

A. General Section

1. Contracting parties

1.1.

These General Terms and Conditions of Business (hereinafter referred to as "GTC") apply to all contracts between The Stepstone Group Deutschland GmbH, Völklinger Straße 1, 40219 Düsseldorf, Germany, and the Customer and govern all aspects connected with the performance of services between the parties.

1.2.

Stepstone's commercial offers within the meaning of section B. of these GTC are exclusively directed at companies within the meaning of § 14 BGB (German Civil Code) and/or persons who are considered merchants within the meaning of § 1 HGB (German Commercial Code) or legal entities under private law or public law.

2. Subject matter of the contract

2.1.

The subject matter of the contract is the content of the respective order confirmation from Stepstone with the documents referred to therein, including the GTC in the version valid at the point of the conclusion of the agreement.

2.2.

Any of the Customer's contractual terms that deviate from/contradict these GTC shall not be recognised, regardless of whether they represent a substantial amendment of the order confirmation. Any varying stipulations shall only apply if Stepstone expressly agrees to them in writing.

3. Conclusion of contract

3.1.

By clicking on the order button (labeled "Order now" or similar) on Stepstone's homepage and declaring his or her agreement to Stepstone's general terms and conditions as well as data protection guidelines, the customer submits a binding offer for the conclusion of a contract. The conclusion of the contract is subject to the condition that the customer has the required credit standing and that Stepstone accepts the offer. The offer is considered accepted if Stepstone begins with the execution of the contract and/or the customer receives an confirmation of the order.

3.2.

If the parties enter into a contract by telephone, the Customer receives a written confirmation by e-mail including the terms and conditions agreed by telephone. No further declarations by the parties are required.

3.3.

3.3.1. A contract shall also come into effect if Stepstone receives a Stepstone order form signed by the Customer by post, fax, e-mail or other electronic form or Stepstone provides written confirmation in a different form on the basis of the order form.

3.3.2.

If the Customer changes the content of Stepstone order forms, this shall be deemed to be a new offer by the Customer; in this case the contract will only be concluded if it is expressly accepted by Stepstone. The provision of a service will not be deemed to be implied acceptance of the amended contractual offer.

4. Description of service

4.1.

The description of the respective service on offer is set out in [Part B](#) of these GTC.

4.2.

The contract entitles Stepstone to use the Customer data and data produced in the course of the business relationship to analyse trends and create overviews, and also to publish this data in an anonymised form. Stepstone is obligated to comply with the applicable data protection regulations.

4.3.

Stepstone is entitled to modify the design and forms of presentation of its operated Internet platforms at its own discretion at any time. Stepstone is entitled to change, supplement or switch off individual functionalities and contents of its services as long as this does not impair essential performance obligations of Stepstone towards the customer.

In this respect, Stepstone is in particular entitled to carry out regular tests on its websites. In doing so, tests are carried out to determine which presentation methods, product changes or services are better accepted by users and customers. As a rule, Stepstone will not inform the customers in advance about such tests. In principle, however, the customer also has no right to object to the performance of a test.

5. Payment agreements, settlement of costs and right of retention

5.1.

Invoicing shall take place upon conclusion of the contract, unless otherwise agreed in the individual contract. All prices are exclusive of the statutory value added tax. Stepstone reserves the right to demand advance payments from the customer.

5.2.

Unless otherwise agreed, the payment claim shall become due upon conclusion of the contract and shall be paid by the customer within a period of 10 days after invoicing.

5.3.

In the event of default of payment, Stepstone is entitled to withhold services in full or in part until payment has been made in full. This will not apply if the Customer has right of retention. If, in the case of agreed payment by instalments, an instalment is not paid within 30 days of the due date, the total remaining amount will be payable immediately; the right of retention set out in sentence 1 shall apply accordingly.

5.4.

We will only accept payment by bank transfer from abroad if the Customer simultaneously assumes liability for all bank charges incurred.

5.5.

Payments from the Customer will in all cases be set off against the oldest existing claim.

5.6.

We reserve the right to send invoices and all correspondence related to invoices, such as but not limited to payment reminders, solely in the form of an e-mail attachment. To this end, the Customer undertakes to provide a current e-mail address for correspondence and to promptly notify Stepstone of any changes to the e-mail address.

6. Basis for the cooperation

6.1.

The Customer's rights under the contract are non-transferable and non-assignable. The contract may only be transferred to a third party subject to written agreement from Stepstone.

6.2.

The Customer undertakes to provide Stepstone in good time with all information and documents that are necessary and appropriate for the performance of the contractual services. Additional cooperation duties of the Customer are set out in [Part B](#) of these GTC in accordance with the respective product-specific description of services.

6.3.

The customer ensures that all content published by him on Stepstone's websites or submitted to Stepstone for publication is neither immoral, illegal, nor unlawful and does not violate the rights of third parties. By placing the order, the customer confirms in particular that he/she has the necessary rights of use that are required to cause the content submitted to be posted and published. Stepstone is not obligated to review or store the content or other material provided by the customer. The customer shall compensate Stepstone for any damages resulting from a violation of this provision upon first request. If a third party asserts a claim against Stepstone due to a breach of an obligation within the meaning of this section, Stepstone will inform the customer thereof. In such a case, the customer shall support Stepstone in defending such a claim.

6.4.

In order to further develop our services, especially with regard to industry-specific trends and the proactive response to market changes, Stepstone regularly carries out tests. Thereby it is tested which presentation methods, product changes or services are better accepted by Users and Customers. Generally, Stepstone will not inform Customers in advance about such tests. In principle, the Customer also has no right to object to the performance of a test.

6.5.

Both parties shall make reasonable efforts to ensure uninterrupted operation of their respective Internet platforms and systems. However, it cannot be guaranteed that the Internet platforms and systems will not experience any interruptions in operation. In particular, service disruptions and downtimes may occur due to maintenance work.

7. Content Noticing System and Moderation

7.1.

As part of its legal obligations, Stepstone has introduced an electronic notification and complaint procedure to review suspected illegal content published by third parties on the platform operated by Stepstone. In this respect, users of our platform are free to report third-party content if they are convinced that the notified content is a violation of legal regulations (illegal content) and/or the published content violates our general terms and conditions and/or terms of use.

7.2.

If, after reviewing a notification, it is determined that the reported content does not comply with the applicable legal requirements and/or violates the provisions of these General Terms and Conditions, Stepstone reserves the right to block, remove or otherwise restrict access to the notified content ("moderation measure"). The same applies to content that Stepstone categorises as illegal and/or in conflict with the General Terms and Conditions on the basis of a voluntary investigation and review. However, Stepstone is not obliged to review the content provided in general.

7.3.

Stepstone reserves the right to suspend the processing of a notification if, after careful examination of all circumstances, it is obvious that the reporting person has engaged in abusive behaviour. Such misuse exists in particular if the reporting person repeatedly uses the reporting function for a large number of cases and the review by Stepstone shows that there is no justified reason for the report. Stepstone will inform the reporting person, as far as technically possible, about the suspension of processing.

8. Complaints procedure after moderation decision

8.1.

If the person or organisation concerned does not agree with a decision made on the basis of a report via the notification function set up, they generally have the option of submitting a complaint via the internal complaints management procedure set up by Stepstone. The same applies to moderation measures taken on the basis of a voluntary review of the content provided.

8.2

Access to the complaints procedure is available to persons and organisations ("complainants") who have reported allegedly unlawful content, but no moderation measures have been taken by Stepstone. There is also access in cases in which the complainant is affected by a specific moderation measure, such as the temporary removal of published content.

8.3.

The person affected have the right to file an internal complaint for a period of six months from the date of Stepstone's decision on the reported content.

8.4.

Stepstone reserves the right to suspend the processing of a complaint if, after careful consideration of all circumstances, it is obvious that the complaint is being abusively filed by the complainant. In particular, such abuse occurs where the complainant repeatedly raises the complaint for a large number of cases and Stepstone's review shows that there is no legitimate reason for the complaint. Stepstone will, to the extent technically feasible, inform the complainant of the suspension of processing.

9. Registration and login

Insofar as the customer registers for the use of a service on the websites operated by Stepstone.

9.1.

To provide all data requested for registration completely and truthfully,

9.2.

adequately protect access data and content from unlawful access by third parties,

9.3.

Keep passwords secret and secure the registered account from unauthorized access by third parties,

9.4.

Stepstone immediately if the customer suspects unauthorized access to the registered account and/or if there are indications of such access.

10. Copyright and other intellectual property rights

10.1.

This contract does not contain any transfer of property rights and usage rights, licences or other rights to the software to the Customer. All rights to the software used by the Customer, to marks, titles, trademarks, copyrights and other commercial rights/intellectual property rights of Stepstone will remain entirely with Stepstone.

10.2.

The customer grants Stepstone the necessary, non-exclusive right of use to the customer's intellectual performance rights, insofar as this is necessary for the fulfillment of the contract.

10.3.

Stepstone is the producer and author of its databases within the meaning of § 87a (1), (2) UrhG and § 4 UrhG and is the owner of all associated exclusive rights.

