

General Terms and Conditions for Purchase of Akkodis Business Unit Germany for Engineering- and Development Services

1. General Points • Scope

1.1 These General Terms and Conditions for Purchase of Akkodis Business Unit Germany for Engineering- and Development Services (GTC Engineering) apply to the Akkodis companies of the German business unit. The Akkodis company concluding the contract in each case is hereinafter referred to as "Akkodis".

1.2 These GTC Engineering shall be applicable on an exclusive basis; any Contractor's terms and conditions contrary to or in addition to or in deviation from these provisions shall not be recognized by Akkodis unless they have been expressly approved by Akkodis in writing. These GTC Engineering shall also apply if Akkodis is aware of conflicting, supplementing or deviating Contractor's GTC and if it has accepted the Contractor's services without reservation.

1.3 Any arrangements concluded between Akkodis and the Contractor for the implementation of the underlying contract shall be specified in this agreement in writing; there are no supplementary verbal agreements.

1.4 Akkodis' GTC Engineering shall only apply in relation to businesspersons, legal entities under public law and public law special funds as defined in the German Civil Code (Bürgerliches Gesetzbuch, BGB) section 310 subsection 1.

1.5 Under an ongoing business relationship these Akkodis GTC Engineering shall also apply to all future business with the relevant Contractor.

1.6 These GTC Engineering also apply to any subsidiaries of Akkodis Business Unit Germany; this does not apply if a subsidiary of Akkodis expressly excludes the applicability of these GTC Engineering in writing.

2. Call-Off • Order • Call-Off and Order Documents

2.1 The object of this agreement is the delivery of services based on orders issued by Akkodis to the Contractor, based on these GTC Engineering. The Contractor shall work for Akkodis within the specified service period as detailed in the service specifications and shall ensure that its performance does not exceed this period.

2.2 Call-off orders regarding concluded framework service contracts must be made in writing in order to be valid. Akkodis' call-off orders are binding as defined in the German Civil Code section 145. The contract is concluded with receipt of the countersigned call-off order within the acceptance period. Akkodis may revoke the call-off order after expiration of the acceptance period.

2.3 Moreover, single service contracts shall be formed electronically on the Akkodis-Supplier-Portal (e-procurement system). In this case Akkodis' binding order is formally valid in text form as defined in the German Civil Code section 126b and will be sent via the Akkodis-Supplier-Portal as pdf file and the contract will be concluded by clicking the acceptance-button within the acceptance period. Akkodis may revoke the order after expiration of the acceptance period.

2.4 Akkodis reserves ownership rights and copyrights in respect of all illustrations, drawings, calculations and other documents; such documents shall not be shared with third parties without Akkodis' express written permission. They shall be used exclusively for services ordered by Akkodis; once the ordered services have been delivered, such documents shall be returned to Akkodis without the need for a request. Confidentiality shall be kept towards third parties in respect of such documents, subject to the additional provisions detailed in clause 12.1.

3. Payment • Content of Invoices • Terms of Payment

3.1 Payment shall be exclusively and bindingly subject to the hourly/daily rate specified in the order, but not the total (net total) specified therein. The payable amount shall be invoiced according to the services performed and shall be based solely on an electronic service record submitted by Contractor on the Akkodis-Supplier-Portal. Akkodis' project manager/cost centre manager must confirm the validity of the e-service-record. Section 616 of the German Civil Code is hereby waived.

3.2 Akkodis generally pays the daily rate for 8 working hours; additional working hours per day cannot be invoiced. If services of less than 8 hours are rendered, the daily rate is reduced on a pro rata basis.

3.3 The payable amount detailed in the purchase order does not include VAT, which shall be specified by the Contractor separately in the invoice at the relevant rate stipulated under the relevant VAT legislation.

3.4 Travel times, i.e. the time taken for journeys between the Contractor's place of business and a place of performance specified by Akkodis, shall not be remunerated unless otherwise agreed in writing.

3.5 Unless otherwise agreed in writing, payment shall include travel as far as the relevant place of performance and other incidental expenses.

