

## TERMS AND CONDITIONS

The following Terms and Conditions shall apply to WorkMotion Software GmbH, having its registered address at Richard-Ermisch-Str. 7, 10247 Berlin, Germany and being registered in the company register of Berlin (AG Charlottenburg) under registration number HRB 219211 B (hereinafter "**WorkMotion**") and you, i.e. the contracting party signing up for an account at WorkMotion via our website [www.workmotion.com](http://www.workmotion.com) (hereinafter "**Website**") and using our Internet HR tech platform (hereinafter "**Platform**") and our digital services as described in more detail herein following (hereinafter "**Client**"). You and we may be individually referred to as a "**Party**" and we together as the "**Parties**".

## 1. Scope of Services

1. The Client intends to mandate certain selected individuals (each a "Talent" and collectively "Talents") for specified tasks in specific home countries of such Talents (each a "Destination Country" and collectively "Destination Countries") in the context of the fulfillment of certain business responsibilities of the Client.

1.2 Such mandate, as laid out herein above, may under the rules and regulations of the respective Destination Country bring forth a variety of legal responsibilities and liabilities (the "Responsibilities"). Considering, *inter alia*, the limited number of Talents expected to be mandated in a specific Destination Country, the Client presently does not wish to directly arrange for all the necessary prerequisites in all respective Destination Countries, such as, for example, the coordination and management of a multitude of external service provider companies, and/or the incorporation of a legal entity (subsidiary) in the relevant Destination Countries, and/or the registration as an employer in the European Union (the "Prerequisites"). The Client rather wishes to assign a specialized and experienced procurement partner and business-management service company (German: *Geschäftsbesorger*) such as WorkMotion to assume and deal with these tasks and Prerequisites.

1.3 WorkMotion, in its capacity as a procurement platform and business-management company, shall provide the individually agreed management and support services to the Client by operating as the Client's global and local procurement partner in the respective Destination Countries with the purpose of enabling the Client to mandate the Talents of their choice to work on the selected assignments in the relevant Destination Countries. WorkMotion will take care of the relevant Responsibilities and Prerequisites either via a group subsidiary owned and/or controlled by WorkMotion and/or via WorkMotion's global network of independent third-party contractor companies (such independent contractors and subsidiaries hereinafter collectively referred to as "Partners"). The Parties hereby acknowledge and agree that in WorkMotion's capacity as a global procurement partner, WorkMotion's role and responsibility shall be to procure, i.e., to enable, facilitate, arrange, and manage the various Partners and their respective services in the relevant Destination Countries and cause such Partners to provide the agreed services to the benefit of the Client. WorkMotion's Partners form a global network of independent companies, and they are not sub-contractors of WorkMotion. WorkMotion's services shall be those of a platform provider, a procurement partner, and a coordinating business-management service (*Geschäftsbesorger*) (hereinafter collectively the "Services"). WorkMotion provides its Services to the Client generally via WorkMotion's Platform.

## 2. Obligations of WorkMotion

### 2.1. Preparatory Services for onboarding the Talent(s)

WorkMotion shall provide initial Services to the Client to the extent they are required and applicable to enable the Client to benefit from the services of the Talent(s) (together the "Onboarding Services"):

- procuring and managing a suitable set up and solution for the engagement and management of each Talent, considering the respective Destination Country;
- providing the Client with a calculation of a budget for the respective Talent, considering, in particular, the applicable taxes, social contributions and similar charges in the respective Destination Country based on the payment of the Talent suggested by the Client;
- establishing a written service agreement complying with statutory requirements in the selected Destination Country, the requirements set forth in the Platform, between the respective Partner of WorkMotion and the Talent selected by the Client (the "Service Agreement");
- enrolling the Talent(s) in benefits plans established by respective Partner, as the case may be, that meet the minimum statutory requirements in the selected Destination Country, or, at the Client's sole option, are in addition to such minimum statutory requirements;
- establishing payroll to fully and timely pay the Talent(s)' fees, expenses, and any other necessary or incidental payments;
- verifying Talent(s)' eligibility to provide the services and any other comparable requirements as is necessary to ensure the legality of the Talent in each jurisdiction in which the Client may hereinafter keep and maintain individuals; just for the avoidance of doubt, this excludes any type of work permit and/or visa clearance; and
- as an ancillary service, providing general background information to the Client about minimum wages, collective bargaining agreements, taxes, social contributions, any other relevant labor charges, and the law applicable in relation to the selected Talent(s) in the respective Destination Country. WorkMotion may, at WorkMotion's own sole discretion, merely forward to the Client general legal and/or tax information of the relevant Destination Countries where WorkMotion may have received such information from the Partners, law firms or tax firms belonging to its global network.

