

## 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 proactively 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 (*Nebenflicht*), whose breach puts the achievement of the contractual purpose at risk or whose fulfilment is essential to the due and proper implementation of these Terms & Conditions and on whose fulfilment the Client could reasonably rely (“**Essential Obligation**” – *Kardinalpflicht*), the liability of WorkMotion is limited to damage foreseeable at the time of conclusion of the Parties’ cooperation under these Terms & Conditions and characteristic for such agreement (*vertragstypischer vorhersehbarer Schaden*). WorkMotion is not liable for slightly negligent breaches of accessory obligations that are not Essential Obligations. The limitation of liability under this Section applies accordingly to the liability of WorkMotion (i) for reliance damages (*vergebliche Aufwendungen*) and (ii) in the event of initial impossibility if WorkMotion was unaware of the impediment to performance due to slight negligence. The above exclusions and limitations of liability shall not apply to the extent WorkMotion has provided a guarantee under these Terms & Conditions, to claims based on personal injuries (life, body, or health), and to the extent strict liability is mandatory under statutory law applicable to these Terms & Conditions. This shall not entail a reversal of the burden of proof to the Client’s disadvantage. To the extent the liability of WorkMotion is excluded or limited, this shall also apply to the personal liability of WorkMotion’s employees, staff, members, representatives, and vicarious agents.
- 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 fulfill 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 supersedes all prior agreements, negotiations, representations, and discussions, written or oral, express or implied, between the Parties in relation thereto.
- 16.4. These Terms & Conditions shall apply in place of and prevail over any terms and conditions contained or referred to in any communication from

the Client or implied by trade, custom and practice or course of dealing. Any variation of these Terms & Conditions (including any special terms and conditions agreed between the Parties) shall be inapplicable unless agreed in writing by WorkMotion.

- 16.5. The Parties' cooperation under these Terms & Conditions 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.

\*\*\*

## 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](http://www.workmotion.com) and using our Internet HR tech platform (hereinafter "Platform") and our digital services as described in more detail in the Terms & Conditions (hereinafter "Client") and WorkMotion 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:
  - o Only access the Personal Data necessary for the fulfilment of their duties according to their roles and to the needs of the present JCA;
  - o Are subject to an adequate confidentiality obligation;
  - o Have received appropriate training in data protection.
- to communicate to the other Party, upon simple request and without delay, all the information and documents proving compliance with its obligations under the Data Protection Regulation;
- to define, adopt and keep updated the necessary technical and organisational measures to ensure an appropriate level of data security and confidentiality for the part of the Joint Processing that is under its responsibility. The measures thus implemented are described in Annex 2;
- to define and adopt the internal procedures that are necessary for complying with its obligations;
- to ensure, where appropriate, the deletion of Personal Data at the end of the retention period.

##### 4.2. Obligation of information

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

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

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

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

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

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

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

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

##### 4.4. Management of Data Breaches

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

The Joint Controllers undertake to inform each other without delay of any Personal Data Breach affecting the Joint Processing in whole or in part and to cooperate together when notification to the Supervisory Authority and/or, where appropriate, to the Data Subjects is required.

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

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

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

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

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

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

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

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

### **5.Data Processors**

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

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

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

In the case of subcontracting, the Parties shall be granted control and inspections rights by the subcontractor in accordance with this 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.

- 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)

**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.

**Special categories of Personal Data:**

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

**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)

**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.	<p>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.</p> <p>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.</p>

### 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.	<p>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.</p> <p>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.</p>

### 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.	<p>An environment management policy is rigorously enforced to maintain data segregation. This includes:</p> <p>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.</p> <p>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.</p> <p>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."</p>

#### 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