

# TERMS AND CONDITIONS

## - WorkGlobal -

The following Terms and Conditions (the “**Terms & Conditions**”) shall apply to WorkMotion Software GmbH, having its registered address at Richard-Ermisch-Str. 7, 10247 Berlin, Germany; VAT-ID: DE333428822; Tax-ID: 37/468/50934, 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 for the use of the product “WorkGlobal” 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

belonging to its global network.

1.1 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.

### 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.

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.

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

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 subsidiaries and independent contractors 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.

- 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 proof 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**”):

## 2 Obligations of WorkMotion

- 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.

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

Provided that WorkMotion and the Client agreed on the pricing and fees as described under Section 4 below, 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**”):

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.

- 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 compensation of the Talent as provided 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 criminal background check and also any kind 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

### 2.3 No tax or legal advice

The Client hereby acknowledges and agrees that WorkMotion cannot and will not provide any legal and/or tax advice to the Client, 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. The Parties therefore acknowledge and agree that the provision of any legal and/or tax advice to the Client shall be expressly exempted (i) from the scope of these Terms & Conditions in general, and more specifically (ii) from the scope of Services to be provided by WorkMotion, and (iii) from the obligations to be fulfilled by WorkMotion under these Terms & Conditions.

In light of the above, WorkMotion recommends that the Client shall seek external and independent legal and/or tax advice on whether or not the planned activity of the Client in the Destination Country might have any legal and/or tax implications on the Client, including but not limited to the constitution of a so-called permanent establishment (PE) in the Destination Country. The Client acknowledges that the taxation of the Client and its business activities (i) could be subject to local tax laws and international tax treaties and (ii) highly depends on the concrete and specific facts and circumstances of the business activities of the Client in the Destination Country, which facts and circumstances are unknown to WorkMotion and over which WorkMotion has no control or influence whatsoever.

## 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 and recruiting 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 Due to the Client's managerial and supervisory role in the Talent's day-to-day work, the Client represents and warrants to implement, apply and maintain at all times during the term of these Terms & Conditions all required and/or useful measures according to best practice standards in order to prevent, to the best of Client's ability, the emergence and assertion of legal claims on the grounds of discrimination and/or any other types of unfair treatment of the Talent by the Client, and similar legal claims, asserted by the Talent against WorkMotion and/or WorkMotion's Partners, be it in the context of a termination of a Talent or otherwise.
- 3.6 The Client shall provide WorkMotion with a designated internal contact who is responsible for communicating compensation/fee and benefits information to WorkMotion.
- 3.7 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.
- 3.8 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.
- 3.9 Just for the avoidance of any doubt, nothing contained herein shall be construed as the Client's commitment or obligation to entrust WorkMotion with a minimum volume of Services.

#### 4 Fees

- 4.1 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 (*Geschäftsbesorgungsvergütung*).
- 4.2 Following individual negotiations on pricing between the Client and WorkMotion, the applicable fee schedule which includes all fees listed hereunder (the "**Fee Schedule**") will be displayed on the Platform. The Client is aware that the Fee Schedule is subject to amendments upon agreement of the Parties. Should the Parties not find an agreement on the applicable Fee Schedule within 30 days from the acceptance by the Client of these Terms & Conditions, WorkMotion reserves the right (i) to withdraw from the contract that has been entered into by accepting these Terms & Conditions and (ii) to deactivate the relevant account/s on the Platform.
- 4.3 Onboarding /Offboarding 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. In case WorkMotion's Partner charges an offboarding fee, the Client agrees to pay such offboarding fee.

- 4.4 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 shall be due for payment at the initial date the Talent starts rendering services as requested by the Client and will always be charged in full, regardless of the concrete starting date of Talent during the respective starting month. The Client acknowledges and agrees to pay a minimum of three (3) Monthly Service Fees per Service Agreements, including (but not limited to) cases of early termination, or fixed term contracts which have a term of less than three (3) months.
- 4.5 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.
- 4.6 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.

#### 5 Advance Payment

- 5.1 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.

#### 6 Payment Terms

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 The Client shall solely bear any bank transaction costs, costs of international money transfer, incidental bank charges related to international money transfers in general, and forex (FX) risks in particular.

#### 7 No direct engagement with Partner in Destination Country

- 7.1 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.
- 7.2 The obligation to desist from mandating Talents directly through WorkMotion's Partners as per the paragraph hereinabove, 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.

