.3 For a placement in accordance with point 4.2, the hirer pays persOrange an agency fee of 180 times the last agreed hourly settlement rate for the hired employee plus VAT. If the employee is placed before the initial lease, the agency fee is calculated based on the proposed hourly settlement rate. The agency fee is reduced by 1/12 for every month of uninterrupted lease to the hirer immediately before the placement.
- 4.4 The hirer commits to informing persOrange immediately and without request about the conclusion of an employment contract between the employee and the hirer or a company connected with the hirer in accordance with Section 15 AktG.
- 4.5 The requested agency fee is in no way to restrict the statutory freedom of movement for employees. The agency fee has the sole purpose of covering the recruiting costs of persOrange for the applicants and employees provided by persOrange. If the hirer proves that the cost for recruiting an employee comparable to the placed employee is lower than the agency fee according to point 4.3., this fee is reduced by ½; however, it will be at least equal to the amount that corresponds to the cost for the recruitment of a comparable employee. The burden of proof in this case lies with the hirer.
- 4.6 The agency fee is due for payment upon conclusion of the employment contract between the hirer or the company connected with the hirer according to Section 15 AktG and the employee previously leased out or proposed for lease by persOrange; at the earliest however, when persOrange has been informed about the conclusion of this employment contract.
- 5.0 **Final clause**
- 5.1 If these General Terms and Conditions should not include a regulation, the regulations of the German Law on Labor Leasing ("Arbeitnehmerüberlassungsgesetz", AÜG) and the German Civil Code ("Bürgerliches Gesetzbuch", BGB) apply. Side agreements must be in written form. Oral agreements, including an oral agreement on waiving the written form, are invalid. If provisions of this agreement should be or become partly or completely invalid, this does not affect the validity of any other provisions of this agreement.
- 5.2 Place of fulfillment and jurisdiction is the domicile of persOrange.