Unless otherwise agreed, all intellectual property rights of the customer used for the performance of the contract remain with the customer.

11. Reference client marketing

Stepstone is entitled to name the customer as a reference customer. For this purpose, the customer's logo will be published for the duration of the contract term both at www.stepstone.de and within the scope of other marketing measures, in particular within the scope of presentations, trade fair materials and brochures. For this purpose, the customer grants Stepstone the right to use its logo.

11. Provisions on API services

11.1.

Stepstone has developed various Application Programming Interfaces (hereinafter referred to as "Stepstone API") which Stepstone makes available to the Customer for the purpose of linking and communicating with the Stepstone portals. An API is a machine-readable connection between the provider of the API (Stepstone) and the consumer of the API (Customer) for the purpose of communication.

The Stepstone API enables the Customer to communicate with Stepstone within the framework of this section.

11.2.

The Customer undertakes to connect only those Applications to the Stepstone portals that have been approved by Stepstone in advance. An Application includes all programs or IT systems of the Customer that are to be connected, created and/or adapted and that are directly required for the connection or communication, with the Stepstone API. Stepstone will review the Application in advance to ensure that it meets the technical requirements. Stepstone will communicate the requirements to the Customer at the beginning of the implementation.

Customer agrees to review carefully and continuously its Application to ensure that it does not contain or transmit any viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs through the Stepstone API. The Customer undertakes not to carry out any DNS attacks DNS attacks are in particular DoS, DDoS, DNS Spoofing/DNS Cache Poisoning, Fast Flux, Reflected Attacks or Reflective Amplification DoS. If there are indications that the application does not comply with the contractual requirements during operation, Stepstone will notify the Customer immediately and request the Customer to remedy the error without delay, whereby the period for remedy depends on the severity of the error. If the Customer does not comply with the request within the set period, Stepstone reserves the right to block access to the API until the error has been remedied.

11.3.

The Customer shall make commercially reasonable efforts to keep its systems functional for communication via the Stepstone API.

The Customer undertakes not to code or send redundant queries to the Stepstone API. Redundant queries will be classified as DDoS-like attacks and will lead to the temporary or permanent blocking of the Stepstone API, or, in case of repeated or significant impairments of the Internet Platform, to the termination of the contract. The Internet Platform includes the entirety of all software and hardware-like systems used to enable the performance of the Stepstone portals. An impairment is significant if it leads to data loss or interruptions of the operation of the Internet Platform.

11.4.

Stepstone grants the Customer a temporally and geographically limited, non-exclusive, non-transferable right to use the Stepstone API for the development, verification, support and operation of the Application, within the scope of Stepstone Portals' activities and the duration of the Agreement. The Customer is not permitted to attempt to make all or any part of the Software available in a human-perceivable form by decompiling, disassembling, reverse engineering or otherwise.

11.5.

Developer credentials (especially passwords, keys and client IDs) are intended for the Customer and identify its Stepstone API link. Customer is obligated to keep its credentials confidential and to use reasonable efforts to prevent third parties from using such credentials. Developer credentials may not be embedded in open-source projects. Customer will receive a so-called consumer key, a string of characters that identifies and authorizes Customer to work with and on the Stepstone API. Customer may not disclose the consumer key to third parties and must take reasonable security measures to ensure that third parties do not gain access to the consumer key. The Customer is liable for all operations carried out with his consumer key.

11.6.

The Customer is obligated to secure and protect its Applications and systems against external attacks and technical failures according to all generally accepted industry standards of technology in order to exclude attacks on and damages to Stepstone's Internet Platform. In the event of an external attack or technical failure that may damage Stepstone's data or systems, the Customer must inform Stepstone immediately in writing (e-mail is sufficient), at the latest within 36 hours, and take all measures possible and necessary for the Customer to protect Stepstone's data and systems from damage. Impairments may lead to the temporary or permanent blocking of the Stepstone API, or, in case of repeated or significant impairments of the Internet Platform, to the termination of the contract. The Internet Platform includes the entirety of all software and hardware-like systems used to enable the performance of the Stepstone portals. An impairment is significant if it leads to data loss or interruptions in the operation of the Internet Platform.

11.7.

Upon termination of the agreement between the Customer and Stepstone, all API-Connections with the Stepstone Portals will be disconnected within forty-eight (48) hours.

12. Warranty and limitation

12.1. The basis for the provision of services is exclusively the scope of services agreed upon in writing. The customer must inspect the services immediately upon receipt and notify Stepstone of any defects without delay. If the customer fails to do so, the services shall be deemed to have been provided free of defects.

12.2.

The Customer's warranty rights do not extend to defects that relate to a merely minor variance from the agreed condition or a merely minor impairment of utility.

12.3.

All warranty claims shall lapse within one year. The limitation period shall commence at the point at which the Customer acquires knowledge of the defect or ought to have acquired knowledge in the event of gross negligence.

13. Liability

13.1.

Stepstone shall be liable for damages, irrespective of the legal grounds, in the event of wilful misconduct and gross negligence.

13.2.

In other cases, Stepstone shall only be liable in the event of the breach of a contractual obligation, the proper execution of which is essential for the performance of the contract and on compliance with which a Customer may normally rely (known as a cardinal duty). This liability shall be limited to compensation for the foreseeable loss typical for this type of contract. In all other cases, liability is excluded – subject to the following regulation paragraph – in part A clause 11.3.

13.3.

The foregoing limitations and exclusions of liability shall have no bearing on liability for losses arising from death or personal injury and under the German Product Liability Act (*Produkthaftungsgesetz*).

13.4.

The Customer can only withdraw or terminate due to a breach of duty not involving a defect if Stepstone is responsible for this breach of duty.

13.5.

If a claim is made against the Customer by a third party (“property rights claim”) for an infringement of patents, copyrights, trademarks, business designations or business secrets by a service provided by Stepstone (“property rights infringement”), Stepstone will indemnify the Customer against all costs (including legal defence costs) and claims which it incurs due to final judgements by competent courts or written settlements concluded by Stepstone, provided that (i) the Customer did not cause the property rights infringement, for example in the case of the publication of unlawful content as defined at [Part B., clause 1.3.2](#), (ii) the Customer informs Stepstone in writing within no more than twenty (20) working days of the claim first being made, (iii) Stepstone retains sole control of the defence against the property rights claim and (iv) the Customer provides appropriate support and all of the information so that Stepstone meet its obligations according to this. The above obligation will not apply to actions or declarations for which Stepstone has not given its prior consent in writing and not if the Customer continues the infringing activity after it has been informed of changes which would have prevented an infringement. If a property rights infringement has been established by a competent court or is considered to be possible by Stepstone, Stepstone may at its own discretion and at its own cost either (i) replace or change the services so that a property rights infringement no longer exists, or (ii) obtain a usage right for the Customer to the property right or (iii) if measures pursuant to (i) or (ii) are not possible or not reasonable, terminate this contract extraordinarily with immediate effect.

13.6. If Stepstone provides the customer with text suggestions for the creation as well as the administration of job advertisements, the customer is obligated to check these before use and, if necessary, to adjust them to comply with the applicable legal provisions. In this respect, Stepstone does not assume any warranty or guarantee that the content meets the specific requirements of the customer and/or is free of errors.

14. Confidentiality and protection of personal data

14.1.

Stepstone agrees to treat as confidential all information marked as “confidential” which Stepstone receives from the Customer under this contract. This obligation will also be met by Stepstone after the contract term ends.

14.2.

When using IDs, passwords, Usernames or other security devices provided in connection with the services, the Customer shall exercise the greatest possible care and take all measures that ensure the confidential, secure handling of the data and prevent its disclosure to third parties. The Customer will be held responsible for the use of its passwords or Usernames by third parties if it cannot explain convincingly that the access to such data was not caused by the Customer itself and the reasons for this were out of its control. The Customer shall inform Stepstone immediately of any potential or already known unauthorised use of its access details. In the event of a breach of one or more of the obligations specified in these GTC by the Customer, in particular but not limited to those stated under this point, Stepstone will have the right to terminate the services without further notice and remove them from the website, without waiving any payment obligations of the Customer.

14.3.

The contracting parties undertake to keep secret and not to disclose to third parties all information which they have received directly or indirectly in connection with the respective contract as well as in the context of its execution and which is of a technical, financial or otherwise business or confidential nature. No third parties are companies affiliated with Stepstone in the sense of §§ 15 ff. AktG (German Stock Corporation Act). The duty of confidentiality applies in particular to all information regarding pricing and discounts or other benefits as well as the performance of placed job advertisements (page impressions, page views, response), insofar as they are made available to the customer by Stepstone. In the event of a breach of a confidentiality obligation, the disclosing party undertakes to pay a contractual penalty to the other party, which may be determined by the other party at its reasonable discretion in the individual case.

14.4.

The obligation to maintain secrecy shall not apply to information which is obvious or which was already known to the party or which the party has obtained in a legally permissible manner from a third party or has developed itself without breaching any obligation to maintain secrecy. The obligation to prove that information is not subject to secrecy shall be incumbent on the party invoking such obligation.

14.5.

