TERMS AND CONDITIONS
- Employer of Record (formerly: 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), Germany 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 "Employer of Record (EOR)" via our website 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 intends to mandate certain selected individuals (each a "**Talent**" and collectively "**Talents**") for specified tasks in specific home countries of such Talents (each a "**Destination Country**" and collectively "**Destination Countries**") in the context of the fulfillment of certain business responsibilities of the Client.

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

1.3 WorkMotion, in its capacity as a procurement platform and business-management company, shall provide the individually agreed management and support services to the Client by operating as the Client's global and local procurement partner in the respective Destination Countries with the purpose of enabling the Client to mandate the Talents of their choice to work on the selected assignments in the relevant Destination Countries. WorkMotion will take care of the relevant Responsibilities and Prerequisites either via a group subsidiary owned and/or controlled by WorkMotion and/or via WorkMotion's global network of independent third-party contractor companies (such 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.

2 Obligations of WorkMotion

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**"):

- 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 accessory obligation, providing general background information to the Client about minimum wages, collective bargaining agreements, taxes, social contributions, any other relevant labor charges, and the law applicable in relation to the selected Talent(s) in the respective Destination Country. WorkMotion may, at WorkMotion's own sole discretion, merely forward to the Client general legal and/or tax information of the relevant Destination Countries where WorkMotion may have received such information from the Partners, law firms or tax firms belonging to its global network.

2.2 **Ongoing (Monthly and Annual) Services**

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

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

- acting as the procurement partner regarding the Talent and discharge any statutory and/or contractual obligations through the respective Partner, as the case may be;
- collecting compensation/fee data;
- calculating and paying fees/compensation to the Talent, including required withholdings and net pay, based on the total monthly compensation/fees as communicated by the Client;
- making third party payments for withheld taxes, insurances, and other required benefits and payments;
- generating and distributing income tax reports to the Talent and government authorities, as required and applicable;
- distributing 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;
- cooperating with the Client in order to implement procedures to use the Talent's services for the Client's workflows whilst at the same time complying with the provisions of these Terms & Conditions, the Service Agreement as well as applicable laws.

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

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

2.3 **Additional Services**

Any services which are not expressly itemized in the two preceding subsections "Preparatory Services for onboarding the Talent(s)" (Sec. 2.1) and "Ongoing (Monthly and Annual) Services" (Sec. 2.2) are hereinafter referred to as "**Additional Services**". Any such Additional Services may be provided either upon Client's request, or as a standardized service by default, and may vary in scope and nature and/or from Destination Country to Destination Country. Wherever such Additional Services are optional, the provision of such optional Additional Services by WorkMotion shall be subject to Client's prior request, be it via the use of a certain feature on the Platform, or by email, or otherwise. Additional Services may be subject to additional fees as set forth in more detail in the relevant Fee section following hereinbelow.

2.4 **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 using 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). For the avoidance of doubt, this also includes the Client's obligation to use and ensure that the Talents use WorkMotion's compliance features on the Platform (e.g. time-tracking and paid-time-off).

3.4 If the Client is experiencing a performance-related issue with a specific Talent, the Client agrees to notify WorkMotion so that WorkMotion can initiate the appropriate measures and manage due process in order to minimize the Termination Costs and any other possible negative consequences of such action. Client acknowledges that it is of utmost importance that solely WorkMotion and/or its Partners shall steer and handle any and all actions and measures that may be taken in preparation of, or may foreseeably result in, a Talent's termination. Client hence agrees to strictly refrain (i) from taking any termination related (preparatory) measures whatsoever on its own vis-à-vis the Talent and/or (ii) from communicating with the Talent about the possibility of a termination directly on its own. Any violation of these obligations may result in additional costs and expenses which shall be solely borne by the Client.

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, harassment, bullying 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 the Partners, be it in the context of a termination of a Talent or otherwise (the "**Employment Claims**").

3.6 The Client acknowledges that WorkMotion and/or the Partners in their formal role as the employer of the Talent are responsible for conducting any defense and settlement of any Employment Claims. WorkMotion and/or the Partners will consult with and seek assistance from the Client to facilitate an efficient resolution of any such Employment Claims. The Client acknowledges that time is of the essence and agrees to timely cooperate with any requests made by WorkMotion and/or the Partners in connection with any Employment Claims. If and to the extent the Client delays or fails to cooperate, respond, or participate upon request, the Client acknowledges and agrees that WorkMotion and/or the Partners may proceed without the Client's involvement. In this case, the Client waives any right to dispute *(i)* WorkMotion and/or the Partners' defense and settlement of the Employment Claim without the Client's involvement; and *(ii)* the validity of any expenses incurred by WorkMotion and/or the Partners in this regard which will be charged back to the Client.

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

3.8 The Client must communicate any request to adjust the payments/fees in relation to certain Talents in writing to WorkMotion 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.

3.9 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.

3.10 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.

3.11 Client is aware that in case of continued or repeated breach of Client's obligations under this Agreement and particularly of Client's payment obligations pursuant to the following Sections, WorkMotion reserves the right to take appropriate restrictive measures on the Platform at WorkMotion's own sole and unfettered discretion, including but not limited to placing warning banners in the Client's account, and/or restricting the Client's and/or Talents' access to certain features on the Platform, to their accounts, or to the Platform in general, be it in whole or in part, temporarily or permanently. WorkMotion commits to lift the relevant restrictive measure as and when the Client has demonstrably stopped and (if applicable) cured the relevant breach or violation.

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 pursuant to Section 4.7 and/or Section 12.5 below or 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 **Service Fees**: The Client shall pay to WorkMotion for each Talent a monthly fee for the Monthly Services (the "**Monthly Service Fee**") as well as other service fees further described in the Fee Schedule (together with the Monthly Service Fees, the "**Service Fees**"). 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 the Talent during the respective starting month. The Client acknowledges and agrees to pay a minimum of three (3) Monthly Service Fees per Talent, including (but not limited to) cases of early termination, or fixed term contracts which have a term of less than three (3) months. The Client further acknowledges and agrees to pay the Monthly Service Fee until the end of the notice period of a Talent (irrespective of whether the notice period is worked, waived, or paid in lieu).

4.4 **Total Cost of Employment**: As an additional and integral part of WorkMotion's all-encompassing procurement service fee, the Client shall further pay to WorkMotion the fees, regular salary/compensation, allowances, commissions, bonuses, insurances, benefits, any other statutory and legally required payments that are paid by WorkMotion and/or its Partners for each Talent (the "**Total Cost of Employment**"). The Total Cost of Employment for each Talent shall be itemized on the Platform.

4.5 **Other Fees**: The Client shall be solely responsible for any and all costs, expenses, fees, taxes, and charges arising from (i) any optional Additional Services the provision of which has been requested by the Client (e.g., work permit and/or visa clearance, equipment rent) in relation to the selected Talent(s) in the respective Destination Country, and (ii) the standard Additional Services provided by WorkMotion by default ("**Other Fees**"). A price table itemizing all Other Fees applicable to any and all such Additional Services (optional and standard) is available on the Platform. The Other Fees will not be refunded in case the optional services become frustrated through no fault of WorkMotion (e.g., work permit and/or visa clearance not granted by the local authorities).

4.6 **Taxes**: Unless otherwise stated, the fees set forth above are expressed in the net amount and do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). The Client acknowledges and agrees to pay all Taxes in connection with the Client's use of the Services and the Platform. This includes Taxes that WorkMotion is legally required to pay or collect for the Client's benefit. For the avoidance of doubt, WorkMotion shall remain solely responsible for any taxes assessable against WorkMotion based on WorkMotion's business.

4.7 **Adjustments**: If costs of WorkMotion in relation to providing the Services increase during the term of these Terms & Conditions, WorkMotion has the right to adjust the relevant items in the Fee Schedule and notify the Client accordingly.

5 Deposit

5.1 Client shall pay to WorkMotion a refundable deposit per Talent, the amount of which shall either (i) be equal to the number of months of notice period that applies to that Talent multiplied by the total monthly cost of employment of that Talent or

(ii) depend on the outcome of regular risk assessments carried out by WorkMotion (or a third party engaged by WorkMotion for this purpose) in relation to the Client's financial status (the "**Risk Assessment**"), subject to WorkMotion's reasonable discretion and close consultation with the Client. The Deposit determined pursuant to the foregoing sentence shall be displayed on the Platform (the "**Deposit**"). The relevant Deposit amount will be rounded up to the nearest five hundred (500) amount in the applicable invoice currency. The payment of the Deposit will be requested in the same currency as the currency used in the regular invoices to Client. Client acknowledges that payment and receipt of the Deposit (in case required) is a condition precedent to the commencement of a Talent's onboarding, i.e. WorkMotion may refrain from commencing the onboarding, and/or re-schedule the originally planned onboarding, and/or pause the commenced onboarding of a Talent if and as long as the Deposit for the respective Talent has not been paid and received in full.

5.2 WorkMotion will store the Client's Deposits safely as so-called ring-fenced money on one or more dedicated bank accounts which are separate and apart from WorkMotion's normal current account(s) and hence from WorkMotion's cashflow. To operate and maintain this safe setup in the shared interest of all of WorkMotion's clients, WorkMotion is obligated by its bank(s) and applicable anti-money laundering (AML) laws to comply with obligatory KYB ("Know Your Business") procedures and to submit certain client related information and documents to its bank. Therefore, upon request by WorkMotion, Client agrees to furnish WorkMotion with the required documents and information, including but not limited to a certificate of incorporation, details of the legal representative of the Client, and information on the Client's ultimate beneficial owners (UBO), via WorkMotion's standardized KYB process for which purpose WorkMotion may use the services of an external KYB SaaS tool/provider. The Client acknowledges and agrees that the Parties' cooperation and initial Talent onboardings can only start if and when the KYB process is successfully completed.

5.3 WorkMotion may, at its absolute discretion, utilize any or all of the Deposits so received in order to *(i)* cover any and all Termination Costs, *(ii)* conduct any defense and/or settlement of Employment Claims, *(iii)* settle any and all outstanding invoices issued by WorkMotion for the provision of its Services and/or (iv) settle any and all outstanding claims pursuant to Sec. 7.7, each *(i)-(iv)* in relation to any or all of the Talent(s) of the Client. To this end, by way of example, and just for the avoidance of any doubt, WorkMotion may utilize one Deposit initially received from the Client for one Talent (or several Deposits received for several Talents) to cover the costs and/or outstanding invoices related to another Talent (or several other Talents) of the Client.

5.4 WorkMotion will inform the Client of any utilization of the Deposit(s) and thereupon request the full and timely replenishment of the Deposit(s) by the Client.

5.5 The Client acknowledges and agrees that WorkMotion has the right to hold each Deposit or replenished Deposit (as the case may be) until any and all outstanding matters, costs and invoices related to the termination of the respective Talent have been fully and finally resolved. Upon completion and full resolution of all such outstanding matters, WorkMotion shall inform the Client of any remaining Deposit amounts (if any) and return the same to the Client without undue delay.

5.6 Client shall not receive any interest on the Deposit(s). Any interest that accrues on the dedicated bank account(s) is (inter alia) used by WorkMotion to cover the necessary administrative costs

6 Severance Accruals

6.1 In order to mitigate the financial impact of severance packages that may need to be paid to Talents as part of a termination, Client shall (i) pay (in case required) or (ii) have the option to pay (in case not mandatory after a Risk Assessment) a monthly accrual amount per Talent which will be displayed on the Platform ("**Severance Accrual**"), however limited to Talents residing in specific countries only. Upon Client's request, WorkMotion will provide the Client with the list of countries where such Severance Accrual would be charged.

6.2 The Severance Accrual may only be utilized, i.e. paid out to the Talent as part of a severance package in cases where the Client requests that a Talent's employment be terminated, be it unilaterally (by means of a termination notice), or by means of a mutual termination agreement. It shall however not be unnecessarily used in cases where the Talent pro-actively resigns (unless otherwise agreed to by the Parties).

6.3 If and to the extent it was not necessary to utilize the Severance Accrual in the course of the termination of a Talent, WorkMotion shall refund it to the Client. The balance of the paid Severance Accrual versus the used Severance Accrual shall be itemized in the next relevant invoice in the billing cycle where the sum of all Severance Accruals paid by the Client for the respective Talent shall be stated as a negative amount (refund) while the actual amount of the severance package paid to that Talent shall be stated as a positive amount (cost). The balance shall be credited to the Client (credit note), or be paid by the Client, as applicable. Any credit note (if any) may also be set off by WorkMotion against any due invoice.

6.4 WorkMotion may, at its absolute discretion, utilize any or all of the Severance Accruals received in relation to any or all of the Talent(s) of the Client. To this end, by way of example, and just for the avoidance of any doubt, WorkMotion may utilize one Severance Accrual initially received from the Client for one Talent (or several Severance Accruals received for several Talents) to cover the Termination Costs related to another Talent (or several other Talents) of the Client.

7 Payment Modalities

7.1 **Deposit**: WorkMotion will issue a payment request to the Client for the Deposit if and when required.

7.2 **Payroll Funding Invoice**: WorkMotion will issue an invoice to the Client on or after the 1st day of each calendar month for the estimated Total Cost of Employment of the respective month and other selected cost items (the "**Payroll Funding Invoice**").

7.3 **Settlement Invoice**: WorkMotion will issue an invoice to the Client at the end of each calendar month or in the 1st week of the following calendar month for *(i)* any additional Total Cost of Employment if any (i.e. the sum of the actual Total Cost of Employment minus the sum of the earlier estimated Total Cost of Employment), *(ii)* the (Monthly) Service Fee(s), *(iii)* Other Fees (if any), *(iv)* Severance Accruals and *(v)* late payment interest and fees pursuant to the section Late Payment hereinbelow (if applicable), of the preceding month if and to the extent such cost items have not yet been included in the Payroll Funding Invoice (the "**Settlement Invoice**").