#### 8 Limitation of liability

- 8.1 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.
- 8.2 Except for WorkMotion’s unrestricted liability for any damage caused by intent or gross negligence, as set forth hereinabove, 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.
- 9 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.
- 10 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. The Parties shall enter into a separate data protection agreement regarding the compliance with applicable data protection/ privacy laws, including GDPR.
- 11 Term and Termination**
- 11.1 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.
- 11.2 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).
- 11.3 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.
- 11.4 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.
- 12 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 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).
- 13 Indemnification**
- The Client agrees to indemnify and hold WorkMotion and its parents, subsidiaries, Partners and affiliates and their respective officers, agents, directors, and employees (together the “**Indemnified Parties**”) harmless from and against any and all Talent and/or Partner and/or third party claims, actions or proceedings of any kind and any and all losses, damages, liabilities, costs and expenses (without limitation including reasonable legal fees) based upon, arising out of, or in any way related to (i) corporate income tax (CIT) and/or indirect taxes such as VAT and/or sales tax and/or other business taxes due to the Client’s activity in the Destination Country, and/or (ii) salary taxes and social security contributions due to the Client granting benefits and/or making payments directly to the Talent (so-called *third-party paid salary*) and/or (iii) allegations that the Client supposedly discriminated the Talent or otherwise treated the Talent unfairly and/or (iv) Talent Termination Costs, and/or (v) the Client’s negligence, willful misconduct, gross negligence or breach of any provision of this Agreement, or of any applicable law in connection with these Terms & Conditions.
- 14 Intellectual Property**
- 14.1 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).
- 14.2 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.

14.3 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.

14.4 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 by means of implementing suitable IPR related clauses in the Service Agreement, (ii) ensuring that such acquired Talent IPR shall be forwarded from the Partner to WorkMotion by means of implementing suitable IPR related clauses in the agreement between WorkMotion and each of its Partners and (iii) ensuring that such acquired Talent IPR shall be forwarded from WorkMotion to the Client by means of the IPR related clauses stated hereinabove. 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.

## 15 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.

## 16 Final provisions

16.1 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.

16.2 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.

16.3 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.

16.4 These Terms & Conditions shall apply in place of and prevail over any terms and conditions contained or referred to in any communication from the Client or implied by trade, custom and practice or course of dealing. Any variation of these Terms & Conditions (including any special terms and conditions agreed between the Parties) shall be inapplicable unless agreed in writing by WorkMotion.

16.5 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.

16.6 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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# TERMS AND CONDITIONS

## - WorkDirect -

The following Terms and Conditions (the “**Terms & Conditions**”) shall apply to WorkMotion Software GmbH, having its registered address at Richard-Ermisch-Str. 7, 10247 Berlin, Germany; VAT-ID: DE333428822; Tax-ID: 37/468/50934, 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 for the use of the product “**WorkDirect**” 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

1.1 The Client is a company based either in a member state of the European Union (EU), or in the UK, Switzerland, Iceland, or Norway. The Client intends to be registered as an employer in one or more of the forementioned countries where Client is not yet registered as an employer (each a “**Destination Country**” and collectively “**Destination Countries**”) in order to directly employ certain selected individuals (each a “**Talent**” and collectively “**Talents**”) in those countries in order for those Talents to work remotely for the Client in their respective home countries.

1.2 Such registration of the Client as an employer in the respective Destination Country and the subsequent direct local employment of the Talent(s) by the Client in such Destination Country, as laid out herein above (hereinafter referred to as “**WorkDirect**”), 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 employed 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 (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 of 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 directly employ 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 registering the Client and onboarding the Talent(s)

Provided that WorkMotion and the Client agreed on the pricing and fees as described under Section 4 below, 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 “**Registration Services**”):

- registration of the Client in each of the requested Destination Countries as foreign employer, enabling the Client to enter into a direct employment relationship with the Talent under local law (including but not limited to the required business, tax, labor office, social security, insurance and payroll registration of the Client in the relevant Destination Country);
- establishing a standard written employment agreement template (bi-lingual in English and local language) complying with statutory requirements in the selected Destination Country, to be entered into by and between the Client and the Talent (the “**Employment Agreement**”);
- registration of the Talent(s) with payroll, tax authorities and social security.
- 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;
- enrolling the Talent(s) in benefits plans that meet the minimum statutory requirements in the selected Destination Country;

- 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 with regard to each Talent (the “**Monthly Services**”):

- monthly pay slips;
- monthly payroll reporting per country including payment instructions to the Client for Talent net salary, tax and social security. In some countries, deviating processes may apply, including payment via escrow accounts of WorkMotion and/or WorkMotion’s Partners, for which Clients shall be invoiced on a monthly basis.
- collecting compensation/fee data;
- calculating fees/compensation payable to the Talent, including required withholdings and net pay, based on the total monthly compensation/fees as communicated by the Client;
- generating and distributing income tax reports to the Talent and government authorities, as required and applicable;
- facilitating review of Talent’s expense reports, provided that such expense reports shall be subject to Client’s prior written approval in each and every case;

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 Employment Agreement.

