

Terms & Conditions of persOrange direct GmbH for the supply of temporary workers

1.0 Subject / contract execution

- 1.1 These Conditions apply to the field of commercial supply of temporary workers. They are part of all temporary employment contracts of persOrange direct GmbH (hereinafter called persOrange) and is binding. Different terms or purchase conditions of the borrower shall only apply if here on written agreements have been made between the parties. Subsequent agreements are only valid if agreed in writing.
- 1.2 persOrange has an indefinite license for supply temporary workers from the German Labor Authorities. persOrange provides the basis of criteria established by the borrower after placing carefully selected appropriately qualified workers to. The award of the contract may be made verbally, in writing or electronically. persOrange then draws the borrower candidates based on profiles before. These profiles are considered as a offer. Offers of persOrange are binding unless it no binding period is included. An offer shall be deemed accepted as soon as the borrower receives personal contact with the candidate, or by unmistakable contact with a third party without objection in accepting these terms and conditions. By concluding a temporary employment contract no contractual relationship between temp worker and the borrowers will be created. In this case persOrange is employer and undertakes to comply with all employer obligations, in particular, all labor to comply with social security and income tax provisions and to make the corresponding payments properly and on time.
- 1.3 Upon conclusion of a temporary employment contract (AÜV) the temporary workers shall be subject to the right of instruction of the borrower. The borrower agrees to make available to the temporary worker the statutory employment protection policy and safety regulations before starting work. This will be documented appropriately. The borrower allows persOrange by prior arrangement the access to of activity of persOrange staff, to make sure of compliance with the labor safety measures. In an accident of persOrange employees persOrange must be notified immediately so that the legally required accident announcement according to § 193 SGB VII can be made. For any necessary regulatory approval of additional and / or Sunday work, the borrower will provide treatment. In addition, the borrower of persOrange staff will immediately announce the exceptional reasons for the additional and / or Sunday work known immediately.
- 1.4 persOrange and its employees are committed to secrecy regarding all business matters that become known by the borrower. persOrange shall ensure that all employees make a commitment and undertake all confidential matters of the borrower, in particular on business and trade secrets, strategy, customer relations, relationships with business partners, etc. to maintain confidentiality and that information either for themselves or for others using or disclosing. persOrange committed to secrecy according to § 5 Federal Data Protection Act (Act). persOrange explained that every employee has submitted an undertaking in accordance with § 5 BDSG. These can be made available on request to the borrower. Makes a temporary worker in the course of his activity in borrowers an invention or technical improvement proposal, so the borrower is considered as an employer under the Law on Employees' Inventions.
- 1.5 In exceptional circumstances that complicate deployment of personnel permanently or temporarily, or make impossible (z. B. in case of strike, war or natural disasters) persOrange can postpone the provision of personnel or completely withdraw from the contract. In this case, the parties renounce the reciprocal main duties. Compensation is excluded in these cases. If a customer's premises on strike, there is no obligation for temporary workers to execute the work.
- 1.6 The notice periods of temporary employment contract during a current use are:
 - during the first week one business day to the closing of the following business day
 - from the second week to the end of the fourth week three working days to the end of the fourth business day
 - from the beginning of the fifth week until the end of the year, seven days at the end of the eighth day
 - from the beginning of the second year 14 days on the end of the fifteenth day.The right to extraordinary termination remains unaffected.

- 2 **Liability / Compensation / restraint / reduction** Employees of persOrange are not vicarious agents. Considering the fact that the employees of persOrange in operating rooms and workplaces of the borrower acting under his instructions, supervision and performance monitoring, persOrange is not liable for damage caused by persOrange staff to objects on or with whom they work, nor for other negligent or intentional damage feed or for improper performance of any kind by persOrange staff. Unless things or persons caused by persOrange employees during their work for the borrower, the borrower furnishes persOrange of a claims for damages by third parties. Incidentally persOrange vouch only for the selection that persOrange employees are suitable for the intended application and to provide their services in accordance with the set requirements. A further liability not exists. persOrange is not liable for any failure in the performance of the temporary employee due to illness e.g.
- 2.2 Complaints about the suitability of persOrange employee are on the day of its finding, at the latest within three working days after the emergence of the complaint substantiated fact asserted to persOrange. Late complaints give the borrower no claims. In case of timely and justified complaint persOrange offer to the borrower a replacement for the employee by another suitable employee. Further claims, especially claims for damages, against persOrange are excluded, unless gross negligence selection negligence is proven. persOrange can not accept any liability if persOrange employees are entrusted with money, such as cash management, custody and management of money, securities and other valuables.

