

## General terms and conditions for StaffNOW

Lufthansa Technik AG, Weg beim Jäger 193, 22335 Hamburg, Germany (hereinafter referred to as “LHT”) operates the digital platform StaffNOW (hereinafter referred to as “StaffNOW”). The following General Terms and Conditions (“Terms”) shall apply to the use of StaffNOW (as defined hereinafter).

LHT, Contracting Agency, Contractor or MRO may each be referred to as a “Party” or collectively as “the Parties”.

### 1. Further Definitions

**Assignment** shall mean a temporary work assignment between a Contractor and a MRO with the support of a Contracting Agency.

**Contracting Agency or Agencies** shall mean agency/ies for provision of Assignments between Contractors and MROs.

**Contractor(s)** shall mean technicians in the aircraft repair industry.

**Day** shall mean a calendar day.

**MRO(s)** shall mean a Maintenance Repair Overhaul entity/ies with facility/ies for overhaul, repair and/or modification of aircrafts and aircraft components and other aircraft maintenance activities.

**Profile** shall mean one (1) user account/profile for a User.

**StaffNOW** shall mean a digital platform connecting professionals undertaking non-permanent assignments in the aircraft repair industry (Contractors) with MROs and Contracting Agencies. StaffNOW enables transparent communication between MROs and Contractors, higher ratio of fulfilled requests vs. temporary job assignments, easier and faster sourcing and onboarding process, and other optimization and automation of efforts for registered Users.

**Services** shall mean all functionalities available for a User of the Platform, that he/she might use or have the right to use.

**Terms** shall mean the Terms and Conditions which a User agrees to accept upon registration and/or log in.

**Users** shall mean any Contractor(s), MRO(s) or Contracting Agency/ies registered to StaffNOW.

## **2. General information**

- 2.1 StaffNOW aims to connect Contractors to MROs and vice versa, including (without being limited to) enabling transparent communication, higher ratio of fulfilled requests vs. temporary job positions, easier and faster sourcing and onboarding process, optimization and automation of efforts for contractors' authorization, including quality checks.
- 2.2 Contractors may use StaffNOW to search for and/or be approached with opportunities for Assignments by MROs.
- 2.3 MROs may use StaffNOW to search for and connect to available Contractors offering Assignments in order to meet the MROs' temporary work allocation demands.
- 2.4 Contracting Agencies may use StaffNOW to receive requests from Contractors to execute required activities for Assignments. This may include, without being limited to, services regarding travel, flights, payroll and other arrangements which are necessary and/or related to the Assignments.
- 2.5 Users shall comply with all applicable laws, in particular, without being limited to, employment law, rules and regulations as well as the Terms at all times when using StaffNOW and/or performing Assignment(s) concluded via StaffNOW.

## **3. Registration requirements**

- 3.1 Being a pure business-to-business platform, StaffNOW shall only be used by natural or legal persons or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his/her or its trade, business or profession (sec. 14 of the German Civil Code). Consumers are not allowed to use StaffNOW.
- 3.2 StaffNOW shall only be used by registered Users. Information within the platform shall only be visible after successful registration.

3.3 The following additional registration requirements shall apply for Contractors:

- All Contractors who register on StaffNOW shall be real persons. No dummy or fake profiles are allowed and their identification and immediate deletion will be processed in the screening performed by LHT.
- Contractors are not allowed to take responsibility for creation or update of other Profiles (e.g. of a colleagues' profile).
- Contractors shall, in particular, comply with applicable law concerning Assignments (e.g. minimum age of employee for the country of origin of the Contractor and the country where the work will be performed, visa requirements, etc.).

3.4 The following additional registration requirements shall apply for MROs:

- MROs which use the platform shall be registered and authorized/validated by StaffNOW.
- MROs, dedicated to working with StaffNOW, shall be identified by their actual company name.
- MROs are allowed to have more than one Profile. Each MRO Profile shall be dedicated to one MRO employee where the employee's job title shall be specified.

3.5 The following additional registration requirements shall apply for Contracting Agencies:

- Contracting Agencies have to comply with the additional acceptance criteria.
- Contracting Agencies which use the Platform shall be registered and authorized/validated by StaffNOW.
- Contracting Agencies, dedicated to working with StaffNOW, may be identified by their actual company name.

