

General Terms

1. Validity

These conditions shall also be applicable to all future business relationships between Grafton Deutschland GmbH (hereinafter: Grafton) and the client, excluding other conflicting Terms.

2. Employee Leasing and personnel recruitment

Grafton (lender) leases the client (borrower) employees (hereinafter: temporary workers) within the scope of the German Law on Temporary Employment (AÜG). Transfer to third parties shall be prohibited. Reference is made to § 1 sec. 1 Pg. 3 AÜG. Grafton simultaneously acts as a recruiter.

3. Principle of equality and maximum leasing duration

- a. For each designated temporary worker in particular, the client shall verify whether the same was hired at their company or a company group associated with them in the past 6 months before the beginning of the lease as set forth in § 8 sec. 3 AÜG (revolving door clause). If the pre-requisites for § 8 sec. 3 AÜG are met, the client is obliged to immediately inform Grafton. In these cases, the client shall be provided with all the relevant information in writing regarding the basic work conditions, including the work remuneration of comparable, full-time employees. § 12 sec. 1 sentence 4 AÜG along with § 8 AÜG are applicable. The respective hourly rate shall be reasonably adjusted based on this written documentation.
- b. The client shall immediately verify for each designated temporary worker to determine whether the temporary worker has previously been leased to them from another lender within the time period set forth in § 8 sec. 4 sentence 4 AÜG (3 months and one day). In the event of such a case, the client shall immediately inform Grafton thereof. If there is an obligation to equality arising from the then-determined leasing period as per § 8 sec. 4 AÜG, the client is obliged to immediately inform Grafton. In these cases, the client shall be provided with all the relevant information in writing regarding the basic work conditions, including the work remuneration of comparable, full-time employees. § 12 sec. 1 Clause 4 AÜG along with § 8 AÜG are applicable. The respective hourly rate shall be reasonably adjusted based on this written documentation.
- c. To ensure compliance with the maximum leasing duration as set forth in § 1 sec. 1b AÜG, the client shall immediately verify for each designated temporary worker to determine whether the temporary worker has previously been leased to them from another lender within the time period set forth in § 1 sec. 1b Clause 2 AÜG (3 months and one day). In the event of such a case, the client shall immediately inform Grafton thereof. Furthermore, the client shall immediately and fully inform Grafton in writing about any applicable regulations in their company that allow for a maximum leasing duration greater than 18 months and which are relevant for a business in which a temporary worker can be used based on the leasing agreement. Both sides shall monitor compliance of the applicable maximum leasing duration. Should one of the parties have justifiable doubts about whether the maximum leasing period will be followed, it shall have the right to immediately end the use of the temporary worker in question. Should the maximum leasing period be exceeded, the parties shall mutually relinquish the assertion of claims for damages arising from the exceeded deadline.

4. Use of industry surcharge wage agreements

- a. Industry surcharge wage agreements (hereinafter: TV BZ) apply for the temporary worker industry, currently for the metal and electrical industry, the chemical industry, the plastics processing industry, the rubber industry, the rail transport sector, potassium and rock salt mining, the paper manufacturing industry, the paper, cardboard and plastics manufacturing industry, the print industry, the textile and clothing industry, and the wood and plastic processing industry.
- b. If the client's company to which the temporary worker will be leased does not fall under the TV BZ's scope of application upon concluding the employee leasing agreement, then it may be possible for a TV BZ to be applicable due to changes in the future. In this case, both parties shall undertake to take any measures to ensure future applicability of the TV BZ in question. In this case, Clause 11 of these T&C applies accordingly for price adjustment.
- c. If a TV BZ is applicable, the wage is generally adjusted in several levels. Details can be found in the tiered pricing agreements in the leasing contract.

5. Obligation to take protective measures

- a. The client shall accept the obligations set forth in § 618 BGB (German Civil Code). He/she shall undertake to only employ the temporary workers in positions that comply with the provisions of the applicable accident prevention

and occupational health and safety regulations and, furthermore, generally recognized safety-related and occupational health rules.

