

GENERAL TERMS OF BUSINESS FOR PERMANENT AND TEMPORARY PLACEMENTS

1.0. SCOPE OF VALIDITY

All placement services for which jmk-consulting is hired by the Client shall be provided under the General Terms of Business described below. Any conflicting business terms or those differing from the General Terms of Business set out here shall require a written declaration in cases of doubt otherwise they shall not be recognized.

2.0. SUBJECT OF CONTRACT

jmk-consulting places experts in IT and Digitalization on a permanently or temporary basis.

3.0 PROVISION OF INFORMATION

In order to enable jmk-consulting to locate suitable Candidates the Client will promptly provide the following information to jmk-consulting:

3.1 An executive summary of the Client incl. its areas of operation, samples of their work, etc.

3.2 A detailed description of the Position including salary, benefits, conditions of employment, place of work and any other relevant considerations.

3.3 A detailed description of the desired applicant.

3.4 Background information detailing the terms on which the Candidate would be engaged.

The performance by jmk-consulting of its obligations under this Agreement is conditional upon receipt of the above and changes in these requirements must be notified in writing as soon as practicable.

4.0 OBLIGATIONS OF JMK-CONSULTING

jmk-consulting will use its best endeavours to locate a suitable Candidate and present this Candidate to the Client. jmk-consulting will use its skill, experience in recruitment and human resources as well as industry knowledge to locate, screen and interview Candidates. jmk-consulting may undertake searches for Candidates directly or may outsource this role to third-parties or networks.

5.0. CLIENT'S FEE FOR PLACEMENTS

Should the contact initiated by jmk-consulting lead to a permanent or temporary employment with the Client or affiliated companies of the Client a fee shall become payable to jmk-consulting for its recruitment activities. The right to this fee arises on account of jmk-consulting having established the contact. In such cases it suffices if the placement i.e. the communication of the Candidate's contact data to the Client or the referral of the Candidate to the Client, or the mutual introduction of Client to Candidate/Candidate to Client, was at minimum a contributory factor leading to the employment relationship. jmk-consulting shall also be entitled to a fee if the Candidate is employed for an activity other than that for which he/she was originally recommended by jmk-consulting. The time period during which jmk-consulting is entitled to a placement fee extends to 24 months after the first contact

has been made between the Client and the Candidate.

6.0 FEES In consideration of its services under the Agreement the Company agrees to pay the placement fee such fee being payable within 14 days of becoming due.

6.1 FOR PERMANENT PLACEMENTS

- For the first placement in a year 30% of the Candidate's annual salary plus VAT at Sign On
- For the second placement in a year 25% of the Candidate's annual salary plus VAT at Sign On
- For the third and each following placement in a year 20% of the Candidate's annual salary plus VAT at Sign On

The annual salary is based on gross earnings in the first year of the employment relationship (incl. bonuses and other non-pecuniary benefits).

6.2 FOR TEMPORARY PLACEMENTS

The Client agrees to pay an hourly rate for the freelancer/subcontractor of jmk-consulting depending on the project, necessary skillset and expert level of the Candidate. This rate and other services will each be clarified in an individual project contract.

7. EXCLUSIVITY

7.1 The Recruiter's Fees are still payable notwithstanding the subsequent Presentation of the Candidate to the Company by Another Agent.

7.2 The Recruiter's Fees are still payable notwithstanding the subsequent application of the Candidate to the Company directly.

7.3 The Recruiter's Fees are not payable if the Candidate had already been presented to the Company (directly or by another agent). The Company therefore undertakes to inform the Recruiter within seven days of learning the Candidate's name if that Candidate had already been Presented directly or by Another Agent. Failure to comply with this requirement shall constitute a waiver of rights under this clause by the Company.

8.0. CONFIDENTIALITY

Both parties acknowledge during the term of this agreement they will be made aware of certain information pertaining to the other party's business that is considered confidential. The parties agree to keep all information confidential, and not to provide the public with any information not previously released as public. Upon request, all confidential documentation shall be returned to the rightful owner.

The Client is not authorized to disclose to third parties any knowledge that, in connection with this contract, the Client has acquired about the Candidate presented by jmk-consulting. If the disclosure of information, made in violation of this provision, results in the conclusion of a contract between the Candidate presented by jmk-consulting and a third party, the Client is obliged to pay the

placement fee equivalent to the fee lost by jmk-consulting. jmk-consulting also reserves the right to make claims for damages that exceed this amount.

9.0. CONCLUDING TERMS

9.1. SEVERABILITY CLAUSE

If one of the provisions of these General Terms is or becomes entirely and partially invalid, it will not affect the validity of the other provisions or parts thereof.

9.2. PLACE OF JURISDICTION

In cases where the Client's place of general jurisdiction is outside the Federal Republic of Germany or where the Client is a businessperson, a legal entity under public jurisdiction or a separate estate under public jurisdiction, the sole place of jurisdiction shall be the premises of jmk-consulting. jmk-consulting also reserves the right to bring legal action against the Client at its place of general jurisdiction.

9.3 VARIATION

Any variation to this Agreement shall be made in writing and signed by both Parties. The terms of the Agreement shall be deemed to be binding on both Parties based on their respective conduct notwithstanding any error or defect in the execution of the Agreement.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement.

DATE | SIGNATURE

Jana Knetschke

jmk-consulting

CEO

DATE | SIGNATURE

Name

Company

Position