Terms and Conditions of InStaff & Jobs GmbH

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1. Offer

InStaff & Jobs GmbH (hereinafter “InStaff”) runs the online portal www.instaff.jobs which allows clients to enter a request for temporary workers and to book them. After the verification of the request, InStaff publishes this request as a job offer to the temporary workers registered on www.instaff.jobs. After the temporary workers have given feedback concerning their availability, the client receives an email with a hyperlink to a selection of profiles of available temporary workers. These profiles include the individual hourly rate of the temporary worker and the estimated total costs when booking the worker. This constitutes an offer for the booking of a temporary worker from InStaff to the client. The offer is temporarily limited, the expiration date is shown in the email mentioned before.

Choosing one or more temporary workers and finishing the booking confirmation constitutes the acceptance of the offer through the client (subsequently called a "booking"). Shortly after the booking, the client receives a booking confirmation via email from InStaff.

Is the booking executed by an authorized third party (e.g an event agency), the booking party shall be contract partner of InStaff within the meaning of the contract and the terms and conditions.

The German Law on Labour Leasing (= Arbeitnehmerüberlassungsgesetz, in short: AÜG), the framework contract and these terms and conditions constitute the legal framework. Any agreements to the contrary need to be approved by InStaff in a written form by email.

InStaff's offer for the provision of temporary workers is directed exclusively at Clients acting in the exercise of their commercial, self-employed professional, or official activities. The conclusion of contracts with consumers within the meaning of Section 13 BGB (German Civil Code) as Clients is excluded.

2. Temporary employment

Determined by a notice of the Federal Agency of Employment Kiel, InStaff received the official authorization to act as a Temporary Employment Agency on August 8, 2014. This authorization has been extended on July 23, 2017 for an unlimited term.

The client has the duty of care as an employer for the temporary workers during the temporary employment. It is mandatory for the client to enforce accident prevention regulations and health regulations at the location of employment as well as providing first aid facilities. Furthermore, the client shall observe the legally determined limits of working hours.

According to § 12 section 2 of the Labor Protection Law, the client shall inform the temporary worker beforehand of the temporary employment about the accident prevention regulations at the working place and provide protective clothing and equipment. This also applies in case of a change of the working environment.

The client is responsible for the work coordination in accordance with the BGV A1 accident regulation prevention. InStaff does not accept liability for any loss resulting from not respecting the accident regulation prevention by the client.

The client is obliged to report any accidents at work to InStaff. Moreover, any work-related accidents need to be reported immediately to the employers liability insurance association.

3. Duties of InStaff

InStaff trains the temporary workers for the temporary work according to the clients request and to the job offer. Among other things, this includes the briefing for clothing and general appearance during the event.

InStaff is obliged to carry out the duties of an employer, excluding the duty of care during the working time.This includes

especially the correct accounting of the temporary employees and the correct payment of any taxes resulting from the employment, such as social security taxes and income taxes.

4. Duties of the client

The client is obligated not to forward the emails sent to him from InStaff to a Third Party or grant a Third Party access to his email account. Hyperlinks contained in these emails may give a Third Party access to an order that's liable for payment. In case the client violates this duty and a Third Party carries out a booking in the name of the client, the client is obligated to use the service booked. In case of a cancellation of this booking, § 10 Cancellation of assignment of these terms is applied.

The client agrees to enter a complete and correct job description in the form "Job description" via the InStaff portal. InStaff is permitted to cancel the contract in case the client conceals any details of the work description such as:

- the religious and / or political background of a deployment,
- the staff needs to wear a costume during her/his work time, or
- the staff needs to wear provocative clothing during work time, or
- the staff needs to carry out tasks which have not been mentioned in the job description.

If temporary workers refuse to work because of these reasons, InStaff is permitted to cancel the contract. The client is obliged to compensate the loss of up to 80% of the total booking amount. If InStaff proves a higher loss, the client will be charged this amount.

The client is obliged to provide all information necessary for the contractual performance of the order. This includes in particular authorisations to access certain areas. The client shall appoint a deputy responsible for the execution of the deployment at the latest at the start of the deployment in order to ensure that the deployment runs smoothly.

In case a temporary employee shall be employed on days when employment is only allowed with official permit, the client has to obtain the authorization before the work assignment. This also applies for places with restricted accessibility and for working tasks which require an official authorization. If a temporary employee gets in contact with fresh food that is at risk of getting contaminated with vermins, the client is especially obliged to carry out the instruction according to §43, paragraph 4 of German IfSG and to document it.

