

GENERAL CONDITIONS FOR THE PROVISION OF SERVICES TO EQUENSWORLDLINE SE GERMANY

1. Applicability

1.1 These Conditions (as defined below) shall apply to all agreements concluded between the Customer (as defined below) and each Supplier (as defined below).

1.2 The applicability of any general terms and conditions used or referred to by Supplier is herewith explicitly rejected and excluded.

2. Definitions

Unless otherwise defined herein, all capitalised terms used shall have the following meanings:

"Acceptance" and **"Accepted"** shall mean acceptance of the Services (as defined below) by the Customer (pursuant to clause 7).

"Affiliate" shall mean an affiliated company pursuant to §§ 15 sqq. German Stock Corporation Act (AktG).

"Conditions" shall mean these general conditions for the provision of Services as stipulated herein.

"Confidential Information" shall have the meaning as stipulated in clause 19.

"Customer" shall mean equensWorldline SE, a European company with its registered headquarters at Eendrachtlaan 315, (3526 LB) Utrecht, The Netherlands, acting through its German branch office, located at Hahnstr. 25, 60528 Frankfurt am Main, Germany.

"Deliverables" shall mean the results of all Services, works of authorship, whether in hard copy or electronic form, including but not limited to reports, test results, analyses, creations, manuals, supporting materials, improvements, programs, program listings, programming tools, designs, inventions, discoveries, recommendations and drawings to be created and/or provided by Supplier to the Customer.

"Hire Confirmation" shall mean the document from VMS (as defined below) which contains in particular the following information:

- a) description of the Services to be provided by the Supplier;
- b) the time period in which Supplier shall perform the Services and the deadlines for the delivery of the Services, if applicable;
- c) the location where the Services shall be performed;
- d) the name and address of the Supplier;
- e) the daily/hourly rate at which the Services shall be performed;
- f) invoicing, method of payment and payment term;
- g) contact details;
- h) grounds for giving notice.

"Hiring Request" shall mean the request by the Customer in VMS with regard to engaging a Supplier which describes the requirements, Services, Deliverables and desired skills and experience of such a Supplier.

"Intellectual Property Rights" shall mean:

(a) any patents, trademarks service marks, designs, copyrights, other software rights of use, database and similar rights, rights in and to data, domain names, know-how and any other intellectual property rights, in each case whether registered or unregistered and including any applications to such rights.

"MSP" shall mean the service provider which is managing the Suppliers for the Customer. It will serve as a neutral party offering a complete workforce solution while ensuring efficient operation and leveraging multiple suppliers to obtain competitive rates.

"Personal Data" shall mean the same as in the Regulation (EU) 2016/679, which is to say: any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Personnel" shall mean the employee(s) and/or consultant(s) of Supplier.

"**Services**" shall mean all activities agreed upon between the Customer and Supplier which will be subject to these Conditions and laid down in detail in the Hire Confirmation and which shall not constitute an employment agreement.

"**Supplier**" shall mean the company performing the Services.

"**VMS**" shall mean the vendor management system, i.e. the tool that - inter alia - distributes the Hiring Request to potential suppliers and facilitates the selection and matching of profiles for the Customer.

3. Scope

3.1 The Supplier shall provide the Services as stipulated herein and the Customer and as specified in the relevant Hire Confirmation.

3.2 The Customer may contract with other suppliers for any products and/or services, including products and services that are similar to, or competitive with, the Services or that formerly were part of the Services.

3.3 Supplier shall not be allowed to enter into any binding agreements with third parties on behalf of the Customer.

3.4 Supplier hereby declares to have received all the documents mentioned in these Conditions that apply to the Services to be delivered to the Customer. Unfamiliarity with these documents is no reason for the submission of claims.

4. Provision of the Services

4.1. The Services shall be performed (a) in accordance with the Conditions, (b) with the conditions stated in the relevant Hire Confirmation and (c) in compliance with applicable law.

4.2 The Services shall include all activities, functions and services necessary for the proper provision of, ancillary to or customarily included as part of the Services.

