

General Terms and Conditions of HR-Office GmbH

1. VALIDITY OF THE GENERAL TERMS AND CONDITIONS

The business relations between HR-Office GmbH (hereinafter referred to as „HR-Office“) and the Client (together also referred to as „Parties“) are exclusively subject to these General Terms and Conditions („GTC“). Deviating agreements between HR-Office and the Client shall only apply to the extent that they are confirmed in writing by HR-Office and the Client within the scope of the agreements made between them. Otherwise, the validity of deviating or supplementary terms and conditions of the client is excluded, even if HR-Office does not explicitly object to them. These GTC also apply to all future transactions between the Parties to this contract without the need for a new reference to the GTC.

2. SERVICES OF HR-OFFICE

Services of HR-Office within the scope of these GTC are 2.1. the placement of an employee for permanent employment, 2.2. other services and solutions which serve to fulfil the respective order in the area of recruitment.

3. SERVICES OF THE CLIENT

3.1. The Client must ensure that HR-Office has all the information and documents necessary for the provision of the services assumed in good time.

3.2. The Client shall bear the responsibility for the examination of professional or academic qualifications and shall assure themselves or by authorized representatives of the suitability of a candidate presented by HR-Office.

4. REMUNERATION

4.1. The remuneration to be paid by the Client for the services rendered by HR-Office is determined by the fee rates agreed with the Client for the respective order.

4.2. If no remuneration has been agreed upon between the Client and HR-Office pursuant to paragraph 4.1 and if the Client hires a person introduced by HR-Office as an employee within the scope of permanent employment, HR-Office is entitled to a fee based on the following provision: The fee for permanent employment is 30% of the first gross annual salary of the hired applicant. All remuneration components are taken into account when calculating the first gross annual salary. In particular, this includes components that are paid on a non-performance-related and/or performance-related basis. Non-performance-related salary bonuses, such as non-cash benefits (e.g. company car), foreign allowances, housing cost bonuses, or representation allowances are stated at their tax value. A lump sum of EUR

8,000.00 is added to the gross annual salary for private use of a company car. Performance-related salary bonuses, such as management bonuses, bonuses or profit shares, are stated at their normally expected or customary value. Non-cash benefits are stated at their monetary value.

4.3. The Client must inform HR-Office immediately (at the latest 14 calendar days) after the conclusion of the contract in writing that they have hired a person introduced by HR-Office as a permanent employee.

4.4. If within 12 months after introducing a candidate for permanent employment, (a) after the first receipt of documents concerning the employee, (b) after the first date of introduction, or (c) after another form of establishing a first contact, depending on which event occurs first, a person proposed by HR-Office is employed, the fee due pursuant to this clause 4 shall be paid in case of the permanent employment.

4.5. The Client must notify HR-Office in writing of the employment as well as about the details of the arrangements made with the individual hired by the Client (including the amount of the remuneration to be paid by the Client together with additional costs such as travel expenses, etc.) immediately following the conclusion of the employment contract.

4.6. If the Client employs a person introduced by HR-Office as an interim manager or hires them on a permanent basis without informing HR-Office, HR-Office shall be entitled to claim payment of the fee payable pursuant to this clause 4 from the Client. This fee shall become due upon conclusion of the employment contract with the individual introduced by HR-Office; in this respect clause 5.3 shall apply.

4.7. The claim for remuneration of HR-Office according to this clause 4 exists regardless of the position in which the person introduced by HR-Office is employed or deployed at the Client (i.e. in particular also if the person is employed or deployed in a different position than originally proposed by HR-Office).

5. SETTLEMENT, MATURITY AND DEFAULT

5.1. If a permanent position is offered, the services will be invoiced (a) at the time the contract is concluded between the Client and the applicant, (b) in the case of advertisements in print and/or online media at the time of publication/placement, (c) for other services at the time the contract is concluded.

5.2. Invoices must be paid upon receipt of the invoice without deduction. The prices and fees quoted are exclusive of statutory value added tax.

5.3. The payment term is 7 days after receipt of invoice. The right to justify default by means of a reminder remains unaffected. During the period of the Client's default, HR-Office is entitled to charge interest on arrears at a rate of eight percentage points above the base interest rate. The assertion of further claims for damages caused by default shall remain unaffected.

5.4. The Client may only set off against claims that have been accepted by HR-Office or have been legally established.

5.5. The employees of HR-Office are not authorized to accept payments from the Client for HR-Office.

6. PREVENTION OF PERFORMANCE

If HR-Office is not able to provide the services for the Client due to circumstances beyond the control of HR-Office, HR-Office shall be entitled to withdraw from the contract, in which case HR-Office is not liable for damages.

