

The following General Terms and Conditions are an English translation of the German version of Atlas Titan GmbH's General Terms and Conditions.

Should errors have occurred in the translation or should there be difficulties of interpretation, the German GTC's shall apply exclusively. The present version serves only to simplify the translation of the German GTCs.

Bei den nachfolgenden Allgemeinen Geschäftsbedingungen handelt es sich um eine englische Übersetzung der deutschen Version der AGB'en der Atlas Titan GmbH.

Sollte es bei der Übersetzung zu Fehlern gekommen sein oder es Auslegungsschwierigkeiten geben, gelten ausschließlich die deutschen AGB'en. Die hier vorliegende Version dient lediglich der Vereinfachung hinsichtlich einer Übersetzung der deutschen AGB'en

General Terms and Conditions

I. Scope of application

- (1) These General Terms and Conditions (GTC) apply to all business relationships between ATLAS TITAN GmbH and its affiliated companies (hereinafter referred to as Atlas Titan) and the business partners and clients (Client), insofar as Atlas Titan or its affiliated company provides a service as a contractor.
- (2) ATLAS TITAN Nord GmbH, ATLAS TITAN Mitte GmbH, ATLAS TITAN West GmbH, ATLAS TITAN Ost GmbH and ATLAS TITAN Süd GmbH are considered affiliated companies,
ATLAS TITAN West GmbH, ATLAS TITAN Ost GmbH and ATLAS TITAN Süd GmbH.

II. General part

§ 1 General information

- (1) Atlas Titan provides its customers with consulting, realisation and support in the field of knowledge-oriented services. For this purpose, Atlas Titan concludes

contracts with its contractual partners in the area of service contracts, contracts for work and labour, employee leasing and personnel placement.

- (2) The following provisions apply in the sense of a general part to all of the four types of contract defined in more detail in these General Terms and Conditions in Chapters 1 to 4, unless they contain more specific provisions.

§ 2 Exclusivity

- (1) These General Terms and Conditions apply exclusively to all - including future - legal relationships with Atlas Titan. Deviations require special written agreement with persons expressly authorised by the management.
- (2) The application of general terms and conditions of our contractual partners is expressly excluded; they shall not become part of the contract even if we do not expressly object to them. They shall also not be recognised by mutual performance. They shall also not apply if reference is made to them in individual correspondence.
- (3) Individual agreements made with our contractual partners in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these General Terms and Conditions.
- (4) A written contract or our written confirmation is authoritative for the content of such agreements.

§ 3 Prohibition of set-off

- (1) Offsetting or assertion of a right of retention is only possible to the extent that the amounts in question are recognised by the courts.
- (2) Counterclaims that are disputed but ready for judgement are also deemed to be amounts recognised by the court.

§ 4 Applicable law

- (1) All contracts concluded between Atlas Titan and the contractual partners shall be governed by the law of the Federal Republic of Germany to the exclusion of international and supranational (contractual) legal systems, in particular the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction is always the registered office of the respective ATLAS TITAN company.

§ 5 Ownership and copyright

- (1) If Atlas Titan creates drawings, models, tools or devices or develops software that serve as aids for the fulfilment of the contractual relationship, Atlas Titan shall be entitled to the sole property rights and copyrights thereto. The Contractual Partner is not entitled to make these accessible to third parties or to utilise them itself. Upon request, these work materials shall be returned to Atlas Titan. Reproduction, transfer and use of software developed by Atlas Titan for non-contractual purposes are not permitted. Any further use shall require the prior written consent of Atlas Titan and shall be remunerated separately.
- (2) In the case of any employee inventions or suggestions for improvement made by employees of Atlas Titan during the performance of the contractual relationship and which are directly related to or connected with the contractual relationship, Atlas Titan is obliged, at the request of the Contractual Partner, to make use of the invention without restriction or to a limited extent and to transfer the resulting rights to the Contractual Partner step by step in return for indemnification against any financial obligations to its employees resulting from an employee invention.
- (3) The Employee Inventions Act applies accordingly.

§ 6 Place of jurisdiction and place of fulfilment

- (1) If the contractual partner is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be Hildesheim.

