

Recruitment Agency Addendum to MSA

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Legal entity: voice2evolve UG (haftungsbeschränkt)

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This Recruitment Agency Addendum ("Addendum") supplements and is incorporated into the Master Services Agreement between Voice2Evolve UG (haftungsbeschränkt) ("Voice2Evolve") and the Customer ("Customer"). It applies where the Customer is a recruitment agency, executive search firm, headhunter, or staffing business that uses the Services to support candidate preparation and coaching ("Recruitment Use").

Where this Addendum conflicts with the MSA, this Addendum prevails on the matters it addresses. All terms defined in the MSA retain their meanings here unless this Addendum provides otherwise.

1. Permitted Use — Candidate Preparation and Coaching

1.1 Voice2Evolve grants the Customer a limited right to use the Services as a candidate preparation and interview coaching tool. Under this Addendum, the Customer may:

- (a) invite named candidates to conduct voice-based practice sessions using the Customer's tenant account;
- (b) access the AI-generated coaching analysis produced for those sessions, for the purpose of debrief discussions with the candidate and to assess whether further preparation sessions are beneficial;

(c) use session completion status and overall readiness signals to plan the candidate's preparation journey.

1.2 The permitted use is strictly limited to **candidate preparation and coaching**. The Services are not, and may not be used as, an automated screening, ranking, or shortlisting tool.

1.3 The prohibitions in MSA §6.5 continue to apply in full. This Addendum creates a **narrow carve-out** within §6.5 solely to permit the recruiter-visibility described in Section 1.1 above. The carve-out is conditional on compliance with the requirements of this Addendum. If the Customer breaches any condition of this Addendum, the carve-out ceases to apply and §6.5 is reinstated in its entirety.

2. EU AI Act — Deployer Obligations (Article 26 EU AI Act)

2.1 Where the Customer deploys the Services to candidates in the context of a recruitment process, the Customer acknowledges that it acts as a **deployer** of an AI system within the meaning of Article 26 of Regulation (EU) 2024/1689 (EU AI Act).

2.2 The Customer commits to:

(a) **Human oversight.** Ensure that all decisions affecting a candidate's recruitment process involve a human reviewer. No employment decision — including the decision to submit, not to submit, or to withdraw a candidate — may be made solely on the basis of AI-generated analysis from the Services.

(b) **Non-sole-reliance.** Not use AI-generated coaching analysis as the sole or primary basis for any decision that has a legal or similarly significant effect on the candidate.

(c) **Candidate transparency.** Inform candidates, before any session, that a recruiter will be able to see their coaching analysis, and that the analysis is provided for preparation support and not for automated selection.

(d) **Bias monitoring.** Monitor the use of AI outputs for discriminatory patterns and take corrective action when identified.

(e) **Incident reporting.** Report to Voice2Evolve, within a reasonable time, any incident in which AI outputs from the Services may have contributed to an adverse decision affecting a candidate, to enable Voice2Evolve to fulfil its own obligations under the EU AI Act.

2.3 Non-high-risk classification. Voice2Evolve has assessed the Services as a non-high-risk AI system under Annex III(4) of the EU AI Act, on the basis that the Services are designed and used as a candidate preparation and rehearsal tool, not as a recruitment screening or selection system. This classification is contingent on Customer use remaining within the preparation and coaching purpose described in this Addendum and in the MSA.

The Customer acknowledges that any use of AI-generated analysis for the purpose of **candidate screening, ranking, or shortlisting** — or for any automated decision that substitutes for or effectively determines a recruitment outcome — would constitute use of a **high-risk AI system** within the meaning of EU AI Act Annex III, point 4(a). Such use is expressly prohibited under this Agreement. If the Customer intends to use the Services in a manner that would engage the high-risk classification, the Customer must notify Voice2Evolve in writing before commencing such use; the Parties will then agree whether and how the Services may be made available for that purpose.