The client is obliged to state the city of the place of deployment in the staff request. In addition, the client is obliged to provide the actually deployed temporary workers with the exact address of the place of deployment. Should the client not provide an exact address, the main entrance of the city's main railway station shall be deemed to be the place of deployment. In this case, the client is obliged to collect the deployed temporary workers from the main entrance of the city's main railway station at the beginning of the deployment.

The client is obliged to truthfully complete and sign the framework contract prior to the first staff booking and to send it to InStaff by postal mail within 10 days. If the client fails to do so, an employment relationship between the client and the booked temporary worker is feigned. The client is then obliged to carry out the proper payroll accounting of the temporary worker and to compensate InStaff for the damage incurred in the form of lost profit.

The client is obliged to provide the information necessary to assess compliance with the principle of equal pay and equal treatment for employees pursuant to § 8 and § 9 section 2 AÜG on the framework contract and to inform InStaff immediately of any deviations therefrom. In the event of incorrect or incomplete information, the customer is obliged to compensate InStaff for any resulting damages resulting therefrom (e.g. additional wages, interest on arrears for these wages, fees for corrections of payroll accounting, etc.). In addition to the demonstrable damage, the client undertakes to pay a processing fee of EUR 59.50 (incl. VAT) to InStaff for each payroll accounting of an employee that needs to be corrected.

5. Liability

Liability is excluded in case of minor negligence of contractual obligations. Further claims are excluded. InStaff accepts no liability for loss of profit.

InStaff accepts no liability in case of interruption of performance in case of force majeure or other incidents that cause a temporary or permanent interruption or obstruction of work. As far as the liability of InStaff is excluded or limited, this shall also apply to the personal liability of employees, staff, colleagues, legal representatives and vicarious agents.

All claims of the client concerning deficiency of supply or service expire within one year starting at the legal statue of limitation. InStaff does not accept liability for consequential damage.

Claims against InStaff are to be asserted in writing within one month after finishing the contract. After expiration of this deadline, claims can only be asserted if the client was prevented without fault to obey this period.

Claims for damages against InStaff are not limited in case of gross negligence, breach of essential contractual duties or events causing injury to life, personal injury or injury to health.

6. Takeover of staff and contractual penalty

For each personnel assignment, the client receives a personnel selection from InStaff free of charge and without obligation. In this selection, the client can confirm (= book) one or more temporary workers bindingly for an assignment and send messages to the temporary workers already before this booking in order to clarify possible queries or to arrange a telephone interview.

Instead of using InStaff's regular employee leasing service and leasing a person via InStaff, the client can take over this person himself. Through this so-called staff takeover, the client acquires the right to hire the desired employee himself/herself, to hire him/her as a subcontractor/freelancer or to subcontract him/her to third parties. In particular, a takeover of staff is also deemed to have taken place if a company legally or economically affiliated with the client enters into an employment relationship with the temporary worker. Should the client take over the staff, a claim for payment of a takeover fee arises from InStaff against the client, which is calculated as follows.

The takeover fee per person depends on two factors:

1) Gross annual salary: The future gross annual salary that the person will earn with the client. The higher the gross annual salary, the higher the transfer fee.
2) Number of days previously leased: The number of days the client has leased this person from InStaff in the past. The more days the person has already been leased from InStaff, the lower the transfer fee.

The transfer fee is calculated as follows:
Transfer fee = gross annual salary * (70 - days previously leased) / 70 * 15 %

Example of a calculation, if the client wants to take over the person "Max Maier" as a part-time employee:

- Max Maier has so far been leased by the client from InStaff for 2 jobs of 3 days each. The days previously leased are therefore 6 days.
- Now the client would like to employ Max Maier as a part-time employee for a limited period of 6 months. The monthly gross salary is 800 EUR. Thus, the gross annual salary is 800 EUR x 6 = 4,800 EUR.
- Therefore, the takeover fee is: 4,800 EUR * (70 - 6) / 70 * 15 % = 658.29 EUR plus the applicable statutory VAT.

The client is obliged to notify InStaff of the desired takeover before concluding an employment agreement with the relevant employee. After notification, InStaff will provide the client with an exact offer in accordance with the above calculation methodology for the takeover.