7.4 **Delivery of payment request / invoices**: The Client acknowledges and agrees that WorkMotion will issue the payment requests and invoices by way of uploading them to the Platform. For the avoidance of doubt, therefore, the payment requests and invoices shall be deemed to be delivered to and duly received by the Client upon making them available to the Client on the Platform.

7.5 **Due dates**: All payment requests and invoices shall become due for payment within ten (10) days from the date of the respective invoice and/or payment request, unless expressly agreed otherwise to by the Parties and documented as such on the Platform. The Client agrees to refrain from disputing and/or withholding timely payment of any invoice and/or payment request as such, be it in whole or in part, and/or the fact that it becomes due for payment within ten (10) days (unless expressly agreed otherwise). Any disputes regarding the amount of the invoice and/or payment request shall be resolved as soon as possible and may be corrected by means of a credit note or otherwise.

7.6 **Method of payment**: The Client agrees to make any payment to WorkMotion *(i)* by (A) wire transfer to the bank account specified in WorkMotion's respective invoice clearly attributable to the Client using the correct reference number or other identifier itemized in WorkMotion's respective invoice or (B) any other form as made available by Workmotion at its sole discretion *(ii)* in the same currency as stated on WorkMotion's invoice (currently EUR/USD/GBP/CHF); and *(iii)* solely bear any bank transactions costs, costs of international money transfer, incidental bank charges related to international money transfers in general, and forex (FX) risks including a markup that is justified by the liquidity in the respective currency pairs. Applicable foreign currency exchange rates are sourced from https://fixer.io.

7.7 **Late payment**: The Client acknowledges and agrees that WorkMotion is entitled to levy *(i)* interest on late payment (*Verzugszinsen*), *(ii)* a flat fee on late payment (*Verzugspauschale*) and/or *(iii)* any other late payment related damages, costs and expenses (*Verzugsschäden*) that WorkMotion may each be entitled to claim in accordance with applicable law.In case Client does not specify the relevant invoice(s) in the reference field of its bank transfer to WorkMotion and such default requires WorkMotion to make time-consuming investigations into the correct allocation of the payment, and/or to clarify the whereabouts and proper allocation of the payment with the Client, it is acknowledged and agreed that WorkMotion may add such reasonably invested additional time to the overall calculation of interest.

7.8 **Order of payment**: If the payments made by the Client to WorkMotion are not sufficient to pay all outstanding amounts, WorkMotion may, at its absolute discretion, determine which outstanding amounts shall be deemed to be paid by the Client.

7.9 **Overpayment**: In the unlikely event that Client should have overpaid any amounts to WorkMotion, Client agrees that any such overpayment shall not entitle the Client to withhold payment of any other invoices or payment requests issued by WorkMotion, nor to deduct or set off any amounts therefrom. Instead, WorkMotion will, at its absolute discretion, resolve the matter in good faith as soon as possible and inform the Client accordingly without delay.

7.10 **Credit notes**: WorkMotion may, at its absolute discretion, set off any or all of the credit notes issued in order to settle any and all outstanding *(i)* invoices issued by WorkMotion for the provision of its Services and/or *(ii)* outstanding claims pursuant to Sec. 7.7, each *(i)-(ii)* in relation to any or all of the Talent(s) of the Client, and will inform the Client accordingly without delay.

8 No direct engagement with Partner in Destination Country

8.1 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.

8.2 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.

8.3 In the event of a culpable breach *(schuldhafte Verletzung)* of the Client's obligations under this Section 8, the Client shall pay to WorkMotion a contractual penalty in the amount of EUR 10,000.00 (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.

9 Limitation of liability

9.1 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 einschließlich Nebenleistungspflichten*), 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.

9.2 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.

10 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.

11 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.

12 Term and termination of the cooperation under these Terms & Conditions

12.1 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 period of time.

12.2 Either Party may terminate the Parties' cooperation under these Terms & Conditions by sending to the other Party a three (3) months' notice effective as of the last day of the then current calendar month (three months ahead). The statutory right to an extraordinary termination for cause with immediate effect remains unaffected.

12.3 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 Talent(s) 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 further 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 provided that WorkMotion shall use its best commercial efforts to complete the winding-up procedure within reasonable time.

12.4 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, or to another provider ("**Transfer**"), 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 such the orderly conduct of 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. It is acknowledged and agreed however that WorkMotion's role shall be of mere supportive and ancillary nature. Client hence agrees that any such Transfer shall happen at Client's own sole legal and financial risk. Accordingly, Client assumes any and all liability for the orderly conduct of such Transfer and agrees to bear any and all costs and expenses of such Transfer. 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.

12.5 The Parties' cooperation under these Terms & Conditions shall be suspended if the Client has no longer at least one Talent employed by a Partner for a continuous period of 3 months. If the Client would like to renew the cooperation, the Client shall notify WorkMotion in writing (email sufficient) accordingly, and WorkMotion shall have the right to apply its then current pricing (if any) displayed on the Platform.

13 Termination of Talents

13.1 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.

13.2 Therefore, the Client agrees to pay all costs duly incurred by WorkMotion and/or Partner in connection with terminating the Services, meaning all reasonably incurred costs and fees associated with the termination of the Talent ("**Talent Termination Cost**"), including but not limited to (i) the defense and settlement of Employment Claims, (ii) continued payments or retro-active compensation to the Talent during or pursuant to such termination process, (iii) severance costs and reasonable outside legal costs when required and (iv) costs and fees due to Client's failure to ensure usage of WorkMotion's compliance features on the Platform. 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.

13.3 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.

13.4 In the mutual good faith pursuit by the 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).

13.5 Client acknowledges that it is of utmost importance that solely WorkMotion and/or its Partners shall steer and handle any and all Talent termination(s). Client hence agrees to strictly refrain from (i) taking any termination related measures whatsoever on its own vis-à-vis the Talent and/or (ii) communicating about the termination with the Talent directly on its own. Any violation of this obligation may result in additional costs and expenses which shall be borne solely by the Client.

13.6 The Client acknowledges and agrees that WorkMotion may, at its absolute discretion, trigger the termination of any and all mandates with any and all Talent(s) and/or other Services procured by WorkMotion under these Terms & Conditions if and when *(i)* the Client delays or fails to fulfil its payment obligations under these Terms & Conditions despite reminders and warnings from WorkMotion to the Client to fulfill its payment obligations; and/or *(ii)* WorkMotion

has reason to believe that the Client is at the brink of insolvency or is about to enter into any composition or arrangement with its creditors or has an administrator, receiver or manager appointed over any of its assets or enters into liquidation or ceases to carry on its business. For the avoidance of doubt, it is acknowledged and agreed that in any such situation set forth herein under (i) and/or (ii), WorkMotion shall have the right to use any existing funds from the Client, including but not limited to Deposits, Severance Accruals, and/or credit notes, to mitigate WorkMotion's financial damage, i.e. (without limitation) to settle any outstanding debts owed to WorkMotion and/or any claims, debts and demands asserted by the Talent, any Partner, or any other legitimate third party, in relation to the Client and/or its Talent(s), at WorkMotion's own sole and unfettered discretion.

14 Indemnification

The Client agrees to indemnify and hold WorkMotion and its parents, subsidiaries, Partners and affiliates and their respective officers, agents, directors, and employees 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)* Talent Transfers conducted upon Client's request *(vi)* the Client's negligence, willful misconduct, gross negligence or breach of any provision of these Terms & Conditions, or of any applicable law in connection with these Terms & Conditions.

15 Intellectual Property

15.1 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).

15.2 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 Transfe**r"). 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.

15.3 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.

15.4 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.

16 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.

17 Final provisions

17.1 Either Party may assign any rights and obligations under these Terms & Conditions to its affiliated entities according to Section 15 et sqq. of the German Stock Corporation Act (*Aktiengesetz*) and any third parties, it being understood and agreed that both Parties shall promptly inform and closely consult with each other at the earliest possible point in time at which one Party starts contemplating said assignment to its affiliated entities and third parties.

17.2 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.

17.3 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 supersede all prior agreements, negotiations, representations,

and discussions, written or oral, express or implied, between the Parties in relation thereto.

17.4 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.

17.5 The Parties' cooperation under these Terms & Conditions including any of the Client's individual orders and requests hereunder, be it via the existing technological features and processes implemented in the Platform or otherwise (e.g. via email), including but not limited to the request to onboard a Talent, offboard a Talent, transfer a Talent, change the terms of employment of a Talent etc., 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 and the relevant court of Cologne, Germany, shall enjoy an additional jurisdiction for all payment claims resulting from or in connection with these Terms & Conditions.

17.6 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.

17.7 Any communications made between WorkMotion and the Client under and in connection with the Parties' cooperation under these Terms & Conditions can be made by electronic mail or other electronic means to the extent that both Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication.

17.8 WorkMotion shall notify the Client via e-mail and/or the Platform regarding any amendments of these Terms & Conditions, which become effective only upon consent by the Client. To the extent such consent has not already been obtained by WorkMotion via e-mail and/or the Platform, the Client shall be deemed to have given its consent if the Client does not contest the amendments by e-mail within a month after receiving the abovementioned notice.

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TERMS AND CONDITIONS
- Direct Hiring (formerly: 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 "Direct Hiring" via ou r website 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 "**Direct Hiring**"), 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 Direct Hiring 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 15th 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 these Terms & Conditions, 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 these Terms & Conditions, 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 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.

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 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 supersede 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.

JOINT CONTROLLER AGREEMENT

This Joint Controller Agreement ("**JCA**") 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 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 Joint Controller 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 JCA 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 JCA

The purpose of this JCA 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 JCA

This JCA 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 JCA 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 JCA;
- to make sure that the people authorised to process Personal Data:
  - Only access the Personal Data necessary for the fulfilment of their duties according to their roles and to the needs of the present JCA;
  - Are subject to an adequate confidentiality obligation;
  - 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 JCA, The Parties undertake to ensure that each of their Data Processors respect the obligations provided for in this JCA, 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 JCA, 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 JCA 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 JCA

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

8. Miscellaneous

- The Parties are not allowed to unilaterally modify or suspend the performance of this JCA, unless otherwise specified in an express manner. Any amendment to the provisions of this JCA shall be subject to a written amendment between the Parties.
- In the case where a provision of this JCA 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 JCA 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 JCA 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 organizational 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
Encryption of data records	Encryption.	Our comprehensive data security program safeguards our database instances by implementing stringent access controls and security groups, and deploying databases within a private network. We adhere to industry best practices by encrypting data at rest and database backups using KMS Key solutions. Additionally, database access is securely managed through Hashicorp Vault, applying the principle of least privilege.

2. Confidentiality and integrity

2.1 Access control

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

Measures	Description	Suitability
All personal data is stored in data centers of external service providers.	Least privilege principle.	We adhere to the ISO Access Control Policy Guidelines by applying the principle of least privilege when granting system access. Our entire infrastructure is hosted on the AWS public cloud, where granular access controls are rigorously implemented and managed by our platform team.

2.2 Access control

Prevention of the use of data processing systems by unauthorized persons

Measures	Description	Suitability

Individual log-in and log-in Protocol.	Access to the system or company network requires a distinct login, where each session is logged with username and password details. Additionally, user profiles are created to assign specific user rights, ensuring appropriate access levels are maintained.	Our password policy enforces minimum requirements, including a specified number of characters, to enhance security. Access to data processing systems is controlled through individual log-ins, enabling traceability of user actions. This capability not only helps in retrospectively identifying unauthorized access but also proactively serves as a deterrent.
Software Firewall.	A state-of-the-art firewall is enabled by default and is kept up to date.	Our software is consistently maintained at industry-leading standards through regular updates. These updates ensure that our systems align with the latest technological advancements and security protocols.
external audits for security controls?		Regular security audits take place for our infrastructure configuration which includes also our public cloud providers in the AWS cloud and MongoDB Atlas. This security audit covers the user, network config, access control config audits, these audits are performed quarterly by the platform team, vulnerability and security scans also are being performed regularly, adding to this PenTesting on the Infrastructure Level is being conducted twice per year Beside this all also we are running through the ISO internal/external audit checkpoints.

2.3 Data medium control

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

Measures	Description	Suitability
Authorization and Access concept.	Due to the authorization concept, only authorized persons have the possibility to process personal data.	By restricting access rights, the risk of unauthorized data access is significantly reduced. Our information security practices are grounded in the principles of the ISO 27001 framework, which guides our efforts to protect customer information and ensure the confidentiality, integrity, availability, and privacy of sensitive data. We meticulously categorize and manage assets, including information, applications, databases, cloud services, and personnel, using a robust asset tracking system. This comprehensive approach extends to integrating all relevant stakeholders within the Information Security Management System (ISMS), ensuring thorough security across all resources.

2.4 Memory Control

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

Measures	Description	Suitability
Authorization concept.	Due to the authorization concept, only authorized persons have the possibility to process personal data.	Our system utilizes distinct security groups, each with specific access levels defined on our Okta authorization server. Okta assigns an authentication token to users, embedding their group membership within this token. This process enables precise authorization checks to ensure users have appropriate access to resources based on their group assignments.

Access Control.	Comprehensive Policies Encompassing Risk Management, Access Control, and Data Protection.	Our robust risk management strategy systematically identifies, assesses, and prioritizes risks within business processes, systems, and networks. Through regular reviews and reporting to senior leadership, we ensure effective risk mitigation that aligns with our strategic objectives. Our security framework, encompassing access control, cryptography, asset management, and data handling policies, is strictly enforced to protect sensitive information. These measures not only comply with legal and regulatory requirements but also demonstrate our dedication to upholding the highest standards of security for customer data and stakeholder interests.

