

General Terms and Conditions for Personnel Placement

1. Conflict Rule

These terms and conditions also apply to all future business relationships between Grafton Deutschland GmbH (hereinafter: contractor) and the client under exclusion of any terms and conditions of business to the contrary.

2. Rights and Duties of the Parties

- a. The client assigned the contractor with services associated with personnel placement.
- b. In order to fulfil the contract, the contractor shall recruit candidates via suitable recruitment channels (advertisements on job portals, database research, active approach in networks), pre-select them by conducting structured interviews and present them to the client. The contractor shall keep the client continuously informed about the status of the recruitment efforts. After consultation between the contracting parties, the client shall check references of candidates and accompany the interview with the client. The contractor shall accompany and support the candidate through the entire application process up to the conclusion of the contract.
- c. The parties undertake to cooperate with each other as regards the provision of personnel placement services. This includes in particular that the client provides the contractor with all necessary information about the positions to be filled, the specific activities to be carried out, the knowledge and experience required for this and the client's business environment.
- d. It's the clients responsibility to check the suitability and qualifications of the employee (candidate) before concluding the service or employment contract with him. In this respect, the contractor is not obliged to verify the truthfulness of the information provided by the candidate.
- e. The client undertakes to inform the contractor immediately, but in any case before an initial personal interview between the candidate and the client, if and insofar as an applicant proposed by the contractor is already known to the client.
- f. The client undertakes to inform the contractor immediately in text form of any possible cancellation of the placement requirement.

3. Agency Fee

- a. The client is obligated to pay the contractor an agency fee for the provision of personnel placement services depending on the success of the brokerage.
- b. A recruitment agency is deemed to have been successful and carried out if a contract of service or employment is concluded between the client or a company associated with the client within the meaning of § 15 ff. AktG (German Stock Corporation Act) and an employee with the assistance of the contractor within twelve months of the contractor providing the first information about the employee.
- c. The agency fee amounts to 30% of the annual remuneration agreed with the employee hired, including all special remuneration, variable remuneration and other benefits of monetary value plus VAT. The agency fee is due upon conclusion of the service or employment contract and is not cancelled in the event that the candidate does not accept the job or terminates the service or employment relationship. In the event that the client does not fulfil his obligation under section 3. c within 14 days, even after being requested to do so by the contractor, the agency fee shall amount to € 30,000.00 plus VAT.
- d. The agency fee is due for payment within fourteen days of receipt of the invoice by the client.
- e. The client undertakes, immediately, but at the latest within three working days of the conclusion of the service or employment contract with the employee presented by the contractor, to notify the contractor in writing, in text form or by phone of this conclusion of contract and of the essential terms and conditions of employment agreed thereby, in particular the remuneration.

4. Secrecy Obligations and Data Protection

- a. The contractor undertakes that all information that the contractor receives in connection with the preparatory review of the personnel placement order and, in particular, during the execution of the order about the client and/or a company affiliated with the client within the sense of Section 15 et seq. of the German Stock Corporation Act (AktG)
 - will be treated strictly confidentially and will not be disclosed or made available otherwise to any third parties and
 - will be protected using suitable measures against unauthorised access.

Such information that is to be treated as confidential pursuant to sentence 1 is, in particular, knowledge about employees or other staff, consultants, shareholders, clients, suppliers, other business partners, projects, production methods, production processes, product developments, technical secrets and know-how.

- b. The secrecy obligations pursuant to these regulations shall not apply to information for which the contractor can prove that
 - it is generally known without the influence of the contractor or would have been accessible generally on the date notified by the contractor;
 - The contractor was notified thereof by a third party that has not breached any secrecy obligations or
 - the disclosure of which to third parties is not detrimental to the client or any companies affiliated with the client pursuant to Section 15 et seq. AktG.
- c. The disclosure of information that is to be treated as confidential within the sense of letter a above shall not be regarded as a breach of the secrecy obligations in this agreement where the disclosure is effected within the – assumed – interest of the client.
- d. In addition, the secrecy obligations pursuant to this agreement shall not apply if and insofar as the contractor is obliged, by law or due to an order of a court of law or a public authority, to disclose confidential information within the sense of letter a to a public authority, a court of law or a stock exchange. In this case, the contractor shall inform the client of the relevant disclosure.
- e. The secrecy obligations regarding the confidential information as defined in letter a pursuant to these agreements shall continue to be valid for a term of at least one year beyond the termination of the personnel placement agreement.
- f. The client agrees that
 - its data is electronically captured, stored and processed by the contractor,
 - such data is forwarded to existing or potential clients for reference purposes and
 - its data is electronically captured, stored and processed vis-à-vis the candidate and potential employee.
- g. When executing the contract, the contractor shall both maintain data secrecy itself and only employ persons who have been obliged to maintain data secrecy.
- h. After the conclusion of the relevant personnel placement agreement, the contractor is obliged to return to the client
 - all documents of or about the client or a company affiliated with the client pursuant to Section 15 et seq. AktG,
 - all notes or other internal records about the client or the affiliated company,
 - all copies of such documents, other copies and records,
 - all data media on which confidential information as defined in para. (1) is stored and
 - all other objects handed over to the contractor in connection with its activity for the client or a company affiliated with this client within the sense of Section 15 et seq. AktG.
- i. The client and the contractor shall only collect, process and use personal data of the respective other party and its employees, in particular applicants and employees, if and to the extent that this is necessary within the scope of this contract in accordance with the statutory provisions. The client and the contractor shall only collect, process and use the data beyond this if the data subject has given their consent.
- j. In addition, the contractor undertakes to delete all data relating to this contract and stored on data carriers that cannot be returned in such a way that the data cannot be restored. The contracting parties shall comply with the Federal Data Protection Act (BDSG) as amended from time to time and the data protection laws of the federal states, where applicable. Furthermore, the contracting parties undertake to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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).