### 2.2. Ongoing (Monthly and Annual) Services

WorkMotion will assist the Client with all recurring tasks and Services to the extent they are required to enable the Client to benefit from the services of the Talent (together the "Ongoing Services"). The Ongoing Services include, if applicable, coordination, management, and supervision of the Partner, and that

the Partner fully complies with the requirements applicable to the service relationship between the Talent(s) and the Client.

WorkMotion shall provide monthly Services to the Client in regard to each Talent (the "Monthly Services"):

- acting as the procurement partner regarding the Talent and discharge any statutory and/or contractual obligations through the respective Partner, as the case may be;
- collecting compensation/fee data;
- calculating and paying fees/compensation to the Talent, including required withholdings and net pay, based on the total monthly compensation/fees as communicated by the Client;
- making third party payments for withheld taxes, insurances, and other required benefits and payments;
- generating and distributing income tax reports to the Talent and government authorities, as required and applicable;
- distributing prove of payment to the Talent in accordance with local regulations;
- facilitating review and payment of Talent's expense reports, provided that such expense reports shall be subject to Client's prior written approval in each and every case;
- notifying the Client of changes in applicable labor or other law or changes to any applicable agreement(s) that affect the Talent's Service Agreement and suggesting appropriate measures to address these;
- cooperating with the Client in order to implement procedures to use the Talent's services for the Client's workflows whilst at the same time complying with the provisions of these Terms & Conditions, the Service Agreement as well as applicable laws.

WorkMotion shall provide annual Services to the Client (the "Annual Services"):

- producing year-end tax/payment reports for Talent(s);
- generating reports to Talent(s) as legally required in each country of residence; and
- assisting with other annual compliance matters as required for Talent(s) in connection with their services under the Service Agreement.

The Ongoing Services further include the support of the Client in case of a performance-related issue with a specific Talent experienced by the Client. If the Client experiences such a performance-related issue, WorkMotion will notify the Partner and/or Talent about such issue and will request Partner and/or Talent to (a) work together with WorkMotion to solve such issue, (b) minimize potential costs directly incurred by such performance-related issue, and (c) minimize Termination Costs (as defined herein below) and any other possible negative consequences of such issue if it will not be possible for the Partner and the Talent to resolve such issue.

### 2.3. No tax or legal advice

The Client hereby acknowledges and agrees that WorkMotion cannot and will not itself provide specific legal and/or tax advice to the Client on a specific legal and/or tax case or question the Client might have, since the legal and tax professions are highly regulated professions in Germany and as such, in essence, are reserved to be provided by lawyers and tax consultants.

## 3. Obligations of the Client

3.1. Prior to rendering WorkMotion's Services with respect to a specific Talent in a Destination Country, the Client shall specify the particulars in relation to the Talent, including but not limited to, the name of the Talent, the Talent's role, the engagement level, duration, location, and the financial considerations, all of which information the Client shall enter as part of and in the course of the digital onboarding process of the Talent on WorkMotion's Platform. To the extent made available by WorkMotion to the Client, the Client shall solely use the Platform to access and process information provided under these Terms & Conditions.

3.2. The Client is responsible in all cases for identifying its Talent(s) and for vetting, approving, and verifying the Talent(s)' qualifications, including but not limited to confirming whether the Talent is subject to a prior restrictive covenant and maintains the licenses required for the services to be performed; just for the avoidance of doubt, this includes any type of work permit and/or visa clearance.

3.3. The Client retains responsibility for and control over the Talent(s)' assignments and all service-related issues (work location, hours, performance, compensation/fee determination and negotiations, supplementary benefits in accordance with and to the extent permitted by local law as well as all similar or ancillary matters concerning how, when and where the services are to be accomplished).

