

**1. Official permit**

IMG is in possession of the limited permit required for labour leasing, most recently issued by Kiel Employment Agency.

**2. Legal position of IMG personnel**

The conclusion of a Labour Leasing Agreement does not constitute any contractual relationship between IMG employees and Client. IMG employees are subject to the work instructions of Client and work under Client's supervision and instruction during their assignment. They are obligated to maintain secrecy. This applies to all confidential business matters or to those requiring secrecy, which they learn of within the scope of their activities.

**3. Selection of IMG employees**

IMG shall provide Client with employees who have been carefully selected and assessed to ensure they have the required professional qualification. Should a justified complaint be reported by Client within the first 6 hours after an IMG employee has started work, up to 6 working hours will not be billed for. IMG may exchange IMG employees during the ongoing assignment for other IMG employees who are suitable in the same manner unless legitimate interests of Client are violated.

**4. Assignment and deployment of IMG employees and strike**

Client shall deploy IMG employees exclusively at the location and for the activities agreed upon in the Labour Leasing Agreement. Client shall only permit IMG employees to use or operate the relevant working equipment and/or machines. Changes concerning duration of assignment, work time, location of deployment and activities may only be agreed upon between IMG and Client.

Furthermore, Client shall not assign and deploy IMG employees to transport money or for debt collection and shall explicitly indemnify IMG against all and any claims in this respect. Client shall not pay any amounts of money to IMG employees, neither shall they pay any wages or advances for travel expenses. Client shall notify IMG without delay of any planned industrial action directly affecting their operations. Should Client be affected by a legal labour dispute, all employees currently being deployed shall be withdrawn unless deployment is to be effected within the scope of an emergency service agreed upon for Client's operations and the employee consents to said deployment.

**5. Maintenance of secrecy and data protection**

The contractual partners undertake to treat all industrial and business secrets that become known to them during the collaboration, in particular, the content and terms and conditions of the agreement, as well as business matters marked as confidential, in confidence and not to disclose the above to third parties. Companies of the respective group of affiliated companies are not deemed third parties within this meaning. The parties undertake reciprocally to comply with the statutory provisions on data protection and shall ensure compliance therewith. The aforesaid obligations shall continue even after termination of the collaboration. Client gives their assurance that the data of IMG employees shall only be processed within the framework of data protection regulations and exclusively for the purpose of the handling of the deployment, and that technical and organisational measures for the protection of the data of IMG employees will be taken, which meet the obligations under Article 25 of the General Data Protection Regulation (GDPR). Client also undertakes to only store the data for the period of time admissible pursuant to the statutory regulations and to erase said data insofar as the archiving thereof is not stipulated in accordance with the statutory regulations.

**6. Employment safety**

Pursuant to Section 11 subsection (6) of the Act on Temporary Agency Work (in German: AÜG), the activity of the IMG employee is subject to the regulations of the Occupational Safety and Health Act under public law applicable to Client's operations. The obligations arising therefrom for the employer, in particular the obligation to comply with Section 5 and Section 6 of the Occupational Safety and Health Act, are the responsibility of Client, irrespective of the obligations of IMG. Client shall grant IMG or their authorised officers (including, but not limited to specialists for occupational safety and works doctors) access to the place of activity of IMG employee and shall, if requested, present to them existing documentation relating to their occupational safety system for inspection. A work-place accident is to be reported without delay and will be investigated jointly. Client shall inform IMG concerning the required recommended and compulsory care under the Regulation on Occupational Health Screening (in German: ArbMedVV) prior to commencement of work.

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**7. Wage scales and special right of termination**

In order to implement a collectively agreed extra-payment applicable to a particular sector for temporary employees, Client shall inform IMG to which sector the company where employee is to be deployed belongs and whether or which collective wage agreements or company agreements beneficial to temporary workers are applicable at the company where employee is to be deployed. Client shall then receive a Labour Leasing Agreement in due consideration of any arrangements concerning sector-specific extra-payments.

