

## User Terms and Conditions and Privacy Statement

Please read these (i) Terms and Conditions and (ii) Privacy Statement carefully prior to using the 42Cap Talent Pool platform, as these will apply to your use of the 42Cap Talent Pool platform and our Services.

### (i) Terms and Conditions

#### 1. In general

Sompani UG (“Sompani”, “Sompani Talent Communities”, “us”, “we”, or “our”) has created several websites that operate as online Talent Pool and Job Board platforms that offer Services, as defined hereinafter for registered Users. The present Terms and conditions together with our additional Privacy and Cookie Policy apply to the use of the 42Cap Talent Pool platform whether as a guest or a registered user. Use of the 42Cap Talent Pool platform includes accessing, browsing, or registering to use the 42Cap Talent Pool platform.

By using the 42Cap Talent Pool platform, you acknowledge and confirm that you have read and understood these Terms and conditions, and accept to be legally bound by the application of these Terms and conditions, including our additional Privacy and Cookie Policy. If you do not agree to all of these Terms and conditions and our Privacy and Cookie Policy, you must not use the 42Cap Talent Pool platform or register for our Services.

We may modify these Terms and conditions and our Privacy and Cookie Policy from time to time by amending this page and therefore advise to regularly check this page, as these modifications are binding on you. Any derogation from the present Terms and conditions and our Privacy and Cookie Policy is excluded unless a prior explicit and written agreement by us.

#### 2. Definitions

##### 2.1. Users

**Users** as defined in the present Terms and conditions are natural persons and legal entities who have registered and whose registration is confirmed by Sompani. Users can only register, if they are part of the 42Cap Talent Pool community. If the Company (domain) of the User is not yet registered with 42Cap Talent Pool, Sompani Talent Communities will provide an answer with regard to the necessary steps to register upon demand of the User, if Sompani Talent Communities deems necessary.

Users who are successfully registered could be considered both User-Referrer as well as User-Recruiter depending on the nature of their activity as explained as follows:

- A **User-Referrer** is a specific registered User who refers a Candidate, as defined hereinafter, of which it guarantees the receipt of an informed consent to upload its following mandatory personal information: availability date, educational level, language(s), professional experience, position, field, geographical area of availability, keywords describing the Candidate, as defined hereinafter, on the 42Cap Talent Pool platform for the purpose of a possible recruitment by a User-Recruiter.

- A **User-Recruiter** is a specific registered User who browses through the 42Cap Talent Pool platform in our pool of Candidates for a Candidate, downloads Candidate CV's, views either short or full profiles and gets introduced to a Candidate for the purpose of interviewing and potentially hiring a Candidate, as defined hereinafter.

- A **Candidate** is a natural person that is referred by a User-Referrer whom there is a connection between them. A connection may be, amongst others, a former job candidate, a former or current colleague, or an acquaintance that is looking for new job opportunities and is willing to be recruited via the 42Cap Talent Pool platform and to work in a Portfolio Company.

## **2.2. 42Cap Talent Pool Account**

Following registration, the User will have to provide a password. The User is the only one who may use its 42Cap Talent Pool account and must keep its password secret.

When logged in, Users are able to view Candidates; to access saved and referred Candidates; Candidates that are marked as *favourite candidate*.

## **2.3. Sompani Global Pool**

Referred candidates will remain exclusively accessible to the 42Cap Talent Pool platform and its registered Users for a period of three weeks. If the Candidate is still willing to be recruited and has not been placed for a position within three weeks after publishing Candidate's profile on the 42Cap Talent Pool platform, a copy of Candidate's profile may be published to a Sompani Global Pool.

## **3. Operation of our Services on the 42Cap Talent Pool platform**

Sompani Talent Communities sets up and operates the 42Cap Talent Pool online platform in the area of human resources where Users and Candidates may come into contact with each other by referring and searching Candidates with a view of finding new employment relationships, hereinafter collectively called "Services".

Please find hereinafter the operation and the rules and guidelines on which Users may make use of our Services on the 42Cap Talent Pool platform.

### **3.1. Registration**

In order to be able to make use of our Services on the 42Cap Talent Pool, Users-Recruiters are required to register as a User. In order to be able to register, Users-Recruiters need to request access to the Talent Pool Community. Once access is granted by Sompani Talent Communities, Users-Recruiters are required to provide first name, last name, email address and a password.

Sompani Talent Communities will verify all logins either by pre-determined list of emails or manually after login. Only companies with email-domains are eligible to use our Services. Should a User forget its password it should click on "forgot password" Sompani Talent Communities will send a verification email with a new password-reset link. Furthermore we ask you to read our Terms & Conditions as well as our Privacy Policy very attentively prior to register through the 42Cap Talent Pool platform on the 42Cap Talent Pool platform and acknowledge and agree to be bound by these Terms and conditions.

To complete your registration as a User, you are required to confirm your email address by clicking the email confirmation link in the confirmation email we send you after your registration. If you cannot find this confirmation email, we would like to ask you to check your spam folder in your email account, or otherwise to contact [info@42cap.talent.careers](mailto:info@42cap.talent.careers). You will need to register and confirm with your email address, containing the company's

name where you are currently working or an equivalent abbreviation, in order to be able to access Candidates' full profiles or to complete a successful Candidate referral, as explained later.