3. Employment Data Law — Lawful-Basis Documentation

3.1 Where the Customer or any candidate is subject to employment-data protection rules, the Customer must identify and document the lawful basis and any additional national-law condition that applies to candidate data processing before using the Services.

3.2 The Customer represents and warrants that:

(a) it has identified and documented a lawful basis under **GDPR Article 6** and, where applicable, an additional national-law condition

such as **BDSG §26(1)** for each instance of processing candidate data via the Services;

(b) that lawful basis is **not** solely the candidate's consent where applicable law treats consent as unreliable because of the power imbalance between recruiter and candidate. In Germany, the Customer acknowledges that consent may be non-voluntary under BDSG §26(2) in the recruitment context and therefore should not be used as the stand-alone basis for applicant-data processing without counsel review;

(c) the Customer's data protection officer (if applicable) has been informed of the use of the Services for applicant data processing.

3.3 The Customer must keep this lawful-basis analysis aligned with the permitted use in Section 1. The Services may be used for candidate preparation and coaching only. The Customer must not rely on this Addendum to reposition the Services as a screening, ranking, shortlisting, or hiring-decision tool.

4. UK ICO Employment Guidance Compliance

4.1 Where the Customer operates in the United Kingdom or processes personal data of candidates located in the United Kingdom, the Customer shall comply with the ICO's Employment Practices guidance on the use of automated tools in the recruitment process (as updated from time to time).

4.2 The Customer acknowledges that the ICO requires employers and recruiters using AI tools in recruitment to:

(a) inform candidates clearly about the use of AI and how results will be used;

(b) conduct and document a Data Protection Impact Assessment (DPIA) where the use of AI could result in high risk to candidates;

(c) ensure meaningful human review of any AI-influenced recruitment outcome;

(d) provide candidates with the right to request human review of any decision based on automated processing.

4.3 The Customer is solely responsible for carrying out any DPIA required under UK GDPR Article 35 in connection with its use of the Services for recruitment purposes.

5. GDPR Article 22 Safeguards — Automated Decision-Making

5.1 The AI coaching analysis produced by the Services constitutes **profiling** within the meaning of GDPR Article 4(4). Where such profiling produces or may contribute to decisions with legal or similarly significant effects on a candidate, GDPR Article 22 safeguards apply.

5.2 The Customer commits to:

- (a) never making a decision that has legal or similarly significant effects on a candidate (including the decision not to submit them for a role) **solely on the basis** of AI-generated outputs from the Services;
- (b) providing candidates, on request, with a **meaningful human review** of any recruitment decision that was influenced by AI outputs from the Services;
- (c) informing candidates, prior to each session, of their right to request human review in accordance with GDPR Article 22(3) and any equivalent national implementing provision.

5.3 The Customer shall not use AI output thresholds or automated scoring cut-offs as automatic filters that eliminate candidates from a recruitment process without human review.

6. Candidate Transparency and Privacy Notice Obligation

6.1 Before inviting any candidate to use the Services, the Customer must provide the candidate with a **GDPR-compliant Art. 13 privacy notice** that:

- (a) identifies the Customer as the **Data Controller** for the candidate's session data in this context;

- (b) identifies Voice2Evolve as the **Data Processor**;
- (c) explains that live voice audio, session transcripts, and AI-generated coaching analysis will be processed and that the Customer will be able to see the coaching analysis;
- (d) states the lawful basis for processing under GDPR Article 6 and, where applicable, any additional national employment-data law condition;
- (e) describes the candidate's rights under GDPR Articles 15–22, including the right to request human review of decisions (Art. 22(3));
- (f) provides the name and contact details of the Data Controller (the Customer);
- (g) identifies the candidate's right to lodge a complaint with the competent supervisory authority.

6.2 Voice2Evolve provides a template GDPR-compliant Candidate Privacy Notice for the Customer's use. The template is available at <https://voice2evolve.com/legal/candidate-privacy-notice-template>. The Customer is responsible for completing the template with its own details and ensuring it accurately reflects the Customer's data processing activities. The template is provided for convenience and does not constitute legal advice.