#### 2.3 No tax or legal advice

The Client hereby acknowledges and agrees that WorkMotion cannot and will not provide any legal and/or tax advice to the Client, 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. The Parties therefore acknowledge and agree that the provision of any legal and/or tax advice to the Client shall be expressly exempted (i) from the scope of these Terms & Conditions in general, and more specifically (ii) from the scope of Services to be provided by WorkMotion, and (iii) from the obligations to be fulfilled by WorkMotion under these Terms & Conditions.

In light of the above, WorkMotion generally recommends that Client shall seek external and independent legal and/or tax advice on whether or not the planned activity of the Client in the Destination Country might have any legal and/or tax implications on the Client, including but not limited to the constitution of a so-called permanent establishment (PE) in the Destination Country. Client

acknowledges that the taxation of the Client and its business activities (i) could be subject to local tax laws and international tax treaties and (ii) highly depends on the concrete and specific facts and circumstances of the business activities of the Client in the Destination Country, which facts and circumstances are unknown to WorkMotion and over which WorkMotion has no control or influence whatsoever.

### 3. Obligations of the Client

- 3.1 Prior to and in connection with the registration of the Client as a foreign employer in the Destination Country, the Client acknowledges to not have any active corporate presence in the Destination Country, and to inform WorkMotion about any previous corporate presence in the Destination country.
- 3.2 Prior and in connection with the registration of the Client as a foreign employer in the Destination Country, the Client shall provide WorkMotion with all required company information and corporate document required for the registrations, e.g., commercial register excerpts, according to the processes shared by WorkMotion at the beginning of a WorkDirect engagement. Said documents will be provided by the Client in an accurate, valid and timely manner to minimize any delays in the completion of the Client's registration in the Destination Country. The Client shall enter all of this information as part of and in the course of the digital onboarding process of the Client on WorkMotion's Platform.
- 3.3 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. In connection with the registration of the Client as a foreign employer in the Destination Country, the Client will provide WorkMotion, if required, with reviews of and signatures under documents to WorkMotion
- 3.4 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.
- 3.5 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.
- 3.6 The Client shall provide WorkMotion with a designated internal contact who is responsible for communicating any type of information to WorkMotion.
- 3.7 The Client must communicate payment/fee adjustment requests to WorkMotion in writing before the 15<sup>th</sup> of the month in which the payment adjustment is going into effect. Retroactive payment/fee adjustments are not included in the Scope of Services. Any application of retroactive payroll corrections in the ensuing payroll cycle will incur additional costs. In many jurisdictions, adjustments to compensation/fees require notification to government and union officials as well as significant documentation.
- 3.8 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 Employment 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.
- 3.9 The Client shall inform WorkMotion without undue delay in the event of a Talent resigning or the Client planning to terminate the employment relationship with a Talent, so that WorkMotion can provide the Client with general information and document templates to support the Talent's offboarding process.
- 3.10 The Client shall inform WorkMotion without undue delay if the Client, during the delivery of the Registration Services, wishes to not continue with the registration in the Destination Country. Similarly, the Client shall inform WorkMotion without undue delay if the Client decides to deregister or otherwise suspend the registration in the Destination Country, notwithstanding the conditions set out in clause 10 of these Terms & Conditions.
- 3.11 The Client shall inform WorkMotion without undue delay of any changes in relation to the information pertaining to the Client and/or the Client's registration in the Destination Country (e.g. the Client company name, the appointed directors, the Client's official postal address). The Client shall inform WorkMotion

without undue delay of any changes in relation to the Talent(s) the Client employs in the Destination Country including their status of employment (e.g., address, salary level, unpaid leave).

- 3.12 Just for the avoidance of any doubt, nothing contained herein shall be construed as a Client commitment or obligation to entrust WorkMotion with a minimum volume of Services.

