

## **Brunel GmbH**

Hauptsitz: Airport City | Hermann-Köhl-Str. 1 | 28199 Bremen

### **General Business Terms**

This Document is a translation of the German text, being provided for the sake of convenience only and having no effect on the construction or interpretation of any terms or conditions of the contract, which shall be construed exclusively by reference of the German text, which contains the only relevant wording either for the determination of any disputes or otherwise. A copy of the German text is available on request.

1. Brunel GmbH – only referred to hereinafter as Brunel - is an international project partner operating in technology and management in the temporary provision of labour, contracts for work and services. The following General Business Terms shall apply for all contracts entered into in these fields of activity with entrepreneurs, which may only be changed through written agreements. General terms and conditions or conditions of purchase of the contractual partner of Brunel GmbH shall not become a part of the contract.
2. Bremen shall be the exclusive place of performance and jurisdiction for all disputes ensuing from the following contracts covered by general business terms– including proceedings relating to cheques and bills of exchange. This shall also apply if the customer has no general place of jurisdiction in the Federal Republic of Germany on the date that judicial proceedings are initiated. Brunel is, however, entitled to take action before any court of jurisdiction. The law of the Federal Republic of Germany shall apply. The provisions of the UN Sales Convention are not applicable.
3. Should one of the provisions of these General Business Terms be or become invalid or unfeasible either in whole or in part, this shall have no effect on the validity of the remaining provisions. In this case the contractual partners undertake to reach agreement immediately on a ruling that achieves the commercial success intended with the invalid provision in another legally admissible way or comes closest to it. The same shall apply correspondingly in the event an omission transpires.

#### **I. Personnel leasing contracts**

##### **1. General information**

- 1.1. Brunel assures its contractual partner, hereinafter referred to as Customer, that it has the necessary permission according to § 1 Par. 1 Act on the Regulation of the Commercial Provision of Hired Labour (AÜG) of the responsible regional head office of the Federal Employment Agency (Bundesagentur für Arbeit) for personnel leasing.
- 1.2. Brunel further declares that it has entered into a collective wage agreement with ver.di which applies to the employment relationships with the Brunel employees through the employment contracts.
- 1.3. The contract shall materialise through a written agreement between the parties. It is mandatory that such written agreement should exist prior to the commencement of the leasing of workers. The same shall also apply if the parties mutually agree to exchange the Brunel employee. Collateral agreements shall only become a part of the contract if they are confirmed in writing by Brunel.
- 1.4. An employment relationship is not established between the Customer and the leased workforce. Employer of the leased workers shall all in cases remain therefore Brunel. Thus, the leased workers are not entitled to accept an advance on wages or other payments no matter of what type for Brunel from the Customer with discharging effect.
- 1.5. Brunel is not obliged to lease workers in the event that the Customer's company is directly affected by a labour dispute. For the event that there is a strike at the Customer's company it is pointed out to the Customer that Brunel is obliged by law to inform its employees that they are entitled to refuse to work at the Customer.

- 1.6. The Customer undertakes not to inadmissibly poach the employees of Brunel (§§ 1 UWG, 826 BGB). In case of infringements Brunel shall be entitled to demand compensation.
- 1.7. In the event that an employment relationship or other employment or contractual relationship materialises between the Brunel employee and the Customer or an affiliated company thereof during the project assignment, or up to three months thereafter, or other employment, Brunel shall be entitled to demand a commensurate commission from the Customer that shall be due for payment upon contracting the employment and payable inside 14 days after billing. In the event of takeover during the first 12 months as from the start of the assignment, the commission shall amount to 40 % of the gross annual salary contracted between the Customer and the employee taken over. After 12 months on the assignment, commission shall be reduced to 25 % and after 24 months to 10 %. It shall be possible to set down agreements that differ hereto in the individual contracts. The commission shall also be due for payment if employment materializes without any preceding leasing and only on the grounds of an interview of a candidate within 12 months as from the interview. The Customer shall inform Brunel immediately of the start of employment and detail the gross annual salary and where necessary furnish proof thereof.
- 1.8. The Customer is obliged to inform Brunel in writing, prior to the conclusion of the contract, of any existing collective provisions or shop agreements pertaining to the regulation of the leasing period.