6.3 The Customer shall retain evidence of having provided the candidate privacy notice (e.g., a timestamp of delivery, candidate acknowledgment at the point of invitation) for the duration of the Agreement plus three (3) years.

7. No Transmission of Analysis to Client Employers

7.1 The Customer shall **not** transmit, share, or otherwise make available Voice2Evolve session analysis, AI-generated coaching outputs, session scores, or transcript excerpts to the **client employer** (the entity that has commissioned the search or vacancy) without the **explicit written consent** of the candidate.

7.2 The value of the Services is delivered to the candidate (improved preparation and performance) and to the Customer (debrief support and session status). The client employer receives a better-prepared

candidate in the interview; they do not receive, and must not receive, any Voice2Evolve output without candidate consent.

7.3 Breach of this Section 7 constitutes a material breach of this Agreement for the purposes of MSA §14.3.

8. Anti-Discrimination Obligations

8.1 The Customer warrants that it will not use AI-generated outputs from the Services to discriminate against candidates on the basis of any protected characteristic under applicable law, including without limitation:

- (a) age, disability, gender, race, ethnicity, religion or belief, sex, sexual orientation, or pregnancy and maternity under the **Equality Act 2010** (UK) or equivalent EU Member State implementing legislation;
- (b) the protected characteristics listed in the **Allgemeines Gleichbehandlungsgesetz (AGG)** (Germany), including ethnic origin, gender, religion or belief, disability, age, and sexual identity;
- (c) any protected category under applicable national employment or anti-discrimination law in the jurisdiction(s) where the Customer operates.

8.2 If the Customer identifies potential bias in AI outputs that may correlate with a protected characteristic, the Customer shall promptly notify Voice2Evolve and cease use of the relevant AI output for that purpose pending investigation.

9. B2B Transactions – Consumer Withdrawal Rights

9.1 This Addendum and the Sessions conducted under it are provided exclusively under a **business-to-business** contract between Voice2Evolve and the Customer. The Customer is not a consumer within the meaning of §13 BGB.

9.2 The candidate who takes a session is an invited user under the Customer's account. The consumer statutory withdrawal right under §§ 312g, 355 BGB and the equivalent right under the EU Consumer Rights

Directive do not apply to the Customer's purchase of credits or to individual session invitations issued under this Addendum.

9.3 Candidates have no direct contractual relationship with Voice2Evolve for the purposes of payment or withdrawal rights. Their rights in relation to the processing of their personal data are governed by GDPR and this Addendum.

10. Representations and Warranties

The Customer represents and warrants that:

- (a) it has legal authority to invite the named candidates to use the Services;
 - (b) it has complied with, and will continue to comply with, all applicable employment, data protection, and anti-discrimination laws in connection with its use of the Services;
 - (c) it has documented the lawful basis for processing candidate data as required by Section 3;
 - (d) it has provided, or will provide before any session commences, the candidate privacy notice required by Section 6;
 - (e) it will honour all candidate data subject rights requests as required by GDPR Articles 15-22 and will cooperate with Voice2Evolve to fulfill the technical elements of such requests.
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11. Liability

11.1 The Customer is solely liable for any administrative fines, penalties, or sanctions imposed by a supervisory authority arising from the Customer's failure to comply with its obligations as Data Controller under this Addendum or under applicable employment or data protection law.

11.2 Voice2Evolve's liability in connection with this Addendum is subject to the limitations set out in MSA §11.

12. Governing Law and Governing Language

12.1 This Addendum is governed by the laws of the Federal Republic of Germany. Disputes are subject to the exclusive jurisdiction of the courts of Stuttgart, Germany.

12.2 This Addendum is available in English, German, French, Italian, and Spanish. In the event of any discrepancy between published versions, the **English version prevails**.

This Addendum is concluded electronically and becomes binding upon the Customer's acceptance of the Master Services Agreement where the Customer has selected "Recruitment Agency" as its use case during tenant sign-up, or upon the Customer's separate written acceptance of this Addendum.

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