Please be advised that Sompani Talent Communities only acts as enabler between Users and Candidates, and should under no circumstances be considered as an employer.

### **3.2. Refer a Candidate**

After a successful registration, a User-Referrer will be able to refer a Candidate by inviting Candidate to complete a profile on this platform.

Candidates must upload themselves and have to be referred by a User-Referrer. User-Referrers can refer Candidates to the 42Cap Talent Pool with a personal referral link, or by inviting them over the invite candidate function. User-Referrers can also upload a candidate profile over the "Upload Candidate" function, which is then subject to Candidate's approval.

Upon receipt of this referral link, Candidates may accept or refuse to be referred on the 42Cap Talent Pool platform as Candidate. If a Candidate refuses to be referred, no other action needs to be taken. If a Candidate accepts to be referred it is necessary in order to finalize the referral that Candidate completes a profile and accept these Terms and Conditions as well as the Sompani Talent Communities Data Processing Agreement (DPA).

In order to secure the privacy of its Users and any potential Candidate, the Candidate will have the option to hide its profile a list of companies it selected prior to completing its profile review.

Upon completion of a profile on the 42Cap Talent Pool platform, User-Referrer that initially provided Candidate a referral link will be notified either via email or directly through the 42Cap Talent Pool platform. User-Referrer may then add a personal endorsement to Candidate's profile and decide whether to approve or decline publication of Candidate's profile on the 42Cap Talent Pool platform. Candidate will not be able to modify the personal endorsement about him or her from the User-Referrer. Should a Candidate not agree on the content of the endorsement it could send a motivated email to [info@42cap.talent.careers](mailto:info@42cap.talent.careers). Sompani Talent Communities will take all complaints seriously and will investigate them.

Candidate's review and acceptance of these Terms & Conditions, of the Sompani Talent Communities Data Processing Agreement and User-Referrer's approval to publish Candidate's profile on the 42Cap Talent Pool platform will be incumbent on a successful upload of the Candidate's profile to the 42Cap Talent Pool Talent Community pool.

On a weekly basis after a Candidate has been uploaded, the Candidate will be asked whether he or she is still looking for a job. He or she then has the possibility to remove the profile from our portal in case he or she is not actively looking for a job anymore.

If several User-Referrers try to upload the same Candidate, the effective User-Referrer will be the User-Referrer that was first accepted by the Candidate and accordingly approved to be added to the 42Cap Talent Pool by User-Referrer.

### **3.3. Search a Candidate**

User-Recruiters get unlimited access to Candidate short profiles.

**Short profiles** disclose the following information: User-Referrer's position, User-Referrer's field, User-Referrer's employer; Candidate's field, Candidate's position, Candidate's years of experience, Candidate's languages, Candidate's biography, Candidate's geographic availability as well as User-Referrers endorsement. User-Recruiters can save short profiles that they are interested in, to be able to find them at a later point in time.

**Full profiles** disclose the following information: if a User-Recruiter is interested in a Candidate's short profile, they can view the Candidate's full profile by clicking on the button "view full profile". Full profile discloses: Candidate CV, biography, field, position, connection between User-Referrer and Candidate, years of experience, languages, availability of EU working permit.

**Matching profiles** aggregate a curated list of Short profiles, suggested to User-Recruiter on basis of a tailor made **matching algorithm**. This matching algorithm detects matches between Candidate profiles, including amongst others Candidate's education level, work experience, and CV information, as well as User-Recruiter's vacancy information. Matching profiles are available under the My Matches section.

Sompani has made available a tailor made **search algorithm** in order to enable its User-Recruiters to filter their search amongst others, by position, skill tags, language, field, availability, language, years of experience. Furthermore, Sompani might in the near future integrate different curation weights to search results, improving the feed of candidates to User-Recruiter.

For example, User-Recruiters' search results would rank a Candidate who is immediately available, speaks multiple languages, and has a significant work experience higher than a Candidate who is only available in 4 months, speaks only one language, and has no work experience.

Sompani allows User-Recruiters to browse in their specified pool of Candidates, view full Candidate profiles, download candidate CV's, and get introduced to Candidates for free. Access to Candidate profiles is unlimited, with the exception for Matching profiles.

### **3.4. Introduction between User-Recruiter and Candidate**

A User-Recruiter is allowed to get in touch with any Candidate by clicking on *Contact Candidate* on the Candidate's full profile page. After your confirmation, Sompani Talent Communities will send a request email to Candidate, asking for three optimal time-slots for an interview. Once Candidate indicates interest in the interview and states three possible interview dates and times, these dates and times will be forwarded to User-Recruiter that will in turn choose one date and time of convenience. Afterwards, an introduction email to User-Recruiter and the Candidate will be sent by Sompani Talent Communities, entailing a calendar invitation for both parties. The User-Recruiter is then allowed to get to know the Candidate and start the hiring/employment process.

## **4. Other rights and obligations of Users and Candidates**

### **4.1. Obligation to provide accurate and correct information**

Both the Users as well as the Candidates are obliged to supply correct, accurate and full information. The details must at all times be current and correct.

### **4.2. User content**

Whenever you make use of a feature that allows you to upload content to the 42Cap Talent Pool platform, or to make contact with other Users of the 42Cap Talent Pool platform, you must comply with the content standards set out in these Terms and conditions. You acknowledge that copying or using user content of another User actually requires the explicit consent of the other User.

