

1. General

a) Our service

MEDWING GmbH (hereinafter "MEDWING" or "we"), a digital career consultant, offers interested parties the opportunity to register by creating a personal user profile and to upload their CV as a user (hereinafter "user" or "you") free of charge on the internet website medwing.com (hereinafter "platform") and to state their career wishes (hereinafter "search request") with the aim of ensuring that:

(a) our career advisors will find for you free of charge a job offer corresponding to your expectations at a new employer and present it there for your application (hereinafter referred to as "job placement")

(b) and/or our career consultants provide you with free ongoing tips for optimizing your career development (hereinafter "Career Optimisation")

(c) and/or that we employ you in our internal temporary work team and then place you with companies within the framework of temporary employment (hereinafter referred to as "temporary employment").

These General Terms and Conditions (hereinafter "GTC") contain the general rules for the use of all services offered within the framework of MEDWING Services. A current version of the General Terms and Conditions can be viewed, downloaded, saved or printed at any time under the link "General Terms and Conditions" at medwing.com/agb.

b) Registered name and address

MEDWING GmbH

Rosenthaler Str. 12, D-10119 Berlin, Germany

Internet domain: medwing.com

Phone: +49 (0) 30 202380920

E-Mail: info@medwing.com

Legally authorized managing directors: Johannes Roggendorf, Dr. Timo Fischer

Main business activity: Operation of the Internet website medwing.com

Entry in the Commercial Register: Local Court Berlin-Charlottenburg HRB 186507".

c) Supervisory authorities

The competent supervisory authority within the framework of temporary employment is the Kiel Employment Agency.

d) Applicable law and language

The business relationship between the user and MEDWING is subject to UK law to the exclusion of the reference standards of international private law. The UN Convention on Contracts for the International Sale of Goods shall not apply. If the user has no general place of jurisdiction in the UK or in another EU member state, the exclusive place of jurisdiction for all disputes arising from this contract shall be the place of business of MEDWING. The authoritative language for

communication between the user and MEDWING during the business relationship shall be in English. The General Terms and Conditions are exclusively available in English.

2. Subject of performance

A platform agreement is concluded between MEDWING and the user. The object of the contract is the provision of the platform by MEDWING free of charge for the user and the associated possibility for the user to register and then to use the MEDWING Services on the platform free of charge, which are explained in more detail below under Item 4. MEDWING reserves the right to extend the MEDWING Services by additional free or chargeable functions.

3. Use

a) Conditions for use

The use of MEDWING Services is only permitted to natural persons. Minors and other persons with no or only limited legal capacity are excluded from using MEDWING Services. Use of the MEDWING Services requires the user to register on the platform by creating a user account (hereinafter "Account").

b) Registration

(1) Only one registration per user is permitted.

(2) To create an account, you must first complete the electronic form provided by MEDWING on the platform completely and correctly and send it to MEDWING by clicking on the corresponding button. In addition to your job preferences, a salutation, a valid e-mail address, a name and a telephone number must be provided.

(3) After confirming your e-mail address by clicking on a link sent to you by e-mail, your account is activated. With your e-mail address and the specified password, you can access your password-protected user area on the platform ("Login") after completing registration.

(4) If you do not activate the account immediately, but we have job offers that match your search criteria specified in the electronic form, we are entitled to contact you at the email address or telephone number specified so that the opportunity does not expire and so that the purpose of using our service is not jeopardized.

c) Conclusion of contract

(1) By clicking on the button "FREE REGISTER AND RECEIVE FREE JOB OFFERS" or "FREE REGISTER" or "RECEIVE FREE JOB OFFERS" on our website, you are submitting a legally binding offer to conclude a platform contract with us.

(2) In order to be able to use the MEDWING Services offered by MEDWING in a targeted manner, you may at any time supplement your profile information on the platform in the electronic forms provided for your account with further personal details. If no further input is made by the user after an account has been created, MEDWING is entitled to contact the user in order to inform him of the further steps required for the use of MEDWING Services.

(3) MEDWING is entitled to refuse to conclude a contract with the user without stating reasons.

4. MEDWING Services

a) Job placement

MEDWING offers you a free job placement service for full-time and part-time positions in companies that offer suitable positions. We record your curriculum vitae and the necessary documents (hereinafter referred to as your "applicant profile") in order to present them to suitable companies and thus help you to find a new full-time or part-time position free of charge and with as little effort as possible.

