

## General Terms and Conditions for the Temporary and Permanent Placement of Employees by DIS AG ("GTC") (Date 01/2023)

### A. Preliminary remarks

These GTC govern the temporary and permanent placement of employees by DIS AG for its Customers. They apply exclusively unless otherwise is agreed in writing.

### B. Temporary employment

#### Section 1 Services of DIS AG

- (1) DIS AG will provide the Customer with the employee defined in the Temporary Employment Contract ("TEC"). The conclusion of this TEC does not establish any relationship under employment law between the employee and the Customer.
- (2) The TEC has to be concluded in writing. Pursuant to Section 126a of the German Civil Code (BGB), the written form can be replaced by the electronic form with a qualified electronic signature.
- (3) The employee has the occupational aptitude and is able to perform the tasks specified in the Customer order. He may therefore only perform tasks which are appropriate for his occupational profile. In the event of a change to the order (e.g. transfer of the employee, change in the work to be performed etc.), the Customer has to inform DIS AG immediately, so that any necessary protective measures (e.g. additional personal protective equipment, medical check-up etc.) can be clarified and implemented. DIS AG is to be granted access to the temporary employee's place of work at all times.
- (4) DIS AG is entitled within the scope of its right to issue instructions to assign the execution of the order to another equally-qualified employee.

#### Section 2 Health and safety

- (1) The Customer will ensure and has to satisfy itself continuously that all of the accident prevention and health and safety regulations applicable at the employee's place of work are complied with and that the risk assessment within the meaning of the Health and Safety at Work Act (ArbSchG) is conducted and documented. The Customer will make this available to DIS AG upon request. First aid facilities and measures have to be ensured.
- (2) The Customer has to instruct the employee about the workplace-specific risks associated with the work to be performed and about the measures to avoid these before commencement of employment. The medical check-up that needs to take place for the work to be performed is defined in the Temporary Employment Contract.
- (3) In the event of an accident at work, DIS AG is to be informed immediately. A reportable accident at work will be investigated jointly and reported immediately by DIS AG to the Verwaltungs-Berufsgenossenschaft (accident insurance association for the administrative sector) by means of a written accident report. A copy of the accident report is to be sent by the Customer to the accident insurance association responsible for the Customer.

#### Section 3 Termination of the Temporary Employment Contract

In the first week this Temporary Employment Contract may be terminated with one working day's notice, until the end of the 5th month of the assignment with 5 working days' notice to the end of the calendar week and from the 6th month of the assignment with 14 working days' notice to the end of the calendar week. Saturdays, Sundays and public holidays do not count as working days.

#### Section 4 Transfer of temporary employees

- (1) If the Customer or an affiliated company of the Customer within the meaning of Section 15 of the German Stock Corporation Act (AktG) establishes an employment relationship with the temporary employee during or following the assignment, DIS AG will be entitled to a placement fee. The same will apply if the Customer concludes a work, service or temporary employment contract with the employee or a third party.
- (2) The placement fee is 33% of the gross annual salary and will be reduced by 1/18 for each full month according to the duration of the assignment.
- (3) The gross annual salary includes Christmas and holiday bonuses,

annual bonuses, pecuniary advantage of a company car and any variable remuneration component. A company car is estimated at € 10,000.00. The variable remuneration will be based on a target achievement of 100%.

- (4) The entitlement to the placement fee will be established when a contract of employment is concluded between the Customer or an affiliated company of the Customer within the meaning of Section 15 AktG and the employee. The Customer has to inform DIS AG immediately of the conclusion of the contract and the remuneration components.
- (5) If the Customer or an affiliated company of the Customer within the meaning of Section 15 AktG takes on the employee of DIS AG within six months of the end of the assignment, the Customer may prove that there is no causal connection between the initial assignment of the employee at the Customer and the subsequent transfer of the employee to the Customer. If the Customer is able to prove this, it will not have to pay a placement fee.
- (6) If the Customer or an affiliated company of the Customer within the meaning of Section 15 AktG directly recruits an employee proposed by DIS AG for an assignment without a previous assignment, a placement fee of 30% of the gross annual salary will be due.
- (7) If the employee is hired within 6 months of the end of the assignment via another recruitment agency, DIS AG will be entitled to a one-time fee of 200 times the last hourly rate paid by the Customer to DIS AG.

