

## General Terms and Conditions (GTC) of the WP Service Solutions GmbH

### Preamble

WP Service Solutions GmbH, hereinafter referred to as "WPSS", is in possession of a licence for the commercial supply of temporary workers in accordance with the German Temporary Employment Act (AÜG), issued by the Federal Employment Agency. These General Terms and Conditions apply to all contracts with companies for the supply of temporary staff and personnel placement both onshore and offshore. Deviations from these terms and conditions require written confirmation from WPSS. Deviating terms and conditions of the contractual partner shall not apply.

### I. Temporary employment

#### § 1 General

1.1 WPSS warrants that it has the necessary authorisation to provide temporary workers.

1.2 WPSS applies a collective agreement of the Federal Employers' Association of Personnel Service Providers (BAP), which applies to the employment relationships of WPSS employees.

1.3 The contract is concluded by written agreement. Subsidiary agreements require written confirmation by WPSS.

1.4 No employment relationship is established between the Client and the leased workers. WPSS remains the employer of the temporary workers.

1.5 WPSS is not obliged to provide labour to a company that is on strike. In the event of strikes, WPSS will inform employees of their right to refuse to work.

1.6 The Client undertakes not to entice away WPSS employees without authorisation. In the event of violations, WPSS is entitled to claim damages.

1.7 If an employment relationship is established between the Client and a WPSS employee during or up to three months after the assignment, a placement fee shall be payable. This amounts to:

- 2 gross monthly salaries if taken on within the first three months,
- 1.5 gross monthly salaries if taken on after three months,

- 1 gross monthly salary if taken on after six months,
- 0.5 gross monthly salary if taken on after nine months.

This commission shall also apply if an employment relationship is established within 12 months of the presentation without prior assignment.

#### § 2 Choice of labour, right to issue instructions, working hours, duty of care

2.1 WPSS provides qualified employees and, if necessary, ensures the smooth replacement of unsuitable employees.

2.2 The Client has the right to issue instructions, but may not interfere with the employment relationship between WPSS and the employees.

2.3 The client undertakes to comply with the Working Hours Act and to instruct employees on safety and health hazards.

2.4 The client shall take measures to protect against discrimination.

2.5 The Client shall inform employees of vacancies and grant access to common facilities under the same conditions as its own employees.

#### § 3 Liability

3.1 WPSS is only liable for the selection of employees, not for their work performance.

3.2 WPSS's liability is limited to wilful and grossly negligent fault in selection.

#### § 4 Accounting, time sheets

4.1 The basis for invoicing is the countersigned time sheets. Objections must be raised in writing within 7 days.

4.2 Wage increases lead to a proportional adjustment of the hourly rate.

## **§ 5 Payment**

5.1 Invoices are due immediately. In the event of late payment, interest shall be charged on the claim in accordance with § 288 BGB.

## **II Other service contracts**

### **§ 1 Subject matter of the contract**

WPSS provides services in the areas of technology, HSE, QA, QM, consulting and management. Details are specified in writing.

### **§ 2 Participation**

2.1 The Client shall support the activities of WPSS and provide the necessary prerequisites free of charge.

### **§ 3 Remuneration**

3.1 The remuneration is invoiced monthly and is due within 7 days.

### **§ 4 Property rights, right of use**

4.1 WPSS grants the Client an unrestricted right to use the work results.

## **III Recruitment**

### **§ 1 Principle**

WPSS places personnel exclusively on behalf of employers.

### **§ 2 Conclusion of the contract**

2.1 The agency contract is concluded by commissioning and confirmation.

2.2 WPSS proposes suitable candidates, but accepts no liability for the accuracy of the information provided.

### **§ 3 Commission claim**

3.1 In the event of a successful placement, a commission claim in the amount of 25% of the agreed annual gross salary shall arise.

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