

Translation from the German Language
**General Terms and Conditions of Business (GTC) for Supplying Temporary
Workers/Personnel Placement**
of NETSTAR GmbH

1. Official Authorisation

Netstar is in possession of a permanent license for supplying temporary workers for business purposes, this most recently having been issued by the Regional Hesse Directorate of the German Federal Labor Office.

2. Legal Status of Netstar Employees

By concluding this contract for supplying temporary workers, no contractual relationship between Netstar employees and the client is established. While working under assignment, Netstar employees are subject to the workplace instructions of the client and work under his supervision and guidance. They are obligated to the maintenance of confidentiality. This applies for all confidential business matters or business matters requiring secrecy, of which they acquire knowledge within the framework of their activity. Alterations in the duration of the use of employees, working hours and work activity can be agreed upon only between Netstar and the client.

3. Selection of Netstar Employees

Netstar makes renders carefully selected Netstar employees, who are vetted for the necessary professional qualifications available to the client. In case of justified complaints, which the client reports within the first six hours after the Netstar employee commences work, up to six work hours will not be charged. Also, during the ongoing operation, Netstar can also exchange Netstar employees for other Netstar employees who are equally suitable, insofar as the justified interests of the client are not hereby harmed.

4. Use of Netstar Employees

The client will use Netstar employees exclusively at the place and for the activities which are stipulated in the contract for temporary employees. The client will have the Netstar employees use or operate only the corresponding work equipment or machines. In addition, the client will not use the Netstar employees for the transportation of money or for debt collection, and expressly exempts Netstar from all claims in this respect. The client will pay Netstar employees no amounts of money, or wages or advances on travel costs.

5. Netstar's General Duties

Netstar obligates itself to comply with all duties of an employer, that is, particularly, to adhere to all statutory labour, social and wage-tax provisions as well as to make the respective payments in a proper and timely manner.

6. The Customer's General Duties

In using Netstar employees, the client shall adhere to the applicable statutory regulations of workplace protection laws (especially governing working hours and workplace safety). For this purpose, he shall determine and document hazards associated with the work as well as resulting workplace protective measures possibly resulting therefrom. Before commencement of work, the client is to acquaint the Netstar employees with the pertinent accident prevent regulations of the respective workplace, and to make available the required safety equipment. The client will take care of any possible necessary official permission for overtime work or work on Sundays. Moreover, the client will notify Netstar without delay of the extraordinary reasons for the overtime. After prior consultation, the client will allow Netstar access to the Netstar employees' place of activity, in order that Netstar may satisfy itself as to the adherence to technical workplace safety measures. If a Netstar employee has an accident, Netstar is to report it without delay, so that the accident report can be made in accordance with Section 193 VII of the Social Security Statute Book (SGB).

7. Employee Compensation and Social Benefits

The collective branch agreements between the Federal Association of Temporary Employment Personnel Services (BZA), and the collective bargaining agreement for temporary employees of the Confederation of German Trade Unions (DGB), as well as diverse operational stipulations, are applicable to Netstar employees.

8. Confidentiality

The contracting parties obligate themselves to treating all operational and business secrets which become known to them during the working relationship confidentially. This particularly applies to all matters which, during the exercise of their work activity, have become known to them, or which, by the nature of the matter, are confidential or necessitate secrecy, as well as those which are designated in writing as confidential. The duty of confidentiality continues to exist for three years after termination of the contractual relationship.

9. Invoicing

The amount invoiced is due 7 days from the date on the invoice. The invoicing takes place weekly upon the basis of documented hours worked. Decisive for the invoicing is the hourly wage rate (tariff)

stipulated in the contract for supplying temporary workers, net of the statutory value-added tax. In the event of payments not being made at the due date, the client is deemed, without notice, to be in default and owes default interest in the amount of eight percentage points over and above the respective base interest rate. The receipt of payment by Netstar is decisive. Netstar is entitled, however, to bill the dunning costs arising from payment defaults at 5% of the outstanding billed amount, not less than a lump sum of €25.00 however.

The client has the right to furnish proof that no losses or a lower loss has been incurred by Netstar. For operations outside of the local community boundaries, incidental travel costs will be billed. In these cases, an accommodation allowance can be agreed upon within the statutory or contractual provisions. The regular working hours of Netstar employees shall correspond to the weekly working hours stipulated in the contract for supplying temporary workers. Work hours which extend beyond the stipulated hours, as well as shift hours, night hours, and Sundays and holidays, etc., will be billed with surcharges, the amount of which is separately stipulated.

10. Absence of Netstar Employees/*Force Majeure*

If extraordinary circumstances occur, which were not foreseeable upon conclusion of the contract, such as, e.g., illness, domestic unrest, catastrophes, epidemics, sovereign regulations, strikes or similar events, by which a correct performance of the contract by Netstar is impeded or made hazardous, Netstar reserves the right to cancel or to make changes. In these cases, the risk is borne by the client. The client's claims for compensatory damages are, in these cases, precluded.

11. Liability

With respect to the assigned employees, Netstar assumes liability only for the orderly selection with respect to the contractually stipulated activity. The liability is restricted to damages which arise through intentional or grossly negligent breach of the obligation to select. Netstar assumes no liability for further claims. At the request of Netstar, the client shall grant access to the extent of coverage of the insurance policies (e.g., building fire, technical insurance) pertinent to the fulfilment of this contract.

12. Takeover/Placement

In accepting/placing a Netstar employee or a verified applicant, Netstar bills a placement commission, independently of whether and how long the assignment lasts. The placement commission amounts to 25%, and is reduced by 2% for each month during the period of placement.

13. Court of Jurisdiction and Place of Performance

The place of performance is the domicile of the responsible Netstar branch office. Fulda is stipulated as the court of competent jurisdiction.

14. Adaptation Clause

In case of changes to the provisions according to the tariff agreements or by statute being made, Netstar reserves the right to adjust the stipulated contractual conditions to the altered situation. Netstar reserves the right to increase the hourly wage rate, if, increases in remuneration governed by the tariff agreements occur, if Netstar employees are exchanged for others with higher qualifications, or if circumstances for which Netstar is not responsible, cause an increase in costs after conclusion of the contract.

15. Other

A set-off or enforcement of a right of retention is possible only insofar as it concerns undisputed or legally recognised claims. The ineffectiveness of a part of these terms and conditions does not impair the effectiveness of the remaining provisions. Both parties to the contract are obligated, in lieu of the ineffective provision, to stipulate one which comes as closely as possible to their original intentions in an economic and legal sense.

In order for them to be effective, oral collateral agreements require Netstar's written confirmation. German law applies with exclusion of German international private law.

Valid as of: August 2012