3.6 After the performance of the services, the Contractor's payment claim shall not become due until a legally compliant invoice has been issued as specified in the German VAT Act (Umsatzsteuergesetz, UStG), sections 14 and 14a.

3.7 Invoices can only be processed if Akkodis has received the original signed call-off order from the Contractor. Respectively the conclusion of contract has to be documented on the Akkodis-Supplier-Portal. Further the Contractor has to deposit the e-service-record. Moreover, Contractor's invoice – as specified in Akkodis' order – has to include the bill-to party specified therein, the purchase order number/call-off order number, the purchase order date/call-off order date and the actual service recipient and the responsible department. Invoices shall be sent to the bill-to party specified by Akkodis. Any consequences resulting from non-compliance shall be the Contractor's responsibility, unless the latter can provide evidence that it bears no responsibility.

3.8 Akkodis shall be entitled to a right of retention regarding the full invoice amount (net amount plus VAT), until Akkodis receives an invoice in accordance with the specifications in clause 3.6 and 3.7. However, Akkodis shall inform Contractor of the non-compliant invoice and Akkodis shall demand a compliant invoice.

3.9 After performance of the services Akkodis shall make the relevant payment within 30 days of receipt of invoice unless otherwise agreed in writing.

3.10 Akkodis shall be entitled to its statutory rights of offset and retention.

4. Service Time Frame • Delay • Subcontractors

4.1 The service period specified in the order for the delivery of services and the relevant service time specified for this purpose are binding.

4.2 The Contractor undertakes to notify the contacts specified in the purchase order immediately by phone and in writing if circumstances occur or if it realizes that the agreed time frame or service time cannot be observed.

4.3 If the Contractor does not start with the performance of the services on the agreed date, then Akkodis shall be entitled to all-inclusive damage compensation of 1% of the order value per completed week, albeit no more than 10%; Akkodis reserves the right to assert further legal rights and claims in the event of delay. The Contractor shall be entitled to prove to Akkodis that a given delay has caused no more than minor loss or none at all. If Akkodis claims damage compensation, the Contractor shall be entitled to prove that it is not responsible for a violation of duties.

4.4 Clause 3.4 shall apply by analogy if the Contractor has exceeded a binding date of submission or completion.

4.5 The Contractor shall not engage subcontractors for the fulfilment of the contract without written consent from Akkodis.

5. Service Record

5.1 Akkodis' project manager/cost Centre manager shall confirm a perfectly executed service within a reasonable period of time; in evidence thereof, unless otherwise agreed in writing, the Contractor shall accept the e-service-record confirmed by Akkodis on the Akkodis-Supplier-Portal.

5.2 The Contractor undertakes to ensure that each e-service-record is correct and confirmed by Akkodis before issuing an invoice; if the Contractor fails to do so, then the resulting delays in processing shall not be the responsibility of Akkodis.

6. Contact Person

In its order Akkodis shall appoint a technical contact (project manager) and an operational manager (buyer). Observance of contractual performance shall be monitored and documented by the project manager. All the Contractor's questions on the processing of ordered services may also be dealt with by the buyer as a contact.

7. Contractor's Staff

7.1 The Contractor shall only employ skilled staff to ensure on-time and compliant contractual fulfilment. If the Contractor's staff members need to be replaced for reason within a given person as an individual, then the Contractor cannot derive any rights to an extension of the deadline or any damage claims.

7.2 If the ordered service is not performed on the Contractor's own outdoor or indoor premises, the Contractor undertakes to ensure that its staff will observe the relevant house rules and safety and security regulations and that they shall comply with all internal instructions issued by the Akkodis project manager. In case of violations and infringements against such instructions, Akkodis may ban the relevant Contractor's staff members from its premises and may require the Contractor to replace such persons with different staff.

7.3 Contractor's staff may only enter Akkodis' indoor or outdoor premises for the fulfilment of ordered services. No access shall be granted to individuals who have not been appointed by the Contractor for the performance of ordered services.

7.4 Contractor's staff shall not be permitted to use Akkodis facilities or equipment unless they have been expressly permitted to do so by the Akkodis project manager.

