



Terms of Business
Interim Managers

SpenglerFox Terms of Business for Interim Managers

1. Subject matter of the Agreement

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| <p>1.1 SpenglerFox engages the Interim Manager as subcontractor to essentially perform Interim Management Services specified in the above Executive Summary (“the Interim Services”) for the Client and/or its affiliated companies.</p> <p>1.2 The Interim Services provided by the Interim Manager shall be further specified and described after the Interim Manager’s start together with the project management of the Client.</p> <p>1.3 The Interim Services shall primarily be performed at the Place of Duty. However, the role also includes international travel to other relevant Client sites.</p> | <p>2.5 Without the prior written approval of the Client and SpenglerFox, the Interim Manager shall not sub-contract to any third party any of the Interim Services</p> <p>2.6 SpenglerFox will appoint a designated contact person who will serve as the Interim Manager’s contact person at SpenglerFox and shall act as the coordinator in the event of any irreconcilable differences of opinion between the Interim Manager and the Client.</p> <p>2.7 The Client commits to equip the Interim Manager with the necessary authorizations to perform the Interim Services, as well as to grant the Interim Manager sufficient access to company data and documents and to ensure that the Client’s employees assist the Interim Manager as required</p> |
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2. Terms and fulfillment of the Agreement

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| <p>2.1 This Agreement shall commence on the Commencement Date, whereby the end date is indefinite.</p> <p style="padding-left: 20px;">SpenglerFox agrees that the Interim Manager can switch into a permanent employment with our Client, if desired.</p> <p>2.2 The Interim Manager shall prepare a timesheet of his activities in English. The timesheet must indicate the Interim Manager’s scope of work (hours/days). After the last working day of each month, the Interim Manager sends the completed timesheet to the Client for confirmation. The signed timesheet must be received by SpenglerFox by the 7th of the following month and will be managed as described in section 3.6..</p> <p>2.3 The interim Manager agrees to fulfil his tasks for the agreed hours per week. If arrival and departure days fall on a Saturday, Sunday or public holiday, this is considered a normal working day. Work on Saturdays 150%-, Sundays and public holidays 200% excl. V.A.T. will be charged at a surcharge</p> <p>2.4 If the Interim Manager is unable to provide his Interim Services to a Client, he shall inform the Client and SpenglerFox by 10:00 am on the first day of any such inability.</p> | <p>2.8 The Agreement can be terminated with one month notice period by either party. Notice of termination must be given in writing.</p> <p>2.9. This Agreement may be terminated by one month by SpenglerFox without notice</p> <p style="padding-left: 20px;">- if in the reasonable opinion of SpenglerFox, the Interim Manager fails to provide a satisfactory service.</p> <p style="padding-left: 20px;">or</p> <p style="padding-left: 20px;">- if the Client (in its sole discretion) demands the removal of the Interim Manager for any reason.</p> <p>2.10 The contractual relationship ends on the date on which the contract between SpenglerFox and the Client expires. This is particularly the case when the Interim Manager moves into a permanent position at the Client.</p> <p>2.11 On termination of this Agreement SpenglerFox is not obliged to offer the Interim Manager the opportunity to perform further services and the Interim Manager is not obliged to accept any such further opportunity that may be offered.</p> |
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3. Compensation work

- 3.1 For his provided Interim Services, the Interim Manager shall receive the Remuneration plus local VAT if applicable.

3.2 The Client has agreed to cover all costs for business travel undertaken by the Interim Manager within the context of the performance of his activities for the Client. Any such charges will be agreed by both parties, before any charge is made.

3.3 Additionally, where agreed between the Client and the Interim Manager, the Client will organize and cover all cost for accommodation for the Interim Manager at the Place of Duty. For these purposes, the Client shall assume the costs of train travel, economy-class flights within Europe, and a flat rate of € 0,70 per kilometre driven by car, plus VAT at the applicable statutory rate.

3.4 All expenses paid in advance by the interim manager (e.g. accommodation, travel to the assignment location) will be reimbursed by the client and should be submitted to SpenglerFox in a separate invoice together with the invoice for the monthly service. We will then provide the client with the relevant receipts, which he will pay to us together with the service fee.

3.5 During the term of the contract, the Interim Manager shall invoice SpenglerFox for the interim services it provides as agreed in a detailed monthly invoice in English (invoice date is the last day of the billing month), stating the VAT identification number and bank details. The invoice must be received by SpenglerFox by the 7th of the following month at the latest. SpenglerFox will transfer the amount to the Interim Manager's bank account within 30 days from the day of the receipt of the invoice.

3.6 The invoices accompanied by the duly completed timesheet shall be sent by email to finance@spenglerfox.com with a copy to rkaczmarek@spenglerfox.com. SpenglerFox reserves the right to modify the billing address at any time. The Interim Manager shall receive written notice of such modifications.