4.3 In order to successfully provide the Services, Supplier shall meet all agreed-on deadlines.

4.4 Supplier shall act diligently and exercise due and proper care and comply with best practices expected from well-managed specialist providers of services similar to the Services.

4.5 Supplier must undergo a pre-assignment screening as indicated by the Customer. All Personnel performing the Services shall prove their identity by showing official identity papers at the Customer on the first working day. Supplier must be able to demonstrate that the checks have been carried out satisfactorily. In the event that the results of the screening are not to the Customer's satisfaction, the Customer will not grant the assignment to this particular Supplier.

4.6 Supplier shall ensure that all of its personnel deployed to provide the Services shall comply with the relevant policies, procedures, guidelines and e-learning materials of the Customer, including the code of conduct of the Customer, as amended from time to time.

5. MSP Procedure

5.1 At the moment that the Customer requires Services it shall submit a Hiring Request in VMS. The MSP shall place such Hiring Request on the market to enable suppliers to respond to such Hiring Request. The Customer shall decide on the relevant Supplier and shall place an order which shall be confirmed in the Hire Confirmation. MSP shall inform Supplier accordingly. Any questions and answers shall be distributed by the MSP.

5.2 Supplier shall indicate in VMS that it accepts the respective agreement. Supplier shall upload the requested documents which are forming within two working days after acceptance of the relevant agreement.

5.3 Supplier shall provide the Customer with mandatory documents, such as:

- Recent trade register excerpt (not older than one month);
- Insurance certificates evidencing Supplier's insurance at adequate levels of coverage to protect its business and to cover its liabilities, such as financial losses, personal and material damages and administrative activities.

In addition, the Customer may request further documents, if need be.

5.4 If the Supplier does not provide all required documents as stated in clause 5.3 on time, the Customer has the right to revoke the Hire Confirmation. The Customer shall not be liable to pay any compensation or damages to such a Supplier.

5.5 Upon fulfillment of the Services, Supplier shall ensure that any item, as made available by the Customer (such as security access badge), will be returned to the Customer, within one week after the expiry date.

5.6 If the term indicated in the relevant Hiring Request has expired, suppliers can no longer respond to such an open Hiring Request.

6. Subcontracting

6.1 The Supplier shall not subcontract the performance of any of its contractual obligations with regard to the Services without the prior written consent of the Customer, such consent shall not be unreasonably withheld.

6.2 The Supplier shall pass on all provisions and duties arising from the Conditions and the Hire Confirmation to its permitted subcontractors.

6.3 The Supplier shall remain fully responsible for any subcontracted obligations and for all payments due to any subcontractors.

7. Acceptance

Services shall be Accepted once the days or hours worked by the Supplier have been approved by the Customer in the time registration system. If the Customer notifies any unsatisfactory Services, Supplier shall, at no extra charge, promptly correct the unsatisfactory Services within five (5) working days of such the Customer notification. If such Services are not corrected to the Customer's satisfaction, the Customer shall be entitled to terminate the agreement as laid down in the Hire Confirmation immediately.

8. Fees

8.1 The Customer shall pay Supplier the fees as specified in the Hire Confirmation (hereinafter referred to as "Fees") after Acceptance.

8.2 All prices are net prices. Any value added Ttx (hereinafter referred to as "VAT") shall be payable by the Customer at the rate and in the manner from time to time prescribed by the applicable tax law.

8.3 All Fees and other amounts payable shall be invoiced and paid in Euros.

8.4 Travel expenses shall be reimbursed to Supplier only if the Customer has approved such expenses beforehand in writing or in - confirmed - textual form and under the condition that such reasonable travel expenses have been submitted to the Customer and that such expenses have been approved by the hiring manager of the Customer. Time and expenses for commuting shall not be paid by the Customer.

8.5 No increases in costs and/or Fee(s) shall be implemented during the contractual term as agreed upon in the relevant Hire Confirmation.