- b. Before beginning work, an authorized representative of the client shall train the temporary worker on hazards (operational hazards) at his/her workplace and on preventative measures. If temporary workers are exposed to health hazards due to noise or dangerous substances, Grafton shall be notified thereof before the start of employment.
- c. The client shall provide the temporary workers with the safety equipment and protective clothing required for carrying out their respective task, unless otherwise agreed in writing between the client and Grafton. The client shall further under-take to employ the temporary workers within the legally permissible work limits only. The client shall grant Grafton access right to the temporary worker's respective place of employment so that a representative of Grafton can verify compliance with accident prevention and occupational health and safety regulations.
- d. Grafton's temporary workers are insured by the Employers' Liability Insurance Association. Occupational accidents must be reported immediately to Grafton and the Employers' Liability Insurance Association via an accident report. As set forth in § 1553 sec. 4 RVO (Reich Insurance Code), the client must send a copy of the accident report to the employers' liability insurance association responsible for their business.

6. Temporary worker's subject matter and place of employment

- a. The temporary worker may only perform the activities specified in the underlying employee leasing contract that match his/her job description, knowledge, and abilities. The temporary worker may only receive, use, and operate devices, machines, and tools provided by the client that are required and authorized for executing the stipulated activity.
- b. The client shall assign the temporary worker projects in Germany only. Any employment abroad requires the express permission of Grafton along with a separate, written agreement.

7. Absence and replacement of the temporary worker

- a. Grafton must be immediately informed of any unexcused or excused absence on the part of a temporary worker. The Grafton shall try its best to provide a suitable replacement at the client's request. If this is not possible, the client shall have the right to withdraw from the agreement.
- b. Grafton shall have the right to withdraw the temporary worker in question from his/her job with the client for business or legal reasons and assign the same to another borrower to execute the contract.
- c. If a temporary worker's performance is inadequate for a client and he/she informs Grafton thereof during the first four hours after the start of work, Grafton shall send a substitute to the extent possible. If this is not possible, the client may cancel the agreement with immediate effect by way of derogation from the time period in Clause 8.

8. End of assignment

The assignment of a worker may be cancelled by both sides with a period of five calendar days. A cancellation on the part of the client is only valid if declared in writing or textform to Grafton. A declaration to the leased temporary worker is invalid.

9. Time sheets

- a. Invoicing is based on time sheets, which the temporary workers submit to a client's authorized representative on a weekly basis or at the end of the assignment.
- b. The client shall undertake to confirm the hours of attendance—including waiting and standby times—during which the temporary worker was at his/her disposal. Break times must be accounted for separately. If time sheets cannot be submitted to any authorized representative of the client at the place of employment, the temporary worker shall be entitled to confirm instead. Should the client disagree with the hours certified by the temporary worker, an objection shall only be deemed valid if it is submitted to Grafton in writing within 14 days after receiving the invoice and is demonstrably justified.

10. Billing, right of retention by Grafton

- a. Billing is performed every week based on the confirmed hours of attendance - excluding breaks. The stipulated hourly rate is the basis for billing. It

includes surcharges and the statutory value-added tax. Furthermore, surcharges as per the leasing agreement; particularly for overtime, night-time, Sunday and holiday work; must be calculated into the hourly rate.

- b. If the hourly rates increase, particularly due to industry surcharges, then the increased hourly rates shall be the basis for the aforementioned surcharges. The same shall apply if hourly rates decrease.
- c. Should the client be in arrears, Grafton shall have the right to withhold contractual services arising from the business relationship.

11. Price adjustments

- a. Work remuneration is equal to the statutory and pay scale-related wage and ancillary wage costs at the time of contract conclusion. Pay scale, legal or other changes—particularly wage agreement regulations and/or agreements concluded with workers' councils that specify that Grafton must grant the temporary workers additional payment components, or the assessment that the principle of equality must be applied to the leasing of a temporary worker—shall grant Grafton the right to perform a reasonable adjustment to the wage rates.
- b. Current hourly wage rates are methodically and proportionally adjusted at the same amount as the gross payments of the temporary workers.
- c. A price adjustment shall come into force two weeks after receipt of the written price increase announcement. If the principle of equality needs to be applied by law, the price adjustment shall immediately come into force upon application of the principle of equality (Clause 3).
- d. The preceding regulations shall apply accordingly for price decreases that benefit the client in case of cost reductions (reduction of wage and ancillary wage costs).
- e. The regulated price graduations upon applicability of a TV BZ in a lease agreement will then be automatically adjusted to the benefit of the client if the wage agreement regulations of the TV BZ in question cause the industry surcharge to take effect later than originally calculated and accordingly leads to a higher wage for the temporary worker. In this case, the higher hourly rate shall only be invoiced when the temporary worker receives the corresponding higher industry surcharge as well.

12. The client's right of retention

The client shall have no right of retention. The client shall only have an offset right if the client's counterclaim is recognized or established by a final judgement.