The obligations to maintain comprehensive confidentiality shall remain in force even after the termination of the business relationship between the contracting parties or of an individual order.

14.6.

Stepstone is entitled to collect, process and store personal data of the Customer subject to observance of and compliance with the provisions of the applicable data protection laws, directives and other regulations.

14.7.

Stepstone further warrants that all Stepstone employees have been subjected to the duty of data secrecy and the observance of particular confidentiality in accordance with applicable data protection and telecommunication laws and other relevant legislation.

15. Warning, court ruling

If the Customer has received a warning regarding a publication or its content on the Stepstone websites, if it has already made a cease-and-desist declaration concerning certain content made available for publication or if a corresponding temporary injunction, judgement, court ruling or official order has been made, the Customer is obliged to inform Stepstone of this in writing without undue delay. If the Customer fails to do so, Stepstone will not be liable. The Customer will then be required to indemnify Stepstone against any claim by a third party at the first time of asking and compensate Stepstone for any damages arising as a result.

16. Term and termination

The contract shall take effect at the point of the conclusion of the contract unless an agreement to the contrary has been made. The contract shall end automatically on expiry of the agreed term unless separate product-specific stipulations are defined in [Part B](#) of these GTC.

17. Adjustments to the GTC

Stepstone reserves the right to adjust these GTC if this is necessary. An adjustment is necessary in the case of

17.1.

Implementation of changes in applicable law;

17.2.

Correction of editorial errors;

17.3.

Inclusion of new products;

17.4.

Clarification of clauses to facilitate interpretation of the contract.

18. Closing provisions

18.1.

These GTC and the entire legal relationship between the contracting parties shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on

Contracts for the International Sale of Goods (CISG) and private international law as well as its choice of law clauses or conflict of laws rules.

18.2.

If any provision is or becomes invalid, unenforceable or unenforceable in whole or in part, the validity, enforceability or enforceability of the remaining provisions shall not be affected thereby. The parties hereby undertake to replace the wholly or partially invalid, unenforceable or unenforceable provision with a provision that comes as close as possible to the purpose intended by the invalid, unenforceable or unenforceable provision in a legally permissible manner. The same shall apply in the event of a loophole.

18.3.

The exclusive place of jurisdiction is Düsseldorf, Germany.

B. Specific Section

1. Job adverts and use of the Platform

1.1.

1.1.1.

Stepstone provides the Customer with advertising space for the publication of job adverts on the Stepstone websites. The job adverts ("adverts") are published on the Internet in the Customer's name.

1.1.2.

Stepstone integrates a button with the job advertisements that is labeled "Apply now", "I am interested" or similar. Via this link, candidates can use the application form stored there to enter their contact details and upload their CV and other application documents. Depending on the customer's selection, this button can link either to a website named by the customer or to a standardized application form operated by Stepstone on its platforms. The data requested in the application form is then transferred to the customer's applicant management system or to the customer center provided to the customer by Stepstone by sending the application, depending on which system the customer uses for applicant management.

If the customer uses the Stepstone Customer Center to process applications of candidates, then Part D of these GTC applies. Stepstone and the customer process the personal data of the candidates within the framework of the customer center and the user profile of candidates in this case as joint responsible parties.

1.1.3.

If the customer uses an applicant management system, Stepstone reserves the right to set up a technical connection to the customer's applicant management system so that data from candidates can be transferred directly to the customer's applicant management system via the "Apply Now" link and there is no need for the candidate to enter the data again. The type of technical connection Stepstone chooses to implement depends on the customer's system. Stepstone will notify the customer in writing and in advance about the planned implementation of the technical connection.

1.1.4.

Insofar as the transmission of status information by the customer to Stepstone is technically set up and possible, the customer will provide Stepstone with information on the application status of the candidates. The customer shall only provide Stepstone with the status information of such candidates who have applied to the customer via the Stepstone platform and who are registered with Stepstone with a user account. Status information is information about the application status of candidates with the customer. This includes, for example, the receipt of the application, the opening of the application or the rejection of candidates. Stepstone ensures that there is a legal basis under data protection law for the transfer and processing of this personal data of candidates. For the processing of status information, the customer and Stepstone act as joint controllers, so that Part D of these GTC applies to this processing. Insofar as the interest of the customer prevails that certain status information, such as the rejection of candidates, is not displayed to the candidates, Stepstone will not display this information to the candidates. Stepstone is free to use the data anonymously for statistical evaluation.

1.1.5.

Stepstone accepts no responsibility for supplied data material, advertising texts or associated storage media and in particular will not have to store or return such to the Customer.

1.1.6.

Job adverts shall be placed on the website depending on the product category selected by the Client, available at [Stepstone.de/stellenanzeige-online-aufgeben](https://www.stepstone.de/stellenanzeige-online-aufgeben) for the respective individual contractual agreed period of time ("Running Time"). Provided the adverts are placed within the contract term, they will be published for the entire agreed period. On expiry of the Running Time, a job advert may be extended, provided this is done within the contractual term. The extension of the publication of a job advert is deemed a new chargeable publication on the basis of the contract between Stepstone and the Customer.

1.1.7.

Job adverts may be saved in the personal accounts of registered Users for a maximum period of six months and may therefore also be visible by the registered User beyond the Running Time pursuant to Part A clause 1.1.5.

1.1.8.

The placement of the job advert can only take place within the agreed contract period. Upon expiry of the contract term, the Customer's right to use the advertisement spaces that have not been used within the contract term lapses.

1.2.

1.2.1. When creating job adverts, the Customer is required to observe the [quality standards of Stepstone](#). The respective applicable version of the quality standards can be accessed at https://www.stepstone.de/content/de/de/fur_stellenanbieter/qualitaetsstandards/de.html.

1.2.2.

The Customer will ensure that e-mails from Stepstone are received without issue and in this connection will set up Stepstone as a “trusted server”. This should prevent that notifications to the Customer via e-mail being avoided by any spam filter used by the Customer.

1.3.

1.3.1.

Stepstone reserves the right not to fulfill orders placed by the Customer, or to remove job adverts already published on the Internet, if the published content is in breach of statutory requirements or official prohibitions, violates the rights of third parties, offends the principles of common decency or is in breach of Stepstone’s terms and conditions. The same will apply if links to service elements are set on the Customer instructions which lead directly or indirectly to sites with unlawful content. This is without prejudice to the Customer’s payment obligation. Stepstone is required to remove such unlawful content only as stipulated by statutory provisions and at the Customer’s request. Stepstone reserves the right to (re-)publish a job advert, once the cause forcing Stepstone to invoke its power of refusal has been rectified by the Customer. If a claim is made against Stepstone on the grounds of unlawful content or any other breaches of the law for which the Customer is responsible, the Customer will indemnify Stepstone at the first time of asking. The indemnification will also include the necessary legal costs.

1.3.2.

In particular, the power of refusal shall also exist if the following requirements are not met by the Customer:

1.3.2.1.

If a self-employment or freelance work is advertised, it must be clearly indicated as such in the text.

1.3.2.2.

The job advertisement placed on the website must be accessible and available for candidates to view and apply. If Stepstone becomes aware that a job advertisement no longer exists or is not accessible to candidates, Stepstone particularly reserves the right to remove the job advertisement without prior notification of the customer. This also applies if the job advertisement no longer exists within the term agreed upon in the customer's order form. If candidates are required to make advance contributions or financial investments of their own (including participation in training and travel expenses), this must be clearly stated in the text. The same applies if the successful advertising of new members is commissioned for a self-contained system.

1.3.2.3.

Websites that are named or sent to Stepstone for linking must comply with the legal minimum requirements, and in particular must have an imprint that complies with the legal principles and the principles developed by the jurisdiction.

1.3.2.4.

Permitted links are only permitted as so-called “no follow” links, i.e. they are to be set up in such a way that they are not to be used by search engines to calculate link popularity.

1.3.2.5.

All contents of an advertisement must be directly visible to the User. As far as they are not explicitly offered by Stepstone as part of special ad products, the Customer's own tracking codes and interactive elements that are controllable by clicks or mouse-over, for example, are not permitted. Excluded from this are links to other pages and e-mail addresses that otherwise meet the requirements of this clause. In any case, links must be designed in such a way that it is recognizable when they link to external pages.

1.3.2.6.

The requirements of the German Equal Treatment Act (AGG) must be complied with.

1.3.2.7.

Even if the above requirements are met, no content that is not relevant to the job search, such as competitions, events without career reference, pure advertising campaigns, etc., may be published in addition to content relating to the position or activity.

1.3.3.

Stepstone only transmits messages from the Customer to the Applicant as a messenger. The Customer guarantees that it will provide Stepstone with all legally required messages for transmission to Applicants and that the provided messages do not violate applicable law. In particular, reference is made in this context to the obligation to state reasons for Applicants with disabilities in accordance with section 81 of book 9, German Social Code (SGB IX). In the event of unlawfully omitted or unlawful messages from the Customer to Applicants, the Customer shall indemnify Stepstone against all third-party claims at the first time of asking, and Stepstone reserves the right to disclose the Customer's contact details to the third party.

1.3.4.