In addition, the Customer is obliged to inform Brunel in writing, prior to the conclusion of the contract, of any existing collective wage agreements or shop agreements pertaining to a regulation of the material working conditions, including the pay for leased workers.

For the purpose of calculating the leased worker's entitlement in accordance with § 8 AÜG, the Customer shall provide to Brunel, prior to the conclusion of the contract, all the necessary information – including, but not limited to, information regarding the material working conditions in place at the Customer's – in writing and on the basis of a firm commitment. This documentation will be the basis for reasonably adjusting the respective rate per hour.

Moreover, the Customer is obliged to inform Brunel in writing without delay, prior to the conclusion of the contract, of any previous leasing periods in which the leased worker worked for the Customer but through other service providers.

The Customer shall observe and monitor the compliance with these provisions and the legal regulations.

In the event of a breach of the obligations described above, the Customer shall indemnify Brunel against any claims asserted by the leased worker or third parties.

## **2. Selection of workers, right of instruction, working hours, duties of care and welfare**

- 2.1. As part of the personnel leasing contract to be concluded, and before the worker begins work, the Customer shall communicate to Brunel in writing which special characteristics are involved in the work intended for the Brunel employee and which professional qualification is necessary for such work.
- 2.2. Brunel undertakes to only make available qualified employees. They shall select these in own responsibility and is responsible for ensuring that they satisfy the average, formal specialist prerequisites for the proposed activity. Should Brunel in justified cases consider it necessary to replace employees then they shall inform the Customer in time and ensure that a smooth transition is guaranteed. If an employee of Brunel should prove to be unsuitable the Customer shall inform Brunel of this immediately so that another suitable employee can be determined in the mutual interest of the parties. Should it be necessary to replace an employee of Brunel, without it being possible for Brunel to provide another suitable employee, each party shall be entitled to terminate the contract without notice.
- 2.3. During the assignment the Customer shall be entitled to instruct the employee. Nevertheless the Customer shall not be permitted to issue instructions that would encroach on the contractual relations of the temporary employee with Brunel. The right of Brunel to issue instructions on a parallel basis shall be maintained. In the event of contradictory instructions, the right of Brunel to issue instructions shall have precedence.

- 2.4. The Customer undertakes to comply with the law on working hours and the German Occupational Safety and Health Act.
- 2.5. In addition to this, the Customer shall inform the employee of Brunel before commencement of the work and in case of changes in their area of work about any dangers for safety and health, to which they may be exposed during the work and instruct them on measures and facilities for avoiding these dangers. The Customer must also inform the employee about the necessity for special qualifications or professional skills or a special medical monitoring and about increased special dangers of the workplace.
- 2.6. The Customer undertakes further to ensure that the employees of Brunel are supervised regularly by the company doctor in line with the labour protection law. The Customer shall bear the costs incurred through this. The ordering party must immediately notify Brunel of an accident at work.
- 2.7. Brunel is to be granted access to the sphere of activity of its employees.
- 2.8. Within the framework of the ordering party's duty to give social and medical assistance, the ordering party is obliged to take preventative action to protect leased employees from discrimination on account of race, ethnic origin, sex, religion, ideology, disability, age or sexual identity during their employment.
- 2.9. The Customer shall satisfy its obligations to provide information as defined in the AÜG and inform the leased employees about vacancies available in the company of the Customer and associated companies by way of a general notification at a suitable location on the premises. Furthermore, the Customer undertakes to grant the leased employees access to the communal facilities or services under the same conditions as the comparable employees on its site.
- 2.10. The Customer shall be obliged to inform Brunel without delay if it makes any payments to Brunel's employees which have PAYE or social security implications. In such a case, the Customer shall also be obliged to specify the nature and amount of the payments made to Brunel's respective employee in full, in good time, so that Brunel can take the latter into account when doing the payroll accounting. Should the Customer not comply with the aforementioned obligations, it shall indemnify, defend and hold harmless Brunel from any resulting claims on the part of the employees of Brunel or third parties.
- 2.11. The Customer shall, upon request, be obliged to inform Brunel about its intra-group relationships within the meaning of the German Stock Corporation Act (AktG), in order to guarantee that Brunel is able to comply with its obligations pursuant to § 8 Par. 3 AÜG.
- 2.12. The Customer warrants Brunel that it will, on its part, not provide the employees of Brunel made available to it, to third parties within the scope of the provision of hired labour.