7. TERMINATION

7.1. Each party is entitled to terminate the contract without notice if the other party violates essential contractual obligations.

7.2. HR-Office is also entitled to terminate the contract without notice if (a) the Client is insolvent, (b) the opening of insolvency proceedings on the assets of the Client is applied for, (c) the Client is in default of payment, (d) the Client is in default of acceptance of the services of HR-Office, or (e) the Client does not fulfill his contractual obligations to cooperate.

7.3. In the event of termination, HR-Office is entitled to suspend the performance of the work owed.

7.4. The other rights to which HR-Office is entitled, especially claims for damages, shall remain unaffected.

8. WARRANTY/REPLACEMENT EFFORTS

8.1. If a person introduced by HR-Office for a permanent position at the Client and hired by the client terminates the employment relationship or if the Client terminates the employment

relationship within two months after commencement of work, HR-Office will attempt to find a replacement.

8.2. This does not apply if the termination is caused (a) by the Client as a result of an internal reorganization measure resulting in the position no longer required, the job being cut or similar, (b) as a result of a change in the job description or the task, (c) as a result of other reorganization measures, (d) as a result of the takeover of the Client by another company, or (e) as a result of a merger of the Client with another company.

9. LIABILITY

9.1. Subject to the provision in clause 9.2, the legal liability of HR-Office for damages is limited to the following extent: (a) HR-Office shall be liable for minor negligent violation of essential duties arising from the contractual relationship, limited to the amount of damages typically foreseeable at the time of conclusion of the contract; (b) HR-Office shall not be liable for minor negligent violation of insignificant duties arising from the contractual relationship.

9.2. The aforementioned limitation of liability shall not be applicable in cases of mandatory statutory liability or in the event of the assumption of a guarantee or culpably caused bodily harm.

9.3. HR-Office assumes no guarantee for the suitability of the employees introduced for permanent employment. This applies in particular to the examination of references and qualifications, which is the responsibility of the Client pursuant to section 3.2.

9.4. The Client is required to take reasonable measures to prevent and mitigate damage.

10. OBLIGATION OF SECRECY

HR-Office is obliged to maintain confidentiality regarding all Client information it becomes aware of within the scope of the contractual relationship. Likewise, the Client is obliged to maintain confidentiality about all information regarding HR-Office that they become aware of in the course of the contractual relationship.

11. CANDIDATE DOCUMENTS / RECRUITMENT BY THIRD PARTIES

11.1. The Client is not entitled to disclose knowledge, documents or other information about the persons presented by HR-Office to third parties without prior written consent of HR-Office or to present these persons to third parties. „Third party“ in the sense of this clause 11 is any other natural or legal person or majority of persons than the Client, including companies affiliated with the Client pursuant to Section 15 AktG (German Stock Corporation Act).

11.2. If the Client introduces or otherwise makes known to a third party a person originally introduced to them by HR-Office, the Client is obliged to pay the fee resulting from the corresponding application of clause 4, if this person is employed by the third party.

12. FORCE MAJEURE

Events that are unforeseeable, unavoidable and outside of HR-Office's sphere of influence and for which HR-Office is not responsible, such as force majeure, war, natural disasters or labor disputes, shall release HR-Office from the obligation to perform on time for the duration of these occurrences. Agreed deadlines shall be extended by the duration of the hindrance; the client shall be informed of the occurrence of the hindrance in an appropriate manner. If the end of the hindrance cannot be foreseen or if it lasts longer than two months, each party is entitled to withdraw from the contract. In such a case, there shall be no obligation to pay damages.

14. FINAL PROVISIONS

13.1. Changes and amendments to this contract must be made in writing. Additional agreements shall only be deemed valid if they have been confirmed in writing. This also applies to the cancelation of the written form requirement.

13.2. Should a provision of the contract or of these General Terms and Conditions be invalid or lose its legal validity at a later date, this shall not affect the validity of the contract or of the remaining provisions of these General Terms and Conditions. Rather, the invalid provision shall be replaced by another appropriate provision, to the extent permitted by law, which comes closest to what the parties to the contract have agreed or would have agreed if they had considered the invalidity of the provision. The same applies to the filling of any contractual loopholes.

13.3. The exclusive place of jurisdiction for all disputes arising from the contractual relationship is Wuppertal.

13.4. The law of the Federal Republic of Germany shall apply.

13.5 In case of a discrepancy between the German and English version of the General Terms and Conditions of HR-Office GmbH, the German version (Allgemeine Geschäftsbedingungen der HR-Office GmbH) shall prevail.