### 4. Fees

- 4.1 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 (*Geschäftsbesorgungsvergütung*).
- 4.2 Following individual negotiations on pricing between the Client and WorkMotion, the applicable fee schedule which includes all fees listed hereunder (the "**Fee Schedule**") will be displayed on the Platform. The Client is aware that the Fee Schedule is subject to amendments upon agreement of the Parties. Should the Parties not find an agreement on the applicable Fee Schedule within 30 days from the acceptance by the Client of these Terms & Conditions, WorkMotion reserves the right (i) to withdraw from the contract that has been entered into by accepting these Terms & Conditions and (ii) to deactivate the relevant account/s on the Platform.
- 4.3 Registration Fee: The Client shall pay to WorkMotion an initial non-refundable registration fee for each country as itemized in the Fee Schedule.
- 4.4 Onboarding Fee: The Client shall pay to WorkMotion for each Talent an onboarding fee for the Onboarding Services (the "Onboarding Fee") as itemized in the Fee Schedule. The Onboarding Fee is a non-refundable fee and covers WorkMotion's Onboarding Services.
- 4.5 Monthly Service Fee: The Client shall pay to WorkMotion for each Talent a monthly fee for the Monthly Services (the "Monthly Service Fee") as itemized in the Fee Schedule. The Client acknowledges and agrees to pay a minimum of three (3) Monthly Service Fees per Employment Agreement with a Talent, including (but not limited to) cases of early termination, or fixed term contracts which have a term of less than three (3) months.
- 4.6 Other Fees: Provided that the Client has provided its prior approval for other costs, WorkMotion is entitled to bill the Client for other fees arising from optional services or expenses in relation to the registration of the Client and/or selected Talent(s) in the respective Destination Country. This includes, inter alia, authorization fees (courts, etc.), translation fees, bank transfer fees, legal advice/consultation outside the scope of our Services and other out-of-scope services, which will be charged at cost. For certain countries a special country fee will be incurred due to the complexity of the registration.

### 5. Payment Terms

- 5.1 The Registration Fee will be invoiced and shall be due for payment before WorkMotion shall have an obligation to commence the Registration Services.
- 5.2 The Monthly Service Fee and the Other Fees will be invoiced on a monthly basis 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.
- 5.3 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.
- 5.4 Client agrees to bear bank transaction costs, costs of international money transfer, incidental bank charges related to international money transfers in general, and forex (FX) in particular.

### 6. No direct engagement with Partner in Destination Country

- 6.1 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 entering into direct contractual relationships with WorkMotion's Partners in those Destination Countries, and/or circumventing WorkMotion and its Platform with regard to Talents in said Destination Country/Countries in any other way, except as agreed to by the Parties in advance and in writing.
- 6.2 The same obligation to desist from entering into direct contractual relationships with WorkMotion's Partners in those Destination Countries where the Client determined to make use of the Services under this Agreement, and/or circumventing WorkMotion and its Platform with regard to Talents in said Destination Country/Countries in any other way, 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.

## 7. Limitation of liability

7.1 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 (*Nebenpflicht*), whose breach puts the achievement of the contractual purpose at risk or whose fulfilment is essential to the due and proper implementation of the 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.

7.2 Except for WorkMotion's unrestricted liability for any damage caused by intent or gross negligence, as set forth hereinabove, 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.

## 8. 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.

## 9. 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. The Parties shall enter into a separate data protection agreement regarding the compliance with applicable data protection/ privacy laws, including GDPR.

## 10. Term and Termination

10.1 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.

10.2 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 or electronically signed (email text not sufficient).

10.3 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 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 services with regard to 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 and WorkMotion's agreements with said Partners. 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.

## 11. Indemnification

Client agrees to indemnify and hold WorkMotion and its parents, subsidiaries, Partners and affiliates and their respective officers, agents, directors, and employees (together the "Indemnified Parties") harmless from and against any and all Talent and/or Partner and/or third party claims, actions or proceedings of any kind and any and all losses, damages, liabilities, costs and expenses (without limitation including reasonable legal fees) based upon, arising out of, or in any way related to (i) corporate income tax (CIT) and/or indirect taxes such as VAT and/or sales tax and/or other business taxes due to the Client's activity in the Destination Country, and/or (ii) salary taxes and social security contributions due to the Client granting benefits and/or making payments directly to the Talent and/or (iii) allegations that Client supposedly discriminated the Talent or treated the Talent otherwise unfairly and/or (iv) the Client's negligence, willful misconduct, gross negligence or breach of any provision of this Agreement, or of any applicable law in connection with these Terms & Conditions.

## 12. 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 this Agreement 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.

## 13. Final provisions

13.1 The Client must not assign, in whole or in part, or any of its rights or obligations under these Terms & Conditions, without the prior written consent of WorkMotion, to any third party. WorkMotion may assign this Agreement or 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.

13.2 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.

13.3 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.

13.4 These Terms & Conditions shall apply in place of and prevail over any terms and conditions contained or referred to in any communication from the Client or implied by trade, custom and practice or course of dealing. Any variation of these Terms & Conditions (including any special terms and conditions agreed between the Parties) shall be inapplicable unless agreed in writing by WorkMotion.

