

GENERAL TERMS AND CONDITIONS (GTC)

I. GENERAL PROVISIONS

§ 1 SCOPE

I. BHeads GmbH (hereinafter: “BetterHeads”), Mönchhofstr. 3, 69120 Heidelberg is the operator of the B2B internet platform www.betterheads.de (hereinafter: the “Platform”). The BetterHeads service offer is aimed exclusively at entrepreneurs within the meaning of § 14 (1) of the German Civil Code (BGB), natural persons of unlimited legal capacity and partnerships with legal capacity which carry out their commercial or independent professional activity on entering into a legal transaction. Agreements with consumers within the meaning of § 13 BGB shall not be concluded via the Platform.

These General Terms and Conditions (“GTC”) shall not apply for agreements between the users of the Platform amongst themselves and in relation to BetterHeads.

II. Service description

BetterHeads operates an online platform which provides a pool of qualified recruitment consultants (hereinafter: “Consultants”) whose recruiting success has already been proven and rated using submitted references. These references refer to recruitment over the last 24 months and are continually supplemented through the evaluation of agency agreements which have been processed through the Platform. Companies (hereinafter: “Clients”) which have to fill vacancies input the job profile into the Platform in an anonymised form and specify the criteria to be fulfilled by the Consultants (e.g. international search for candidates). The requirements are then matched with the data pool. A corresponding shortlist with the most competent Consultants is then drawn up in real time for the contract. The Client can then contact the suggested Consultants and ultimately issue the search contract to one Consultant.

§ 2 REGISTRATION AND MEMBERSHIP

I. The use of the Platform by Clients and Consultants is subject to registration on the Platform. This takes place through the registration process at www.betterheads.de.

II. Registration

After successful registration the member shall receive a confirmation email at the given email address. The members can then input the required information into their profile on the Platform. BetterHeads shall verify this information and then activate the profile for working on the Platform. By registering the members recognise the validity of these GTC and confirm at the same time that they have acknowledged and read the data protection statement.

III. Rights and obligations of the members

(1) General obligations

a. The member is responsible for his own login data (e.g. username, email address and password) and is obligated not to disclose these or make them accessible in order to prevent misuse of the account. He is also obligated to provide factually correct information and to immediately disclose any changes to BetterHeads.

b. The trading and commercial processing of information received through the Platform is strictly forbidden.

- c. When using the Platform, members must not use any mechanisms which could prevent the smooth operation of the Platform and its functions or which could cause any damage.
- d. The account is user-bound and must not be transferred without the express consent of BetterHeads.
- e. The members undertake not to implement any agreement initiated on the Platform outside of the Platform in order to avoid paying commission to BetterHeads (§ 3 Costs).

(2) Rights and obligations of Clients and Consultants upon the conclusion of an agreement

Agreements between Clients and Consultants are concluded using the Platform and shall correspond at least to the minimum requirements described below. Individual amendments and additions by the Parties are possible. The content of such amendments and additions must be immediately disclosed to BetterHeads. These amendments and additions shall then become a binding contractual component together with the General Terms and Conditions.

The minimum requirements of the agreement are as follows:

a. Object of the agreement

The Consultant is commissioned as part of an exclusive agency agreement to search for qualified employees for the Client, to recommend these to the Client and to assist with the selection and appointment process. As soon as the Client has received information which can identify the applicant, this shall be seen as an effective recommendation of a candidate by the Consultant.

b. Agency commission

The Client is obligated to pay commission to the Consultant as soon as an employment contract is concluded following a recommendation by a Consultant and the candidate takes up the position with the Client.

The commission is a percentage of the projected remuneration of the employee to be sought by the Consultant. Both the remuneration and the commission shall be determined by the Parties through information input onto the Platform.

The payment term (retainer) shall also be determined by the Parties through the Platform. The payment term shall initiate the issuing of the invoice which BetterHeads shall perform for the Consultant on their behalf (see also § 3 Costs).

Travel costs incurred by candidates and Consultants, as well as communication costs, shall be agreed individually by the Parties and settled via the Platform.

If a search is successfully ended prematurely, any remaining fees to be paid shall be due immediately. If an employment contract is concluded within 12 months of the Consultant recommending the candidate, the Parties shall assume that this came about as a result of the Consultant's recommendation. This assumption may be refuted by the Client.

The Client shall also be obligated to pay the commission if the employment contract is concluded after the contract has ended, but nevertheless comes about as a result of the Consultant's activity.

c. Timescale of the search

The planned timescale of the search may be stated via the Platform and implemented by the Parties.

d. Termination of the agreement

Provisions with respect to the termination of the agreement shall be agreed individually by the Parties. Without such a provision, the agreement may be terminated at any time without adherence to a notice period.

e. Subsequent recruitment obligation

The Consultant undertakes to repeat its activity for the Client without any claim to remuneration if a candidate placed by him leaves the company within 3 months (minimum term of the subsequent recruitment obligation) of starting for reasons which are personal to him. Operational reasons are excluded from this guarantee.

f. Client protection

The Consultant undertakes not to directly poach the Client's specialist and executive staff within the time period agreed between him and the Client of at least 12 months following the termination of the agency agreement.

g. Exclusivity of the contract

The Client shall forego similar activities and assure the Consultant with each awarded contract that the Consultant alone is entrusted with this contract.

