

1. Labour leasing

The company ARWA Personaldienstleistungen GmbH (hereinafter ARWA) leases workers to the customer for temporary work on the basis of the Personnel Leasing Act (*Arbeitnehmerüberlassungsgesetz, AÜG*) of 7 August 1972 as amended. These general terms and conditions (GTC) are the basis of all agreements between ARWA and its customers.

ARWA employs the workers, who have no contractual relationship with the customer. ARWA pays the employer's share for pension insurance, unemployment insurance, health insurance, and care insurance. All essential features of the work to be undertaken as well as any new assignments are to be agreed exclusively with ARWA, with ARWA taking the special circumstances of the company and the wishes of the customer into account as far as possible.

2. Equal pay, maximum duration of leasing, revolving door clause, obligations of the customer

The customer undertakes, pursuant to the provisions of section 8(3) AÜG ("Revolving Door Clause"), to check, before employing any new temporary worker, whether that worker was employed by the customer itself or by any of customer's affiliated companies within the meaning of section 18 of the German Stock Corporation Act during the six months preceding the leasing. If this is the case, the customer must immediately notify ARWA of such prior employment and reject the worker.

The customer must also inform ARWA if the assigned worker has previously been employed by the customer through another temporary employment agency in the last four months.

After nine months of assignment, the employee is entitled to equal pay if no sectoral agreement on supplements (*Branchenzuschlagstarifvertrag, TV BZ*) applies. Upon request, the customer shall inform ARWA in advance, in writing and with clear reference to the respective labour leasing contract, of the components the customer includes in the remuneration of comparable regular employees. Benefits in kind provided in the customer's company shall be made available to the temporary worker in the same way from no later than when equal pay provisions apply. One-off payments such as a Christmas bonus, additional holiday pay or recurring monthly payments such as family allowances, child allowance, etc. will be charged to the customer with the corresponding calculation factor if the customer makes this payment to customer's workers.

Subject to the collective agreements in force at the customer's company, or any works agreements adopted on such basis, which may provide for a different maximum leasing period, the maximum leasing period permitted by law has been limited to 18 months since 1 April 2017. The customer shall inform ARWA proactively of any existing deviations in customer's company and provide evidence.

3. Billing / due date

The customer shall review the records of time worked by the workers (time sheet), regardless of how the time sheets are kept.

The customer must stamp and sign the workers' time sheets.

If the customer uses or wishes to use electronic time sheets, it is sufficient to submit or transmit such electronic time sheets electronically.

With submission or when electronically providing/transmitting the time sheets to ARWA, these are deemed to have been approved by the customer.

If the customer does not confirm or transmit the time sheets, ARWA is entitled to charge a daily working time in accordance with information provided by the employee. The customer may demonstrate a shorter period of employment, if applicable. This shall not affect the rules on length of employment.

The remuneration of ARWA is due for payment upon receipt of the invoice. The customer will be in default if the invoice amount is not received in ARWA's business account within ten calendar days of receipt of the invoice. No prior demand for payment is required. In

case of default, the customer owes default interest of nine percentage points above the base interest rate (section 288(2) German Civil Code (*Bürgerliches Gesetzbuch, BGB*)).

If the customer is in default with all or part of the remuneration payment, any remuneration for all hours not yet invoiced, but the performance of which has already been acknowledged by the customer on the proof of work, shall be payable immediately. ARWA shall be entitled to refuse to provide services in the event of non-performance by the Client.

Any offsetting against counterclaims or the assertion of a right of retention are excluded, unless the claims have been recognised in writing or have been legally established. ARWA's temporary workers are not entitled to debt collection.

Irrespective of other agreements regarding payment, correction invoices, irrespective of their reason, are due for immediate payment.

ARWA is entitled to adjust the leasing fee if there are changes in the cost situation. This presupposes that only the new cost situation is taken into account for the adaptation, as may arise, for example, due to an increase of wages under the DGB-GVP collective agreement, through the application of a newly effective or hitherto not relevant sectoral agreement on supplements or through amendments to equal pay. The above shall also apply if the work carried out becomes subject to the minimum wage or if the minimum wage increases (see section 2(4) AÜV).

