

# TentaVation

## Terms & Conditions

§ 1. The Submitter hereby confirms that she or he is an employee with an ongoing employment relationship of Tentamus Analytics GmbH or one of its direct or indirect subsidiaries. The Submitter also confirms that her or his employment contract has not been terminated at the time of the submission of the idea. If the preceding conditions are not met, the Submitter will not be considered for the Starter Campaign or the one-time bonus.

§ 2. By submitting an idea, Submitter grants approval to Tentamus Analytics GmbH to implement the idea. This does not automatically lead to an implementation of the idea. It is at Tentamus Analytics GmbH full discretion to decide, which ideas will be implemented. Even though Tentamus Analytics GmbH may plan to implement a selected idea, Tentamus Analytics GmbH reserves its right to adapt these ideas or implement ideas without further involvement of the Submitter of the idea.

§ 3. In case the idea will be successfully implemented the Submitter is entitled to a one-time bonus. However, no one-time bonus shall be granted or paid to the Submitter if the submitted idea lacks uniqueness and/or novelty, is unspecific or abstract and/or general in nature, or has been submitted by another Submitter before, or has or would have been developed and/or implemented in any case by Tentamus Analytics GmbH in its normal course of business evolution without the input of the Submitter.

No one-time bonus shall be paid to Submitters, who are at the submission date in either the role of a CEO (in Germany "Geschäftsführer"), general manager, corporate development manager, managing director, location or department manager at Tentamus Analytics GmbH or one of its subsidiaries.

The further details, especially amount and payment conditions of the one-time bonus, will be governed by Appendix 1.

§ 4. By submitting the idea, the Submitter confirms being the sole creator of the idea and transfers any and all rights related to or arising from the idea (including but not limited to copyrights, patent or other intellectual property rights) to Tentamus Analytics GmbH. The Submitter of the idea hereby further grants Tentamus Analytics GmbH the exclusive and unlimited right to use, process and exploit the idea and of objects resulting from it, including the full right of disclosure. All transferred rights are, to the extent possible under applicable mandatory law, compensated by the existing remuneration of the Submitter of the idea, and the one-time bonus (subject to the conditions set out in §3 and Appendix 1).

§ 5. Ideas which are submitted before the 14th of March 2021 will be automatically considered in the Starter Campaign, as follows:

Please be aware that participating in the Starter Campaign does not automatically entitle the Submitter to win one of the prizes listed on the website <https://www.tentavation.com> (First price: iPhone 12 – 64 GB/ Colour Of Your Choice, Second Price: Bose Noise Cancelling Headphones 700; Third price: Ultimate Ears BOOM 3 Bluetooth-Speaker), however, only provides the chance to win one of the listed prizes on the website. The prizes will only be rewarded to the participants of the three best ideas. The three best ideas will be selected by a committee of Tentamus Analytics GmbHs Management Team. The committee will evaluate the ideas, taking into account at least the ease of implementation, the relevancy to Tentamus and the potential impact of the idea as well as the overall grade of creativity. Please note that final decision is within the Management Team's full discretion and may not be challenged.

Please also note that an idea which is selected as one of the best three ideas or any idea which is submitted during the Starter Campaign does not necessarily need to get implemented and may

not lead to the payment of a one-time bonus. Even if it is Tentamus goal to implement all promising ideas, it cannot be guaranteed that all ideas will be implemented. The Starter Campaign and the implementation of an idea are fully independent of each other. Thus, the winning of a Starter Campaign price by the Submitter, does not provide her or him with the entitlement of the implementation of the idea or any bonus payment. Vice versa the implementation of an idea or the payment of a one-time bonus, does not entitle the Submitter to also win one of the prices in the Starter Campaign.

The idea number of the top three ideas will be posted on this website within 3 weeks after the submission deadline of the campaign. The Submitter of the selected idea shall claim her or his ideas by clicking on "Mine" until the 30th of April 2021. In case an idea is not claimed until the 30th of April 2021, the idea will be succeeded by another and the claim for the price will be lost. The prices will be sent or handed out to the winners in the beginning of May 2021.

CEOs (in Germany "Geschäftsführer"), general manager, corporate development manager, managing directors, location or department managers shall not be considered for the Starter Campaign. In case a Submitter get selected as a winner of a price and she identifies her- or himself to be in one of the preceding roles, the price will not be handed out to her or him, but will instead be handed out to the next best idea.

§ 6. All submitted ideas shall be considered business and trade secrets, so that the provisions of the Submitters employment agreement on the secrecy of business and trade secrets shall apply with regard to their confidentiality.

§ 7. Should one of the provisions or conditions of this disclaimer or other disclaimers on this website not be legally effective or become invalid, this shall not affect the effectiveness of the remaining provisions or conditions. The parties undertake to agree on such effective provisions and/or conditions in place of the invalid provision or condition that come closest to the economic purpose of the invalid provision or condition and the purpose of the parties.

§ 8. In case of disputes, the courts of Berlin, Germany shall have exclusive jurisdiction to settle disputes hereunder, and only German law shall apply.

#### Appendix 1 - Amount and Payment Condition of the One-time bonus

The one-time bonus shall be equivalent to 10% of the positive effect the implementation of the idea had on Tentamus Analytics GmbHs earnings before interest and taxes ("EBIT") in the first full financial year after the idea was successfully and fully implemented. The effect on the EBIT shall take into consideration the revenue impacts (additional revenues generated as well as revenue lost due to the implementation) and cost impacts (additional costs and costs savings), which can be directly linked to the implementation of the idea and not to other factors. The gross-bonus however, shall be capped at one average income annually, defined by World Data Info (<https://www.worlddata.info/average-income.php>), of the country in which the Submitter is currently employed.

If the same idea was submitted by multiple Submitters within 24 hours and the idea led to a payment of a one-time bonus, the one-time bonus will be divided equally among the Submitters of the same idea. Further in the case of an submitted idea by multiple Submitters, the one-time bonus (which will be divided equally) shall be capped at one average income annually, defined by World Data Info (<https://www.worlddata.info/average-income.php>), of the country with the highest average income annually, in which at least one Submitter of the idea is currently employed.

The one-time bonus is defined on a gross-base and thus shall be "before taxes".

The bonus will be paid on the last bank day of the second month of the financial year, following the first full financial year after the idea was successfully implemented.