

## General Terms and Conditions of JOB AG Personal GmbH

### § 1 Subject matter/execution of the contract

JOB AG temporary workers are available to the hirer at the agreed place of work in accordance with the German Temporary Employment Act, the following General Terms and Conditions and the provisions of the temporary employment contract. JOB AG temporary workers are selected in accordance with the professional requirements profile described by the hirer and are to be deployed by the hirer accordingly. During their assignment with the hirer, JOB AG temporary workers are subject to the hirer's work instructions and work under the hirer's supervision and guidance, whereby no contractual relationship is established between JOB AG temporary workers and the hirer. If the JOB AG temporary worker is assigned other tasks by the hirer or deployed at another place of work, the hirer must inform JOB AG of this in advance.

### § 2 Occupational safety/additional services

The hirer is obliged to ensure that first aid and fire safety measures and facilities are also available for JOB AG temporary workers, to inform JOB AG temporary workers of the accident prevention regulations applicable to its business and the respective workplace before they start work, and to provide them with the safety equipment or protective clothing required for the performance of the respective activity. In cases where JOB AG temporary workers are unable to commence or continue work due to inadequate or non-existent safety equipment, tools or protective clothing, the hirer shall be liable to JOB AG for any damage incurred as a result. JOB AG temporary workers are insured by the German Administrative Professional Association in Hamburg. BGI 5020 and 5021 are part of the contract. The hirer is responsible for complying with these and the general accident prevention regulations and must stop work until the above regulations are followed at the place of work. Accidents at work must be reported immediately to JOB AG and the relevant professional liability insurance association by means of an accident report. A copy of the accident report must be sent by the hirer to the professional association responsible for their business in accordance with § 193 of SGB VII. The hirer is required to give all JOB AG security staff access to the places where JOB AG temporary workers are working. The provision of tools, hardware, software, additional protective equipment and other work equipment by JOB AG is generally not included in the billing rate, but must be agreed upon separately. Corresponding surcharges shall be agreed separately depending on the scope. The same applies to any specific preliminary occupational health examinations that may be required, the obtaining of police clearance certificates and the provision of a jobBox.

### § 3 Termination of the contract

The temporary employment contract may be terminated by either party with five working days' notice, unless otherwise agreed in individual contracts. The notice of termination must be submitted to an authorised representative of JOB AG. JOB AG temporary employees must be informed no later than the penultimate working day. JOB AG is entitled to terminate the temporary employment contract with immediate effect for the following reasons in particular:

- failure to comply with accident prevention regulations by the hirer
- the significant deterioration of economic conditions of the hirer and default of payment by the hirer, in particular towards all other JOB AG offices
- the unethical poaching of JOB AG temporary employees
- cases in which the work performance at the hiring company has become impossible due to strike, lockout, force majeure or other reasons within the meaning of § 323 BGB.

### § 4 Liability

JOB AG temporary workers are neither agents nor representatives of JOB AG. JOB AG shall therefore not be liable for any damage caused by JOB AG temporary workers or for poor performance. JOB AG is only liable for the accurate selection of its temporary workers for the

agreed activity. Liability is limited to damage caused by intentional or grossly negligent breach of the duty of care, as well as to culpable injury to life, limb and health. This limitation of liability also extends to legal representatives and representatives of JOB AG.

### § 5 Accounting

Time sheets must be signed by the hirer on a weekly basis and are legally binding for JOB AG and the temporary worker. All JOB AG invoices are due immediately upon receipt without discount. JOB AG is entitled to charge interest on arrears at a rate of 4% above the respective base rate of the Deutsche Bundesbank in the event of default without specific justification.

JOB AG reserves the right to claim higher damages caused by default.

### § 6 Calculation of overtime and bonuses/tools

Surcharges for overtime, Sunday and public holiday work are invoiced as follows: Overtime: from the 41st hour 25%; Saturday work: 25%; Sunday work: 50%; Work on public holidays: 100%; Night work from 11 p.m. and 6 a.m.: 25%.

Overtime is calculated on a daily basis for temporary employment contracts that begin and/or end during a week. After that, from the 8th hour, an overtime payment of 25% of the hourly rate shall be paid. If a JOB AG temporary worker is employed continuously by the same client, an assignment-related surcharge (increase in the hourly rate) is payable, amounting to 3.5% after three months of assignment, by 1.5% after nine months of assignment and by a further 1.5% after twelve months of assignment. A flat-rate travel allowance is payable for each day of the hire period.

The amount of the travel allowance is subject to individual agreement.