We point out that there may also be certain statutory requirements and prohibitions for job adverts in other countries. Such requirements must be complied with. It is the sole responsibility of the Customer to inform itself of any special features and restrictions.

1.3.5.

Stepstone constantly endeavours to optimise the response to the Customer's job adverts and to increase the quantity and quality of the accessible offers. This also includes:

1.3.5.1.

Entering into cooperations in all media (including online, offline, TV, mobile, moving image products and new types of use). The Customer agrees that the service elements may be published by Stepstone online and/or offline in print, sound or image, including in print or online media of cooperation partners. In all cooperations Stepstone will be mindful of the image and quality of the cooperation partner;

1.3.5.2.

Stepstone reserves the right to amend or change the categorisation, classification or presentation of job adverts at its own discretion at any time. The Customer has no right to

publication of its job adverts in any specific category classification or presentation of its choosing.

A job ad on www.stepstone.de can be played out together with a salary forecast. In this case, the customer can independently specify a salary range for his job advertisement placed on the Stepstone website. Alternatively, Stepstone reserves the right to independently provide a salary forecast in relation to the job advertisement placed by the customer. The salary forecast for the position when the advertisement was created can be viewed and adjusted by the customer. In this case, an annual gross minimum and maximum sum in euros is to be specified by the customer. The salary forecast is not an absolute value in euros, but only a salary range.

1.3.5.3.

Salary forecasts provided by Stepstone are based on analysis by Stepstone of data that has been collected in anonymised form. This includes the evaluation of salary data that Stepstone obtains from annual salary reports, other regular surveys, through the salary planner tool or through salary forecasts specified by companies as referred to in Part B Section 1.3.7.1. Using a forecasting model created by Stepstone, a salary forecast is created for the particular job advert on the basis of the above data analysis and is displayed when Applicants, who are registered with Stepstone and are logged in, view the job advert. The result of the forecast is based on the evaluation of the following calculation features in particular:

- Salary data (e.g. job title, location, salary)
- Industry
- Company size
- Job-specific factors (e.g. professional experience, level of managerial responsibility, qualifications, etc.)

1.3.5.4.

If the Customer chooses to specify a salary range of their own in the editor for the particular job advert, the values specified must be realistic. Stepstone reserves the right not to display a Customer-specified salary range in an advert or to modify it, where there is reasonable suspicion that the values are not realistic or the values have been specified improperly.

1.3.6.

In order to further develop our services, especially with regard to industry-specific trends and the proactive response to market changes, Stepstone regularly carries out so-called A/B tests. Thereby it is tested which presentation methods, product changes or services are better accepted by Users and Customers. As a rule, Stepstone will not inform Customers in advance about such tests. In principle, however, the Customer also has no right to object to the performance of a test.

1.3.7.

The Customer is aware that the content published on the Internet will be searched by search engines such as Google and others and these search engines will archive the published content on their systems. Stepstone will specify in the metadata of the adverts that the adverts should not be archived. However, if an advert is nonetheless archived by a search

engine, Stepstone is no longer responsible. Any requests for erasure of the archived data should be addressed to the search engine operator.

1.3.8.

We advise that Stepstone cannot prevent the unauthorised publication of job adverts by third parties. Stepstone endeavors to prevent such publications within the legal and technical possibilities, also on behalf of the Customer. .

1.3.9.

The Customer shall transfer to Stepstone all property rights to databases that it passes to Stepstone for publication in conjunction with multiple adverts. In particular, Stepstone shall have the exclusive right to exploit the economic property in its job advert database vis-à-vis third parties.

1.3.10.

Any offer by Stepstone quoted at a lower price than in the price list is only valid under the specific conditions for the specific Customer. It is not possible for a third party, such as an agency, to act as contractual partner instead of the Customer.

1.3.11.

Where individual performance elements relate to a performance comparison, average values are relevant. The ration is determined by taking the average of a significant number of products without the relevant performance element in relation to those with the relevant performance element.

2. Job Agent Ad

2.1.

On behalf of the Customer, Stepstone will publish an advert specified by the Customer in Stepstone's regularly published Job Agent (hereafter: "Job Agent Ad"). This will consist of a text advert and a banner. The Job Agent Ad will be published in a Stepstone Job Agent in accordance with the requirement under press law to separate adverts from editorial content and may contain a link to job adverts, job description, company portraits or recruiting events.

2.2.

Only one Job Agent Ad is published per Job Agent. The Customer has to send the advertising material to Stepstone in complete and correct form at the same time as the booking, or alternatively no later than two days before the planned publication date. If the advertising material is not received by Stepstone in time and in the complete and correct form, the right to publication will expire without replacement. This is without prejudice to Stepstone's claim for payment.

2.3.

The Customer is aware that the Job Agent is only sent to subscribers. Subscribers can register to receive the Job Agent free of charge, whereby they will only receive an edition if it contains at least job advert which matches the profile specified. Subscribers can unsubscribe and apply explicit blocking notices. Stepstone therefore cannot guarantee the number of recipients.

2.4.

Unless otherwise agreed, job agents are published as follows, depending on the order:

2.4.1.

Once in an issue of the Job Agent to a specific target group.

2.4.2.

Once in an issue of the Job Agent to all candidates who have registered to receive the Job Agent.

2.4.3.

Seven days in a row, daily in each issue, to all candidates who have registered for the Job Agent.

2.4.4.

on seven consecutive days, daily in each issue, to a specific target group.

3. Direct Mail

Stepstone sends an e-mail designed in the Customer's individual layout in the Customer's name to selected Candidates from the Stepstone CV database (hereinafter referred to as "Direct Mail"). The content of the Direct Mail may be a special job offer, the announcement of career-related events or the presentation of the Customer's company with a link to vacant positions. The Customer has to send the advertising material to Stepstone in complete and correct form at the same time as the booking, or alternatively no later than two days before the planned publication date. If the advertising material is not received by Stepstone in time and in the complete and correct form, the right to publication will expire without replacement. This is without prejudice to Stepstone's claim for payment. The Customer is aware that the Direct Mail is only sent to subscribers. The subscribers can register free of charge to receive the Direct Mail, as well as deregister and deploy explicit blocking notices. Stepstone therefore cannot guarantee a specific amount of recipients.

4. Highlight job

The service performed in respect of the highlight job is the coloured highlighting of the job adverts in the results list published in the Customer's name in the first seven days of publication to emphasise the job adverts. The highlighting has no influence on the ranking of the job adverts in the results list.

5. E-mail push

Stepstone sends an e-mail designed in the layout specified by Stepstone in the Customer's name to selected Candidates from the Stepstone CV database or to subscribers of the Stepstone Job Agent who have previously expressly consented to receive this type of information (hereinafter referred to as "Mail Push"). The content of this Mail Push is to address an active job advert that is published by Stepstone for at least five more days to what Stepstone considers to be suitable Candidates. The Direct Push is sent to a maximum of 500 subscribers. However, Stepstone does not guarantee a minimum number of recipients as the

pool of potential recipients depends on the individual settings and information provided by the Candidates.

6. Company Hub

6.1.

The Customer's company portrait may be published in the Company Hub. Stepstone provides input fields that the company can fill out itself. Links to webpages and content of competitors, or the use of content from competitors of Stepstone, are not permitted unless the Customer is a competitor of Stepstone itself and links to its own web content.

6.2.

If a Customer does not create a Company Hub for its company, Stepstone itself reserves the right to fill in the input fields with publicly accessible company information, unless the company expressly objects in writing.

6.3.

The Company Hub may also be visible to Users on Stepstone's platforms beyond the Running Time of a job advert.

7. Applicant database (DirectSearch Database)

7.1.

7.1.1.

Stepstone maintains online databases containing CVs of Candidates. Candidates can store their profiles or CVs in these databases. On activation, the Candidate publishes these in the Stepstone database either in a form in which only certain data is disclosed ("partially active profile"), or in such a way that all data from their profile can be viewed directly in the database ("open profile"). Customers who book access to the Applicant database may directly view personal data associated with open profiles in the database and enter a message, or a contact request in the case of partially active profiles, which Stepstone then forwards to the Candidate by e-mail.

7.1.2.

Furthermore, as a free additional service, the Customer may save comments in its account related to Candidates whose profiles it can view anonymously or publicly. Stepstone stores and processes these comments on the Customer's behalf in accordance with Art. 28 GDPR. This is subject to the terms of the data processing agreement in Part C of these GTC. For the avoidance of doubt it is noted that the remaining services within the context of the DirectSearch Database are not performed as contract data processing. In this case, Stepstone merely provides the content that the Applicant stores with Stepstone and remains the data controller under data protection law. The Customer may be an additional data controller to the extent it uses such data.

7.1.3.

Access to the Applicant database is highly personal and only granted to the Customer for its own use. Access to the Applicant database and the viewed profiles must not be forwarded to third parties. Access for the purpose of soliciting our Customers is not permitted. The

Customer must not set up any hyperlinks (“deep links”) from its website to Stepstone’s Applicant database. Stepstone reserves the right to prosecute any breach of these stipulations without undue delay and with no prior warning.

7.1.4.