(1) Prerequisite for the use of our service for job placement is the entry of a current curriculum vitae and the necessary documents on our platform. This can also be done for you by one of our career consultants, if you send him the relevant documents via email or other communication channels, e.g. Whatsapp.

(2) You decide yourself whether you want to upload or send us a picture of yourself in addition to your curriculum vitae and copies of the required documents.

(3) After your applicant profile has been completely created on our platform, you will be able to view the current status of the introduction process via our platform.

(4) Our career consultants are entitled to contact you by telephone, email, SMS or Whatsapp to complete your candidate profile, discuss your preferences, the status of the process and coordinate the introduction process.

(5) In order to select suitable positions for you, the job placement includes processing your job preferences, CV and address using algorithms and statistical procedures.

(6) In order to ensure that your candidate profile matches a position in a company, our career consultants are entitled to present and discuss your candidate profile anonymously, i.e. without any possibility of tracing it back to you.

(7) In order to finally introduce you to the company and to arrange a job interview or an observation appointment after a successful review of your application documents, our career advisors are entitled to make your complete applicant profile available to the respective company in consultation with you. For clarification: Your personal data will only be passed on after consultation with you and only for the purpose of your presentation to the company selected in consultation with you.

(8) As long as you make use of MEDWING Services, MEDWING shall be entitled to contact you and introduce you to new positions that match your search preferences.

(9) The data and documents provided within the scope of completing the applicant profile will be made available by you. MEDWING is not responsible for their timeliness, accuracy and completeness and does not guarantee them.

(10) MEDWING does not give any assurance as to the suitability, availability or quality of the jobs proposed. None of the information provided by us constitutes a binding commitment.

(11) MEDWING does not owe you any mediation or successful mediation with regard to the conclusion of an employment contract. Whether an employment contract is concluded between you and the respective company at which we present you after an introduction is at the discretion of the respective company. MEDWING does not guarantee the conclusion of an employment contract.

(12) MEDWING accepts no liability for the validity of the employment contract concluded between you and a company to which we have introduced you. We are also not liable for the risk that applications will be rejected, not processed or processed with delay, nor for the correctness of documents or information provided to you by the company we have introduced you to.

(13) Any information about the company to which we have presented it or about the specific job is not an advisory service to you but serves exclusively to facilitate your independent decision in choosing a job, over which we have no influence.

(14) MEDWING conducts a survey after a successful or unsuccessful placement process to ensure quality assurance and improve our processes.

b) Career optimisation

In the field of career optimisation MEDWING offers free tips and hints for the development of your career, e.g. recommendable further training courses or important steps and measures that will bring you closer to your personal career goals.

(1) We use algorithms and statistical procedures to process your job preferences, CV and address in order to identify factors that influence your career progress and to compile suggestions for you based on these factors.

(2) We also conduct regular surveys to keep abreast of current market developments with the aim of improving our career optimisation. We are entitled to email you an invitation to participate in the survey.

(3) Our career advisors are entitled to send you tips and advice on career optimisation by email free of charge.

(4) MEDWING does not give any assurance as to the suitability, availability or quality of the proposed measures. None of the information provided by us constitutes binding advice.

(5) MEDWING does not owe you any success in optimising your career. MEDWING does not guarantee the success of the proposed measures.

(6) Any suggestions and tips for the development of your career are not consulting services to you but serve exclusively to facilitate your independent decision in the choice of workplace or further training, over which we have no influence.

c) Provision of temporary staff

MEDWING offers temporary employment in our own temporary work team and will then place you flexibly and also at short notice with third companies according to your wishes within the framework of temporary employment. For this purpose we record your curriculum vitae and the necessary

documents, then evaluate with our experts whether you fit into our team with your specific specialisation and then, if necessary, conduct an interview with us.

(1) The prerequisite for using our temporary employment service is to include a current curriculum vitae and the necessary certificates on our platform. This can also be done for you by one of our career consultants if you send him the relevant documents by email or other communication channels, e.g. Whatsapp.

(2) You decide whether you want to upload or send us a picture of you along with your CV and copies of the required documents.

(3) After your applicant profile has been completely created on our platform, you will be able to view the current status of the introduction process via our platform.

(4) Our career consultants are entitled to contact you by telephone, email, SMS or Whatsapp to complete your candidate profile, discuss your preferences, the status of the process and coordinate the introduction process.