13.5 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.

13.6 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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## DATA PROCESSING AGREEMENT BETWEEN JOINT CONTROLLERS

This Data Processing Agreement ("DPA") between Joint Controllers shall apply to you, i.e. the contracting party signing up for an account at WorkMotion Platform via our website [www.workmotion.com](http://www.workmotion.com) and using our Internet HR tech platform (hereinafter "Platform") and our digital services as described in more detail in the Terms & Conditions (hereinafter "Client") and WorkMotion Software GmbH, registered at Richard-Ermisch-Str. 7, 10247 Berlin, Germany, (hereinafter "WorkMotion")

Hereinafter collectively referred to as « Joint Controllers » or the « Parties », and individually referred to as « Party ».

This Data Processing Agreement is part of the WorkMotion T&C ("T&C") for the use of the Platform

### THE FOLLOWING HAS BEEN AGREED:

#### 1. Definitions

All terms and expressions related to the protection of Personal Data that are used in this DPA and identified by capital letters, whether used in singular or in plural, shall be interpreted in accordance with Data Protection Regulation.

**Joint Controllers:** Client, WorkMotion

**Joint Processing:** the Personal Data Processing activity/ies which purposes and means are jointly determined by the Joint Controllers, and described in Annex 1. For the sake of simplicity, the term is used in the singular despite the fact that it could cover several Joint Processing defined and implemented.

**The Data Protection Regulation:** any provision of a legislative or regulatory nature, European or national, resulting in particular from Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as well as any other EU or domestic regulations applicable in this field.

**"Personal Data", "Controller", "Data Controller", "Data Processor", "Data Subject", "Personal Data Breach", "Process", "Processing", "Processor", "Supervisory Authority" and "Third Country",** written in singular or in plural, shall bear the respective meanings given to them in the Data Protection Regulation.

#### 2. Purpose of the DPA

The purpose of this DPA is to determine the respective obligations of the Joint Controllers in order to ensure compliance with the Data Protection Regulation when carrying out the Joint Processing.

The nature and purpose of the Joint Processing is related to the hiring, onboarding, managing and paying international employees via the Platform.

#### Categories of Personal Data:

Contact data (e.g. email, phone number), Content data (e.g. texts, photographs, videos), Payment data (e.g. bank account, payment history), Usage data (e.g. access times, log files), Employee master data (e.g. names, addresses, salary group, tax classification), Application data (e.g. names, contact data, qualifications, application relevant data)

#### Special categories of Personal Data:

Personal data revealing religious or philosophical beliefs; Data concerning health

#### Categories of Data Subjects:

Applicants, Employees, Freelancers

#### 3. Duration of the DPA

This DPA enters into force upon acceptance by the Parties and shall apply until the T&C will remain in force.

#### 4. Obligations of the Joint Controllers

##### 4.1. Compliance with the Data Protection Regulation by each Joint Controller

The Joint Controllers recognise that they have full knowledge of the obligations that apply to them pursuant to the Data Protection Regulation in their role of Joint Controllers for the Joint Processing described in Annex 1.

For this reason, the Joint Controllers undertake to:

- respect and comply with these obligations in every country where the Joint Processing is carried out;
- implement a register of the Joint Processing of Personal Data as required under the Data Protection Regulation;
- document their compliance and make the documentation available to the other Party upon simple request;

- inform each other of any proven or potential error, irregularity, omission or alleged Personal Data Breach to Data Protection Regulation to which the present DPA applies;
- update the conditions for carrying out the Joint Processing when needed, having regards to the changes in the Data Protection Regulation.

Each Party undertakes to ensure its own compliance and the compliance of its staff and its processors (where applicable) with the following obligations:

- to process Personal Data for the sole purposes of the Joint Processing;
- to ensure the confidentiality of Personal Data processed under this DPA;
- to make sure that the people authorised to process Personal Data:
  - o Only access the Personal Data necessary for the fulfilment of their duties according to their roles and to the needs of the present DPA;
  - o Are subject to an adequate confidentiality obligation;
  - o Have received appropriate training in data protection.
- to communicate to the other Party, upon simple request and without delay, all the information and documents proving compliance with its obligations under the Data Protection Regulation;
- to define, adopt and keep updated the necessary technical and organisational measures to ensure an appropriate level of data security and confidentiality for the part of the Joint Processing that is under its responsibility. The measures thus implemented are described in Annex 2;
- to define and adopt the internal procedures that are necessary for complying with its obligations;
- to ensure, where appropriate, the deletion of Personal Data at the end of the retention period.

