



GENERAL TERMS AND CONDITIONS

1. Scope of Application

- 1.1 These General Terms and Conditions (GTC) apply to all business relationships between Compliance.One GmbH ("Contractor") and the respective Customer.
- 1.2 Offers are only directed at entrepreneurs (as defined by Section 14 of the German Civil Code (BGB)), i.e. natural or legal persons or partnerships with legal capacity, who are acting in the exercise of their commercial or independent professional activity when concluding a legal transaction. The contractor does not conclude contracts with consumers (within the meaning of § 13 BGB).
- 1.3 If defined in the respective offer, these GTC for specific services of the Contractor shall be supplemented by service-specific Special Terms and Conditions.
- 1.4 Deviating, conflicting or supplementary terms and conditions of the Customer shall only become part of the contract if and insofar as the Contractor has expressly agreed to their validity. This requirement of consent shall also apply if the Customer refers to its terms and conditions of business in the context of the order and the Contractor has not expressly objected to the Customer's terms and conditions of business.
- 1.5 Any agreement deviating from these GTC must be made in writing and must be signed, whereby e-mail is not sufficient.

2. Services of the Contractor

- 2.1 The Contractor shall provide the services defined in the respective order. The Contractor shall provide its services in accordance with the generally recognized rules of technology applicable at the time of conclusion of this contract, unless deviating requirements have been agreed within the scope of the service description.
- 2.2 Legal or tax advice is not the subject of this contract. The Contractor is not authorized to represent the Customer in legal transactions vis-à-vis third parties, unless expressly agreed otherwise in writing with a personal signature in individual cases.
- 2.3 The Contractor shall be free to choose the place of performance.
- 2.4 The Contractor reserves all rights to work results that are created during the provision of services. This includes, but is not limited to, software/code, interfaces, methods, processes and templates that are used, created or modified by the Contractor. The Contractor grants the Customer a non-exclusive, non-transferable right to use such work results for their own purposes.
- 2.5 Software and other work results shall be deemed to have been handed over as soon as they have been made available to the client. Other services shall be deemed to have been provided as soon as the respective service has been completed. Unless otherwise agreed, software, other work results and other services shall not be subject to separate acceptance by the Client but shall be deemed to have been accepted upon handover.
- 2.6 The Contractor is entitled to use subcontractors to fulfill the contractual obligations. The Contractor shall ensure that subcontractors are bound by confidentiality and data protection obligations in accordance with these GTC. The commissioning of subcontractors shall not affect the Contractor's contractual obligations to the Customer. The Contractor shall be liable for any poor performance by a subcontractor as if it were their own fault. The provisions on the commissioning of sub-processors from an order processing agreement shall take precedence over this provision.

3. Services of the Customer

- 3.1 The Customer shall support the Contractor to a reasonable extent in the provision of the contractual services. The Customer shall, without being requested to do so, provide all cooperation, information, data, files and materials that are necessary for the Contractor to fulfill its contractual obligations in advance. If the Customer does not cooperate sufficiently and/or causes delay, the Contractor shall not be obliged to fulfill the contractual obligations for as long and to the extent that the Contractor is prevented from fulfilling the contractual obligations due to insufficient and/or delayed cooperation on the part of the Customer. The Contractor shall inform the Customer of its inadequate or untimely cooperation and set a reasonable deadline for subsequent performance. If the Customer nevertheless fails to fulfill its obligations to cooperate, any resulting unavoidable increases in remuneration, additional expenses (e.g. additional work, cancellation costs, travel expenses) and postponements of



deadlines shall be borne by the Customer. If the grace period expires without result, the software or service concerned shall be deemed to have been provided or rendered.

- 3.2 The Customer is responsible for (i) appropriate security processes, tools and controls for systems and networks that interact with any software provided by the Contractor, (ii) determining whether the technical and organizational data protection and data security measures provided by the Contractor, if any, meet the specific requirements of the Customer, (iii) the appropriate internal training of users of any software provided and the provision of internal technical support.