(5) As long as you use the MEDWING Services, MEDWING is entitled to contact you and introduce you to new positions that match your search preferences.

(6) You will provide the data and documents specified in the completion of the applicant profile. MEDWING is not responsible for their topicality, correctness and completeness and does not guarantee them.

(7) MEDWING shall conduct a survey after a successful or unsuccessful application process in order to ensure quality assurance and improve our processes.

5. Obligations of MEDWING and accessibility

a) MEDWING undertakes, by concluding this Platform Agreement, to grant you a free, non-exclusive, non-transferable and non-sublicensable right to use the current version of the Platform for the duration of this Platform Agreement.

b) MEDWING undertakes to provide support by e-mail.

c) MEDWING undertakes to transfer data (not e-mail or Whatsapp) between your device and the MEDWING systems via SSL connection. MEDWING is entitled to adapt the technical measures for the protection of your data at any time (e.g. due to legal requirements or further development of the state of the art).

d) MEDWING offers you the possibility to delete your account including all data stored there at any time. An email to info.uk@medwing.com is sufficient.

e) MEDWING strives for high technical standards, but points out that errors in the technology used (hardware and software) which may lead to damage cannot be excluded. We make every effort to ensure that the platform can be reached continuously; however, continuous availability of the platform is neither owed nor guaranteed. We reserve the right to restrict access to the service, in particular for maintenance, security or capacity reasons.

f) Use of the MEDWING Services requires a computer or mobile device, Internet access and common and functional browser software.

g) We reserve the right to restrict or supplement the services offered free of charge within the framework of MEDWING Services.

h) MEDWING will continuously update, extend and/or change the software of the platform in order to react to changed user interests, to eliminate technical errors and to introduce new functions. There is no claim to maintenance of the software in the condition existing at the time of conclusion of the contract or at a later point in time. MEDWING reserves the right to offer the software or MEDWING Services only for certain operating systems or only for certain versions of operating systems.

6. Obligations of the user to cooperate

a) For the proper execution of the platform contract it is necessary that the user immediately informs MEDWING of any relevant changes, e.g. to his name or contact data including address.

b) The User shall be obliged to provide truthfully and completely the data collected in connection with the registration. In the event of a change to the data collected after registration, the user must update the information in his account without delay or - if this is not possible - notify MEDWING of the changes without delay.

c) Orders and instructions of the user to MEDWING must show the content of the transaction beyond doubt. In the case of orders and instructions issued electronically, by telephone or otherwise, the user must ensure that no transmission errors, misunderstandings, abuses or errors occur. If information or confirmations from MEDWING deviate from the user's orders or instructions, the user must complain immediately.

d) You warrant that you:

- will not use the software of the platform and the MEDWING Services for commercial purposes,
- no non-user account may be entered on the platform without the express permission of the third party,
- no viruses, Trojans, worms or other malicious code will enter or attempt to enter the Platform,
- will not attempt to hack or manipulate the Platform's software,
- will not circumvent or attempt to circumvent any security features of the platform or MEDWING,
- will comply with the laws and regulations applicable to you when using the platform or the MEDWING Services,

e) You are prohibited from renting your account or otherwise using it commercially unless expressly permitted to sublicense it or make it available to third parties in a manner not expressly permitted

or pass on the access data to third parties.

f) You are obliged to keep your account data and your password secret and protected from access by unauthorised third parties. You agree to take all necessary steps to ensure confidentiality, for example by using a secure password consisting of numbers, letters and special characters and by changing your password regularly. If your password is lost or if you discover or suspect that your access data is being used by a third party, you must inform us immediately and, if possible, change your password immediately.

g) MEDWING is entitled to temporarily block your account in case of justified suspicion of a violation of your duties to cooperate in order to be able to carry out further investigations. MEDWING will immediately restore your account as soon as the investigations have been completed and you have been cleared of all accountability.

7. Remuneration

a) The use of the MEDWING Services is generally free of charge for you. We reserve the right to extend the MEDWING Services with additional free or chargeable functions.

b) When using the MEDWING Services, however, connection and transmission fees may be incurred which are charged by the respective Internet provider or mobile phone provider that has been borne by the user.