- Contracting Agencies are allowed to have more than one Profile. Each Agency account shall be dedicated to one Agency employee where the employee's job title shall be specified.
- 3.6 The registration and use of StaffNOW requires Users to accept the Terms and Conditions and Privacy Policy.
- 3.7 The information requested during registration must be given in full. If the provided information changes after registration, the User is obligated to update their profile as soon as possible or request the change in the profile on StaffNOW or by LHT.
- 3.8 When registering, a User must choose a password in accordance with StaffNOW's requirements. Users are not allowed to disclose this password and/or any other login data to any third parties. Users shall take appropriate measures to maintain confidentiality of said data and to prevent the misuse of their Profile by third parties. If a User has any indications that their Profile is being or was misused, the User shall immediately opt for changing their password and notify LHT.
- 3.9 Users shall be liable for all activities under their Profile.
- 3.10 Users shall keep the communication and interaction with other Users professional and moral.

#### **4. Compliance with export control regulations:**

The Parties shall comply with all applicable domestic and foreign export compliance requirements, including applicable US export laws and regulations. In case of User's non-compliance with applicable export compliance requirements while using StaffNOW, StaffNOW reserves the right to terminate the User's Profile without further notice.

#### **5. Conclusion of Assignments**

- 5.1 MROs may publish Assignments and Contractors may publish search requests for Assignments on StaffNOW.

- 5.2 MROs may contact Contractors with respect to their search requests for an Assignment and offer them an Assignment via StaffNOW. The Contractors can accept such Assignments by clicking the “Accept”-button. Published Assignments of an MRO may also be accessed directly by each registered Contractor on StaffNOW.
- 5.3 MROs may review the acceptance of the Contractor and with respect to his/hers qualifications, shall decide on the final acceptance of the request made by the Contractor to conclude the given Assignment.
- 5.4 Upon acceptance of the Assignment by the Contractor, he/she shall indicate on StaffNOW which Contracting Agency shall provide its services regarding the Assignment. The respective Contracting Agency will be informed. In case the Contracting Agency does not agree to provide its services to the Contractor, it shall indicate this on StaffNOW within eighteen (18) hours along with arguments.
- 5.5 For the given Assignment, MRO, Contractor and Contracting Agency shall agree on the necessary terms. LHT and StaffNOW will not obtain or store any terms concluded between Contractors, MROs and/or Contracting Agencies for documentation purposes.
- 5.6 After conclusion of the Assignment, StaffNOW may ask Contractors, MROs and/or Contracting Agencies to rate the other parties, i. e. the Contractor, MRO and/or Contracting Agency involved in the specific Assignment. Such a rating shall be appropriate, accurate, as well as respectful, and LHT may publish such ratings on StaffNOW at its own discretion. LHT may delete objectionable, intrusive and/or insulting ratings.

## **6. Special Terms for MROs**

- 6.1 MROs guarantee that offered Assignments are in compliance with all applicable acts of law, in particular, without being limited to employment law and regulations.

- 6.2 MROs guarantee that the conditions and information given in the Assignments are true and fair presentation of the specific circumstances of the Assignment.
- 6.3 In general, MROs shall be bound with respect to any Assignments published on StaffNOW. A MRO may conduct a quality assurance check with respect to the qualification of the Contractor/s. Once this is conducted from the MRO in a reasonable time-frame, and upon confirmation of the competence of the Contractor, the MRO shall comply with the dedicated terms from the offered Assignment.

## **7. Special Terms for Contracting Agencies**

- 7.1 Contracting Agencies guarantee that offered services with respect to an Assignment are in compliance with all applicable acts of law, in particular, without being limited to, employment law and regulations.
- 7.2 Contracting Agencies guarantee that the conditions and information given with respect to the services for an Assignment are true and fair presentation of the specific circumstances of the services for the Assignment.
- 7.3 Contracting Agencies may review the request made by a Contractor and may decide whether it would like to offer its services with respect to the specific Assignment.
- 7.4 Contracting Agencies may manage a Contractor's Profile upon the Contractor's explicit request for this. Such request must be granted to the respective Agency by the Contractor in writing before LHT gives the respective Contracting Agency access to the respective Contractor's Profile. A copy of this approval shall be submitted to LHT via the StaffNOW Service Center as a proof of Contractor's request and approval. Contractor shall remain responsible for its Profile in accordance with the Terms.