- (2) All disputes shall be settled in accordance with German law to the exclusion of all arbitration. The place of fulfilment for ATLAS TITAN GmbH is Vechelde or the registered office of the respective regional company.

§ 7 Retention of written form

- (1) There are no verbal collateral agreements. Verbal collateral agreements made at a later date require written confirmation by Atlas Titan in order to be valid.

§ 8 Severability clause

- (1) Should one or more provisions of our General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. If such a provision is invalid, the contracting parties undertake to replace this provision with a provision that comes as close as possible to the desired regulation in this provision. If this is not legally possible, the relevant statutory provisions shall apply.
- (2) Legally relevant declarations and notifications to be made to us by the contractual partner after conclusion of the contract (e.g. setting of a deadline, warning, declaration of cancellation) must be made in writing to be effective.
- (3) The same applies to the contracts concluded with Atlas Titan itself.

III. Contracts for work

§ 9 Subject matter of the contract

- (1) Atlas Titan shall perform defined work services for the Customer. The scope of services, subject matter and time shall be agreed in writing between the Customer and Atlas Titan prior to the commencement of the execution of an order.

§ 10 Service provision

- (1) Atlas Titan shall carry out the work in suitable premises at a location in accordance with an individual contractual agreement.
- (2) Atlas Titan reserves the right to subcontract some or all of the agreed work to third-party companies.

§ 11 Order fulfilment

- (1) The customer shall provide the technical, operational and other information and guidelines required to fulfil the orders.

§ 12 Right to issue instructions

- (1) Supervision, guidance and instruction of its vicarious agents shall be the sole responsibility of Atlas Titan, even if the execution of the order takes place at the Customer's premises.
- (2) Notwithstanding the foregoing, the Customer shall have the right to issue order-related instructions concerning the work result.

§ 13 Performance progress

- (1) The progress of the work shall be confirmed by the customer by signing the progress reports submitted to him.
- (2) After completion of the order, an acceptance report shall be drawn up and signed by the Customer and Atlas Titan.
- (3) This also applies to self-contained partial services.

§ 14 Terms and conditions

- (1) The prices of Atlas Titan can be agreed as a binding fixed price (per sub-trade/total), as daily rates or on an hourly basis. They are generally subject to the applicable statutory value added tax.
- (2) Invoicing is based on the progress of the work in instalments, which are paid monthly as soon as the work takes more than two calendar months to complete.

- (3) In such cases, Atlas Titan will issue partial invoices, which must be paid within ten days without deduction.
- (4) The final payment shall be made after acceptance and receipt of the final invoice. If the order is cancelled due to circumstances for which Atlas Titan is not responsible, the scope of services rendered up to that point shall be invoiced.

§ 15 Liability and warranty for defects

- (1) The statutory provisions shall apply to the rights of the customer in the event of material defects and defects of title (including incorrect and short deliveries as well as improper assembly or faulty assembly instructions), unless otherwise specified below.
- (2) In all cases, the special statutory provisions for final delivery of the goods to a consumer (supplier recourse pursuant to Sections 478, 479 BGB) remain unaffected.
- (3) Definition of defects: The Atlas Titan plants are constantly kept up to date with the latest technology and are subject to continuous further development. Changes to the design or execution therefore do not justify complaints. Atlas Titan shall not be liable for defects caused by faulty execution of planning services. Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not (Section 633 (2) BGB). However, Atlas Titan assumes no liability for public statements made by the manufacturer or other third parties (e.g. advertising statements).
- (4) Obligation to give notice of defects: The customer must comply with the obligations to give notice of defects applicable among merchants. Any complaints must be made in writing or in text form. If the text form is chosen, a corresponding email must be sent to the direct contact person and a copy sent to the central address admin.gmbh@atlastitan.de. If the Customer fails to properly inspect the goods and/or report defects, Atlas Titan shall not be liable for the unreported defect.