The client will be in breach of this notification obligation if he provides InStaff with false, incomplete or no information on the new employment relationship or does not notify InStaff of the takeover or only after the conclusion of the contract. In the event of a breach of the notification obligation, the client undertakes to pay a contractual penalty to InStaff. This is twice the amount of the takeover fee otherwise due, but at least EUR 1,500 per employee.

Until 6 months after the end of the last assignment of the staff via InStaff (or 6 months after the client has obtained the

contact details if the person has never been leased), the takeover of the InStaff staff member or the contact via InStaff the above takeover fee is applicable. If the staff is deployed at a trade fair or an annually recurring event, a takeover by the contact via InStaff is also assumed in the event of deployment at the next event date. The client has the possibility to prove to InStaff that the takeover of the employee or the obtaining of the contact details did not come about via InStaff.

7. Rejection of the temporary worker

In the event of the intended rejection of a temporary worker, the client is obliged to inform InStaff in writing of the relevant motives prior to the rejection. InStaff will then review whether the reasons in this case justify the immediate termination of employment of the employee (e.g. refusal to work, insulting the client, business-damaging statements about the client, fraud, theft and embezzlement to the damage of the client, suspicion of a criminal offence, taking unauthorised leave, threatening to take sick leave, sexual harassment of colleagues, working time fraud). Should InStaff determine that the motives justify termination without notice, the client has the option to withdraw from the booking of the respective employee with immediate effect after review and written confirmation by InStaff. In this case, only the working time worked up to that point is to be paid.

Refusal of explanation or an insufficient explanation for an immediate dismissal leads to cancellation of the assignment according to § 10. Cancellation of assignment. In this case InStaff charges 80 % of the estimated total price.

After refusal, the client has the right (not the duty) to book another temporary worker. The time limit for the supply of another temporary worker is according to § 8. Supply of replacement staff. InStaff has the duty to supply replacement staff only in case the temporary worker was not selected with due care.

If the client refrains from refusal of the temporary worker, no claims for damages may be claimed.

8. Supply of replacement staff

In case the booked temporary worker is ill or does not appear, InStaff supplies an equivalent replacement worker within 24 hours without charging extra costs.

9. Minimum booking duration and reduction of working time of a temporary worker

For each temporary worker, a minimum booking duration of an average of two working hours per day of deployment applies to job offers and direct job offers. For the calculation, the total booked working hours for the temporary worker are divided by the number of days on which working time is scheduled for them. Days without scheduled working time are not taken into account for the calculation. The average booking duration calculated in this way must not fall below two working hours per day of deployment.

Irrespective of the average minimum booking duration, the booked working time on each day of deployment must be at least 30 minutes.

A reduction of up to 20 % in the total number of working hours previously agreed between InStaff and the client for the temporary workers is permitted. If the working time is reduced by more than 20 % of the previously agreed working hours, the client is obliged to pay for at least 80 % of the booked working hours (InStaff will also pay the temporary workers for at least 80 % of the booked working time).

These regulations apply to every single temporary worker individually and not to the total amount of working hours of all booked temporary workers combined.

10. Cancellation of assignment

In case of cancellation of the assignment by the client, the client will be charged 80 % of the total costs for the temporary staff estimated beforehand as cancellation fees. This is independent of the particular date of the cancellation.

These cancellation fees also apply if the client notifies the temporary workers, that the order has been cancelled and the employees do not appear at work for this reason. In this case, the client can not claim that the temporary workers did not

offer their work and the cancellation fees are not payable for this reason.

11. Check of working hours

After the mission, the client receives an email with a link to a list of the temporary workers booked and their stated working hours. The client agrees to check and confirm the working hours or in case of false information, reject the hours within 7 days. If the client does not react to the request for confirmation of hours within 7 days, InStaff will charge the working hours indicated by the temporary workers. Subsequent changes of the working hours incur a surcharge of 23,80 EUR (incl. VAT) if the payroll accounting of the employee whose hours have to be changed, has not been done yet. If the payroll accounting has already been done, the surcharge amounts to 59,50 EUR (incl. VAT) because of the increased effort to carry out the change. The hours have to be paid in five-minute intervals whereas every interval started has to be paid completely.

12. Prices and payment terms

All prices shown on www.instaff.jobs and its sub pages do not include value-added tax for commercial clients.

