

General terms and conditions

of Staff Direct GmbH, Agnes-Pockels-Str. 17, 40721 Hilden

represented by the Managing Director Jennifer Jansen

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Preamble

Staff Direct GmbH ("Staff Direct") specializes in, among other things, staffing services related to events, fairs, and other functions. Staff Direct holds a permanent permit for employee leasing, issued by the Bundesagentur für Arbeit (German Federal Employment Office) Düsseldorf on 02/18/2020.

Staff Direct operates an online service under the domain www.staff.direct, through which interested parties (hereinafter referred to as "Customers") have the opportunity to request temporary staff. After examining the request, Staff Direct forwards it to its registered users; these are carefully selected users who have been tested for the necessary professional qualifications. The Customer then receives an offer including the hourly rates and the estimated total costs by e-mail. After the users who match the profile in question have informed us of their availability, the Customer receives a further e-mail including relevant information as well as a hyperlink leading to a selection of the profiles of the available users. The offer is limited in time, the exact period of which is also communicated to the Customer in this e-mail.

The German Law on Temporary Employment (Arbeitnehmerüberlassungsgesetz = AÜG), the employee leasing contract and these General Terms and Conditions constitute the legal framework for all employee leasing agreements.

§ 1 Scope of application

1. 1.1 These General Terms and Conditions ("GTC") apply to the entire business relationship between Staff Direct and the Customer.
2. 1.2 Customers as defined in these General Terms and Conditions are exclusively entrepreneurs (B2B). The offers of Staff Direct are exclusively directed at customers aged 18 and over and are regarded as entrepreneurs, i.e. in particular in the fields of industry, commerce, crafts and trade.
3. 1.3 An entrepreneur as defined by these General Terms and Conditions is a natural or legal person or a judicable partnership that is acting in the execution of its commercial or independent professional activity when a legal transaction is concluded.
4. 1.4 General terms and conditions or other conditions of the Customer are not subject matter of the contract, unless otherwise agreed in individual cases.

5. 1.5 These General Terms and Conditions also apply to all future business relations even if they are not expressly stipulated again. Staff Direct immediately informs the Customer of any changes to these General Terms and Conditions. The latest current and binding version of the General Terms and Conditions is available at <https://staff.direct/gtc> and can be viewed at any time.

§ 2 Conclusion of contract

1. 2.1 By selecting one or more users, the Customer declares the binding acceptance of Staff Direct's offer. Immediately after booking, the Customer receives an order confirmation from Staff Direct by e-mail. When booked by a third party authorized by the Customer (for example, an event agency), this third party directly becomes a contractual partner of Staff Direct.
2. 2.2 The conclusion of an employment leasing contract does not establish a contractual relationship between Staff Direct personnel and the Customer. During the assignment, Staff Direct personnel is subject to the Customer's work instructions and acts under their supervision and guidance.
3. 2.3 Changes to essential contract details, such as duration of the assignment, working hours and work duties, can only be agreed between Staff Direct and the Customer. In particular, the Customer may not deploy the supplied staff to transport money or for collection activities. The Customer may not pay the staff any sums of money, in particular neither wages nor advance travel expenses.