If a Candidate deletes their CV or puts it on not visible, the Candidate is automatically deleted from the DirectSearch Database and access is no longer possible. The comment stored pursuant to Part B clause 7.1.2 is then also no longer available.

7.1.5.

The Applicant database may not be used to search for Candidates using search criteria that are in breach of the German Equal Treatment Act (AGG).

7.1.6.

The Customer has read access to a specific, contractually determined quantity of profiles in the Applicant database. Up to 500 profiles may be e-mailed within 30 days with the goal of filling a concrete position. A maximum of 99 profiles may be contacted at a given time. Bulk e-mails and promotional e-mails are not permissible. Stepstone reserves the right to block the Customer’s access in the event of non-compliance.

7.1.7.

Candidates can block certain companies from viewing their profile. In these cases the Customer in question is no longer able to contact the Candidate.

7.2.

7.2.1.

The Customer is required to act in accordance with the applicable legal regulations, laws that protect third parties and the principles of common decency.

7.2.2.

In particular, the Customer undertakes not to pass on personal data of Candidates, unless this is necessary to fill a specific vacant position, to treat such data confidentially and to comply with all data protection regulations. Candidate data may only be processed in connection with the filling of a specific vacant position and Candidates may only be contacted for this purpose. Stepstone assumes that storage is necessary for a maximum of twelve months, also taking into account possible defence of claims under the AGG, so that the Customer undertakes to delete any data of the data subject that is stored and received from Stepstone no later than twelve months after access to the data. Stepstone reserves the right to block the Customer’s access in the event of non-compliance.

7.2.3.

If a Candidate asks Stepstone to delete their personal data and Stepstone notifies the Customer accordingly, the Customer is required to delete all copies, files or data belonging to a given Candidate without undue delay, unless the Customer has a legal reason to keep this data.

7.2.4.

Candidate information is provided solely by the Candidates themselves, meaning that Stepstone cannot guarantee its completeness, correctness, accuracy or availability. Similarly, Stepstone cannot guarantee a specific number of responses.

7.2.5. The Customer is aware that special rules apply to the transfer of data from outside of the European Union or the EEA. Accordingly, the Customer shall only transfer personal data to third countries in accordance with the provisions of Articles 44–49 GDPR.

7.2.6.

The Customer shall indemnify Stepstone against all losses, costs, claims, damages and other expenses incurred by Stepstone due to non-compliance with the Customer's obligations.

9. JobFeed

9.1.

JobFeed is an interface created by Stepstone in participation of the Customer. Through this interface, Stepstone will retrieve the contents of the job advert to be published by the Customer and publish them on the Stepstone websites according to the current [quality standards](#). The Customer undertakes to provide such duties of cooperation and to create such preconditions for successful use that are set down in the specifications following a separate agreement.

9.2.

Each job advert that is transferred to Stepstone by the Customer via the JobFeed, represents a booking of a job advert with a placement period of 30 days and entitles Stepstone to invoice the Customer. The same shall apply in the event that content is available through the JobFeed after this period of time and represents a new booking of a job advert.

9.3.

Unless otherwise agreed, the JobFeed data comparison is performed once per day.

9.4.

If the Customer removes the content of a job advert from the database accessed by the JobFeed, it will no longer be displayed as a job advert on the Stepstone websites.

10. Stepstone Recruiter Space

10.1.

The customer may create a user account in the Stepstone Customer Center and use it, among other things, to create advertisements, to publish them and to manage applications. If a customer registers for the first time, Stepstone reserves the right to check the authenticity of the company (so-called fraud check). This may mean that incoming applications are not visible to the customer for the duration of the check. After a positive outcome of the check, the applications received so far will be made visible to the customer. If the customer does not pass the check, the customer's job advertisements and the applications received will be deleted. Stepstone will keep the Customer Center available for the Customer's use during 20 hours out of 24 per day.

10.2.

The customer is responsible for keeping his access data to the customer center secret and secure. He is responsible for ensuring that the Customer Center can only be used by persons authorized to access it. If third parties act for or on behalf of the customer, the same provisions shall apply to the third parties and the customer shall be liable for their knowledge and compliance by the third parties.

10.3.

Stepstone's service regarding the customer center and applicant management does not include the permanent storage of data. The customer is responsible for creating backup copies of this data. The data of candidates will be deleted by Stepstone when legal or contractual retention periods have expired or candidates assert their right to be forgotten against Stepstone in accordance with Article 17 DSGVO.

11. Customer disclosure obligations

11.1.

Pursuant to section 312i BGB, Art. 246c of the Introductory Act to the German Civil Code (EGBGB), Stepstone will provide the following information:

The Customer will be guided to the contract for advert placement by the following individual technical steps:

- Customer completes the order form including advertising copy
- For job adverts in the standard layout, an advert preview can be generated on certain

pages up to placement of the order. Before completing the order, the order can be checked for input errors by clicking on the "Check order" button. Corrections can be made by returning to the previous steps by clicking the corresponding button.

- Customer reads and accepts the GTC
- Customer clicks "Place order"
- Electronic confirmation of receipt of the order by Stepstone (this is not a confirmation of the order, but serves as confirmation of receipt of the order)
- Order confirmation by Stepstone

The contract has now been entered into pursuant to Part A [Section 3](#) of these GTC. The advert is now placed online.

The Customer will be guided to the contract for Applicant database access by the following individual technical steps:

- Customer completes contact details form
- Customer reads and accepts the GTC
- Customer clicks "Place order" Electronic confirmation of receipt of the order by Stepstone (this is not a confirmation of the order, but serves as confirmation of receipt of the order)
- Order confirmation by Stepstone

The contract has now been entered into pursuant to Part A [Section 3](#) of these GTC.

11.2.

These terms and conditions of business (General Terms and Conditions of Business, product-specific terms for adverts or the product-related terms for Applicant database (DirectSearch

Database), product-related terms for online input) contain the full contractual text both for publishing an advert online and online booking of access to the Applicant database. The price for online input will be as stated in the price list which is published on the Stepstone websites at <http://www.stepstone.de/> at the time the contract offer made to the Customer of Stepstone is prepared. The legal relationships which are established by the (free) visit to the Stepstone website are explained in more detail and defined in our terms and conditions of use. After the conclusion of the contract, in the case of online input we store the Customer's entries. After the conclusion of the contract, the data input will not be available to the Customer. Furthermore, we point out that we always publish only the current GTC and price lists online and that the GTC and price lists current at the time the contract is concluded will also no longer be available to the Customer when they are subsequently updated.

11.3.

Pursuant to clause 312i (1) (1) no. 3 BGB, Stepstone will provide the technical means so that input errors can be identified and corrected before placement of the order. The most important element in the online placement of adverts is the advert preview on each of the three form pages.

11.4.

The language available for the conclusion of contract is German.

11.5.

Stepstone is bound by the German data protection standards as well as the codes set out in Stepstone's terms and conditions of use and data protection declaration.

12. Stepstone FollowAd

12.1.

The Stepstone FollowAd enables the Customer to publish banner adverts in formats defined by Stepstone on third-party websites that are visited by Users who have previously searched for or accessed job adverts for specific professional categories on Stepstone's sites. To do so, the Customer selects specific professional categories defined by Stepstone and provides Stepstone with banner advertising for products that the Customer regards as potentially interesting to such Users of the Stepstone sites who have visited job adverts in these specific professional categories on the Stepstone websites. Stepstone displays this banner advertising specifically to Users who have visited such job categories on the Stepstone sites on third-party websites as part of a partner network selected by Stepstone. If a budget has been specified under [Section 13.6.](#), the banner advert will be displayed until the budget is exhausted. Otherwise the banner advertising runs for the whole of the term pursuant to [Section 13.9.](#)

12.2.

Stepstone can only display the banner advertising if the respective User accepts the cookies required for the Follow Ad and does not delete them. Further, the individual Users may object to the display of the targeted advertising on the third-party websites or to the operator of the partner network.

12.3.

Individual Users are allocated to a professional group based on their search behaviour and the adverts and pages they visit. Stepstone has no way of knowing whether the User actually works in these professional categories or that the User has any actual interests there. Stepstone is therefore liable neither for a particular interest of the Users in the banner advertising nor a specific reaction of the User to the banner advertising.

12.4.

The Customer undertakes to provide the banner advertising to Stepstone in the formats defined by Stepstone no later than three (3) working days prior to the scheduled launch of the campaign. If it selects the option “Powered by Stepstone”, it is required to integrate the graphic elements supplied by Stepstone into its advertising materials at the specified place at the specified size.

12.5.

The content of the banner advertising must not promote any competitor of Stepstone. Additionally, the banner advertising must not contain any disallowed content as set down at [part A, Section 1.3.2](#) of these GTC, to which full reference is made.

12.6.

Stepstone is remunerated for the publication of the FollowAd on a TAI basis. That means that Stepstone receives the remuneration agreed in the contract for a thousand views of the banner advertising.

12.7.

Stepstone and the Customer can agree a budget in the contract. This budget is either expressed as a maximum number of thousand impressions or as a sum that is expressed as the product of the TAI and the maximum number of thousand impressions. If the budget is reached, the Customer shall not owe any remuneration for any banner adverts that Stepstone publishes in excess of this budget.

