

## General Contract Conditions for SES Assignments

1. The Contractor will select the SES Expert with greatest care.
2. The SES Expert does not receive any salary. All incurring costs are borne by the client.
3. The Contractor will ensure that:
  - 3.1. the SES Expert will prepare himself for his task;
  - 3.2. the SES Expert's health conditions are adequate for the task;
  - 3.3. the required insurances for the SES Expert will be taken out;
  - 3.4. all internal information obtained in connection with the project will be treated confidentially.
4. The Client will support the SES Expert to his best abilities; in particular will the Client
  - 4.1. supply the SES Expert with all information necessary to perform his task and provide for the respective resources and tools (including working clothes as required);
  - 4.2. provide for entry/exit, residence, and working permits as required and also familiarize the SES Expert with the task;
  - 4.3. ensure that the SES Expert's personal belongings and tools can be imported and re-exported duty-free;
  - 4.4. ensure that the SES Expert will be exempt from local taxes and duties;
  - 4.5. ensure that the SES Expert will receive medical care if required and inform SES;
  - 4.6. lend the SES Expert legal assistance including court representation if necessary and inform SES;
  - 4.7. provide SES with an evaluation of the assignment after its conclusion.
  - 4.8. ensure the transportation of the SES Expert during the assignment. The driving of a motor-driven vehicle on the part of the SES Expert during the assignment is not insured by SES.
5. If the SES Expert is accompanied by a person who has no authorisation to carry out an SES assignment, the SES Expert shall bear all costs incurred by the accompanying person himself.
6. The duration of the assignment may be shortened in agreement between the Client and the Contractor.
7. The duration of the assignment may be extended in agreement with the SES Expert, to which end both Client and Contractor will reach an understanding in time. SES assignments should last no longer than 6 months, follow-up assignments are possible.
8. The SES Expert's activity is of recommending nature; the realisation of his recommendations is exclusively within the client's responsibility. Any liability for the SES Expert's activity is thus excluded. The Client exempts the SES Expert and Contractor from all Third Party claims.
9. The SES Expert ensures that protected know-how of German companies is not affected.

10. The Assignment Agreement does not establish any contractual relation between the Client and the SES Expert; also, the Contractor will not enter any such relation with the SES Expert in connection with the assignment in question and will compensate him merely according to the conditions stipulated in the Assignment Agreement. This also applies to the time subsequent to the mission having been completed.
11. The Assignment Agreement is subject to German legislation; deviations due to Client Country legislation are to be communicated to the Contractor. Venue: Bonn.
12. Any disagreements that may arise will be dealt with in a spirit of cooperation; if necessary, an arbitration committee will be formed.
13. Deviations from these General Contract Conditions are dealt with in writing in the Assignment Agreement; the same applies to amendments and verbal side agreements.

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