##### 4.2. Obligation of information

Each Joint Controller shall provide to Data Subjects the information required by the Data Protection Regulation, according to the conditions and deadlines prescribed by the Data Protection Regulation.

##### 4.3. Managing Data Subjects' rights

In this section, the term « rights » shall mean any right granted to Data Subjects by the Data Protection Regulation, such as the right to access, to rectify, to delete and, where appropriate, to limit, to make portable, to object and to withdraw consent.

In compliance with the Data Protection Regulation, a Data Subject may exercise their rights against each Joint Controller or against both Joint Controllers.

Notwithstanding the above, the Parties agree that it shall fall upon:

- WorkMotion to follow up and to manage relations with Data Subjects pursuant to any enquiries that are related to the Joint Processing, according to the conditions and deadlines prescribed by the Data Protection Regulation;

In order to allow for a correct management of enquiries, Client undertakes to:

- transfer without delay any request or enquiry that was directly received to the Party that is responsible for managing enquiries (mentioned above);
- where appropriate, provide all information relating to the part of the Joint Processing that is under its responsibility, where such information is necessary to the follow-up and the management of a Data Subject's request;
- ensure necessary measures are implemented.

##### 4.4. Management of Data Breaches

Joint Controllers undertake to define and implement internal procedures necessary to manage Personal Data Breach according to Data Protection Regulation.

The Joint Controllers undertake to inform each other without delay of any Personal Data Breach affecting the Joint Processing in whole or in part and

to cooperate together when notification to the Supervisory Authority and/or, where appropriate, to the Data Subjects is required.

#### **4.5. Cooperation in carrying out Privacy Impact Assessments**

The Joint Controllers undertake to cooperate in order to identify the need to carry out a data protection impact assessment for the Joint Processing, and where appropriate, to jointly carry out this impact assessment under the direction of the referents designated in article 6.

Each Party bears its own costs for carrying out the impact assessment.

#### **4.6. Cooperation regarding Supervisory Authorities**

The Joint Controllers shall inform each other of any requests, enquiries, follow-up activities and any similar measures taken by the Supervisory Authority or any other authority regarding the Joint Processing.

The Joint Controllers shall assist each other in answering and complying with every request or enquiry coming from the Supervisory Authority or any other authority and relating, in whole or in part, to the Joint Processing.

#### **4.7. International Transfers of Personal Data**

Where appropriate, any international transfer of Personal Data undertaken by either Party must comply with Data Protection Regulation and be made pursuant either on the grounds of an Adequacy Decision or Appropriate Safeguards such as Standard Contractual Clauses made public by the European Commission

### **5. Data Processors**

#### **5.1. Conditions to contract with a Data Processor**

Each Party may subcontract all or part of its obligations, subject to prior information of the other Party. Any change in Data Processors shall enter into application in the absence of objection by the other Party within eight (8) calendar days from receipt of the above mentioned prior information.

All contractual agreements with the subcontractor(s) and the performance of the contractual relationship must be designed in such a way that they comply with the requirements of the GDPR and other data protection provisions, where applicable.

In the case of subcontracting, the Parties shall be granted control and inspections rights by the subcontractor in accordance with this DPA, The Parties undertake to ensure that each of their Data Processors respect the obligations provided for in this DPA, in particular by expressly including the same obligations in the contract binding this or these Data Processors and by carrying out a regular audit or having it carried out to verify the compliance of these Data Processors.

#### **5.2. Obligations when using a Data Processor**

The Parties undertake to only resort to Data Processors who have taken sufficient safeguards, in particular when they intervene in order to implement appropriate technical and organisational measures for the Joint Processing.

They also undertake to ensure that each of their Data Processors respect the obligations provided for in this DPA, in particular by expressly including the same obligations in the contract binding this or these Data Processors and by carrying out a regular audit or having it carried out to verify the compliance of these Data Processors.

Each Party shall remain fully liable to the other Party for the performance by the Data Processor(s) of its (their) obligations.

### **6. Referents for the protection of Personal Data**

Each Party undertakes to appoint a referent for the protection of Personal Data, with the required skills to manage the proper performance of this DPA and to answer the other Party's requests.

**WorkMotion Referent: Dr. Jonas Jacobsen, jacobsen@comtection.com**  
**Responsibility of the Joint Controllers**

The Joint Controllers shall bear reciprocal liability for breach of duty in accordance with the T&C. Exclusions or limitations of liability contained in the T&C should only apply between the Joint Controllers. In any case, statutory liability with regard to the Data Subject shall remain unaffected.