Billing address:
SpenglerFox Germany GmbH
Düsseldorfer Straße 13
65760 Eschborn
Germany

3.7 The Interim Manager is obligated to ensure that he/she shall declare, return, and pay

income taxes and value added tax accordingly as well as trade income taxes if applicable and to acquire a business registration if necessary.

4. Liability and Indemnification

4.1 The Interim Manager shall perform his activities as described in Section 1.1 with care.

4.2 The Interim Manager agrees to indemnify SpenglerFox in respect of all and any tax and national insurance contributions which may be found due from SpenglerFox on any payments or arrangements made under this Agreement together with any interest, penalties or gross-up thereon

4.3 The Interim Manager undertakes to take out professional liability insurance for the Interim Services under this contract with a cover sum that adequately covers the risks arising from the exercise of the profession. The insurance certificate and timely payment of the insurance premium by the Interim Manager must be presented at SpenglerFox' request.

4.4 SpenglerFox is not liable for damage insofar as such damage has been caused by the Interim Manager personally through deficient performance of the contractually agreed service due to wrongful intent or gross negligence. The Interim Manager agrees to indemnify SpenglerFox from and against any and all liabilities and damages arising out of such claims.

4.5 SpenglerFox shall only be liable in cases of intent or gross negligence, for express warranties or if it has breached material obligations, for any loss, damage or expense arising from this Agreement. In the event that material obligations have been breached by simple negligence, SpenglerFox will only be liable for typical and foreseeable damages and in any such event for not more than the total amount of fees charged by the SpenglerFox under this Agreement. All of the aforementioned exclusions and limitations of liability shall not apply in the event of death and injury to body or health.

5. Confidentiality and Non-Competition Clause

5.1 The Interim Manager undertakes to hold in confidence all confidential matters, business and trade secrets and procedures of which

he/she becomes aware in the context of the assignment and shall not make such information available to any third party for a period of five years after the termination of the Agreement. This includes particularly any information that could damage the business or the reputation of SpenglerFox and our Client

Upon request of our Client, the Interim Manager is obliged to sign a confidentiality clause as required from the Client.

5.2 The Interim Manager shall be deemed responsible for any damage caused by violation of the obligation of confidentiality.

5.3 Upon termination of the Agreement, the Interim Manager shall return all objects, papers, documents and files (regardless of the medium on which they are stored) belonging to the Client and all copies thereof to the client without delay, latest on the final day of the Agreement.

5.4 During the term of this Agreement, the Interim Manager is prohibited to take on any activities either self-employed or employed, directly or indirectly for any company that is in direct competition to the Client.

6. Allegiance and Exclusion of Competition

6.1 The Interim Manager shall act in SpenglerFox' interest during and up to 24 months after termination of the Agreement. The Interim Manager shall refrain from starting a direct or indirect business relationship with the Client. Furthermore, the Interim Manager will refrain from recommending, placing, or contracting other Managers or Interim Managers, regardless of which form of contract, for and to the Client, unless such engagement is done through SpenglerFox.

7. Final provisions

7.1 Amendments and addenda to this Agreement shall be valid only if they are agreed in written form between the parties.

7.2 Should any provision of this Agreement be invalid or unenforceable, in whole or in part, or contain a gap, all remaining provisions of this Agreement shall be unaffected thereby. In this case, the invalid clause shall be replaced with a valid, enforceable provision

that most closely approximates the economic and legal intent of the invalid clause. The same applies to filling gaps in the provisions hereof.

7.3 These Terms of Business shall be governed by and construed in all respects in accordance with the laws and the exclusive jurisdiction of the courts of the country in which the SpenglerFox Legal Entity, who is a party to this Agreement, is registered.

8. Data Protection

a) Each of the Parties shall comply with all applicable requirements of applicable privacy law and data protection legislation. Each party agree to perform its legal obligations in relation to personal data in such a way as to not cause the other Party to breach any of their obligations under applicable privacy law and data protection legislation. This clause 8.0 does not relieve, remove, or replace, a Party's obligations under applicable privacy law and data protection legislation.

b) The Parties acknowledge that each Party is a Controller of its personal data. To the extent that contemplated Negotiations or Projects will involve the processing of personal data by one

Party on behalf of the other Party, the Parties agree to enter into an appropriate Data Processing Agreement to agree and set out the scope, nature and purpose of the processing, the duration of the processing and the types of personal data and categories of data subjects concerned and to set out their

respective rights and obligations in order to ensure such processing is carried out in a lawful, fair and transparent manner and otherwise in accordance with applicable privacy law and data protection legislation. In case SpenglerFox enters into a Data Processing Agreement with the Client, the Interim Manager shall enter into a Data Processing Agreement with SpenglerFox accordingly.