

General Terms and Conditions (GTC)

1. General, Scope and Parties

- 1.1 Customer (**Apleona**) in the sense of the following General Terms and Conditions (**GTC**) of Purchase is the Apleona Group company named in the letterhead of the subcontract / purchase order (**Subcontract**) between Apleona and Supplier.
- 1.2 These GTC shall apply to contracts for work and services and the delivery of material.
- 1.3 These GTC shall apply exclusively to all Subcontracts between the Apleona and the Supplier (hereinafter also referred to as **Supplier**). Any terms and conditions of the Supplier that conflict with or deviate from these GTC shall not become part of the Subcontract unless Apleona expressly agrees to them in writing. They shall also apply to all future contracts with the Supplier.
- 1.4 A provision contained in the subcontract / purchase order or any schedule of a subcontract or purchase order shall take precedence over any other provision contained in these GTC.

2 Services

- 2.1 Apleona is providing Facility Management Services to its Client ("Client"). Supplier shall provide the services as described in the subcontract / purchase order ("Services") during the term of the Subcontract at the Sites of Apleona's Client ("Client Sites") as further set out in the Subcontract.
- 2.2 Supplier will comply with any Mandatory Client Requirements as further set out in the Subcontract comply with such Mandatory Client Requirements as modified by Client from time to time.
- 2.3 Supplier shall perform the services as further described in the Subcontract in accordance with best industry practice. Supplier shall provide the services with all due skill, care and diligence.
- 2.4 Supplier shall provide all procurement, supervision, labour, materials, and everything required for the execution and completion of the services.

3 Warranties and representations

- 3.1 Each party continuously warrants and represents to the other party that:
 - it has all necessary authority, power and capacity to enter and to perform the Subcontract and that all necessary actions have been taken to enter into it properly and lawfully
 - the Subcontract is validly executed by the duly authorized representatives of the Party
 - it has and will maintain all consents, approvals and licences necessary to enter into the Subcontract and to perform the Services
- 3.2 Furthermore Supplier continuously warrants and represents to Apleona that, taking into consideration that Supplier is deemed to have checked and satisfied himself with regard to the functioning of the services, that the services provided pursuant to this Subcontract will be fully functional, operational and fit for the intended purpose as described, referred to or implied in this Subcontract.

4 Fees and Payment Terms

- 4.1 Apleona will reimburse Supplier for the Services in accordance with the provisions as set out in the Subcontract.
- 4.2 Any sums mentioned in the Subcontract are exclusive VAT or any other applicable tax or duty unless expressed otherwise. VAT shall be payable as described by applicable law.
- 4.3 The payment of any fees is subject to receipt of a valid invoice. Apleona may give reasonable instructions regarding the form of the invoice.
- 4.4 No payment shall become due unless and until the Subcontract together with such other supporting documents as per the Subcontract Agreement are completed, signed and returned to Apleona.
- 4.5 Apleona may dispute an invoice or a portion of an invoice in good faith. If Apleona is disputing an invoice, Apleona will give notice to

Supplier. Apleona remains obliged to pay any undisputed amount(s) to Supplier pursuant to the payment provisions. The Parties shall use reasonable efforts to resolve such dispute through amicable negotiations.

- 4.6 Payments are due within 60 calendar days net.

5 Term and termination

- 5.1 The Subcontract shall become effective on the date as set out in the Subcontract and shall remain in force until its expiry as defined in the Subcontract unless otherwise terminated or extended as provided herein.
- 5.2 Should the contract between Apleona and Client expire or terminate (for whatever reason), Apleona shall be entitled to terminate this Subcontract with 4 weeks prior notice.
- 5.3 Apleona shall have the right to terminate the Subcontract for cause immediately or by giving an up to three (3) months prior written termination notice to Supplier if:
 - (i) Supplier commits a material breach of its obligations according to this Subcontract, which is not cured within ten (10) days after written notice demanding the Supplier to remedy such breach; or (ii) Supplier commits a material breach, which is not capable of being cured within thirty (30) days; or (iii) Supplier commits continuous or persistent breaches of any of the terms of the Subcontract which individually may not be material but which taken together constitute a material breach, and in each case such breaches are not capable of remedy; or (iv) Supplier becomes insolvent.
- 5.4 Apleona shall be entitled to terminate the Subcontract immediately if Supplier commits a breach of the provisions and regulations of the Apleona Code of Conduct.
- 5.5 Apleona shall at any time be entitled to terminate the Subcontract in whole or in part for Apleona's convenience and without cause by giving no fewer than three (3) months prior written notice.
- 5.6 In case of a termination for whatever reason, the Supplier shall continue to provide the provision of the services until the termination or the expiration of term becomes effective and shall ensure that there is no degradation in the standards of the services.
- 5.7 Neither Party shall be entitled to make any claim against the other Party resulting from the lawful termination or expiration of term of the Subcontract (other than a claim based on a breach of the Subcontract by the other Party prior to termination of this Subcontract). The Supplier shall only be entitled to claim remuneration for the services that have been rendered by the time the termination or expiration of term becomes effective.
- 5.8 On termination or expiration of the term of this Subcontract the Supplier shall
 - a) remove his equipment from the site,
 - b) return keys;
 - c) cease using and return any equipment provided by Apleona and /or Client (if any);
 - d) return all documents and materials containing confidential information on request.