Sompani Talent Communities is at any time entitled but not obliged to control the Users and the 42Cap Talent Pool User Account and has the right to remove any posting you make on the 42Cap Talent Pool platform if, in our opinion, your post does not comply with our Terms and conditions. Sompani reserves the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the 42Cap Talent Pool platform constitutes a violation of their intellectual property rights, or any other legitimate right it holds.

The User acknowledges that the following, non-exhaustive, acts are forbidden and therefore undertakes not to perform them:

- Post content which may be considered as discriminatory, vindictive, threatening, deceptive, libellous, threatening or offensive;
- Post content that contains obscenity, pornographic content or any other content that may compromise the human dignity;
- Install computer viruses or any other malware;
- Stalk other Users;
- Inappropriate use of political, nationalist or religious symbols and/or beliefs;
- Commit or incite to commit any crime or unlawful act;
- Violate any (property) right or intellectual property right whether registered or not, including but not limited to copyright, trademark or designs, etc.
- In general, perform any act that is in conflict with any law or which constitutes a violation of any third party's rights and which otherwise is unlawful towards third parties or towards Sompani Talent Communities.

The User is solely responsible for securing and backing up their content. The views expressed by other Users on the 42Cap Talent Pool platform do not represent our views or values. In the event of a violation of any of these Terms and conditions, Sompani Talent Communities is entitled to block the 42Cap Talent Pool account.

The User acknowledges and explicitly agrees that any use of Candidate information offered through the 42Cap Talent Pool platform can only be used in connection with the purpose as described in our Services. No information, whether partial or as a whole may be reproduced or transmitted in any form or by any means – either electronically or by copying or on any other way possible – without prior permission in writing from Sompani Talent Communities.

#### **4.3. Unauthorised use by minors**

You are not permitted to create a 42Cap Talent Pool account on the 42Cap Talent Pool platform if you are under 18 years of age and do not have the permission of your parent(s) or legal representative, if you in any other way lack capacity and did not obtain the consent of your legal representative or if Sompani Talent Communities has definitively or temporarily banned you from using the website.

#### **4.4. Right to use all content licence**

Any content you upload to the 42Cap Talent Pool platform will be considered non-confidential and non-proprietary.

You retain all of your ownership rights in your content, but you explicitly agree that by making available the User content, you automatically grant Sompani Talent Communities and its partners a non-exclusive, transferable, royalty-free, world-wide licence that is not limited in time, with the possibility of sublicense, to use, reproduce, erase, amend or otherwise change this content without restriction, even if protected by any right, including but not limited to intellectual property rights.

You may also be granting such rights to other Users when you participate or contribute to interactive parts of the 42Cap Talent Pool platform.

#### **4.5. References**

By using the 42Cap Talent Pool platform, User-Recruiters allow Sompani Talent Communities to use their information (company logo, company name) to identify the User-Referrer and disclose it to third parties.

By using the 42Cap Talent Pool platform, User-Referrers allow Sompani Talent Communities to use and disclose their (personal) information that they have provided or inserted on the 42Cap Talent Pool platform.

Users and Candidates shall have the right to withdraw their authorization to Sompani Talent Communities at any time by sending an email at [info@42cap.talent.careers](mailto:info@42cap.talent.careers).

### **5. Property rights and intellectual property rights**

5.1. “Sompani” is a registered trademark in the Federal Republic of Germany (Deutsches Patent- und Markenamt) that is owned and used by us and may not be used, copied, reproduced or transmitted by you without the explicit consent of the owner of this trademark. “Sompani Talent Communities” is a sub-brand of “Sompani”.

5.2. Sompani Talent Communities is the exclusive owner or the licensee of all intellectual property rights, whether or not registered; technology; trade secrets; know-how; software (whether in source code or object code); company names; product names; images and graphics; design; layout; pricing policies; strategies; or other content and materials published on the 42Cap Talent Pool platform.

5.3. Since the content on the 42Cap Talent Pool platform is subject to intellectual property rights protection, such as copyright law and other applicable laws of the Federal Republic of Germany, Sompani Talent Communities reserves all its rights. Therefore the User explicitly agrees not to infringe these intellectual property rights and to abide the following principles:

- Information on this website, including but not limited to illustrations, photographs, video or audio sequences or any graphics may not be copied or used without our prior written consent, unless authorised by law under the exception for personal use;
- Our status and that of any identified contributors/advertisers (partners or third parties) as the authors of content on the 42Cap Talent Pool platform must always be acknowledged. In this regard we advise you to carefully read those partners or third parties policy on how to use/demonstrate their intellectual property on their website;
- You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from our licensors or us.
- In the event you print off, copy or download any part of the 42Cap Talent Pool platform in violation of these Terms and conditions, your right to use the 42Cap Talent Pool platform will cease immediately and you must, at our request, return or destroy any copies of the materials you have made;

- Any potentially infringing content can be brought to [info@42cap.talent.careers](mailto:info@42cap.talent.careers).

## **6. Disclaimer - Limitation of liability – No guarantee**

6.1. Sompani Talent Communities merely assumes an obligation of means and no obligation of result in that respect. Despite the continuous care taken on and attention paid by Sompani Talent Communities to the content on its website and composition of its Services, Sompani Talent Communities does not offer any guarantee regarding the exhaustiveness, correctness or reliability of the information obtained through the 42Cap Talent Pool platform and it is not liable for this. Sompani Talent Communities will not be responsible, or liable to any User or third party, for the content or accuracy of any content posted by its Users on the website.

