

General Terms and Conditions for the use of the kununu Top Company seal

Recitals

The offer to provide the kununu Top Company seal and any accompanying services (hereafter collectively referred to as 'Top Company seal') is intended exclusively for business clients.

The contract is concluded with New Work SE, Am Strandkai 1, 20457 Hamburg, Germany. Additional contact information, commercial registry data, as well as the name of the authorised representative of New Work SE can be found under "About this site" on www.xing.com.

1. Subject matter

1. When meeting the criteria for the Top Company seal, the Customer can use the Top Company seal for internal and external employer branding promotion. The Top Company seal is awarded annually and displayed digitally in public company profiles provided by New Work SE and in the Customer's Employer Branding Profiles on kununu and/or XING. Following purchase, the Customer can use the Top Company seal publicly in its own digital and physical promotional material, and in any accompanying physical employer branding promotional material.
2. The exact extent to which the Top Company seal can be used depends on the specific product description valid at the time of conclusion of contract, and on these General Terms and Conditions. Certain free or paid accompanying services from New Work SE may also form part of the agreement.

2. Scope of use

1. When meeting the criteria for the Top Company seal and following conclusion of an agreement, the Customer acquires the right to use the annually awarded Top Company seal, in unmodified form and without temporal limitation, in its promotional material. The Customer is not entitled to edit, redesign or otherwise amend the Top Company seal. Any additional use of the New Work SE brands, logos and company signs is prohibited.
2. Under the terms of this agreement, only the Customer is permitted to use the Top Company seal. Unless otherwise contractually agreed upon, third parties, particularly the Customer's affiliates and its employees, are not covered by the rights of use granted within the scope of this contract.
3. In addition to the provisions of these General Terms and Conditions, New Work SE reserves the right to take action if it suspects any misuse or major contractual breaches and, in the event of a justified suspicion, to block the Customer - at least until the Customer has rectified said suspicion - from accessing the Top Company seal and/or to delete content or the awarded Top Company seal posted by the Customer. In the event of particularly serious contractual breaches, New Work SE is entitled to terminate the contractual relationship without notice.
4. New Work SE accepts no responsibility for content, data and/or other information provided by customers or other third parties, or for content on linked external websites. In particular, New Work SE does not warrant or represent that said data or other information fulfils a particular purpose or may serve such a purpose.
5. Specific limitations and requirements apply to the use of Employer Branding Profiles and accompanying services. More information about this is provided in the product description and applicable General Terms and Conditions for Employer Branding Profiles (available at <https://www.xing.com/terms>).

3. Awarding of the Top Company seal

1. New Work SE awards the Top Company seal to companies that meet criteria such as a minimum kununu Score and minimum number of employer reviews on www.kununu.com. The Top Company seal is an accolade for employers that provide their employees with an excellent working environment, in turn contributing to their satisfaction.
2. New Work SE updates annually the criteria which must be met to receive the Top Company seal; quantitative

and qualitative changes or additions are permitted during the term of the agreement. Further details are available in the product description and the criteria description (in German):

<https://arbeitsgeberportal.kununu.com/top-company-siegel-box/>

3. New Work SE awards the Top Company seal to companies at the end of a year having met the necessary criteria, and is then applicable to the subsequent year. When awarded, the Top Company seal is visible in public New Work SE company profiles and in Employer Branding Profiles.
4. If a company meets the Top Company seal criteria during the course of a year, the Top Company seal will be awarded at the time of meeting the requirements.
5. During the term of contract and while meeting the Top Company seal criteria, the Customer will receive a link each year to download their company's Top Company seal provided by New Work SE for their own use. The accompanying physical promotional material will be sent to the Customer afterwards by post.

4. Changes to scope of use or general design

1. New Work SE reserves the right to make changes to the scope of use of the Top Company seal, its general design, and its integration in public New Work SE company profiles and/or Employer Branding Profiles on kununu and XING and accompanying services, or to offer alternative services, as long as this is not unreasonable for the Customer.
2. The Customer understands that it is not entitled to additional uses, designs or functionality than that stipulated by New Work SE.

5. Term of contract

1. This agreement will run for an indefinite period of time.
2. This agreement ends automatically without the need for termination if the Customer does not meet the annual criteria for being awarded the Top Company seal. New Work SE will notify the Customer by e-mail if this is the case.
3. Either Party may terminate the agreement without stating a reason with a notice period of three months to the 30th of November of a given year. This does not affect either Party's right to termination for cause.
4. Terminations must be submitted in writing or in text form (by e-mailing bestellsupport@kununu.com).