- 5.9 Supplier shall assist Apleona with a post-termination transition as requested by Apleona.

6 Sub-Subcontracting

- 6.1 Supplier will not subcontract any of the services to further subcontractors without the prior written approval of Apleona.
- 6.2 In case Supplier is entitled to subcontract services, Supplier will ensure that the Subcontract contains provisions not less stringent than those in this Subcontract.

7 Personnel

- 7.1 Supplier shall recruit, hire, train, supervise, direct and if necessary, discipline, transfer and discharge employees providing the services. Supplier shall determine the pay, benefits and hours of work of all those employees. Supplier hereby acknowledges and agrees that Supplier's personnel shall at all times be employees of Supplier and under no circumstances shall neither Apleona nor Client be deemed to be a joint employer of any Supplier's personnel.

7.2 Supplier's personnel must be legally entitled at all times to work in the country in which they provide the services. They must be paid at least the statutory minimum wage applicable. They must be able to speak the relevant local language at the Site to a reasonable standard and in particular have a standard of language sufficient to enable them to understand health and safety procedures.

7.3 Supplier shall ensure

- a) adequate supervision of all personnel, whether permanent, temporary or relief at all times when the services are being provided;
- b) that there is a sufficient level of trained and competent personnel to provide the services. Supplier shall also ensure that an adequate reserve of trained and competent personnel is available and shall use best endeavours to limit turnover of personnel;
- c) that its personnel wears uniforms (where appropriate) including identification badge and maintain professional standards of appearance and behaviour and are courteous;
- d) that the relevant personnel comply with any restriction or obligations imposed by confidentiality agreements;
- e) adequate training for all its personnel, including, but not limited to:
 - the task they have to perform;
 - all relevant site rules and procedures and reasonable instructions of Apleona as notified to Supplier in writing from time to time;
 - all relevant rules and procedures concerning health and safety at work;
 - all relevant rules and procedures concerning fire risks and fire precautions; and
 - the Code of Conduct.
- f) the preparation of a training plan and induction pack for its personnel, at least an annual revision, and ensure that appropriate training takes place.

7.4 If at any time Apleona considers that it is inappropriate for any lawful or justifiable reason for any member of the personnel to provide any part of the services, Apleona shall be entitled to notify the Supplier of that fact and demand that the employee is immediately suspended from providing the services. The Supplier shall replace the employee without undue delay.

8 Environmental, Health and Safety policies; Client's house rules

8.1 Supplier shall perform its services with the care customary in the industry and in compliance with all generally applicable occupational health and safety, accident prevention, environmental and data protection regulations.

8.2 Apleona shall inform the Supplier in writing of the occupational health and safety, accident prevention, environmental protection and data protection regulations specifically applicable to the respective project prior to commencing the services and shall immediately draw attention to any changes.

9 Changes

9.1 Apleona shall have the right to increase or decrease the services subject to the Subcontract. Furthermore Apleona shall have the right to request from Supplier changes to the way the services are provided. Supplier shall advise Apleona of any reservations he has relating to the requested changes.

9.2 Supplier is obliged to implement the changes as required by Apleona. The remuneration will be adjusted correspondingly or as otherwise agreed by the parties.

9.3 Parties will duly document any change.

9.4 In case of a change of laws, regulation or any other statutory obligation affecting the services provided by Supplier, Supplier will inform Apleona without undue delay and will submit appropriate amendments to ensure the continuous compliance with all applicable laws, regulation or statutory obligations.

10 Liability

Supplier shall be liable towards Apleona and shall defend, indemnify and hold Apleona harmless for any and all damages, losses, claims or expenses whether caused by Supplier, Supplier's employees, directors, officers or its Suppliers arising in connection with the performance of the services and whether by negligence, wilful misconduct, fraud, breach of contract, tort or otherwise legally liable under or in connection with the Subcontract.