8. Akkodis' Information Requirement • Quality Management

8.1 Whenever requested by Akkodis, the Contractor shall grant Akkodis full access to the available working results and shall provide the same with any other details required for information purposes; furthermore, whenever requested, the Contractor shall also grant access to Akkodis' representatives to premises where ordered services are performed provided that this is done during the Contractor's normal working hours.

8.2 To ensure process and performance quality the Contractor warrants that he applies certified quality management systems (e.g. ISO 9000 et seq). This also applies for the achievement of

adequate information security (confidentiality, integrity and availability of Akkodis information and data of all kinds) by the given warranty of the actual state of art technology and appropriate organizational measures. In this regard the customer is entitled to carry out audits at the contractor concerned. Information security incidents which have or may have a direct or indirect impact on Akkodis must be reported immediately to Akkodis (via Security-germany@akkodis.com).

9. Liability

9.1 Akkodis shall be entitled to unrestricted legal rights and claims arising from non-fulfilment, poor performance and impossibility of performance; in the event of non-fulfilment Akkodis shall be entitled, but not obliged, to claim subsequent performance in respect of the promised services from the Contractor. Akkodis expressly reserves the right to damages alongside performance and the right to damages in lieu of performance or reimbursement of money spent unnecessarily.

9.2 The Contractor shall be liable for all injury or damage caused by its staff to Akkodis, irrespective of the level of care taken by the Contractor in the selection of staff and in instructing the same.

10. Liability Insurance

10.1 The Contractor shall maintain professional liability insurance / employer's liability insurance with at least € 2,500,000 coverage per claim for injuries and property damage and € 500,000 for financial loss; if Akkodis is entitled to further reaching damage claims, then such claims shall not be affected. The Contractor shall maintain liability insurance beyond the term of the contract for at least another 6 months.

10.2 The Contractor undertakes to keep informed about the liability risks involved in conducting the relevant project and to ascertain whether it is sufficiently insured or whether a project-specific professional or employer's liability insurance with suitable coverage may be required.

10.3 If requested, the Contractor shall submit proof of cover in respect of such insurance to Akkodis; until proof is provided Akkodis can refuse the offered services without getting into default of acceptance.

11. Industrial Property Rights

11.1 The Contractor shall ensure that no third-party rights are violated within the European Union in connection with its services.

11.2 If a claim is made to this effect on Akkodis, then the Contractor undertakes to indemnify Akkodis from such claims upon the first written request; Akkodis is not entitled to conclude agreements with third parties unless it has the Contractor's consent; in particular, Akkodis is not permitted to conclude a settlement.

11.3 The Contractor's obligation to indemnify Akkodis refers to all expenses that are necessarily incurred by Akkodis from or in the connection with a third-party claim.

12. Confidentiality • Advertising Ban

12.1 The Contractor shall maintain strict confidentiality on all illustrations, drawings, calculations and other documents and details received from Akkodis. Such material shall only be disclosed to third parties upon obtaining express consent from Akkodis. This confidentiality commitment shall continue beyond the termination of this agreement; it shall expire if and when the manufacturing expertise contained within the documents and details given to the Contractor has entered the public domain, but no later than 5 years after the underlying contract has been signed by the last of the parties.

12.2 The Contractor shall not refer to Akkodis as a business partner in information and advertising material unless it has Akkodis' express written consent to do so; the Contractor is liable towards Akkodis for any damage arising from activities exceeding its authorities in this matter.

13. Use of Results

The Contractor shall transfer to Akkodis the ownership of all written project results arising through the performance of services, covering both the creation of such results and each stage of processing. The Contractor shall thus continue to keep the items owned by Akkodis until the hand-over / acceptance of the service. As soon as work has been created that is protected by industrial property rights or by copyright, the Contractor shall transfer to Akkodis the complete, irrevocable and unlimited usufruct on such work, including the accompanying documents. Akkodis' usufruct includes, in particular, the rights to duplicate, modify and combine the results and the right to grant usufruct to third parties.