2.5 User control

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

Measures	Description	Suitability
Firewall and VPN access. Admission only from identified devices	Sealing off the system against access by unauthorized persons	The selected technical solution adheres to contemporary industry standards and receives regular updates to maintain its effectiveness and security compliance.

2.6 Access control

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

Measures	Description	Suitability
Authorization concept.	Due to the authorization concept, only authorized persons have the possibility to process personal data.	Our system facilitates SSO using Google and Microsoft as identity providers, enabling user sign-in with credentials (username and password) via the OAuth2 protocol. Our resource server, Okta, acts as the identity provider. Upon submitting credentials through our client application, the user requests an authorization grant from Okta. If authenticated, Okta issues a JWT token containing user information. This token is then used to verify whether the user has the necessary access rights to the requested resources.

2.7 Transmission and Transport 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.

Measures	Description	Suitability
Encryption and securing the data storage and transmissions.	Measures to ensure that personal data cannot be read, copied, altered or removed by. unauthorized persons during transmission.	All cryptographic procedures—including encryption, signature, and hash algorithms, as well as protocols and applications—are implemented according to state-of-the-art security standards to meet the specific requirements of their application fields. Data at rest and database backups are securely encrypted using KMS Key solutions. Additionally, database access is managed through Hashicorp Vault, employing the principle of least privilege to ensure secure access control. Furthermore, all data transmissions are

		secured using SSL protocols and verified through secure signed digital certificates.

2.8 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
Functional and Audit Logs are being collected and stored in a centralized.	Ensuring retrospective verification of personal data entries, modifications, or deletions within data processing systems, including the identification of responsible individuals.	Logging and auditing capabilities are integrated into our system functions to monitor access to information effectively. We deploy various technologies to facilitate comprehensive log collection and analysis. A side-car log collector is implemented to aggregate system logs, which are then centralized in AWS CloudWatch and Grafana for analysis. Additionally, AWS OpenSearch is employed to manage audit logs of the application. All activities at the application and network levels are rigorously monitored and logged, with access to these logs strictly limited to authorized security personnel within WorkMotion.

2.9 Data integrity

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

Measures	Description	Suitability
Traceability of entries, changes and deletions.	File system captures changes.	Data integrity is a critical component of our Information Security Objectives. We have implemented controls to guard against unauthorized changes or manipulations. These controls include comprehensive document management, version control systems, regular audits, and the application of cryptographic technologies. These measures are designed to maintain the accuracy, consistency, and trustworthiness of your data, effectively reducing the risk of tampering and ensuring the reliability and authenticity of the information stored.

2.10 Order control

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

Measures	Description	Suitability
AV agreements according to DSGVO.	Selection of service providers that implement requirements.	We carefully select service providers who demonstrate full compliance with GDPR requirements, particularly the obligations outlined in Article 32. This ensures all partners uphold the same high standards of data protection that we commit to.

3. Availability

Ensure that personal data is protected against destruction or loss.

Measures	Description	Suitability

Data backup.	Regular backups.	WorkMotion is dedicated to ensuring continuous access to your data, recognizing the critical importance of uninterrupted information availability. Our comprehensive policies include robust disaster recovery plans and business continuity strategies, reinforced by strict access controls, to safeguard your data under all circumstances.

4. Recoverability

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

Measures	Description	Suitability
Data backup.	Creating backups.	Data is systematically classified, safeguarded, retained, and disposed of in strict compliance with legal mandates and the specific needs of the business, adhering to GDPR standards. We maintain rigorous confidentiality protocols and restrict access to sensitive data, ensuring only authorized personnel can interact with or manage this information.

5. Separability

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

Measures	Description	Suitability
Separate storage of personal data for different purposes.	Separating the environments with different purposes and the application layers.	An environment management policy is rigorously enforced to maintain data segregation. This includes: Hierarchical Environment Segregation: Lower-level environments are distinctly separated from higher-level environments, with each environment hosted in its own dedicated AWS account to prevent cross-environment access and data leakage. Layered Application Architecture: The application front-end is isolated from the logic and database layers. This separation is achieved through the use of dedicated Virtual Private Clouds (VPCs) for each layer, enhancing security and reducing the risk of unauthorized data access. Network Segmentation: Firewalls are strategically deployed between subnets to further secure data and limit interactions across different parts of the network, ensuring that only authorized operations occur within each segment."

6. Review and evaluation

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

Measures	Description	Suitability
Testing and Documentation.	TOMs are assessed and evaluated on a quarterly basis. The completion is documented and presented to the management.	A quarterly audit schedule is determined to be appropriate and sufficient to mitigate the identified risks.

Status: January 2025

TERMS AND CONDITIONS
- Contractor Management -

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), Germany 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 "Contractors" via our website 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 seeking to engage independent contractors (**"Contractors"**) for freelance services in specific countries ("**Destination Country**" and collectively "**Destination Countries**"), in the context of the fulfillment of certain business responsibilities of the Client.

1.2 WorkMotion, as a platform provider, offers its services to the Client primarily to facilitate certain services for the Client regarding the engagement and management of Contractors. Services provided include but are not limited to onboarding support, contract management tools, invoicing facilitation, and access to payment processing services through a third-party provider. WorkMotion's role is limited to providing access to its platform and related functionalities, allowing the Client to independently manage their interactions with Contractors. All agreements are directly between these parties, and WorkMotion does not oversee, monitor, or enforce the terms of any engagements. WorkMotion's platform tools and functionalities are intended to assist the Client and Contractors in managing their contractual engagements independently.

1.3 WorkMotion acts as an intermediary, facilitating the connection between the Client and a licensed payment service provider (hereinafter **"Payment Service Provider"**). WorkMotion shall refer the Client to the Payment Service Provider, enabling the use of the Payment Service Provider's payment services (hereinafter **"Payment Services"**). WorkMotion assists in the transmission of payment instructions from the Client to the Payment Service Provider and provides support by acting as the intermediary in addressing any issues that arise with the Payment Services.

2 Obligations of WorkMotion

2.1 **WorkMotion's Services**

Provided that WorkMotion and the Client agreed on the pricing and fees as described under Section 4 below, WorkMotion shall provide the following services to the Client (the "**WM Services**"):

- WorkMotion will provide the Client with an account on the Platform where the Client can manage their relationship with the Contractor.

- WorkMotion shall facilitate the collection of information from Contractors by inviting them to join the Platform on behalf of the Client. This invitation will enable Contractors to create their own accounts on the Platform.

- WorkMotion shall provide the Client with access to the so called "Misclassification Tool" on the Platform. This tool is designed to assist the Client in assessing the risk of misclassifying the nature of its relationship with the Contractor. It serves to support the Client's decision-making by helping to identify when a relationship might erroneously appear as that of an independent freelancer when, in reality, it may legally constitute an employment relationship.

- WorkMotion provides the Client with the option to either collaboratively generate a contractor agreement with Contractors using the Platform's tools or upload their own contractor agreements. All agreements, whether generated on the Platform or uploaded by the Client, will be collectively referred to as the 'Contract.' While WorkMotion facilitates the creation and uploading of these Contracts, it does not verify their legal adequacy against jurisdictional requirements of the Contractor's location or any industry-specific or professional regulatory standards. Consequently, it is the Client's responsibility to ensure that the Contract complies with all applicable legal standards. The templates provided by WorkMotion are intended only as a baseline and should be customized as necessary to meet specific legal requirements

- WorkMotion provides a platform feature that allows Contractors to generate or upload invoices (**"Contractor Invoice"**) directly to Clients. Contractor Invoices, whether created on the platform or uploaded, are made accessible to the Client through the Platform. WorkMotion explicitly disclaims any liability for compliance of the Contractor Invoices with any local regulatory or industry-specific, or professional regulatory requirements. This includes, but is not limited to, local tax laws and other regulatory requirements. It is the sole responsibility of the Client and/or the Contractor to ensure that all invoicing and tax obligations are met and that invoices are submitted to the relevant local authorities, professional bodies, or agencies as required.

- WorkMotion shall provide, via the Platform, access to a designated payment method, as described under Section 2.3 to be used by the Client for settling invoices issued by the Contractor.

- In its role as an intermediary, WorkMotion is obligated to receive all instructions from the Client regarding the Payment Services, including but not limited to payment instructions and promptly relay them to the Payment Service Provider. Following the relay of payment instructions, WorkMotion will provide support as the first point of contact for any issues that arise with the Payment Services. WorkMotion will make every effort to offer timely support and effectively address and resolve any client concerns, ensuring all matters are communicated to the Payment Service Provider for swift resolution.

2.2 **Additional WM Services**

Any services by WorkMotion which are not expressly itemized in the preceding Section 2.1 are hereinafter referred to as "**Additional WM Services**". Any such Additional WM Services may be provided either upon Client's request, or as a standardized service by default, and may vary in scope and nature and/or from Destination Country to Destination Country. Wherever such Additional WM Services are optional, the provision of such optional Additional WM Services by WorkMotion shall be subject to Client's prior request, be it via the use of a certain feature on the Platform, or by email, or otherwise. Additional WM Services may be subject to additional fees as set forth in more detail in the relevant Fee section following hereinbelow.

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 Payment Service Provider Payment Services

- WorkMotion shall provide, via the Platform, access to a designated payment method, to be used exclusively for settling invoices issued by the Contractor. The actual Payment Services will be provided by the Payment Service Provider. While WorkMotion is responsible for providing access to these Payment Services and transmitting the Client's instructions to the Payment Service Provider, it does not provide any financial services such as banking, deposit taking, stored value, insurance, or any other financial services and therefore does not assume any liability for the operation and functionality of the Payment Service. The Payment Service Provider is not a subcontractor of WorkMotion; instead, the Client needs to enter into an independent contract directly with the Payment Service Provider. Payment methods and currencies depend on the Client's location and may vary. WorkMotion does not guarantee the availability of the Payment Service or any specific payment method or currency.

- In order to enter into the contract with the Payment Service Provider and to employ the Payment Services the Client will be prompted to accept the Payment Service Provider's terms and conditions (**"Payment Service Provider Terms and Conditions"**)WorkMotion makes no representations beyond those stated in the Payment Service Provider Terms and Conditions.

4 Obligations of the Client

4.1 The Client shall use the account created on the Platform to manage their engagements with Contractors.

4.2 Prior to using WorkMotion's Services with respect to a specific Contractor in a Destination Country, the Client shall specify the particulars in relation to the Contractor, including but not limited to, the name, email and address of the Contractor, the Contractor's role, expertise, job title, 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 Contractor on the 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.

4.3 The Client is solely responsible in all cases for identifying and recruiting its Contractor(s) and - if applicable - for vetting, approving, and verifying the Contractor(s)' qualifications, including but not limited to confirming whether the Contractor is subject to a prior restrictive covenant and maintains the licenses required for the services to be performed.

4.4 The Client bears full responsibility for and is in sole control of the Contractor(s)' assignments and all service-related issues. WorkMotion is not involved in or responsible for any aspects of the Client's management of Contractor assignments, including but not limited to the determination of service quality, compensation, termination or other terms and conditions agreed upon by the Client and Contractor. WorkMotion explicitly disclaims any liability for the payments to Contractors. All financial obligations to Contractors shall be fulfilled exclusively by the Client.

4.5 In order to be able to pay its Contactor(s) for their services, the Client shall instruct its Contractor(s) to upload the Contractor(s) Invoices to the Platform via the respective function provided by WorkMotion. Invoices not uploaded by the Contractor to the Platform in this manner will not be processed.

4.6 By using the Payment Services and providing payment information to WorkMotion and to the Payment Service Provider, the Client represents and warrants that the Client is the owner or authorized representative of the owner of the bank account or payment method account the Client uses to send or receive payments. The Client further warrants that they are legally authorized to send or receive payments using such accounts. In addition, the Client is solely responsible for the accuracy and completeness of payment instructions provided to WorkMotion. The Client agrees to provide precise and correct payment details and ensure that all instructions relayed to WorkMotion are complete and accurate. WorkMotion relies on the information provided by the Client and will not be responsible for any errors in payment instructions due to inaccuracies or omissions in the information the Client submits. The Client agrees to indemnify and hold harmless WorkMotion from any losses, liabilities, costs, or damages resulting from incorrect or incomplete information provided by the Client in relation to payment services.

4.7 The Client is required to promptly report any complaints regarding services provided by the Payment Service Provider to WorkMotion. The Client authorizes WorkMotion to obtain and share the Client's personal and financial information with the Payment Service Provider as necessary for the provision of payment services.

4.8 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.

4.9 Client is aware that in case of continued or repeated breach of Client's obligations under this Agreement and particularly of Client's payment obligations pursuant to the following section, WorkMotion reserves the right to take appropriate restrictive measures on the Platform at WorkMotion's own sole and unfettered discretion, including but not limited to placing warning banners in the Client's account, and/or restricting the Client's Contractors' access to certain features on the Platform, to their accounts, or to the Platform in general, be it in whole or in part, temporarily or permanently. WorkMotion commits to lift the relevant restrictive measure as and when the Client has demonstrably stopped and (if applicable) cured the relevant breach or violation.

5 Fees

5.1 **Fee Schedule:** The applicable fee schedule, which includes all fees listed hereunder (the **"Fee Schedule"**), will be displayed on the Platform for the Client's reference. The Client is aware that the Fee Schedule is subject to amendments pursuant to Section 5.5 below or 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.

5.2 **Monthly Service Fee**: The Client shall pay to WorkMotion for each Contractor a monthly fee for the WM Services (the "**Monthly Service Fee**") as well as other service fees further described in the Fee Schedule (together the " **Service Fees**"). The Monthly Service Fee for each Contractor shall be itemized on WorkMotion's Platform. The Monthly Service Fee becomes due for months in which the Contractor actively works or provides services to the Client. The fee is due in full, regardless of the number of days worked within the month—whether the Contractor begins mid-month or works just a single day, the full monthly fee applies.