### **3. Industrial property rights**

In the event that the results of the activity of a leased employee is an invention capable of patent or registered design or a proposal for technical improvement in the sense of the Employee Invention Act (Arbeitnehmererfindungsgesetz), then the Customer shall be entitled under § 11 Par. 7 AÜG in conjunction with the Employee Invention Act to the rights resulting therefrom concurrently with the satisfaction of obligations. The remuneration in the sense of the Employee Invention Act shall be paid to Brunel (cf sub-clause 1.4) and will be forwarded by Brunel to the employee with the payment of wages.

### **4. Liability**

- 4.1. Brunel shall only be liable for the selection of the leased employee, not however for the accuracy and completeness of the information provided by the candidates or third parties, unless Brunel wilfully intended or grossly neglected to identify the incompleteness or untruth of said information.
- 4.2. Brunel shall not be liable for the proper implementation of work or other conduct or action of the leased employee.

- 4.3. The employees may only be used for the agreed activity and exclusively use or operate working means, which are required within the framework of this activity. If faulty working results are the result of a negligent breach of the duty for care and welfare when choosing the employee, the liability of Brunel is restricted to the improvement. Further claims of the Customer are excluded.
- 4.4. Brunel's liability in accordance with subclause 4.1 is limited to a deliberate or crassly negligent selection fault. Liability is excluded in the event of simple negligence.

## **5. Remuneration**

- 5.1. The basis of the settlement are the times sheets of the Brunel employees countersigned and inspected each month by the ordering party. Settlement will be made according to the hourly rates agreed as per contract. The contracting party must ensure that the time sheets submitted by the Brunel employees have been verified and countersigned. If objections are not registered with Brunel within 14 days of their submission, then the time sheets will be considered to have been approved by the ordering party. When the time sheets are submitted, the ordering party will once again draw attention to the commencement of the time limit and the consequences involved.
- 5.2. If, after the contract has been concluded, wages are increased as a result of collective wage agreements, then the agreed hourly rate will be increased by a corresponding percentage. At an increase exceeding 5 % p.a., then the share that exceeds 5 % is subject to a separate agreement between the contracting and ordering party.
- 5.3. Next to 5.2 Brunel reserves the right to increase the hourly rates if wage increases due to collective wage agreements occur after the conclusion of the contract, when by mutual consent employees are replaced by others with higher qualifications or if other circumstances cause an increase in costs for which Brunel is not responsible.
- 5.4. The given hourly rates are those at the agreed location of deployment. Travel expenses must be refunded by the ordering party when Brunel employees have to complete official trips demanded or approved by the ordering party. The travel expenses include the travel, board and lodging lump sums. Travel time in such instances must be remunerated by the given fully hourly rate.

## **6. Payment**

- 6.1. Payment shall be made immediately and without deduction on a monthly basis after receipt of the invoices prepared by Brunel. If the invoice is not paid by the Customer within 14 days from the date of the invoice, the Customer shall be deemed to be in default. Pursuant to §§ 288 Par. 2 and 247 German Civil Code (BGB), the claim shall accrue interest during any period of delay. Brunel reserves the right to assert further claims from the legal ground of the default.
- 6.2. The setting off of disputed counterclaims or of counterclaims which have not yet been declared legally valid shall be synallagmatically in proportion to the claim. The Customer shall be entitled to exercise a right of retention only to the extent that its counterclaim is based on the same contractual relationship. The right to refuse performance under § 320 BGB shall remain unaffected.

## **7. Termination**

- 7.1. The personnel leasing contract can be terminated in writing by each contractual party in the first 6 months with a deadline of 2 weeks to the end of the month. Subsequently a period of notice of 4 weeks to the end of the month shall apply. The termination of the Customer is only valid if it is declared towards Brunel. The employee is not entitled to accept the termination so that termination only declared towards said employee does not effect a termination.
- 7.2. In the event the Customer defaults on payment or should its creditworthiness deteriorate, Brunel shall be entitled to wind up business relations prematurely. In such a case Brunel shall be able to render the provision of services dependent on an appropriate advance payment.

