

General Terms and Conditions of Business

1. Scope of application

- 1.1 The following General Terms and Conditions (hereinafter referred to as "**GTC**") apply to the services offered by proINject GmbH, Lessingstr. 56, 44791 Bochum, Germany (hereinafter referred to as "**proINject**"), which are provided under the domain <https://www.proinject.de/en/home-en/> (hereinafter referred to as "**Platform**" or "**Website**").
- 1.2 In addition, the Privacy Policy (available at: <https://www.proinject.de/en/data-protection-and-privacy/>) shall apply.
- 1.3 The currently valid version of the General Terms and Conditions of Business shall apply.

2. Subject matter, free of charge

- 2.1 proINject is a consultancy for transformation and a service provider for temporary management. proINject fulfills consultancy services through internal or external employees. proINject offers entrepreneurs, legal entities and partnerships (hereinafter referred to as "**Company/Companies**") to search on their request for external specialists and executives, project and change experts, consultants and interim managers (hereinafter referred to as "**Expert/Experts**").
- 2.2 proINject can offer entrepreneurs, legal entities and partnerships, who have registered in accordance with clause 4, the opportunity to advertise projects on the platform within the framework of the provisions of these GTC and thus to search for specialists and executives, project and change experts, consultants and interim managers. proINject can match these advertisements with already posted and newly added expert profiles electronically, automatically, in real time and objectively without manual intervention (Matching).
- 2.3 proINject itself does not place advertisements, but makes the platform available to Experts and Companies and acts as a mediator between Experts and Companies. proINject is generally neither involved in the tendering process of the projects nor in the implementation of the selection process, but can act as an advisory capacity if desired (if applicable, for an additional service fee). If a "matching" occurs on the platform, i.e. a generally suitable expert is identified, the corresponding advertisement is automatically made known to this expert by e-mail, whereupon the expert can express his or her interest in the project. Only then the issuing company can view the Expert Profile.

- 2.4 The use of the platform, in particular the matching according to 2.1 is free of charge for companies and Experts. Companies are obliged to contract with proINject as soon as a suitable Expert is announced by name (see 3.1. below).
- 2.5 proINject can temporarily suspend or finally close the platform of its own free will. An obligation to operate the platform does not arise at any time.
- 2.6 As of March 15th, 2020 the platform is temporarily suspended.

3. Prohibition of avoidance / obligation to contract

3.1 Scope and temporal validity

A company commits itself to contract involving proINject if it has identified the expert on the basis of a matching at and presentation of the expert profile by proINject (manually or electronically). This obligation arises with the naming of the first pre-selected Expert and ends 6 months after completion of the project for which he or her was proposed.

The obligation to contract also applies to the matched expert and also applies to any further projects in the company for which the Expert is suitable and which were not advertised at proINject - Interim Network.

3.2. Permanent employment

If the company decides to employ a pre-selected candidate on a permanent basis (unlimited or contract period of at least 18 months), proINject will receive an additional placement fee at an appropriate, standard market rate (fee for personnel service provider/headhunter).

3.3 Circumvention/Avoidance

Should the Company enter into a direct contractual relationship in circumvention of Sections 3.1 and 3.2, the Company undertakes to pay proINject a one-time special compensation of € 25,000 for each individual case.

3.4 Value added tax (VAT)

The above remuneration shall be invoiced plus the statutory value added tax applicable at the time.

3.5 Conclusion of contract

All permissible contract constellations (service contract/contract for work, temporary employment, temporary service contract, etc.) can be considered. The suitable variant is selected in consultation between the company, expert and proINject. Experts have no claim against proINject for the conclusion of an employment contract or participation in a selection procedure at a company. proINject is entitled but not obliged to check content posted by companies and experts in their respective profiles and to refuse publication if necessary. The respective publications shall in no case represent own statements or opinions of proINject.

4. Registration and its requirements

Full use of the Platform requires registration and the creation of a user account (hereinafter referred to as "Expert Profile" or "Company Profile").

