

## 1. Contractual relations

1.1 DAL makes available to the customer (borrower) its employees temporarily on loan for job performance on the basis of the Temporary Employment Act (*Arbeitnehmerüberlassungsgesetz*; AÜG). These General Standard Terms and Conditions apply to the contract for temporary employee assignment; any conflicting customer terms shall not apply. Commencement of activities by the temporary employees on loan for the customer shall be deemed acceptance of these General Standard Terms and Conditions.

1.2 DAL is the employer of the temporarily assigned employees. These have no contractual relation to the customer. All essential factors pertaining to the vocational activity as well as any new dispositions (e.g. changes in assignment period, working hours and actual work assignment) will be negotiated exclusively with DAL. To the extent possible, DAL will take specific conditions at the customer's facilities and any specific requirements into account. The employees temporarily made available by DAL are not authorized to transact any legal business for and on behalf of DAL.

1.3 Contracts without time restrictions may be terminated by either side in writing with a notification period of seven days. Any notifications of termination by the borrower must be made to DAL; terminations are not effective if they are made only to the employee on loan.

## 2. Terms of assignment and processing

2.1 The customer confirms that his business does not fall under the prohibition on temporary employee assignment (*Arbeitnehmerüberlassungsverbot*) as defined in §1b AÜG.

2.2 The customer also assures that he will not assign the temporary employees on loan to him from DAL to activities falling within the scope of a generally binding collective agreement as defined in § 1 sec 1 of the Employee Dispatching Act (*Arbeitnehmerentsendegesetz*; AEntG) unless this is expressly agreed in writing with DAL.

2.3 The customer will deploy DAL employees exclusively to the stipulated location and for the stipulated activities. The customer will not assign DAL employees on loan to him for cash transports or for debt collection and will expressly release DAL from all claims pertaining thereto. The customer will not make any payments to employees on loan; this includes wages and travel-expense advances.

2.4 In the event the customer violates any of the covenants laid out in 2.1 thru 2.3, the customer is obligated to reimburse DAL for all financial prejudices incurred thereof.

2.5 DAL is authorized to recall employees on loan and to have their work accomplished by other employees with identical qualification and suitability, provided, however, that the customer's legitimate interests are not infringed.

## 3. Accounting, delay in performance

3.1 The customer agrees to audit and endorse at least once per week the work performance schedules presented to him by the employees on loan. In other cases, the work performance schedules submitted to accounting by the employees on loan shall be considered approved by the customer. If the employee on loan failed to present a work performance schedule, DAL shall be notified of such failure inside of two workdays.

3.2 The invoices based on these work performance schedules are due for payment after receipt without any deductions. The hourly rate agreed in the temporary employee agreement (*Arbeitnehmerüberlassungsvertrag*) plus any agreed surcharges (cf. item 3.3) and the legal VAT shall be the basis for calculation. DAL is not obligated to accept bills of exchange or checks. Any acceptance shall be on account of performance; in this case the customer will bear banking charges and tax on bills of exchange. Irrespective of the consequences arising from laws related to bills of exchange or checks, we shall not be liable for delayed presentation, protest, notification or recourse in case of non-payment.

3.3 We will invoice surcharges for required extra work and for shift and night work as well as work on Sundays and holidays on the basis of the pertinent collective wage agreement in the customer's tariff area unless a deviating agreement on this issue has been reached.

3.4 In case of delay in performance, DAL is entitled to charge interest on defaulted payment to the customer's account in amount of 3% over the discount interest rate fixed by the European Central Bank (base interest rate), however at least 5% p.a.. The right to assert further claims for damage caused by delayed performance shall remain unaffected.

3.5 The customer may offset any of his claims against DAL claims only if his counterclaims are undisputed or are legally enforceable.

## 4. Obligation of secrecy

DAL will commit its employees on loan to strict secrecy about our customers' business activities

## 5. Liability for employees, complaints

5.1 The employees on loan will be diligently selected. Nevertheless, the customer is required to convince himself about the qualification and suitability of the employees on loan for the intended job assignment and to make any complaints to DAL.

5.2 If the customer within the first four hours on the first assignment day determines that an employee on loan is not suited for the intended job assignment and insists on being given a replacement of this employee, DAL will not invoice the customer for a maximum of four hours.

5.3 DAL will be liable for proper selection of its employees only as relates to the contractual activities. DAL's liability will therefore be restricted to damages caused by intentional or grossly negligent violation of the recruitment obligations. DAL will be liable at a maximum for the cover limit of the DAL-liability insurance. No further liability is in effect.

5.4 Complaints related to the suitability of DAL employees on loan must be made to DAL on the day they arise. If the complaint is made in due time, DAL is willing to replace the employee on loan by another suited employee.

5.5 Late complaints will not establish any claims to the customer's benefit. The customer in case of late complaint will specifically not have any claim to replacement of the employee on loan by another employee.

5.6 DAL will not be liable if employees on loan are entrusted with financial matters such as cash management, safekeeping and management of cash, securities or other valuables.

5.7 In the event employees on loan by DAL or their effects come to grief or are damaged during their work for the customer or other persons come to grief through our employees during their work for the customer, the customer will hold DAL harmless against any claims asserted by the aggrieved party.

5.8 If and to the extent trade-specific surcharges must be paid to the employee for the duration of the assignment to the customer and DAL failed to calculate these or the particular surcharges are higher than calculated by DAL at the time the contract for temporary employee assignment was concluded and the obligation to pay these (1.) was not evident to DAL according to the customer's information documented in the temporary employee assignment contract on the applicability of a trade surcharge tariff agreement or (2.) is owed to the fact that this documented customer information has changed, then the customer will release DAL from all expenditures arising in this context. This applies specifically to any payment of wage arrears, subsequent social security contributions, penalties or fines based thereupon.