## **8. StaffNOW Service Center**

- 8.1 LHT provides a service center for StaffNOW during German business hours for StaffNOW Users from Monday through Friday (excluding public holidays) from 9 am to 5 pm Central European Time.
- 8.2 LHT can be contacted via telephone, email and other means as indicated on StaffNOW.
- 8.3 The Users acknowledge that any reports will be processed on a "first come, first serve" approach and that StaffNOW, therefore, cannot warrant a specific reachability or responding time of the service center.
- 8.4 In cases where a User contracts the and/or requests support from the StaffNOW Service Center, information and documents for the specific User may be included, uploaded, deleted, and modified by StaffNOW Service Center on behalf of the respective User. Upon request by the User, StaffNOW Service Center may perform actions on the Platform in relation to the Platform's functionalities, such as accept or reject a request for temporary assignment on behalf of the User. For the convenience of the User, these requests may be submitted by e-mail, the messaging function on the platform or via telephones to the StaffNOW Service Center. Further details can be found in the Privacy Policy.

## **9. Fees**

- 9.1 The use of StaffNOW is free of charge for Contractors and MROs.
- 9.2 The Contracting Agencies pay a fee for the use of StaffNOW. The fee is standard and equal for all registered Contracting Agencies and applies to each Assignment confirmed by the respective Contractor and the respective MRO of the given Assignment.
- 9.3 The fee is charged to the Contracting Agency, which the Contractor chooses for his/her Assignment.
- 9.4 The applicable fee is calculated per work day of the Contractor during the respective Assignment and reflects the duration of the Assignment. The applicable fees will be provided to the Agency when requesting a

registration and subsequently via the Agency's account on StaffNOW. The final sum of the fee will be calculated by StaffNOW and charged to the respective Contracting Agency

9.5 Each Contracting Agency agrees on the fee when requesting a registration for StaffNOW. LHT reserves the right to change the fee as set forth in Section 16.5.

9.6 The fee shall be subject to VAT.

## **10. Payment Terms**

The invoice shall be paid within thirty (30) days after receipt of the respective invoice.

## **11. Term, termination, blocking and limitation**

11.1 Each User can terminate their Profile in StaffNOW by the settings available on StaffNOW or by sending an email to the service center as further described in Section 8. Before terminating a Profile, LHT may request the User to confirm the termination and then will deactivate the Profile of the User within the next seven (7) days and shall delete the respective Profile data in accordance with the Privacy Policy.

11.2 LHT may terminate the Profile of any User at any time in case a User does not comply with the Terms. User shall be notified of such termination by StaffNOW.

11.3 A termination does not affect the User's duties with respect to any Assignment concluded via StaffNOW before the termination becomes effective, unless expressly stated otherwise by LHT.

11.4 Before or instead of a termination of a Users' Profile, LHT may at its sole discretion also limit the access of a User to StaffNOW's functionalities. This particularly applies to cases of inappropriate use of StaffNOW or to where such a measure is in the reasonable judgments of StaffNOW and is deemed necessary to defend against inappropriate content, malware, computer viruses and other technical or commercial threats for StaffNOW, LHT or other Users.

## **12. Warranty and liability of LHT for StaffNOW**

- 12.1 As far as LHT is not a party to the Assignment concluded via StaffNOW, in accordance with these Terms (except for providing the virtual meeting place and means of communication), LHT is not liable for (i) any claims only between the Contractor, Contracting Agency, as well as MRO involved, (ii) legitimacy of Contractors' documents and profile, (iii) offers for Assignments by MROs, (iv) personal communication between Contractors, MROs as well as Contracting Agencies, (v) any other illegal or immoral interactions with the use of StaffNOW between the Parties. LHT will not provide any legal advice, or help, or act as a third party technical expert. Legal remedies available to Users in case of a breach of warranty are subject to the Terms or the applicable law.
- 12.2 LHT does not grant any warranty, e.g. for the compliance of applicable laws and regulations in the respective business relations between Users as well as regarding the Assignments.
- 12.3 LHT shall use reasonable efforts to make and maintain StaffNOW available via the internet. However, like other online services, StaffNOW's availability depends on provided services by third parties and requires technical maintenance. Thus, StaffNOW may be at times temporarily unavailable or only available with limited functionality. The availability level of StaffNOW is targeted at ninety eight percent (98%). StaffNOW endeavors to announce scheduled maintenance of StaffNOW well in advance.
- 12.4 LHT shall be liable for damages resulting from injury to life, body or health, for damages resulting from intentionally or grossly negligent acts or omissions. For damages resulting from slight negligence acts or omissions by LHT, an employee or representative of LHT, LHT shall be only liable in events of a breach of a cardinal duty, i. e. those duties which are material to the proper performance of the Services and on the fulfillment of which the other Party generally relies or is entitled to rely. In this case LHT's liability shall be limited to the typical, foreseeable damage (excluding loss in profits and indirect damages).