5.3 **Other Fees**: The Client shall be solely responsible for any and all costs, expenses, fees, taxes, and charges arising from (i) any optional Additional WM Services the provision of which has been requested by the Client in relation to the Contractor(s) in the respective Destination Country, and (ii) Additional WM Services provided by WorkMotion. WorkMotion reserves the right to charge fees back to the Client to cover costs incurred from processing the Client's payment instructions, including any related service adjustments or errors in instruction handling. All such fees will be billed to the Client's account and must be paid in accordance with the terms set forth in these Terms & Conditions. These fees will not be refunded in case the Additional WM Services become frustrated through no fault of WorkMotion.

5.4 **Taxes**: Unless otherwise stated, the fees set forth above are expressed in the net amount and do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). The Client acknowledges and agrees to pay all Taxes in connection with the Client's use of the WM Services and the Platform. For the avoidance of doubt, WorkMotion shall remain solely responsible for any taxes accessible against WorkMotion based on WorkMotion's business.

5.5 **Adjustments:** If costs of WorkMotion in relation to providing the Services increase during the term of these Terms & Conditions, WorkMotion has the right to adjust the relevant items in the Fee Schedule and notify the Client accordingly.

6 Payment Modalities

6.1 WorkMotion will issue a monthly invoice to the Client for the Service Fees.

6.2 **Method of payment**: The Client agrees to make any payment to WorkMotion *(i)* (A) by wire transfer to the bank account specified in WorkMotion's respective invoice clearly attributable to the Client using the correct reference number or other identifier itemized in WorkMotion's respective invoice or (B) any other form as made available by Workmotion at its sole discretion; *(ii)* in the same currency as stated on WorkMotion's invoice.

6.3 **Late payment**: The Client acknowledges and agrees that WorkMotion is entitled to levy *(i)* interest on late payment (*Verzugszinsen*), *(ii)* a flat fee on late payment (*Verzugspauschale*) and/or *(iii)* any other late payment related damages, costs and expenses (*Verzugsschäden*) that WorkMotion may each be entitled to claim in accordance with applicable law.In case Client does not specify the relevant invoice(s) in the reference field of its bank transfer to WorkMotion and such default requires WorkMotion to make time-consuming investigations into the correct allocation of the payment, and/or to clarify the whereabouts and proper allocation of the payment with the Client, it is acknowledged and agreed that WorkMotion may add such reasonably invested additional time to the overall ccalculation of interest.

6.4 **Order of payment**: If the payments made by the Client to WorkMotion are not sufficient to pay all outstanding amounts, WorkMotion may, at its absolute discretion, determine which outstanding amounts shall be deemed to be paid by the Client.

6.5 **Overpayment**: In the unlikely event that Client should have overpaid any amounts to WorkMotion, Client agrees that any such overpayment shall not entitle the Client to withhold payment of any other invoices or payment requests issued by WorkMotion, nor to deduct or set off any amounts therefrom. Instead, WorkMotion will at its absolute discretion, resolve the matter in good faith as soon as possible and inform the Client accordingly without delay.

6.6 **Delivery of payment requests/invoices**: The Client acknowledges and agrees that WorkMotion will issue the payment request and invoices by way of uploading them to the Platform. For the avoidance of doubt, therefore, the payment requests and invoices shall be deemed to be delivered to and duly received by the Client upon making them available to the Client on the Platform.

6.7 **Due dates:** All payment requests and invoices shall become due for payment within ten (10) days from the date of the respective invoice and/or payment request, unless expressly agreed otherwise to by the Parties and documented as such on the Platform. The Client agrees to refrain from disputing and/or withholding timely payment of any invoice and/or payment request as such, be it in whole or in part, and/or the fact that it becomes due for payment within ten (10) days (unless expressly agreed otherwise). Any disputes regarding the amount of the invoice and/or payment request shall be resolved as soon as possible and may be corrected by means of a credit note or otherwise.

6.8 **Credit notes:** WorkMotion may, at its absolute discretion, set off any or all of the credit notes issued in order to settle any and all outstanding (i) invoices issued by WorkMotion for the provision of its Services and/or (ii) outstanding claims pursuant to Section 7.7, each (i)-(ii) in relation to any or all of the Talent(s) of the Client, and will inform the Client accordingly without delay.

7 Limitation of liability

7.1 WorkMotion does not assume any liability for identifying, recruiting, or determining the suitability of the Client's Contractors; this responsibility rests solely with the Client. WorkMotion is not involved in the selection process, nor does it evaluate the qualifications or the fitness of the Contractors for the Client's purposes. WorkMotion does not assume liability for any issues related to the relationship between the Client and the Contractor. This includes, but is not limited to, the Client's or Contractor's compliance with legal, tax, or regulatory obligations, as well as the quality and timeliness of services provided by Contractors, or the timely payment of invoices issued by Contractors.Furthermore, WorkMotion does

not undertake any credit risk associated with the transactions between Contractor and Client. All financial transactions and contractual relationships formed through the use of the WorkMotion platform are the sole responsibility of the Client and the Contractor.

7.2 WorkMotion expressly disclaims any responsibility for the legal adequacy, including but not limited to jurisdictional, industry-specific, or professional regulatory requirements of the "Contracts". The Client is solely responsible for ensuring that the Contract meets all applicable legal standards and for making any necessary adjustments to comply with specific legal requirements.

7.3 WorkMotion explicitly disclaims any liability for the compliance of Contractor Invoices with local, industry-specific, or professional regulatory requirements, including tax laws. The Client and Contractor are solely responsible for ensuring that all invoicing and tax obligations are met and properly submitted to the relevant authorities. WorkMotion is not responsible for the submission or filing of taxes on behalf of the Client or Contractor.

7.4 WorkMotion's role in facilitating Payment Services is strictly limited to acting as an intermediary by accurately relaying payment instructions from the Client to the Payment Service Provider. WorkMotion is not a financial institution and does not engage in banking, deposit taking, stored value, insurance, or any other financial services. Therefore, WorkMotion does not assume liability for the operation, functionality, or availability of the Payment Services provided by the Payment Service Provider. While WorkMotion will make every reasonable effort to ensure the accurate transmission of payment instructions, it does not guarantee their execution, as the actual processing of these instructions is the primary responsibility of the Payment Service Provider. The Client acknowledges that any issues related to the execution of payment instructions, including but not limited to delays, non-execution, or errors in processing, fall under the direct control of the Payment Service Provider. Consequently, any liability arising from such payment service issues shall be governed by the Client's direct agreement with the Payment Service Provider. WorkMotion shall not be liable for any losses, damages, or issues arising from the use of these third-party payment services. Furthermore, WorkMotion is not a party to any disputes related to payments and will not intervene in disputes concerning payment services provided by third parties. The use of any payment method by the Client is subject to the terms of their agreement with the Payment Service Provider.

7.5 WorkMotion is not liable for any taxes that may be owed by the Client or the Contractor arising from payments made for services rendered. It is the sole responsibility of the Client and the Contractor to comply with all applicable tax laws and regulations.

7.6 WorkMotion provides the Misclassification Tool as a convenience only, to assist the Client in evaluating potential misclassification risks associated with their relationship with the Contractor. The tool is intended for informational purposes only and should not be considered as definitive legal advice. The Client acknowledges and agrees that the use of the Misclassification Tool is at their own risk and that they are solely responsible for any decisions regarding the classification of Contractors. WorkMotion expressly disclaims any liability for errors in classification resulting from the use of this tool, and the Client agrees to indemnify and hold harmless WorkMotion from any damages, penalties, or liabilities incurred as a result of misclassifying a Contractor as an independent freelancer when they are, in fact, an employee.

7.7 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 einschließlich Nebenleistungspflichten*), 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.

7.8 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

9.1 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.

9.2 In its role as an intermediary, WorkMotion will collect, store, and transmit payment data to the Payment Service Provider as necessary to facilitate the execution of payment instructions specified by the Client. In addition and to protect against money laundering, terrorist financing, fraud, unauthorized transactions, or as required by applicable laws, WorkMotion will collect, store, and analyze User payment information. For more information on how WorkMotion uses payment information, the Client and Contractor may access our Privacy Policy.

10 Term and termination

10.1 The Parties' cooperation under these Terms & Conditions comes into effect upon acceptance of these Terms & Conditions by the Client and shall remain in force until (i) effectively terminated or (ii) the Client has no longer engaged at least one Contractor via the Platform for a continuous period of 3 months (whichever is earlier).

10.2 Either Party may terminate this agreement under these Terms & Conditions by providing the other Party with two (2) months' notice, with termination becoming effective on the last day of the second month following the month in which notice is given. The statutory right to an extraordinary termination for cause with immediate effect remains unaffected.

10.3 Upon the termination of this agreement becoming effective, WorkMotion will immediately discontinue providing access to the Payment Services on the Platform. The Client acknowledges this cessation and must arrange alternative payment solutions accordingly.

11 Non-Circumvention: WorkMotion provides a specialized platform designed to facilitate the engagement, management, and payment processes between the Client and Contractors. To maintain the integrity and purpose of our services, the Client agrees not to engage in any direct business transactions independent of the WorkMotion platform for the duration of their use of the platform and for at least 12 months following the termination of these Terms and Conditions. This includes direct hiring, contracting, or payments outside of the WorkMotion platform. However, recognizing that unique circumstances may arise, Clients wishing to make alternative payment arrangements must seek and obtain express written permission from WorkMotion prior to proceeding. WorkMotion will consider such requests and may grant permission at its reasonable discretion. Any arrangements or contracts made directly between the Client and any Contractor introduced through WorkMotion without such authorized exception are prohibited during this period. Violation of this non-circumvention agreement may result in immediate termination of the Client's and Contractor's access to the platform and may also lead to legal action to recover lost fees or damages.

12 Representations

12.1 Each Party represents and warrants that it and its related entities—including parents, subsidiaries, affiliates, shareholders, directors, officers, employees, successors, and assigns—are not under any sanctions or designated on any restricted parties lists maintained by international bodies or nations such as the United Nations, European Union, United Kingdom, or United States.

12.2 Neither Party will engage, directly or indirectly, in any practices of offering or transferring anything of value to government officials, political parties, or any individuals associated with them, with the intent to influence decision-making processes or gain improper advantages in violation of anti-corruption laws.

12.3 Each Party agrees to provide the other with all necessary information for compliance screenings related to anti-money laundering, sanctions, and other regulatory requirements. This information must be truthful, complete, and current. Each Party also commits to promptly inform the other of any changes that might render the provided information inaccurate or misleading.

13 Indemnification

The Client agrees to indemnify and hold WorkMotion and its parents, subsidiaries, affiliates, and their respective officers, agents, directors, and employees harmless from and against any claims, actions, or proceedings of any kind by Contractors or any third party, and any losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to, but not limited to: (i) business taxes such as CIT, VAT, sales tax, or other applicable taxes arising from the Client's business operations in the destination country; (ii) any required contributions or fees due to direct engagements or contracts made with the Contractor; (iii) allegations of unfair contractual terms, discriminatory practices, or other wrongful acts by the Client towards the Contractor; (iv) costs associated with the termination or modification of Contractor agreements at the Client's initiative; (v) any Contractor engagements or terminations conducted upon the Client's request; (vi) the Client's negligence, willful misconduct, or breach of any provision of these Terms & Conditions; (vii) any failure by the Client to comply with local contract, tax, and regulatory laws in the jurisdiction where the Contractor operates.

14 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.

15 Final provisions

15.1 Either Party may assign any rights and obligations under these Terms & Conditions to its affiliated entities according to Section 15 et sqq. of the German Stock Corporation Act (*Aktiengesetz*) and any third parties, it being understood and agreed that both Parties shall promptly inform and closely consult with each other at the earliest possible point in time at which one Party starts contemplating said assignment to its affiliated entities and third parties.

15.2 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.

15.3 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 supersede all prior agreements, negotiations, representations, and discussions, written or oral, express or implied, between the Parties in relation thereto.

15.4 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.

15.5 The Parties' cooperation under these Terms & Conditions including any of the Client's individual orders and requests hereunder, be it via the existing technological features and processes implemented in the Platform or otherwise (e.g. via email), including but not limited to the request to onboard a Contractor, offboard a Contractor, 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 and the relevant court of Cologne, Germany, shall enjoy an additional jurisdiction for all payment claims resulting from or in connection with these Terms & Conditions.

15.6 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.

15.7 Any communications made between WorkMotion and the Client under and in connection with the Parties' cooperation under these Terms & Conditions can be made by electronic mail or other electronic means to the extent that both Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication.

15.8 WorkMotion shall notify the Client via e-mail and/or the Platform regarding any amendments of these Terms & Conditions, which become effective only upon consent by the Client. To the extent such consent has not already been obtained by WorkMotion via e-mail and/or the Platform, the Client shall be deemed to have given its consent if the Client does not contest the amendments by e-mail within a month after receiving the abovementioned notice.

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Standard contractual clauses (DPA)

SECTION I

Clause 1 - Purpose and scope

a) The purpose of these Standard Contractual Clauses (the Clauses) is to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 of the European Parliament and of the Council 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)

b) The controllers and processors listed in Annex I have agreed to these Clauses in order to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 and/or Article 29(3) and (4) of Regulation (EU) 2018/1725.

c) These Clauses apply to the processing of personal data as specified in Annex II. d) Annexes I to IV are an integral part of the

Clauses.

e) These Clauses are without prejudice to obligations to which the controller is subject by virtue of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

f) These Clauses do not by themselves ensure compliance with obligations related to international transfers in accordance with Chapter V of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

Clause 2 - Invariability of the Clauses

a) The Parties undertake not to modify the Clauses, except for adding information to the Annexes or updating information in them.

b) This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict the Clauses or detract from the fundamental rights or freedoms of data subjects.