11 Insurance

11.1 Supplier shall maintain at its sole cost and expense adequate insurance coverage. Suppliers insurance coverage shall at least include (i) a product and public liability insurance/third party liability insurance with a minimum of EUR five (5) million per occurrence, (ii) a professional indemnity insurance with a minimum of EUR one (1) million per occurrence and (iii) a employers' liability/workers' compensation in accordance with the respective local regulation (where applicable) but at least with a minimum of EUR ten (10) million. If the euro is not the applicable currency, the sums insured shall correspond to the EUR values in local currency.

11.2 Under no circumstances Apleona shall be liable for any lack of adequacy of such insurance and Supplier shall hold Apleona and/or Client safe and harmless in respect of any claims for damages of injured person(s).

11.3 The aforementioned insurances shall remain in force as long as the Supplier has any obligations under the Subcontract.

11.4 Prior to commencement of the services and thereafter upon request and at least annually, Supplier shall provide Apleona with certificates of insurance which provide sufficient information to verify that Supplier has complied with the insurance requirements of this article.

11.5 Contractor shall also cause its subcontractors (if any) to provide adequate insurance coverage.

12 Force Majeure

12.1 In the event of force majeure (fire, flood, earthquake, elements of nature or acts of God; wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of such Party), neither Party affected by the force majeure event, is liable for any failure to perform the services or for any delay in performing the services provided that such default or delay could not reasonably be circumvented or mitigated by the non-performing Party through the use of alternate sources.

12.2 In such event, the non-performing Party will be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so prevented, hindered or delayed in its performance will immediately notify the Party to whom performance is due and describe at a reasonable level of detail the circumstances of such Force Majeure.

13 Further Obligations of Supplier

13.1 The Supplier shall at the request of Apleona participate in any meeting with the Client or any third parties relating to the services provided by Supplier.

13.2 Supplier will inform Apleona without undue delay in case of any incidents concerning the services provided pursuant to this Subcontract.

14 Delivery of Goods

14.1 In case of the purchase of goods, material or other products ("Goods"), Supplier shall deliver these Goods in a quality and quantity as further agreed between the Parties. The Supplier shall provide a warranty for the Goods in accordance with the statutory provisions.

14.2 The Supplier expressly warrants that the Goods are free from all defects. Within ten days after delivery the Supplier will replace free

of charge including the costs of transportation any Goods or parts of Goods found defective.

14.3 The Goods will be delivered timely as further agreed between the Parties. In case of a delay Supplier will immediately notify Apleona of the delay and the new expected time of delivery and the reason for the delay. Apleona will then have the option to (i) accept with the new Delivery Date which the parties will confirm in writing (or any other form as agreed between the Parties) a modification of the original agreement or (ii) to terminate the delivery of the purchased Goods.

14.4 Supplier has discretion in adequately packaging the Goods provided that the packaging must withstand transportation and prevent damage to the Goods during transport.

14.5 Supplier will deliver the Goods in a single shipment if not agreed otherwise.

14.6 Further requirements regarding the purchase of Goods can be agreed between the Parties.

15 Further Obligations of Apleona

15.1 Apleona shall provide information, documents, data and plans required for the execution of the agreed services and will provide all reasonable assistance.

15.2 If necessary Apleona shall – in alignment with Client - provide facilities to have the use thereof for the purposes of executing the services pursuant to this Subcontract, but neither Apleona nor Client shall have no liability to the Supplier in respect of any failure or delay in providing such facilities. The Supplier shall indemnify Apleona against any damages or losses whatsoever arising from the misuse by the Supplier of the facilities provided.

16 Records and Documentation

16.1 Supplier shall maintain proper books and records relating to the provision of the services in accordance with generally accepted accounting principles and in such detail as is necessary for proper financial management of the Subcontract. Such records, together with all invoices, receipts and other documentation shall be maintained for a reasonable period following completion of the services or the termination of the subcontract but at least as long as legally required.

16.2 Further details of the reporting to be made by Supplier as well as his documentation obligations can be agreed additionally. Unless otherwise agreed by the Parties, Supplier shall hand over all required reporting documentation to Apleona and shall do so after the end of the reporting period.

16.3 Whenever Apleona requires any additional documentation, the Supplier shall provide this additional information.

17 Audit

17.1 Apleona and /or Client are entitled to audit the provision of the services to review their compliance with the terms of the subcontract and any other applicable regulation. Apleona and/or Client may engage an external auditor or representative at their own discretion.