4. Liability / Warranty

ARWA shall not be liable for slight negligence when selecting the employee, except in cases where this leads to injury to life, body or health. In the latter cases, ARWA shall only be liable for foreseeable damage typical for the contract, this applies both to the extent and the amount of the damage.

In the case of moderate and gross negligence, ARWA's liability for selection of the employee is limited to the foreseeable damage typical for the contract, this applies both to the extent and the amount of the damage. This applies except in cases where the selection of the worker leads to injury to life, body or health.

Furthermore, ARWA's liability for the actions of the assigned employee is extensively excluded.

The customer shall indemnify ARWA against any claims that third parties may assert in relation to the execution and performance of the work delegated by the customer. Not covered by the above provision are claims based on intentional or grossly negligent conduct on the part of ARWA.

The customer shall indemnify ARWA against all outstanding claims resulting from the following breaches of duty:

- an incorrect determination of sectoral affiliation
- an assignment to another establishment
- a failure to check and employment of an employee in accordance with section 2 of these GTC
- if a *TV BZ* is applicable, indicating an incorrect comparison wage or omitting the notification of changes to the comparison wage
- if a *TV BZ* is applicable, a missing or erroneous notification of deviating operational agreements
- in case of failing to comply with further checking and notification obligations of the customer in accordance with clause 2 of these GTC

5. Right to issue instructions / complaint / replacement

The customer shall be entitled to instruct the worker on the specific nature of the work and to supervise its execution. The customer must explain the work before the start of work.

The employees of ARWA are to be assigned exclusively to the activities specified in the employment contract or the subsequent specification and exclusively in the company to which the employee is leased. Any amendment requires the prior consent of ARWA.

According to the *AÜG*, the customer is responsible for instructing, monitoring and supervising the leased workers in accordance with the contract.

Both parties may de-register employees of ARWA by giving five days' notice. This shall not affect the validity of any employee leasing contract that was concluded.

The customer is obliged to confirm that the employee assigned to the customer is suitable for the intended activities and to notify ARWA of any complaints without delay.

If a worker does not take up their assignment with the customer, or does not continue their assignment at a later point, or if the customer finds that a worker does not meet the agreed requirement profile and reports this to ARWA within the first four working hours of the first day of assignment, ARWA may replace the worker with a suitable worker. ARWA does not charge the customer for these no more than four working hours. If ARWA cannot or does not wish to complete this replacement, ARWA may terminate such individual lease with immediate effect. In this case, ARWA will be released from the specific leasing obligation. This shall not affect the validity of the employee leasing contract that was concluded.

When leasing employees on the basis of a framework contract for leasing employees, ARWA is granted a unilateral right to determine performance within the meaning of section 315 *BGB* as to how many employees are to be leased at what time and for what period. This right to determine performance may be exercised repeatedly. This right to determine performance shall be exercised in writing. The customer may object to the determination of performance. The right of objection shall be exercised at equitable discretion.

6. Personnel deployment / industrial action

The customer shall ensure that: If the facility of the customer is subject to industrial action, this facility may not allow temporary workers to work in the establishment, contrary to the provisions of section 11(5) of the *AÜG*. This also applies to industrial action initiated by member unions of the DGB collective bargaining association and also to workers already deployed before the industrial action began. According to this, the temporary worker is not employed in the facilities or parts of facilities that are affected by industrial action undertaken in due form. In these cases, ARWA is not obliged to make employees available. The customer shall immediately notify ARWA of ongoing or planned industrial action.

7. Overtime / additional payments

The customer will ensure that any necessary official approval is granted for overtime and work on Sundays. In addition, the customer informs ARWA of the exceptional reasons for overtime.