Clause 3 - Interpretation

a) Where these Clauses use the terms defined in Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively, those terms shall have the same meaning as in that Regulation.

b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively.

c) These Clauses shall not be interpreted in a way that runs counter to the rights and obligations provided for in Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or in a way that prejudices the fundamental rights or freedoms of the data subjects.

Clause 4 - Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties existing at the time when these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 5 - Docking Clause - Optional

(not applicable)

SECTION II OBLIGATIONS OF THE PARTIES

Clause 6 - Description of processing(s)

The details of the processing operations, in particular the categories of personal data and the purposes of processing for which the personal data is processed on behalf of the controller, are specified in Annex II.

Clause7 - Obligations of the Parties

7.1 Instructions

a) The processor shall process personal data only on documented instructions from the controller, unless required to do so by Union or Member State law to which the processor is subject. In this case, the processor shall inform the controller of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the controller throughout the duration of the processing of personal data. These instructions shall always be documented.

b) The processor shall immediately inform the controller if, in the processor's opinion, instructions given by the controller infringe Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or the applicable Union or Member State data protection provisions.

7.2Purpose limitation

The processor shall process the personal data only for the specific purpose(s) of the processing, as set out in Annex II, unless it receives further instructions from the controller.

7.3 Duration of the processing of personal data

Processing by the processor shall only take place for the duration specified in Annex II.

7.4. Security of processing

a) The processor shall at least implement the technical and organisational measures specified in Annex III to ensure the security of the personal data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data (personal data breach). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects.

b) The processor shall grant access to the personal data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the contract. The processor shall ensure that persons authorised to process the personal data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7.5 Sensitive data

If the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("sensitive data"), the processor shall apply specific restrictions and/or additional safeguards.

7.6 Documentation and compliance

a) The Parties shall be able to demonstrate compliance with these Clauses.

b) The processor shall deal promptly and adequately with inquiries from the controller about the processing of data in accordance with these Clauses.

c) The processor shall make available to the controller all information necessary to demonstrate compliance with the obligations that are set out in these Clauses and stem directly from Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725. At the controller's request, the processor shall also permit and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the controller may take into account relevant certifications held by the processor.

d) The controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the processor and shall, where appropriate, be carried out with reasonable notice.

a) The Parties shall make the information referred to in this Clause, including the results of any audits, available to the competent supervisory authority/ies on request.

7.7. Use of sub-processors

a) The processor has the controller's general authorisation for the engagement of sub processors from an agreed list. The processor shall specifically inform in writing the controller of any intended changes of that list through the addition or replacement of sub-processors at least 3 weeks in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the concerned sub-processor(s). The processor shall provide the controller with the information necessary to enable the controller to exercise the right to object.

b) Where the processor engages a sub-processor for carrying out specific processing activities (on behalf of the controller), it shall do so by way of a contract which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on the data processor in accordance with these Clauses. The processor shall ensure that the sub

processor complies with the obligations to which the processor is subject pursuant to these Clauses and to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

c) At the controller's request, the processor shall provide a copy of such a sub-processor agreement and any subsequent amendments to the controller. To the extent necessary to protect business secret or other confidential information, including personal data, the processor may redact the text of the agreement prior to sharing the copy.

d) The processor shall remain fully responsible to the controller for the performance of the sub-processor's obligations in accordance with its contract with the processor. The processor shall notify the controller of any failure by the sub-processor to fulfil its contractual obligations.

e) The processor shall agree a third party beneficiary clause with the sub-processor whereby - in the event the processor has factually disappeared, ceased to exist in law or has become insolvent - the controller shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

7.8 International transfers

a) Any transfer of data to a third country or an international organisation by the processor shall be done only on the basis of documented instructions from the controller or in order to fulfil a specific requirement under Union or Member State law to which the processor is subject and shall take place in compliance with Chapter V of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725.

b) The controller agrees that where the processor engages a sub-processor in accordance with Clause 7.7. for carrying out specific processing activities (on behalf of the controller) and those processing activities involve a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, the processor and the sub-processor can ensure compliance with Chapter V of Regulation (EU) 2016/679 by using standard contractual clauses adopted by the Commission in accordance with of Article 46(2) of Regulation (EU) 2016/679, provided the conditions for the use of those standard contractual clauses are met.

Clause 8 - Assistance to the controller

a) The processor shall promptly notify the controller of any request it has received from the data subject. It shall not respond to the request itself, unless authorised to do so by the controller.

b) The processor shall assist the controller in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations in accordance with (a) and (b), the processor shall comply with the controller's instructions

c) In addition to the processor's obligation to assist the controller pursuant to Clause 8(b), the processor shall furthermore assist the controller in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the processor:

1) the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a 'data protection impact assessment') where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;

2) the obligation to consult the competent supervisory authority/ies prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the controller to mitigate the risk;

3) the obligation to ensure that personal data is accurate and up to date, by informing the controller without delay if the processor becomes aware that the personal data it is processing is inaccurate or has become outdated;

4) the obligations in Article 32 of Regulation (EU) 2016/67.

d) The Parties shall set out in Annex III the appropriate technical and organisational measures by which the processor is required to assist the controller in the application of this Clause as well as the scope and the extent of the assistance required.

Clause 9 - Notification of personal data breach

In the event of a personal data breach, the processor shall cooperate with and assist the controller for the controller to comply with its obligations under Articles 33 and 34 of Regulation (EU) 2016/679 or under Articles 34 and 35 of Regulation (EU) 2018/1725, where applicable, taking into account the nature of processing and the information available to the processor.

9.1 Data breach concerning data processed by the controller

In the event of a personal data breach concerning data processed by the controller, the processor shall assist the controller:

a) in notifying the personal data breach to the competent supervisory authority/ies, without undue delay after the controller has become aware of it, where relevant/(unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons);

b) in obtaining the following information which, pursuant to Article 33(3) of Regulation (EU) 2016/679, shall be stated in the controller's notification, and must at least include:

1) the nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;

2) the likely consequences of the personal data breach;

3) the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

c) in complying, pursuant to Article 34 of Regulation (EU) 2016/679, with the obligation to communicate without undue delay the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.

9.2 Data breach concerning data processed by the processor

In the event of a personal data breach concerning data processed by the processor, the processor shall notify the controller without undue delay after the processor having become aware of the breach. Such notification shall contain, at least:

a) a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);

b) the details of a contact point where more information concerning the personal data breach can be obtained;

c) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

The Parties shall set out in Annex III all other elements to be provided by the processor when assisting the controller in the compliance with the controller's obligations under Articles 33 and 34 of Regulation (EU) 2016/679.

SECTION III FINAL PROVISIONS

Clause 10 - Non-compliance with the Clauses and termination

a) Without prejudice to any provisions of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725, in the event that the processor is in breach of its obligations under these Clauses, the controller may instruct the processor to suspend the processing of personal data until the latter complies with these Clauses or the contract is terminated. The processor shall promptly inform the controller in case it is unable to comply with these Clauses, for whatever reason.

a) The controller shall be entitled to terminate the contract insofar as it concerns processing of personal data in accordance with these Clauses if:

1) the processing of personal data by the processor has been suspended by the controller pursuant to point (a) and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension;

2) the processor is in substantial or persistent breach of these Clauses or its obligations under Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725;

3) the processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these Clauses or to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

c) The processor shall be entitled to terminate the contract insofar as it concerns processing of personal data under these Clauses where, after having informed the controller that its instructions infringe applicable legal requirements in accordance with Clause 7.1 (b), the controller insists on compliance with the instructions.

d) Following termination of the contract, the processor shall, at the choice of the controller, delete all personal data processed on behalf of the controller and certify to the controller that it has done so, or, return all the personal data to the controller and delete existing copies unless Union or Member State law requires storage of the personal data. Until the data is deleted or returned, the processor shall continue to ensure compliance with these Clauses.

ANNEX I List of parties

Controller(s):

Name: The Client

Processor(s):

Name: WorkMotion Software GmbH

Address: Richard-Ermisch-Str. 7, 10247 Berlin

Contact person's name, position and contact details: Dennis Rolf

ANNEX II Description of processing

Categories of data subjects whose personal data is processed

Customers und Points of contact, Contractors / Freelancers

Categories of personal data processed

Names, Address data, Identification number, Other personal identifiers, Communication data (e.g. telephone number, email address), Contract master data (contractual relationship, interest in perfomance of the contact), History, Contractual billing and payment data, Planning and controlling data, Social security data und Details on information (from third parties, e.g. credit agencies, public directories).

Sensitive data processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Nature of the processing

Collection, Recording, Organisation, Structuring, Storage, Adaption or alteration, Retrieval, Use, Disclosure by transmission, Alignment or combination und Restriction, erasure or destruction.

Purpose(s) for which the personal data is processed on behalf of the controller Facilitating Platform for

Contractor/Feelancer managment

Duration of the processing

For the Duration of the contract.

For processing by (sub-) processors, also specify subject matter, nature and duration of the processing

See above under Description pf processing.

ANNEX III Technical and organisational measures including technical and organisational measures to ensure the security of the data

Technical and organizational 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

Encryption of data records	Encryption.	Our comprehensive data security program safeguards our database instances by implementing stringent access controls and security groups, and deploying databases within a private network. We adhere to industry best practices by encrypting data at rest and database backups using KMS Key solutions. Additionally, database access is securely managed through Hashicorp Vault, applying the principle of least privilege.

2. Confidentiality and integrity

2.1. Access control

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

Measures	Description	Suitability
All personal data is stored in data centers of external service providers.	Least privilege principle.	We adhere to the ISO Access Control Policy Guidelines by applying the principle of least privilege when granting system access. Our entire infrastructure is hosted on the AWS public cloud, where granular access controls are rigorously implemented and managed by our platform team.

2.2. Access control

Prevention of the use of data processing systems by unauthorized persons

Measures	Description	Suitability
Individual log-in and log-in Protocol.	Access to the system or company network requires a distinct login, where each session is logged with username and password details. Additionally, user profiles are created to assign specific user rights, ensuring appropriate access levels are maintained.	Our password policy enforces minimum requirements, including a specified number of characters, to enhance security. Access to data processing systems is controlled through individual log-ins, enabling traceability of user actions. This capability not only helps in retrospectively identifying unauthorized access but also proactively serves as a deterrent.
Software Firewall.	A state-of-the-art firewall is enabled by default and is kept up to date.	Our software is consistently maintained at industry-leading standards through regular updates. These updates ensure that our systems align with the latest technological advancements and security protocols.
external audits for security controls?		Regular security audits take place for our infrastructure configuration which also includes our public cloud providers in the AWS cloud and MongoDB Atlas. This security audit covers the user, network config, access control config audits, these audits are performed quarterly by the platform team, vulnerability and security scans also are being performed regularly, adding to this PenTesting on the Infrastructure Level is being conducted twice per year Beside this all also we are running through the ISO internal/external audit checkpoints.

2.3. Data medium control

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

Measures	Description	Suitability

Authorization and Access concept.	Due to the authorization concept, only authorized persons have the possibility to process personal data.	By restricting access rights, the risk of unauthorized data access is significantly reduced. Our information security practices are grounded in the principles of the ISO 27001 framework, which guides our efforts to protect customer information and ensure the confidentiality, integrity, availability, and privacy of sensitive data. We meticulously categorize and manage assets, including information, applications, databases, cloud services, and personnel, using a robust asset tracking system. This comprehensive approach extends to integrating all relevant stakeholders within the Information Security Management System (ISMS), ensuring thorough security across all resources.

2.4. Memory Control

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

Measures	Description	Suitability
Authorization concept.	Due to the authorization concept, only authorized persons have the possibility to process personal data.	Our system utilizes distinct security groups, each with specific access levels defined on our Okta authorization server. Okta assigns an authentication token to users, embedding their group membership within this token. This process enables precise authorization checks to ensure users have appropriate access to resources based on their group assignments.
Access Control.	Comprehensive Policies Encompassing Risk Management, Access Control, and Data Protection.	Our robust risk management strategy systematically identifies, assesses, and prioritizes risks within business processes, systems, and networks. Through regular reviews and reporting to senior leadership, we ensure effective risk mitigation that aligns with our strategic objectives. Our security framework, encompassing access control, cryptography, asset management, and data handling policies, is strictly enforced to protect sensitive information. These measures not only comply with legal and regulatory requirements but also demonstrate our dedication to upholding the highest standards of security for customer data and stakeholder interests.

2.5. User control

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

Measures	Description	Suitability

Firewall and VPN access. Admission only from identified devices	Sealing off the system against access by unauthorized persons	The selected technical solution adheres to contemporary industry standards and receives regular updates to maintain its effectiveness and security compliance.

2.6. Access control

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

Measures	Description	Suitability
Authorization concept.	Due to the authorization concept, only authorized persons have the possibility to process personal data.	Our system facilitates SSO using Google and Microsoft as identity providers, enabling user sign-in with credentials (username and password) via the OAuth2 protocol. Our resource server, Okta, acts as the identity provider. Upon submitting credentials through our client application, the user requests an authorization grant from Okta. If authenticated, Okta issues a JWT token containing user information. This token is then used to verify whether the user has the necessary access rights to the requested resources.

2.7. Transmission and Transport 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.

Measures	Description	Suitability
Encryption and securing the data storage and transmissions.	Measures to ensure that personal data cannot be read, copied, altered or removed by. unauthorized persons during transmission.	All cryptographic procedures—including encryption, signature, and hash algorithms, as well as protocols and applications—are implemented according to state-of-the-art security standards to meet the specific requirements of their application fields. Data at rest and database backups are securely encrypted using KMS Key solutions. Additionally, database access is managed through Hashicorp Vault, employing the principle of least privilege to ensure secure access control. Furthermore, all data transmissions are secured using SSL protocols and verified through secure signed digital certificates.