4. Warranty

- 4.1 The Contractor's services shall be provided or rendered by the Contractor free of defects and, when used as intended, shall essentially correspond to the specifications stated in the documentation. The Contractor's services shall be performed competently and professionally in accordance with industry standards by trained and experienced personnel. The granting of the agreed rights of use to the Customer shall not conflict with any third-party rights. Technical data, specifications and performance data in public statements, in particular in advertising material, are not quality specifications.
- 4.2 In the event of defects, the Customer's claims for defects shall initially be limited to subsequent performance. The Customer shall notify the Contractor in writing of any defects that occur, describing the defect and requesting that the defect be rectified. In the event of proven defects, the Contractor shall provide warranty through subsequent performance in such a way that the Contractor makes the software or service available again in a defect-free condition or remedies the defect.
- 4.3 If the supplementary performance finally fails after two attempts at supplementary performance, the Customer may withdraw from the respective individual contract or reduce the remuneration appropriately. The Contractor shall pay damages or reimburse futile expenses due to a defect within the limits of liability set out in these GTC.

5. Limitation of Liability

- 5.1 The Contractor shall only be liable for simple negligence, both for their own conduct and for attributable conduct, if essential contractual obligations (cardinal obligations) have been breached. In this case, liability shall be limited to the foreseeable damage typical of the contract. Essential contractual obligations are those obligations whose breach jeopardizes the achievement of the purpose of the contract, whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer regularly relies.
- 5.2 For the aforementioned cases of limited liability, this is additionally limited to EUR 25,000 per contract year.
- 5.3 The Contractor shall only be liable for indirect and consequential damages as well as for loss of profit, additional personnel costs, useless expenses and savings not made etc. in the event of intent and gross negligence.
- 5.4 The limitations of liability do not apply to claims due to intent and gross negligence, personal injury, fraudulent intent, insofar as the Product Liability Act applies, or to damages that fall within the scope of protection of an independent guarantee, quality or durability guarantee given by the Contractor, unless otherwise stated in the respective guarantee agreement.
- 5.5 If the Customer breaches its duty to properly back up data, the Contractor's liability for loss of data within the scope of the above provisions shall be limited to the amount of damage that would have occurred even if the Customer had properly and regularly backed up data.

6. Payment Terms

- 6.1 The Contractor's services shall be invoiced and remunerated as defined in the respective order.
- 6.2 The Customer must pay invoices within 14 days of the invoice date without cash discount or other deductions.
- 6.3 Unless otherwise agreed, the indication of an order number or purchase order number on the invoice is not a prerequisite for the payment obligation.
- 6.4 In the event of default in payment, default interest at the statutory rate shall become due. The Contractor shall be entitled to temporarily deactivate their services, including, if applicable, access to software provided by the Contractor, in the event of default in payment of more than 30 days until the overdue invoice has been paid.
- 6.5 The stated prices do not include sales tax or other taxes. These will be invoiced separately to the Customer if applicable.



- 6.6 Unless otherwise agreed, reasonable travel expenses will be borne by the Customer based on actual costs and receipts and invoiced monthly by the Contractor.
- 6.7 Invoices will be sent as PDFs by email. An electronic invoice within the meaning of § 14 UStG (German VAT Act) will only be issued at the express request of the Customer.