8. Occupational health and safety agreement

ARWA is a member of *Verwaltungs-Berufsgenossenschaft*. ARWA is supported by *ias Aktiengesellschaft* regarding safety and by *Werksarztzentrum Deutschland GmbH* regarding occupational medicine.

According to section 11(6) *AÜG*, the activity of workers is subject to the public law provisions of occupational safety law applicable to the operations of the customer; the obligations of the employer arising therefrom are incumbent on the customer, without prejudice to the obligations of ARWA. The customer must ensure that ARWA employees are only assigned activities and are employed at workplaces that have been subjected to a risk and stress assessment in accordance with sections 5 and 6 German Occupational Safety and Health Act (*Arbeitsschutzgesetz, ArbSchG*). The customer must ensure and continuously confirm that all accident prevention and occupational safety regulations in force at the workplace are complied with. In addition, ARWA and its agents must be granted access to the facility during the working hours of the leased workers in order to comply with their obligations as employer.

In particular, the following occupational health and safety provisions are agreed between the contracting parties:

a) Personal protective equipment (PPE):

Workers are provided with safety shoes and work clothes. Further necessary or appropriate PPE must be provided by the customer. If this is not possible, ARWA must be informed before work commences so that ARWA can equip the employees accordingly.

b) First aid:

First aid facilities and measures are provided by the customer.

c) Occupational health care:

The customer undertakes to inform ARWA whether the workplace poses health risks and whether preventive screenings are necessary as a result. ARWA then arranges for such screenings to be performed. The customer can also carry out necessary preventive screenings after consultation. In such cases, the customer must hand over copies of the medical certificates of the occupational health screening that ARWA arranged for.

d) Safety training at the place of work:

The customer must fully train the workers regarding the specific hazards of the workplace and of the measures to be taken to prevent risks before work begins. This training must be documented by the customer.

e) Accident notification:

Work accidents must be reported to ARWA immediately and are to be investigated jointly. The customer guarantees the security officer and the security personnel of ARWA or their representatives free access to all work locations.

The customer must send a copy of the accident report to the competent professional liability association immediately. The actual accident notification according to section 193(1) Social Security Statute Book (*Sozialgesetzbuch, SGB*) VII is made by ARWA.

9. Transfer of workers

A transfer occurs when the customer or a legally or economically affiliated company enters into an employment relationship with the employee of ARWA during the period of the labour leasing contract. A transfer also occurs if the customer or a legally or economically affiliated company enters into an employment relationship with the worker within six months of the end of the leasing, but within no more than twelve months after the start of the leasing. In this case, the customer reserves the right to prove that the employment relationship was not concluded on the basis of the previous leasing.

A transfer also occurs when the customer or a legally or economically affiliated company enters into an employment relationship immediately after contact to the applicant was mediated by ARWA and before the applicant is leased to the customer.

Decisive for the start of the employment relationship between the customer and the worker is not the date on which work starts but the date on which the employment contract is concluded.

The customer is obliged to inform ARWA if and when an employment contract has been concluded. In the event of a dispute, if ARWA provides evidence of the existence of an employment relationship between the customer and the worker, the customer bears the burden of proving that an employment relationship has not been entered into.

In the cases referred to in subsections 1 and 2, the customer shall pay ARWA a brokerage commission. Fixed-term employment contracts are subject to commission payments to the same extent as permanent employment contracts. The brokerage commission amounts to 2.5 times the gross monthly salary if the temporary worker is transferred directly without prior assignment.

Otherwise, the brokerage commission amounts to

- in case of a transfer within the first three months following assignment, two gross monthly salaries,
- in case of a transfer within the fourth to sixth month following assignment, 1.5 times the gross monthly salary,
- in case of a transfer within the seventh to ninth month following assignment, one gross monthly salary,

- in case of a transfer within the tenth to twelfth month following assignment, 0.5 times the gross monthly salary.