2.8. 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
Functional and Audit Logs are being collected and stored in a centralized.	Ensuring retrospective verification of personal data entries, modifications, or deletions within data processing systems, including the identification of responsible individuals.	Logging and auditing capabilities are integrated into our system functions to monitor access to information effectively. We deploy various technologies to facilitate comprehensive log collection and analysis. A side-car log collector is implemented to aggregate system logs, which are then centralized in AWS CloudWatch and Grafana for analysis. Additionally, AWS OpenSearch is employed to manage audit logs of the application. All activities at the application and network levels are rigorously

		monitored and logged, with access to these logs strictly limited to authorized security personnel within WorkMotion.

2.9. Data integrity

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

Measures	Description	Suitability
Traceability of entries, changes and deletions.	File system captures changes.	Data integrity is a critical component of our Information Security Objectives. We have implemented controls to guard against unauthorized changes or manipulations. These controls include comprehensive document management, version control systems, regular audits, and the application of cryptographic technologies. These measures are designed to maintain the accuracy, consistency, and trustworthiness of your data, effectively reducing the risk of tampering and ensuring the reliability and authenticity of the information stored.

2.10. Order control

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

Measures	Description	Suitability
AV agreements according to DSGVO.	Selection of service providers that implement requirements.	We carefully select service providers who demonstrate full compliance with GDPR requirements, particularly the obligations outlined in Article 32. This ensures all partners uphold the same high standards of data protection that we commit to.

3. Availability

Ensure that personal data is protected against destruction or loss.

Measures	Description	Suitability
Data backup.	Regular backups.	WorkMotion is dedicated to ensuring continuous access to your data, recognizing the critical importance of uninterrupted information availability. Our comprehensive policies include robust disaster recovery plans and business continuity strategies, reinforced by strict access controls, to safeguard your data under all circumstances.

4. Recoverability

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

Measures	Description	Suitability

Data backup.	Creating backups.	Data is systematically classified, safeguarded, retained, and disposed of in strict compliance with legal mandates and the specific needs of the business, adhering to GDPR standards. We maintain rigorous confidentiality protocols and restrict access to sensitive data, ensuring only authorized personnel can interact with or manage this information.

5. Separability

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

Measures	Description	Suitability
Separate storage of personal data for different purposes.	Separating the environments with different purposes and the application layers.	An environment management policy is rigorously enforced to maintain data segregation. This includes: Hierarchical Environment Segregation: Lower-level environments are distinctly separated from higher-level environments, with each environment hosted in its own dedicated AWS account to prevent cross-environment access and data leakage. Layered Application Architecture: The application front-end is isolated from the logic and database layers. This separation is achieved through the use of dedicated Virtual Private Clouds (VPCs) for each layer, enhancing security and reducing the risk of unauthorized data access. Network Segmentation: Firewalls are strategically deployed between subnets to further secure data and limit interactions across different parts of the network, ensuring that only authorized operations occur within each segment."

6. Review and evaluation

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

Measures	Description	Suitability
Testing and Documentation.	TOMs are assessed and evaluated on a quarterly basis. The completion is documented and presented to the management.	A quarterly audit schedule is determined to be appropriate and sufficient to mitigate the identified risks.

Status: January 2025

ANNEX IV List of sub-processors

Amazon Web Services, Inc. (AWS)	410 Terry Ave North, Seattle, WA 98109, USA	https://aws.amazon.com/
LaunchDarkly, Inc.	350 Bay St #100, San Francisco, CA 94133, USA	https://launchdarkly.com/
MongoDB, Inc. (MongoDB Atlas)	1633 Broadway, 38th Floor, New York, NY 10019, USA	https://www.mongodb.com/
Merge API Inc. (Merge.dev)	535 Mission St, San Francisco, CA 94105, USA	https://app.merge.dev/
Okta, Inc. (Okta CIAM)	100 First Street Suite 600, San Francisco, CA 94105, USA	https://www.okta.com/
Microsoft Corporation	One Microsoft Way, Redmond, WA 98052, USA	https://www.microsoft.com/
Alphabet Inc.	1600 Amphitheatre Parkway, Mountain View, CA 94043, USA	https://www.google.com/
HubSpot, Inc.	25 First Street, 2nd Floor, Cambridge, MA 02141, USA	https://app.hubspot.com/u
Userflow ApS	Østerbrogade 226 st3 2100 Copenhagen Ø	https://userflow.com/
Hotjar Ltd.	Level 2, St Julians Business Centre, 3, Elia Zammit Street, St Julians STJ 1000, Malta	https://www.hotjar.com/
Airfocus GmbH	Jungfernstieg 49, 20354 Hamburg	https://airfocus.com/
Typeform S.L.	Carrer Bac de Roda, 163, 08018 Barcelona, Spain	https://www.typeform.com/
Salesforce.com, Inc.	Salesforce Tower, 415 Mission Street, San Francisco, CA 94105, USA	https://www.salesforce.com/eu/
DocuSign, Inc.	221 Main St., Suite 1550, San Francisco, CA 94105, USA	https://www.docusign.com/
Oracle Corporation (Oracle Netsuite)	500 Oracle Parkway, Redwood Shores, CA 94065, USA	https://www.netsuite.com/portal/home.shtml

Zone Technologies Ltd (Fast Four)	500 Oracle Parkway, Redwood Shores, CA 94065, USA	https://docs.oracle.com/en/cloud/saas/netsuite/
Upflow	340 S Lemon Ave #7517, Walnut, CA 91789 USA	https://app.upflow.io/

Should Swiss law govern the relationship between you and WorkMotion, the relevant Terms and Conditions are set out below.

TERMS AND CONDITIONS

The following Terms and Conditions shall apply to WorkMotion Switzerland GmbH, having its registered address at Seefeldstrasse 69, 8008 Zurich, Switzerland and being registered in the company register of Zurich under registration number CH-020-4077760-0 (hereinafter "**WorkMotion**") and you (hereinafter "**Client**"). You and we may be individually referred to as a "**Party**" and we together as the "**Parties**".

1. Scope of Service

1.1. The Client seeks cooperation with individuals (each a "**Talent**" and collectively "**Talents**") for specified tasks in Switzerland ("**Destination Country**") in the context of the fulfillment of certain business responsibilities of the Client.

1.2. Such cooperation, as laid out herein above, may under the rules and regulations of the 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 the Destination Country, the Client presently does not wish to directly arrange for all the necessary prerequisites in the Destination Country, 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 Destination Country, and/or the registration as an employer in Switzerland (the "**Prerequisites**"). The Client rather wishes to assign a specialized and experienced staff leasing and business-management service company such as WorkMotion to assume and deal with these tasks and Prerequisites.

1.3. WorkMotion, in its capacity as a staff leasing and business-management company, shall provide the individually agreed management and support services to the Client by operating as the Client's local staff leasing partner in the Destination Country with the purpose of enabling the Client to cooperate with the Talents of their choice to work on the selected assignments in the Destination Country. WorkMotion will take care of the relevant Responsibilities and Prerequisites. The Parties hereby acknowledge and agree that in WorkMotion's capacity as a local staff leasing partner, WorkMotion's role and responsibility shall be to facilitate, arrange, manage and provide the agreed services to the Client. WorkMotion's services shall be those of a staff leasing partner, and a coordinating business-management service (hereinafter collectively the "**Services**").

1.4. Obligations of WorkMotionThe Client seeks cooperation with individuals (each a "**Talent**" and collectively "**Talents**") for specified tasks in Switzerland ("**Destination Country**") in the context of the fulfillment of certain business responsibilities of the Client.

2. Obligations of WorkMotion

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

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

- procuring and managing a suitable set up and solution for the engagement and management of each Talent, considering the 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 Destination Country based on the payment of the Talent suggested by the Client;
- establishing a written employment agreement (consisting of framework and assignment agreement) complying with statutory requirements in the Destination Country, the requirements set forth between WorkMotion and the Talent selected by the Client (the "**Employment Agreement**");
- enrolling the Talent(s) in benefits plans established by WorkMotion, as the case may be, that meet the minimum statutory requirements in the 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)' salary, 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 the Destination Country; just for the avoidance of doubt, this excludes any type of work permit and/or visa clearance; and
- as an ancillary service, providing general background information to the Client about minimum wages, collective bargaining agreements, taxes, social contributions, any other relevant labor charges, and the law applicable in relation to the selected Talent(s) in the Destination Country. WorkMotion may, at WorkMotion's own sole discretion, merely forward to the Client general legal and/or tax information of the Destination Country where WorkMotion may have received such information from 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**").WorkMotion shall provide monthly Services to the Client in regard to each Talent (the "**Monthly Services**"):

- acting as the staff leasing partner regarding the Talent and discharge any statutory and/or contractual obligations, as the case may be;
- collecting compensation/fee data;
- calculating and paying fees/compensation to the Talent, including required withholdings and net pay, based on the total monthly compensation/fees as communicated by the Client;
- making third party payments for withheld taxes, insurances, and other required benefits and payments;
- generating and distributing income tax reports to the Talent and government authorities, as required and applicable;
- distributing prove of payment to the Talent in accordance with local regulations;
- facilitating review and payment of Talent's expense reports, provided that such expense reports shall be subject to Client's prior written approval in each and every case;
- notifying the Client of changes in applicable labor or other law or changes to any applicable agreement(s) that affect the Talent's Employment 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 Employment Agreement as well as applicable laws.

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

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

The Ongoing Services further include the support of the Client in case of a performance-related issue with a specific Talent experienced by the Client.

- If the Client experiences such a performance-related issue, WorkMotion will take note and/or notify the Talent about such issue and will (a) request Talent to work together to solve such issue, (b) cooperate to minimize potential costs directly incurred by such performance-related issue, and (c) cooperate to minimize Termination Costs (as defined herein below) and any other possible negative consequences of such issue if it will not be possible to resolve such issue. The Client has taken note of its obligations under Sec. 3.4.

2.3. **Additional Services**

Any services which are not expressly itemized in the two preceding subsections "Preparatory Services for onboarding the Talent(s)" (Sec. 2.1) and "Ongoing (Monthly and Annual) Services" (Sec. 2.2) are hereinafter referred to as "**Additional Services**". Any such Additional Services may be provided either upon Client's request, or as a standardized service by default, and may vary in scope and nature and/or from Destination Country to Destination Country. Wherever such Additional Services are optional, the provision of such optional Additional Services by WorkMotion shall be subject to Client's prior request, be it via the internet, or by email, or otherwise. Additional Services may be subject to additional fees as set forth in more detail in the relevant Fee section following hereinbelow.

2.4. **No Tax or legal advice**

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

3. Obligations for the Client

3.1. **Prior** to using WorkMotion's Services with respect to a specific Talent in the Destination Country, the Client shall specify the particulars in relation to the Talent, including but not limited to the Talent's role, the engagement level, duration, location, and the financial considerations.

3.2. The Client is responsible in all cases 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). For the avoidance of doubt, this also includes the Client's obligation to use and ensure that the Talents use WorkMotion's compliance features on the Platform (e.g. time-tracking and paid-time-off).

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 WorkMotion so that the Client and WorkMotion can work to minimize the Termination Costs and any other possible negative consequences of such action. Client acknowledges that it is of utmost importance that solely WorkMotion and/or its Partners shall steer and handle any and all actions and measures that may be taken in preparation of, or may foreseeably result in, a Talent's termination. Client hence agrees to strictly refrain (i) from taking any termination related (preparatory) measures whatsoever on its own vis-à-vis the Talent and/or (ii) from communicating with the Talent about the possibility of a termination directly on its own. Any violation of these obligations may result in additional costs and expenses which shall be solely borne by the Client.

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

3.6. The Client must communicate payment/fee adjustment requests to WorkMotion in writing no less than one (1) month prior to the payment adjustment going into effect. Retroactive payment/fee adjustments are not legally feasible.

3.7. The Client understands and agrees that the applicable laws and 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.

3.8. In order to prevent accidents and occupational illnesses, the Client undertakes to comply with all legal provisions (UVG, UVV, ArG, etc.) and to ensure that they are enforced, in particular:

- to provide the Talent(s) with the equipment, materials and machines necessary for the performance of the Talent(s)' work, and to check that the latter is using them correctly and/or is receiving appropriate training;

- to take all useful precautions and necessary measures to protect the life and health of the Talent(s), to prevent accidents and to ensure that the Talent(s) is familiar with the general, professional and in particular safety measures relating to Talent(s)' workplace at the Client.

3.9. The Talent(s) perform the assigned work under the supervision and responsibility of the Client. WorkMotion declines any liability for damages caused by the Talent(s) (in particular, damage to installations, materials or machines of the Client, and when handling money, securities, delicate or valuable goods). The Client shall exclusively be liable for the Talent(s) to any third parties (art. 55 and art. 101 Code of Obligation, hereinafter "CO"). It is the responsibility of the Client to take out the necessary insurance to cover these risks (art. 101 CO).

3.10. Client is aware that in case of continued or repeated breach of Client's obligations under this Agreement and particularly of Client's payment obligations pursuant to the following section, WorkMotion reserves the right to take appropriate restrictive measures at WorkMotion's own sole and unfettered discretion. WorkMotion commits to lift the relevant restrictive measure as and when the Client has demonstrably stopped and (if applicable) cured the relevant breach or violation.

4. Fees

4.1. The Parties hereby acknowledge and agree that the fees (plus VAT) shall collectively constitute the remuneration for the Services provided by WorkMotion.