In the case of an obligation to effect sector-specific extra-payments, Client shall furnish IMG with verification of the regularly paid hourly remuneration of a comparable employee at Client's company. Client vouches for the correctness of the information provided.

Client shall notify IMG of any changes arising in industry affiliation, with regard to applicable collective wage agreements or company agreements beneficial to temporary workers. If no provisions exist for payment of a sector-specific payment for temporary workers for a specific sector or such payment subsequently becomes inapplicable, the net Client pay scale shall increase by 1.5% after the end of 9 months of uninterrupted leasing of the individual IMG employee and by a total of 3 % after the end of 12 months of uninterrupted leasing of the individual IMG employee. The start of the leasing in the company where the employee is to be deployed and not the time when the aforesaid sector-specific extra-payment ceases to be applicable shall be decisive for the calculation of the individual period. Should deployment be interrupted for a period of up to 3 months, the extra-payment shall fall due for payment after the interruption, taking into account the previous leasing periods. Notwithstanding this extra-payment provision, IMG is authorised to increase Client pay scales as they reasonably see fit. This shall apply if the remuneration to be paid to IMG employees by IMG increases on account of statutory provisions (e.g. equal pay after 9 months of a period of leasing) or provisions under a collective agreement or other obligations. IMG shall notify Client of necessary increases in pay rates. The increase shall become effective 2 weeks after Client has received notification thereof. Client is entitled to terminate contract within 2 weeks after receipt of the notification with effect from the date of the increase in pay rates.

IMG is entitled to a special right of termination with 2 weeks' notice to take effect at the end of the corresponding last month of such a period in the event of the adjusted pay rates not being paid.

**8. Time and attendance recording**

Hours worked by IMG employees shall be recorded manually and on paper. Client shall have the number of hours worked and any claims for bonus payments confirmed by an authorised representative on the work performance record by means of a signature and company stamp. Should it not be possible to present work performance records to an authorised representative of Client for their signature, IMG shall be entitled to bill Client for those hours recorded by IMG employee.

**9. Hourly rate and billing**

Should travel expenses have to be paid to the employee, IMG shall be entitled to bill Client for such expenses. Client shall be billed for business trips in accordance with the actual expenses. The invoice amount is due for payment within 14 days from the date of invoice. Billing shall take place weekly on the basis of the documented hours worked. Should payment not be effected within the stipulated time-limit, Client shall be in default of payment even without a reminder. The receipt of payment at IMG shall be decisive. Objections to invoices shall be ruled out unless they are asserted in writing within three calendar months after receipt of the invoice.

**10. Liability**

10.1 IMG shall - with regard to all leased employees - only assume liability for due and proper selection in view of the activity contractually agreed upon. Liability for negligence in selection is limited to damages which arise as a result of the wilful or grossly negligent violation of the selection obligation. Moreover, the liability for all damages arising as result thereof shall be limited to a maximum amount of a total of **EUR 5,000,000.00** per calendar year.

10.2 In view of other contractual or statutory obligations, IMG shall assume liability for wrongful intent or gross negligence. In the case of damages caused by slight negligence, IMG shall only be liable in the event of the violation of a fundamental obligation in view of those damages which are foreseeable and typical of the contract concerned. Liability sum pursuant to item 9.1.

10.3 IMG shall not assume any liability for any additional claims. Liability for indirect damages and consequential damages is ruled out. The aforesaid liability restrictions do not apply to bodily harm or death.

10.4 Insofar as liability is excluded or limited in accordance with this framework agreement, this shall also apply to the personal liability of the organ members and employees of IMG.

10.5 Liability of IMG shall be ruled out unless a written notification of the claim for compensation is effected within three calendar months after the damage occurred and – in the event of a rejection by IMG – unless the claim is asserted judicially within one calendar month (term of preclusion).

10.6 Objections to invoices shall be ruled out unless they are asserted in writing within three calendar months after receipt of the invoice.