#### Section 5 Reporting obligations of the Customer

- (1) Prior to commencement of the assignment, the Customer must provide DIS AG in each case in writing with all information required by statutory regulations and collective agreements for the employment and remuneration of the temporary employees, such as for the determination of the maximum permissible assignment period pursuant to Section 1b AÜG and the application of the equality principle pursuant to Section 8 AÜG. Prior to commencement of the assignment, DIS AG is to be provided truthfully and fully with information in particular about all collective agreements, company agreements, its industry affiliation and all past employment of the employee at the Customer or an affiliated company of the Customer within the meaning of Section 15 AktG. With regard to any past employment, the Customer must state in particular whether the employee to be assigned has left the employment relationship with the Customer or an affiliated company of the Customer within the meaning of Section 15 AktG in the six months prior to the assignment and/or if he has already been assigned to the Customer as a temporary employee in the three months prior the start of the assignment. If the Customer has a collective agreement or a company agreement based on a collective agreement, which provides for a different maximum assignment period with a different past-employment check, the Customer is obliged to provide information in accordance with these periods. The Customer has to provide proof of different provisions by presenting the collective agreements/company agreements.
- (2) If an obligation for the equal treatment of the employee arises pursuant to Section 8 (4) sentence 1 AÜG, the Customer is obligated to provide immediately all information regarding the remuneration of comparable employees of the Customer in writing. In the case of Section 8 (3) AÜG, the obligation of the Customer extends to the essential working conditions including remuneration.
- (3) If and to the extent which the Customer does not provide the above information prior to commencement of the assignment, or provides it in an incomplete and/or untruthful manner, and if, as a result, the hourly rate is based on an incorrect assumption concerning the salary to be paid to the employee, DIS AG will have the right to re-calculate the hourly rate on the basis of the actual facts and adjust it retroactively. The adjustment is always made in the percentage ratio of the hourly rate actually payable to the employee to the hourly rate originally used. DIS AG's right to extraordinary termination of the contracts

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concluded without notice and to claim compensation remains unaffected by this. The same applies if, after commencement of the assignment, there are changes to the statutory or collective agreements, relevant sectoral collective agreements, regulations on minimum wage levels or other salary-relevant regulations and agreements and/or other salary-relevant changes occur, such as that the employee to be treated equally with comparable employees of the Customer in accordance with the law or at the request of the Customer within the meaning of Section 8 AÜG. The Customer has to advise of such changes immediately.

### **Section 6 Remuneration**

(1) The Customer will pay DIS AG the fee agreed in the TEC for the placement of the employee.

(2) If, after commencement of the assignment, changes in the statutory regulations or collective agreements, relevant sectoral collective agreements, regulations on minimum wage levels or other salary-relevant regulations and agreements occur which result in a change in the salary costs and/or incidental salary costs, DIS AG will have the right to re-calculate and adjust the remuneration accordingly.

(3) Invoices will be issued monthly based on the work records sent by the Customer in machine-readable form by no later than the third working day of the following month.

(4) For the issue of a paper invoice, DIS AG will charge EUR 2.50 per month and EUR 5.29 for the processing of work records sent in a form other than defined in paragraph 3.

### **Section 7 Liability**

(1) DIS AG is only responsible for the proper selection of the temporary employees it provides.

(2) In the event of damages caused by slight negligence, DIS AG will be liable to the typical damage foreseeable at the time of conclusion of the contract, however, not exceeding EUR 3,000,000.00 for damage to property and personal injury per damage event.

(3) DIS AG is neither liable for any particular success of the work of the employees nor for any damage they cause to the working tools or to the work entrusted to them. It is also not liable for any damage caused by employees only in the performance of their work. DIS AG is also not liable if the employee is placed in charge of money, securities or other valuables.

(4) Insofar as this Section 7 contains limitations of the legal liability, these restrictions do not apply in case of injury to life, limb or health.

### **C. Permanent placement**

#### **Section 1 Services of DIS AG**

(1) DIS AG looks for suitable personnel for the Customer and places the personnel with the Customer for permanent employment. DIS AG looks for and contacts the candidate adjudged to be suitable based on the requirement profile communicated by the Customer.