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 pursuant to Section 4.7 and/or Section 11.5 below or 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. Service Fee: The Client shall pay to WorkMotion for each Talent a monthly fee for the Monthly Services (see 2.2; the "**Monthly Service Fee**") as well as other service fees further described in the Fee Schedule (together with the Monthly Service Fees, the "**Service Fees**"). The Monthly Service Fee will commence at the initial date the Talent starts rendering services as requested by the Client. Each Employment Agreement requires a minimum of three (3) Monthly Service Fees, including (but not limited to) cases of early termination, or fixed term contracts which have a term of less than 3 months. The Client further acknowledges and agrees to pay the Monthly Service Fee until the end of the notice period of a Talent (irrespective of whether the notice period is worked, waived, or paid in lieu).

4.4. Talent Remuneration: The Talent Remuneration (the "**Talent Remuneration**") is defined for each Talent as fees, salary, allowances, commissions, bonuses, legally required and supplemental insurances, other statutory and legally required payments, and benefits that are paid by WorkMotion to the Talent. Direct agreements of the Client with the Talent(s) regarding the Talent Remuneration (including compensation for expenses) are inadmissible and not binding for WorkMotion.

4.5. Other Fees: The Client shall be solely responsible for any and all costs, expenses, fees, taxes, and charges arising from (i) any optional Additional Services the provision of which has been requested by the Client (e.g., work permit and/or visa clearance, equipment rent) in relation to the selected Talent(s) in the respective Destination Country, and (ii) the standard Additional Services provided by WorkMotion by default ("**Other Fees**"). A current price table itemizing all OtherFees applicable to any and all such Additional Services (optional and standard) can be requested from WorkMotion. The Other Fees will not be refunded in case the optional services become frustrated through no fault of WorkMotion (e.g., work permit and/or visa clearance not granted by the local authorities).

4.6. Taxes: Unless otherwise stated, the fees set forth above are expressed in the net amount and do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "Taxes"). The Client acknowledges and agrees to pay all Taxes in connection with the Client's use of the Services and the Platform. This includes Taxes that WorkMotion is legally required to pay or collect for the Client's benefit. For the avoidance of doubt, WorkMotion shall remain solely responsible for any taxes assessable against WorkMotion based on WorkMotion's business.

4.7. If costs of WorkMotion in relation to providing the Services increase during the term of these Terms & Conditions, WorkMotion has the right to adjust the relevant items in the Fee Schedule and notify the Client accordingly.

5. Deposit

5.1. Client shall pay to WorkMotion a refundable deposit per Talent, the amount of which shall either (i) be equal to the number of months of notice period that applies to that Talent multiplied by the total monthly cost of employment of that Talent or (ii) depend on the outcome of regular risk assessments carried out by WorkMotion (or a third party engaged by WorkMotion for this purpose) in relation to the Client's financial status (the "**Risk Assessment**"), subject to WorkMotion's reasonable discretion and close consultation with the Client. The Deposit determined pursuant to the foregoing sentence shall be displayed on the Platform (the "**Deposit**"). The relevant Deposit amount will be rounded up to the nearest five hundred (500) amount in the applicable invoice currency. The payment of the Deposit will be requested in the same currency as the currency used in the regular invoices to Client. Client acknowledges that payment and receipt of the Deposit (in case required) is a condition precedent to the commencement of a Talent's onboarding, i.e. WorkMotion may refrain from commencing the onboarding, and/or re-schedule the originally planned onboarding, and/or pause the commenced onboarding of a Talent if and as long as the Deposit for the respective Talent has not been paid and received in full.

5.2. WorkMotion will store the Client's Deposits safely as so-called ring-fenced money on one or more dedicated bank accounts which are separate and apart from WorkMotion's normal current account(s) and hence from WorkMotion's daily cashflow. To operate and maintain this safe setup in the shared interest of all of WorkMotion's clients, WorkMotion is obligated by its bank(s) and applicable anti-money laundering (AML) laws to comply with obligatory KYB ("Know Your Business") procedures and to submit certain Client related information and documents to its bank. Therefore, upon request by WorkMotion, Client agrees to furnish WorkMotion with the required documents and information, including but not limited to a certificate of incorporation, details of the legal representative of the Client, and information on the Client's ultimate beneficial owners (UBO), via WorkMotion's standardized KYB process for which purpose WorkMotion may use the services of an external KYB SaaS tool/provider. The Client acknowledges and agrees that the Parties' cooperation and initial Talent onboardings can only start if and when the KYB process is successfully completed.

5.3. WorkMotion may, at its absolute discretion, utilize any or all of the Deposits so received in order to (i) cover any and all Termination Costs, (ii) conduct any defense and/or settlement of Employment Claims (iii) settle any and all outstanding invoices issued by WorkMotion for the provision of its Services and/or (iv) settle any and all outstanding claims pursuant to Sec. 7.6., each (i)-(iv) in relation to any or all of the Talent(s) of the Client. To this end, by way of example, and just for the avoidance of any doubt, WorkMotion may utilize one Deposit initially received from the Client for one Talent (or several Deposits received for several Talents) to cover the costs and/or outstanding invoices related to another Talent (or several other Talents) of the Client.

5.4. WorkMotion will inform the Client of any utilization of the Deposit(s) and thereupon request the full and timely replenishment of the Deposit(s) by the Client.

5.5. The Client acknowledges and agrees that WorkMotion has the right to hold each Deposit or replenished Deposit (as the case may be) until any and all outstanding matters, costs and invoices related to the termination of the respective Talent have been fully and finally resolved. Upon completion and full resolution of all such outstanding matters, WorkMotion shall inform the Client of any remaining Deposit amounts (if any) and return the same to the Client without undue delay.

5.6. Client shall not receive any interest on the Deposit(s). Any interest that accrues on the dedicated bank account(s) is (inter alia) used by WorkMotion to cover the necessary administrative costs.

6. Severance Accruals

6.1. In order to mitigate the financial impact of severance packages that may need to be paid to Talents as part of a termination, Client shall (i) pay (in case required) or (ii) have the option to pay (in case not mandatory after a Risk Assessment) a monthly accrual amount per Talent which will be displayed on the Platform ("**Severance Accrual**"), however limited to Talents residing in specific countries only. Upon Client's request, WorkMotion will provide the Client with the list of countries where such Severance Accrual would be charged.

6.2. The Severance Accrual may only be utilized, i.e. paid out to the Talent as part of a severance package in cases where the Client requests that a Talent's employment be terminated, be it unilaterally (by means of a termination notice), or by means of a mutual termination agreement. It shall however not be unnecessarily used in cases where the Talent pro-actively resigns (unless otherwise agreed to by the Parties).

6.3. If and to the extent it was not necessary to utilize the Severance Accrual in the course of the termination of a Talent, WorkMotion shall refund it to the Client. The balance of the Severance Accrual paid by the Client versus the used Severance Accrual shall be itemized in the next relevant invoice in the billing cycle where the sum of all Severance Accruals paid by the Client for the respective Talent shall be stated as a negative amount (refund) while the actual amount of the severance package paid to that Talent shall be stated as a positive amount (cost). The balance shall be credited to the Client (credit note), or be paid by the Client, as applicable. Any credit note (if any) may also be set off by WorkMotion against any due invoice.

6.4. WorkMotion may, at its absolute discretion, utilize any or all of the Severance Accruals received in relation to any or all of the Talent(s) of the Client. To this end, by way of example, and just for the avoidance of any doubt, WorkMotion may utilize one Severance Accrual initially received from the Client for one Talent (or several Severance Accruals received for several Talents) to cover the Termination Costs related to another Talent (or several other Talents) of the Client.

7. Payment Modalities

7.1. Deposit: WorkMotion will issue a payment request to the Client for the Deposit if and when required.

7.2. Payroll Funding Invoice: WorkMotion will issue an invoice to the Client on or after the 1st day of each calendar month for the estimated Talent Remuneration of the respective month and other selected cost items (the "**Payroll Funding Invoice**").

7.3. Settlement Invoice: WorkMotion will issue an invoice to the Client at the end of each calendar month or in the 1st week of the following calendar month for (i) any additional Talent Remuneration if any (i.e. the sum of the actual Talent Remuneration minus the sum of the earlier estimated Talent Remuneration), (ii) the (Monthly) Service Fee(s), (iii) Other Fees (if any), (iv) Severance Accruals and (v) late payment interest and fees pursuant to the section Late Payment hereinbelow (if applicable), of the preceding month if and to the extent such cost items have not yet been included in the Payroll Funding Invoice (the "**Settlement Invoice**").

7.4. Method of payment: The Client agrees to make any payment to WorkMotion (i) by (A) wire transfer to the bank account specified in WorkMotion's respective invoice clearly attributable to the Client using the correct reference number or other identifier itemized in WorkMotion's respective invoice or (B) any other form as made available by Workmotion at its sole discretion (ii) in the same currency as stated on WorkMotion's invoice (currently CHF/EUR/USD/GBP); and (iii) solely bear any bank transactions costs, costs of international money transfer, incidental bank charges related to international money transfers in general, and forex (FX) risks including a markup that is justified by the liquidity in the respective currency pairs. Applicable foreign currency exchange rates are sourced from https://fixer.io.

7.5. Due dates: All payment requests and invoices shall become due for payment within ten (10) days from the date of the respective invoice and/or payment request, unless expressly agreed otherwise to by the Parties and documented as such on the Platform. The Client agrees to refrain from disputing and/or withholding timely payment of any invoice and/or payment request as such, be it in whole or in part, and/or the fact that it becomes due for payment within ten (10) days (unless expressly agreed otherwise). Any disputes regarding the amount of the invoice and/or payment request shall be resolved as soon as possible and may be corrected by means of a credit note or otherwise.

7.6. Late payment: The Client acknowledges and agrees that WorkMotion is entitled to levy (i) interest on late payment (Verzugszinsen), (ii) a flat fee on late payment (Verzugspauschale) and/or (iii) any other late payment related damages, costs and expenses (Verzugsschäden) that WorkMotion may each be entitled to claim in accordance with applicable law. In case Client does not specify the relevant invoice(s) in the reference field of its bank transfer to WorkMotion and such default requires WorkMotion to make time-consuming investigations into the correct allocation of the payment, and/or to clarify the whereabouts and proper allocation of the payment with the Client, it is acknowledged and agreed that WorkMotion may add such reasonably invested additional time to the overall calculation of interest.

7.7. Order of payment: If the payments made by the Client to WorkMotion are not sufficient to pay all outstanding amounts, WorkMotion may, at its absolute discretion, determine which outstanding amounts shall be deemed to be paid by the Client.

7.8. Overpayment: In the unlikely event that Client should have overpaid any amounts to WorkMotion, Client agrees that any such overpayment shall not entitle the Client to withhold payment of any other invoices or payment requests issued by WorkMotion, nor to deduct or set off any amounts therefrom. Instead, WorkMotion will at its absolute discretion, resolve the matter in good faith as soon as possible and inform the Client accordingly without delay.

7.9. Delivery of payment requests / invoices : The Client acknowledges and agrees that WorkMotion will issue the invoices by way of email or other electronic communication, or internet portal. For the avoidance of doubt, therefore, the invoices shall be deemed to be delivered to and duly received by the Client upon dispatch of such invoice.

7.10. Credit notes: WorkMotion may, at its absolute discretion, set off any or all of the credit notes issued in order to settle any and all outstanding *(i)* invoices issued by WorkMotion for the provision of its Services and/or *(ii)* outstanding claims pursuant to Sec. 7.7, each *(i)-(ii)* in relation to any or all of the Talent(s) of the Client, and will inform the Client accordingly without delay.

8. Transfer of the Talent, direct employment

8.1. The Client may employ the Talent directly, indirectly or through job placement under the following conditions:

- without costs,
- if the assignment has lasted uninterruptedly for more than three months (effective working time 540 hours); AND
- if the employment takes place after an interruption of the assignment of at least three months;

in all other cases, a compensation must be paid to WorkMotion.

8.2. The compensation is limited to the fee that the Client would have paid to WorkMotion for an assignment of three months for administrative costs and profit (Onboarding Fee and Monthly Service Fees), minus the fee (Onboarding Fee and Monthly Service Fees) already paid for administrative expenses and profit (Art. 22 par. 4 Federal Job Placement and Staff Leasing Act (AVG).

9. Limitation of Liability

9.1. 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 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.

9.2. The Talent(s) is carefully selected by WorkMotion where WorkMotion has selected the Talent(s). Right at the beginning of the assignment, the Client checks whether the Talent(s) meets the requirements and can perform the tasks entrusted to her / him. If this is not the case, the Client must inform WorkMotion immediately (see also section 3 above).

9.3. The Talent(s) is not performing his/her assignment under a mandate (art. 394 et seqq CO) or a work contract (art. 363 et seqq CO). WorkMotion is not liable for the performance of the Talent(s).

9.4. The Parties agree that WorkMotion's liability towards the Client under these Terms & Conditions shall in any case not exceed the sum of CHF 75.000,00 (seventy-five-thousand Swiss Francs) in total.

10. Data Protection

Each Party shall comply with all applicable data protection/ privacy laws and regulation governing the protection of personal data (including the EU General Data Protection Regulation ("GDPR") to the extent applicable) in relation to their respective obligations under these Terms & Conditions. To the extent a Party will process personal data for the other Party, for providing support or other services under these Terms & Conditions, the Parties shall conclude a data processing agreement.

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 period of time.

11.2. Termination: Each Party may terminate the Parties' cooperation under these Terms & Conditions by using the applicable notice period according to the applicable termination clause in the leasing agreement concluded between the Parties. Any statutory rights to an extraordinary termination for cause with immediate effect remain 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 terminate all of its respective agreements with the relevant Talents with effect as of the next date which is legally permissible and practically feasible under the applicable laws. 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 (the "**Transfer**"), 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 the orderly conduct of 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. It is acknowledged and agreed however that WorkMotion's role shall be of mere supportive and ancillary nature. Client hence agrees that any such Transfer shall happen at Client's own sole legal and financial risk. Accordingly, Client assumes any and all liability for the orderly conduct of such Transfer and agrees to bear any and all costs and expenses of such Transfer. 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 (see also section 8 above).