§ 3 Obligations of the Customer

1. 3.1 During the work assignment for the Customer, the latter assumes the duty of care of an employer. In particular, the Customer is obliged to ensure that the applicable accident prevention and occupational health and safety regulations as well as the legally prescribed limits on working hours are observed at the place of work. In addition, First Aid facilities and measures must be ensured. Staff Direct informs the personnel concerned about the accident prevention regulations applicable to the relevant assignment before the start of the assignment at the workplace in accordance with Section 12 (2) of the German Occupational Safety and Health Act (Arbeitsschutzgesetz = ArbSchG) and, if necessary, provides protective clothing and further protective equipment; the same applies in the event of a change of the place of work.
2. 3.2 After successfully booking via Staff Direct's website, a corresponding employee leasing contract is sent to the Customer. The Customer is obliged to sign this contract and send it to Staff Direct by post within fourteen (14) days. If this is not done in time or not at all, an employer-employee relationship between the Customer and the selected Staff Direct personnel is assumed. This results in the obligation for the Customer to carry out correct payroll accounting for the deployed staff, as well as to compensate Staff Direct for the damages incurred in the form of lost profits.
3. 3.3 Before each individual assignment commences, Staff Direct provides the Customer with a written list of the personnel supplied to him/her, including their first and last names, in accordance with § 1 para. 1 p. 6 of the German Law on Temporary Employment (Arbeitnehmerüberlassungsgesetz = AÜG). The Customer informs Staff Direct whether a person included in the list has left his company or a company which constitutes a corporation with the Customer in accordance with § 18 of the German Stock Corporation Act (AktG) in the previous six months; in addition, the Customer informs Staff Direct whether one of the persons on the list has been supplied to the Customer by another provider within the last four months prior to the assignment.
4. 3.4 In individual cases, the Customer is obliged to perform certain duties which may result from the law (e.g. the German Trade Association's accident prevention regulations (Berufsgenossenschaftliche Vorschrift = BGV A1). Staff Direct is not liable for any damages resulting from a breach of these accident prevention regulations by the Customer.
5. 3.5 The Customer is also obliged to immediately report accidents at work to Staff Direct. In addition, notifiable accidents at work must be reported to the appropriate trade association without delay.
6. 3.6 As the hyperlinks in the e-mails which are sent as part of the booking process via Staff Direct's website enable orders with obligation to pay, the Customer is obliged to refrain from forwarding the e-mails addressed to him to third parties or to provide them with access to these e-mails. In the

event of a culpable breach of this obligation which results in a binding booking or other chargeable activity by a third party, the Customer is obligated to claim or pay for the service booked due to his misconduct. In the event of cancellation of this booking, the corresponding regulation applies (§12).

7. 3.7 The Customer is obliged to provide a correct and complete description of the planned activities when booking via Staff Direct's website. If important details are deliberately or negligently incorrectly given or not stated at all, and if the staff refuses to carry out the work for this reason, this constitutes a reason for Staff Direct to issue an extraordinary termination of the contract with the Customer. In the event of actual termination without notice by Staff Direct, the Customer is obliged to pay eighty percent (80%) of the contractually agreed total amount; Staff Direct's right to provide evidence of and recover any additional or higher damages remains unaffected.

Important details which the Customer must disclose include in particular:

- The religious background of an event,
 - The political background of an event,
 - The requirement to wear a full-body or partial costume,
 - The requirement to wear short or provocative clothing or
 - The request to carry out activities not previously agreed.
8. 3.8 The Customer is obliged to provide all information required for the contractual provision of services, in particular access authorization to the respective events, etc. At the latest at the beginning of the event at the venue, the Customer appoints a person who is responsible for ensuring that the event goes smoothly and who serves as a contact person for all contractual matters.
 9. 3.9 If a user of Staff Direct is to be deployed by the Customer at times or on days on which the work is permissible only with a special official permit, the Customer must obtain the necessary permit in good time before the start of the assignment; the same applies to official permits for places or activities for which access or execution require a corresponding official permit.
 10. 3.10 The Customer is obligated to give instructions in accordance with § 43 (4) of the German infection protection law (Infektionsschutzgesetz = IfSG) if the employees are to come into contact with endangered foodstuffs as stipulated in the above law.
 11. 3.11 The Customer is obligated to immediately inform Staff Direct of any planned industrial action that directly affects his business. Should the Customer be affected by a lawful labour dispute, the assigned staff will be withdrawn; this only does not apply if the assignment is carried out within the framework of an emergency service agreed upon for the Customer's business, and the individual employees agree to the assignment in each case.