InStaff will provide the client with the invoice in the client's InStaff account at https://www.instaff.jobs/customer/invoices/unpaid within 24 hours after the control of the working hours. The client agrees that invoices will be made available to them electronically in PDF format and is obliged to retrieve the invoices from his account. Invoices are due immediately after invoicing and must be paid no later than 10 days after the issuing date.

Simultaneously with the placement of the invoice in the client's account, InStaff will try to inform the client about this new invoice by email. However, it is beyond the control of InStaff to guarantee the delivery of this information email. If the client has not received any information about an invoice from InStaff by email within 10 days after the end of the assignment, he is therefore obliged to inform InStaff. The client cannot refer to the fact that he did not receive the invoice by email to explain a delay of the payment deadline.

Disregarding the payment deadline causes delay without further notice. In case of delay, InStaff is entitled to charge 9 percentage points on top of the current interest rate published by the European Central Bank. In case of delay, InStaff is permitted to refuse any services resulting from other contractual relationships. For damages resulting from this nonperformance, InStaff is not liable.

In case the foreseeable invoice amount surpasses 5,000 EUR net and there is no prior business relationship between InStaff and the client, InStaff is entitled to demand advance payments of up to 50% of the probable invoice amount from the client. If InStaff requests such an advance payment, no further booking of staff will be possible until the advance payment has been made. The advance payment will be offset against the actual invoice amount after the final invoice has been issued.

In case the client asks a temporary worker to advance payments, InStaff is obliged to reimburse the advanced payment at sight of the bill. InStaff is permitted to charge 43% on the advanced payment which is taken into charge in the final bill.

13. Ratings & Self-Promotion

During the check of the indicated working hours, the client has the option to rate the performance of the temporary workers. InStaff is entitled to publish this rating together with the clients company name, its logo and the name of the contact person publicly on www.instaff.jobs, all its sub pages and on Third Party websites (as for example social media pages of InStaff & Jobs GmbH). Furthermore, InStaff is entitled to use the logo of the client and the corresponding rating in a digital and analog manner in all media suited for this usage (e.g. the usage online and in print version in any way possible) for self-promotion. This permission is valid for 8 years after the end of the last cooperation.

After the mission, the employees of InStaff have the opportunity to assign a rating to the mission itself and the employer. InStaff is entitled to use the mission name, these ratings about the employer and the uploaded mission pictures for all purposes of self-promotion on www.instaff.jobs, all its sub pages and on Third Party websites (as for example social media pages of InStaff & Jobs GmbH). The client has the possibility to prohibit InStaff employees to create reports and / or pictures of this mission before the first day of the mission in written form. In this case, InStaff will delete the reports and

/ or images uploaded for the mission free of charge. If the client has failed to issue a written prohibition to the InStaff employees or cannot prove this prohibition, InStaff may change or remove the deployed titles, reports and images already created for a processing fee of 23.80 EUR (excl. VAT) per package (mission title, report and image).

14. Protection of personal data of employees

If necessary for the agreement and successful realization of the deployment of a temporary employee, the client is granted the privilege to forward the sedcards, phone numbers and Email addresses of booked employees to the team lead on the site of the deployment and the other employees of this deployment. Beyond that, the client is obliged to strictly protect the personal data of the employees by not forwarding this information to unauthorized Third Parties and not saving the personal data of employees after the end of the deployment without legal foundation. For further use of personal data, the Data Protection Declaration of InStaff applies: https://en.instaff.jobs/privacy

15. Secrecy

InStaff, every employee of InStaff and the client commit to treat all sensitive information coming to be known by carrying out the contract confidential and to use it exclusively to fulfill the contract.

16. Final provisions

The original version of the Terms and Conditions is in German (www.instaff.jobs/agb). In case of doubt the German version shall be binding.

InStaff & Jobs GmbH does not participate in dispute settlement proceedings with any consumer conciliation offices.

In case individual provisions of these conditions are or become invalid in whole or in part, the validity of the remaining provisions and of the contract itself shall not be affected. Instead of the invalid provision, a valid provision, that is economically closest to the one actually agreed upon is presumed to be agreed upon by the parties.

Additional oral agreements have not been made. Changes and amendments of these conditions or the contract must be in writing by an InStaff representative and shall be expressly indicated as such. The temporary workers booked through InStaff are no legal representatives of InStaff and not permitted to take payments.

These terms and conditions between the contract parties are subject to the law of the Federal Republic of Germany. The exclusive legal venue for any disputes arising from or in connection with the performed services shall be Berlin-Kreuzberg, Germany.