

TERMS AND CONDITIONS

- Synmatch.ai -

These Terms and Conditions (the "Terms") apply to the use of the Synmatch.ai platform (the "Platform"), a service operated by WorkMotion Software GmbH, Richard-Ermisch-Str. 7, 10247 Berlin, Germany (VAT ID: DE333428822; HRB 219211 B, AG Charlottenburg) (hereinafter referred to as "Synmatch", "we," or "us"). The Platform is accessible to two distinct user groups: (1) Companies accessing the Platform to view and evaluate Candidates for potential employment (hereinafter "Clients"); (2) Individuals applying for jobs, submitting data, and participating in AI-based evaluations for inclusion in the Synmatch Marketplace (hereinafter "Candidates"). You and Synmatch may be individually referred to as a "Party" and collectively as the "Parties".

1 Scope of Services

1.1 Synmatch provides Clients with access to structured, AI-supported candidate profiles. Profiles may include CVs, interview transcripts, voice and speech pattern analysis, and AI-generated scores. Clients may employ Candidates presented through Synmatch exclusively via WorkMotion's EOR or WorkDirect service, unless otherwise agreed in writing.

1.2 By registering on Synmatch.ai, Candidates may submit their profile data, complete AI-based interviews, and be considered for inclusion in the Synmatch Marketplace. This profile may be shared with potential employers who are Clients of Synmatch.

2 Candidate Terms

2.1 Candidates must be 18 years or older and legally allowed to work in relevant jurisdictions.

2.2 Candidates confirm that all data submitted is complete and truthful. Any fraudulent data may result in removal.

2.3 You will be asked for your consent when submitting data and taking part in the interview process.

2.4 Inclusion in the Marketplace does not guarantee interviews, employment, or Client contact.

2.5 Candidates who do not meet a minimum scoring threshold during AI evaluation may be excluded from the Synmatch Marketplace. Synmatch reserves the right to review and adjust inclusion policies at its discretion.

3 Client Terms

3.1 Clients agree to use Synmatch solely for legitimate hiring purposes and may not use platform data for commercial resale or extraction.

3.2 Non-Circumvention and Synmatch Engagement Requirement

3.2.1 Clients accessing candidate profiles through Synmatch.ai agree that any Candidate identified, introduced, or evaluated through the platform shall only be engaged through WorkMotion's Employer of Record (EOR) services, unless otherwise expressly authorized in writing.

3.2.2 Clients shall not solicit, hire, or contract directly with any candidate introduced via Synmatch.ai, nor shall they attempt to circumvent the platform or the Synmatch service model for the purpose of avoiding service fees or contractual obligations.

3.2.3 This obligation applies for a period of 12 months from the date a candidate's profile was first shared or matched through the Synmatch.ai platform.

3.2.4 Breach of this clause may result in:

- (i) Immediate termination of access to the platform
- (ii) Payment of a penalty fee of up to EUR 15,000 (fifteen thousand euros) per Candidate. The Parties agree that this fee reflects a reasonable estimate of anticipated damages but acknowledge that a competent court may assess the appropriateness of the amount on a case-by-case basis.
- (iii) Additional remedies under applicable law

4 Fees

4.1 Fees for using the Synmatch platform or hiring Candidates are outlined in individual agreements between Synmatch and each Client.

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

5 Payment Modalities

5.1 **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.

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

5.3 **Late payment:** The Client acknowledges and agrees that Synmatch 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 Synmatch 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 Synmatch and such default requires Synmatch 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 Synmatch may add such reasonably invested additional time to the overall calculation of interest.

6 No direct engagement with Partner in Destination Country

6.1 While using the Synmatch service, the Client agrees not to directly engage, employ, or contract with any Candidate introduced, matched, or evaluated through the Synmatch Platform, except via WorkMotion's Employer of Record ("EOR") or WorkDirect services, unless explicitly approved in writing by WorkMotion. This restriction includes, but is not limited to, engaging Candidates through other employment service providers, entering into direct contracts, or facilitating any form of indirect engagement intended to circumvent the Synmatch process or avoid associated service fees. The Parties acknowledge that this restriction is fundamental to the integrity of Synmatch's business model and commercial terms.

6.2 The obligation to desist from mandating Candidates directly through Synmatch's Partners as per the paragraph hereinabove, shall survive twelve (12) months after the expiration or effective termination of these Terms & Conditions.

6.3 In the event of a culpable breach (*schuldhafte Verletzung*) of the Client's obligations under this Section 6, the Client shall pay to Synmatch a contractual penalty in the amount of EUR 10,000.00 (in words: ten-thousand Euros) per breach.