13. Liability

- a. The Grafton shall be liable for properly selecting a suitable and qualified temporary worker for the specific activity and for deploying the same during the stipulated lease duration. The Grafton shall not be liable for work performed by the temporary workers, since the temporary workers perform their work solely according to the client's instructions. The Grafton shall notably not be liable for unsatisfactory work or damage brought about by the leased temporary worker.
- b. Any complaints that the client must make regarding the work performed by the temporary worker must be immediately reported to Grafton. Should the client fail to present faults in writing ten days after the circumstance that gave rise to the complaint has surfaced, then possible claims shall be denied. If a complaint is filed within the scope of its liability, Grafton shall only be responsible for rectification. Additional claims, particularly claims for damages, shall be denied. A leased temporary worker is not a vicarious agent, assistant, or authorized representative of Grafton.
- c. Leased temporary workers shall not be entitled to collect receivables for the client; therefore, Grafton shall not be liable for damages that arise from entrusting a temporary worker with financial matters, such as cash management, safekeeping and administering money along with securities and similar transactions. This shall not apply if the aforementioned activities are explicitly an object of the leased temporary worker's leasing agreement.
- d. The Grafton shall be liable for culpable breach of life, limb and health according to legal provisions. Furthermore, Grafton shall be liable in cases of intent or gross negligence, including intent or gross negligence on the part of its representatives or vicarious agents according to legal provisions. In cases of gross negligence, the liability of Grafton shall be limited to foreseeable damages that typically occur.
- e. Grafton shall furthermore be liable according to legal provisions if it culpably breaches a significant contractual obligation, which exists if the breach of

obligation relates to an obligation that allows for proper execution of the agreement and the fulfilment of which the client may rely on. In this case, the liability of the personnel service provider shall also be limited to foreseeable damages that typically occur.

- f. Furthermore, there shall be no liability on the part of Grafton—for whatever legal reason. This shall particularly apply to claims for damages arising from fault upon contract conclusion, from infringement of contractual ancillary duties and other breaches of obligation, illicit actions along with other criminal liability, claims arising from damages that have no connection to the contractual objects, for indirect damages and subsequent damages, particularly loss of production and data loss on the part of the client, along with claims for reimbursement of loss profit.
- g. If liability is limited according to the aforementioned provisions, this shall also apply for personal liability on the part of Grafton's legal representatives, employees, and vicarious agents.
- h. The aforementioned provisions shall also apply for claims for reimbursement of expenses.
- i. Should third parties assert claims due to the activity of a temporary worker leased as per these T&C, the client shall undertake to exempt Grafton and/or the temporary worker from these claims, if and insofar as their liability is excluded according to the aforementioned provisions.
- j. Due to wage agreement provisions (e.g. wage agreements regarding industry surcharges) or as per § 8 sec. 1-4 AÜG, Grafton shall oblige in certain cases to equate the temporary worker's applicable basic working conditions or work remuneration—in whole or in part—with a client's comparable employee. In these cases, Grafton shall rely on the client's information to appropriately grant these working conditions or work remuneration. Should the client provide incomplete or erroneous information in this respect or should he/she share incomplete, erroneous changes, or fail to immediately share changes, and should this result in an economic disadvantage for Grafton's temporary workers, Grafton shall rectify this via subsequent billings and subsequent payments to the affected temporary workers. The Grafton shall have the freedom to decide whether it invokes terms of exclusion for its temporary workers; in this respect, it shall not be subject to the obligation to reduce damage. The sum of the gross contributions that consequently must be paid (gross payroll without the employer's social security contribution) shall apply between the parties as damages for which the client must reimburse Grafton. Furthermore, the client shall reimburse Grafton for lost profits on these uncalculated costs as compensation for damages. This lost profit shall be mutually set to 120% (calculation surcharge) of the aforementioned gross payroll. The client shall have the right to prove that the calculation surcharge was lower based on the existing lease agreement and is used for the lost profit in lieu of the aforementioned 120%. Furthermore, the client shall be liable to Grafton for claims made by social security agencies and the tax authorities against Grafton due to the aforementioned liability cases, irrespective of gross remuneration payments.
- k. The preceding section shall apply accordingly if the client tasks the temporary worker with work that justifies claims for an industry minimum wage as per § 8 sec. 3 of the German Employee Secondment Act (AEntG), although this has been explicitly prohibited in the employee leasing agreement.
- l. Should the claims made by the client regarding the relevant legislative decree or wage agreement declared as generally binding as set forth in § 8 sec. 3 AEntG turn out to be inaccurate due to the activities that are actually attributed to the temporary worker, Sections i. and j. shall apply accordingly.