3.4. If the Client is experiencing a performance-related issue with a specific Talent, the Client agrees to notify WorkMotion prior to initiating actions against the Talent and/or a Partner so that the Client and WorkMotion can work to minimize the Termination Costs and any other possible negative consequences of such action.

3.5. The Client shall provide WorkMotion with a designated internal contact who is responsible for communicating compensation/fee and benefits information to WorkMotion.

- 3.6 The Client must communicate payment/fee adjustment requests to WorkMotion in writing no less than one (1) month prior to the payment adjustment going into effect. Retroactive payment/fee adjustments are not legally feasible. In many jurisdictions, adjustments to compensation/fees require notification to government and union officials as well as significant documentation.
- 3.7 The Client understands and agrees that the applicable laws and union or collective bargaining agreement(s) governing Talent(s)' services for the Client are subject to change throughout the duration of the Parties' cooperation under these Terms & Conditions and that such changes are beyond the control of either Party. The Client agrees that such changes may require adjustments to the terms and cost of the Talent(s)' services under the Service Agreement. Provided that WorkMotion notifies the Client without delay of such changes, the Client agrees that it is required to pay any such required adjustments as a condition of the Talent(s)' continued services.
4. **Fees**
1. The Parties hereby acknowledge and agree that the fees shall collectively constitute the remuneration of the business-management and procurement Services provided by WorkMotion in its capacity as a global procurement partner (*Geschäftsbesorgungservgütung*).
2. Onboarding Fee: The Client shall pay to WorkMotion for each Talent an onboarding fee for the Onboarding Services (the "**Onboarding Fee**"). The Onboarding Fee is a non-refundable fee and covers WorkMotion's Onboarding Services. The Onboarding Fee for each Talent shall be itemized on WorkMotion's Website and/or Platform.
3. Monthly Service Fee: The Client shall pay to WorkMotion for each Talent a monthly fee for the Monthly Services (the "**Monthly Service Fee**"). The Monthly Service Fee for each Talent shall be itemized on WorkMotion's Website and/or Platform. The Monthly Service Fee will commence at the initial date the Talent starts rendering services as requested by the Client via the Platform. Each Service Agreement requires a minimum of three (3) Monthly Service Fees, including (but not limited to) cases of early termination, or fixed term contracts which have a term of less than 3 months.
4. Talent Remuneration: The Talent Remuneration is defined for each Talent as fees, regular compensation, allowances, commissions, bonuses, legally required and supplemental insurances, other statutory and legally required payments, and benefits that are paid by WorkMotion and/or its Partners to the Talent. The Talent Remuneration for each Talent shall be itemized on WorkMotion's Website and/or Platform.
5. Other Fees: Provided that the Client has provided its prior written approval for other costs (e-mail sufficient), WorkMotion is entitled to bill the Client for other fees arising from optional services or expenses in relation to the selected Talent(s) in the respective Destination Country.
2. **Advance Payment**
- The Client shall pay to WorkMotion an initial, one-time, and refundable advance payment per Talent which equals **1.1 times** the expected first monthly total cost of employment (the "**Advance Payment**") rounded up to the nearest 500 EUR. Upon completion of the respective Services and/or (ii) after all matters related to the termination of the respective Talent have been fully and finally resolved (whichever date is later), the Advance Payment will be settled against due fees; any excess will be paid back to the Client.
3. **Payment Terms**
- 3.1. The Advance Payment and the Onboarding Fee will be invoiced and shall be due for payment before WorkMotion shall have an obligation to commence the Onboarding Services.
- 3.2. The Monthly Service Fee, the Talent Remuneration and the Other Fees will be invoiced between the 20th and the last day of the respective month and shall be due for payment within ten (10) days, unless a different payment term is expressly agreed to by the Parties and documented as such on the Platform.
- 3.3. The Client agrees to make any payment to WorkMotion (i) in the same currency as stated on WorkMotion's invoice (currently EUR/USD/GBP) (ii) by wire transfer to the bank account specified in WorkMotion's respective invoice and (iii) clearly attributable to the Client by using the correct reference number or other identifier itemized in WorkMotion's respective invoice. Any incidental bank charges related to the Client's payments to WorkMotion shall be borne exclusively by the Client.
4. **No direct engagement with Partner in Destination Country**
- 4.1. During the Term of the Parties' cooperation under these Terms & Conditions and limited to the Destination Countries where the Client determined to make use of the Services under these Terms & Conditions, the Client agrees to desist from mandating its Talents directly through WorkMotion's Partners, e.g., by entering into direct contractual relationships with WorkMotion's Partners in those Destination Countries, or by any other act or means of circumvention of WorkMotion and its Platform with regard to Talents in said Destination Country/Countries, except as agreed to by the Parties in advance and in writing.