9. Payments

Subject to Acceptance having occurred, the Customer shall pay the Supplier within thirty (30) calendar days of receipt of Supplier's correct credit note unless such credit note is in dispute or is not in accordance with the conditions of the Hire Confirmation.

10. Invoicing

10.1 Supplier shall register the days or hours worked on a weekly basis in the time registration system of the Customer.

10.2 Supplier shall be responsible for the correctness of its own invoice data, such as VAT number, bank account number, name et cetera.

10.3 Supplier shall invoice the Customer in the manner as specified in more detail in the Hire Confirmation.

11. Intellectual Property Rights

11.1 All Intellectual Property Rights produced by the Supplier pertaining to the Services respectively Deliverables belong to the the Customer immediately upon formation of said Intellectual Property Rights rights. The Supplier grants the Customer an exclusive, irrevocable, worldwide, unlimited in time, sub-licensable and transferable right of use for all known and derivable kinds-of-use. The right of use includes in particular the right of commercial utilization, publication and duplication.

11.2 Insofar as the Supplier has involved a subcontractor when performing the Services and some of the Intellectual Property Rights pertaining to the Services have been produced by such a subcontractor, Supplier shall ensure that the subcontractor has assigned these Intellectual Property Rights to the Customer. the Customer.

11.3 Supplier shall execute such documents, render such assistance, and take such other actions as the Customer may reasonably request in order to vest in the Customer, at the Customer's expense, all Intellectual Property Rights which the Customer is entitled to own pursuant to the terms hereof.

12. Intellectual Property Rights Indemnity

12.1 The Supplier shall, at its own expense defend, indemnify and hold the Customer harmless from and against all losses, damages, liabilities, fines, costs and expenses, including reasonable attorneys' and other fees incurred by the Customer as a result of or in connection with a claim by a third party that such Customer's use of the Intellectual Property Rights infringes the intellectual property rights of that third party. the Customer

12.2 In case a third party raises a claim as described in clause 12.1, then (a) the Customer shall notify the Supplier promptly in writing of any notice of any such claim and (b) the Customer shall authorize the Supplier to defend any such third party claim and the Customer shall cooperate reasonably with Supplier in the defence, settlement or compromise of such claim.

13. Personnel, Indemnification, Minimum Wage Legislation

13.1 Supplier shall be fully responsible for (i) compliance with all applicable laws and tax regulations regarding Personnel's employment; (ii) its own acts and those of its Personnel; (iii) ensuring that all Personnel are aware of and perform in accordance with the Conditions when carrying out the Services; and (iv) ensuring all intellectual property rights relating to the Services and Deliverables created by the Supplier are assigned to the Customer, free of all encumbrances.

13.2 Supplier shall indemnify the Customer from any possible claims by the tax authorities and the social security board with respect to wage tax, social security premium and any related costs incurred by the Customer as a result of or out of the Services and/or arising in the event that the Services will be considered to be a (fictitious) employment relationship by the tax authorities and/or Social Security authorities or any claims related to chain liability.

13.3 The Supplier guarantees to comply with the requirements of the German Minimum Wage Legislation (hereinafter "MiLoG"). The Supplier shall ensure that its subcontractors comply with the requirements of MiLoG and it shall obtain and forward a corresponding confirmation to the Customer upon the request of the Customer. The Supplier shall indemnify the Customer against any claims by third parties in accordance with 13 MiLoG in connection with § 14 German Employment Secondment Act.

14. Assignment of rights

Except as otherwise provided by law, neither party may assign, in whole or in part, its rights and obligations hereunder to any third party without the prior written consent of the other party. It being understood however that any assignment to any Affiliate of the Customer shall not require the consent of the Supplier.

15. Audit

The Customer, its customers, their auditors and the Regulatory Authorities of the Customer and its customers (in particular the Bundesanstalt für Finanzdienstleistungsaufsicht, hereinafter "BaFin", and the ECB), if applicable, shall be entitled to carry out an audit to inspect and audit the Supplier's business establishment and the delivery of the Services at any time, fully and without hindrance. This right to inspect and audit shall also include the production of duplicates and/or copies of relevant documents. In particular, the Supplier shall grant access to all documents, data carriers, premises and systems. Furthermore, the Supplier shall provide all information, and hand over all documents, in respect of the aforementioned area of business.