### **7. Communication of the DPA**

Following a Data Subject's request, the Joint Controllers are authorised to communicate to this Data Subject a summary of this DPA.

### **8. Miscellaneous**

- The Parties are not allowed to unilaterally modify or suspend the performance of this DPA, unless otherwise specified in an express manner. Any amendment to the provisions of this DPA shall be subject to a written amendment between the Parties.
- In the case where a provision of this DPA is deemed or judged entirely or partially invalid or inapplicable by a competent court or in accordance with a law, the invalidity of this provision shall have no effect on the other provisions, and they will continue to apply.
- The DPA shall be subject and be interpreted in accordance with the laws of Germany.
- All and any disputes arising from and/or in connection with this DPA shall be decided exclusively by the courts of Berlin, Germany.

## Annex 1: Main characteristics of the Joint Processing

### Subject matter:

The Joint Controllers shall cooperate on the basis of individual mandates given to WorkMotion, or on the basis of individual contracts concluded between Client and WorkMotion.

### Nature and purpose of the Joint Processing:

The nature and purpose of the Joint Processing is related to the hiring, onboarding, managing and paying international employees via a Software Platform.

### Categories of Personal Data:

- Contact data (e.g. email, phone number)
- Content data (e.g. texts, photographs, videos)

- Payment data (e.g. bank account, payment history)
- Usage data (e.g. access times, log files)
- Employee master data (e.g. names, addresses, salary group, tax classification)
- Application data (e.g. names, contact data, qualifications, application relevant data)

### Special categories of Personal Data:

- Personal data revealing religious or philosophical beliefs;
- Data concerning health

### Categories of Data Subjects:

- Applicants
- Employees
- Freelancers

## Annex 2: TOMs

### Technical and organisational measures (TOM) according to Art. 32 GDPR

#### WorkMotion Software GmbH

#### 1. Encryption and pseudonymisation of personal data

Ensuring that personal data is only stored in the system in a way that does not allow third parties to identify the data subject.

Measures	Description	Suitability
		(taking into account the requirements of Article 32 of the GDPR)
<i>Encryption of data records</i>	<i>Use of database software that enables the encrypted storage of data records</i>	<i>Selection of the software corresponds to the current specifications of the BSI</i>

#### 2. Confidentiality and integrity

##### 2.1. Access control

Denying unauthorised persons access to processing equipment with which the processing is carried out.

Measures	Description	Suitability
		(taking into account the requirements of Article 32 of the GDPR)
<i>All personal data is stored in data centers of external service providers.</i>	<i>The data centers used are secured in accordance with current security standards:  ISO 27001/27017/27018</i>	<i>The measures correspond to the state of the art.</i>

##### 2.2. Access control

Prevention of the use of data processing systems by unauthorised persons

Measures	Description	Suitability

		(taking into account the requirements of Article 32 of the GDPR)
<i>Individual log-in and log-in protocol</i>	<i>Logging on to the system or company network is done with a separate log-in and is logged (user name and password); use of user-profiles and assignment of user rights</i>	<ul style="list-style-type: none"> <li>▪ <i>There are minimum requirements for the assignment of passwords (minimum number of characters)</i></li> <li>▪ <i>Access to data processing systems can be traced via individual log-ins and is thus suitable for clarifying unauthorised access in retrospect and thus already acts as a deterrent in advance.</i></li> </ul>
<i>Software Firewall</i>	<i>A state of the art firewall is enabled by default and is kept up to date.</i>	<i>The software is regularly updated and corresponds to the state of the art</i>
<i>Lock screen</i>	<i>The automatic lock screen on all computers; automatic pausing of screens</i>	<i>Access by unauthorized persons is made more difficult.</i>

### 2.3. Data medium control

Prevention of unauthorized reading, copying, modification or deletion of data carriers.

<b>Measures</b>	<b>Description</b>	<b>Suitability</b>
		(taking into account the requirements of Article 32 of the GDPR)
<i>Authorization concept</i>	<i>Due to the authorization concept, only authorized persons have the possibility to process personal data.</i>	<i>Risk of unauthorized data access is effectively minimized by restricting access rights.</i>

### 2.4. Memory Control

Prevention of unauthorised input of personal data as well as unauthorised knowledge, modification and deletion of stored personal data.

<b>Measures</b>	<b>Description</b>	<b>Suitability</b>
		(taking into account the requirements of Article 32 of the GDPR)
<i>Authorization concept</i>	<i>Due to the authorization concept, only authorized persons have the possibility to process personal data.</i>	<i>Risk of unauthorized data access is effectively minimized by restricting access rights.</i>

<i>Software Firewall</i>	<i>Windows firewall is enabled by default and is kept up to date.</i>	<i>The software is regularly updated and corresponds to the state of the art</i>
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**2.5. User control**

Prevention of the use of automated processing systems by means of data transmission equipment by unauthorised persons.