(2) DIS AG presents the Customer proposals for pre-selected candidates and arranges meetings between the Customer and the candidate. If expressly requested by the Customer, DIS AG will also attend these meetings.

(3) The information provided by DIS AG about a candidate is based on information provided by the candidate or a third party. DIS AG is therefore unable to guarantee the accuracy and completeness of the information.

#### **Section 2 Fee**

(1) The fee for placement is 33% of the candidate's gross annual salary.

(2) The gross annual salary includes Christmas and holiday bonuses, annual bonuses, pecuniary advantage of a company car and any variable remuneration component. A company car is estimated at EUR 10,000.00. The variable remuneration will be based on a target achievement of 100%.

(3) The entitlement to the placement fee will be established when a contract of employment is concluded between the Customer or an affiliated company of the Customer within the meaning of Section 15 AktG and the proposed candidate. The Customer has to inform DIS AG immediately of the conclusion of the contract and the remuneration components.

(4) DIS AG will also be entitled to the placement fee if the candidate is initially rejected by the Customer, but is recruited

by the Customer or an affiliated company of the Customer within the meaning of Section 15 AktG within 12 months of presentation by DIS AG.

(5) If a candidate has already applied to the Customer independently of the presentation by DIS AG, the Customer will have to inform DIS AG as soon as it is aware of this. In this case, DIS AG will provide no further services with regard to this candidate. Upon request by the Customer, DIS AG will continue its work with regard to this candidate and will still be entitled to charge a fee in accordance with the provisions agreed here. The same will apply if DIS AG is not informed by the Customer.

(6) The above provisions will also apply if the Customer or an affiliated company of the Customer within the meaning of Section 15 AktG concludes a work or service contract with the candidate. In this case the fee will be calculated based on the remuneration due according to the contract for the first of work.

(7) Unless otherwise is agreed, the Customer will pay the candidate's proven travel expenses.

(8) The information provided by DIS AG about a candidate is based on information provided by the candidate or a third party. DIS AG therefore does not guarantee the accuracy and completeness of the information.

### **D. Payment terms and invoicing**

(1) Unless otherwise is agreed, invoice amounts are payable within 3 days upon receipt of invoice without deduction. In addition, Section 286 (3) sentence 2 BGB applies.

(2) Employees of DIS AG are not authorised to receive payments.

(3) The fees are net and subject to statutory VAT.

(4) DIS AG reserves the right in the event of default of payment to stop the services until full payment and make claims pursuant to Section 288 BGB.

### **E. Data protection and confidentiality**

(1) The parties acknowledge and confirm that, with regard to the processing of personal data in connection with the performance and maintenance of the services (the placement of temporary personnel and/or personnel procurement), each party acts independently as a controller within the meaning of data protection laws. In this case they are not joint controllers within the meaning of Article 26 of the General Data Protection Regulation (GDPR). The same applies for any data processing which DIS AG inputs into the Customer's system upon request by the Customer. The use of electronic data processing systems/programmes specified by the Customer for the cooperation requires DIS AG's prior consent. Any transfer of data processing to a third country may only take place if the special conditions laid down in Art. 44 ff. GDPR are met and in accordance with the conditions imposed by the EU Commission and the German supervisory authorities for such a transfer, e.g. a contract including the EU standard contractual clauses as amended.

(2) The personal data exchanged between the parties is to be treated as confidential and must not be passed onto third parties. It is to be used solely for the purpose of the business relationship, i.e. the placement of temporary personnel and/or permanent placement and must not be used for any other purpose. After the fulfilment of the purpose, the termination or the end of the individual contract, the Customer will securely destroy or electronically erase all personal data without delay, unless this is inconsistent with statutory retention periods. In addition, the data protection regulations apply.

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(3) For the purpose of credit checks and credit monitoring, data is exchanged with credit bureaus such as EULER HERMES, Bisnode Germany, Creditreform and Bürgel Wirtschaftsauskunfteien in accordance with applicable laws. The Customer hereby agrees to this.

**F. Final provisions**

- (1) German law applies.
- (2) The place of fulfilment and jurisdiction is the respective location of the instructed branch of DIS AG.