### § 7 Agency fee

(1) If a candidate proposed by JOB AG and the client or a company economically or legally affiliated with the client conclude a contract, the service shall be deemed to have been performed and JOB AG shall be entitled to a fee, provided that the contract is concluded within 12 months of the candidate being proposed, which shall be due immediately. The fee shall also be payable if the contract with the candidate proposed by JOB AG is concluded after the expiry of the placement contract.

(2) The client undertakes to notify JOB AG of the conclusion of this contract within one week of its conclusion and to send JOB AG a copy of the concluded contract, which must include all salary components.

(3) The placement fee amounts to 28% of the future annual gross salary of the placed candidate (m/w/d).

(4) This fee shall also not be waived if the employment relationship between the client and the applicant is terminated, cancelled, disputed or revoked before or shortly after the start of work.

(5) Should the client only request the execution of partial orders from a placement order, JOB AG shall be entitled to invoice these partial orders separately.

### § 8 Agency fee upon acceptance

If the hirer enters into an employment relationship with the JOB AG temporary worker during an existing temporary employment relationship or immediately after a temporary employment relationship, JOB AG shall be entitled to charge a placement fee. The fee is calculated on the basis of the gross monthly salary that the JOB AG employee receives from the client and amounts to 10% of the gross monthly salary for each month of employment from the first day of the assignment until the end of the ninth month of provision

4 gross monthly salaries, from the 10th to the end of the 12th month

3 gross monthly salaries, from the 13th to the end of the 15th month

2 gross monthly salaries and from the 16th to the end of the 18th month

1 gross monthly salary.

If there is no direct chronological connection between the employment relationship between the former JOB AG temporary employee and the hirer and the previous temporary assignment, JOB AG is nevertheless entitled to claim a placement fee if the employment relationship between the former JOB AG temporary employee and the hirer is attributable to the temporary assignment. It is assumed that the employment relationship is attributable to the previous temporary assignment if the employment relationship between the hirer and the former JOB AG temporary worker is established within six months of the last temporary assignment. The hirer is free to provide evidence to the contrary and thereby release themselves from their obligation to pay the placement fee. The amount of the placement fee is determined by the preceding paragraph. Non-working hours are used as working hours for the calculation of the placement fee.

If the hirer enters into an employment relationship of any kind (dependent employment, self-employment or freelance work) with the applicant proposed and/or introduced by JOB AG for temporary employment with the hirer without the applicant having been previously assigned to the hirer and/or without the applicant having previously been in an employment relationship with JOB AG, the hirer shall be obliged to pay a placement fee amounting to 28% of the applicant's agreed future gross annual income with the hirer, including all monthly salaries, Christmas bonuses, holiday pay and all contractually agreed variable salary components.

This provision shall also apply if the employment relationship between the hirer and the applicant and/or JOB AG temporary employee is terminated, cancelled, disputed or revoked before or shortly after the start of work.

#### **§ 9 JOB AG temporary employees**

JOB AG temporary workers are not authorised to perform legally binding actions on behalf of JOB AG or to accept or issue declarations.

#### **§ 10 Compliance**

Our business partners undertake to fulfil and comply with the requirements set out in our Code of Conduct for Business Partners. You can view and download the Code of Conduct from our website (<https://www.job-ag.com/ueber-uns>). These requirements serve in particular to protect international human rights, abolish forced and child labour, eliminate discrimination in recruitment and employment, and promote environmental responsibility.

JOB AG is entitled to request self-disclosure from the business partner on a case-by-case basis regarding compliance with the Code of Conduct for Business Partners.

If a breach of the obligations under the Code of Conduct for Business Partners is suspected, the Business Partner must investigate this possible breach immediately and inform JOB AG of the measures taken to clarify the matter (duty to investigate).

In justified and serious cases, the business partner must disclose the supply chain concerned. If the suspicion proves to be justified and the infringement is such that it cannot be remedied within a reasonable period of time, the business partner shall, if necessary, agree to work with JOB AG to develop a plan to remedy or minimise the infringement and implement it within a jointly agreed timeframe.

In the event of serious violations of the law by the business partner and in the event of serious violations of the provisions set out in this § 9, we reserve the right to withdraw from existing contracts or to terminate them without notice. This applies in particular in cases where a jointly developed plan in accordance with the preceding paragraph does not remedy the situation.

#### **§ 11 Final provisions - severability clause**

The relationship between the contracting parties shall be governed exclusively by the law applicable in the Federal Republic of Germany. The place of performance and jurisdiction for all legal disputes arising from this contractual relationship, as well as its creation and validity, with registered traders is Fulda. Any additions or amendments to these General Terms and Conditions must be made in writing in order to be legally valid. This even applies to the waiver of the written form requirement. Should any provision or part of a provision of these general terms and conditions be wholly or partially invalid, the invalid provision shall be replaced by a provision that comes closest to the economic purpose of the contract.