5. Non-solicitation Clause

- a. For the term of this agreement and a period of 24 months after the end of this agreement, the client shall refrain from concluding a service or employment contract with a candidate and potential employee presented by The contractor or who becomes known by name to the client in the context of the execution of the personnel placement agreement or from negotiating the conclusion of such a contract between the candidate and potential employee and a third party.

- b. If a contract is concluded contrary to letter a above, the placement fee agreed upon in the master agreement on personnel placement and related services nevertheless becomes due and payable.

6. Terms of Payment and Due Date of Other Costs; Offsetting and Assignment

- a. Any costs/expenses (travel expenses, etc.) incurred in addition to the placement fee are to be coordinated with the client prior to a personal interview. The client shall be the debtor of any such costs/expenses.
- b. In addition to the aforementioned regulation, the contractor may demand reimbursement of actual expenses for the execution of foreign language tests, obtaining expert opinions, analyses regarding the personality and social competency of the candidate by external service providers and/or through special advertisements, which have been initiated by the client in advance. Such costs shall be reimbursed in their actual amount incurred against presentation of relevant documents.
- c. Any claims pursuant to letters a and b for reimbursement of expenses in line with these terms and conditions shall be settled weekly or monthly. The payment is due within fourteen days after receipt of the invoice, including the copies of documents for any expenses charged.
- d. The client is only entitled to offset any counterclaims of the contractor against undisputed, legally adjudicated or acknowledged claims. The client is not entitled to assign any claims made by the contractor against the client, unless The contractor has consented to such an assignment in advance in writing.

7. Liability

- a. Within the limits defined in letter b of this regulation, the contractor shall be liable in line with the statutory provisions if
- the client makes any claims for damages or reimbursement of costs that are based on intent or gross negligence,
 - the claims relate to a violation of life, limb or health or
 - if the contractor, a vicarious agent or a legal representative of the contractor has culpably breached a material contractual obligation. Material contractual duties are duties the performance of which is a prerequisite for the proper execution of this placement procedure, the violation of which endangers achievement of the purpose of this placement agreement and on the compliance of which the client may rely as a rule.
- b. If there is
- no intentional or grossly negligent breach of duties and
 - no violation of life, limb or health, the contractor's liability for damages shall be limited to the foreseeable damage typical for such types of contract.
- c. If there is
- no intentional or grossly negligent breach of duties and
 - no violation of life, limb or health, any claims for damages or reimbursement of expenses against the contractor shall be statute-barred after twelve months.
- d. Except for the mandatory provisions of the Product Liability Act, which shall remain unaffected, any further liability of the contractor in respect of damages or reimbursement of expenses than that set forth in the above provisions of this No. 6 shall be excluded – notwithstanding the legal nature of the claim made.
- e. To the extent that liability is excluded or limited pursuant to the aforementioned conditions of this regulation, this shall also apply to the liability of the corporate bodies and/or employees of the contractor and the candidate and potential employee.
- f. The contractor shall not be liable for any delays in performance due to force majeure or due to events that impair the performance of the placement agreement significantly or make it impossible on the part of The contractor – this includes, in particular, strikes, lock-outs, official orders etc. – even if these occur at the client and/or a company affiliated with the client pursuant to Section 15 et seq. AktG. In this case, the contractual duties of the contractor shall be suspended for as long as the event of force majeure continues, plus a reasonable start-up period, and to the extent that fulfilment of these duties is prevented, impaired or delayed. The client is entitled to immediate termination of this agreement if

the contractor fails to fulfil its contractual duties due to force majeure and if the event of force majeure continues for more than 30 successive days.

8. Severability Clause

The invalidity of any provision of these General Terms and shall not affect the validity of the other provisions. In this case, a provision that comes closest to the expressed intent of the agreement, as permitted by law, shall be deemed to be agreed.

9. Place of Performance

The place of performance for all mutual obligations under this agreement is the registered office of the contractor. The exclusive place of jurisdiction for any disputes arising out of this contractual relationship shall also be the aforementioned registered office, to the extent permitted by law.