- 4.2. The same obligation to desist from mandating Talents directly through WorkMotion's Partners, e.g. by entering into direct contractual relationships with WorkMotion's Partners in those Destination Countries where the Client determined to make use of the Services under these Terms & Conditions, or by any other act or means of circumvention of WorkMotion and its Platform with regard to Talents in said Destination Country/Countries, except as agreed to by the Parties in advance and in writing, shall survive twelve (12) months after the expiration or effective termination of the Parties' cooperation under these Terms & Conditions.
- 7.3 In the event of a culpable breach (*schuldhafte Verletzung*) of the Client's obligations under this Section 7, the Client shall pay to WorkMotion a contractual penalty in the amount of EUR 10,000 (in words: ten thousand Euros) per breach. For the avoidance of doubt, the foregoing contractual penalty shall apply to each case where the Client mandated a Talent directly through WorkMotion's Partner.
5. **Limitation of liability**
- 5.1. WorkMotion shall be unrestrictedly liable for any damage caused by intent or gross negligence. In the event of a slightly negligent breach of a major obligation (*Hauptpflicht*) or an accessory obligation (*Nebenflicht*), whose breach puts the achievement of the contractual purpose at risk or whose fulfilment is essential to the due and proper implementation of these Terms & Conditions and on whose fulfilment the Client could reasonably rely ("**Essential Obligation**" – *Kardinalpflicht*), the liability of WorkMotion is limited to damage foreseeable at the time of conclusion of the Parties' cooperation under these Terms & Conditions and characteristic for such agreement (*vertragstypischer vorhersehbarer Schaden*). WorkMotion is not liable for slightly negligent breaches of accessory obligations that are not Essential Obligations. The limitation of liability under this Section applies accordingly to the liability of WorkMotion (i) for reliance damages (*vergebliche Aufwendungen*) and (ii) in the event of initial impossibility if WorkMotion was unaware of the impediment to performance due to slight negligence. The above exclusions and limitations of liability shall not apply to the extent WorkMotion has provided a guarantee under these Terms & Conditions, to claims based on personal injuries (life, body, or health), and to the extent strict liability is mandatory under statutory law applicable to these Terms & Conditions. This shall not entail a reversal of the burden of proof to the Client's disadvantage. To the extent the liability of WorkMotion is excluded or limited, this shall also apply to the personal liability of WorkMotion's employees, staff, members, representatives, and vicarious agents.
- 5.2. The Parties agree that WorkMotion's liability towards the Client under these Terms & Conditions shall in any case not exceed the sum of EUR 75.000,00 (seventy-five-thousand Euros) in total.
6. **Force Majeure**
- If either Party's ability to perform any of its obligations under these Terms & Conditions is adversely affected by circumstances beyond the reasonable control of that Party, such as fire, accident, flood, war, act of terrorism, failure of public utilities, omission or any act, exercise, labor or civil disturbance, allegations or demands of governmental authorities, epidemics/pandemics or destruction of facilities ("**Force Majeure**"), the affected Party shall immediately notify the other Party of such Force Majeure event and use all reasonable efforts to resume performance of its obligations. Neither Party shall be liable for any failure or delay in its performance under these Terms & Conditions due to a Force Majeure event.
7. **Data Protection**
- Each Party shall comply with all applicable data protection/ privacy laws and regulations governing the protection of personal data (including the EU General Data Protection Regulation ("GDPR") to the extent applicable) in relation to their respective obligations under these Terms & Conditions. To the extent a Party will process personal data for the other Party, for providing support or other services under these Terms & Conditions, the Parties shall conclude a data processing agreement.
8. **Term and Termination**
- 8.1. Term: The Parties' cooperation under these Terms & Conditions comes into effect upon acceptance of these Terms & Conditions by the Client and shall remain in force for an indefinite time period.
- 8.2. Termination: Each Party may terminate the Parties' cooperation under these Terms & Conditions with three (3) months' notice. The statutory right to an extraordinary termination for cause with immediate effect remains unaffected. Any termination notice must be in writing (email text not sufficient).
- 8.3. Just for the avoidance of doubt, the Parties acknowledge and agree that any termination of their cooperation under these Terms & Conditions shall at the same time trigger the termination of any and all mandates with any and all Talents and/or other Services procured by WorkMotion under these Terms & Conditions. Consequently, upon receipt or issuance by WorkMotion of a termination notice triggering the termination of the Parties' cooperation under these Terms & Conditions, WorkMotion shall promptly inform the affected Partners about such