- (5) Subsequent fulfilment and reduction: Atlas Titan shall, at its discretion, rectify the defect, manufacture a new product or deliver a new product if the work is defective. Cancellation of the contract is excluded if the defect only insignificantly reduces the value or suitability for the use stipulated in the contract. In this case the Customer shall only have the right to demand a reduction of the remuneration (abatement). Atlas Titan is entitled to make the owed subsequent fulfilment dependent on the Customer paying the due remuneration. However, the Customer shall be entitled to retain a reasonable part of the remuneration in proportion to the defect. The Customer shall give Atlas Titan the time and opportunity required for the owed subsequent fulfilment. Unless otherwise stated in the following provisions, Atlas Titan shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.
- (6) Compensation: Atlas Titan shall be liable for compensation, irrespective of the legal grounds, in cases of intent and gross negligence. Liability for simple negligence on the part of its organs, legal representatives, employees or other vicarious agents is excluded. This does not apply
- a. for damages resulting from injury to life, limb or health.
 - b. for damages arising from the breach of a material contractual obligation (an obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely).

The exclusion of liability also applies to tortious claims and claims under the Product Liability Act.

- (7) Consequential financial losses are excluded from all claims for damages.

§ 16 Warranty period

- (1) The warranty period is 24 months from acceptance of the work. It is a limitation period. Exceptions are cases in which a building or a work, the success of which consists in the provision of planning or monitoring services for this (§ 634a sentence 1 no. 2 BGB), is owed.

§ 17 Retention of title

- (1) The work remains the property of Atlas Titan until full payment has been made. However, the Customer is entitled to use the work in accordance with the contractual provisions.

§ 18 Resignation

- (1) Atlas Titan has the right to withdraw from the contract if the Customer's financial situation deteriorates in such a way as to jeopardise Atlas Titan's claim to the agreed remuneration.
- (2) The same shall apply if the customer has provided false information about his creditworthiness prior to the conclusion of the contract.

§ 19 Default and impossibility

- (1) If Atlas Titan is in default and if a reasonable deadline set by the Customer for performance or subsequent fulfilment is not met, the Customer shall only be entitled to withdraw from the contract if it has no interest in any partial performance.
- (2) The Customer shall only be entitled to further rights and claims, in particular claims for damages, for damages typically foreseeable in the transaction of the type in question. However, even then Atlas Titan shall only be liable up to the amount of the order.

§ 20 Cancellation

- (1) Notwithstanding the right to terminate without notice, contracts for work and services may be terminated by either party with four weeks' notice to the end of the month if the contract was not concluded for the fulfilment of a fixed period or a fixed result.

IV. Service contracts

§ 21 Subject matter of the contract

- (1) Atlas Titan shall perform defined services for the Customer. The scope of services, subject matter and time shall be agreed in writing between the Customer and Atlas Titan prior to the commencement of the execution of an order.
- (2) §§ Sections 10 - 20 apply equally to employment contracts.

V. Temporary employment

§ 22 General information

- (1) Atlas Titan is a group of companies for consulting, realisation and support in the field of knowledge-oriented services with a licence for temporary employment.

§ 23 Collective labour agreement

- (1) Atlas Titan is a member of IGZ. The corresponding collective labour agreement is available for inspection.

§ 24 Employees of Atlas Titan

- (1) No contractual relationship is established between the Atlas Titan employee provided within the framework of the German Temporary Employment Act (Arbeitnehmerüberlassungsgesetz) and the Client. Atlas Titan shall remain the employer in any case.
- (2) During the customer's assignment, the employee is subject to the management, supervision and work instructions of the client. In this context, the employee shall only be liable for damage caused by him during his work for the client in the event of intent and gross negligence.
- (3) Employees are sworn to secrecy by Atlas Titan.

- (4) The client undertakes to inform the employees about the accident prevention regulations applicable in his company before commencing work and to make the corresponding documentation available to the client. To ensure the workplace-related risk assessment, the Contractor is granted the right to inspect the premises.

§ 25 Selection of employees

- (1) Atlas Titan provides the client with carefully screened employees with the professional qualifications required for the job.
- (2) The Client is obliged to satisfy itself of the suitability of the employee assigned to it and to inform the Contractor of a corresponding comparative remuneration.
- (3) Should justified complaints by the Client arise after the first eight hours of the employee's work and be reported to Atlas Titan within this period, these will not be charged for up to eight working hours.
- (4) During the employee's assignment, Atlas Titan is authorised to replace the employee with an equally qualified employee.
- (5) If exceptional circumstances occur, Atlas Titan may postpone the provision of employees or cancel the order in whole or in part without any claims for damages.