16. Liability

The Supplier's liability – irrespective of its legal ground – shall be limited as follows:

16.1 Unlimited Liability: The Supplier shall be liable without limitations:

- (i) in cases of intent and gross negligence,
- (ii) in cases of injuries to life, body or health
- (iii) (pursuant to the terms of the German Product Liability Act, or
- (iv) Claims, breaches and third party claims based on or subject to clause 19,

(v) under a guarantee explicitly given by the Supplier as such in writing.

16.2 Liability for Breaches caused by simple negligence

The Supplier's liability for breaches caused by simple negligence of the Supplier, irrespective of the legal ground, shall be capped per contractual year up to 100% of the annual contractual value.

17. Warranties

Supplier shall ensure that:

- (vi) any and all Services and Deliverables provided hereunder shall be in full conformity with the Hire Confirmation and the Conditions;
- (vii) the Services shall be performed promptly, diligently, and professionally and to the Customer's satisfaction;
- (viii) its Personnel has the necessary skills and expertise to perform the Services;
- (ix) its Personnel is fully informed about the content of these Conditions and comply with all the stipulations contained herein.

18. Insurance

Supplier will ensure that for the duration of the agreement described in the Hire Confirmation, its activities are covered by an adequate insurance in respect of all liabilities which may occur as a result of the Services performed by Supplier. As proof of such, Supplier will submit a yearly proof of insurance to equensWorldline according to clause 5.3 of these Conditions.

19. Confidentiality and data protection

19.1 Confidentiality

19.1.1 Supplier shall at all times, during the term agreed upon in the Hire Confirmation and after its termination, keep in the strictest confidence all information relating to the Customer or customers of a customer of a secret, including banking secece in case applicable, confidential or proprietary nature, being any information not in the public domain or not legally obtainable from any source other than the Customer and which is provided by the Customer, or its advisors, to Supplier ("Confidential Information").

19.1.2 Supplier undertakes to inform its Personnel of the confidentiality obligations contained herein and obtain their commitment to be bound by such confidentiality obligations, prior to initiation of the Services. It ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

19.1.3 All Confidential Information shall be provided by Supplier only to its Personnel and to those ancillary partners directly involved in the performance of the Services to be performed (together the "Permitted Recipients").

19.1.4 Supplier shall ensure that all Permitted Recipients shall keep the Confidential Information secret. No Confidential Information will be provided by Supplier to any third party and Supplier shall ensure that the Permitted Recipients do not provide any Confidential Information to any third party.

19.1.5 If the engagement between the Customer and Supplier is terminated in accordance with clause 21 (Term and Termination) below or when the Services have been completed, Supplier shall immediately return, and will cause the Permitted Recipients to return, all Confidential Information (howsoever stored and whether in writing, on computer disk or any other means of storage) to the Customer.

19.1.6 The confidentiality provisions set out in this clause 19.1 (Confidentiality) shall survive any termination of the agreements confirmed by a Hire Confirmation and its Conditions for a period of three (3) years following term of the termination. After that term, the statutory rules and regulations for the obligation to keep confidentiality shall apply.

19.2 Data protection

In case that, in performing its Services under the Hire Confirmation, Supplier is processing personal data controlled by the Customer, the Parties agree to the following:

- (a) Supplier shall, in line with Article 28 (3) of the GDPR, process the personal data only on documented instructions from the Customer, on behalf of the Customer and only for the purposes of performing the Services and these Conditions and only in accordance with the instructions contained in the Hire Confirmation and these Conditions or received from the Customer from time to time; Supplier shall inform the Customer promptly if it deems any instructions to be in conflict with applicable laws or otherwise unlawful or in conflict with the terms of the Hire Confirmation and these Conditions. Supplier shall

immediately inform the Customer if, in its opinion, an instruction infringes the GDPR or national or local data protection legislation;