14. Non-Solicitation Commitment

14.1 If Akkodis uses the Contractor on its customer's premises, then the Contractor shall refrain from entering into direct or indirect contractual relationships with such customers both during deployment and for a period of two years upon termination of the work in cases where such relationships would involve activities under the customer project previously handled by Akkodis. In cases where companies do not meet EU criteria for small and medium-sized enterprises (SMEs) (i.e. workforce less than 250, turnover less than or equal to € 40 million, balance total max. € 27 million) and also in the case of groups of companies, the non-solicitation commitment shall only apply to the relevant project organizer, i.e. the department that has the primary responsibility for the relevant project. In such cases the non-solicitation commitment shall by no means be applicable to the entire company or group of companies. Neither shall the non-solicitation commitment apply to cases where there are already demonstrable contacts with the relevant lead department.

14.2 Each violation against legitimate non-solicitation interests of Akkodis shall incur a contractual penalty of € 10,000, although this penalty shall be limited to 10% of the relevant order volume, while reserving the right to assert further statutory claims and rights.

15. Confidentiality

15.1 The parties and their vicarious agents undertake to treat confidentially the conclusion, content and performance of the services offered as well as all information and documents they receive from the respective other party and undertake to use the information and documents only for their own operational purposes and within the scope of the respective purpose of the contract. The Contractor further undertakes to impose this duty of confidentiality on any product manufacturer and/or user who assists in an advisory capacity or in any other way in connection with the performance of the services or who provides any equipment or components required for the performance of the services.

15.2 The confidentiality obligation does not apply to information which was demonstrably already known in advance, which was or is lawfully disclosed or made accessible by third parties, which is generally known or accessible or becomes generally known or accessible through no fault of the respective other party, which was demonstrably developed within the scope of its own independent developments or which must be disclosed due to statutory provisions or official orders.

16. Term • Ordering Party's Right of Termination

16.1 The contractual relationship shall terminate automatically through the achievement of its purpose (i.e. conclusion of the project), albeit no later than the termination of the binding service period set for the performance of services; this provision shall apply without prejudice to clauses 11 and 15 and without prejudice to the routine dismissal. The terminating party has to give the written notice of dismissal by the third workday (Monday-Friday) of the month to take effect on the end of the month.

16.2 If the parties have concluded a work contract as defined in the German Civil Code section 635, Akkodis may cancel the contract at any time until the completion of the work, without specifying

a deadline and without giving reasons. If Akkodis cancels, the Contractor shall be entitled to receive payment for any services rendered up to that point, including any imputed profit in relation to those services.

17. Contractual Penalty

If the Contractor refrains from the performance of the service after the conclusion of the contract, terminates the contract or withdraws, Akkodis shall be entitled to demand the agreed remuneration, less the expenses saved as a result of the cancellation of the contract. In this case, it shall be presumed that Akkodis is entitled to at least a share of 15% of the agreed remuneration attributable to the part of the service not yet performed.

18. Compliance

18.1 Akkodis places high demands on itself and its contractual partners with regard to compliance with applicable laws and guidelines in all business activities and supply chains. Consequently, Akkodis has adopted a Code of Conduct as a sustainable self-commitment for rule-compliant behaviour, which is available on its homepage. However, Akkodis does not only demand compliance with laws and guidelines from itself and its own employees, Akkodis also expects corresponding behaviour from all contractual partners within its local and, as far as possible, global supply chain. In this respect, Akkodis expects its contractual partners to comply with all laws and regulations concerning themselves and the contractual relationship with Akkodis and their (sub-)suppliers and not to allow or refrain from any actions that have or could have criminal relevance.

18.2 In the event of violation of the above, Akkodis has the right to immediately withdraw from or terminate all legal transactions existing with the Contractor and the right to cancel all negotiations. The above notwithstanding, the Contractor is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with Akkodis.

19. Place of Jurisdiction • Place of Performance

19.1 The exclusive place of jurisdiction for all disputes arising from or in connection with this legal relationship is for both parties to the contract the one to whom the contracting Akkodis company has its registered office, if this company is a German company; otherwise, the exclusive place of jurisdiction is Stuttgart.

19.2 The laws of the Federal Republic of Germany shall apply, with exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

19.3 Unless otherwise stated in the offer or order confirmation of Akkodis, the place of business of the contracting Akkodis company shall be the place of fulfilment.