§ 26 Deployment of employees

- (1) The Client undertakes to deploy the employees of Atlas Titan exclusively at the contractually agreed location and for the contractually agreed activity.
- (2) The Client undertakes to provide the employees of Atlas Titan only with operationally safe work equipment and machines. It shall ensure that only work equipment and machines are used that are required for the performance of the activity and in which the employees have been instructed accordingly. He also undertakes to comply with the statutory regulations on working hours (Working Hours Act). He shall ensure that the accident prevention regulations and the provisions of the Occupational Health and Safety Act and the Infection Protection Act are complied with at the place of employment.

- (3) The Client must notify the Contractor of the medical check-ups required for the work to be performed. These are recorded in the employee leasing contract.
- (4) In the event of an accident at work, Atlas Titan must be informed immediately. If the employee is deployed in a position of trust and has access to money and valuables, a separate agreement must be made in advance.
- (5) In the event of a change to the order, for example a change in the activity to be performed, etc., the Client is obliged to inform Atlas Titan immediately so that any necessary protective measures such as protective equipment, occupational health check-ups, etc. can be clarified and implemented.
- (6) The Client shall grant Atlas Titan access to the employee's place of work if there is a legitimate interest in doing so. The Client is responsible for submitting the statutory control reports in accordance with Section 28 a (4) SGB IV.

§ 27 Overtime

- (1) The client shall ensure that any necessary official authorisation for overtime and Sunday working is obtained.
- (2) In addition, the Client shall inform Atlas Titan immediately of the reasons for the extraordinary overtime. Surcharges for overtime shall be governed by the employee leasing agreement (to be concluded).

§ 28 Enticement of employees

- (1) In accordance with a loyalty agreement, the Client is prohibited from entering into a contractual relationship with employees of the Contractor during the term of the contract and for 6 months thereafter; in the event of non-compliance, compensation must be paid in the amount specified in Section 32 (2).

§ 29 Liability

- (1) Atlas Titan is liable for the proper selection of its employees with regard to the contractually agreed activity.

- (2) Atlas Titan shall also be liable for damages - irrespective of the legal grounds - in cases of intent and gross negligence.
- (3) The liability of Atlas Titan for simple negligence of its organs, legal representatives, employees or other vicarious agents is excluded. This does not apply
 - a. for damages resulting from injury to life, limb or health,
 - b. for damages arising from the breach of an essential contractual obligation (obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely).

The exclusion of liability also applies to tortious claims. In particular, Atlas Titan shall only be liable in the event of long-term unavailability of an employee for the Client for delay and impossibility in providing the employee or replacement staff in the event of culpable behaviour within the meaning of this standard.

§ 30 Cancellation

- (1) The notice period for both parties to the temporary employment contract is two weeks to the end of the month within the first six months.
- (2) Thereafter, the cancellation period is four weeks to the end of the month. Cancellation is only valid if it is made in writing and addressed exclusively to Atlas Titan.

§ 31 Billing

- (1) The basis for invoicing are the time sheets of the Atlas Titan employee, signed and verified by the client on a monthly basis.
- (2) The hourly rate agreed in the employee leasing agreement and any surcharges plus the applicable statutory VAT shall be decisive for the calculation.
- (3) Invoices are issued on a monthly basis.
- (4) Payment is due immediately upon receipt of the invoice by the client without deduction.

- (5) If payment is not made on time, the client shall be in default even without a payment reminder and without a reminder and shall owe default interest in accordance with the statutory provisions after a reasonable period of 5 working days.
- (6) The date of receipt of payment by Atlas Titan is decisive.
- (7) Atlas Titan reserves the right to adjust the hourly rates if, after conclusion of the contract, collectively agreed wage increases occur, if employees are replaced by other employees with higher qualifications or if the monthly average (monthly indices) of the consumer price index for Germany ("CPI") determined by the Federal Statistical Office has changed compared to the level at the beginning of the contract (for the first adjustment) or (for all further adjustments) on 1 January of the respective previous year ("value protection clause"). If the Federal Statistical Office subsequently withdraws previously published index figures for earlier base years when the index is changed to a new base year, changes that have already been entered will not be corrected. For future changes, the newly published index figures will apply. If the CPI is replaced in the future by another index of a comparable nature - including a European index - this will take effect for these purposes.
- (8) The invoice shall be deemed to have been recognised if no complaint is made in writing or in text form within five working days of receipt. If the text form is chosen, a corresponding e-mail must be sent to the direct contact person and a copy sent to the central address admin.gmbh@atlastitan.de.