- (b) Supplier shall process personal data in accordance with the GDPR and all applicable national and/or local laws, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by the European Union or other applicable national and/or local legislation to which Supplier is subject; in such a case, Supplier shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- (c) Supplier shall not transfer, or otherwise process any personal data outside (a) the European Economic Area or b) those territories in respect of which the European Commission has made a positive finding of adequacy of the protection of personal data, except with the prior written consent of the Customer and in accordance with any additional terms the Customer may impose on such transfer, e.g. a contract incorporating the EU-Standard Contractual-Clauses. The foregoing provisions of this clause shall apply to any onward transfer from such permitted territories;
- (d) Supplier shall not modify, amend, alter the content of the personal data or use it for its own purpose or disclose or otherwise communicate or permit the disclosure or other communication of any of the personal data to any third party, except as specifically instructed by the Customer and as necessary for the purpose of performing the Services; for the avoidance of doubt, disclosure of personal data by Supplier where required by law shall require the Customer's prior written approval, which will not be unreasonably withheld;
- (e) Supplier shall not engage any sub-contractor for the processing of personal data controlled by the Customer without prior written approval of the Customer. Subject to the aforementioned prior written consent, Supplier shall have the obligation to conclude a written agreement with such subcontractor. The same data protection obligations as set out in these Conditions and the Hire Confirmation shall be imposed on the subcontractor by way of this written agreement, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR and all applicable national and/or local legislation. Supplier shall be fully liable towards the Customer for any such sub-processor engaged by it. Supplier shall warrant and guarantee that its subcontractor(s) shall comply with the GDPR and all applicable national and/or local legislation. Where the subcontractor fails to fulfil its data protection obligations, Supplier shall remain fully liable to the Customer for the performance of the subcontractor's obligations;
- (f) Supplier shall take the appropriate technical and organizational measures (including the security measures required pursuant to Article 32 of the GDPR) to protect the personal data against unauthorized or unlawful processing and against unlawful or accidental destruction, accidental loss, falsification, unauthorized dissemination, damage, alteration, unauthorized access or disclosure. Supplier agrees to store and process personal data from other data controllers strictly separate from the personal data processed as a result from the Services. Supplier shall keep proper records of any such measures taken within its organization and supervise compliance on a regular basis. Supplier shall, taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR. Supplier shall also assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to Supplier;
- (g) Supplier shall take reasonable steps to ensure the reliability of any of Supplier's employees, agents, contractors and sub-processors who have access to the personal data. Supplier shall ensure that only those of Supplier's Personnel who need to have access to the personal data are granted access to such data and only for the purpose of the performance of the Services and that they are informed of the confidential nature of the personal data. Supplier must require its Personnel to acknowledge the terms of this clause and ensure compliance by its Personnel with these terms;
- (h) Supplier shall use all reasonable efforts and provide full cooperation to assist the Customer in complying with all obligations imposed by Data Protection Laws on the Customer, in particular in respect of the data subject's right of access and its rights to rectification and erasure of the data within the statutory response periods; Supplier shall promptly comply with any request from the Customer requiring Supplier to amend, transfer or delete personal data and Supplier shall promptly notify the Customer of any personal data incident in connection with its data processing activity; personal data incidents include situations of personal data breach and any other unauthorized or other unlawful disclosure or processing of personal data and situations where any personal data is lost, destroyed or becomes damaged, corrupted or unusable; the notification to the Customer must include all the relevant information needed for the Customer to comply with its obligations under applicable law; Supplier must restore any lost, destroyed or damaged, corrupted or unusable personal data at its own expense. Supplier shall not give any information on personal data incidents to third parties.