14. Recruitment

- a. The client is obligated not to entice away temporary employees in an impermissible manner (Section 1 of the German Act against Unfair Competition (UWG) and Section 826 of the German Civil Code (BGB)).
- b. If an employment or service relationship is established between the candidate presented by Grafton and the client within 12 months of Grafton's presentation of the candidate, Grafton shall be entitled to claim payment of the placement fee from the client, which – unless otherwise agreed in individual contracts – shall correspond to 30% of the taxable gross annual salary plus the applicable sales tax that the client agrees with the candidate.
- c. A placement fee shall also be payable if the contractual relationship with the temporary employee is established on the basis of the current assignment or within six months of the end of the temporary employee's assignment to the client. In this case, the placement fee shall be 30% of the taxable gross annual salary plus the applicable sales tax, which the client agrees with the applicant, and is reduced after the end of the first month of employment by one-twelfth of the placement fee for each full month of employment completed. It consequently amounts to

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after the end of the 1., but bevor the end of the 2. month of the transfer,	27,5 %
after the end of the 2., but bevor the end of the 3. month of the transfer	25%
after the end of the 3., but bevor the end of the 4. month of the transfer	22,5%
after the end of the 4., but bevor the end of the 5. month of the transfer	20%
after the end of the 5., but bevor the end of the 6. month of the transfer	17,5%
after the end of the 6., but bevor the end of the 7. month of the transfer	15%
after the end of the 7., but bevor the end of the 8 month of the transfer	12,5%
after the end of the 8., but bevor the end of the 9. month of the transfer	10%
after the end of the 9., but bevor the end of the 10 month of the transfer	7,5%
after the end of the 10., but bevor the end of the 11. month of the transfer	5%
after the end of the 11., but bevor the end of the 12 month of the transfer	2,5%
at the end of the 12. month of the transfer	Free of charge

- e. The claim is due upon conclusion of the contract between the client and the temporary employee taken on or the candidate placed, but no later than when the employee actually starts work at the client's company.
- f. In the event of a placement within six months of the transfer, the client is exempt from the placement fee if they demonstrate and prove that the previous transfer was not the cause of the recruitment.
- g. The above paragraphs shall apply accordingly to employment by a company affiliated with the client within the meaning of §15 of the German Stock Corporation Act, unless the client can prove that the previous transfer was not the cause of the employment.

15. Confidentiality, Data protection

- a. The client is obliged not to disclose any of the transmitted data, in particular prices, knowledge or experiences ("information"), in writing, orally or by any other means, either in general or to a third party. The said obligation does not apply to information that can be proven to be generally known or that becomes generally known at a later date without violating this obligation, or that can be proven to have been known to the client before receiving the information or at a later date without violating this agreement.
- b. All rights (including intellectual property rights) in relation to the information provided are reserved. The disclosure does not authorize the client to use the information for other purposes.
- c. The client and Grafton will collect, process and use personal data of the other party and its employees, in particular of temporary agency workers, only if and to the extent that this is necessary under this Agreement and in accordance with the statutory provisions. The client and Grafton will only collect, process and use data beyond this if the data subject has given his consent.
- d. The client and Grafton shall observe the German Federal Data Protection Act (BDSG) in its currently valid version and the data protection laws of the federal states, insofar as they are applicable. Furthermore, the parties undertake to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). The client is hereby informed that the temporary employees are employees within the meaning of the BDSG in relation to him in accordance with § 26 BDSG.

16. Place of fulfilment and place of jurisdiction

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- a. The place of fulfilment for all obligations arising from the agreement shall be the business headquarters of Grafton branch office that concludes the contract.
- b. If the client is a merchant, the exclusive place of jurisdiction for all direct or indirect disputes arising from the contractual relationship shall be Grafton 's headquarters. The Grafton reserves the right to make a legal claim against the client at his/her business headquarters as well.

17. Final provisions

- a. Ancillary agreements and changes to the agreement must be made in writing to be effective.
- b. Should individual provisions of these General Terms be or become entirely or partially invalid, then the validity of the remaining provisions shall hereby remain unaffected. In lieu of the invalid provision, the valid provision whose intent and purpose comes closest to the invalid provision shall be deemed to be agreed upon. The same shall apply if a provision's invalidity is based on a degree of the service or time; the remaining permissible degree shall then be valid.