termination and cause these Partners to terminate all of their respective local agreements with the relevant Talents in the Destination Countries with effect as of the next date which is legally permissible and practically feasible under the applicable laws of the respective Destination Country. It is acknowledged and agreed that these Terms & Conditions, including any and all rights and obligations of both Parties, shall survive termination until the forementioned winding-up procedure is completed it being provided that WorkMotion shall use best commercial efforts to complete the winding-up procedure within reasonable time.

8.4. Transfer of Talents: In case Client wishes to transfer any or all Talents to Client's own entity, i.e. to a legal entity owned or controlled by the Client, Client shall notify WorkMotion accordingly in writing (e-mail sufficient). The notification shall specify the relevant Talent(s), Client's respective legal entities to which the Talent(s) shall be transferred, and the envisaged transfer date. Upon receipt of such notification, WorkMotion shall use reasonable commercial efforts to support and enable such transfer within a transition period of at least one (1) calendar month. The Parties agree to closely cooperate with each other, mutually consult with each other, and closely align any and all required actions during the transition period. Upon completion of the transfer of a Talent, WorkMotion shall have no further obligations to the Client under these Terms & Conditions in relation to that Talent.

## 9. Termination Costs

12.1 Due to the nature of the Talent being in a contractual relationship with a Partner upon express request of the Client, the termination of a Talent may incur costs (e.g. termination process, observance of termination periods and termination grounds, which may have to be enforced before a court, tribunal or the respective supervising authority) in case the Partner is not able to reach a mutual termination. The Client therefore agrees to pay all necessary costs incurred by WorkMotion and/or Partner in connection with the legal aspects of terminating the Services ("**Termination Costs**").

12.2 Termination Costs shall mean all reasonably incurred costs and fees associated with the termination of the Talent, including but not limited to continued payments or retro-active compensation to the Talent during or pursuant to such termination process, severance costs and reasonable outside legal costs when required, in connection with a termination of the service agreement with a Talent. Termination Cost shall not include any costs arising from any claims made by Talent which are due to Partner or Partner's vicarious agents' (i) own intent or gross negligence, or (ii) failure to fulfill its obligations under these Terms & Conditions. Partner shall demonstrate through WorkMotion the Termination Costs by submitting appropriate evidence through the WorkMotion Platform.

12.3 The Parties agree to mitigate the Talent Termination Cost to the best of their respective abilities. WorkMotion agrees to cause the relevant Partners to do the same and to use best commercial efforts to find the most time- and cost-efficient solution together with the Client.

12.4 In the mutual good faith pursuit of Parties to keep the Talent Termination Cost at the lowest possible level, the Client shall promptly contact WorkMotion and closely consult with WorkMotion at the earliest possible point in time at which the Client starts considering a termination of the services provided by one or more specific Talents in one or more Destination Countries. The Parties shall thereupon determine in mutual good faith consultations the next suitable date on which a termination would be legally permissible and practically feasible under the applicable laws of the relevant Destination Country and appear to be appropriate for the Client with respect to each Talent in the relevant Destination Country. Upon mutual determination of such date(s), WorkMotion shall promptly inform the affected Partners about such termination and cause these Partners to terminate their respective local agreements with the relevant Talents in the respective Destination Countries with effect as of such date(s).