17.2 Supplier will cooperate with the external auditor or representative designated by Apleona and/or Client and will provide any information required (including but not limited to access to books and records) and will support the auditor in any respect.

18 Data Protection

18.1 Supplier shall comply with all applicable data protection laws. Supplier must take appropriate technical and organizational measures necessary to secure all documents and data carriers of any kind, including any copies, as well as any personal data stored on data processing systems and data carriers of any kind.

18.2 Supplier will not transfer any data outside of the European Economic Area.

18.3 In case Apleona should consider it necessary, Supplier shall enter into a Data Processing Agreement in respect of any personal data.

18.4 In case that Supplier is using a Subcontractor, Supplier shall ensure that its Subcontractor complies with the aforementioned provisions.

18.5 Supplier shall indemnify Apleona for any loss incurred as a result of Supplier's failure to comply with data protection laws.

19 Intellectual Property

19.1 Supplier warrants that the services provided under this subcontract are free of third party rights. Supplier indemnifies Apleona from any third party claim due to violation of copyrights or other comparable rights.

19.2 Supplier shall permanently and irrevocably transfer to Apleona free of charge (i.e. without usage and any license fees) the rights to exploit, use, change and – to the extent legally permitted – also the rights of ownership to all documents or work results created under the Subcontract without additional remuneration. Apleona shall have the right to transfer these rights to Client or any other third party.

20 Confidentiality

20.1 Confidential information means all information concerning the business of a disclosing party, information relating to the services, methods of doing business and procedures, prices, and any other information that would reasonably be understood as confidential, whether or not so marked („Confidential Information“).

20.2 Supplier acknowledges and agrees that all Confidential Information must be kept strictly confidential.

20.3 Supplier undertakes that it shall not at any time during the term of this Subcontract or afterwards directly or indirectly disclose it to any other person or use it for any purpose other than pursuant to its rights or obligations under this Subcontract.

20.4 This shall not apply to any information or material, which the Supplier can prove:

- is required to be disclosed by Supplier by law or in accordance with the rules of any governmental or other authority (including any stock exchange) in force from time to time;
- is in the public domain or which comes into the public domain other than through a breach of Supplier;
- is already in the possession of Supplier free from any obligation of confidentiality at the time it is disclosed to it;
- that Apleona has expressly approved its disclosure in writing and in advance; or
- is information disclosed to its employees or professional consultants who are subject to written or professional obligations of confidence and the disclosure is necessary for the purposes of this Subcontract.

20.5 On request at the expiration of term or termination of the Subcontract, Supplier shall immediately return all written materials containing any Confidential Information and shall destroy all copies of the same in its possession or control to the extent that they contain Confidential Information.

20.6 Each Party may retain one copy of the Confidential Information for the purposes of and for so long as required by any law, court or regulatory agency or authority and electronic files containing Confidential Information created pursuant to automatic archiving and back-up procedures.

20.7 The restrictions contained in this clause shall continue to apply after the expiration of term or termination of this Subcontract for three (3) additional years.

21 No Waiver

A failure to exercise or a delay in exercising a right or remedy does not constitute a waiver of this right or remedy or a waiver of other rights or remedies.

22 Assignment

22.1 Supplier shall not, in whole or in part, assign or transfer the rights or obligations of this Subcontract without Apleona's prior written consent.

22.2 Apleona is entitled to assign this Subcontract to Client. In this case Apleona will inform Supplier in due course.

23 Disputes Applicable / Law

23.1 The validity, construction and performance of the Subcontract shall be governed the law of the country of the provision of the services.

23.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the subcontract or the supplementary orders or in connection with the performance of the service is, unless another place of jurisdiction or place of performance is prescribed by law, at the discretion of Apleona, the registered office of Apleona as stated in the Subcontract or the place of performance of the contractual service.

24 Code of conduct

Apleona is bound by the principles of ethical behaviour, integrity and compliance. Adherence to the Apleona Code of Conduct is mandatory for all Apleona employees. Also from its Suppliers, Apleona expects integrity and ethical, law-abiding behaviour. Therefore Supplier shall comply with the Apleona Code of Conduct. The Code of Conduct is attached to these GTC.

25 Miscellaneous

25.1 No amendment to any provision of the Subcontract shall be binding upon a Party unless it is in writing and executed on behalf of each Party and expressly specified as such.

25.2 If any provision of this Subcontract Agreement is or becomes invalid, the validity of the remaining provisions shall not be affected thereby. The Parties shall agree upon an arrangement having a legal and economic effect which will be as similar as possible to the invalid provisions.