- 7.3. In the event of there being any amendments to the legal basis for the provision of hired labour, in particular in the event of any statutory amendments to the AÜG in so far as the amendments affect the co-operation and content of the agreement and the provision in accordance with Article I.5.4. does not take effect, the parties undertake to engage in renewed contractual negotiations. Should no amicable solution be found within a period of four weeks, either party shall be entitled to unilaterally terminate the agreement by giving four weeks' notice to the end of a month.

## **II. Contracts for work and services, contracts for work, labour and material**

### **1. Object of the contract**

Brunel assumes for the Customer the execution of planning, documentation, development and construction work. Details will be stipulated in writing between the parties.

### **2. Place of performance**

Brunel shall carry out the work in their technical offices and as required also in the rooms of the Customer.

### **3. Awarding of Contracts**

Brunel reserves the right to allocate the execution of agreed work either in whole or in part to third party companies.

### **4. Warranty**

- 4.1. Should the work be faulty, Brunel shall within a reasonable period of time at their choice either make improvements, produce or deliver new products. If they are not successful in correcting the fault with the selected measures the Customer shall be entitled to cancel the contract or demand a reduction. The cancellation is excluded if the fault only slightly reduces the value or the suitability for the use as stipulated by the contract. In this case the Customer only has the right to demand a reduction of the payment.
- 4.2. In case the work does not contain a characteristic feature or a guarantee of a condition explicitly agreed in the single contract according to § 633 Par. 2 (1) BGB the Customer may also request compensation instead of performance if improvement, new production or replacement delivery are not successful instead of reduction or the cancellation.
- 4.3. For other damages caused by the fault Brunel shall only be liable if the objective sense of the guarantee of condition according to Subclause 2 particularly referred to avoiding the damages suffered. For other damages caused by the fault, which are based on the breach of secondary contractual duties, liability will only be assumed if the damages were caused by gross negligent behaviour of Brunel or their employees.
- 4.4. The period of guarantee amounts to one year as from acceptance of the work. In the event of unauthorized amendments and/or processing of the work, all claims to guarantee shall be ruled out.
- 4.5. The Customer undertakes to check and test the work directly upon delivery to ensure it is complete and in proper working order. In the event defects are established, even at a later point in time, the Customer undertakes to file written objection immediately, duly specifying the defect discovered; otherwise the Customer shall lose its right to guarantee and any compensation for damages. In the event no acceptance takes place inside 2 (two) weeks after provision, the work shall be deemed duly accepted. The Customer is excluded to withhold acceptance if defects are only insignificant.

## **5. Liability**

- 5.1. In so far as nothing to the contrary is specified below, Brunel shall be liable in accordance with the law.
- 5.2. Brunel shall have unlimited liability for any losses arising from injury to life, the body or the health or from wilful intent.
- 5.3. In the event of negligence, Brunel shall only have limited liability for any damage that is foreseeable and contractually typical when concluding the agreement – regardless of on what legal grounds.
- 5.4. In the event of merely negligent infringement of significant rights or obligations arising in accordance with the content and purpose of the agreement, Brunel shall – regardless of the legal grounds – likewise only have limited liability for any damage that is foreseeable and contractually typical when concluding the agreement.
- 5.5. In so far as nothing to the contrary emerges from the clauses above, Brunel shall not be liable for any losses which have been caused by slight negligence.
- 5.6. The above disclaimers and limitations of liability shall likewise apply to Brunel's governing bodies and legal representatives, as well as assistants and vicarious agents.

## **6. Default, impossibility**

In the event that Brunel is in default and if a reasonable deadline determined by the Customer for performance or subsequent performance is not met, the Customer is only entitled to cancel the contract if a possible part performance is of no interest for him either. He shall only be entitled to further rights and claims in particular such for damages which are typically foreseeable with the business of the type in question. However, Brunel will only be liable in this case too up to an amount of the order.