## 10. Intellectual Property

10.1. Intellectual Property Rights: Hereinafter, "**Intellectual Property Rights**" or "**IPR**" shall mean any and all rights, title and interest pertaining to intellectual property throughout the world, whether registered or unregistered, including all: (a) patents, patent applications, patent disclosures and inventions and improvements thereto; (b) domain names, trademarks, service marks, corporate names, trade names; (c) copyrights and related rights; (d) rights of use (*Nutzungsrechte*); (e) software (both in object and source code format), data and databases and related documentation and material; (f) trade secrets, know how, technologies, processes, techniques, protocols, methods, formulae, algorithms, layouts, designs, specifications and confidential information; (g) moral rights; (h) rights of privacy and publicity; and (i) all rights arising from any registrations, applications and renewals in connection with each of the foregoing (a) through (h).

10.2. IPR Transfer: WorkMotion hereby transfers and assigns any and all IPR the Talent has created and will create in the course of, and as a result of, providing the services pursuant to the Parties' cooperation under these Terms & Conditions (hereinafter the "**Talent IPR**") to the Client (the "**IPR Transfer**"). The Client accepts such IPR Transfer. To the extent future IPR are concerned, the IPR Transfer shall become effective upon creation of the work product by the Talent which the Talent IPR pertains to. Except as provided otherwise herein and to the extent legally permissible, the IPR Transfer under these Terms & Conditions shall be without restriction, unlimited (in terms of duration, territorial scope and extent of the rights concerned), exclusive, capable of further transfer and assignment and

inclusive of the right to grant sub-licenses to third parties. In particular, the IPR Transfer shall contain the right to use the Talent IPR in all known or unknown form, to exploit, to reproduce, to store or to copy in whole or in part, the works or other creations on which the respective Talent IPR is based (each a "**Work**"), permanently or temporarily with any means and in any form, including loading, displaying, operating, transferring or saving of Works for the purposes of data execution and data processing on computers and other mobile or immobile data processing devices (e.g. mobile telephones, handhelds, smartphones, tablet computers, PDAs, e-book-readers) or transmitting images or sound, and on other storage media (e.g. SSD, HDD, Blu-Ray, DVD, CD, memory cards), and the right to use Works in databases or collections, distribute, broadcast, exhibit or present Works as well as the right to make such Works available to the public (e.g. as mobile app or via the Internet and LAN, using ways of transmission such as radio transmission systems including WLAN, GSM/2G, UMTS/3G, LTE/4G, or 5G standard technology, or via satellite, cable, other data networks), to legally transfer and assign them and to present Works in any form with or without payment. The IPR Transfer also contains the right to translate the Works, to process them, rearrange them and change or modify them in other ways, to further develop Works including changes to functions or appearance, adapt to other software versions, to exchange parts of Works or combine Works with other Works or works and to use the results in the same way as the original Works.

10.3. License: To the full extent permitted by applicable law, WorkMotion hereby grants to the Client an irrevocable, perpetual, world-wide, royalty-free license (*Nutzungsrecht*) to exclusively use and exploit all Talent IPR not legally transferable or assignable under applicable law (collectively, the "**Licensed IPR**"), with regard to all types of use currently known and yet unknown (the "**IPR License**"). Such license shall survive the termination or expiration of these Terms & Conditions. Except as provided otherwise herein and to the extent legally permissible, the IPR License is granted as broadly as possible and shall be without restriction, unlimited (in terms of duration, territorial scope and extent of the rights concerned), capable of further transfer and assignment and inclusive of the right to grant sublicenses to third parties. In particular, the IPR License shall contain the right to reproduce, store or copy in whole or in part, the Works on which the respective Licensed IPR is based, permanently or temporarily with any means and in any form, including loading, displaying, operating, transferring or saving of Works for the purposes of data execution and data processing on computers and other mobile or immobile data processing devices (e.g. mobile telephones, handhelds, smartphones, tablet computers, PDAs, e-book-readers) or transmitting images or sound, and on other storage media (e.g. SSD, HDD, Blu-Ray, DVD, CD, memory cards), and the right to use the Works in databases or collections, distribute, broadcast, exhibit or present Works as well as the right to make such Works available to the public (e.g. as mobile app or via the Internet and LAN, using ways of transmission such as radio transmission systems including WLAN, GSM/2G, UMTS/3G, LTE/4G, or 5G standard technology, or via satellite, cable, other data networks), to legally transfer and assign them and to present Works in any form with or without payment. The IPR License also contains the right to translate Works, to process them, rearrange them and change or modify them in other ways, to further develop Works including changes to functions or appearance, adapt to other software versions, to exchange parts of Works or combine Works with other Works and to use the results in the same way as the original Works.

