

Lufthansa Industry Solutions Group General Terms and Conditions for the provision of services - LHIND Services -

(Last updated: July 2023)

1. Object of the contract

- 1.1. The Supplier shall supply the service as described in the order.
- 1.2. In doing so, it shall apply the latest technical standards and deploy qualified staff.

2. Implementation of the service

- 2.1. The duration and scope of the service to be provided are specified in the order.
- 2.2. The Supplier must specify all the service deliverables in writing and deliver them to the customer.

3. External workforce

- 3.1. If a specific person is named as the person required to provide the service(s), then said person must provide the service(s).
- 3.2. The Supplier shall determine the time, place and type of work carried out by the personnel that they deploy. The Supplier shall maintain its own operational organisation for this purpose, with the help of which it shall decide independently on the organisation of its work, (e.g. in respect of duty, holiday and resource planning).
- 3.3. The Supplier shall retain the right to issue directions and instructions, regardless of any specific technical rights of instruction that Lufthansa Industry Solutions may hold in respect of the actual execution of the service. The Supplier's employees will not be integrated into Lufthansa Industry Solutions' operations. Lufthansa Industry Solutions will not issue the Supplier's employees with any instructions relating to employment contracts (e.g. with regard to working hours or breaks).
- 3.4. The Supplier will perform the contractually agreed services on its own responsibility, itself, and at its own cost.
- 3.5. In the event that the designated person is or becomes unable to provide the service, the Supplier can propose an equally or more qualified person obliged to provide the service to Lufthansa Industry Solutions. Any change requires prior written approval from Lufthansa Industry Solutions. The Supplier may also replace the designated employee with one who is equally qualified, subject to the agreement of Lufthansa Industry Solutions. The Supplier may do this even if it is not impossible for the designated employee to perform the service.
- 3.6. The Supplier shall confirm that it has demonstrably placed the persons that it employs under the obligation to maintain data secrecy, as defined in applicable data protection legislation.
- 3.7. Insofar as the Supplier is permitted to use the internet/email, it may do so for work-related purposes only. Private use of email/the internet is prohibited.

4. Rights of use

- 4.1. The Supplier hereby transfers to Lufthansa Industry Solutions, for all known and derivable types of use, the globally exclusive, perpetual, irrevocable, unrestricted and transferable rights to the service deliverables that the Supplier provides under the contract. This requirement includes, in particular,



the right to alter the service deliverable, eliminate any errors, reconfigure the deliverable and develop the deliverable further. The right to copy the deliverable, transfer it to other data storage devices, reproduce its appearance or sound, publish it, store it, or otherwise change, use and exploit it is also specifically transferred to Lufthansa Industry Solutions.

- 4.2. The Supplier hereby waives its right to attribution. The Supplier shall indemnify Lufthansa Industry Solutions against any claims arising from Section 32 a of the German Act on Copyright and Related Rights (*UrhG*).

5. Defaults

If the service is not supplied according to contract, and if the person obligated to provide the service is responsible for this failure (i.e. impairment of performance), they shall be obligated to supply the service according to contract, either in its entirety or in part, within a reasonable period of time and at no extra cost to Lufthansa Industry Solutions.

6. Termination

- 6.1. Where the Supplier deploys a specific individual as the person obligated to provide the service, both Lufthansa Industry Solutions and the Supplier are entitled to terminate the service contract by giving one week's notice within the first four weeks after the employee concerned commences their activity. Thereafter, notice of two weeks must be given prior to termination.
- 6.2. In the event that the project for which the Supplier designates the employee is not carried out, Lufthansa Industry Solutions shall have a special right to terminate with a notice period of one week from the point in time at which Lufthansa Industry Solutions becomes aware that the project will not go ahead.
- 6.3. The right to extraordinary termination remains unaffected.