In addition to Article 33 (2) of the GDPR the notification of Supplier to the Customer in case of a personal data breach shall at least:

- describe the type and nature of the personal data breach including where possible, the categories and the number of data subjects concerned and the categories and approximate number personal data records concerned;
- communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- describe the likely consequences of the personal data breach;
- describe the measures taken or proposed to be taken by Supplier to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects;

In case of data breach, Supplier shall make its best efforts to assist the Customer in fulfilling the Customer's obligation to notify the relevant supervisory authority and data subjects of a personal data breach under Articles 33 and 34 of the GDPR. Furthermore, Supplier shall take all urgent appropriate measures and cooperate with the Customer to contain the breach, protect the personal data and inform the Customer without undue delay (at least within a timeframe that enables the Customer to comply with its (notification) obligations under the GDPR);

- (i) Supplier shall permit the Customer or its external advisers (subject to such advisers being bound by satisfactory confidentiality obligations) to inspect or audit Supplier's data processing activities and to comply with reasonable requests or directions of the Customer to enable the Customer to verify that Supplier is in compliance with its obligations under the Hire Confirmation and these Conditions. During the course of the audit, Supplier shall make available one or more of its managers or senior officials with the appropriate level of expertise and authority to (i) answer any reasonable queries of the Customer or its external advisers, and (ii) permit access to all relevant facilities and systems used by Supplier to process personal data;
- (j) Promptly after termination of the Services as agreed upon in the Hire Confirmation or upon request by the Customer at any time, Supplier shall and shall procure that its sub-processors shall at the choice of the Customer promptly return to the Customer, or destroy, or delete from its systems, all personal information, materials, documentation (including all copies in every form and media) in its power, possession or control unless legislation or a legal requirement imposed on the Supplier (or on the subprocessor) prevents it from returning, destroying or deleting all or part of the personal data processed. Upon request of the Customer, Supplier shall provide sufficient evidence to the Customer of the return, the destruction or deletion of the personal information. In circumstances where Supplier is not able to return, destroy or delete the personal data on account of legislation or a legal requirement imposed on it, Supplier guarantees the confidentiality of the personal data transferred and will not undertake any further processing of the personal data;
- (k) Supplier shall indemnify the Customer against all third-party claims which may be filed or threatened against the Customer because of violation of any applicable Data Protection Laws which are attributable to Supplier;
- (l) Supplier shall indemnify the Customer against all claims of third parties, including government bodies, which may be filed or threatened against the Customer because of a violation of the laws concerning the statutory retention periods by Supplier;
- (m) For the purpose of this clause, "personal data", "process/processing", "controller" and "processor" shall have the same meaning as in the applicable Data Protection Laws or Regulation (EU) 2016/679 (the "GDPR"); in particular and without limitation in relation to personal data of which the Customer is the "data controller" and which Supplier "processes" on behalf of controller. "Data Protection Laws" mean all applicable country-specific data protection laws, including and not limited to the GDPR and the Swiss Data Protection Act with regard to the processing of personal information, whether in existence as of the effective date of the Hire Confirmation or enacted during the performance of the Services; "personal data breach" shall have the same meaning as in the GDPR;
- (n) Supplier shall make available to the Customer, without any additional cost for the Customer, all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer;
- (o) Supplier shall at the choice of the Customer and without any additional costs for the Customer, irrevocably delete, remove or return all the personal data to the Customer upon termination of/dissolving the Hire Confirmation, expiration of the retention period(s) as agreed or at request of the Customer and delete existing copies unless Union or other national or local legislation requires storage of the personal data. At the request of the Customer, Supplier shall provide with reasonable evidence of its compliance to irrevocably delete or removal of the personal data. Any return of personal data to the Customer shall take place in a general acceptable, structured data format by electronic means. If it is not possible to return or irrevocably delete or remove the data, Supplier shall immediately inform the Customer. In that case Supplier guarantees that the personal data will be treated confidential and that the personal data will no longer be processed;

- (p) For the purpose of this clause only, the Customer has entered into the agreement laid down in the Hire Confirmation on its own behalf and on behalf and for the account of any Affiliates for which Supplier also processes personal data of which the Affiliates are data controllers;
- (q) The provisions in this clause shall constitute the processing agreement between the Customer and Supplier and between each of the Affiliates and Supplier respectively as required pursuant to applicable Data Protection Laws.