12.8.

Billing is performed on the basis of the reports by the partner network selected by Stepstone. Its reports are binding both on Stepstone and the Customer. If the Customer has any objections regarding the reports, Stepstone shall exercise its rights of review at the Customer’s express written request to which Stepstone is entitled under its agreement with the partner network, provided the Customer accepts the resulting costs incurred by Stepstone.

12.9.

The term of the respective FollowAd is specified in the contract between Stepstone and the Customer. During this term, Stepstone shall publish the banner advertising either a) until the budget is exhausted or b) until the end of the term. If the agreed delivery quantity is not achieved within the agreed period, Stepstone reserves the right to retrospectively provide the difference within a reasonable period.

C. Processing of personal data by Stepstone on the Customer’s behalf – Data Processing Agreement (DPA)

1. Data Processing

1.1.

Within the scope of clauses 1.1.1. and 1.1.2. of this DPA, Stepstone processes personal data on behalf of the Customer within the meaning of Art. 28 of the General Data Protection Regulation ("GDPR"):

1.1.1.

Stepstone processes personal data on behalf of the Customer to the extent that the comment function of the Stepstone Direct Search Database is used by the customer. With the help of the Direct Search Database, it is possible for the Customer to view profiles of Candidates and, in particular, to save comments on the respective profiles. Stepstone only processes personal data on behalf of the Customer in the event that the comment function is used (storage of the respective comments on a Candidate's profile). In addition, it is stated that the further services within the scope of the DirectSearch Database are not carried out as data processing under this DPA; in this case, Stepstone merely provides the content stored by Candidates at Stepstone and remains the person responsible under data protection law. Insofar as the Customer uses this data, it shall become a further data controller, if applicable.

1.1.2.

In the Stepstone Customer Center, the customer can create a customer account that can also be accessed by several of the customer's users. In the Stepstone Customer Center, the customer can create job advertisements and publish them on the Stepstone platform. When candidates apply for these positions via the Stepstone platform, these applications are sent to the Stepstone Customer Center to be managed by the client. As part of this application management, the customer can create notes about the applicants in the customer account, make the applications accessible to members of the customer's organization, send messages, arrange job interviews, as well as reject and accept candidates.

1.2.

Stepstone processes personal data only under a contract and in accordance with the Customer's documented instructions, unless a derogation within the meaning of Art. 28 (3) (a) GDPR applies.

1.3.

Contract data processing is performed exclusively in Member States of the European Union or in another Contracting State to the Agreement on the European Economic Area, unless instructions to the contrary have been issued and transmission is permitted in accordance with the provisions of Artt. 44 to 49 GDPR.

1.4.

The duration of the commissioned processing corresponds to the duration of the use of the respective services. With regard to comments added by the Customer to profiles of candidates within the scope of the comment function pursuant to Section 1.1.1. of this DPA, the duration of the commissioned processing corresponds to the duration of the application process, with the data being deleted by the system 12 months after receipt of an application.

With regard to the personal data of the candidates within the framework of the Stepstone Customer Center in accordance with Section 1.1.2 of this DPA, these will be deleted 3 months after the end of the application process, but no later than 6 months after receipt of the respective application, if there are no indications for the termination of the application process.

1.5.

In this context, the data subjects are individuals who apply for Customers' jobs and whose applications are processed within the Stepstone Customer Center or those whose User Profiles Customers can add their own comments to.

1.6.

In the case of the comment function pursuant to section 1.1.1. of this DPA, such additional personal data about candidates that the Customer has obtained about candidates and added to the profiles will be processed.

Within the Customer Center, the personal data of the candidates is processed, which they provide to the customer with their application. This includes, in particular, name, contact details and their CV, as well as other notes on the candidates, which the customers make for the respective candidates within the Stepstone Customer Center, as well as the application status.

1.7.

The processing of personal data in the cases referred to in sections 1.1.1 and 1.1.2 is carried out for the purpose of organising the application process and to facilitate the application management for the customer.

2. Obligations of the Customer as client

2.1.

Pursuant to Art. 4 No. (7) GDPR, the Customer is the controller under data protection law for personal data collected and processed by Stepstone in accordance with the terms of the contract.

2.2.

The Customer shall comprehensively inform Stepstone without undue delay if it discovers errors or irregularities with regard to data protection regulations when reviewing the results of the processing.

2.3.

The Customer shall keep a record of processing activities pursuant to Art. 30 (1) GDPR.

3. Duties of Stepstone as contractor

3.1.

Stepstone shall inform the Customer without undue delay if Stepstone is of the opinion that an instruction from the Customer breaches applicable laws. Stepstone may suspend implementation of the instruction until it has been confirmed as being permitted or modified by the Customer.

3.2.

Stepstone shall comply with the provisions of this data processing agreement and relevant applicable data protection laws, in particular the GDPR.

3.3.

Stepstone shall take appropriate organisational and technical measures in accordance with the relevant data protection laws, including the GDPR and in particular Art. 32 thereof, to protect the personal data of the data subjects and their rights and freedoms, taking into account implementation costs, the state of the art, nature, scope and purpose of processing as well as the likelihood of occurrence and severity of the risk. These protective measures are recorded in the overview of technical and organisational measures, which can be referred to in Annex 2. The technical and organisational measures are subject to technical progress and further development. In this respect, Stepstone is required to check the effectiveness of the measures and adapt them accordingly as technology progresses. Alternative protective measures are permitted as long as they do not fall below the protective level of the defined measures. Significant changes must be documented and reported to the Customer without undue delay. If the measures are changed in such a way that, from the Customer's point of view, Stepstone cannot guarantee equivalent or higher protection of the data, the Customer has the right to extraordinary termination after unsuccessful issuance of instructions with regard to the services covered by these additional conditions for contract data processing. The same applies if notice of such changes is not provided.

3.4.

Stepstone shall provide the Customer with the information necessary for the record of processing activities pursuant to Art. 30 (1) GDPR and shall keep a separate list of all categories of processing activities carried out on behalf of the Customer pursuant to Art. 30 (2) to (5) GDPR.

3.5.

All persons who can access personal data processed on behalf of the Customer in accordance with the Customer's contract shall be bound to confidentiality in accordance with Art. 28 (3) (b) GDPR and shall be informed of the special data protection obligations resulting from the contract as well as the existing binding instructions and/or purpose.

3.6.

Stepstone is required to appoint a company data protection officer. The current contact details are easily accessible from Stepstone's website.

3.7.

Stepstone guarantees protection of data subject rights and supports the Customer to the necessary extent in responding to requests to exercise data subject rights pursuant to Art. 12 – 23 GDPR. Stepstone shall inform the Customer without undue delay if a data subject contacts Stepstone directly for the purpose of providing access, rectification, erasure or restricting the processing of their personal data.

Stepstone shall support the Customer in carrying out data protection impact assessments pursuant to Art. 35 GDPR and the resulting consultation of the supervisory authority pursuant to Art. 36 GDPR to the necessary extent. Stepstone shall support the Customer with regard

to compliance with reporting and notification obligations in the event of data protection breaches within the meaning of Art. 33 and 34 GDPR.

3.8.

Stepstone shall inform the Customer in text form without undue delay in the event of operational disruptions, suspected personal data breaches pursuant to Art. 4 No. 12 GDPR in connection with data processing or other irregularities in the processing of the data for the Customer. In consultation with the Customer, Stepstone shall take appropriate measures to secure the data and to minimize possible adverse consequences for data subjects insofar as the personal data breach was Stepstone's responsibility.

3.9.

In the event that the data protection authorities investigate Stepstone, the Customer must be informed without undue delay to the extent the investigation relates to the subject matter of the contract.

3.10.

In the event that Stepstone intends to process data from the Customer – including transfer to a third country or an international organisation – without having been instructed to do so by the Customer, i.e. because Stepstone is required to do so pursuant to Art. 28 (3) first sentence (a) GDPR, Stepstone will inform the Customer without undue delay of the purpose, legal basis and data concerned, unless and to the extent that such a notification is prohibited by law.

Stepstone

4. Audits including inspections

4.1.

Stepstone shall provide the Customer all necessary information to verify the obligations set out in the contract. Stepstone shall permit the Customer to conduct audits, including inspections in accordance with Art. 28 (3) (h) GDPR, before the commencement and during the term of this agreement after reasonable prior notice and during normal business hours (9:00-18:00). The Customer is entitled to satisfy itself directly, or through suitable third parties bound to professional secrecy, of the observance of the technical and organisational measures before commencement and during contract data processing, after timely notification at the business premises during normal business hours without disturbing the course of business. The result of these audits shall be documented and signed by both parties.

4.2.

As verification of the technical and organisational measures, Stepstone may also submit current certificates, reports or report extracts from independent bodies (e.g. auditors, internal auditors, data protection officers, IT security department, data protection auditors, quality auditors) or a suitable certification by IT security or data protection audit (e.g. in accordance with BSI baseline protection).

5. Additional processors

5.1.