(3) Rights and obligations of Consultants and companies with respect to BetterHeads

a. In the event of an agency agreement regarding the implementation of a search for a qualified employee, commission shall be due to BetterHeads (§3 Costs) which must be paid by the Consultant.

b. Corresponding commission shall also be due if the same Client and the same Consultant conclude additional follow-up contracts within 12 months of the agreement being concluded.

c. If a Client begins a search through the Platform and agrees with the Consultant on the conclusion of an agreement, the Parties are obligated to conclude this agreement exclusively via the BetterHeads Platform. The Client and the Consultant undertake not to implement any projects by avoiding the Platform and without paying any usage commission (§ 3 Costs) to BetterHeads. Providing too low a volume of orders in order to reduce the commission to BetterHeads also constitutes an avoidance of the Platform which is contrary to the agreement. There shall be a claim for full commission in both cases.

Irrespective of any claims for damages, the Parties undertake to pay a contract penalty in the amount of EUR 2,500 for each culpable breach of the above clause.

d. The claim to commission from BetterHeads shall not apply if the membership of a Consultant or a Client is terminated in spite of an agency agreement which has already been agreed but has not yet been completed in full.

§ 3 COSTS AND INVOICING

I. All costs presented in these GTC do not include statutory VAT.

(1) For the Client

The use of the Platform is free for the Client.

(2) For the Consultant

a. The use of the Platform by the Consultant is subject to the payment of usage fees. If a Consultant is displayed on the short list (selected list of suitable Consultants) during the Client's search and if the Client makes a contact request with respect to the Consultant, the Consultant shall be provided with the contact information following payment of the usage fee. The fee for transferring the contact information amounts to € 19 (nineteen euros).

b. Commission shall be due once the agency agreement has been issued by the Client. These costs shall be stipulated in the invoicing adopted by BetterHeads with which the Consultant declares his agreement in the procedure described below.

Invoicing and commission

i. BetterHeads is commissioned by the Consultant to implement the invoicing on behalf of the Consultant. The invoices shall be issued with the tax identification number, the invoice number and the Consultant's account details. The invoice sums shall be transferred to the Consultant's account.

ii. For the invoicing, BetterHeads shall use the payment terms and outstanding receivables which the Consultant has agreed with the Client. The payment terms and outstanding receivables result from the events logged on the Platform upon the conclusion of the agency agreement which would require payment to the Consultant (retainer).

iii. BetterHeads shall receive commission as payment for bringing the Client and Consultant together. The commission amounts to 10% of the receivables invoiced for the Consultant and shall be due and settled with the invoicing stated in i. and ii. BetterHeads shall issue a proper invoice to the Consultant for the commission payment.

iv. BetterHeads reserves the right to return the invoices adopted on behalf of the Consultant back to him.

II. FINAL PROVISIONS

§ 4 Liability

I. BetterHeads does not accept any liability with respect to the legal relationship between the members (Clients and Consultants) resulting from an agency agreement.

II. BetterHeads does not accept any responsibility for the confidential treatment of members' data which was forwarded to other members of the Platform.

III. The member of the Platform shall indemnify BetterHeads from all damages which they inflict on other members or third parties as a result of breaching their rights or other legal breaches. BetterHeads shall not be liable for damages resulting from the misuse or loss of email addresses, usernames and passwords.

IV. BetterHeads provides the Platform on the internet, meaning that the accessibility is naturally subject to fluctuations which cannot be controlled by BetterHeads. A specific availability of the Platform can therefore not be promised or guaranteed. BetterHeads also reserves the right to temporarily take the Platform offline for maintenance purposes.

V. BetterHeads shall not be liable in the event of violence, strikes, lock-outs, breakdowns or external impairments affecting the functionality of the Platform.

VI. BetterHeads cannot guarantee that information and files are free of viruses and will not cause damage to members' computers. Opening of files shall take place at the members' own risk.

VII. Direct or indirect references to links which lie outside of the area of responsibility of BetterHeads shall only result in obligations of liability if BetterHeads was aware of the contents and if it was technically possible and reasonable to prohibit the use in the event of illegal content.

§ 5 Changes to the GTC

I. BetterHeads shall promptly inform the member of any changes to the GTC, including the data protection statement. If the member does not object to the change within a period of 14 days, beginning with the day on which the change notification takes place, the amended GTC shall be considered approved by the member. If the member does not agree to the change, BetterHeads reserves the right to terminate the user's membership.

II. Any changes and/or additions indicated in these General Terms and Conditions require the written or text form to be effective. This also applies to revocation of the written form requirement.

§ 6 Termination

I. Members (Clients and Consultants) and BetterHeads may end the usage possibilities for the Platform at any time and terminate their membership with the Platform. BetterHeads shall terminate a membership in particular if a Consultant has registered on the Platform on both sides of the Platform (Consultant and company login).

II. Any termination must be made in writing in order to be effective (e.g. email, fax or letter).

III. A termination shall not affect a remuneration claim from BetterHeads which has already arisen. An agency agreement which has already been concluded between a Client and a Consultant shall be completed despite the termination of the membership.

§ 7 Severability clause

If any provision of these GTC proves to be invalid or impracticable, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by another provision, which reflects the intended economic purpose of the invalid provision.

§ 8 Applicable law, place of jurisdiction and language

I. This agreement shall be exclusively subject to German law excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

II. The courts in Heidelberg shall have sole jurisdiction for disputes arising from or in connection with these GTC if the contracting party is an entrepreneur or has no fixed residence in Germany, if he has moved his residence or usual abode abroad following these GTC coming into effect or if the residence or usual abode of the respective contracting party is unknown at the time of the action being taken.

III. If the member is an entrepreneur within the meaning of the German Commercial Code, a special fund under public law or a legal entity under public law, Heidelberg shall be the sole place of jurisdiction for all disputes resulting from these GTC.

IV. The language of the agreement is German. The versions of these GTC and other documents drafted in German shall determine the relationship of the member with respect to BetterHeads. The member agrees that any possible translations into other languages are only provided for user-friendliness.