§ 4 Obligations of Staff Direct

1. 4.1 Staff Direct undertakes to comply with all employer obligations and to ensure compliance with all statutory labour, tax and social regulations.
2. 4.2 Staff Direct instructs the personnel assigned to the event according to the job description given in the order and prepares them as well as possible for the assignment (information on appropriate or required equipment, requirements for behaviour and appearance, etc.).

§ 5 Liability

With the exception of the selection of the staff, Staff Direct does not accept liability for the work performed by the employees.

§ 6 Rejection of an employee

1. 6.1 In the event of the rejection of an employee requested and supplied by Staff Direct, the Customer is obliged to inform Staff Direct of the relevant reasons in writing (for example by e-mail,

fax or letter). If no reasons are communicated or if the reasons are not sufficient for an extraordinary termination, the rejection of the Staff Direct user in question - irrespective of the reason - is deemed to be a cancellation of the assignment (see § 13) and eighty percent (80%) of the agreed total amount is charged.

2. 6.2 If the reasons justify an extraordinary termination of an employee, the Customer has the right to withdraw from the employment leasing contract with immediate effect. In this case, only the work carried out up to that point must be paid. The reasons which justify an extraordinary termination include, in particular:
 - refusal to work,
 - insult to the Customer,
 - statements about the Customer which are damaging to business,
 - fraud, theft or embezzlement at the expense of the Customer,
 - suspicion of another offence,
 - taking unauthorized leave,
 - threatening absence on grounds of illness (absenteeism),
 - sexual harassment of colleagues or contractual partners of the Customer or also,
 - incorrect specification of hours worked.
3. 6.3 After rejecting an employee, the Customer can request a different employee from Staff Direct, and book him/her if available. The deadline for the provision of an equally qualified employee is governed by the relevant provisions of these General Terms and Conditions (§ 8). Staff Direct is only obliged to provide an equally qualified employee if the rejected employee was not selected correctly.
4. 6.4 If the Customer does not reject the employee, any later claims for compensation from Staff Direct are excluded.

§ 7 Commission

1. 7.1 1. If the Customer assigns an employee supplied to him by Staff Direct directly to subsequent assignments, this is deemed to be placement. For this placement, commission is charged in accordance with the following table of costs:
 - Hiring after up to 5 assignments: 10 times the average hourly rate of the last assignments
 - Hiring after up to 10 assignments: 5 times the average hourly rate of the last assignments
2. 7.2 In the event of hiring after more than 15 assignments, no commission is charged.
3. 7.3 An assignment is deemed to be any work activity on a calendar day. Work activity without interruption until 9 am the following day is classified as an assignment. The respective fee is payable upon conclusion of the employment contract between the employee and the Customer.

§ 8 Provision of replacement staff

In the event that an employee supplied by Staff Direct becomes ill or does not report for work for other reasons, Staff Direct provides the Customer with replacement staff with the same qualification within twenty-four (24) hours free of charge.

§ 9 Prices, terms of payment

1. 9.1 The prices stated on Staff Direct's website are net prices, i.e. they do not include statutory value-added tax or other price components.

2. 9.2 Invoices are sent to the Customer by e-mail prior to the assignment. Should further services be provided during an assignment, for example, overtime or disbursements by the staff, a further final invoice is issued after the assignment. The basis for the invoice is the employee's time sheet as confirmed by the Customer's signature and the contractually agreed hourly rate. Invoices are payable seven (7) days after receipt of the invoice without deduction. In the event of short-term invoicing less than eight (8) days prior to commencement of the assignment, the invoice is due immediately. At the request of the Customer, a longer payment period can be agreed for a percentaged surcharge to be agreed individually.
3. 9.3 If the Customer is in arrears with a payment, he/she is obliged to pay statutory interest on arrears in the amount of nine percentage points (9%) above the basic interest rate. In addition, Staff Direct is entitled to payment of a lump sum of forty euros (EUR 40) plus statutory value-added tax. The right to claim further damages remains reserved. In the event of the Customer failing to meet an obligation, Staff Direct is also entitled to refuse all contractual services. Staff Direct is not liable for any damages arising from this non-performance.
4. 9.4 If the Customer requires the supplied staff to make an advance disbursement, Staff Direct is obligated as an employer to reimburse the employee concerned upon presentation of the receipt. In this case, Staff Direct invoices the Customer for the disbursement including a ten percent (10%) surcharge.