Sompani Talent Communities introduces through the 42Cap Talent Pool platform a number of Candidates to the 42Cap Talent Pool User account, which in his turn makes the final selection. Sompani Talent Communities cannot guarantee the quality of the Candidates, and therefore explicitly exclude any liability whatsoever for the final choice by the User.

Sompani Talent Communities is not liable for any consequential loss arising from posted assignments, including but not limited to loss of time, viruses, emotional damage, loss of chance, data loss, loss of profit, loss of revenue, legal costs and/or lawyer's fees.

6.2. Sompani Talent Communities is not liable either for the damage caused by the User- Candidate in his capacity of worker to the User-Recruiter during and as a result of his recruitment at the User-Recruiter.

6.3. Sompani Talent Communities is not liable for any possible damage, including but not limited to direct, indirect or consequential damages, loss of profit or any delay in the execution or the non-execution of our commitments as described in our Terms and Conditions as a result of events beyond our normal control. In the exceptional event that Sompani Talent Communities would be held liable, that liability is limited to the amount of the assignments carried out and paid by the User through the 42Cap Talent Pool platform within the timeframe of one calendar year prior to the loss and anyhow to an absolute maximum of EUR 500 per calendar year for all losses together, and only upon proof of written records by the claimant of its actual loss.

6.4. Users explicitly agree that Sompani Talent Communities is not liable for any loss of or damage caused to smartphone, tablet, computer, data or computer and telecommunication systems as a result of the use of the 42Cap Talent Pool platform.

## **7. Pricing and payment method**

A User-Recruiter may be charged for payment in the event a referred Candidate gets hired by / or is employed either directly or indirectly by this User-Recruiter through the Sompani Global Pool platform, which is accessed over the Techleap Talent Pool under the terms and conditions as explained hereinafter.

### **7.1. Payment obligation**

A Successful hire occurs as soon as Sompani Talent Communities either received confirmation from the User-Recruiter or the Candidate, or deems it reasonable to consider that a referred Candidate has been hired by a User-Recruiter or is employed either directly or indirectly by a User-Recruiter that registered on the Techleap Talent Pool platform and viewed the full profile of the respective Candidate on the Sompani Global Pool.

## 7.2. Effectiveness of the payment obligation

User-Recruiters get unlimited and free access to profiles on our website.

A payment obligation named Service Commission takes place in the event a User-Recruiter accessed the full profile of a Candidate on the Sompani Global Pool and only after an actual hire or employment took place either within the company of the User-Recruiter or an associated firm of the company of the User-Recruiter or in the event a User-Recruiter facilitated the hire for another company.

Sompani Talent Communities will charge a one-time Service Commission in case of a Successful hire. The amount of applicable Service Commissions shall be outlined in the table below.

<b>Candidate Seniority as stated on Candidate Full Profile</b>	<b>Applicable Service Commission</b>
Working Student	€99.00
Intern	€199.00
Junior	€599.00
Senior	€899.00
Team-Lead	€1,999.00
Head of	€2,999.00
Director	€3,499.00
C-Level	€3,999.00

User-Recruiters additionally have the option to choose an Unlimited Hiring plan. Unlimited Hiring plans start at €3.999 for a period of 30 days (“Unlimited Hiring Period”), payable upon the first day of choosing the Unlimited Hiring plan. If User-Recruiter accesses a Candidate Full Profile during the Unlimited Hiring Period, which in effect leads to a Successful Hire, the above stated Service Commissions are inapplicable or Successful Hire for this particular Candidate is not subject to a Service Commission (“Service Commission Exemption”). User-Recruiters can hire an unlimited number of Candidates with the Service Commission Exemption during the Unlimited Hiring Period. Additionally, User-Recruiters will be offered hiring support by Sompani Talent Communities in form of dedicated talent recruiters. This hiring support will be specified in a separate agreement upon request of User-Recruiter.

Sompani Talent Communities reserves the right to make full access to the Sompani Global Pool subject to a monthly charge starting at €49 per User-Recruiter Company per month.

Invoices for charges shall include VAT and be sent at the latest within 14 (fourteen) calendar days upon a hire confirmation or in the event it could reasonable be considered that an actual hire or employment took place. The hire confirmation can be made either by Sompani Talent Communities, the Candidate or the User-Recruiter.

In the event of a late (or non-) payment a monthly interest of 1 % for late payment will be due. Any dispute with regard to any invoice must reach Sompani Talent Communities by a motivated registered letter or e-mail within 7 (seven) calendar days after receipt of the invoice.

The payment obligation of the Service Commission by the User-Recruiter remains applicable in the event a User-Recruiter hired a Candidate which has been displayed on Sompani Global Pool, and said User-Recruiter



accessed the full profile page of the Candidate at most 12 (twelve) months prior to the date of contract signature with the respective Candidate.

### **7.3. Obligation to inform of any Successful hire or Employment**

If a User-Recruiter hires a Candidate whose full profile page this User-Recruiter accessed on the Sompani Global Pool, the User-Recruiter agrees to act in good faith and inform Sompani Talent Communities of any Successful hire, either directly or indirectly, within a notice period of 7 (seven) calendar days starting at the point of contract signature with the respective Candidate or the direct/indirect employment. Notwithstanding the above, a Candidate must within a notice period of 7 (seven) calendar days inform Sompani Talent Communities on any hire or direct/indirect employment by email to [info@techleap.talent.careers](mailto:info@techleap.talent.careers).