By placing the order, the subcontracted processors listed in the subcontractor list available under Appendix 1 below are approved. Stepstone may place orders with additional order processors (subcontractors) by informing the customer in advance about the addition or substitution of new subcontractors by notifying the customer in text form about the change in the subcontractor list and the customer does not raise an objection within 4 weeks. In the event of an objection, Stepstone is entitled to discontinue the services outlined in clause 1.1.1. and 1.1.2. of this DPA. Customers can sign up for notifications of changes to our Exhibit 1 subcontractor directory at https://email.stepstone.com/optiext/optiextension.dll?ID=9%2BD9ftIAomswSBbo8j%2BA7LUArqxz3WqYdqFJx4QacQYBlcWVbWzJkXFqV8mua3oacydyjqk5YR__%2BO.

5.2.

Stepstone will impose the same data protection obligations on the subcontractors as those set out in this data processing agreement, so that the processing complies with the requirements of the GDPR.

5.3.

Further outsourcing by the subcontractor requires the express consent of the primary contractor (at least in text form); all contractual provisions in the contract chain must also be imposed on the additional subcontractor.

5.4.

Services used by third parties as ancillary services to assist in the execution of the contract processing shall not be deemed to be subprocessors. These include, for example, telecommunications services, maintenance and User service, cleaning staff, inspectors or the disposal of data media. Stepstone is, however, required to make appropriate and lawful contractual agreements as well as take control measures with such service providers for the assurance of the protection and security of the Customer's data; this also applies to outsourced ancillary services.

6. Erasure and return

Stepstone will delete the personal data in accordance with Section 1.4 or at the request of the Customer.

Annex 1 to Stepstone Data Processing Agreement – List of subcontractors

Stepstone's subcontractors listed below are deemed to have been approved when the contract is awarded:

The Stepstone Group GmbH, Völklinger Str. 1, 40219 Düsseldorf, Germany Services:

- Hosting and related security services
- Back-up services
- Customer-service troubleshooting support
- Provision of a web application firewall

The Stepstone Group EMEA GmbH, Völklinger Straße 1, 40219 Düsseldorf, Germany Services:

- Hosting and related security services
- Back-up services
- Customer-service troubleshooting support
- Provision and management of the Stepstone Customer Center

The Stepstone Group Belgium N.V., Wolstraat 70 Rue aux Laines, 1000 Brussels, Belgium

Services:

- Hosting and related security services
- Back-up services
- Customer-service troubleshooting support

StepStone Services sp. z o.o., ul. Domaniewska 50, 02-672 Warsaw, Poland Services:

- Customer-service troubleshooting support

Annex 2 to the Stepstone Data Processing Agreement Technical and organisational measures

1. Confidentiality (Art. 32 (1) (b) GDPR)

1.1.

Physical access control:

No unauthorized physical access to the data-processing facilities, ensured as follows:
The data centres have a multi-layered security structure. The exterior areas of the data centres are equipped with high-security fences and walls. The entrances are protected by security personnel 24 hours a day, seven days a week. The facilities are monitored by

security cameras. Access to the server rooms is secured by magnetic cards. The systems are stored in locked server cabinets. Comprehensive security measures are also in place at the respective Stepstone sites. Access is only possible by means of magnetic cards and visitors must be granted special access.

1.2.

System access control

No unauthorized system use, ensured as follows: The Customer can only access the data processed on its behalf after logging into the Customer area using the password it has specified. Stepstone only stores the log-in details in encrypted form. By default, the data flow between Users and the system is end-to-end encrypted using the Transport Layer Security (TLS) protocol. Stepstone has an internal password policy for its employees that requires, among other things, that passwords must be at least eight characters long and be changed regularly, must not be identical or similar to the User name, must contain at least three of the four following characters: i) upper-case letters, ii) lower-case letters, iii) digits, iv) symbols.

1.3. Data access control

No unauthorized reading, copying, changing or removal within the system, ensured as follows: The data access rights of the Customer are strictly limited to the data that is actually processed on behalf of the respective Customer. Only specifically defined Stepstone personnel can access data that is processed on behalf of the Customer, provided this is required for system administration and Customer service purposes at the request of the respective Customer. The system logs all events related to data processing on behalf of the Customer.

1.4. Separation control

Separate processing of data collected for different purposes, ensured as follows: The Stepstone Recruiter Space is multi-client capable, so that every logged-in Customer can only see the data that is connected to its account.

1.5. Pseudonymisation (Art. 32 (1) (a) GDPR; Art. 25 (1) GDPR)

Not relevant, as the Customer requires non-pseudonymised access to the data.

2. Integrity (Art. 32 (1) (b) GDPR)

2.1.

No unauthorized reading, copying, changing or removal during electronic transfer or transport, ensured as follows:

All data sent over publicly accessible networks is end-to-end encrypted using the Transport Layer Security (TLS) protocol.

2.2.

Determining if and by whom personal data has been entered, modified or removed within data processing systems, ensured as follows:

The Stepstone system logs the activities of each log-in and log-out as well as any processing, addition, modification and deletion of data by the respective User, as well as the relevant time (by time stamp).

3. Availability and resilience (Art. 32 (1) (b) GDPR) 3.1.

Protection from accidental or intentional destruction or loss, ensured as follows: Anti-virus programs and firewalls are used. Stepstone uses Akamai's services as a Web Application Firewall for its systems. The hosting environment is equipped with fire detectors, water leakage detectors and raised floors. Temperature and humidity are constantly monitored to maintain predefined values. There is an uninterruptible power supply for at least 72 hours.

3.2.

Timely restoration (Art. 32 (1) (c) GDPR), ensured by

- Back-up procedures;
- Uninterruptible power supply (UPS);
- Separate storage;
- Virus protection and firewalls;
- Emergency and contingency plans;
- Employee training.

4. Procedures for regular testing, assessment and evaluation (Art. 32 (1) (d) GDPR; Art. 25 (1) GDPR), ensured as follows: 4.1.

Stepstone organizes regular audits with external service providers to check its data security standards and processes. Network penetration tests are carried out regularly.

4.2.

We track and verify protocols on two levels before the request reaches our application servers. This is done on a firewall and a web application firewall level. This allows us to analyze and block any unusual queries to the database at the data provisioning level, preventing SQL injection attempts. The system itself logs incorrect log-in attempts if the request was made through firewall and WAF.

4.3.

Our data protection measures are continuously reviewed in a PDCA cycle.

D. Processing of personal data by Stepstone and the Customer under joint controllership within the meaning of Article 26 (1), first sentence GDPR – Joint Controller Agreement (JCA)

1. Purpose of this joint controllership arrangement

1.1.

This arrangement governs the rights and obligations of the controllers (hereinafter also referred to as “Parties”) when jointly processing personal data. This arrangement relates to all activities where employees of the Parties or processors they have commissioned process personal data for the controllers. The Parties jointly determine the means and purposes of the processing activities detailed below.

1.2.

For the selection and management of suitable Candidates for one or more job advertisements posted by the Customer, personal data will be processed within the Stepstone applicant management as Joint Controllers in the following cases. The parties define the process steps in which personal data are processed under joint control (Art. 26 GDPR).

1.2.1.

In the context of applicant management, there is a joint responsibility insofar as the customer processes applications of registered candidates in its Stepstone customer center. Stepstone processes the applications of the candidates to the customer within the framework of the user profile and the customer processes this data within the framework of the Stepstone customer center.

1.2.2.

In the case where the transmission of Status Information by the Customer to Stepstone is technically set up and possible, the Customer will provide Stepstone with information on the application status of the Candidates. The Customer shall only provide Stepstone with the status information of such candidates who have applied to the Customer via the Stepstone platform and who are registered with Stepstone with a User Account. Status Information is information about the application status of Candidates with the Customer. This includes, for example, the receipt of the application, the opening of the application or the rejection of Candidates. Stepstone ensures that there is a legal basis under data protection law for the transfer and processing of this personal data of Candidates. For the processing of status information, the Customer and Stepstone act as Joint Controllers.

1.3.

For the remaining process stages, where the purposes and means of individual phases of the data processing are not jointly determined, each contracting party is a single controller within the meaning of Article 7 No. 4 GDPR. Insofar as the contracting parties are joint controllers within the meaning of Article 26 GDPR, the following arrangements apply:

2. Areas of activity of the Parties 2.1.

Under joint controllership, Stepstone is responsible for the processing of personal data pertaining to Users registered for Stepstone in the context of the application process for jobs advertised by the Customer (area of activity A). Such processing includes, for example, the sending and processing of applications from Candidates in the Recruiter Space, or the

display of Status Information in the User Profile of the Candidates that has been transmitted to Stepstone by the Customer. The data that is processed, the legal basis for which in accordance with Article 6 (1) lit. b GDPR is the contract with Users registered for Stepstone, is all personal and personally identifiable data, which has been given and transmitted by Applicants. This generally encompasses all CV-related data, such as name, address, telephone number, date of birth and details concerning education and professional experience. In addition, information on the application status of the Candidates is also processed.

2.2.