7. Confidentiality

- 7.1 "Confidential information" is information that
- was disclosed by a party to this Agreement ("Disclosing Party") or on behalf of a Disclosing Party by its representatives or its Affiliates
 - to the other party to this Agreement ("Receiving Party"), its Affiliates or Authorized Recipients, in connection with the intended purpose, the cooperation of the parties within the framework of the contractual relationship.
- 7.2 "Affiliate Company" means any entity that directly or indirectly controls, is controlled by, is under common control with, or is otherwise in the same group of entities as a party to this agreement.
- 7.3 "Authorized Recipient" means any Affiliate of the Receiving Party and the officers, employees, members, agents, consultants, field staff, sales representatives and subcontractors of the Receiving Party or its Affiliates.
- 7.4 No Confidential Information is information for which the Receiving Party can prove
- the information has not become publicly known through a breach of this agreement,
 - the information is known to the Receiving Party or its Authorized Recipients at the time of disclosure,
 - the Receiving Party or its Authorized Recipients have lawfully obtained the information from a third party, unless it was obtained through a breach of a confidentiality agreement,
 - the information was independently discovered/developed by the Receiving Party,
 - the information has been expressly designated as non-confidential by the Disclosing Party,
 - the Disclosing Party has expressly authorized the Receiving Party to disclose/forward the information in advance in writing;
 - the Receiving Party is obliged to disclose due to a legal provision or official order, in which case the Receiving Party - to the extent permissible - must inform the Disclosing Party of the intended disclosure in advance in writing and take the legally permissible and necessary precautions to keep the scope of the disclosure as small as possible;
 - the information is lawfully used for a report to an internal or external reporting office in accordance with the provisions of the German Whistleblower Protection Act (HinSchG) or a comparable law for the protection of whistleblowers or insofar as disclosure of information is permitted under the HinSchG or a comparable law for the protection of whistleblowers;
 - a case of Section 5 of the German Trade Secrets Protection Act (GeschGehG) exists, namely if the disclosure is made to protect a legitimate interest, in particular (i) to exercise the right to freedom of expression and freedom of information, including respect for the freedom and plurality of the media; (ii) to uncover an unlawful act or professional or other misconduct, if the acquisition, use or disclosure is suitable to protect the general public interest, and/or (iii) in the context of disclosure by employees to the employee representative body, if this is necessary to enable the employee representative body to perform its duties.
- 7.5 The Receiving Party may disclose the Confidential Information to its Authorized Recipients, but only to the extent that they
- need to know the Confidential Information for the Intended Purpose and use it only for the Intended Purpose, and
 - have committed to treating the Confidential Information confidentially and to restrict its use to the same extent as the Receiving Party has done. This obligation may also include corresponding specific obligations under the German Social Security Code, banking secrecy, telecommunications secrecy and/or other regulations, especially, for example, the violation of private secrets (Section 203 of the German Criminal Code), insofar as these are required due to the nature of the Confidential Information.
- 7.6 The Receiving Party shall be liable for its own breaches of this Agreement and for any act or omission of an Authorized Recipient which, if the Authorized Recipient were a party to this Agreement, would constitute a breach of this Agreement.
- 7.7 The Receiving Party
- may only use the Confidential Information for the intended purpose,



- must keep the Confidential Information secure and confidential and only disclose it to the extent permitted by this Agreement,
- must notify the Disclosing Party immediately if it becomes aware of any breach of this Agreement, and
- shall, within thirty days of the Disclosing Party's request, take reasonable steps to destroy or delete all Confidential Information in its possession, provided that the Receiving Party may retain copies of Confidential Information,
- provided that the Confidential Information is securely stored in archiving/backup systems and the Confidential Information is automatically deleted after defined periods of time as part of a corresponding deletion concept in accordance with a deletion routine,
- to comply with legal or regulatory requirements, or
- to the extent that their retention is required by law.

- 7.8 The Receiving Party undertakes to comply with any relevant data protection regulations.
- 7.9 The Receiving Party shall take appropriate technical and organizational measures to protect the Confidential Information against unauthorized access.
- 7.10 The Receiving Party's obligations with respect to Confidential Information shall commence on the date on which the Confidential Information is disclosed and shall continue until the end of the Confidentiality Period of 5 years.
- 7.11 The Receiving Party shall not acquire any ownership or usage rights of any kind to the Confidential Information - except for use for the intended purpose. All intellectual property rights shall remain with the Disclosing Party.