If a User-Recruiter has paid Sompani Talent Communities the Service Commission, and Candidate leaves the company of the User-Recruiter due to a termination from either the User-Recruiter or the Candidate, the User-Recruiter has no right to be refunded.

The User-Recruiter agrees to pay the amount invoiced or claimed otherwise by Sompani Talent Communities regardless whether the Candidate signs with the User-Recruiter or an associated firm of its company, and regardless whether a Candidate signs for a different position than originally intended.

### **7.4. Exception on payment obligation**

Sompani Talent Communities has no right to any claims if a User-Recruiter or its other headhunting agencies have been in active contact or negotiations with the Candidate for the last 2 (two) months before a User-Recruiter has accessed the Candidate's full profile page on the Sompani Global Pool. For the purposes hereof, "in active contact" shall mean active, direct communication between both parties (Candidate and User-Recruiter) regarding the possibility of a job opportunity at the Company or any associated firm of the Company, where the Candidate shows interest and where the Candidate has not declined his/her interest yet. If User-Recruiter has been in contact with a Candidate beforehand, User-Recruiter must provide clear evidence in writing of the interaction between User-Recruiter or its headhunting agencies and the Candidate.

## **8. Termination**

8.1. Each User may hide/delete its 42Cap Talent Pool Account. Hiding account means that any User may hide his/her account from showing in the search results. Reactivation is possible. Deleting account implies that the account will be removed permanently. In this event no reactivation is possible. Please follow the instructions on the website on how to terminate or delete your account.

Both hiding and deleting accounts is settled via e-mail to [info@42cap.talent.careers](mailto:info@42cap.talent.careers). A termination will only occur after written confirmation by Sompani Talent Communities. Please take into account the notice period as specified in the written confirmation by Sompani Talent Communities.

8.2. Sompani Talent Communities reserves the right to terminate any relationship with a User or Candidate at any time for any reason at its sole discretion. Sompani Talent Communities will not have any liability to any User for any termination.

## **9. Protection of personal data and our use of cookies**

Sompani Talent Communities is committed to protecting and respecting your privacy. Sompani Talent Communities commits to respect the Laws of Germany, concerning the protection of the private life in relation to the processing of personal data and intends to comply with European General Data Protection Regulation (Reg. 2016/679).

The User has the right to obtain access to his personal data, to correct his personal data and to oppose to the processing of its data. With regard to direct marketing each User has the right to oppose, without any cost, against our use of your personal data by sending a request by e-mail to [info@42cap.talent.careers](mailto:info@42cap.talent.careers) accompanied by a copy of your identity card or by mail to the following address:

**Sompani UG (haftungsbeschränkt)**  
**Wildenbruchstrasse 23**  
**c/o Ritter**  
**12045 Berlin**  
**Germany**

With regard to the processing of personal data and cookies we advise you to carefully read our (ii) Privacy Statement below.

## **10. Availability and technical systems requirements**

10.1. In order to use the 42Cap Talent Pool platform, the User must have a compatible mobile phone, internet access and the necessary software requirements.

Software requirements means: Android operating system version 4.1 or higher and IOS operating system 8 or higher.

The requirements may over time be upgraded to offer support for new functions and services.

10.2. Although Sompani Talent Communities makes all reasonable efforts to avoid this, it is not reliable for any technical issues such as malfunctions, interruptions or problems with electronic supply of its Services. Sompani Talent Communities cannot guarantee that faults are repaired at any time, or that the platform or the server it uses is free from viruses or other contagious and/or harmful files. Sompani Talent Communities is in no way liable for any financial or other compensation.

10.3. Sompani Talent Communities is at any time, starting immediately and without any motivation, entitled to (temporarily) limit, suspend or terminate one or more Services, temporarily or permanently terminate and/or delete the 42Cap Talent Pool User account, delete user content and issue warnings, in particular if the users' actions are in conflict with these Terms and conditions or if Sompani Talent Communities deems that actions by Users may harm the User himself, other Users, third parties, Sompani Talent Communities or the 42Cap Talent Pool platform. Sompani Talent Communities will in no way be liable for this.

## **11. Hyperlinks**

No link may be created from any website which may harm Sompani Talent Communities or the 42Cap Talent Pool platform. This means websites that are in conflict with the legislation, websites with unethical content, or any other non-moral webpage content.

This ban applies to any form or technique of connection in which the name, address or any other element pertaining to Sompani Talent Communities, is included or shown on another website or application that harms Sompani Talent Communities or which refers internet users from this website or application to the 42Cap Talent Pool platform.

Sompani Talent Communities is not liable for any possible damage for hyperlinks to the 42Cap Talent Pool platform originating from other applications or websites allowing direct access to the 42Cap Talent Pool platform.

## **12. Complaints procedure**

In the event that a User, Candidate or third party deems to have found forbidden content or a violation of the code of conduct and usage rules, he/she may send a motivated e-mail to Sompani Talent Communities on the following address: [info@42cap.talent.careers](mailto:info@42cap.talent.careers). Sompani Talent Communities will take all complaints seriously and will investigate them.