## 6. Accident prevention, occupational safety

6.1 The customer agrees to familiarize the employees on loan prior to commencement of work with the accident-prevention and occupational-safety regulations in effect for his business and for the specific workstations; he will monitor their compliance and workmanship.

6.2 The customer agrees specifically to make available the safety equipment and protective gear prescribed for each job and to monitor their use and to make available to the employees on loan all activities and facilities required for first-aid measures in compliance with "BGV A 5".

6.3 The customer agrees to maintain and equip all devices, appliances and facilities he is obligated to make available to employees on loan and to structure the work processes within his control in a manner enabling the employees on loan to work in compliance with applicable occupational-safety regulations, especially as relates to health protection. To the extent employees on loan in the course of their work at the customer's facilities are subject to chemical, physical or biological phenomena or are engaged in hazardous activities as defined in accident prevention regulations (*Unfallverhütungsvorschrift*) "BGV A 4", the customer will have the employees on loan undergo an occupational health examination prior to commencement of those activities.

6.4 The employees on loan from DAL are currently insured with the *Verwaltungsberufsgenossenschaft Hamburg*. The customer is therefore obligated to immediately inform DAL and the *Verwaltungsberufsgenossenschaft* about any occupational accidents in writing by notice of accident and to send a copy of the notice of accident to the social insurance against occupational accidents (*Berufsgenossenschaft*) competent for his business in compliance with § 193 SGB VII.

6.5 In the event employees on loan justifiably refuse to start or continue their activity at the customer facility owing to defective or non-existent safety facilities, equipment or protective clothing, the customer nevertheless owes payment of the stipulated compensation for the working time in which the employees on loan were available to him.

6.6 To be able to comply with its obligations as employer, DAL will at all times within working periods have access to our employees' jobsites.

## 7. Absence of employees on loan

7.1 In the event employees on loan fail to take up their activity at the customer facility or are absent from work, the customer will immediately notify DAL.

7.2 In these cases DAL will make all effort to make a replacement available. If these efforts fail, DAL will be released from the obligation to make employee on loan available and the customer will be released from the obligation to pay compensation. Neither of the parties has any claims to damages.

## 8. Violation of duties by customer

8.1 DAL is entitled to refuse its performance if the customer fails to fulfill in part or entirely his obligations from this or a prior temporary employee agreement or any other business relation to DAL and DAL has already fixed an appropriate grace period for fulfillment.

8.2 DAL is specifically entitled to terminate the temporary employee agreement for significant cause with immediate effect if

8.2.1 the customer is in arrears with his obligation to pay from this agreement or a prior agreement and has also let an appropriate grace period to make such payment lapse;

8.2.2 the customer fails to fulfill his obligations from the temporary employee agreement or circumstances indicate clearly that fulfillment of the customer's obligations is in jeopardy, especially if a significant deterioration of the customer's financial standing is documented by a petition being filed in bankruptcy or court composition proceedings, by enforcement measures, by bill protest, etc. or if the customer culpably fails to meet his obligations to comply with accident prevention and occupational safety regulations.

## 9. Personnel procurement after prior temporary assignment

9.1 In the event a direct employment contract is signed between a temporarily assigned employee and the customer (borrower) either during the temporary assignment term or within six months after termination of the temporary assignment contract, this shall be considered job recruitment by DAL as notifying broker (§ 652 BGB) subject to commission payment.

9.2 In case of such recruitment, a commission in amount of €4,000.00 plus legal VAT shall be considered as agreed between DAL and the customer during the first three months of temporary employment; starting with the fourth month, such commission shall be €2,500.00 plus legal VAT.

9.3 The fee is due at the time the employment contract between employee and customer is signed.

9.4 In the event such an employment contract is signed immediately upon expiration of a temporary employee assignment of at least six months, DAL will waive its claim to payment of this fee.

9.5 If such recruitment comes about without prior temporary assignment, this shall also be considered job brokerage by DAL as notifying broker (§ 652 BGB) subject to commission payment. The brokerage fee – depending upon trade and qualification – is between 1.5 and 3.0 gross monthly wages/salaries plus bonus and extra pay. The precise amount of brokerage fee for personnel brokerage without prior temporary assignment will be contractually fixed at the time the brokerage contract is signed. In any case, the brokerage fee shall be at least of €4,000.00 plus legal VAT.

9.6 The customer owes the brokerage fee also if the work contract is signed with an enterprise affiliated to the customer as defined in §§ 15 et seq. HGB [German commercial code].

## 10. Escape clause

Modifiable law shall apply alternatively to clauses within this agreement which are in violation of § 305-309 BGB (*German civil code*); if no such legal remedy is available, the following stipulation shall apply accordingly. Should a clause of this agreement be or become invalid for reasons other than those stipulated in § 305 - 309 BGB, this shall not affect the validity of the remaining clauses. An effective clause which comes closest to what the ineffective clause had originally intended shall replace the ineffective clause. This applies analogously to any legal gaps.

## 11. Alterations, amendments, subsidiary agreements

We must confirm in writing all alterations of and amendments to this agreement as well as any subsidiary agreements in order for these to become legally effective.

## 12. Place of performance and jurisdiction

Berlin shall be place of performance and jurisdiction.

This English translation is for information purposes only; solely the German version of these General Standard Terms and Conditions shall be authoritative.