8. Data Protection and Information Security

- 8.1 The Contractor processes personal data of the contact persons at the Customer's premises or, if applicable, of the users of software provided by the Contractor, including data relating to the use of the software (log files). This personal data is processed by the Contractor, as the Controller, to enable cooperation and fulfillment of the contract or, as the case may be, use of the software. The legal basis for this is Article 6(1)(b) GDPR. Please refer to the Privacy Policy on the Contractor's website for information on the rights of data subjects and other information obligations.
- 8.2 The Contractor shall implement appropriate information security measures to ensure the confidentiality, integrity and availability of the Customer's data and information that it processes in the course of its activities.
- 8.3 The Customer's attention is drawn to the fact that in the case of electronic communication via the Internet, it can never be completely ruled out that an unauthorized third party may gain knowledge of the contents of the communication. The Contractor offers encrypted communication by e-mail. The public key required for communication will be provided on request. Unless Customer expressly informs Contractor that it has the technical requirements for the use of signature and encryption procedures and desires their use, Customer consents to Contractor communicating with Customer's employees and other third parties by unencrypted e-mail as part of its activities.

9. Client Data and Indemnification

If the Contractor stores and processes information and data for the Client as a service provider, the Client shall be responsible for all information and data processed by it, its users or third parties using the software, as well as any legal positions required for this purpose. In this context, the Client undertakes to indemnify the Contractor against any liability and any costs, including possible and actual costs of legal proceedings, if claims are asserted against the Contractor by third parties, including employees of the Client, as a result of alleged acts or omissions by the Client. The Contractor shall inform the Client of the claim and, insofar as this is legally possible, give the Client the opportunity to defend itself against the asserted claim. At the same time, the Client shall immediately provide the Contractor with all available information about the facts that are the subject of the claim. Any further claims for damages on the part of the Contractor shall remain unaffected.

10. Term

- 10.1 The term of the respective order is agreed in the respective order. Terminations must always be made in writing and must be signed; e-mail is not sufficient.



- 10.2 Orders may be terminated by either party at any time in the event of a material breach of contract by the other party if the breach of contract is not remedied within 30 days. This period shall commence from the date of delivery of the written notice of material breach.
- 10.3 Either party may terminate orders at any time without notice if the other party is dissolved or liquidated or takes steps to do so and/or becomes insolvent or bankrupt.

11. Miscellaneous

- 11.1 The contractual relationship and all resulting claims are subject to the law of the Federal Republic of Germany. In the event of differences of opinion arising from this contract, the parties undertake to first reach an amicable agreement. Should this not be possible, the parties hereby agree on Munich as the general place of jurisdiction.
- 11.2 Insofar as this contract refers to legal bases in laws, the contracting parties assume that in the event of a change to the legal bases, the relevant new regulation of the legal norm shall apply. In the event that an interpretation of the contract is not possible in this respect or may lead to ambiguity, the contracting parties undertake to re-agree the relevant provisions and to amend the contract accordingly.
- 11.3 The Contractor has the right to publicly state the fact that the Client is its customer or, where applicable, uses its software, and to use the Client's name and logo for this purpose in its marketing materials, including on its website and/or social media pages. Any other use of the Client's name or logo requires the Client's prior consent.
- 11.4 All notifications under this contract must be made in writing and become effective upon first delivery.
- 11.5 The Contractor may make changes to these GTC if these become necessary due to changed circumstances, for example in the event of significant changes in legislation or case law, the relevant market and business environment or due to technical developments that are reasonable for the Client. The Contractor shall inform the Client of the changes in electronic form within a reasonable period of time, at least one month, before the changes come into effect. The Client shall be entitled to object to such changes within 14 days of receipt of the notification of change. In the event of an objection by the Client, the Contractor shall have the right to terminate the contractual relationship extraordinarily without observing a notice period. If the client does not object, its consent shall be deemed to have been given after the expiry of the above-mentioned periods. The Contractor shall expressly point out the duration of the period and the significance of its fruitless expiry when announcing the changes to the GTC.