6. Other obligations of the Customer

1. The Customer is obliged to observe all applicable laws and all rights of third parties when using the rights and entitlements it has been granted. When adding own or other content with the Top Company seal, the Customer must ensure that it does not violate applicable law, the rights of third parties, or in any other way compromise the reputation of the products or New Work SE.
2. The Customer must inform New Work SE without delay should there be any important changes to the status of the Customer which could be relevant to the contractual relationship.
3. The Customer may only transfer contractual rights to third parties with prior written consent from New Work SE.

7. Availability

1. The Customer acknowledges that it is not technically possible to make the Top Company seal and/or public New Work SE company profiles and/or Employer Branding Profiles and accompanying services available 100% of the time. However, New Work SE endeavours to keep the aforementioned available without interruption to the best of its ability. In particular, maintenance, security and capacity requirements, or events beyond the control of New Work SE (such as interruptions to public communication networks, loss of power, etc.) could lead to brief interruptions or to temporary unavailability.
2. Any claims against New Work SE arising from adverse effects and/or interruptions, irrespective of the legal basis, are excluded to the extent permissible by law.

8. Fees and billing

1. Fees are immediately payable in advance at the time of invoice issue. Payment can be made with any of the

means of payment offered.

2. Any payment instalments agreed between New Work SE and the Customer remain unaffected by the provisions set out in Section 8.1.
3. New Work SE reserves the right to amend the fee, to be effective as of the following year of the term of contract. New Work SE shall notify the Customer of any fee change in the invoice sent to the Customer. In the event of a price increase, the Customer is entitled to submit to New Work SE within four weeks of the date of invoice a written declaration of withdrawal from the agreement with retroactive effect from the date of invoice.

9. Indemnity

1. The Customer shall indemnify and exempt New Work SE from all actions, including damage claims, asserted by third parties against New Work SE which are related to the Customer's infringement of rights, the Company's violation of its contractual obligations, or the Customer's breach of pertinent data protection regulations.
2. Furthermore, the Customer shall assume all reasonable costs (including legal-defence costs) that New Work SE may incur in the event that a third party initiates or takes legal action (in or out of court) against New Work SE as a result of the Customer's violation of rights, the Customer's violation of its contractual obligations, or the Customer's breach of pertinent data protection regulations.
3. All other rights, including damage claims by New Work SE, are hereby unaffected.
4. The aforementioned obligations of the Customer shall not apply to the extent the Customer is not responsible for the infringement.

10. Liability

1. In the event of intent or gross negligence, the Parties shall be liable without limitation for all damages in connection with rendering the contractual services.
2. In the event of ordinary negligence, the Parties shall be liable without limitation for damages resulting from injury to life, limb or health due to fraudulent conduct, assumption of a guarantee, liability for initial inability or impossibility of performance for which it is responsible, and for any claims arising in connection with the German Product Liability Act.
3. Furthermore, the Parties shall only be liable if there is a breach of a cardinal obligation under this agreement. The concept of cardinal obligation refers abstractly to such obligations, which, when fulfilled, make it possible for the contract to be properly carried out. The other Party to the agreement can rely on the fact that these obligations are complied with. In such cases, liability is limited to typical and foreseeable damages.
4. If the Parties' liability is excluded or limited based on the aforementioned provisions, this shall also apply to the Parties' vicarious agents.
5. The contractual parties shall not be liable to one another in the event of non-compliance of contractual duties due to circumstances over which it has no influence. This applies in particular to cases of force majeure.

11. Non-utilisation and reimbursement of advance payments

1. Non-utilisation of a Top Company seal during the contractual term does not constitute grounds for reimbursement, a price reduction or extension beyond the given contractual term.
2. The Customer cannot make a claim for reimbursement of advance payments in the following cases:
 - If New Work SE terminates the agreement for cause
 - If New Work SE imposes one or more of the sanctions in accordance with Section 2.3, or
 - If the Customer terminates the agreement.
3. The Customer's entitlement to claim reimbursement of advance payments is not excluded, however, if the Customer terminates for cause attributable to New Work SE.

12. Final provisions

1. New Work SE may employ subcontractors. In the event that subcontractors are employed, New Work SE remains responsible for fulfilling the obligations taken on by New Work SE. New Work SE is entitled to transfer rights and obligations to third parties, in whole or in part.
2. New Work SE reserves the right to amend these General Terms and Conditions at any time, without giving reasons, unless an amendment is unreasonable to the Company. New Work SE will give the Company due notice of any amendments to these General Terms and Conditions. If the Company does not object to the

applicability of the revised General Terms and Conditions within six (6) weeks of receipt of said notice, the amended General Terms and Conditions shall be deemed to be accepted by the Company. New Work SE shall inform the Company of its right to object and of the relevance of the objection deadline in said notice.

3. The sole place of jurisdiction and place of performance is Hamburg, Germany.
4. German law is applicable, excluding international private law and provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
5. If any provision of this agreement is or becomes invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.