10.4. Just for the avoidance of doubt, WorkMotion's obligations regarding the IPR Transfer and/or IPR License shall be limited to (i) ensuring that the Partner shall properly and orderly procure and acquire the Talent IPR from the Talent, (ii) ensuring that such acquired Talent IPR shall be forwarded from the Partner to WorkMotion and (iii) ensuring that such acquired Talent IPR shall be forwarded from WorkMotion to the Client. Within this three-step approach, WorkMotion shall only be responsible for the process of the acquisition and forwarding itself but neither the content nor the quality of the Talent IPR. The Talent IPR shall rather be acquired and forwarded to the Client on an "as is" basis. Therefore, WorkMotion shall under no circumstances be liable for any third-party claims of intellectual property infringement or other violation of rights or laws with respect to the Talent IPR. If permissible under applicable local law, the relevant Service Agreement may grant the Client rights and remedies with respect to claims arising from third party infringement claims with respect to the Talent IPR.

## 11. Limited License

For the term of the Parties' cooperation under these Terms & Conditions, each Party hereby grants the other Party a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide license to use the Party's trademarks for the purposes of the Parties' cooperation under these Terms & Conditions and to promote its company and services in any and all channels and media now known or hereafter devised, and to otherwise enable each Party to perform its obligations and exercise its rights under and in accordance with these Terms & Conditions, subject to the following:

(a) Each Party shall use the other Party's trademarks solely in the form provided by the other Party and in compliance with such Party's brand guidelines, style guides or other quality control standards that each Party may provide to the other Party in writing from time-to-time during the Term.

(b) Neither Party shall apply for, or obtain, registration of any trade or service mark which consists of, or comprises, or is confusingly similar to, the other Party's trademark.

- (c) Any use of the trademark other than for the purposes of the Parties' cooperation under these Terms & Conditions and as agreed herein shall be subject to a separate written agreement by the Parties.

Just for the avoidance of doubt, the license hereinabove shall be limited to the EU and/or national trademarks registered by the Party and the territorial scope of such trademarks. If and to the extent a Party does not own any trademarks in certain territories of the world, the other Party's use of such sign shall be at its own sole risk and expense.

## 12. Final provisions

1. The Client must not assign, in whole or in part, any of its rights or obligations under these Terms & Conditions, without the prior written consent of WorkMotion, to any third party. WorkMotion may assign any rights and obligations under these Terms & Conditions to entities affiliated with WorkMotion according to Section 15 of the German Stock Corporation Act (*Aktiengesetz*) and to other third parties.
2. The Client is only entitled to off-setting rights insofar as its claim is legally established (*rechtskräftig festgestellt*) or undisputed. The same applies to the

right of retention, the effective exercise of which is also dependent on the fact that the counterclaim of the Client is based on the same contractual relationship.

3. These Terms & Conditions (including its recitals and any attachments, exhibits, annexes and schedules hereto, all of which are incorporated herein by reference) sets forth the entire agreement between the Parties and concerning the subject matter hereof, and supersedes all prior agreements, negotiations, representations, and discussions, written or oral, express or implied, between the Parties in relation thereto.

4. The Parties' cooperation under these Terms & Conditions shall be governed by German law, excluding the United Nations Convention on the Contracts of the International Sale of Goods (CISG). To the extent that a choice of legal venue is permissible, the relevant court of Berlin, Germany, shall enjoy an exclusive jurisdiction for any disputes between the Parties resulting from or in connection with these Terms & Conditions.

5. Should any provision of these Terms & Conditions be or become invalid in whole or in part, the other provisions shall remain in force. The Parties shall in mutual good faith consultations replace the invalid provision by a valid provision which accomplishes as far as legally possible the economic purposes of the invalid provision.

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