§ 10 Invoicing

1. 10.1 After the assignment, the Customer receives a link to the individual employees' time sheets by e-mail. From this point, the Customer has seven (7) days to verify and confirm the working hours, or - in the case of false information - to reject them. The time sheets are calculated in quarter-hour increments (15-minute intervals). Commenced quarter-hours are rounded up and must be paid in full. If the Customer fails to meet the deadline or does not meet it in time, the working hours specified by the respective employee are deemed to be correct and are therefore accepted as the basis for the settlement.
2. 10.2 A subsequent change in working hours is only possible to the extent that the payroll accounting of the employee concerned has not yet been completed. If the payroll accounting is already completed, a processing fee of EUR 30 plus statutory value-added tax is payable for the amendment of the payroll account and the associated additional expenses (if necessary, the recovery of paid salary etc.).

§ 11 Reviews, self-promotion

1. 11.1 The Customer has the possibility to review the performance of the supplied staff and the services of Staff Direct. Staff Direct has the right to publish the customer reviews on its website, including the name of the Customer, the logo and the name of the direct contact person, either itself or via a relevant service provider (eKomi or similar). In addition, Staff Direct has the right to use the Customer's logo as well as the relevant review(s) in analogue and digital media, in particular the World Wide Web, for purposes of self-promotion. This authorization is limited to a period of five (5) years from the end of the last collaboration.
2. 11.2 After the assignment, the staff deployed also have the opportunity to review the work assignment as well as the Customer. Staff Direct is entitled to create a subpage on its website about the Customer with these assignment reviews ("premium customers").

§ 12 Cancellation of an assignment

1. 12.1 In the event of cancellation of an order by the Customer after conclusion of the agreement, Staff Direct is entitled to the following charges in % of the cancelled order volume: 30% for cancellation up to 4 weeks before start of the assignment, 50% for cancellation up to 14 days before start of the assignment, 80% for cancellation up to 7 days before start of the assignment and 100% for cancellation 3 days or less before start of the assignment. At minimum, however, Staff Direct is to be reimbursed the incurred labour costs.

2. 12.2 The right of Staff Direct to provide evidence of and claim higher damages from the Customer in individual cases remains unaffected.

§ 13 Non-disclosure, duty of loyalty

1. 13.1 The parties to the contract reciprocally agree to maintain the confidentiality of all business matters of the other party. They undertake to treat all information about the respective other party obtained directly or indirectly within the framework of this agreement in a confidential manner and to only use it in connection with the fulfilment of the contract. They agree not to disclose this information to any third party or to make it available to third parties in any other way. The obligations continue to hold good even after the date of termination of contract. The parties are also entitled to claim for any damage caused by an infringement of these obligations.
2. 13.2 Staff Direct is obliged to require the supplied staff to protect the company interests of the Customer insofar as these are not contrary to Staff Direct's legitimate interests. In particular, Staff Direct is obliged to require employees to maintain secrecy about all trade and business secrets, both during the duration of the assignment for the Customer as well as after the end of the assignment.

§ 14 Final provisions

1. 14.1 The exclusive place of jurisdiction for all disputes arising directly and indirectly from the contractual relationship and in relation to its development and effectiveness is Düsseldorf. However, Staff Direct has the right to bring claims against the Customer before the court at the Customer's place of business.
2. 14.2 German law applies to all legal questions arising from the contractual relationship and its execution.
3. 14.3 No ancillary verbal agreements are made; if so, these are not effective. Any changes to the contract between Staff Direct and the Customer must be made in writing (e.g., by e-mail, fax or letter).
4. 14.4 Should one or more provisions of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.