## **7. Property and copyrights**

- 7.1. If drawings, models, tools or equipment is produced or software developed by Brunel within the framework of executing the order, which are used as aids for executing the order, they shall be entitled to the sole property and copyrights. The Customer is not entitled to make these accessible to third parties or use these themselves. These working materials shall be handed over upon request.
- 7.2. Brunel shall be entitled to all trade mark rights from an invention incurred in connection with the contractual performance and/or know-how gained in connection with this performance.
- 7.3. If the object of the contract exists in the delivery of a planning or other mainly intellectual service (e.g. blue print or development work) the Customer is limited to the use of the service for own purposes as agreed per contract. The prior written consent of the contractual parties must be obtained before forwarding the blue print or development results to third parties. Insofar as the service covers the development of computer software Brunel grants the Customer the non-exclusive right to use this as stipulated with the delivered object. Reproductions, forwarding and use of the software for purposes not according to the delivered object are not permitted. Another use requires the prior written consent of Brunel and are to be remunerated separately.
- 7.4. For the event that Brunel designs, prepares and/or assembles drawings or other documents of the Customer according to instructions, Brunel shall not assume any liability for an ensuing infringement of trade mark rights. In case a third party claims an infringement of trade mark rights towards the Customer the Customer shall inform Brunel of this immediately.

## **8. Payment**

Payments must be made after acceptance of the work and receipt of the invoice within 14 days without deduction. If the execution of the work covers more than two calendar months, monthly advance payments shall be paid, the amount of which is oriented to the respective progress of the project. Brunel shall in these cases prepare advance payment invoices, which are to be paid within 14 days without deduction. The final payment will be made after acceptance and receipt of the final invoice. Upon the lapse of the agreed payment deadline, the Customer shall be in default as defined in § 286 Par. 3 BGB. Pursuant to §§ 288 Par. 2 and 247 BGB, the claim shall accrue interest during any period of delay.

## **9. Reservation of title**

The object of the contract shall remain the property of Brunel until paid in full. The Customer is however entitled to use the object of contract according to the contractual regulation.

## **10. Cancellation**

Brunel reserves the right to cancel the contract if there is a deterioration of assets at the Customer which is suitable for endangering the claim of Brunel for the agreed remuneration. The same shall apply if the Customer made false statements on his creditworthiness before conclusion of the contract.

## **11. Mediation**

Sub-clauses I.1.6 and I.1.7 of these Business Terms apply correspondingly.

## **III. Other Service Contracts**

### **1. Subject of contract**

Brunel shall provide the Customer with services in technology and management. Details shall be set down in written form by the Parties.

### **2. Duty to Involvement**

- 2.1. The Customer undertakes to support the activities of Brunel, In particular it shall ensure that the conditions required to properly implement the service are created in its own operational sphere.
- 2.2. Brunel shall make its request for duties and services required from the Customer known in good time.
- 2.3. Should the Customer fail to involve on time, as contracted, it shall also pay for the waiting time of Brunel employees, thus generated, subject to the hourly rates defined for the individual assignment.
- 2.4. An appropriate extension of the deadline to provide the service shall be deemed as contracted if the Customer fails to provide Brunel with the necessary or useful information for implementing the service or if it subsequently alters such information.

### **3. Remuneration**

- 3.1. The remuneration shall be agreed upon in each single contract. Remuneration shall be billed by Brunel every month. Payments shall be due without any deduction upon receipt of the invoice. If the Customer's invoice is not paid inside 14 days from the date of the bill, the Customer shall be in default. Pursuant to §§ 288 Par. 2 and 247 BGB, the claim shall accrue interest during any period of delay.
- 3.2. The rates of payment relate to the location of the project assignment. Travel costs shall be refunded if employees of Brunel travel at the request of the Customer or are approved. The travel costs likewise specifically include driving costs, costs of accommodation and subsistence. Travel times shall in these cases be paid for at a full hourly rate.

