

**Pouch Partners GmbH
Rudolf-Wild-Str. 107-115, 69214 Eppelheim/Heidelberg, Deutschland
Terms of Engagement**

These Terms of Engagement are valid and effective as of 1 November 2023, unless otherwise expressly specified in writing, to all services offered and provided by PP GmbH to customers ("Customer"). These terms apply to works and services that are performed by POUCH PARTNERS outside of POUCH PARTNERS premises or as part of teleservices.

- The working hours** of POUCH PARTNERS installation and service personnel do not exceed 10 hours daily (incl. transfer from and to hotel) on 6 consecutive days.

If the Customer requests night work or work on Sundays and public holidays, the Customer may request this from the POUCH PARTNER project manager, in due consideration of statutory regulations.

- Travel and waiting times** count as working hours. Travel times are charged at 85% of the regular hourly rate. Should it not be possible for POUCH PARTNERS installation and service personnel to depart from and return to the works site on a day off, only the expenses and accommodation costs that arise shall be charged.

In the event of agreed service calls or flat-rate installation works, waiting times for which POUCH PARTNERS is not the cause shall be charged separately on the basis of a proof of performance. Any additional return trips that are necessary due to delays on the part of the Customer shall be paid for by the Customer.

- The working hours, travel times, and waiting times incurred are listed in **proofs of performance**. They are submitted to the Customer for review and acknowledgement by the POUCH PARTNERS installation and service personnel. A correct proof of performance must be acknowledged by the Customer, even if the service work is performed as part of POUCH PARTNERS obligations or an all-inclusive package. The time required for the return journey is added to these documents subsequently.

- Travel expenses** are charged at cost. Journeys by car are charged at €0.90/km, by train on the basis of second-class travel, by plane on the basis of economy class travel (or business class above 6h of journey time), and other expenses on receipt of proof.

Hotel accommodation is charged at cost. POUCH PARTNERS selects hotels near the place of work that meet Western standards.

If a visit to more than one customer is made on an installation assignment, travel expenses and accommodation allowances shall be charged pro rata.

POUCH PARTNERS installation and service personnel are entitled to return home every four weeks and on major public holidays (Easter, Whitsun, and Christmas). The customer pays the costs that arise

In addition to travel expenses, POUCH PARTNERS also charges an accommodation allowance. For each employee and day commenced, this is a flat charge of €50.00 outside Germany and €35.00 in Germany.

- The Customer is obliged to assist POUCH PARTNERS in obtaining information about **statutory and official regulations** that must be adhered to when providing services, and to provide help in obtaining travel documents. The Customer shall pay the costs for obtaining the travel documents (visas etc.) and required protective measures (vaccinations etc.), including the incidental expenses that arise.

- If an assignment is **cancelled** at short notice (fewer than three working days prior to start of assignment), a cancellation charge of €250.00 shall be applied to cover the administrative expenses that arise. Costs that have already been

incurred, e.g., non-cancellable or non-refundable travel expenses and administrative charges, shall be additionally invoiced at cost; however, POUCH PARTNERS will make good faith efforts to reschedule any such travel, in which case the Customer will be responsible only for the costs of rescheduling.

- The **materials** used shall be invoiced at their current prices on the day. POUCH PARTNERS guarantee installation in accordance with contract but are not liable for the quality or suitability of the objects and materials provided by the Customer.
- POUCH PARTNERS installation and service personnel are not authorised to enter into any agreements **with Customer** on behalf of POUCH PARTNERS.
- The risk of loss or **damage to installation components**, tools, and other objects supplied by POUCH PARTNERS and/or on behalf of POUCH PARTNERS for the purpose of providing its services is transferred to the Customer on dispatch, except to the extent any or damage is due to the acts or omissions of POUCH PARTNERS, its employees or agents.

Hourly rates during working hours

Initially provided information on the duration of installation is approximate and not binding. When scheduling installation services, POUCH PARTNERS assume a six-day week with 10 hours daily (6 am to 7 pm local time at the installation site). The actual work involved is charged on the basis of proof of performance. The rates applicable are subject to change. The rates in November 2023 are shown below:

I. Hourly rates for normal working hours	
Hourly rate for normal working hours, comprising eight hours between 6.00 am and 7.00 pm from Monday to Friday	
Fitter (assistant):	€ 65.00
Skilled mechanical/electrical worker:	€ 89.00
Specialist (Automation / Process)	€ 125.00
Specialist (Data Base / Cloud Application)	€ 135.00

II. Hourly rates for extended working hours	
Hourly rate for extended working hours, comprising more eight hours between 6.00 am and 7.00 pm from Monday to Friday	
Fitter (assistant):	€ 81.00
Skilled mechanical/electrical worker:	€ 111.00
Specialist (Automation / Process)	€ 156.00
Specialist (Data Base / Cloud Application)	€ 169.00

III. Hourly rates for work at night and on Saturdays	
Hourly rate for work between 7.00 pm and 6.00 am and daytime work on Saturday.	
Fitter (assistant):	€ 98.00
Skilled mechanical/electrical worker:	€ 134.00
Specialist (Automation / Process)	€ 188.00
Specialist (Data Base / Cloud Application)	€ 203.00

Hourly rates for work on Sundays and public holidays

IV. Hourly rate for work on Sundays and public holidays (based on the official public holidays in Baden-Württemberg).	
Fitter (assistant):	€ 130.00
Skilled mechanical/electrical worker:	€ 178.00
Specialist (Automation / Process)	€ 250.00
Specialist (Data Base / Cloud Application)	€ 270.00

- In the event of **adverse working and residence conditions**, POUCH PARTNERS shall not be obliged to engage in adverse working and residence conditions. POUCH PARTNERS reserve the right to request additional charges for especially hard work to be set on a case-by-case basis and agreed to by the Customer and POUCH PARTNERS in advance.