§ 32 Recruitment after previous assignment

- (1) If an Atlas Titan employee is taken on by Atlas Titan during or after the assignment to an employment or other contractual relationship with the Client, the Client shall pay Atlas Titan a placement fee, unless otherwise agreed.
- (2) The fee amounts to 35% of the gross annual remuneration based on the regular monthly income that the employee will earn with the client.
- (3) This payment claim arises, without any action on the part of Atlas Titan being required, upon establishment of the employment relationship and is due for payment immediately upon receipt of a corresponding invoice. A placement fee shall also be payable if the employment relationship is established between the

candidate presented by Atlas Titan and the Client during the current assignment or within 6 months after the end of the assignment or before the start of the assignment. The aforementioned shall also apply if the employment relationship with a company affiliated with the Client pursuant to Sections 15 et seq. AktG (German Stock Corporation Act) is established with a company affiliated with the Client. The Client shall inform Atlas Titan immediately upon request of the commencement of employment and the gross annual salary agreed with the employee.

VI. Recruitment agency

§ 33 Principle

- (1) Atlas Titan operates a private employment agency/recruitment agency exclusively on behalf of employers.

§ 34 Conclusion and execution of the contract

- (1) The placement contract is also concluded when the Client instructs Atlas Titan to name suitable workers for its purposes and Atlas Titan performs an activity directed towards this. This is particularly the case upon confirmation of the order or the immediate nomination of one or more suitable persons.
- (2) Atlas Titan will make suggestions for filling the vacant position and search for suitable persons until a contract is concluded between the person placed and the client, as long as the client does not object to this in writing or in text form. If the text form is chosen, a corresponding e-mail must be sent to the direct contact person and a copy to the central address admin.gmbh@atlastitan.de .
- (3) The hiring of an employee by a company that is legally or economically affiliated with the contracting company is also to be understood as a transfer to an employment relationship.

- (4) Atlas Titan undertakes to inform the Client of all factual and legal circumstances known to it which are of significance for the conclusion of the contract between the Client and the Employee or which, in the opinion of Atlas Titan, may be of significance.
- (5) However, Atlas Titan does not guarantee the accuracy of information that has become known and has been communicated to Atlas Titan.
- (6) The Client undertakes to inform Atlas Titan immediately if there is no longer any interest in a placement in order to save unnecessary costs. In the event of culpable breach of this obligation, Atlas Titan shall be entitled to compensation for the unnecessary costs incurred.
- (7) The client undertakes to treat the data of potential employees provided to him for the purpose of initiating a contract confidentially in accordance with the GDPR and not to pass it on to third parties if he does not wish to use the evidence himself. Violations lead to penalties in accordance with the GDPR.
- (8) If no contract is concluded with the third party and Atlas Titan suffers damage as a result of the unauthorised disclosure of the data, the Client shall compensate Atlas Titan for this damage.

§ 35 Commission claim, payment, default

- (1) If a contract is concluded between the Client and the Employee on the basis of Atlas Titan's evidence or brokerage activities, including offers or brokerage proposals, Atlas Titan shall be entitled to commission.
- (2) The entitlement to commission arises regardless of whether the employee takes up the position after conclusion of the contract or not, or whether the recommended employee was not previously intended for direct placement but for temporary support or is already working for the client.
- (3) The decisive factors are the circumstances and the irrefutability of the client's notification of the recommended employee by Atlas Titan.
- (4) The amount of the commission is 35% of the agreed annual gross salary of the person placed plus the applicable statutory VAT.

- (5) The Client must inform Atlas Titan of the agreed conditions immediately after conclusion of the contract. The commission is due upon conclusion of the contract between the Client and the employee. It is payable within ten days of receipt of the invoice by Atlas Titan.