Under joint controllership, the Customer is responsible for the processing of personal data pertaining to Applicants after applications are received in the Recruiter Space (area of activity B). The legal basis for this processing, in accordance with Article 6 (1) lit. a GDPR is the Applicant's consent to the processing of their application, as well as Art. 88 (1) GDPR in conjunction with. § 26 (1) Sentence 1 BDSG. Area of activity B also includes Status Information on applications from Candidates that the Customer transmits to Stepstone. The legal basis for the transmission of this data is the contract between the customer and Stepstone pursuant to Art. 6 (1) lit. b GDPR. The data that is processed is all personal and personally identifiable data, which has been given and transmitted by Applicants. This generally encompasses all CV-related data, such as name, address, telephone number, date of birth and details concerning education and professional experience. Furthermore, data captured by the Customer regarding the application may be added to such data.

3. Lawfulness of data processing

Each Party warrants compliance with the statutory provisions, in particular the lawfulness of the processing it also carries out under joint controllership. The Parties will take all technical and organisational measures necessary to ensure that the rights of data subjects, in particular within the meaning of Articles 12 to 22, can be or are satisfied within the statutory periods of time.

4. Data minimisation

The Parties will ensure that only personal data is collected which is absolutely necessary for the lawful handling of the process and for which the purposes and means of processing are prescribed by Union law or the law of the Member States. For the rest, both contracting parties will observe the principle of data minimisation within the meaning of Art. 5 (1) lit. c GDPR.

5. Rights of data subjects

5.1.

The Parties undertake to make available to data subjects, free of charge, the information required under Art. 13 and Art. 14 GDPR in a concise, transparent, easy to understand and easily accessible manner and in clear and plain language. The Parties agree that Stepstone will provide such information with regard to the processing of personal data in area of activity A and the Customer will provide such information with regard to the processing of personal data in area of activity B.

5.2.

Data subjects are able to assert the rights afforded to them by Art. 15 to Art. 22 GDPR against both contracting parties. Where a data subject, in exercising their rights as a data subject, contacts one of the Parties, in particular with a view to obtaining, rectifying and deleting their personal data, the Parties undertake to forward this request without undue delay to the other Party, irrespective of any obligation to satisfy the data subject's rights.

5.3.

The Parties undertake to fulfil the obligation to provide information as referred to in Art. 15 GDPR and to make available to data subjects, upon request, the information to which they are entitled under Art. 15 GDPR. As a matter of principle, the information will be given to data subjects by the contracting party to which the request was made. Where necessary, the Parties will make available to each other the necessary information from their respective area of activity. The point of contact of the respective Party responsible in this respect is a person from the respective Party's organisation who is tasked with data protection. Any change to the respective point of contact must be notified to the other Party without undue delay. The Parties are also deemed to have fulfilled their obligation under the fifth sentence, when the person tasked with data protection as indicated in the privacy policy or legal notice of a Party is contacted.

5.4.

Where personal data is to be deleted, the Parties will notify each other beforehand. The respective other Party may object to the deletion where a legitimate reason exists, for instance where it is subject to a statutory obligation to retain the data.

6. Obligations to inform each other

The Parties will inform each other without undue delay and in full, if they discover errors or irregularities with respect to data protection provisions when auditing processing activities or the results of contract data processing.

7. Making available of this arrangement

The Parties undertake to make available to data subjects in accordance with Art. 26 (2) GDPR the essence of this arrangement on joint controllership. Stepstone will make a current version of this arrangement publicly available at <https://www.stepstone.de/e-recruiting/allgemeine-geschäftsbedingungen/>.

8. Notification and communication

Both Parties are subject to the obligations arising from Art. 33 and 34 GDPR to notify the supervisory authority of a personal data breach and to communicate a personal data breach to the data subject for their respective area of activity. The Parties will inform each other without undue delay of any notification of a personal data breach to the supervisory authority and will forward to each other the information required for conducting the notification.

9. Data protection impact assessment

If a data protection impact assessment within the meaning of Art. 35 GDPR is required, the Parties will assist each other in this respect.

10. Documentation and storage obligations

10.1.

Documentation that demonstrates compliance within the meaning of Art. 5 (2) GDPR is to be stored by each Party in accordance with their legal powers and obligations to do so beyond the end of the contract.

10.2.

The Parties have their own responsibility for ensuring that they comply with all statutory retention obligations in place in relation to the data. To this end, they are to take appropriate data protection precautions (Art. 32 ff. GDPR). This applies in particular in the event that the collaboration comes to an end.

10.3.

When the main contract comes to an end, Stepstone will delete the data contained in the Applicant tracking system, no later than one year after the application was received in the Applicant tracking system. The Customer may ask Stepstone at any time to delete data in its own area of activity. Stepstone will perform the deletion without undue delay, unless Stepstone is authorised or obligated to retain the data.

11. Data secrecy and confidentiality of data

The Parties will ensure, within their area of activity, that all employees involved in the data processing maintain the confidentiality of the data in accordance with Articles 28 (3), 29 and 32 GDPR in the period in which they are employed as well as after their employment comes to an end and that said employees, before commencing their work, will be accordingly obligated to data secrecy and instructed in the data protection provisions that are relevant to them.

12. Privacy by design and technical and organisational measures

12.1.

Systems are to be implemented, operated and configured with default settings taking into account the specifications of the GDPR and other rules and regulations, in particular taking into account the principles of privacy by design and by default and using suitable, state-of-the-art technical and organisational measures.

12.2.

The Parties shall take suitable organisational and technical measures in accordance with the relevant data protection laws, including the GDPR and in particular Art. 32 thereof, to protect the personal data of the data subjects and their rights and freedoms, taking into account implementation costs, the state of the art, type, scope and purpose of processing as well as the probability of occurrence and severity of the risk. The technical and organisational measures are subject to technical progress and further development. In this respect, the Parties are required to check the effectiveness of the measures and adapt them accordingly as technology progresses. Alternative protective measures are permitted as long as they do not fall below the protective level of the defined measures. Significant changes must be documented and reported to the other Party without undue delay.

12.3.

The personal data to be processed in the course of providing services on the Stepstone platform or in the Recruiter Space is stored on specially protected servers.

13. Data processors

13.1.

The data processors listed in Annex 1 provide services on Stepstone's behalf. The Parties may place orders with other processors and will provide the respective other Party with an up-to-date list of processors for information purposes, insofar as the scope of this arrangement is concerned as a result. Reference to the publication of an up-to-date list on the respective Party's own website will suffice in order to fulfil this obligation to provide information.

Customers can sign up for notifications of changes to our Exhibit 1 subcontractor directory at https://email.stepstone.com/optiext/optiextension.dll?ID=9%2BD9ftIAomswSBbo8j%2BA7LUArqxz3WqYdqFJx4QacQYBlcWVbWzJkXFqV8mua3oacydyjqk5YR__%2BO.

If the other Party lodges an objection against the amendment within four weeks of notification, the changing Party is required to discontinue the service in its area of activity, without this giving rise to any right to terminate the main contract. An objection against an amendment can be lodged only where good cause exists, in particular if a data transfer to a third country is necessary for performing the data processing contract.

13.2.

When engaging data processors within the scope of this arrangement, the Parties undertake to conclude a contract in accordance with Art. 28 GDPR and to commission only those subcontractors who meet the requirements of data protection law and the specifications of this contract.

13.3.

Services provided by third parties as ancillary services to assist in the execution of the contract data processing are not deemed to be data processors. These include, for example, telecommunications services, maintenance and User service, cleaning staff, inspectors or the disposal of data media. The Parties are, however, required to make appropriate and lawful contractual agreements and take control measures to ensure the protection and security of the data, including where ancillary services are outsourced.

14. Records of data processing activities

The Parties will maintain a record of data processing activities in accordance with Art. 30 (1) GDPR, including and in particular noting the nature of the processing operations under joint or sole controllership.

15. Liability

Externally, the Parties shall be jointly and severally liable, without prejudice to the provisions of this contract, for damage to data subjects, which is caused by processing which is not compliant with the GDPR. Internally, the Parties shall be liable, without prejudice to the provisions of this contract, only for damage arising within their respective area of activity.

Annex 1 on the processing of personal data by Stepstone and the customer as joint controllers pursuant to Art. 26 (1) 1 GDPR

Stepstone's subcontractors listed below are deemed to have been approved when the contract is awarded:

The Stepstone Group GmbH, Völklinger Str. 1, 40215 Düsseldorf, Germany Services:

- Hosting and related security services
- Back-up services
- Customer-service troubleshooting support
- Provision of a web application firewall

The Stepstone Group EMEA GmbH, Völklinger Straße 1, 40219 Düsseldorf, Germany Services:

- Hosting and related security services
- Back-up services
- Customer-service troubleshooting support
- Scheduling and coordination within the framework of the customer center
- Provision of the infrastructure of the customer center

The Stepstone Group Belgium N.V., Wolstraat 70 Rue aux Laines, 1000 Brussels, Belgium Services:

- Hosting and related security services
- Back-up services
- Customer-service troubleshooting support

The Stepstone Group Polska sp. z o.o., ul. Domaniewska 50, 02-672 Warsaw, Poland Services:

- Customer-service troubleshooting support

Last revised:06.03.2024