7. Statutory responsibility to provide social insurance (*Sozialversicherung*)

- 7.1. The Supplier undertakes to inform Lufthansa Industry Solutions of all activities and orders from other sources, and to provide them with the relevant documents and evidence in the event an audit is conducted by the administrators of health and pension insurance schemes. Lufthansa Industry Solutions must be informed of any changes in the employee's circumstances in writing, immediately and without being specifically requested to do so.
- 7.2. Should the Supplier fail to comply with its obligations as per Clause 5.1, Lufthansa Industry Solutions may require the reimbursement (and future reimbursement) of employee contributions paid to social insurance schemes if a health or pension insurer determines that there is an employment relationship liable for social insurance, based on the presumption specified in Section 7 (4) of the German Code of Social Law IV (*SGB IV*).
- 7.3. The Supplier must inform Lufthansa Industry Solutions, no later than the day on which they commence their activities, whether a health insurance policy and a private pension fund covering old age and invalidity exist and if so, to what extent they provide coverage. Lufthansa Industry Solutions shall be entitled to require suitable supporting documents and assurances in writing that sufficient social cover is in place. Voluntary insurance as part of a statutory health insurance scheme is considered sufficient health insurance.



8. Permissions and permits

- 8.1. Where an assignment is assigned on the basis of labour leasing (*Arbeitnehmerüberlassung*), the Supplier undertakes that it holds the permit required pursuant to Section 1 of the German Act on Temporary Agency Work (*AÜG*). If the Supplier does not have the required permit, the Supplier shall indemnify Lufthansa Industry Solutions against all costs, particularly the costs associated with the remuneration due, including the employer's share of the apportionable social insurance contributions.
- 8.2. Due to the high safety and security requirements of Lufthansa Industry Solutions, as well as due to the German Aviation Act and official requirements, Lufthansa Industry Solutions is entitled and, if necessary, obligated, to have a background check performed by the aviation authority or responsible ministries of the federal or state governments on each of the employees deployed by the Supplier. Lufthansa Industry Solutions may consult contractual partners, such as the airport operating companies, for this purpose. The Supplier, its employees, agents and vicarious agents hereby agree to such a check and are obligated both to cooperate and to bear the costs for this security check. In the event that the result of the Supplier's background check is adverse, Lufthansa Industry Solutions shall be entitled to terminate the contract immediately and without notice. If the security check on an employee deployed by the Supplier is adverse, Lufthansa Industry Solutions may require the Supplier to remove or replace this employee. The Supplier shall bear all costs incurred as a result of such removal or replacement.

9. Non-solicitation clause

- 9.1. The Contractor is obliged to not to solicit the clients of Lufthansa Industry Solutions. The Contractor must not, either directly or indirectly, undertake any of the following tasks for Lufthansa Industry Solutions clients who become known to them during the course of their activities, or pass any such task on to third parties: Orders to provide services or works in the fields of development, support and/or consultancy. This provision applies to the department or the client's project as specified in the material text/order text.
- 9.2. "The Client" is defined as any party ordering or receiving Lufthansa Industry Solutions' services. The non-solicitation clause encompasses, in particular, the client, department and project specified in the material text/order text.
- 9.3. If it is unclear whether Lufthansa Industry Solutions' clients have become aware of the Contractor during the course of the Contractor's activities for Lufthansa Industry Solutions, the Contractor must demonstrate that the clients became aware of the Contractor before they commenced their activities for Lufthansa Industry Solutions.
- 9.4. The non-solicitation requirement as set out in Paragraph 1 of this provision will expire 15 months after the contract comes to an end, irrespective of the reason for which the contract comes to an end.
- 9.5. If the Contractor culpably fails to comply with this obligation, they shall be required to pay a contractual penalty amounting to EUR 100,000 (in words: one hundred thousand euros) per instance of non-compliance. This contractual penalty shall not affect the right of Lufthansa Industry

Solutions to claim further damages and/or terminate the contract with the Contractor for due cause, with no requirement to provide notice of termination.

- 9.6. The Contractor shall contractually oblige any third parties that they deploy/assign to recognise and comply with the non-solicitation provisions set out in Clauses 9.1, 9.2 and 9.3 in respect of Lufthansa Industry Solutions.

10. Applicability of LHIND General Terms and Conditions

The Lufthansa Industry Solutions General Terms and Conditions of Contract (LHIND General Terms and Conditions) also apply.