Sompani Talent Communities may intervene in disputes between Users and is entitled to delete any content, if this content is in conflict with these Terms and conditions or if the content is harmful to any or all Users, Sompani Talent Communities, or a third party. When judging, Sompani Talent Communities is discretionarily competent and will always have the final say.

## **13. Severability**

If one or several provisions of these Terms and conditions are declared void, this shall not affect the validity of the remaining provisions of these Terms and conditions. Void provisions shall be substituted by provisions, which are valid and which most closely correspond to the aim and purpose of these Terms and conditions, including the void provisions. No waiver of its rights.

## **14. Transfer**

Sompani Talent Communities is entitled to transfer all or part of its contractual rights and duties to a third party, without needing the User's or the Candidate's consent and without any possibility for this User or Candidate to claim compensation related to this assignment.

## **15. Applicable law and competence**

The use of the 42Cap Talent Pool platform and the Services are subjected to German jurisdiction and shall be governed by and construed under the laws of Germany. Any possible dispute, claim procedure, arising from or incident to these Terms and conditions pertain to the exclusive jurisdiction of the Courts of the judicial district of Berlin.

### **(ii) Privacy Statement**

#### **1. In general**

Sompani builds and operates private Talent Pools as well as Job Boards for Venture Capital funds, Private Equity funds, Accelerator programs and other institutional investment bodies running under respective web-domains determined on a case-by-case basis (hereinafter "our website") that operate as an online platform that offers Services for registered Users that are active in an investment portfolio of the aforementioned institutional bodies.

Sompani is committed to protecting and respecting the privacy of any user of our website in accordance with the Laws of Germany, concerning the protection of the private life in relation to the processing of personal data and complies with the European General Data Protection Regulation (Reg. 2016/679, hereinafter “GDPR”).

This Privacy Statement together with our Terms and Conditions and any other documents referred to in it sets out the basis on which any personal data we may collect from you, or that you provide to us, will be processed by us.

In this statement you will find important information on the type of Personal Data Sompani processes when you as a User uses our website and how and for what purpose Sompani uses this information. Unless otherwise stipulated in this Statement, Sompani collects and processes your (personal) data only if you personally provide Sompani with your data (e.g. by registering on your Sompani account on our website). We will not collect, process or disclose any data without your explicit consent to accept the following stipulations of this Privacy Statement and we will respect your legal rights as described in section 8 below.

## **2. Contact details**

For the purpose of the GDPR, the data controller is Sompani UG (haftungsbeschränkt). In the event of questions about the processing of your Personal Data or should you wish to check your personal data or to have them corrected or deleted, you can contact us at the following address:

**Sompani UG (haftungsbeschränkt)**

**Wildenbruchstrasse 23**

**c/o Ritter**

**12045 Berlin**

**Germany**

**Website: [www.sompani.com](http://www.sompani.com)**

**Email: [support@sompani.com](mailto:support@sompani.com)**

## **3. Personal Data we may collect and use**

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data). Sompani may collect, use, store and transfer different kinds of personal data about Candidates and Users which we have grouped and explained as follows:

### **3.1. PERSONAL DATA WE COLLECT**

As a Candidate we may collect and process the following data:

- First and last name; email address; field (e.g. Marketing Manager); current Employers (including company Logo + short description of company); position (e.g. Junior); telephone number; Skype name; education level, language skills, availability date (e.g. when Candidate is available for a new position), work experience, availability of a EU work permit, relation to Referrer, CV of Candidate (this CV might include other (personal) information, e.g. information about previous employers) all the other information you voluntary provide to us;

We need this information in order to:

1. allow you to make use of our Services as described in our Terms and Conditions;

2. inform you of vacancies and/or to supply you with information about our Services and other activities within the Sompani operations (a. o. marketing campaigns and promotions);
3. inform you via direct marketing purposes;
4. introduce you to potential employers;
5. assess your profile and suitability for a job as a Candidate,
6. further improve your personal development and chances of getting hired,
7. verify internal checks and corporate security, to perform audits and for auditing purposes;
8. allow us to comply with the prevailing legislation and regulations.

### **3.2. What information might be collected from User-Referrer or User-Recruiter?**

As a User-Referrer or User-Recruiter we may collect and process the following data:

- First and last name; email address; description of current occupancy (e.g. Junior Marketing Manager); current Employers (including company Logo + short description of company); vacancy information; all the other information you voluntarily provide to us;

We need this information in order to:

1. present you with a pool of Candidates and/or to supply you with information about our Services and other activities within the Sompani operations (a. o. marketing campaigns and promotions);
2. allow you to access information about Candidates on our platform and to be introduced to candidates on our platform;
3. allow us to maintain our business relationship with you;
4. allow us to manage the Services of for User-Referrer(s), Candidate(s), and other User- Recruiter(s).

### **3.3. In general**

Furthermore, we process your data to keep you informed of important developments within the framework of our website. In addition, we keep anonymized data to allow us to analyse the use of the website, to enable us to enhance the functionalities and design of the website, to tailor the website to the preferences of users and to help us develop new functionalities and systems.

In conclusion, we might process personal data to prevent the abuse of website and/or criminal offences and to allow us to reply to your e-mails and deal with complaints about matters like the information you post on the website.