The commission is calculated on the basis of the gross monthly salary agreed between the customer and the employee. The customer shall provide ARWA with a copy of the signed employment contract. In the event of interruptions of the assignment, the start of the last assignment before the start of employment shall be decisive. The commission is payable plus the statutory value-added tax. The commission is payable within 14 days after receipt of the invoice.

If the employee works for the customer on the basis of a freelance employment contract or a contract with a self-employed person, the above provisions shall apply *mutatis mutandis* with the proviso that instead of the gross monthly salary the monthly fee agreed between the customer and the employee forms the basis of the calculation.

ARWA shall also be entitled to the brokerage commission in accordance with the above provisions if ARWA has terminated the employment relationship with the employee and the employee is subsequently employed by the customer or by a legally or economically affiliated company within the meaning of the above provisions.

10. Personnel placement

ARWA agrees to find and select suitable staff for permanent employment for the customer. Basis is the request profile submitted by the customer.

ARWA identifies suitable candidates, contacts them and makes corresponding suggestions to the customer. On request, ARWA will coordinate interview appointments between the customer and the nominated candidates.

All information on candidates provided by ARWA is based on information provided by the candidates themselves or by third parties. ARWA accepts no liability for accuracy and completeness of the information.

The brokerage commission amount depends on the personnel placement agreement and consulting contract concluded between the customer and ARWA.

11. Data protection

The customer is given access to personal data as part of the implementation of the contractual relationship. In particular, this includes information on proposed or leased employees of ARWA who are organisationally entrusted with implementing the contractual relationship. The customer undertakes to process all personal data transmitted to the customer by ARWA or which the customer otherwise collects about workers of ARWA exclusively for the purpose of carrying out the contractual relationship with ARWA, and to comply with all data protection regulations. The customer must comply with appropriate instructions from ARWA regarding the handling of such personal data that are used to comply with the data protection

regulations. In particular, personal data shall be deleted immediately if the purpose of the legal basis for their processing no longer requires further storage and if there are no other legal obligations for storing them further.

If the customer wishes to process the data for another permissible purpose, the customer will not only inform the data subject, but also ARWA. The information of proposed workers not selected by the customer must therefore be deleted immediately after rejecting them. Furthermore, the customer undertakes to take all technical and organisational measures to ensure the principles of data protection, in particular data safety. If the customer becomes aware that personal data of workers from ARWA were available to unauthorised third parties, the customer shall notify ARWA immediately and coordinate the measures to be taken with ARWA. The provisions on data protection shall not affect any further obligations arising from any agreements on secrecy between the contractual partners.

With regard to the processing of personal data of employees, the parties are not processors, but either independent or, if they jointly determine the purposes and means of processing, data controllers within the meaning of Art. 4 No. 7 and Art. 26 GDPR. The parties have agreed their respective obligations, in particular with regard to information obligations, data subject rights as well as reporting and notification obligations in case of data breaches, in a separate data protection agreement.

12. Termination

In addition to the termination options provided for in the contract, the labour leasing contract may be terminated in accordance with section 314 BGB (for cause). Reasons for immediate, extraordinary termination in particular include:

- exceeding the agreed payment deadline by more than one month despite demand for payment
- a repeated violation of the checking and notification obligations in accordance with section 2 of this contract
- if a TV BZ is applicable, the incorrect determination of sectoral affiliation by the customer
- if a TV BZ is applicable, indicating an incorrect comparison wage or omitting notification of any change to the comparison wage

13. Final provisions

General terms and conditions of the customer are excluded.

The exclusively applicable law is the law of the Federal Republic of Germany. Place of jurisdiction for both parties is Mainz.

Amendments and/or supplements to this agreement must be agreed at least in writing in order to be effective. There are no oral ancillary agreements.

Should individual provisions of the contract be invalid, the validity of the remaining provisions of the contract shall not be affected.

Authentication

As a translator for English, duly sworn and publicly appointed by the President of the Regional Court of Landshut, I hereby certify:

The above translation of the document in German language, the original of which was presented to me, is true and complete.

Alexandra Seitz

Landshut, 04 February 2026