- 4.1 Experts can register informally through contacting proINject via eMail or telephone. Electronic **Registration for Experts** is only possible on the Platform. To register, Experts must complete the Expert Profile, providing their full name, a valid e-mail address and the creation of a password, and send it by clicking the "Complete" button. Before sending, Experts can check all data previously entered by them once again and, if necessary, correct them by entering other data or delete the data entered in the respective input field. Registration is only possible if the Expert has agreed to the validity of these GTC and the data protection declaration.
- 4.2 The Expert profile can therefore only be completed if the Expert has declared the aforementioned consent by ticking the box provided for this purpose.
- 4.3 After completion of the Expert Profile, the Expert shall receive an automatic e-mail from proINject with a confirmation link ("Registration Confirmation").
- 4.4 In order to use the Platform, the Expert must, after being requested to do so on the Platform, add further details as specified in the respective entry forms.
- 4.5 Within the scope of registration and use of the Platform, the Expert is obliged to provide truthful and complete information on the information requested during registration and otherwise. Changes to the contact data (in particular the e-mail address used for registration) and other data (e.g. updating of CVs, availability) shall be communicated to proINject immediately and unsolicited. Such notification may be effected by updating the relevant details in the account. If this is not possible, the updated information can be sent to proINject by e-mail to [info@proinject.de].
- 4.6 proINject reserves the right to request further information from the expert and proofs for the purpose of verification of the expert's statements, if required by law. The same shall apply if there are justified doubts about the completeness or correctness of the Expert's statements.
- 4.7 proINject reserves the right to refuse the registration or accreditation of an Expert without giving reasons.
- 4.8 Experts owns no right to conclude a contract for a specific project and company.
- 4.9 Companies can register informally through contacting proINject via eMail or telephone. Electronic **Registration for companies** is only possible on the Platform. To register, the Company must fill in the Company Profile, stating

its full name, a valid e-mail address and the creation of a password, and send it by clicking on the "Complete" button. Before sending, the Company can check all data previously entered by it once again and, if necessary, correct it by entering other data or delete the data entered in the respective input field. Registration is only possible if the Company has agreed to the validity of these General Terms and Conditions and the Privacy Policy.

- 4.10 The Company Profile can therefore only be completed if the Company has declared the aforementioned consent by placing a check mark in the box provided for this purpose.
- 4.11 Registration as a Company is reserved for entrepreneurs, legal entities and partnerships that have actual business activities (no fake profiles) and may only be carried out by an authorised representative who must be named in the registration process. The Platform is not available to recruiters or other personnel service providers; a registration request of such companies will be rejected by proINject.
- 4.12 Each company may register more than once according to the requirements of its corporate structure. The rules of 4.11 shall apply.
- 4.13 After completion of the Company Profile, the Company will receive an automatic e-mail from proINject with a confirmation link (hereinafter referred to as "Registration Confirmation").
- 4.14 In order to use the Platform, the Company must, upon request, add further details on the Platform, which are set out in detail in the respective entry forms.
- 4.15 Within the scope of registration and use of the Platform, the Company is obliged to provide truthful and complete information on the information requested during registration and otherwise. Changes to the contact data (in particular the e-mail address used during registration) as well as to the Company's other data shall be communicated to proINject immediately and without request. Such notification may be made by updating the relevant details in the account. If this is not possible, the updated information can be sent to proINject by e-mail to [info@proinject.de].
- 4.16 proINject reserves the right to request further details of the Company as well as proofs for the purpose of verification of the Company's details when registering or using the Platform, if required by law. The same shall apply if there is reasonable doubt as to the completeness or accuracy of the information provided by the Company.
- 4.17 proINject reserves the right to refuse the registration or accreditation of a Company without giving reasons.
- 4.18 A company owns no right to conclude a specific contract with a specific expert.

5. Secrecy of access data

- 5.1 The Company is obliged to keep the login data, passwords, etc. secret and not to pass on its access data to unauthorised third parties. It is also obliged to log off after each session. Statements and actions which are made or committed after a login with the Company's password and e-mail address may be attributable to the Company even if it has no knowledge of them. An attribution is made in particular if the Company intentionally or negligently provides third parties with access to the password or the Account. The Company has to inform proINject immediately, as soon as the Company becomes aware that unauthorised third parties have access to the access data.
- 5.2 In case of reasonable suspicion that access data has become known to unauthorised third parties, proINject is entitled but not obliged to change the access data without prior notice or to block the use of the account. proINject will inform the Company immediately and will provide new access data within a reasonable period of time upon request. The Company shall not be entitled to have the original access data restored.

6. Account use; sanctions and blocking

- 6.1 proINject shall be entitled to irretrievably delete Content that violates the T&Cs, that is in breach of the applicable rules of courtesy, etiquette, objectivity and respectful treatment of each other or that is otherwise offensive and/or inappropriate. In this respect, companies and experts are not entitled to the reinstatement of content that has already been deleted.
- 6.2 If the Company or an Expert violates the GTC or legal provisions, proINject
- a. Modify or delete company content;
 - b. Warn the company and/or experts;
 - c. Temporarily deactivate or delete tenders;
 - d. restrict the use of the platform, in particular a company or an expert provisionally or definitively from access to the platform or individual functions;
 - e. restrict the Account for a limited period of time or permanently block it;
 - f. prohibit the company or the expert from using the Deletion of his account under his or any other name to register again.

These sanctions may be imposed by proINject without prior notice and without consulting the company or the expert even against the latter's express will. proINject shall inform the company or the expert of the relevant sanctions by e-mail.

- 6.3 proINject may permanently exclude a company or an expert from using the platform (permanent ban), in particular if
- a. supplied incorrect data or a necessary update of the data has not done so;

- b. transfers his account without authorisation; or
- c. other experts/companies or projects of a significant size damages, especially abuses services of proINject, e.g. by circumvention of the obligation to contract.