8. Liability and burden of proof

a) MEDWING shall be liable to you in all cases of contractual and non-contractual liability in cases of intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of futile expenses.

b) In other cases, unless otherwise stipulated in c), we shall only be liable in the event of a breach of a contractual obligation, the fulfilment of which is essential for the proper performance of the contract and on the observance of which you as the user may regularly rely (so-called cardinal obligation), limited to compensation for foreseeable and typical damage. In all other cases our liability is excluded subject to the provision in c).

c) Our liability for damages resulting from injury to life, body or health and under the Product Liability Act shall remain unaffected by the above limitations and exclusions of liability.

d) In the event of a loss of data, liability for the recovery of your data shall be limited in amount to the costs necessary to recover the data which would have been lost even if regular and appropriate data backup measures had been taken or which can otherwise be reconstructed from machine-readable data material with reasonable effort even in the event of missing, regular and appropriate data backup measures.

e) These limitations or exclusions of liability also apply to the liability of MEDWING's employees, workers, staff, representatives and vicarious agents, in particular the personal liability of shareholders, employees, representatives, organs and their members.

f) A change in the burden of proof to your disadvantage is not associated with the above provisions.

9. Term, termination

a) The term of this platform contract is unlimited and can be terminated by the user or MEDWING with a notice period of two (2) weeks to the end of a calendar month, unless a limited term has been expressly agreed.

b) The right to terminate for good cause shall remain unaffected. Good cause shall be deemed to exist in particular if the User breaches his duties to cooperate (cf. Section 6).

c) Any termination of this platform contract requires text form (e.g. e-mail or letter) to be effective. If a corresponding function is provided by us on the platform, you can also declare your termination by using this function in the password-protected user area of the platform; however, this does not apply to a termination for an important reason.

d) This Platform Agreement and thus your right to use the MEDWING Services shall end automatically and immediately if you request MEDWING to delete all your data stored within the framework of the Platform. In such cases, MEDWING does not need to expressly terminate the contract.

e) Upon termination of the contractual relationship, we will block your account. We will finally delete your account no later than six (6) months after termination of the contract. This shall not apply if we still need the relevant data to enforce claims against you or if we are legally obliged to store the data.

10. Data protection

a) The protection of personal data is important to MEDWING. MEDWING therefore undertakes to comply with the statutory data protection provisions, in particular the Federal Data Protection Act (BDSG) and the Basic Data Protection Ordinance (DSGVO), in order to achieve adequate protection and security of user data.

b) The collection, use and processing of certain personal data from you is necessary within the scope of the services provided by MEDWING to you in the execution of this platform contract. In particular, it is necessary for certain personal data to be exchanged between MEDWING and the companies at which we present you for application purposes.

c) Detailed information on the collection, processing and use of your personal data within the framework of MEDWING Services in accordance with the platform agreement concluded with MEDWING and on your rights as a user can be found in MEDWING's data protection declaration at [medwing.com/data protection](https://medwing.com/data-protection).

11. Amendments of these General Terms and Conditions

a) These GTC can be changed and adapted to the new circumstances at any time if MEDWING has a legitimate interest. In particular, a legitimate interest exists in the event of a change in the legal situation or the jurisdiction of the supreme court, the market conditions, in order to adapt to

new technical developments, to close regulatory gaps or to expand the range of services of the platform.

b) All users shall be expressly notified of any change by e-mail six (6) weeks before the change takes effect.

c) If the User objects to the amendment to the GTC within six (6) weeks, beginning on the day following the announcement of the amendment, in text form (e.g. letter, fax, e-mail), the contractual relationship shall be continued under the previous conditions. In this case MEDWING is entitled to terminate the contractual relationship without notice, with the result that your account will be deleted. The original GTC shall continue to apply until the termination of the contract.

c) The amended version of the GTC shall be deemed to have been agreed if the user does not object or terminate in due form and time within this period or continues to use MEDWING Services after the amendment has come into effect.

d) MEDWING undertakes, at the beginning of the period, to draw the user's special attention to his right of objection and the consequences of further use of MEDWING Services in the notification of the amendment to the GTC.

e) With the User's consent, these GTC may be amended at any time.

12. Severability clause

Should a clause of these GTC be ineffective, the remaining clauses remain unaffected. The ineffective clause shall be deemed to have been replaced by one that comes closest to the meaning and purpose of the ineffective clause in a legally effective manner. The same applies to any loopholes.

Status: 25 May 2018 - Version 2.0