### **4. Industrial Property Rights, Rights of Use**

- 4.1. Unless otherwise agreed by contract, Brunel shall concede the Customer a transferable right to use the contracted working results that is unrestricted in time.
- 4.2. To the extent employee inventions are given by Brunel employees Brunel shall inform the Customer in good time so that the Customer can decide whether it wishes Brunel to lay a claim to the invention. If the Customer wishes to claim to the invention, it shall be conceded an exclusive, unrestricted, transferable right of use of the invention free of charge, providing any payment possibly to be made to the employee is borne by the Customer.

### **5. Adequate Service**

Brunel is obliged to render adequate services according to section 611 of the German Civil Code. In case of poor performance the Customer may claim rights according to the statutory regulations unless otherwise specified below.

### **6. Liability**

- 6.1. In so far as nothing to the contrary is specified below, Brunel shall be liable in accordance with the law.
- 6.2. Brunel shall have unlimited liability for any losses arising from injury to life, the body or the health or from wilful intent.
- 6.3. In the event of negligence, Brunel shall only have limited liability for any damage that is foreseeable and contractually typical when concluding the agreement – regardless of on what legal grounds.
- 6.4. In the event of merely negligent infringement of significant rights or obligations arising in accordance with the content and purpose of the agreement, Brunel shall – regardless of the legal grounds – likewise only have limited liability for any damage that is foreseeable and contractually typical when concluding the agreement.
- 6.5. In so far as nothing to the contrary emerges from the clauses above, Brunel shall not be liable for any losses which have been caused by slight negligence.
- 6.6. The above disclaimers and limitations of liability shall likewise apply to Brunel's governing bodies and legal representatives, as well as assistants and vicarious agents.

## **7. Mediation**

Sub-clauses I.1.6 and I.1.7 of the present Terms of Business shall apply accordingly.

## **IV. Recruitment agency**

### **1. Principle**

Brunel operates recruitment exclusively by order of employers. The following conditions shall apply for such recruitment.

### **2. Materialisation of the contract and execution**

- 2.1. The recruitment contract shall materialise as soon as the Customer commissions Brunel to name suitable employees for his purposes and Brunel unfolds an activity directed at this. This is the case when the order is confirmed or the immediate naming of one or several suitable candidates.
- 2.2. Brunel shall seek candidates and submit suggestions for filling the vacant positions. No successful placement is owed by Brunel.
- 2.3. The Customer shall always be given the opportunity of meeting the candidates in a personal meeting. Brunel shall not guarantee the accuracy of the information provided by the candidates. In particular Brunel shall not be responsible for the completeness and accuracy of information provided by the candidates or third parties.
- 2.4. The Customer undertakes to inform Brunel immediately if they no longer have any interest in recruitment services in order to save unnecessary costs. In case of culpable breach of this duty Brunel shall be entitled to claim compensation for the costs incurred unnecessarily.
- 2.5. The Customer undertakes to treat the data of the potential candidates provided for the purpose of concluding a possible contract confidentially and not to forward this to third parties. If the Customer breaches this obligation it shall pay the commission regulated under 3.2 insofar as the third party enters into the contract with the candidate. If it does not lead to the conclusion of a contract with the third party and Brunel should suffer any damages through the unauthorized forwarding of the data, then the Customer must recompense for these damages.

### **3. Claims for commission, payment, default**

- 3.1. In the event that a contract is entered into between the Customer or an affiliated company and candidate based on recruitment activities of Brunel, Brunel shall be entitled to commission. The entitlement to commission shall be incurred independent of the fact whether the candidate is recruited for a position other than the one originally intended and irrespective of whether the candidate actually takes up the position after the contract has been finalized or not. It shall be possible to set down agreements that differ to this ruling in the individual contracts.
- 3.2. The amount of the commission is 40 % of the gross annual salary agreed to by the mediated candidate and the Customer plus the respective applicable value added tax. The Customer shall inform Brunel immediately after conclusion of the contract about the agreed conditions and, if so requested, furnish evidence thereof.
- 3.3. The commission is due when the contract is entered between Customer or an affiliated company and the candidate. It is payable within 30 days after receipt of the invoice of Brunel. After expiry of this period of time the Customer shall be in default according to § 286 Par. 3 BGB. Pursuant to §§ 288 Par. 2 and 247 BGB, the claim shall accrue interest during any period of delay.