11.5. The Parties' cooperation under these Terms & Conditions shall be suspended if the Client has no longer at least one Talent employed by a Partner for a continuous period of 3 months. If the Client would like to renew the cooperation, the Client shall notify WorkMotion in writing (email sufficient) accordingly, and WorkMotion shall have the right to apply its then current pricing (if any) displayed on the Platform.

12. Termination Costs

12.1. Due to the nature of the Talent being in a contractual relationship with WorkMotion 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 WorkMotion is not able to reach a mutual termination. The Client therefore agrees to pay all necessary costs incurred by WorkMotion 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 (i) the defense and settlement of Employment Claims, (ii) continued payments or retro-active compensation to the Talent during or pursuant to such termination process, (iii) severance costs and reasonable outside legal costs when required and (iv) costs and fees due to Client's failure to ensure usage of WorkMotion's compliance features on the Platform. Termination Cost shall not include any costs arising from any claims made by Talent which are due to WorkMotion or WorkMotion's vicarious agents' (i) own intent or gross negligence, or (ii) failure to fulfill its obligations under these Terms & Conditions. WorkMotion shall demonstrate the Termination Costs by appropriate evidence.

12.3. The Parties agree to mitigate the Termination Cost to the best of their respective abilities. WorkMotion agrees 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 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 the Destination Country. 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 and appear to be appropriate for the Client with respect to each Talent. Upon mutual determination of such date(s), WorkMotion shall terminate its agreements with the relevant Talents with effect as of such date(s).

12.5. Client acknowledges that it is of utmost importance that solely WorkMotion shall steer and handle any and all Talent termination(s). Client hence agrees to strictly refrain from (i) taking any termination related measures whatsoever on its own vis-à-vis the Talent and/or (ii) communicating about the termination with the Talent directly on its own. Any violation of this obligation may result in additional costs and expenses which shall be borne solely by the Client.

12.6. The Client acknowledges and agrees that WorkMotion may, at its absolute discretion, trigger the termination of any and all mandates with any and all Talent(s) and/or other Services procured by WorkMotion under these Terms & Conditions if and when *(i)* the Client delays or fails to fulfil its payment obligations under these Terms & Conditions despite reminders and warnings from WorkMotion to the Client to fulfill its payment obligations; and/or *(ii)* WorkMotion has reason to believe that the Client is at the brink of insolvency or is about to enter into any composition or arrangement with its creditors or has an administrator, receiver or manager appointed over any of its assets or enters into liquidation or ceases to carry on its business. For the avoidance of doubt, it is acknowledged and agreed that in any such situation set forth herein under (i) and/or (ii), WorkMotion shall have the right to use any existing funds from the Client, including but not limited to Deposits, Severance Accruals, and/or credit notes, to mitigate WorkMotion's financial damage, i.e. (without limitation) to settle any outstanding debts owed to WorkMotion and/or any claims, debts and demands asserted by the Talent, any Partner, or any other legitimate third party, in relation to the Client and/or its Talent(s), at WorkMotion's own sole and unfettered discretion.

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 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)* Talent Transfers conducted upon Client's request *(vi)* the Client's negligence, willful misconduct, gross negligence or breach of any provision of these Terms & Conditions, 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) properly and orderly procure and acquire the Talent IPR from the Talent and (ii) ensure that such acquired Talent IPR shall be forwarded to the Client. Within this two-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 Employment 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 Switzerland and/or other 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. To the extent permitted under applicable law WorkMotion may assign any rights and obligations under these Terms & Conditions to entities affiliated with WorkMotion 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. The lease agreement and 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 supersede 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 including any of the Client's individual orders and requests hereunder, be it via the existing technological features and processes or otherwise (e.g. via email), including but not limited to the request to onboard a Talent, offboard a Talent, transfer a Talent, change the terms of employment of a Talent etc., shall be governed by Swiss 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 courts of Zurich 1, Switzerland, shall enjoy exclusive jurisdiction for any legal disputes arising before, during or after the expiry of the leasing agreement and/or these Terms & Conditions between WorkMotion and the Client resulting from or in connection with the leasing agreement and/or these Terms and Conditions, not limited to but including concerning their existence, interpretation or application.

16.6. Should any provision of the lease agreement and/or 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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JOINT CONTROLLER AGREEMENT

This Joint Controller Agreement ("**JCA**") 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 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 Switzerland GmbH, registered at Seefeldstrasse 69, 8008 Zurich, Switzerland and being registered in the company register of Zurich under registration number CH-020-4077760-0 (hereinafter "**WorkMotion**").

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

This Joint Controller 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 JCA 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), Switzerland's new Federal Act on Data Protection (nFADP), 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 JCA

The purpose of this JCA 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 JCA

This JCA 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 JCA 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 JCA;
- to make sure that the people authorised to process Personal Data:
  - Only access the Personal Data necessary for the fulfilment of their duties according to their roles and to the needs of the present JCA;
  - Are subject to an adequate confidentiality obligation;
  - 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 JCA, The Parties undertake to ensure that each of their Data Processors respect the obligations provided for in this JCA, 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 JCA, 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 JCA 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 JCA

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

8. Miscellaneous

- The Parties are not allowed to unilaterally modify or suspend the performance of this JCA, unless otherwise specified in an express manner. Any amendment to the provisions of this JCA shall be subject to a written amendment between the Parties.

- In the case where a provision of this JCA 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 JCA shall be subject and be interpreted in accordance with the laws of Switzerland.

- All and any disputes arising from and/or in connection with this JCA shall be decided exclusively by the courts of Zurich, Switzerland.

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 organizational measures (TOM)
according to Art. 32 GDPR

WorkMotion Switzerland 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
Encryption of data records	Encryption.	Our comprehensive data security program safeguards our database instances by implementing stringent access controls and security groups, and deploying databases within a private network. We adhere to industry best practices by encrypting data at rest and database backups using KMS Key solutions. Additionally, database access is securely managed through Hashicorp Vault, applying the principle of least privilege.

2. Confidentiality and integrity

2.1 Access control

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

Measures	Description	Suitability
All personal data is stored in data centers of external service providers.	Least privilege principle.	We adhere to the ISO Access Control Policy Guidelines by applying the principle of least privilege when granting system access. Our entire infrastructure is hosted on the AWS public cloud, where granular access controls are rigorously implemented and managed by our platform team.

2.2 Access control

Prevention of the use of data processing systems by unauthorized persons

Measures	Description	Suitability
Individual log-in and log-in Protocol.	Access to the system or company network requires a distinct login, where each session is logged with username and password details. Additionally, user profiles are created to assign specific user rights, ensuring appropriate access levels are maintained.	Our password policy enforces minimum requirements, including a specified number of characters, to enhance security. Access to data processing systems is controlled through individual log-ins, enabling traceability of user actions. This capability not only helps in retrospectively identifying unauthorized access but also proactively serves as a deterrent.

Software Firewall.	A state-of-the-art firewall is enabled by default and is kept up to date.	Our software is consistently maintained at industry-leading standards through regular updates. These updates ensure that our systems align with the latest technological advancements and security protocols.
external audits for security controls?		Regular security audits take place for our infrastructure configuration which includes also our public cloud providers in the AWS cloud and MongoDB Atlas. This security audit covers the user, network config, access control config audits, these audits are performed quarterly by the platform team, vulnerability and security scans also are being performed regularly, adding to this PenTesting on the Infrastructure Level is being conducted twice per year Beside this all also we are running through the ISO internal/external audit checkpoints.

2.3 Data medium control

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

Measures	Description	Suitability
Authorization and Access concept.	Due to the authorization concept, only authorized persons have the possibility to process personal data.	By restricting access rights, the risk of unauthorized data access is significantly reduced. Our information security practices are grounded in the principles of the ISO 27001 framework, which guides our efforts to protect customer information and ensure the confidentiality, integrity, availability, and privacy of sensitive data. We meticulously categorize and manage assets, including information, applications, databases, cloud services, and personnel, using a robust asset tracking system. This comprehensive approach extends to integrating all relevant stakeholders within the Information Security Management System (ISMS), ensuring thorough security across all resources.

2.4 Memory Control

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

Measures	Description	Suitability
Authorization concept.	Due to the authorization concept, only authorized persons have the possibility to process personal data.	Our system utilizes distinct security groups, each with specific access levels defined on our Okta authorization server. Okta assigns an authentication token to users, embedding their group membership within this token. This process enables precise authorization checks to ensure users have appropriate access to resources based on their group assignments.
Access Control.	Comprehensive Policies Encompassing Risk Management, Access Control, and Data Protection.	Our robust risk management strategy systematically identifies, assesses, and prioritizes risks within business processes, systems, and networks. Through regular reviews and reporting to senior leadership, we ensure effective risk mitigation that aligns with our strategic objectives. Our security framework, encompassing access control, cryptography, asset management, and data handling policies, is strictly enforced to protect sensitive information. These measures not only comply with legal and regulatory requirements but also demonstrate our dedication to upholding the highest standards of security for customer data and stakeholder interests.

2.5 User control

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

Measures	Description	Suitability
Firewall and VPN access. Admission only from identified devices	Sealing off the system against access by unauthorized persons	The selected technical solution adheres to contemporary industry standards and receives regular updates to maintain its effectiveness and security compliance.

2.6 Access control

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

Measures	Description	Suitability

Authorization concept.	Due to the authorization concept, only authorized persons have the possibility to process personal data.	Our system facilitates SSO using Google and Microsoft as identity providers, enabling user sign-in with credentials (username and password) via the OAuth2 protocol. Our resource server, Okta, acts as the identity provider. Upon submitting credentials through our client application, the user requests an authorization grant from Okta. If authenticated, Okta issues a JWT token containing user information. This token is then used to verify whether the user has the necessary access rights to the requested resources.

2.7 Transmission and Transport 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.

Measures	Description	Suitability
Encryption and securing the data storage and transmissions.	Measures to ensure that personal data cannot be read, copied, altered or removed by. unauthorized persons during transmission.	All cryptographic procedures—including encryption, signature, and hash algorithms, as well as protocols and applications—are implemented according to state-of-the-art security standards to meet the specific requirements of their application fields. Data at rest and database backups are securely encrypted using KMS Key solutions. Additionally, database access is managed through Hashicorp Vault, employing the principle of least privilege to ensure secure access control. Furthermore, all data transmissions are secured using SSL protocols and verified through secure signed digital certificates.

2.8 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
Functional and Audit Logs are being collected and stored in a centralized.	Ensuring retrospective verification of personal data entries, modifications, or deletions within data processing systems, including the identification of responsible individuals.	Logging and auditing capabilities are integrated into our system functions to monitor access to information effectively. We deploy various technologies to facilitate comprehensive log collection and analysis. A side-car log collector is implemented to aggregate system logs, which are then centralized in AWS CloudWatch and Grafana for analysis. Additionally, AWS OpenSearch is employed to manage audit logs of the application. All activities at the application and network levels are rigorously monitored and logged, with access to these logs strictly limited to authorized security personnel within WorkMotion.

2.9 Data integrity

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

Measures	Description	Suitability
Traceability of entries, changes and deletions.	File system captures changes.	Data integrity is a critical component of our Information Security Objectives. We have implemented controls to guard against unauthorized changes or manipulations. These controls include comprehensive document management, version control systems, regular audits, and the application of cryptographic technologies. These measures are designed to maintain the accuracy, consistency, and trustworthiness of your data, effectively reducing the risk of tampering and ensuring the reliability and authenticity of the information stored.

2.10 Order control

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

Measures	Description	Suitability
AV agreements according to DSGVO.	Selection of service providers that implement requirements.	We carefully select service providers who demonstrate full compliance with GDPR requirements, particularly the obligations outlined in Article 32. This ensures all partners uphold the same high standards of data protection that we commit to.

3. Availability

Ensure that personal data is protected against destruction or loss.

Measures	Description	Suitability

Data backup.	Regular backups.	WorkMotion is dedicated to ensuring continuous access to your data, recognizing the critical importance of uninterrupted information availability. Our comprehensive policies include robust disaster recovery plans and business continuity strategies, reinforced by strict access controls, to safeguard your data under all circumstances.

4. Recoverability

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

Measures	Description	Suitability
Data backup.	Creating backups.	Data is systematically classified, safeguarded, retained, and disposed of in strict compliance with legal mandates and the specific needs of the business, adhering to GDPR standards. We maintain rigorous confidentiality protocols and restrict access to sensitive data, ensuring only authorized personnel can interact with or manage this information.

5. Separability

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

Measures	Description	Suitability
Separate storage of personal data for different purposes.	Separating the environments with different purposes and the application layers.	An environment management policy is rigorously enforced to maintain data segregation. This includes: Hierarchical Environment Segregation: Lower-level environments are distinctly separated from higher-level environments, with each environment hosted in its own dedicated AWS account to prevent cross-environment access and data leakage. Layered Application Architecture: The application front-end is isolated from the logic and database layers. This separation is achieved through the use of dedicated Virtual Private Clouds (VPCs) for each layer, enhancing security and reducing the risk of unauthorized data access. Network Segmentation: Firewalls are strategically deployed between subnets to further secure data and limit interactions across different parts of the network, ensuring that only authorized operations occur within each segment."

6. Review and evaluation

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

Measures	Description	Suitability
Testing and Documentation.	TOMs are assessed and evaluated on a quarterly basis. The completion is documented and presented to the management.	A quarterly audit schedule is determined to be appropriate and sufficient to mitigate the identified risks.

Status: January 2025