### **13. Indemnification**

A User indemnifies and holds harmless StaffNOW from and against any claims of third parties as well as any loss and damage (including any and all costs incurred hereby), resulting from,

- the use of StaffNOW by a User who is not in compliance with these Terms;
- claims of a third party based on the allegation that the use of StaffNOW infringes a right of a third party; and
- claims of a third party, including administrative orders, based on the allegation that the use of StaffNOW by a User infringes any applicable law or regulation.

### **14. Data privacy**

LHT and StaffNOW comply with the legal requirements pursuant to EU GDPR and German law when collecting, storing and processing personal data. Details can be found in the Privacy Policy on StaffNOW.

### **15. Dispute, applicable law and jurisdiction**

15.1 In the event of any dispute or disagreement between a User and LHT in relation to these Terms, either the User or LHT may notify the other Party in writing that there is a dispute to be resolved under this clause (a “Dispute Notice”). Following receipt of the Dispute Notice by the relevant Party, the Parties will attempt to resolve and bring an end to the dispute or disagreement. If the Parties at the working level cannot resolve the dispute within thirty (30) Days from the date of receipt of the Dispute Notice by the opposite Party, the Parties will refer the dispute or disagreement to such senior officers as designated by each respective Party for resolution. If resolution is not reached within further thirty (30) days from the date of receipt of the Dispute Notice by the relevant Party, then the Parties may each pursue other remedies available under this Terms and Conditions or applicable law.

15.2 Clause 15.1 does not prevent a Party from seeking from a court of competent jurisdiction any equitable, interim, or provisional relief to avoid irreparable harm or injury.



- 15.3 These Terms will be subject to, interpreted and construed in accordance with the laws of Germany. In the event of any conflict of the English legal meaning and the German legal meaning of these Terms or any part thereof, the German legal meaning shall prevail.
- 15.4 Place of jurisdiction for all disputes resulting from or based on the use of StaffNOW is Hamburg, Germany.

### **16. Miscellaneous**

- 16.1 Users may not assign any of their rights and/or obligations under the Terms or part thereof without the prior written consent of LHT.
- 16.2 Users agree that LHT may assign any of its rights and/or obligations under the Terms in total or in part to a company directly or indirectly controlled by, or jointly held with a third party, by LHT. Users shall be informed by LHT about such assignment in due time.
- 16.3 Failure by either Party to enforce any of the provisions of these Terms shall not be construed as a waiver of such provisions. If any of the provisions of these Terms are held unlawful or otherwise ineffective by any court of competent jurisdiction, the remainder of these Terms shall remain in full force and the unlawful or otherwise ineffective provision shall be substituted by a new provision mutually agreed upon by the Parties reflecting the intent of the provision so substituted.
- 16.4 Nothing in these Terms creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. None of the Parties has any authority to make any representation or commitment, or incur any liability, on behalf of any other.
- 16.5 LHT reserves the right to amend the Terms without stating reasons at any time. Users shall receive the amended Terms via email and/or via a notification in the interface before the new Terms come into effect. The latest revision date is stated at the end of the document. In the event that a User does not object the new Terms within two weeks after receiving the email and/or notification, the new Terms are deemed accepted. In the

event that a User objects the new Terms, LHT may terminate the User's Profile.

- 16.6 In the event that a provision or parts of a provision of the Terms is/are ineffective, all other provisions or parts of the provision remain unaffected therefrom.
- 16.7 LHT has taken great care to compile the information as incorporated in StaffNOW and to ensure that it is correct and complete. The information is updated at irregular intervals. As such information may be subject to rapid and recurrent changes, we would like to point out that despite all efforts, the information may occasionally be out of date, incorrect or incomplete. As a result, LHT provides this information "as is" and makes no assurance or warranty with regard to such information.

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