20. Timescales and delays

20.1 The Customer shall expect from Supplier full support in order to meet the deadlines, if any, set forth in the Hire Confirmation. Supplier will use its best efforts to ensure that the Services and Deliverables or parts thereof are completed by the planned completion date specified in the Hire Confirmation, or such later date as may be determined by the Customer at its sole discretion.

20.2 In the event of any failure by Supplier to perform the Services or deliver the Deliverables in accordance with the Hire Confirmation as a result of any act or omission of Supplier or its Personnel, the Customer shall have the right to withhold payment of related Fees until the agreement has been performed to the Customer's satisfaction, without prejudice to any other remedies of the Customer under German law.

21 Term and termination

21.1 the Customer may terminate any agreement as confirmed in the Hire Confirmation without cause with a notice period of one month subject to settling in full all amounts due under such Hire Confirmation as at the date of such termination as further mentioned in clause 21.2 below. Consistent with the preceding sentence, the Customer shall compensate Supplier for the following costs: All work completed and reasonable expenses incurred up to the date of termination pursuant to approval by the Customer of days or hours worked.

21.2 If an agreement between the Customer and Supplier has been terminated in accordance with clause 21.1 above, the Customer shall be under no liability other than to make payment for satisfactory Services rendered up to the effective termination date and any authorized expenses incurred or committed to the date of termination. Such termination shall be without prejudice to any rights that the Customer has against Supplier.

21.3 Notwithstanding its other remedies, the Customer may immediately terminate an agreement with Supplier for good cause if Supplier (i) is in material breach of any of its obligations hereunder or these Conditions and/or Hire Confirmation, which breach continues after written notice and a reasonable opportunity to cure or (ii) is unable to pay its debts as they mature; becomes insolvent; is subject to bankruptcy, reorganization, moratorium, insolvency or similar proceedings for the relief of financially distressed debtors; is subject to winding up, dissolution or liquidation (judicial or non-judicial) proceedings; voluntarily or involuntarily suspends or discontinues its business; liquidates or sells a substantial part of its assets; makes an assignment for the benefit of its creditors; or is subject to the appointment of a receiver, liquidator or other third party over its assets or business.

22. Compliance

Supplier shall comply with all laws and regulations in force in the country where the Services and Deliverables are to be provided under the Hire Confirmation and the Conditions. Such regulations shall include, but are not limited to: 1) the Customer's most recent Code of Conduct, plus additional instructions issued by the Customer and 2) regulations and laws regarding the payment of taxes and premiums, safety, environment, health and safety measures.

23. Governing Law

The Conditions are construed in accordance with German law and will be subject to the jurisdiction of the competent court in Frankfurt am Main, Germany.

24. Publicity

Supplier shall not use the Customer's name or trademarks or any language, pictures or symbols which could, in the Customer's judgment, indicate or imply the Customer's involvement in or endorsement of any written or oral advertisement or presentation, brochure, newsletter, book or other published material, without the Customer's prior written consent.

25. Notices

Any notice, request, demand or other communication given or made under the Hire Confirmation and these Conditions shall be sent by e-mail to the relevant Party. Notices of termination shall be sent by registered mail.

26. Non-solicitation

Neither Party shall during the term of this Agreement and for a period of twelve (12) months thereafter, directly solicit, entice away or employ employees or independent contractors of the other, such prohibition not to extend to cases where such employees of contractors respond to indirect advertisements including, without limitation, advertisements placed on the internet.

27. Entire agreement and Conditions

27.1 The Conditions and Hire Confirmation constitute the whole agreement between the Customer and Supplier.

27.2 The Hire Confirmation and Conditions shall supersede any prior promises, representation, undertakings or implications whether oral or in writing and, for the avoidance of doubt, the parties acknowledge that neither has entered into any agreement in reliance upon any representation or term other than those which are referred to in the Hire Confirmation and these Conditions.

28. Severability

If any provisions of the Hire Confirmation or the Conditions or the applicability of any provision thereof shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of the Hire Confirmation and these Conditions shall continue in full force and effect.

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