We only collect and process your information for a limited period in order to make use of our Services as determined in our Terms and conditions. All the information that is asked from the Users or Candidates at the time of registration and henceforth while using our Services is obligatory and essential if you wish to use our website and our Services. We explicitly wish to abide the data minimization principle in the GDPR. Should your personal data change, we ask you to amend them as quickly as possible so that we are at all times in possession of your correct data in order to use our Services properly.

### **3.4 Legal basis for the processing**

Art. 6(1) lit. a GDPR serves as the legal basis for processing operations for which we obtain Consent for a specific processing purpose. The processing of Personal Data is necessary for the performance of a contract to which the Data Subject is party, the processing is based on Article 6(1) lit. b GDPR.

## **4. Cookies**

### **4.1. What are cookies?**

A cookie is a piece of text, which asks permission to be placed on your computer's hard drive. Once you agree, your browser adds that text in a small file. A cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

Overall, cookies help to further tailor the website to the wishes and preferences of visitors. Cookies can also be used to give the content of a website or an advertisement on a website a more personal touch. A cookie does not give us access to your computer or any information about you, other than the data you choose to share with us. You may set your web browser to notify you of cookie placement requests or decline cookies completely. A cookie usually contains the name of the server that installed the cookie, an expiry date and a unique numerical code. You can delete the files that contain cookies - those files are stored as part of your Internet browser.

### **4.2. Cookies that are used by Sompani**

Our Sompani website uses several types of cookies:

#### **Indispensable/necessary cookies:**

These cookies are indispensable/essential if you wish to use our website and all its components. Without these cookies, Services we would provide (such as permitting log-in into the Sompani account) cannot be provided. They also perform a secure identity check: when you log on, this cookie will ensure that your identity is checked before the website gives you access to your personal information.

#### **Analytics/Performance cookies:**

We use performance cookies to collect information about visitors' use of the website for the purpose of improving, optimising and making the content of our website more efficient.

These cookies help us learn how well our website and services are performing. We use these cookies to analyse data about web page traffic and to understand, improve, and research our services available via our website.

#### **Advertising cookies:**

Our website uses advertising cookies. While visiting the website, your browsing behaviour and your demographic and profile data are anonymously processed in an advertising cookie. The website's advertisers can also install advertising cookies. The information collected via these advertising cookies is used to measure the effectiveness of the ads and to tailor them better to your possible interests.

#### **Functionality Cookies**

These cookies improve your experience by enabling personalization (like remembering language and region) as well as enabling certain features like tracking progress on matching and mutually introducing user base.

Each type of browser has its own method of managing cookies. You can find that information on the websites of Internet Explorer, Edge, Chrome, Safari and Firefox. Cookies can be disabled (see the settings of your device). Disabling cookies may affect the proper functioning of the website.

## **5. Disclosure of your (personal) information**

Within the framework of the aforesaid objectives, the data collected can be disclosed to other companies, within the Sompani Group being SOMPANI UG (haftungsbeschränkt) and Fanditates UG (haftungsbeschränkt) and to our User-Referrer(s), Candidate(s), and other User-Recruiter(s). This transfer may also occur from one of the above mentioned entities to Sompani. On request, we will provide you with a list of the companies that form part of the Sompani Group. The Personal Data can also be passed on to subcontractors providing services on behalf of the Sompani Group or acting under our instructions and authority, government bodies and in any and all cases where we are compelled to do so.

We ask that all people who have access to personal data through their work for us to respect a duty of confidence.

In principle we do not pass on your personal data to any third parties. We pass on your personal data to third parties only if and when required in order to give you access to the functionalities of our website, to give you access to website and in the cases described in this Agreement (amongst others in section 6 below). Do bear in mind that, you remain responsible for any data you choose to disclose to another user yourself.

### **5.1 Social media platforms and widgets**

Our Website includes social media features, such as the Facebook, Twitter and LinkedIn button. These features may collect information about your IP address and which page you are visiting on our Website, and they may set a cookie to make sure the feature functions properly. Social media features and widgets are either hosted by a third party or hosted directly on our Website. We also maintain presences on social media platforms including Facebook, Twitter, and LinkedIn. Any information, communications, or materials you submit to us via a social media platform is done at your own risk without any expectation of privacy. We cannot control the actions of other users of these platforms or the actions of the platforms themselves. Your interactions with those features and platforms are governed by the privacy policies of the companies that provide them.

### **5.2 Links to third-party websites**

Our Websites include links to other websites, whose privacy practices may be different from ours. If you submit Personal Data to any of those sites, your information is governed by their privacy policies. We encourage you to carefully read the privacy policy of any Website you visit.

### **5.3 Use of Google Analytics**

This website uses Google Analytics, a web analysis service provided by Google Inc. ('Google'). Google Analytics uses 'cookies,' which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website will be transmitted to and stored by Google on servers in the United States. IP anonymization is activated on this website, so your IP address will be shortened beforehand by Google within member states of the European Union or in other signatory states of the Treaty on the European Economic Area. The full IP address will be transmitted to a Google Server in the USA and shortened there only on an exceptional basis. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators, and providing other services to website operators relating to website activity and Internet usage. Google will not associate the IP address transmitted under Google Analytics by your browser with other data held by Google. You may prevent the storage of cookies by selecting the appropriate settings on your browser software; however, we must advise you that in this case, you might not be able to use all functions of this website to the full extent. You may prevent Google from recording the data generated by the cookie and pertaining to your use of the website (including your IP address), or processing these data by

downloading and installing the following browser plug-in available through the following link <http://tools.google.com/dlpage/gaoptout>.