<b>Measures</b>	<b>Description</b>	<b>Suitability</b>
		(taking into account the requirements of Article 32 of the GDPR)
<i>Firewall and VPN access. Admission only from identified devices</i>	<i>Sealing off the system against access by unauthorised persons</i>	<i>The selected technical solution corresponds to the state of the art and is continuously updated</i>

**2.6. Access control**

Ensure that persons authorised to use an automated processing system have access only to the personal data covered by their access authorisation.

<b>Measures</b>	<b>Description</b>	<b>Suitability</b>
		(taking into account the requirements of Article 32 of the GDPR)
<i>Authorization concept</i>	<i>Due to the authorization concept, only authorized persons have the possibility to process personal data.</i>	<i>The measure is proportionate to the risk.</i>

**2.7. Transmission control**

Ensure that it is possible to verify and establish to which bodies personal data have been or may be transmitted or made available by means of data communication equipment.

<b>Measures</b>	<b>Description</b>	<b>Suitability</b>
		(taking into account the requirements of Article 32 of the GDPR)
<i>Storage of all outgoing and incoming emails</i>	<i>Automated archiving of e-mail communication documents all data transmissions.</i>  <i>The access to the archive system is strictly regulated</i>	<i>The measure taken is proportionate to the risk.</i>

**2.8. Transport control**

Ensure that the confidentiality and integrity of personal data is protected during the transmission of personal data and during the transport of data media.

Measures	Description	Suitability  (taking into account the requirements of Article 32 of the GDPR)
<i>Signature of e-mails</i>  <i>No shipping of data carriers</i>	<i>The sending of signed e-mails is offered</i>	<i>Measure is commensurate with the risk.</i>

## 2.9. Input control

Ensure that it is possible to verify and establish ex post which personal data have been entered or modified in automated processing systems, at what time and by whom.

Measures	Description	Suitability  (taking into account the requirements of Article 32 of the GDPR)
<i>Traceability of entries, changes and deletions</i>	<i>File system captures changes.</i>	<i>Measure is commensurate with the risk.</i>

## 2.10. Data integrity

Ensure that stored personal data cannot be damaged by system malfunctions.

Measures	Description	Suitability  (taking into account the requirements of Article 32 of the GDPR)
<i>Data backup</i>	<i>Regular backups enable the restoration of an error-free system.</i>	<i>Measure is commensurate with the risk.</i>

## 2.11. Order control

Ensure that personal data processed on behalf can only be processed in accordance with instructions.

Measures	Description	Suitability  (taking into account the requirements of Article 32 of the GDPR)

<i>AV agreements according to DSGVO</i>	<i>Selection of service providers that implement the requirements of the GDPR and obligation to comply with the requirements of Art. 32 GDPR.</i>	<i>Measure is commensurate with the risk.</i>
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**3. Availability**

Ensure that personal data is protected against destruction or loss.

<b>Measures</b>	<b>Description</b>	<b>Suitability</b>
		(taking into account the requirements of Article 32 of the GDPR)
<i>Data backup</i>	<i>Regular backups</i>	<i>Measure is commensurate with the risk.</i>

**4. Recoverability**

Ensure that deployed systems can be restored in the event of a failure.

<b>Measures</b>	<b>Description</b>	<b>Suitability</b>
		(taking into account the requirements of Article 32 of the GDPR)
<i>Data backup</i>	<i>Creating backups</i>	<i>Measures are commensurate with the risk.</i>

**5. Separability**

Ensure that personal data collected for different purposes can be processed separately.

<b>Measures</b>	<b>Description</b>	<b>Suitability</b>
		(taking into account the requirements of Article 32 of the GDPR)
<i>Separate storage of personal data for different purposes</i>	<i>A breakdown of records by purpose was made.</i>	<i>Measures are commensurate with the risk.</i>

**6. Review and evaluation**

Presentation of the procedure for the regular review, assessment and evaluation of the effectiveness of the technical and organisational measures.

<b>Measures</b>	<b>Description</b>	<b>Suitability</b>

		(taking into account the requirements of Article 32 of the GDPR)
<i>Testing and documentation</i>	<i>TOMs are assessed and evaluated on a quarterly basis.</i>  <i>The completion is documented and presented to the management.</i>	<i>Quarterly audit is appropriate and sufficient for the risk</i>

Status: December 2021