7 Limitation of liability

7.1 Synmatch shall be unrestrictedly liable for any damage caused by intent or gross negligence. In the event of a slightly negligent breach of a major obligation (*Hauptpflicht*) or an accessory obligation (*Nebenpflicht einschließlich Nebenleistungspflichten*), whose breach puts the achievement of the contractual purpose at risk or whose fulfilment is essential to the due and proper implementation of these Terms & Conditions and on whose fulfilment the Client could reasonably rely ("**Essential Obligation**" – *Kardinalpflicht*), the liability of Synmatch is limited to damage foreseeable at the time of conclusion of these Terms & Conditions and characteristic for such agreement (*vertragstypischer vorhersehbarer Schaden*). Synmatch is not liable for negligent breaches of accessory obligations that are not Essential Obligations. The limitation of liability under this Section applies accordingly to the liability of Synmatch (i) for reliance damages (*vergebliche Aufwendungen*) and (ii) in the event of initial impossibility if Synmatch was unaware of the impediment to performance due to slight negligence. The above exclusions and limitations of liability shall not apply to the extent Synmatch 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 Synmatch is excluded or limited, this shall also apply to the personal liability of Synmatch's employees, staff, members, representatives, and vicarious agents.

7.2 Except for Synmatch's unrestricted liability for any damage caused by intent or gross negligence, as set forth hereinabove, the Parties agree that Synmatch's liability towards the Client under these Terms & Conditions shall in any case not exceed the fees paid by the Client to Synmatch within the last twelve months of the use of the service, in total.

8 Disclaimer of Warranties and Limitations

8.1 The Synmatch Platform including its AI-based interview and evaluation features is provided "as is" and "as available." We do not guarantee that the Platform will be uninterrupted, error-free, or available at all times. Access may be temporarily suspended for maintenance, technical issues, or reasons beyond our control.

8.2 We do not make any warranties, express or implied, regarding the accuracy, completeness, or suitability of:

- (i) any Candidate data, including CVs, recordings, transcripts, or AI-generated scores;
- (ii) any Client-supplied information, job descriptions, or role requirements; or
- (iii) the outcomes of any Candidate evaluation, match, or hiring decision.

Synmatch relies on the input data submitted by Candidates and Clients. We are not responsible for verifying the truthfulness, completeness, or legality of any such data.

Use of the Platform and its outputs is at the sole risk of the Client and the Candidate.

9 Force Majeure

If either Party's ability to perform any of its obligations under these Terms & Conditions is adversely affected by circumstances beyond the reasonable control of that Party, such as fire, accident, flood, war, act of terrorism, failure of public utilities, omission or any act, exercise, labor or civil disturbance, allegations or demands of governmental authorities, epidemics/pandemics or destruction of facilities ("**Force Majeure**"), the affected Party shall immediately notify the other Party of such Force Majeure event and use all reasonable efforts to resume performance of its obligations. Neither Party shall be liable for any failure or delay in its performance under these Terms & Conditions due to a Force Majeure event.

10 Data Protection

Each Party shall comply with all applicable data protection/ privacy laws and regulations governing the protection of personal data (including the EU General Data Protection Regulation ("GDPR") to the extent applicable) in relation to their respective obligations under these Terms & Conditions. The Parties shall enter into a separate data protection agreement regarding the compliance with applicable data protection/ privacy laws, including GDPR.

11 Term and termination of these Terms & Conditions

11.1 These Terms & Conditions come into effect upon acceptance of these Terms & Conditions by the Client and shall remain in force for an indefinite period of time.

11.2 Either Party may terminate the Parties' these Terms & Conditions by sending to the other Party a three (3) months' notice effective as of the last day of the then current calendar month (three months ahead). The statutory right to an extraordinary termination for cause with immediate effect remains unaffected. Clients must cease use of Candidate data after termination. Candidates may request profile removal at any time.

12 Indemnification

The Client agrees to indemnify and hold Synmatch and its parents, subsidiaries, Partners and affiliates and their respective officers, agents, directors, and

employees harmless from and against any and all Candidate 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 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.

13 Final provisions

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

13.2 The Client is only entitled to off-setting rights insofar as its claim is legally established (*rechtskräftig festgestellt*) or undisputed. The same applies to the right of retention, the effective exercise of which is also dependent on the fact that the counterclaim of the Client is based on the same contractual relationship.

13.3 These Terms & Conditions (including its recitals and any attachments, exhibits, annexes and schedules hereto, all of which are incorporated herein by reference) sets forth the entire agreement between the Parties and concerning the subject matter hereof, and supersedes all prior agreements, negotiations, representations, and discussions, written or oral, express or implied, between the Parties in relation thereto.

13.4 These Terms & Conditions shall apply in place of and prevail over any terms and conditions contained or referred to in any communication from the Client or implied by trade, custom and practice or course of dealing. Any variation of these Terms & Conditions (including any special terms and conditions agreed between the Parties) shall be inapplicable unless agreed in writing by Synmatch.

13.5 These Terms & Conditions shall be governed by German law, excluding the United Nations Convention on the Contracts of the International Sale of Goods (CISG). To the extent that a choice of legal venue is permissible, the relevant court of Berlin, Germany, shall enjoy an exclusive jurisdiction for any disputes between the Parties resulting from or in connection with these Terms & Conditions and the relevant court of Cologne, Germany, shall enjoy an additional jurisdiction for all payment claims resulting from or in connection with these Terms & Conditions.

13.6 Should any provision of these Terms & Conditions be or become invalid in whole or in part, the other provisions shall remain in force. The Parties shall in mutual good faith consultations replace the invalid provision by a valid provision which accomplishes as far as legally possible the economic purposes of the invalid provision.

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

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