## 6. Where we store your personal data

Your Personal Data will be stored on servers located in Frankfurt, Karlsruhe, and Nürnberg Germany and will only exceptionally be transferred or exported to any third country outside the European Union provided that the following safeguards are respected at all times.

Sompani stores a limited amount of personal data (namely your CV) outside the European Economic Area (EEA), namely to a company named Cloudinary, which resides in Israel. Cloudinary participates in the EU-US privacy shield (Please read [https://cloudinary.com/blog/another\\_gdpr\\_blog\\_post](https://cloudinary.com/blog/another_gdpr_blog_post)) and is ISO/IEC 27001:2013 certified (Please read: <https://cloudinary.com/trust>).

Sompani currently uses the following Sub-Processors (evolutive list subject to modifications):

Entity name	Address and company number	Processing activities
Cloudinary	Nadav Soferman, Itai Lahan, Tal Lev-Ami	Candidate CV storage
Hubspot	<u>Cambridge, Massachusetts, United States</u>	CRM system storing name, email etc. of VCs, Recruiters, Candidates
Amazon Web Services (AWS)	440 Terry Avenue North <b>Seattle</b> , WA 98109 USA	Digital infrastructure provider
Google	1600 Amphitheater Parkway	Using Gmail for emailing services, Google Drive for data storage
Zappier Inc.	548 Market St. #62411. San Francisco, CA 94104-5401	Process automations with integrations into database
NetCup GmbH	Daimlerstraße 25 D-76185 Karlsruhe	Server Host, hosting web services
Customer.io	921 SW Washington St #820, Portland, OR 97205, United States	CRM system storing user information



Mixpanel	One Front Street, Floor 28 San Francisco, CA 94111	Platform usage analytics
Segment	100 California St #700, San Francisco.	Data collection for marketing performance optimization

Sompani will only transfer Personal Data with companies (Processors or Sub-Processors) that (i) bind themselves to the Standard Contractual Clauses (SCC) in accordance with Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council; or alternatively should SCCs not be a possibility (ii) are part of the Privacy Shield which requires them to provide similar protection to personal data shared between the Europe and the US. For further details, please read European Commission: EU-US Privacy Shield.

## 7. Retention period

Personal Data is being held during the Agreement and six (12) months after the end of the Agreement. After that, server logs, backups and user-associated content is destroyed if not explicitly asked by you to keep it (opt-in).

## 8. Your legal rights

The User has the right to (1) obtain access to your Personal Data, (2) to request correction of your Personal Data when incorrect, out of date or incomplete; (3) to request erasure of your personal data; (4) to object to the processing of your Personal Data. With regard to direct marketing each User or Candidate has the right to object, without any cost, against our use of your personal data by sending a request by e-mail to [support@sompani.de](mailto:support@sompani.de) accompanied by a copy of the front side (RECTO) of your identity card or by mail to the following address:

**Sompani UG (haftungsbeschränkt)**  
**Wildenbruchstrasse 23**  
**c/o Ritter**  
**12045 Berlin**  
**Germany**  
[www.sompani.com](http://www.sompani.com)

We engage to respond to all legitimate requests within one month. However, we may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it.

You have the right to file a complaint at any time to the Berliner Beauftragten für Datenschutz und Informationsfreiheit (Berlin Data Protection Authority), supervisory authority for data protection issues (<https://www.datenschutz-berlin.de/ueber-uns/organisation/>). Sompani would, however, appreciate the opportunity to first discuss your concerns in good faith directly before you approach the competent Data protection authority and therefore kindly ask you to please contact us in advance.

## **9. Logging on via social media channels**

In the future, you will also be able to log on to the website via an account with various social media networks, such as LinkedIn. In that case, please note that we can gain access to certain data in your social media account, such as your name, profile photograph and contacts. Furthermore, in that case, your social media username and profile photograph may become automatically visible on the website and information may be published on your social media page.

Please also bear in mind that in situations like these, the privacy provisions and the terms of business/use of the social media network in question prevail and we therefore advise you to carefully read their privacy policy and instructions.

## **10. Email notifications**

In the future, we may also contact you by e-mail and via push notifications. We will for instance send you an email to verify your e-mail address, to introduce you to other User(s) or Candidate (s), and we may send you e-mails/push notifications about important developments such as an amendment to the terms of business or in the event of significant changes or major work to the website.

## **11. Security of your (personal) information**

We are aware about legitimate ongoing concerns you may have with regard to security of your (personal) information online and the current challenges on cyber threats and industrial espionage.

We have put an internal information policy framework in place based on our risk-assessment and our technical partners and ourselves have implemented state-of-the-art physical and stringent system security measures to protect your data.

However, threats to data are constant and evolving and therefore we cannot provide you any full guarantee with respect to the security of your (personal) information. Therefore, we commit and strive to take the appropriate technical and organizational measures to protect your personal data against loss, unauthorised access, disclosure and unlawful processing but we cannot assume any liability whatsoever.

## **12. Changes to our Privacy Statement**

We may modify or make changes to our privacy policy. Any modifications will be posted on this page and, where appropriate, notified to you by e-mail. Please check this page, regularly to see any updates or changes to our Privacy Statement.