A permanent ban is also possible if there is another important reason.

- 6.4 After a company or an Expert has been blocked, there is no claim to the restoration of the blocked Account. As soon as companies or Experts have been blocked, they may not log in with another Account.

7. Granting of rights of use

- 7.1 Companies and experts grant proINject the simple, spatially and temporally unlimited, worldwide, transferable and sublicensable right of use to all content (e.g. logos, images, videos, texts) (hereinafter "**Content**") placed by them on the Platform. This includes in particular the right of reproduction, use, operation, copying, public presentation or display, distribution, modification, translation and creation of derived versions as well as the right of editing. proINject is in particular entitled to technically edit, prepare and adapt the Contents in such a way that they can also be displayed on mobile receivers or in software applications of third parties.
- 7.2 The granting of rights of use shall end when the Company or the Expert deletes its content or its account.
- 7.3 The Company or the Expert guarantees that they are each the owner of the rights transferred and that it is possible for them to effectively grant the rights specified in Section 7.1. The Company or the Expert also guarantee that the Content created or uploaded by them does not infringe any rights of third parties, in particular trademark, competition, copyright, property or personal rights.

8. Availability of the platform

proINject offers the platform subject to availability. proINject endeavours to keep the platform accessible at all times. Due to maintenance work, further development or malfunctions the usage possibilities may be limited or temporarily interrupted. This may also lead to loss of data under certain circumstances. Clauses 2.5 and 2.6 apply notwithstanding this.

9. Limitations of liability of proINject

- 9.1 Subject to the further provisions of this clause 9, proINject shall only be liable, if and to the extent proINject, its legal representatives, executives, employees or other agents are guilty of intent or gross negligence. In case of default of proINject or in case of impossibility of performance for which

proINject is responsible, as well as in case of breach of essential contractual obligations (so-called cardinal obligations), proINject shall be liable for any culpable behaviour of proINject or its legal representatives, executives, employees or other vicarious agents or subcontractors. Material contractual obligations are abstractly defined as those obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance Companies and/or Experts can regularly rely.

- 9.2 Except in cases of intent or gross negligence of proINject, its legal representatives, executives, employees or other vicarious agents, proINject's liability shall be limited to the amount of damages typically occurring at the time of conclusion of the contract.
- 9.3 The exclusions and limitations of liability regulated in the above clauses 9.1. and 9.2. shall not apply in case of assumption of explicit guarantees, in case of claims due to missing warranted characteristics and for damages resulting from injury of life, body or health as well as in case of mandatory legal regulations. Furthermore, the limitations of liability regulated in clause 9.2. shall not apply in case of a debtor's default of proINject for claims for default interest, for the default lump sum according to § 288 para. 5 BGB (German Civil Code) as well as for compensation for damages caused by default, which are based on legal costs.
- 9.4 Claims under the Product Liability Act shall remain unaffected by the provisions of this clause 8.

10. Indemnity

Companies and/or experts shall indemnify proINject from all claims of third parties, especially claims for copyright and personal rights violations, which should be raised against proINject in connection with the exercise of the contractual rights. Companies and/or Experts are each obliged to defend also unfounded claims of third parties with regard to the above mentioned rights. Companies and/or Experts shall inform proINject immediately about any impairment of the contractual rights. proINject shall be entitled to take appropriate measures to defend itself against claims of third parties or to pursue its rights. The Company's/Expert's own measures shall be agreed with proINject in advance. The indemnification shall also include the reimbursement of costs, which proINject incurs or has incurred due to a prosecution/defence. This shall not affect further claims for damages by proINject. As far as proINject is responsible for the infringement, claims against the Company/Expert shall be excluded.

11. Exclusion of foreign general terms and conditions, language, applicable law, place of jurisdiction, place of performance

- 11.1 The validity of general contractual or business conditions of the Company is expressly excluded. This shall also apply, if proINject has not explicitly objected to the Company's terms and conditions and/or provides services without objection.
- 11.2 The registration and all contracts between the Company and proINject can be concluded in German or English language. The valid contractual language shall be German.
- 11.3 These GTC and the contract of use regulated therein shall be governed by the laws of the Federal Republic of Germany, excluding the UN Sales Convention.
- 11.4 If the contractual partner is a merchant in the sense of commercial law or a legal entity under public law, the registered office of proINject shall be the exclusive place of jurisdiction for all legal disputes arising out of or in connection with these GTC. In all other respects, the statutory places of jurisdiction shall apply.
- 11.5 With respect to entrepreneurs in the sense of § 14 para. 1 BGB (German Civil Code) the place of performance shall be the registered office of proINject: Bochum.

12. Amendments to these GTC

Changes to these General Terms and Conditions must be made in text form. There are no subsidiary agreements.

Status: September 2020