- 2.3 The borrower is only entitled to offset, retention or reduction of claims, if the claims are confirmed in writing or legally recognized. Temporary workers of persOrange are not entitled to collect. This is especially true for discounts or advances.

3 Compensation / invoicing / maturity

- 3.1 All hourly rates and prices are subject to the applicable German VAT. Invoices are due after billing without deduction.
- 3.2 The agreed hourly rates include all wage and non-wage costs. The settlement of the achievements made either weekly, semimonthly, or monthly. If not agreed otherwise, a semi-monthly billing applies. The basis for the invoicing are official time sheets signed by the borrower. Hereby the weekly working hours of the customer's are premises. In cases of late or undelivered time sheets within 3 business days persOrange may make out the bill, according to the time sheet of the persOrange temporary worker.
- 3.3 On the employment relationship between the employee and persOrange the tariff contract between BAP (Federal Employers' Association of Personnel Service) and the DGB Tariff community shall apply. If after conclusion of the temporary employment contract tariff increases or find industry surcharges apply, the agreed hourly rate increased by the same percentage as the increase in salary of the employee. persOrange is entitled to retroactively agreed tariff changes within three months Brushing invoiced. Corresponding tariff changes must be verified by persOrange.
- 3.4 For overtime, holiday and shift work are settled the following surcharges:
Overtime 25 percent, Sunday and holiday work 50 percent, from 14.00 on Christmas Eve and New Year's 100 percent, Rework from 23:00 (or customer's premises) 25 percent.
If several of these supplements together is only the highest billed. Overtime is calculated based on the stipulations of the temporary employment contract hours per week and apply to all working hours in excess of the agreed hours per week. As workweek all working hours from Monday to apply 00:00 h and Sunday 24:00 h.

4 Workers switching / acquisition of temporary workers in a contractual relationship with the borrower

- 4.1 The existing contractual relationship between the borrower and persOrange is addressed via the commercial supply of temporary workers beyond it, to give the borrower the employees assigned to him or offered to transfer him to the permanent setting. The borrower expressly acknowledges that this is addressed with persOrange existing contractual relationship to such mediation.
- 4.2 If the borrower or an affiliated pursuant to § 15 AktG with a previously surrendered by persOrange to the borrower employee during the hire or within six months after the termination of this provision includes an employment contract, the employee unless deemed mediated by persOrange, the borrower can prove that persOrange for a working relationship with the licensed him or offered to transfer him an employee has not become the cause. Sentence 1 applies accordingly, if (i) the borrower or an affiliated pursuant to § 15 AktG sets the employee before a first release by persOrange or borrows from a third party in accordance with the AÜG, (ii) persOrange against the borrower previously a did offer to transfer ownership of this employee and (iii) the borrower is not immediately after receipt of the offer in accordance with (ii) persOrange indicated in writing that he or already otherwise entleihender connected in accordance with § 15 AktG company with which these employees as an applicant or employee of a third is known.
- 4.3 For an exchange in accordance with clause 4.2 is replaced by the borrower persOrange a finder's fee in the amount of 200 times the last agreed for the staff taken hourly rate plus VAT. If the acquisition prior to the first release, the calculation of the exchange fee is due to the offered hourly rate. The finder's fee is reduced for each month of the immediately preceding uninterrupted transfer to the borrower by 1/12.
- 4.4 The borrower undertakes to immediately and proactively inform persOrange of the conclusion of an employment contract between the employee and the borrower or its related companies in accordance with § 15 AktG.
- 4.5 The finder's fee demanded to limit the legal workers freedom in any case. The finder's fee has exclusively formulated to cover the resulting recruitment costs for applicants and employees provided by persOrange available. If the borrower can prove that the expenditure for the production of a comparable with the employees taken over employee is less than that finder's fee in accordance with clause 4.3, this is reduced by ½; however, it is at least the amount that corresponds to the cost for the production of a comparable employee. The burden of proof is incumbent in this case the borrower.
- 4.6 The finder's fee is payable upon signing the employment contract between the borrower or its related pursuant to § 15 AktG and formerly of persOrange surrendered or offered to transfer employees to pay, but at the earliest knowledge of persOrange of the conclusion of this work contract.

5 Final Provision

- 5.1 If in these Terms and Conditions (T & C) no provision be made, the provisions of the Employment Act (AÜG) and the Civil Code (BGB) will be applied. Additional agreements must be agreed in writing. Verbal agreements, and the oral agreement on the cancellation of the written form, are ineffective. Should one or more provisions of this contract should be wholly or partly ineffective, the validity of the remaining provisions shall not be affected.
- 5.2 Fulfillment and jurisdiction is the seat of persOrange.