**11. Prior employment of employee**

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In order to comply with the provisions of the Act on Temporary Agency Work (AÜG), Client shall notify IMG without delay if an IMG employee was directly employed or worked as a temporary agency worker at Client's company or an affiliated company pursuant to Section 18 of the German Companies Act (AktG) in the last 6 months prior to leasing. In such case, Client undertakes to pay any additional costs arising in view of the IMG employee concerned.

**12. Personnel procurement**

An agency commission shall fall due for payment when an employment contract is established between Client and an IMG employee hired out to Client from the assignment. This shall also apply if an employment contract is established within a period of 6 months after the end of the assignment unless the establishment of the employment contract is not based on the assignment of the IMG employee.

The agency commission is calculated on the basis of the gross monthly salary received by the employed IMG employee at Client's company and amounts to **4** gross monthly salaries upon takeover from the first day of the assignment until the end of the 3<sup>rd</sup> month of the assignment, **3** gross monthly salaries upon takeover from the 4<sup>th</sup> to the end of the 6<sup>th</sup> month, **2** gross monthly salaries from the 7<sup>th</sup> to the end of the 9<sup>th</sup> month, and **1** gross monthly salary from the 10<sup>th</sup> to the end of the 12<sup>th</sup> month. After the end of the 12<sup>th</sup> month of the assignment, the takeover is free of charge.

**13. Place of jurisdiction and performance**

Except as otherwise contractually stipulated, the place of performance for deliveries, performance and payments is Rostock. The courts in Rostock shall have jurisdiction for all disputes arising from and in connection with the contracts concluded between Client and Supplier, including with regard to the formation and validity thereof.

**14. Other provisions**

Client declares that neither they nor their executive bodies, employees and affiliated companies or parties in their possession or which are controlled by them have or have had trade and economic sanctions imposed upon them (sanctions) or that they are or have been the subject matter of a claim, proceedings or investigation in relation to sanctions. Client also states that they are neither owned by a party nor are they controlled by a party upon whom sanctions are imposed. Client shall take appropriate measures so that they, their employees and affiliated companies comply with any imposed sanctions and shall not undertake any activities which result in the violation of sanctions by IMG and IMG employees. Client gives their assurance that they will refrain from offering IMG and IMG employees any money originating from business dealings or transactions with parties and/or involved parties upon whom sanctions are imposed or from actions which contradict sanctions.

Should one of the contractual parties not be in a position to meet their obligations under this agreement on grounds of force majeure, e.g. fire, strike, lockout, war or warlike events, state interventions, natural catastrophes, sabotage, etc., said party shall be released from the corresponding obligations in this respect, but only for the period during which the state of force majeure prevails. This also applies to the event of a pandemic (e.g. Covid-19) which has fundamental effect on the viability of this agreement from an economic or legal point of view (e.g. lockdowns ordered by the authorities, orders to close the company, quarantine, the inability of a large number of temporary agency workers to work, and situations of a similar nature). The other contractual partner is to be notified without delay of the occurrence of such an event. In such cases, the contractual partners shall contact each other immediately and discuss the anticipated duration and/or scope of the disrupting effects as well as the measures to be taken. The contractual parties undertake to ensure with all technically possible and economically reasonable means that the performance of this contract is secured once again. In these cases, claims for compensation of the parties are excluded. Should the condition of force majeure continue for longer than 6 months, each contractual partner shall be entitled to terminate this contract.

Set-off or the assertion of a right of retention shall only be possible to the extent that it concerns uncontested or judicially recognised claims. Statutory value-added tax is to be added on to all amounts to be paid to IMG by Client.

Should any part of these Terms and Conditions be void, the validity of the remaining provisions shall in no way be affected. Both contractual parties are obligated to agree on a provision to replace the void one which comes as close as possible from an economic and legal point of view to the original spirit and purpose of these Terms and Conditions.

The law of the Federal Republic of Germany shall apply with the exclusion of German private international law.

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